

GENERAL TERMS OF SALE

- 1) **ORDERS** - Orders for standard and special materials or to drawing must always refer to SPECIAL CATENE's offer. Orders are compelling for client and from starting of production, cancellation or reductions, even if partial, won't be accepted, excepting indemnity of manufacturing and material costs met up to cancellation. We reserve the right to supply plus/minus 3% of the quantity ordered.
- 2) **PRICES** - Prices are the effective ones at order-date. All prices have to be understood Ex-factory, excluding packing.
- 3) **DELIVERY TERMS** - Only the deliverytime stated by SPECIAL CATENE S.r.l. must be considered valid. The quoted terms of delivery are without engagement, i.e. not legally binding. Indemnification claims for non-fulfilment of/or belated deliveries are not accepted. The purchaser is not entitled to refuse part deliveries. The purchaser is forced to accept the deliveries to our normal working. Unforeseen events such as force majeure, breakdown, transportation delays, difficulties in supply of raw material, strikes, lockouts in our or in the plants of our suppliers, likewise wastage involving extra production, entitle us to postpone delivery for the period of the handicap and an appropriate new start or to cancel the uncompleted part.
- 4) **DESPATCHES** - The despatch of goods, including freight free deliveries is effected to the best judgement but without obligation, and at sole risk of the purchaser. Claims for eventual shortage must be produced within eight (8) days from receipt of goods. If transport freight, even if partially, are paved by SPECIAL CATENE S.r.l. they reserve the right to choose the means of conveyance.
- 5) **PACKING** - Packing cases are charged at cost.
- 6) **WARRANTY** - SPECIAL CATENE S.r.l. engage themselves to repair or replace, free of charge, pcs they recognize fault. Said goods have to be returned free our warehouse, packing and customs included. Warranty decay when pcs returned as wanting, have been repaired or with reworking of defective pcs made by the buyer will be recognized only if entitled by SPECIAL CATENE S.r.l. after their approval of estimate.
- 7) **PAYMENTS** - Will be considered valid on only the payments effected according to terms agreed. When exceeding our payment terms, interest at 3% above the bank interest we have to pay is imposed without formal notice of detention. Non- observance of the payment terms, or circumstances becoming known to us after the conclusion of the contract which are apt to diminish the credit worthiness of the buyer, immediately cause all debts to have matured. In addition, this entitles us to make further deliveries only against payment in advance, or to retire from the contract and claim compensation for non-fulfilment thereof. Withholding or compensation offset is not accepted.
- 8) **PROPERTY** -All the goods delivered remain always of property of SPECIAL CATENE S.r.l. up to the time of complete payment of the invoices.
- 9) **COURT OF JUSTICE** - In the event of debate the Court of Lecco (Lc) have exclusive jurisdiction for purchaser and seller.