

GENERAL CONDITIONS OF SALE

Seller: FREN TUBO S.R.L., Via della Bastia, 29, 40033 Casalecchio di Reno (BO), Italy
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1) **GENERAL CONDITIONS**

The present General Conditions of Sales settle terms of sale between Fren Tubo s.r.l. and its' Customers (physical persons and companies).

FREN TUBO S.R.L. reserves the final right to modify present General Conditions of Sale at any moment.

2) **ORDERS**

A Customer's order is to be considered as a purchase proposal: it is not binding for the Seller, who reserves the right to accept it or not.

An order receipt is not binding for the Seller in any way until this shall have sent the specific order confirmation.

Eventual additions and modification to the order, also effected through Seller's Agent, are not binding for the Seller.

The Seller can accept or refuse them without prejudice for the original order.

The same is valid for the cancellation of orders.

Seller's order confirmation cancels all eventual agreements or negotiations which are not expressly mentioned in the order confirmation.

3) **OBJECT OF SUPPLY**

The supply includes exclusively what is clearly indicated in the order confirmation.

The Seller reserves the right to modify products appropriately and to inform the Customer about these changes by phone or in a written form.

Eventual characteristics and data resulting from the catalogue or any other documentation correlated to the products are to be considered approximated and non binding for the Seller.

4) **PRICES**

The valid prices are those of the Seller's price-list in force at the moment of editing the order confirmation.

The indicated prices are valid for goods sold EXW Casalecchio di Reno (Bologna – Italy).

These prices don't include other burdens and costs, such as VAT, stamp duties or other taxes which are always charged to the Customer.

5) TERMS OF DELIVERY

Terms of delivery are to be considered approximate: in favour of Seller there is a tolerance of 5 (five) days from the date indicated in the order confirmation.

However, the Seller shall not be responsible if a non-observance of terms of delivery is consequent to strikes, unavailability of raw materials, natural disasters, fires or other events non attributable to the Seller.

6) INCOTERMS AND RISKS

Goods are sold EXW Casalecchio di Reno (Bologna – Italy).

Eventual Seller's interest in researching the best mean of transport is done for account and in the interest of the Customer, without any responsibility for the Seller.

Eventual lost, damages or alterations of the goods or packages – or any disservice attributable to the transportation – have to be supported by Customer.

7) DELIVERY

The goods are delivered to the invoicing address.

In case that delivery address is different from the invoicing address, the Customer is obliged to specify it clearly, in order to avoid errors in deliveries of the goods.

8) PAYMENTS

A due amount of each invoice has to be paid in accordance with what is laid down by the invoice.

Payments effected to Seller's Agents are not liberating for the Customer without upon prior notice (specific written authorisation of the Seller).

A non-observance of the term of payment gives to the Seller the right to:

- a) Resolve all contracts in course (accordingly to art. 1456 of Italian Civil Code);
- b) Suspend any fulfilment of orders or remainders of orders in course;
- c) Issue drafts, by considering them authorised, of the remaining outstanding invoices, also in case that originally different payments conditions had been agreed.

9) LEGAL EXPENSES

Any outstanding of the Customer authorizes the Seller to entrust a lawyer's office which shall proceed with cashing a due amount and bank expenses for the insolvencies.

10) SELLER'S RIGHT OF WITHDRAWAL

The Seller reserves the right to withdraw from the contract in case that, also after the transmission of the order confirmation, he gains commercial information advising that it should be better to interrupt an execution or a continuation of the contract.

11) COMPLAINTS

Complaints about eventual deficits or breaking off have to be done exclusively to the shipping agent at the moment of delivery of the goods, with annotation on relative Delivery Note.

Any other complaint relative to the nature and/or characteristics of material has to be passed on promptly to the Seller.

12) ITEMS CANCELLATION

The items which are not present in the price-list are eliminated.

The Seller reserves the right, on its own discretion and at any time without prior notice, to eliminate from the production also other items present in the proper price-lists.

13) PACKAGING

The standard packages (cardboards and packets) are free-of-charge; the equivalent values for eventual particular packages (pallets, special boxes and similar) have to be agreed.

14) RESPONSABILITY

Seller's responsibility for faults of the sold products, if promptly ascertained, is limited exclusively to a free-of-charge substitution of defective material.

15) AN AGREEMENT OF A RESERVED DOMINION

The goods remain the property of Fren Tubo s.r.l. until their complete payment.

16) JURISDICTION

Independently from the nationality and residence of the Customer, the present contract is subject to the jurisdiction of the Italian Judge.

17) THE OFFICE CIRCULAR ABOUT THE PRIVACY (D. LGS. 196/2003)

Please refer to the section "Privacy" published on our web-site <http://www.frentubo.com>.

18) COURT

Any eventual dispute between parts shall be transferred exclusively to the Court of Bologna which is the unique competent judiciary.