

GENERAL TERMS AND CONDITIONS

- 1- Any order is understood to be definitely accepted only after seller's confirmation. The seller's acceptance of a purchase order implies acceptance of these terms and conditions. Other conditions or notes on the purchase orders will not be accepted unless agreed on in writing.
- 2- Purchase orders are considered accepted only after written confirmation from the seller; and invoice or shipping document can also be considered as confirmation.
- 3- All prices are in Euro, unless written differently in the offer. Prices do not include freight, taxes, duties.
- 4- For materials sold "ex works" the seller must give the buyer a notice of when the goods will be ready for collection at seller's premises. The buyer must take delivery within 7 days from the date stated as material ready from the seller. The buyer is responsible for carriage etc as per Incoterms. If the Buyer fails to take delivery as written here the Seller will either store the goods and charge a storage fee, or cancel the order. For materials sold freight prepaid the Seller must confirm delivery date and delivery place so that the Buyer can organize the unload. Should the forwarding agent invoice extra charges for waiting time before unloading those will be invoiced to the Buyer. The Seller is not responsible if for any reason the forwarding agent is late with the delivery and the Buyer has no right to refuse the goods. The Buyer shall inspect the goods upon arrival; if the packages are damaged the Buyer needs to place a note on the delivery note specifying that the material has arrived damaged. The Buyer has then 5 days to check the material status and the quantity and make a claim to the Seller; after that time the delivery is considered complete and in good condition.
- 5- Payments must be made to the Company's branch in Tione di Trento. Any delay in payments will give the seller the right to suspend or cancel the supplies still under way and to rightfully apply on the sum due, from due date until payment date, the yearly interest corresponding to the official interest rate in force during the delay period plus 5 points. The seller reserves, in any case, the right to act against the buyer for any greater damage.
- 6- The goods will remain the property of the seller until total payment is made.
- 7- The price in the offer is net of any discount and does not include VAT or any custom duty or other charges. If the Buyer is not Italian he is responsible for customs and other duties, payable upon import of materials.
- 8- The Seller warrants that the material delivered are according the technical specification of the customer or according to the technical data sheet valid at the time of the order. The Seller warrants that the goods are free of defects linked to faulty materials or faulty manufacture. The Buyer shall notify the Seller in writing, within 15 days from arrival, for any claim or non conformity of the material (or where the non conformity is not apparent withing 90 days); failing this dead line no warranty will be taken into consideration. The Buyer needs to keep the material for inspection for at least 1 month. The Seller liability is to : replace material, credit material; take back material. No other warranty is given. The liability in damages of the Seller is in all cases limited to the price of the order in question, and the Seller shall not be liable to the Buyer for any damages, consequential loss or damage (also loss of profit), costs, expenses or other claims for compensation whatsoever that arise out of or in connection with the supply of goods or their use or resale by the Buyer.
- 9- The Buyer has no right to claim for delays due to Force Majeure
- 10- the Buyer shall indemnify and hold harmless the Seller against any and all claims, demands, proceedings of any third party, including any sub buyer or agents, made or brought in respect of the goods for their use or application, howsoever arising and notwithstanding any negligence of the Seller.
- 11- The contract is governed and construed in the respect of Italian Law. Any dispute shall be submitted exclusively to Trento Court.

Novurania SpA
