

# GENERAL CONDITIONS OF SALE

## 1. DEFINITIONS

In these General Conditions of Sale the following words will have the following meanings: "**Conditions**" indicates the conditions of sale contained herein.

"**Agreement**" indicates a contract for the sale of Products, stipulated by the selling party ("**Supplier**") with third parties ("**Customers or Customer**") following the acceptance of an Order.

"**Supplier**" CEREDI di Ceredi Giovanni & C. SNC.

"**Products**" means consumer products (nautical accessories), sold by the Supplier and featured in its catalogues.

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

"**Working day**" means any day, from Monday to Friday (included) which is not a public holiday.

"**Order Confirmation**" indicates the confirmation of the Order by the Supplier.

"**Acceptance**" indicates the receipt of the Order Confirmation by the Customer.

## 2. GENERAL INFORMATION

2.1 Acceptance of the Order Confirmation implies the Customer's acceptance of the Conditions and the waiver of any of its general conditions.

2.2 The Conditions cancel and replace any other condition of sale of the Supplier.

2.3 Any particular agreements (concerning, by way of example but not limited to, special or made-to-order products) will not be valid if they are not expressly specified in the Order Confirmation.

2.4 The minimum supply amount is Euro 100.00.

2.5 In the event of cancellation of the Order, the Supplier may withhold the advances already received and the Customer will have to pay, upon request with registered mail, a penalty equal to 15% of the value of the Order, without prejudice to the refundability of the further damage.

2.6 The Supplier may at its discretion confirm all or part of the Order; in any case, the Supplier may refuse orders that are not duly drawn up or signed.

## 3. PRICE AND PAYMENT

3.1 The price due by the Customer for the Products will be that indicated in the Order Confirmation, which will be valid for 30 (thirty) days from the date of issue of the same.

3.2 Payment terms will always be considered essential.

3.3 In the event that the Customer fails to comply with the above payment conditions, without prejudice to the right to termination and any other right due under the law or the Contract, the Supplier reserves the right to suspend and/or immediately interrupt the supply of additional Products, without any consequent liability. In the event of a dispute regarding the goods, the Customer is not required to suspend payment of the relative invoices. All materials sold remain the exclusive property of the Supplier until paid for in full.

3.4 In addition to the provisions of point 3.3, in the event of default in payment of the price, the Supplier will have the right to offset any debts it owes to the Customer.

3.5 On all outstanding amounts after the expiry of the payment term, default interest will be applied to the extent and in the manner provided for by Legislative Decree no. 231 of 23 October 2002.

3.6 Prices are calculated without including packaging, unless otherwise indicated.

## 4. CHARACTERISTICS OF THE PRODUCTS

4.1 With a view to constantly improving the Products, the Supplier reserves the right to modify, without notice, the conception or specifications

4.2 In addition to what is foreseen in the catalogues, the Supplier does not guarantee the conformity of the products to particular specifications and/or standards requested by the Customer.

## 5. DELIVERY

5.1 Delivery is understood to be ex warehouse of the Supplier.

5.2 In the event that the transport of the Products is entrusted to the Supplier, it will have the right to choose the delivery method but the transport remains at the risk and expense of the Customer. The Customer will be informed of the availability of the Products with a simple notice. If the goods are not accepted upon delivery, we will consider ourselves authorized to charge the Customer for transport and loading costs, possibly modifying the payment terms.

5.3. Upon arrival of the Products, it is the Customer's responsibility to verify their condition, nature and compliance with the Order.

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

5.5 Complaints to the Supplier for deliveries that may not comply with the order must be formulated immediately and confirmed in writing within 3 days of receipt of the supply. In the absence of this complaint, the Supplier will be released from any obligation towards the Customer.

## 6. DELIVERY TERMS

6.1 The terms indicated in the Order Confirmation are provided purely as an indication based on the delivery forecasts made at the time of drafting; any delays in the delivery of the Products will not imply any liability for the Supplier.

6.2 The delivery terms are intended as the date of taking charge of the products by the carrier.

6.3 The delivery terms always refer to actual working days.

## **7. WARRANTY**

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

7.2 The warranty does not apply to replacements or repairs resulting from normal wear and tear of the materials, from their faulty use (especially in environments for which the Products were not intended), from non-compliance with the use or maintenance instructions, from defects in maintenance and/or improper use (or modifications made without our consent), lack of vigilance or incorrect storage or placement, anomalies deriving from the use of spare parts or wear parts that do not originate from the Supplier and/or approved by it.

7.3 In order to be able to invoke the benefit of the guarantee for obvious defects, the Customer must inform the Supplier, within 10 (ten) days of delivery and in writing, of the defects that he attributes to the product and provide all the justifications regarding the existence of the same, the all accompanied by proof of purchase; as far as hidden defects are concerned, the deadline for written complaints is 10 (ten) days from their discovery.

7.4 The Supplier undertakes to carry out the repair and/or replacement of the Products and/or of the component/s of the same for all defects, except those caused by non-compliant use of the Products.

7.5 The guarantee will cease if the Customer carries out the repairs or modifications to the materials himself, or has third parties carry them out, without the written consent of the Supplier.

7.6 Apart from the provisions of these Conditions, any guarantee is excluded to the maximum extent permitted by law.

## **8. RETURN OF PRODUCTS**

8.1 The returned Products will be accepted by the Supplier only after prior written authorization by the same. The Customer must send the Products carriage paid to the Supplier's warehouse, which reserves the right to verify. The assessment of the Products is solely the responsibility of the Supplier's technicians. Products that are returned not fully intact or tampered with or deteriorated will not be taken into consideration.

8.2 the Supplier reserves the right to deduct from the value of the returned goods any expenses for control, packing, restocking, administrative or other charges.

8.3 Returns must refer to new, unused and current production products.

8.4 Acceptance of the return for errors in the order, or for other causes not attributable to the Supplier, will give rise to a charge of 15% based on the purchase value of the goods for re-stocking costs.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 Any drawing, catalog or technical document sent to the Customer, before or after the conclusion of the contract, remains the exclusive property of the Supplier and cannot be copied, reproduced, transmitted or communicated to third parties without prior consent written by the Supplier. Violation of this obligation will entitle the Supplier to terminate the Contract and request compensation for the damage suffered.

## **10. RESPONSIBILITY**

10.1 The Products are delivered together with documents and/or certificates illustrating their characteristics, terms and methods of use and of which the Customer recognizes the importance for correct use. In cases where the Products, for whatever reason, are delivered without said documentation, the Customer is obliged to wait for their receipt before using them. Otherwise, any liability of the Supplier for damages and prejudicial consequences that may derive from it is excluded.

## **11. LIMIT OF LIABILITY**

11.1 Without prejudice to the provisions of article 4.2 and article 7, in the event of any ascertained liability of the Supplier for damage to persons and property, the latter will be required to respond up to the amount paid by the Customer for the Product which caused the damage.

## **12. FORCE MAJEURE**

12.1 the Supplier may suspend the execution of its contractual obligations when such execution is made impossible or unreasonably onerous by an unforeseeable impediment beyond its control such as, for example: strike, boycott, lockout, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargoes, power outages, delays in the delivery of raw material components.

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

## **13. COMPETENT COURT**

13.1 The Court of Ravenna will have exclusive jurisdiction over any controversy deriving from the interpretation and/or execution of the contract.