

# TERMS OF SALE

## GENERAL

Sales and supply contracts are stipulated according to our following GENERAL sales and purchase conditions.

The Buyer\remitter, by accepting the offer, declares to agreeing with our general sales and purchase conditions.

All future purchases that do not explicitly refer to the present writing, will be accepted according to this GENERAL agreement.

## OFFERS

Any documentation that is related to offers is not binding; we reserve the right of property and they cannot be divulged.

## SUPPLY AGREEMENT

- 1- Clients' purchases hold validity if not in breach with our proof of order or our offer.
- 2- We are also authorized to carry out partial deliveries.

## PRICES AND PAYMENT

- 1- With exception of other written agreements, different from our GENERAL SUPPLY AGREEMENT, our prices are valid for Franco supplies of our factory.
- 2- Conditions of payment are on our invoices.
- 3- If the Client is late with payment, we hold the right to terminate the contract and demand interest for late payment, in addition to all direct and indirect damage caused by the eventual annulment of order.
- 4- Interests on arrears are 8% and must be settled upon emission of DEBT NOTICE FOR INTERESTS ON ARREARS

## DELIVERY TERMS

- 1- Delivery terms are not binding. Delivery term is respected if shipping has been made on the agreed date. We are not liable for possible delays enacted by the courier.
- 2- In case of delay due to force majeure, a new shipping will be agreed upon to be intended ADEQUATE.

## RETENTION OF TITLE

- 1- We reserve ownership of goods supplied until receipt of all payments resulting from the supply contract.  
If the good still in our ownership is mixed up, combined or connected\built-in with other pieces or machinery, the Client is obliged to give up his ownership or joint ownership rights on the object immediately, and he is obliged to preserve or good SCRUPULOUSLY on our behalf. The Client can sell the wares that are still in our property within the regular business movements upon the condition that he is not late with payments.
- 2- Within the period of reserved ownership, the Client is authorized to ownership and use of the supplied object provided that he fulfils his duties resulting from the reserved ownership and is not late with payment.
- 3- The ware that is object of reserved ownership can be foreclosed, used as collateral, lent or transferred to third parties only upon our WRITTEN APPROVAL.

**WARRANTY**

- 1- Possible flaws must be immediately made known in written form. In case of justified and immediate notice of flaws we are authorized on our choice to either eliminate damage via reparation or substitution of the piece. Any substituted part is our property.
- 2- The client is not authorized to eliminate the damage, or if he was obliged to eliminate the damage or have it eliminated by third parties, IRON WORK states that THEY WILL NOT RECOGNISE ANY economic request for unauthorised intervention. The modified good, without authorization from IRON WORK loses all warranty.
- 3- If the forced intervention of the Client becomes necessary to eliminate the damage, it is required for him to communicate the cost of intervention with 72 hours notice, and also in this case IRON WORK may decide to approve intervention or directly proceed with intervention. If the restoration is directly made by the Client, the object loses warranty.
- 4- Warranty has 12 months validity from the delivery date.

**REGULATION**

Law applies for premeditated or wilful misconduct, and for claims concerning responsibility of the product.

**RESPONSIBILITY**

- 1- In absence of contrary instructions to what is hereafter reported, all responsibility is excluded no matter the reason.  
We do not account for damages that do not directly occur to the object. In particular, we are not accountable for missing profits or monetary damages of the Client.
- 2- The exclusion of responsibility extends to the bad use of the good, for negligence, unreported damage, harmful intentions, body injury or death.

**COMPETENT COURT**

The competent court for any litigation, also concerning business relations is MILAN.

Iron work is however entitled to summon the buyer also to the courthouse in his habitual Legal Office.

For anything which is not stated in the present agreement the Civil Code applies. If one or more provisions above mentioned are not operative, other regulation will be without prejudice.

**SIGNED FOR APPROVAL OF ALL ARTICLES**

Attached to order N° ..... in date ..... Signature and Stamp