

SALES TERMS & CONDITIONS

- 1) The supply is defined exclusively by our order acknowledgment and is subject to these general conditions.
- 2) The prices do not include VAT and are those valid at the issue of the order acknowledgment. They can change in case of modifications of the customs duties, alloy surcharge, price list of the producer, exchange rate of the Euro with the currency of the country of origin of the goods when they are imported.
- 3) Quantitative differences will be considered tolerable within +/- 10% (plus / minus ten percent) from the ones agreed. The goods will be priced according to the quantities shown in the delivery notes.
- 4) Delivery dates are indicative rather than peremptory. Therefore, neither contract resolution nor compensation for damages can be claimed in case of delay. At all events, we shall not be answerable for damages arising from any indemnifications which may be due or paid by you to third parties in connection with such delay.
- 5) The transportation of goods - even when sold with the understanding that they will be delivered at your address - is always at your cost and risk.
- 6) If the goods are to be collected by you, you are kindly requested to do so within two weeks from our notice that they are ready for delivery. After the expiration of such period, it will be our right to:
 - require a storage indemnity, based on current prices;
 - issue an invoice inclusive of the price of the goods and of the storage indemnity in conformity with the agreed terms of payment;
 - cancel the contract.
- 7) Our warranty covers exclusively the chemical and physical characteristics of the materials as specified in the contract. The said warranty, however, does not cover the use made of the said materials.

In case of apparent or latent defects, we shall be bound by the warranty only if the goods will have been stored in places apt to the preservation of their characteristics and functions. Under the warranty, moreover, we shall be bound only to substitute defective goods, or to eliminate defects, or to change prices, excluding any compensation for damages; in particular, we shall not be answerable for damages arising from any indemnification which may be due or paid by you to third parties in connection with such defects.
- 8) Any apparent defect must be notified in writing within five days from the goods receipt. As far as the weight of the goods, it is accepted a tolerance of plus / minus three per thousand of the declared weight. The notification of defects will not delay the agreed payments.
- 9) Payments will be made exclusively according to the terms indicated in our order acknowledgment. Any amendments to the payment terms must be agreed in writing.
- 10) In the event that you should fail to pay - even partially - the prices agreed it will be our right to:
 - debit you with the interest as defined by D.L. 213 of October 09, 2002 at the rate indicated in our selling documents;
 - issue a draft payable at sight, plus costs, both on the capital and the interests accruing as above;
 - it will be our right to discontinue successive deliveries, even though they may be the object of another contract;
 - it will be our right to require immediate payment of other instalments of the amount in question, or of other amounts.
- 11) If the goods must be subject to test, the said test must take place within two weeks from the notice that the goods are ready for delivery at the place of the Seller and at your expenses.
- 12) Any disputes as to the interpretation and fulfilment of the contract will fall within the exclusive competence of the judicial authority of the City of Genoa.