

GENERAL TERMS AND CONDITIONS OF SALE COMETAL Srl

INTRODUCTION

The following GENERAL TERMS AND CONDITIONS OF SALE regulate all commercial relations between COMETAL Srl (seller) and its customers (buyers). Any other condition or agreement has no value unless previously agreed by both parties in writing.

OFFERS

Unless otherwise stated, the offer is provided on the basis of market conditions, plant loading, metal value and transformation premiums in force at the time the offer is sent and must be confirmed / updated by the seller during the order. The material, if available at the warehouse, is offered under the clause "unless sold".

ORDER

The order transmitted by the buyer must be defined in all of its parts and must be complete with all the necessary commercial, technical and administrative indications. Any changes to the order must be agreed by both parties in writing.

The buyer may request the cancellation of an order and the seller will have the right to accept the cancellation of the same. The cancellation request must be received in writing within 48 hours prior to the scheduled delivery date of the material.

In any case, the seller will not accept cancellations for orders which have already been cut.

TERMS OF PAYMENT

The agreed payment conditions are mandatory, no exception will be granted unless in writing by the seller. For invoices for amounts less than € 150.00 + VAT for which the payment condition with a bank receipt has been agreed, € 3.50 will be charged as collection charges. In the event of late payment beyond the agreed terms, the buyer will have to pay the seller, without formal notice, the interest on the overdue amounts calculated on an annual basis equal to the current legal rate, increased by 5 percentage points, starting from the expiry date of the payment until the date of the actual balance

TERMS OF DELIVERY

The times foreseen for order fulfilment are to be intended as indicative and legally not binding for the seller. Therefore, the seller is not liable for damages directly or indirectly caused by the delayed execution or non-delivery of the goods. The delivery of the goods can also take place by means of successive or partial deliveries.

Delivery terms:

Unless otherwise specified, the goods are supplied according to the EXW term (Ex Work Vailate or Falconara M.) This formula, like any other differently agreed upon between the parties, will be governed by the INCOTERMS ICC 2010.

TOLERANCES

The dimensional tolerances of the products supplied by the seller are those established by the UNI-EN regulations. For the execution of the order, a tolerance of +/- 10% is allowed on the weight of each individual order position.

OWNERSHIP OF GOODS AND PAYMENTS

The buyer who suspends or delays payments will be considered to be in default for all purposes. The buyer will acquire the ownership of the materials only after full payment of the invoice issued by the seller but will assume any risk inherent to the materials themselves, including the risk of deficiency due to reasons not attributable to the seller.

COMPLAINTS

Any defects or lack of quality of the goods must be reported to the seller within 8 days of receipt of the goods. In any case, the seller will not accept claims of any kind over a month from the delivery date. Claims of any kind will not be valid unless presented in writing. Any defect or hidden or apparent defect of the products sold, as well as any discrepancies in them, will give the buyer the sole right to request replacement with the exclusion of any liability for direct or indirect damage.

Withdrawal from contract

The seller will have the right to withdraw from the contract without any charge if he becomes aware of the existence of claims of securities as well as the initiation of judicial procedures for monitoring, ordinary, competition, even extrajudicial charged to the buyer.

COURT OF JURISDICTION

The Foro di Treviso (BG) is exclusively competent for any dispute arising between the parties.

Treviso, December 2018