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## Sales Terms and Conditions

### 1. Contract agreement and services covered by the contract.

The general conditions of sales detailed in this document, are the legal basis of any contract with Milanoviti s.r.l..

Different or specific commercial conditions, not detailed in this document, are binding only if expressly agreed with a written document signed by both parties.

These terms and conditions shall prevail over the conditions of the Customer and are an essential part of the contract executed by Milanoviti s.r.l. to the customer.

The Customer who commission an order to Milanoviti s.r.l., tacitly accept these terms and conditions of sales of Milanoviti s.r.l. and tacitly consider cancelled any other conditions previously signed.

These general conditions of sales are applied to all contracts and orders executed, even if not expressly confirmed by the Customer, including the orders placed as " open orders " or "programmed" .

Milanoviti s.r.l. should formally accept any changes to the contract made by the Customer; otherwise, the previously agreed contract terms prevail.

The Customer automatically accept these general conditions of sales within the first delivery of the product.


The Customer will be required to put in place the measures and activities within its competence specified therein.

### 2. Features of Product

Milanoviti s.r.l. is committed to deliver the product in compliance with the technical specifications agreed with the customer.

Milanoviti s.r.l. has not responsibility for a use of the product supplied not allowed, incorrect or different from the agreed upon.

The product has not to be in contact with food or stored in places where potentially explosive materials are stored and / or pollutants.

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### 3. Brochures, catalogues, order format and technical documentation, drawings, software

The measures, texts and diagrams shown on our trade prospects, catalogues and website are not binding.

Milanoviti s.r.l. is not responsible for the accuracy of the documentation connected with the order and in particular the drawings, material specifications, and any other additional request sent by customers.

The intellectual property of drawings, technical and any other types of documents, the software of Milanoviti s.r.l. remain of Milanoviti s.r.l., together with all the rights associated. Milanoviti s.r.l. expressly can grant the customer a different right of use.

### 4. Delivery, price, payment

Our deliveries are made in accordance with Incoterms 2010, and, except as otherwise provided, the goods are delivered ex works.

Unless expressly provided in the order, the customer always will assume the shipping expense. Therefore, the goods travel at the risk of the customer, even if sold at destination, thus remaining at its own expense any failure or dent during transport as well as the right to claim against the transportation damages.

In the event of non-delivery due to force majeure, Milanoviti s.r.l. reserves the right to demonstrate exemption from liability as provided for by art. 79 of the Vienna Convention of 1980.

The prices are in EURO, excluding VAT and the payment has to be in that currency.


Milanoviti s.r.l. reserves the right to change prices without notice. The new prices will automatically replace those previously used. The orders shall be considered operative only after our regular written acceptance (Confirmation Order), even agreed by our agents or representatives.

The minimum order value is Euro 200.00.

The payment of the invoices has to be performed according with the agreed dates. In case of a late payment, for any reason, Milanoviti s.r.l. will charge the interests at a rate equal to the official discount rate valid during the period of default increased by 3 points.

Any claims for defects or delays does not constitute grounds for suspension of payments, except for the part concerning the defective.

Milanoviti s.r.l. reserves the right at any time to interrupt the supply if it considers delinquencies or exposures too high.

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In the case of Intra-Community supply of goods (ex. Art. 41 DL n.331/93 of Italian Law) the Customer is obliged to prove the receipt of the goods sold or to reimburse Milanoviti s.r.l. taxes, plus penalties and interests, if the Italian Tax Authority deems unfounded or doubt on sending abroad of goods sold.

## 5. Packing

Milanoviti s.r.l. provides the product packed in compliance with the regulations on safety and hygiene.

The package cost is charged in accordance with our price list.

Exceptions are allowed, but they must be clearly defined in our order confirmation.

The company also reserves the right to change the type of packaging without notice.

## 6. Delivery, delay, quantity for special achievements

The delivery times are defined in business days, unless where differently specified.

The deliveries are made in the terms proposed and accepted.


The delivery dates are for guidance only, and any challenging deadlines must be agreed by both parties.

The term of delivery starts after the conclusion of the contract, as soon as they are completed all the necessary formalities, made any advance payments and provided all the guarantees provided in the order, and after all the technical details have been defined.

We shall adequately extend the agreed delivery dates, without the right to compensation for damage, in the following cases:

- The data which Milanoviti s.r.l. needs are not received in time, or are modified to rear;
- The Customer or third parties (in particular our sub-suppliers ) are late with deliveries or planned work or with the contractual obligations;
- At Milanoviti s.r.l., at the Customer or third parties (notably our sub-suppliers) occur impediments or events unforeseen or unavoidable circumstances, in particulars per examples (but the list is not exhaustive), force majeure , acts of war, international tensions , riots, lack of raw materials, failures , epidemics , strikes (etc.).

In the case of special items, we reserve the right to deliver a quantity greater than or less than 15% of the quantity ordered by the customer.

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## 7. Cancellations and Returns

The cancellation of orders requires our express and written agreement, and the adoption of our expenses for materials, wages and other costs.

Complaints related to the quality and quantity of deliveries are not entitled to cancel the remaining deliveries of the same order.

Milanoviti s.r.l. reserve the right to recess from the assumed obligations of delivery if the customer's financial situation has significantly decreased or looks different from what we have been exposed.

## 8. Traceability

Where necessary, the traceability of goods is ensured through the information indicated on the package label.

After the delivery of the goods, the liability of traceability is up to the customer.

## 9. Verification, claims

The customer is obliged to check the goods upon delivery as provided by law.


The Customer will automatically enter into possession of product once with the receipt of the goods, and, in any case, the Customer shall not filing claims.

The Customer should immediately reported any defects and no later than 8 days from the receipt of the goods or from the date of the end of the service provided. In any case, the law prescribe the period of limitation.

The Customer must timely report the defect via email or by registered letter, and this gives us the right to verify, by our expert staff or at our option, defects or damages reported.

Milanoviti s.r.l. does not accept orders and/or any commissions from the Customer if the general conditions of sale of the Customer are contains any forms relating to reimbursement of expenses, damages, or damages for production stops or miscellaneous charges of any kind.

Any defects in materials or latent defects, differences in size, exceeding normal manufacturing tolerances, which they could be pointed after the shipments, they will not force us to the pure and simple replacement of the defective material, in the shortest possible time, without the right to recover damages of any kind.

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Claims will be taken into account only if the material in question turns out packed into original packaging format of Milanoviti s.r.l., otherwise Milanoviti s.r.l. will not consider any objection in the event that the material present any defect.

Returned goods must be regularly licensed and the goods shall be returned freight prepaid, unless where differently agreed and, after the receipt and verification, the costs will be credited into the credit note at the invoice price for the quantity returned.

Any returns will not be authorized if added to negligence of the customer.

## **10. Guarantees / Duration**

Milanoviti S.R.L. is required to deliver the product in full compliance with the regulations and with the order.

Except as expressly agreed, Milanoviti s.r.l. guarantees the product provided for a period not exceeding 1 year from the date of delivery.

## **11. Liability for damages**

Milanoviti s.r.l. is responsible within the limits of product liability required by law, for damages to persons and property.

Therefore, any further liability type is explicitly ruled out, in particular for any direct or indirect damages resulting from defects in the goods. This exclusion of liability also applies to our contract for damages due to actions or omissions of our legal representatives, employees and support staff, as well as for their personal liability in contract.

## **12. Safety Rules**

The compliance with the general and local safety standards and the connected instructions to the staff are the sole responsibility of the Customer.

They Customer have to send any rules those Milanoviti S.R.L. must respect no later than with the order

## **13. Applicable law, place of jurisdiction**

Italian law is applicable.

The sole place of jurisdiction is Milan (Italy).



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