

# General Conditions of Sale

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Dear Customer,

these "General Conditions of Sale" are indicated by an explicit reference formula in the sales confirmation that our Company provides to the Customer and apply to all contracts or agreements (in any form and at any time stipulated) for the goods sold by Garmet Srl.

The General Conditions of Sale are an integral and substantial part of the sales confirmation of our Company, without the need for an express reference to them or a specific agreement in this regard. In any case, they are considered expressly accepted with the Customer's signature of the sales confirmation. To be valid, any changes to the General Conditions of Sale must be agreed exclusively in writing, duly dated and signed by both contracting parties.

## **1. Sales confirmation**

Our sales confirmation establishes the particular conditions of the supply. Only the sales confirmation, also countersigned by You, determines the conclusion of the contract.

The conditions expressed in the sales confirmation will prevail over those contained in the previous commercial offer. Any agreement concluded orally, with any person in charge of our Company, can't produce effects.

Our Company reserves the right to reject or accept, even partially, orders in replacement, variation and / or addition, which will be considered, to all intents and purposes, new orders and regulated subsequently separately.

## **2. Prices**

The prices are exclusively those indicated in the sales confirmation, they are fixed and not subject to revision. The prices are net, unless otherwise agreed in writing by the Parties and following an express negotiation between them.

The prices are expressed in euro (or other currency indicated) with the unit of measure (metric ton) and must be paid net of any expense, discount and/or tax, according to the times and the ways indicated in the sales confirmation.

## **3. Weight tolerances**

Between the weight of the goods indicated in the accepted sales confirmation and the weight of the goods indicated in the transport document, a tolerance of more or less than 10% (ten per cent) is allowed.

Between the weight indicated in the transport document and the weight found by the Customer, a tolerance of more or less than 3 (three per thousand) is allowed. The weight must be checked when the goods are delivered and, therefore, any weight differences exceeding the tolerance of 3 (three per thousand) must be ascertained on

that occasion, through a certificate issued by a public weighers; any costs relating to weight control are borne by the party who will not see own position recognized in relation to the weight of the goods.

#### **4. Terms of delivery**

The forecasts for the delivery of the goods are made on the assumption that the Customer provides all the necessary data in time for the fulfillment of the order.

The deadlines for the fulfillment of the order that appear in the sales confirmation are intended as indicative and not mandatory of the planned delivery date.

It is therefore not a question of peremptory terms; therefore, the Company isn't liable for any possible damages directly or indirectly resulting from the delay delivery of the goods within the deadline. Nor will the delay in delivery give the right to discharge the contract, even partially.

Delivery time, as indicated in the sales confirmation, is the term in which our Company delivers the goods to the carrier and / or freight forwarder. From that moment on, the order is considered to have been processed and our Company can invoice the goods and the payment terms run.

If we become aware of delays in the delivery of the goods for reasons not attributable to our Company, this will inform the Customer as soon as possible, in order to agree with the same the appropriate initiatives to be taken. In any case, it is reiterated that our Company is not responsible for the delayed delivery of the goods as a result of transport delays or difficulties, causes of natural forces, strikes, lockouts, riots and any other obstacle to delivery, which may also concern persons in charge of transport. Where the Customer has refused to receive the goods, he will be found defaulter. As a result of the failure to collect, our Company may, at its discretion, cumulatively or alternatively:

- charge the Customer for any storage, custody, insurance and travel expenses;
- consider the contract discharged, without prejudice to the right to request damages from the Customer;
- return the uncollected goods by means of our Company's choice, charging the full cost to the Customer.

#### **5. Return and shipment of goods, packaging**

The goods will be supplied under the conditions of return agreed and governed in the sales confirmation.

Disputes relating to the state of delivery of the goods (for example, missing / damaged goods or open / damaged packaging) must be immediately reported by the Customer, through a specific reservation (stating the reason and description of the damage) in the paper or digital transport document. Therefore, general reservations, with the right of subsequent control, will be considered as not affixed.

The Customer must take care of the disposal of packaging materials and protective, safety and fixing elements, used in the transport of goods. Furthermore, the Customer undertakes to indemnify our Company from any liability and injurious consequences resulting from failure and/ or incorrect disposal.

## **6. Transfer of ownership and transfer of risk**

The supply of the goods is done with retention of title and, unless otherwise agreed in writing, the Customer acquires ownership of the goods with the full payment of the agreed price, referred to on the invoice or invoices issued by our Company. Each risk is transferred to the Customer when the goods are returned to the first carrier/ transporter, so that he sends them to the Customer, unless otherwise agreed in the sales confirmation.

## **7. Warranty and Claims**

Our Company guarantees that the supply of the goods will comply with the characteristics and conditions specified in the sales confirmation. Upon receipt of the goods, the Customer verifies their compliance with the order in terms of quality, quantity, measures and other.

Any claims for goods that don't correspond to what is indicated in the sales confirmation must be made immediately in writing. In the case of hidden defects, the related claim must be made within 8 (eight) days of discovery and, in any case, within 30 (thirty) days of delivery.

If the claim is timely and well-founded, also following an investigation by our staff, the Company undertakes to replace after the return of the contested goods or, alternatively, at the discretion of our Company, to reduce the price. It is understood that only the good that will not have undergone any processing or alteration will be replaced.

It is excluded any right on the part of the Customer to request the discharge of the contract or the reduction of the price and, in any case, compensation for damages and reimbursement of expenses for any reason incurred. Any claims for defects don't give the Customer the right to suspend the payment, even partial, of the invoice relating to the contested good, nor to suspend any service and/ or not to fulfill any obligation, also with reference to other existing relationships between the Customer and our Company.

## **8. Payments**

Payments must be made within the terms and in the manner indicated in the sales confirmation. Failure or non-punctual fulfillment of any payment obligation by the Customer will entitle our Company, at its discretion, to demand the immediate full payment of the price even if there are different instalments, or the payment of the price within the fixed period, or to declare the contract discharged, without prejudice to compensation for damages. In addition, our Company may suspend the execution of other supply relationships that were in progress with the Customer and also to discharge the same due to the failure of trust placed in the Customer. The delay in payments, even partial, starts the default interest on the sums due, in accordance with the provisions of Legislative Decree 231/2002 ("Late payments in commercial transactions").

## **9. Withdrawal from the contract**

Our Company reserves the right to withdraw from the contracts, without any charge against it, if it becomes aware of the existence of title protests, as well as the initiation of monitory, ordinary, insolvency and also extrajudicial judicial procedures against the Customer.

## **10. Force majeure**

No responsibility can be charged to our Company if the delayed or non-execution of the obligations depends on events of force majeure or unforeseeable circumstances. In any case, our Company reserves the right to withdraw from the contract, if due to changes in the economic framework or measures of the public authority or import charges or, again, other risk factors unknown at the time of negotiation, is no longer in a position to offer the market to which the goods are destined a reasonable price that allows it to aim at achieving a reasonable business margin.

## **11. Processing of personal data**

The term "processing" means any operation or set of operations, carried out with or without the aid of automated processes and applied to personal data or sets of personal data, such as the collection, registration, organization, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, comparison or interconnection, limitation, deletion or destruction of data. Our Company declares that the data will be processed for the execution of the contract and that they will not be disclosed to third parties. In relation to the data provided, the Customer may exercise the rights referred to in EU Regulation no. 679/2016. By accepting the sales confirmation, the Customer expressly declares that he has read and is therefore aware of the privacy policy relating to the processing of personal data pursuant to Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, available on our Company's website at [www.garmet.it](http://www.garmet.it)

## **12. Applicable law - Jurisdiction**

These General Conditions of Sale and the sales contracts are subject to Italian law. For any dispute relating to the General Conditions of Sale and to the sales contracts, the Court of Milan is exclusively competent. The Parties undertake, however, to make every effort to settle in good faith any dispute that may arise between them.

## **13. Acceptance of the General Conditions of Sale**

These General Conditions of Sale govern all sales made by our Company and prevail over any different clause, possibly affixed by the Customer in his own General Conditions of Purchase. Any changes must be previously agreed in writing with our Company. All the Conditions contained herein (and published on our Company's website: [www.garmet.it](http://www.garmet.it)) are understood to be known and accepted.