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## GENERAL CONDITIONS OF SALE - REVISION 2 OF 28/02/2024

### 1. Premise.

**1.1** The present contract of sale is governed by The United Nations Convention on the international sale of goods (Vienna 1980) and, for matters not covered by this Convention, by Italian law.

**1.2** Any reference to commercial terms (such as EXW, CIP, etc) are to be considered as a recall to the Incoterms<sup>®</sup> of the International Chamber of Commerce, according to the text in force at the time of stipulation of the contract.

**1.3** With the exception specific contractual conditions, such as open/programmed orders, an order may be considered valid only after the confirmation of Viteria Fusani S.r.l, from here on referred to as The Vendor. Please be advised that Viteria Fusani is free to decline any received orders, and in the event of any missed payments, Viteria Fusani will cease with immediate effect any production or orders in progress. Please note that Viteria Fusani will apply this same condition to any orders, even if already confirmed prior to any owing payment dates, and is not bound to the client in anyway. The entire commercial process, starting with the request for an offer/quotation and up to the confirmation of the order is administered under the control of the Vendor, by way of its procedures and informative systems. Offers and order confirmation, unless otherwise requested with modality specified by the client, are formulated on forms supplied by the Vendor.

Even though the quantity of a shipment is stipulated in the ordering phase, at the moment of delivery this may vary by  $\pm 5\%$  due to the type of mass production. It remains implicit that thanks to accurate systems of counting and weighing, the effective quantity supplied to the client will be indicated in the transport documents, with  $\leq 0,1\%$  accuracy and the invoicing to the client will be based on this data.

### 2. Characteristics of the products – Modifications

**2.1** Eventual information or data regarding the characteristics and/or technical specifics of the product contained in brochures, price lists, catalogues or similar documents will be binding only in as far as they have been expressly defined by the contract.

**2.2** The elevated stability and realization capacity of the production processes of Viteria Fusani, assure defective returns to the client to be less than  $0,02\%$  (200 ppm).

On request, and on the basis of rigorous selection processes, it is possible to obtain a guarantee of defect levels of around 0,005 % (50 ppm).

**2.3** The Vendor, unless diversely expressed by legislative constraints, by applicable or contractual standards, reserves the right to apply modifications to the product and the production process, without altering the essential characteristics of that product. This is intended as a continuous improvement of the product and the production process of the same.

### **3. Terms of Delivery**

**3.1** If ever the Vendor predicts an inability to deliver the Products by the delivery date agreed, it must advise the Buyer in writing as soon as possible, indicating where possible, the expected date of delivery. It is implicit that should a delay due to the Vendor exceed 6 weeks, the Buyer may Terminate the contract relative to the Products for which the delivery is delayed with a notice, within 10 days from the date of notification of the delay by the Vendor, to be communicated in writing (or by telefax or mail) to the Vendor.

**3.2** Eventual delay due to force majeure will not be considered attributable to the Vendor (as defined in art.9) or to acts or omissions of the Buyer (e.g. failure to communicate indications necessary for the supply of Products).

**3.3** In case of delayed delivery, greater than 6 weeks, imputable to the Vendor, the Buyer may request, subject to formal notice in writing by the Vendor, compensation for the effective damages demonstrated by him/her, within a maximum limit of 5% of the price of the Products delivered late.

**3.4** Except in the case of grave fault on the part of the Vendor, the payment of the sum indicated in art.3.3 excludes any other compensation for damages for delayed or failed delivery of Products.

### **4. Returns and Shipping – Complaints**

**4.1** Unless agreed to the contrary, the supply of the goods is intended Ex Works, packed in polypropylene bags, even when it has been agreed that the shipment or part of it is to be handled by the Vendor.

**4.2** In any case, whatever the terms of return are agreed by the parties, the risks associated with transport pass to the Buyer at the latest on the hand-over of the goods to the first transporter.

**4.3** It is implicit that that eventual complaints or contestations do not give the Buyer the right to suspend or delay payments for Products which are the object of the contestation, nor indeed, of other deliveries.

**4.4** Under DAP or DOP terms of return agreed (Incoterms® 2010), should the Buyer, on arrival of the goods, reveal evident defects (damaged packaging, etc) the Buyer must insert the relevant reservations to the transport documents of the carrier, at risk of default on the guarantee, and must immediately advise the Vendor. Beyond this action, the goods afflicted by evident defects must be conserved without opening or moving the packaging.

## **5. Prices**

The prices are agreed with the client by way of lists or specific offers and validated on confirmation of the order. Unless otherwise agreed, the prices are intended as being for Products packed according to the norms of the sector in relation to the means of transport agreed, Ex Works, and with an understanding that any other costs or tariffs shall be at the expense of the Buyer.

## **6. Terms of Payment**

**6.1** Where the parties have not specified terms of payment, the payment must be made within 30 days of the date of the invoice, by bank transfer. The payment will be considered to be effected when the sum becomes available to the Vendor in its chosen bank in Italy. Unless otherwise agreed, any eventual bank charges or commissions resulting in relation to the payment will be borne by the Buyer.

**6.2** Where the parties have agreed an advanced payment without any other indications, it is assumed that the advanced payment refers to the full price. Unless by other agreement, an advance payment should be accredited to the account of the Vendor at least 30 days before the agreed date of delivery.

**6.3** The client is bound to pay according to the agreed deadlines. Confronted by eventual insolvency or excessive exposure to credit, the Vendor will activate a process of reminders and should there be a prolonged situation of continued payment difficulty, it reserved the right to suspend further supplies and initiate legal action to recover credit.

## **7. Warranty for Defects**

**7.1** The Vendor commits to proposing a remedy for whatever issue, insufficiency of quality (non-conformity) or defect of Products attributable to it, verifying within 24 months of the date of delivery of the Products, so long as the complaint has been notified as specified below. Eventual complaints relative to the condition of packaging, quantity, number or external characteristics of the Products (defects apparent), must be notified to the Vendor in writing, and corroborated by tangible evidence, at risk of forfeiture, within 10 days of the date of receipt of the Products.

The conformity of the exterior characteristics is guaranteed only if the products are moved and stored by the Buyer in a covered and dry place, protected from humidity. Eventual complaints relating to defects not identifiable by way of a diligent control at the moment of receipt (hidden defects) must be signaled to the Vendor in writing, at risk of forfeiture, within 7 days of the discovery of the defect, and in any case, not more than 24 months from the delivery.

Whenever the objective non-conformity of the product is recognized, it will be agreed with the Client whether to substitute the same products or to proceed with a note of credit. Every complaint from a Client will be analyzed in any case, replied to and a record kept. For complaints in which there is effective evidence of non-conformity attributable to Viteria Fusani, a process will be activated of “problem resolution”, to eliminate the causes which generated the complaint, with the aim of avoiding repetition of the same problem in the future. The Client will be informed in respect of this.

**7.2** The Vendor does not guarantee the compliance of its Products in specific or characteristic particulars or their suitability for particular uses unless within the parameters for which the characteristics have been expressly agreed in the contract, or in documents referred to in such detail for the purposes of the contract. It is implicitly understood that the guarantee, consisting of the obligation on the part of the Vendor to substitute defective products or to furnish a note of credit, excludes any other responsibility on the part of the Vendor, either contractual or extra-contractual, in any case originating from the products supplied (e.g. compensating damages, loss of earnings, campaigns for returns/complaints).

## **8. Retention of Title**

It is agreed that the products delivered remain the property of the Vendor until the final and complete payment has been effected to the Vendor.

The retention of title extends to Products sold by the Buyer to third parties and at the price of any such sales, within the maximum limit provided by the law of the country of the Buyer which regulates this clause.

## **9. Force Majeure**

**9.1** Either of the parties can suspend the execution of the its contractual obligations when such execution is rendered impossible or unreasonably onerous by an unforeseen impediment independent of its wishes which could be but is not limited to: natural disasters, fire, floods, acts of terrorism, epidemics/pandemics, perquisitions, electrical energy failures, embargo, lack of primary materials.

**9.2** The party which wishes to avail of this clause must communicate immediately in writing to the other party the verification and the cessation of such circumstances of force majeure.

**9.3** Whenever the suspension due to force majeure lasts more than 8 weeks, each party will have the right to terminate the present contract, giving notice of 10 days, to communicate to the other party in writing.

## **10. Competent Forum/Arbitration Clause**

For whatever controversy deriving from the present contract or related to the same, the Forum of the headquarters of the Vendor will be the exclusive authority. All things considered, in derogation of the above, the Vendor has in any case the faculty of bringing the controversy before the competent judge of the headquarters of the Buyer. Whenever the Buyer resides in a country

outside of the EU all the controversies deriving from the present contract or in relation to it will be resolved definitively according to the Regulation of Arbitration of the Arbitration Chamber of Milan by one or more arbiters nominated in accordance with the said Regulation.