



**NALDONI
E BIONDI**

CONDIZIONI GENERALI DI VENDITA
GENERAL CONDITIONS OF SALE
ALLGEMEINE VERKAUFSBEDINGUNGEN
CONDITIONS GÉNÉRALES DE VENTE
CONDICIONES GENERALES DE VENTA



GENERAL CONDITIONS OF SALE

General provisions

In these general conditions of sale, you will first consider the meaning of certain terms, namely:

- a) Seller shall mean the company Naldoni e Biondi S.r.l.;
- b) Customer shall mean the purchaser of the product;
- c) Parties shall mean Seller and Customer jointly;
- d) Products shall mean: the components manufactured and/or marketed by Naldoni e Biondi S.r.l.;
- e) Order shall mean the written offer to purchase made by the Customer;
- f) General Conditions shall mean these General Conditions of Sale, to be found both in the standard products catalogue and on the website of Naldoni e Biondi S.r.l.: www.naldoniebiondi.it;

Sending an order to the Seller, the Customer confirms to acknowledge and accept all the General Conditions written in the standard products catalogue. The Catalogue is made and distributed on paper and published on the website of Naldoni e Biondi S.r.l., www.naldoniebiondi.it. These General Conditions apply to all transactions concluded between Customer and Seller, who reserves the right to make changes and/or additions for updating purpose, at any time they are needed.

If a written offer has been made, the General Conditions in force will be kept valid and enforceable for the period of time indicated in the offer, until its expiration.

Orders and purchasing modes

Any Order, as well as any amendment and/or integration of the same, must be confirmed by the Seller, by written notice, and sent to the address that the Customer must indicate in the Order, together with all its data.

Upon receipt of acceptance, the Customer agrees to verify the correctness of the Order and to communicate in writing, without delay, any inaccuracy which may result in the need of corrections.

Prices and payment

The prices for standard products are those shown in the Seller Price List, in use when the Order is confirmed by the Seller, unless otherwise agreed, by agreement between the Parties in writing. The prices for special products are those shown in the Seller offer and confirmed by the Customer with the Purchase Order. Product prices do not include VAT and payment must be made by the Customer according to the methods agreed between the Parties in the Purchase Order.

Payments are made in Euros.

The Seller will update the Price List, upon written notice to the Customer.

If the Customer fails or delays the payment with respect to the agreed time limit, default interests will be automatically due, to the extent provided for by Legislative Decree no. 231/2002 for each day of delay, until the actual balance. The Seller has the right to suspend the delivery of Products, also when the Products relate to other and different Orders granted to the same Customer in default and, if the default becomes overt, the Seller has the right to cancel the Orders in progress.

Delivery

Except in the case of written agreement to the contrary, if a carrier is needed for delivery, this delivery is deemed to be "Free carrier", whereby any risk connected to the subsequent transport is transferred to the Customer, starting from the delivery of the Product by the Seller to the carrier.

Unless otherwise agreed in writing, the transport is always carried out with the "Free On Truck" clause, so the delivery does not include unloading of the Product, portorage and all risk of loss or deterioration of the Product, which must therefore be considered the responsibility of the Customer.

Any term of delivery expressly agreed between the Parties is deemed to be met by the Seller, in case of carrier transport, upon timely delivery of the Product to the carrier, so the Seller is not responsible for any delays in the subsequent transport.

Unless other written ruling, the terms of delivery that may be specified in the order confirmation, payable by the Seller, are not essential and therefore not binding for the Seller.

Force majeure events or circumstances beyond the Seller's control, such as for example strikes, lockouts, provisions of the Public Administration, export and import blocks, accidents in the Seller's productivity sector, throughout their duration, free, without any limitation, the Seller from any obligation to comply with an expressly agreed upon term of delivery.

In the event that the non-receipt of the goods is attributable to the Customer and the Seller has given notice in writing that the Products are ready for delivery, the Customer must bear the costs relating to the delay in delivery, the storage of the Products, as well as any resulting damage.

Confidentiality

Any information relating to production and/or trade (i.e. any information, data, drawings, know-how and documents) connected to the activity of the parties must be treated as essentially confidential, whereby each party agrees to keep the information acquired from the other party confidential, not to disclose its content and to use it in a limited manner.

Warranty

The Seller guarantees that their products are free of any defect and comply with the declared technical specifications or the drawings received from the Customer.

All the Seller's Products are covered by the manufacturer's commercial warranty. The commercial warranty period is limited to twelve months from the date of the Products' dispatch.

This warranty relates to possible construction defects or products that do not comply with the size and materials used. In any case, the Seller will be liable for consequential damages, loss of production or lost profits of the Customer.

The validity of the warranty on the purchased products is subject to the suspensive condition of complete payment of the products.



The warranty applies only if the Customer has used the Product properly and in compliance with its intended use, while it decays if the Customer has made improper use of the Product, or if the Product has been modified, repaired and manipulated by the Customer or any other person charged by the Customer. The Seller does not take any responsibility, even if the defects arise from an improper storage.

Complaint

At the time of taking-over of the Products, the Customer must immediately check their quality, packaging, compliance with the Order and record any possible detected discrepancies compared to the Order itself.

The Customer must report the presence of faults or defects to the Seller, on pain of forfeiture, within 8 (eight) days from receipt of the Products, in the case of visible faults or defects, or within 8 (eight) days from their discovery, in the event of hidden faults or hidden. The date of receipt of the product must be proven by documents. After that time, the Products are considered definitively accepted.

Complaints must be in writing and contain the detailed description of the detected faults or defects and attached photographic documentation; the product must be sent at the headquarters of the Seller, so that the latter can carry out the necessary checks.

The Seller reserves the right to evaluate, at their discretion, the existence of the defect specified by the Customer and to determine whether it is within the defect cases for which the warranty is activated.

If the Customer complaint is upheld, the Seller, at their own costs, including transport costs, will repair the products detected as defective, or will provide, free of charge, products equal to the defective ones in quantity and quality, or even, will issue a credit note for an amount equal to the value indicated on the invoice for returned products; in such cases, defective Products must be returned to the Seller.

If the complaint is totally or in part unfounded, the Seller shall be entitled to compensation for expenses incurred in the investigation carried out (expert reports, any trips made by technical staff, etc. ...)

In any case, the Seller can not be held liable for consequential damages of any kind, including, for example, losses resulting from inactivity of the Customer or their possible lost earnings.

The Seller can not, under any circumstances, be held liable for damages directly or indirectly caused by the delayed execution of repairs and/or replacements.

Processing of personal data

The Customer's personal data are processed as required by Italian law, with regard to processing of personal data (Legislative Decree no. 196/2003). The Seller is the Owner of the processing of data, which are collected and processed exclusively for the execution of this Agreement.

Under Article. 7 of the above-mentioned legislative decree, the Customer is entitled to ask the Seller the updating, correction, integration, erasure and anonymization of their data.

Applicable law and competent court

These General Conditions are governed by Italian law and the competent court is the Court of Ravenna. However, it is understood between the parties that only the Seller, at their discretion, has the right to waive the jurisdiction of the aforesaid exclusive court, opting for the court of the defendant, at the Court of competent jurisdiction.

Final provisions

It is understood that any tolerance for violations of these General Conditions shall not, in any way, be interpreted as a waiver by the Seller to exercise the rights and/or powers linked to the General Conditions or consequential.

Naldoni e Biondi S.r.l.

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