



GENERAL CONDITIONS OF SALES

- 1. GENERAL** - The scope of supply is defined only by the written order confirmation of the seller and is governed by the general conditions of sale. Any deviation from the general conditions of sale that was agreed between the parties, will be valid only if confirmed in writing by the seller.
- 2. ORDERS** - Orders that are received by the seller are accepted only if confirmed in writing.
- 3. PRICES** - Unless otherwise agreed, the prices applicable to the scope of supply are set out in the order confirmation.
- 4. CERTIFICATES** - Any certifications related to the products supplied must be specifically requested at the time of the inquiry and clearly identified on the quotation/order form. Otherwise the seller reserves the right to provide certain types of certificates only if available and against the payment of a fee which will be calculated on a time to time basis depending on the certificate and activity involved.
- 5. DELIVERY** - The delivery set out in the order confirmation are indicative and do not bind the seller to any obligation. The seller is not liable for any damages whatsoever for either direct or indirect damages due to late delivery or interruption or termination of all or part of the supply.
- 6. TRANSPORT** - The goods always travel at the full risk of the buyer.
- 7. PAYMENT** - All payments are due within the deadlines agreed even in the case of delay in receipt of the goods or damages or losses or reductions, which have occurred during transport and if the goods provided for the purchaser are not collected. For those payments received in delay an interest rate of 8.05%/year will be calculated and invoiced separately for immediate payment. Delays in payment are not justified by any claim related to lack of documentation, certification, defects or non-compliance.
- 8. WARRANTY** - The vendor provide a guarantee for its material, unless otherwise agreed, for 12 months from the day of collection of the goods from its warehouse. The warranty is valid only for manufacturing defects and is only due to the original purchaser. The products damaged by transportation, incompetence, improper storage, incorrect application or installation, misuse, neglect or tampering by the buyer are not covered under warranty. Any type of maintenance, repair or replacement of products, can take place exclusively in a SA Fire Protection Factory.
- 9. OBJECTIONS AND COMPLAINTS** - Any complaints about the quantity, species or type of goods delivered must be made to the seller within 8 days from the receipt of the goods by the buyer. After that period the goods are considered accepted. Any goods sent back to SA Fire Protection will be rejected if shipped and delivered without any prior written agreement with the seller. Any complaint related to the quality of the goods shall be addressed in writing and within 8 (eight) days from the day of their reveal. If the defects are recognised as such and if the goods are still covered by the warranty period the seller is engaged to replace the product with another one of similar characteristics which will be available to the buyer EXW SA Fire Protection Factory. It is not the responsibility of seller for any direct and / or indirect damage derived from the use of products supplied, or from their failure or incorrect operation. In any case, any complaint from the purchaser, does not involve the suspension or refusal to pay the invoices of the seller.
- 10. ORDER CANCELLATION** - Should the Buyer proceed with an Order cancellation the entire amount of the purchase order is due to seller regardless from the status of the design, procurement or manufacturing activities.
- 11. INVOICES** - The minimum billing value is € 250,00 (Two Hundred Fifty), net. For order below € 250,00 a fee of € 100,00 will be added to the value in the invoice to cover for order administration cost. The Invoices will be issued once the goods are ready for dispatch and the goods are kept in custody for 30 days from the dispatch notice. If after 30 days the goods are not collected they will be removed from the dispatch platform and relocated in storage. A monthly fee of € 25,00 per square meter indoor and a fee of € 8,00 per square meter outdoor will be invoiced starting from the 31st day. The goods will not be covered by any insurance.
- 12. MISCELLANEOUS** - By the purchase of the goods, the buyer accepts automatically this conditions of sale even if not explicitly expressed with the submitted purchase documents. Consequently these conditions take precedence over the buyers own purchasing conditions.
- 13. JURISDICTION** - For any action or dispute the judicial authorities of Messina shall be used exclusively.