

Registered, administrative and laser cutting office:

Via Puglia, 5 - 35043 Monselice (PD)
Tel. 0429-74970 Fax 0429-75033

Carpentry Factory:

Via Puglia, 12 - 35043 Monselice (PD)
Tel. 0429-73202 Fax 0429-73074

Share Capital 118.000,00 € fully paid
Tax code and VAT number Company Register Number PD
00405060286
R.E.A. di PD 123325

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www.officinemolon.com

GENERAL TERMS OF SALE

1) PREAMBLE

These general conditions apply when they have been agreed on or recalled by the parties.

Any waiver will be valid only if written. In the context of these general conditions, the term "Products" or "Services" indicates the goods or the activities that form the subject of the individual order made by the customer (hereinafter referred to as "Contract" or "order" – regardless of the form in which it is agreed). These general conditions also apply to future contracts between the same parties, unless they have expressly excluded their application. The writer may be indicated by the term "our company" and the person issuing the order may be indicated as "customer".

When the documents contain conditions other than those listed below, the contents of the document will be of value even if it is referred to these general conditions of sale.

Our company agrees with the customers about the technical and economic characteristics of the supplies. What has been agreed is valid for each supply subsequent to the initial agreement (unless subsequent modifications made in a written form). Subsequent orders can be received by any means of communication (it is up to the customer verifying that the communication has arrived to our company). In addition to communicating any impossibilities to meet the customer's requirements, our company always sends a communication to verify we "take charge" of the customer's request.

2) TECHNICAL CHARACTERISTICS OF THE MATERIALS USED FOR THE PRODUCTS

The items to be produced and the required processes correspond to the technical drawings supplied by the customers (or agreed with the customer). When the production material is delivered by the customer, our organization will carry out the checks requested by the customer in the acceptance process and in any case our acceptance check procedure will be applied. When the material is purchased from our company, we will keep the evidence of the characteristics if requested in the order (cast certificates, etc. - unless otherwise required by law). Differently, our organization will use only the indications given by the suppliers on the delivery documents or on the technical characteristics declared by the same. In any case, it is the customer who must indicate the characteristics of the raw materials to be used for the required processes. Our company is not responsible for any damage deriving directly or indirectly from the incorrect use of the product in applications for which the customer must verify the characteristics of the material used.

3) DIMENSIONAL CHARACTERISTICS OF THE PRODUCTS

The products are made in compliance with the indications given by customers on their drawings or other technical/production documents.

When the measurements shown on the drawings do not indicate the tolerances or standards to be respected, our company will apply the tolerances defined by the UNI 22768-m (medium) standards. When the unit of measurement is not indicated, the unit expressed in mm (millimeters) will be used.

4) STAFF SKILLS

The staff that our company employs for the realization of the products is specialized and adequately trained to manufacture the product requested. Any skills the customer requires as evidence of specific "licenses/certificates" or other staff certificates must be explicitly requested upon receipt of the order. Our company can use external staff to respond to production needs by contacting qualified suppliers. When this occurs, our company will not be committed to communicating it in advance (except in cases provided for by law). Any exclusions of this possibility must be made explicit by the customer.

5) DIMENSIONAL CHECKS AND TESTS

The dimensions of the product will be examined by the operators with measuring instruments checked and calibrated according to our internal procedures defined in accordance with the ISO 9001 standards. The detected measurements will not be subject to any registration unless otherwise agreed with the customer and any potential non-conformity registration.

The delivered product is considered verified and complies with the agreed characteristics. The processes that require testing are carried out according to the company's procedures or applicable standards and the declarations required by current legislation will be released. The conformity checks of the product take place at the end of the work entrusted to our company. Our company is not responsible for any damage or discrepancy following subsequent processing. In case of detection of irregularities that do not affect the quality of the processing, we progress with the communication to the customer and with a request for waiver before delivery.

6) DELIVERY TERMS

If the customer does not specify the delivery terms, our company reserves the right to define them or to plan the realization of the product according to the activities to be carried out and giving chronological priority over the requested delivery terms. Any delay due to force majeure (as defined in point 12) or to acts or omissions of elements for production (e.g. failure to communicate data that are necessary for processing an order) or justified by the customer's defaults (e.g. failure to make advance payments) is not considered as attributed to our company. In the event of a delay in delivery attributable to our organization, the customer must express a request for a delivery reminder and agree in advance and in writing on any requests for damages. Except in the case of willful misconduct or gross negligence on the part of our company, the payment of the amounts indicated bypasses any further compensation for damage due to failure or delay in delivery of the Products. The customer is responsible for transport charges. Our company carries out conformity checks before shipping to guarantee that only compliant products are shipped. Any damage on the products due to transport or occurred outside our production center cannot be ascribed to our company.

7) PACKAGING

Unless otherwise agreed, prices are intended for products packed with metal strap or stretch film. Any other protections or methods must be requested.

8) PRICES

When prices are not indicated on the order, the product price will be made by evaluating the costs incurred by our company in the final balance. If the price is not indicated for the products that are repurchased and in the orders following the first one, our company can make changes as against the price applied in the previous supplies depending on the cost of the resources used.

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9) VALIDITY OF THE OFFERS

Our offers are valid for a maximum of 20 working days.

10) PAYMENT CONDITIONS

Unless otherwise agreed, the products must be paid according to what is indicated on the invoice or contracts. For each payment delay, the Customer will pay default interests in the terms and to the extent provided for by art. 4-5 of Legislative Decree 9/10/02 n. 231, as well as any recovery costs according to the provision of art. 6 of the same Legislative Decree, unless otherwise agreed.

11) WARRANTY FOR DEFECTS

Our company guarantees the compliance of the Products with particular specifications or technical characteristics or their suitability for particular uses only if these characteristics have been expressly agreed in the order or in documents recalled by the order itself (except for regulatory indications and legislative provisions).

12) FORCE MAJEURE

Each party may suspend the implementation of its contractual obligations when such execution is made impossible or unreasonably costly by a legitimate impediment, such as a strike, boycott, lockout, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargo, laws, regulations or measures of public authorities, power outages, serious delays in the delivery of components or raw materials. Any circumstances of the type indicated above, occurring before the conclusion of the contract, will give right to the aforementioned suspension only if the consequences on the implementation of the contract could not be foreseen at the time of the conclusion of the contract. The party wishing to make use of this clause must immediately notify the other party in writing of the occurrence and termination of circumstances of force majeure.

13) APPLICABLE LAW - COMPETENT COURT

The Contract is governed by the Italian law. For any controversy deriving from the Contract or connected to it, the jurisdiction of our company will be exclusively competent; however, notwithstanding the above, our company will always have the right to appeal to the client's forum.

The customer declares to specifically approve, in accordance with articles 1341 and 1342 of the civil code, the following clauses of the general supply conditions: art. 2 (TECHNICAL CHARACTERISTICS OF THE MATERIALS USED FOR THE PRODUCTS) art.3 (DIMENSIONAL CHARACTERISTICS OF THE PRODUCTS), art.4 (STAFF SKILLS), art.5 (DIMENSIONAL CHECKS AND TESTS), art.6 (DELIVERY TERMS), art.7 (PACKAGING), art.8 (PRICES), art.9 (VALIDITY OF THE OFFERS), art.10 (PAYMENT CONDITIONS), art.11 (GUARANTEE FOR DEFECTS), art.12 (FORCE MAJEURE), art. 13 (APPLICABLE LAW - COMPETENT COURT) - These conditions are submitted to the customer when referred to in the documents relating to orders.