SALE CONDITIONS

1. DEFINITIONS
In these General Terms the following words have the following meanings:

"Conditions" means conditions of sale contained herein.

"Agreement" means an agreement for the sale of products, approved by the vendor ("Vendor") with third parties ("Customers or Customer") and following acceptance of an Order.

"Supplier" CEREDI of Ceredi Giovanni & C. CNS.

"Products" means the Consumer Products (boating/nautical accessories), sold by the provider and in its products catalogs.

"Order" means a purchase order for products sent to the Supplier by the Customer.

"Business Day" means any working day from Monday to Friday (inclusive).

"Order Confirmation" means confirmation of the Order by Supplier.

"Acceptance" means the receipt of the Confirmation Order by the Customer.

2. GENERAL

2.1 The acceptance of your Order Confirmation requires adherence to these Conditions, and the Customer waives any own conditions.

2.2 The conditions cancel and replace all other conditions of sale of the supplier.

2.3 Any special arrangements (involving, for example, but not limited to special products or contract) will be invalid if they are not explicitly specified in the Order Confirmation.

2.4 The minimum amount of supply is Euro 100,00.

2.5 In case of cancellation of the Order, the Supplier may withhold payments on account already received and the customer must pay upon request with registered letter with advice of receipt, a penalty equal to 15% of order value, compensating the Supplier for further damage.

2.6 The Supplier may at its option in whole or in part confirm the Order, but in any case, the Supplier may refuse orders not properly drafted or signed.

3. PRICE AND PAYMENT

3.1 The price payable for the Products by Customer will be indicated on the Order Confirmation, which is valid for 30 (thirty) days from date of issue.

3.2 The terms of payment shall always be essential.

3.3 If the Customer is in default of payment terms described above, subject to the right resolution and any other rights accruing under the law or the Contract, the Supplier reserves the right to suspend and/or immediately terminate the provision of additional products without any liability resulting. In case of dispute over the goods the customer is not required to suspend the payment of invoices. All goods sold remain the exclusive property of Supplier until they are fully paid.

3.4 In addition to the provisions of section 3.3, for failure to pay the price, the Supplier shall have the right to offset any amounts owed to his client.

3.5 On all amounts unpaid after the deadline for payment, default interest will be applied to the extent and in the manner provided by law no 231, October 23, 2002.

3.6 Prices are including packing, unless otherwise indicated.

4. PRODUCT FEATURES

4.1 In view of the continuous improvement of products, the Supplier reserves the right to change, without notice, design or specifications.

4.2 Besides the provisions in the catalogs, the Provider does not warrant that the products conform to specifications and/or specific standards required by the Customer.

5. YIELD

5.1 The delivery shall be ex-warehouse of the supplier.

5.2 In the event that the transportation of the Products is given to the Supplier, it will choose the delivery method but the transport remains at risk and expense of Customer. The Customer will be informed of the availability of products with a simple warning. If the goods will be not accepted at the delivery, we feel authorized to charge the customer the cost of transporting, loading and possibly amending the terms of payment.

5.3 With the arrival of the Products lies on the customer the burden of verifying the status, nature and Compliance Order.

5.4 Any loss or damage found on the packaging on arrival must be declared to the carrier immediately.

5.5 Complaints to the Supplier about deliveries not conform to the order must be issued immediately and confirmed in writing within 3 days of receipt of delivery. In the absence of this claim, the Supplier will not be under any obligation to Customer.

6. TERMS OF DELIVERY
6.1 The time limits specified in the Order Confirmation is provided for information only according to expected delivery made at the time of writing, any delays in delivery of Products does not involve any responsibility for the Supplier.

6.2 The delivery date shall be construed as taking charge of the goods to the carrier.

6.3 The delivery dates are always related to actual working days.

7. WARRANTY

7.1 The duration of the warranty from the date of delivery, is: 12 (twelve) months.

7.2 The warranty does not apply to replacements or repairs which may prove consequential normal wear of materials, from their use defective (particularly in environments for which the products were not intended) disregard of the instructions or maintenance, from defects in maintenance and / or improper use (or modifications without our consent), lack of supervisory or incorrect storage or disposal, or anomalies arising from the use of spare parts or wear that are not origin of the Vendor and / or approved by it.

7.3 In order to be able to rely on the warranty for obvious defects Customer must inform the Supplier, within 10 (ten) days after delivery and in writing, of the defects which he attributes to the product and give all the excuses about the existence of them, and all accompanied by proof of purchase, as regards latent defects, the term of the written complaint is of 10 (ten) days of discovery.

7.4 The Supplier undertakes to perform the repair and / or replacement of the Products and / or the spare parts of the same for all defects, except those caused by improper use of the Products.

7.5 The warranty shall cease if the customer makes himself, or been carried out by others without the written consent of Supplier, repairs or modifications to materials.

7.6 Outside of as provided in these Conditions, all warranties are excluded to the fullest extent permitted law.

8. RETURN OF PRODUCTS

8.1 Products returned shall be accepted by the Supplier only after approval, and written in advance. The customer must send the products free port at the warehouse of the Supplier who reserves the verification. The determination of the Products, it is solely for the technical Supplier. Are not taken into account products that are not returned fully intact or tampered with or damaged.

8.2 The Supplier reserves the right to deduct to the value of any returned goods expenditure control, packaging, refurbishing warehouse, administrative or otherwise charges.

8.3 The returned goods must refer to new products, unused and of current production.

8.4 The acceptance of returning goods, made for ordering errors or other causes beyond the Supplier, will result in a charge of 15% depending on purchase value of goods for re-stocking fees.

9. PROPERTY RIGHTS 'INTELLECTUAL

9.1 Any design, catalog or technical document sent to the client, before or after the conclusion of the contract, remains the exclusive Supplier’s property and may not be copied, reproduced, transmitted or communicated to third parties without prior written consent of Supplier. Violation of this requirement will entitle the Supplier to terminate the contract and claim compensation for damage suffered.

10. RESPONSIBILITY ')

10.1 The products are delivered together with documents and / or certificates that illustrate the characteristics, terms and conditions of use and the Customer acknowledges the importance for a correct use. Where the Products for any reason, will be brought without such documentation, the Customer is obliged to await the receipt before using them. Otherwise, the Supplier is not liable for the damage and the harmful consequences that might arise.

11. LIMIT OF LIABILITY '

11.1 Subject as provided in Article 4.2 and Article 7, if it is found, the Supplier’s liability for damages to people and things, it will be required to answer up to the amount paid by Customer for the Product that caused the damage.

12. FORCE MAJEURE

12.1 The Supplier may suspend performance of its contractual obligations when such performance becomes impossible or unreasonably burdensome because of unpredictable facts beyond its control such as. strike, boycott, lockouts, fire, war (declared or not), civil war, riots, revolutions, requisition, embargo, energy, delay delivery of components of raw materials.

12.2 The Supplier shall notify the Customer the occurrence and cessation of the circumstances of force majeure.

13. JURISDICTION

13.1 Any controversy arising from the interpretation and / or execution of the contract will be responsible exclusively to the Court of Ravenna.