

SALL srl TERMS & CONDITIONS

The general conditions of sale listed in here govern and constitute everything and only the regulation of the contractual relationship between Sall srl and the customer, becoming reference for every order proposal or purchase order confirmation. Any changes and/or additions to the aforesaid regulation (definable as special or special conditions) will therefore not be valid unless specifically approved and signed in writing by Sall srl. By receiving these conditions (sent with the individual offers, freely downloadable from the website www.sall.it or requested at our sales department) the customer certifies that he renounces in full his own conditions of purchase and that he is informed about the same. Each order therefore implies its implicit acceptance.

1_Order:

with the transmission, the customer is committed to prices and conditions indicated in the order acknowledgement. The general conditions of sale are those in force at the date of the sales contract.

The order shall be deemed to have been transmitted "subject to approval by Sall srl" and is only finalized with the sending, by Sall srl, of the signed order confirmation, containing the prices and all the information concerning the execution of the supply contract including payment and delivery methods. Each new communication of price or condition cancels and replaces the one previously given and according to the date of effect communicated.

All orders shall be complete in all their parts and all the necessary information to identify the required products.

Each order transmitted to Sall srl implies that the customer is both informed in advance and has accepted the general conditions of sale of Sall srl effective at that date and constitutes contractual proposal of the customer, therefore, it will be binding for Sall srl only if confirmed by SALL srl by order confirmation. In case the order confirmation sent by Sall srl contains variations to the order sent, it will be valid as a "counter-proposal", and the customer will have to transmit the order back to Sall srl duly signed for acceptance of these variations.

Sall srl reserves the right not to accept incomplete or incorrectly completed orders. In order to avoid disputes regarding the failure or incorrect execution of orders, telephone or verbal orders will not be accepted in any way. Even if the authorized sales staff of Sall srl gives information on the characteristics of the offered products, the customer is solely responsible for the choice of the ordered products and for the correspondence and compliance of the characteristics to his requirements and to the specific regulatory requirements.

This condition is valid for both national customers and for customers in the export market.

The products, unless expressly indicated by Sall srl in the offer or in the order confirmation, will not be supplied as a trial or a free sample. Any samples may be supplied in case of special projects or specific supplies of great relevance.

Sall srl reserves the right to suspend the fulfillment of the obligations deriving from the sale of products, according to art. 1461 of the Italian Civil Code, in the event that the customer's capital conditions become such as to constitute serious danger to the achievement of the counter-performance unless a suitable guarantee is given.

2_Prices:

are always intended, unless written or specific written agreements approved by Sall srl, expressed in EURO, VAT excluded, net of any discount and with goods delivered ex our plant of Corte Tegge - Cavriago - Reggio Emilia - ITALY.

Sall srl reserves the power and the right to increase its price lists by virtue of increases applied to it resulting from higher costs of raw materials, energy, labor, fuels or third party suppliers etc. and, in any case, in general terms, due to increases such as to affect the finished price of the product offered and therefore independent of the will of Sall srl. In this case Sall srl may unilaterally change its prices without notice and with immediate effect.

In all other cases, the increases will be notified to the client in writing and will be applied to all orders received by Sall srl starting from the thirtieth day following the date on which the changes were communicated to the customer.

3_Delivery time:

it starts from the date of the order confirmation and are to be considered indicative and are not essential terms pursuant to art. 1457 of the Civil Code and, in any case, do not include transport times remaining subject to the production and logistics needs of Sall srl - Deliveries with scheduled or mandatory dates must be compulsorily indicated during the offer request - subject to approval and written confirmation by Sall srl

The place of delivery is the one indicated in the order by the customer.

Delays in the supply of goods deriving from courier delays, strikes, labor unions strikes, atmospheric events or force majeure events, however independent of the will of Sall srl can not constitute grounds for complaint, claim for damages or cancellation of the order.

Delivery: for any legal effect we intend at Sall srl in case of transport to the customer, the provisions of art. 1510 of the CC II Comma apply. The goods always travel at the risk and peril of the customer on FOT basis. Unless otherwise indicated, transport costs are always borne by the buyer.

The goods are placed at the disposal of the customer with "notice of goods ready" and only from that moment the customer can, upon appointment scheduled with our shipping office, make the collection of the order.

In case of transport charged to the client, after 10 calendar days from the notification of goods ready, SALL will invoice the material and send the goods ready to the customer, with a charge for transport costs. In case of delivery of goods free of charge, all the greater charges deriving from the return of goods due to non-delivery, inaccessibility of the unloading area not previously communicated as well as any cost of goods stop at the shipper, will be immediately invoiced to the customer with an additional penalty of 5 % as expenses.

Orders from international customers are always intended as "EX WORKS" unless otherwise explicitly specified.

4_Payments and insolvency:

the sale is intended made subject to ownership, pursuant to art. 1523 and following C.C. subject to the provisions of art. 1525. Failure to pay one or more installments will entitle Sall srl to terminate the contract and request immediate return of the products.

In this case, any amount already paid will be acquired by Sall srl as freight for the products and compensation for damages, without any prejudice to the greater rights of the seller.

Payments will be considered valid only if made to Sall srl or through regular banking institutions as per the terms stated in the order confirmation.

Payments made with bills of exchange, bank checks, other credit instruments, credit transfers and / or other means other than those traditionally in use are subject to the exclusive approval of Sall srl.

In any case, always with recourse and considered settled under reserve, therefore only after actual crediting of the relative amounts.

All costs related to the collection, including the discount and credit, are the responsibility of the buyer. Any guarantees given by the buyer will not be extinguished before the buyer has made the payments related to other orders at the same time or subsequent to the one for which they were lent, to the benefit of which these guarantees will then be automatically transferred (unless exceptions expressed to be agreed in advance) .

Delayed payment and interests: In case of payment beyond the established term, default interest will be applied, fixed to the extent established by the D. Lgs.n. 231 of 09.10.2002

Without any prejudice and also by way of derogation from art. 1186 C.C., Sall srl may, in any case of non-compliance with a single payment deadline, immediately demand payment of the entire claim due even if it has not yet expired and refuse to execute further supplies, even if orders have already been confirmed. It is faculty of Sall srl request the customer, in case of previous insolvency or new customer, an advance payment or appropriate guarantees to protect their credit.

Any claim relating to the Products and / or delivery of the same will in no case justify the suspension or delay in payment.

The deliveries to foreign customers are always considered by bank transfer in advance, order confirmation or notice of goods ready.

Sall srl reserves the right to suspend the fulfillment of the obligations deriving from the sale of products, according to art. 1461 of the Italian Civil Code, in the event that the customer's capital conditions become such as to place in serious danger the achievement of the counter-performance unless a suitable guarantee is given.

5_Packaging:

the net price of the product includes, where foreseen, the cost for the packaging considered most suitable by Sall srl for the transport and storage of the products offered. If other types of packaging are required, special or customized, they will be debited to the customer and added to the net price of the offered product.

6_Complaints:

disputes due to manufacturing defects or quality discrepancies must be reported on the copy of the transport document to be returned signed to the carrier. Complaints of a nature other than those set out above must be sent no later than 8 consecutive natural days from receipt of the goods by registered mail and in any case provided that the goods have not already been assembled or used. **NO COMPLAINTS WILL BE TAKEN INTO CONSIDERATION BEYOND THAT TIME.** Naturally, the bad use or fraud by the customer makes any form of complaint null and void. Returns will not be accepted if not motivated and previously authorized.

The obligation of Sall srl, ascertained any manufacturing defects, is limited to the replacement or repair of the goods, **PREVIOUS RETURN OF THE NON-CONFORM GOODS** accompanied by a regular transport document without any other duty. The replacement of the goods does not mean the acceptance of the complaint by Sall srl.

The responsibility of Sall srl is therefore limited to the replacement or repair of the products or, at its sole discretion, to the crediting of the invoice price. Any action for damages or compensation for damages to third parties is excluded.

7_Technical and advertising information material:

the images of the products published on the commercial catalogs can also be indicative and exemplary of the offered product and in any case not binding for Sall srl which reserves the right to make dimensional or executive changes to the products illustrated in the catalogs in use at any time and without prior notice. In any case, commercial catalogs do not constitute a contract document. The customer can not in any case make recourse against Sall srl if it decides to make functional, technical or aesthetic changes to its products.

All images, none excluded, of Sall srl depicted or disseminated via printed commercial catalogs, websites or magnetic media, remain the sole and exclusive property of Sall srl which reserves the right to take appropriate legal action in the event of any unlawful or unauthorized use of such material if the result is detrimental to the commercial and business interests of Sall srl.

8_Express resolution clause:

Sall srl will have the right to resolve, pursuant to and by effect of art. 1456 of the Italian Civil Code, at any time by written notice to be sent to the customer, the individual sale in the event of non-fulfillment of the obligations provided for in articles: 2 (Price of Products); 4 (Payments);

9_Jurisdiction:

in case of disputes the Court of Reggio Emilia will have exclusive jurisdiction. The applicable law is the Italian law.