

General Conditions herein must be intended as an integral and substantial part of each Alibrianza's supply (hereinafter referred to as "Company") from the date below, though these Conditions are not expressly mentioned in the specific order. General Conditions herein are valid until specific waiver and cancel and supersedes previous Conditions entered into between the Company and the Purchaser (the "Parties"), hereinafter referred to as "Client", included each Company, entity, legal entity and/or subject which purchases Alibrianza's Products.

**1. Field of Application**

These General Conditions shall apply for all business relationship and/or current and further purchases and/or supplies.

Purchases and supplies made by email, phone, fax or by post shall be intended as acceptance of these Supply General Conditions, which could be directly view at [www.alibrianza.it](http://www.alibrianza.it).

**2. Scope of Supply**

Supply includes all materials and quantity agreed in the Alibrianza's order confirmation.

Information specified in catalogues, web site, photograph or in any other Company's promotional document, shall be intended solely demonstrative and not binding. Solely information attached to the order confirmation and signed by the Client must be intended as binding.

Pictures and technical information of supplied Products are exclusive property of the Company. It is not allowed to disclose and to copy them.

**3. Order Procedure**

Order must be made in writing (signing of Alibrianza's order confirmation is valid) and must provide each information necessary in order to correctly carry out the supply.

Alibrianza shall not be responsible referring to the correctness of received information.

**4. Prices and offers**

Products price is specified in Company's order confirmation, upon Client's order, also for special offers, and is legally binding.

Price must be intended in Euro and could be subject to variations because of a product launch or promotion. Each price could have typographical errors which are not binding.

Unless otherwise agreed upon in writing, each price specified must be intended excluding VAT or any other taxes, net of discounts and "Monticello Brianza" ex-works (INCOTERMS 2010).

Unless otherwise agreed upon in writing, costs of transport, packaging, insurance and any other costs shall be borne separately by the Client. Any additional customs and applicable taxes costs, from the signing date until the payment, shall be borne by the Client.

Prices and offers linked to the order confirmation shall be valid limited to the quantity of products in the warehouse. In the event of unavailability of a product, a substitutional product equal in nature and in quality could be supplied, unless the Client considered it unacceptable and decide to promptly refuse it.

In the event of unavailability of an ordered product, the Client will be informed by the Company, and it will have the right to modify or cancel the above order, without any penalty.

Because of ex-works delivery (INCOTERMS 2010), the Client must choose the forwarder.

Transport risk pass to the Client at the delivery of the products to the appointed carrier or, otherwise, at the moment the products leave Alibrianza's warehouse.

**5. Order confirmation**

The Client must send Alibrianza's order confirmation signed to the Company.

In case of discordance in the Alibrianza's order confirmation compared to the understandings between the Parties or to the received order, the Client must claim in writing this discordance within 5 (five) days from the received date of the order confirmation. Otherwise, the order confirmation shall be intended valid.

**6. Terms of Delivery**

Terms of delivery specified in order confirmation shall be intended approximate and not binding. Delay in the delivery must not be intended as sufficient reason in order to terminate the contract because of non-fulfillment.

In no case Company shall be deemed liable for damages or penalties for delay, because the Parties intended the delivery terms set out in the order confirmation not binding.

Without prejudice to the above, Company must make every effort in order to avoid delay in the delivery.

**7. Delivery method**

Product delivery is intended ex-works "Monticello Brianza" (INCOTERMS 2010), unless otherwise agreed upon in writing between the Parties.

At the products delivery to the carrier, product risk passes to the Client: no request for any reason could be claimed to Alibrianza for failures, thefts, delays and / or other harmful events occurring during transport.

Alibrianza shall not be deemed liable for product holding, without any obligation of formal notice, in case of failure to goods collection and/or delivery refusal.

**8. Product Quality**

Alibrianza confirms goods supplied, as provided for in the order confirmation, does have the quality as specified and are in compliance with Italian Regulations for each product. Moreover, Alibrianza confirms that goods supplied have no vices or defects which a) make it unsuitable in order to be used as per them scope b) really decrease their value. It is excluded the case where ordered Products by the Client are of special quality and Alibrianza accepted a special supply for the Client. In this one, Alibrianza shall not be liable for any event which could occur by using these special Products.

Alibrianza shall not be deemed liable for maintenance of supplied product's quality characteristics, in the event the product will be manipulated and/or transformed by the Client and/or not kept in a correct matter compliant with normal usage knowledge or beyond the indicated expiry date, unless the Client previously consulted Alibrianza regarding the possible effect resulting from mixing of the product or from a non compliant use.

In case of product resale, the Client cannot alter and/or modify the original product, under penalty of decaying of any warranty on the product.

**9. Claim**

At the product receipt, the Client must verify the integrity of the packages and the quantity and quality matching in respect of which is provided in the accompanying document.

In case of discordance or not compliance, the Client must note the differences on the delivery note.

Therefore, the Client must notify in writing Alibrianza within 8 (eight) days from delivery date, under penalty of not being able to asserting its right. Otherwise, delivered product shall be intended compliant with the ones ordered by the Client.

In the event of dispute, the Client must refrain from using the product itself, which must properly stored, in order to be at disposal for the appropriate checks by the Company and waiting communications by this one.

**10. Warranties**

To the extent of these General Conditions and after prompt complaint, without prejudice to the last paragraph below, Alibrianza undertakes to remedy each defect of contractual product supplied resulting from a material or manufacturing error, for 30 (thirty) days from delivery date of each product above.

Existence of vices or defects does not involve the Contract termination, nor the Client's right to ask for the compensation for damages. The Client solely have the right to obtain non compliant product replacement. In this latter case, replaced product will be of Company's property. In this regard, it is

agreed that it is excluded the Client's right to raise any further claim towards the Company, whatever is the reason or cause of (e.g. for actual loss and loss of profit).

It is excluded from the Warranty any defects arising from normal wear and tear of products or from improper use of them. Product claimed for defect must be returned to Alibrianza free port, with a regular delivery note stating Company's bill or sales invoice.

Costs of transport, costs of shipment and any transfer of Company's personnel are not included in the warranty herein.

In no case, any claim regarding the product could give the right to the Client to suspend or delay, wholly or partially, the payment agreed.

Warranty will be not given in the following cases: a) defect appeared after the expiry date of the warranty; b) product has been improperly used, altered or modified, without the Alibrianza's written authorization, or the product has been subject to external environmental agents not compliant with the same or it has been subject to any other situation out of control of Alibrianza.

#### **11. Payment term**

Payment terms and conditions are in order confirmation and invoice.

Payment must be carried out by the Client in the agreed terms. The Company has the right to ask for the advance payment.

Delay in Alibrianza's invoices payment, wholly or partially, beyond the agreed deadline, will involve the charge of the interest referred to in Legislative Decree no. 231/2002, without need of prior notice,

Failure or delayed payment solely of one invoice involve the forfeiture of benefit of the term for all further issued invoices or further agreed deadlines. Therefore, related amounts shall be intended immediately due and payable. In these case, the Company has the right to consider temporarily suspended or definitely terminated the contract, as well as not proceed to carry out further pending orders until the full payment of the due amount, to make use as exception of non-fulfilment pursuant to art. 1460 civil code.

It is excluded for the Client any claims for compensation or any other sum for any reason or cause.

Each claim related to the Products and/or to the delivery of them cannot allow the Client to suspend the due payments.

#### **12. Retention of title**

In the event, because of contractual undertakings, the payment must be made, wholly or partially, after the delivery, delivered Products shall be property of the Company until the full payment of the due amounts by the Client in the agreed terms. It is understood that the sale herein is with retention of title pursuant to the art. 1523 Civil code.

#### **13. Trademarks, Patent and Intellectual Property rights**

All Alibrianza trademarks, text, photos graphical representations are legally protected. Any use, reproduction or publication, etc., must be expressly authorized in writing by the Company.

#### **14. Legal domicile, applicable Law and Place of Jurisdiction**

The Company is legally domiciled at its headquarter.

The General Sales Conditions herein and each sale will be governed and construed in accordance with Italian Law.

For any disputes arising out of or related to these Sales Conditions, as well as regarding the validity, execution or interpretation of each Sales Contract, the Court of Lecco will have exclusive jurisdiction.

#### **15. Final clause**

No integration, amendments or waiver of these General Conditions will be valid, unless agreed upon in writing between the Parties.