



GENERAL CONDITIONS OF SALE

- 1) The content of this document constitutes a contractual proposal pursuant to art. 1326 of the Italian Civil Code (CC); acceptance must be received within eight days of sending this; after this deadline FAG Artigrafiche reserves the right not to validate the acceptance, giving notice.
- 2) Any changes in any condition or request for modification, including terms of delivery, payment, however formulated after the sending of this agreement, constitute a new proposal that can be accepted or not and in any case involves a new determination of fees and terms of delivery.
- 3) Payments must be made within the period specified above and are non-deferrable. Any delay or suspension may never be justified, not even by ongoing disputes and will automatically involve the application of default interest at a rate of five points beyond the official discount rate. In this case payments will first be charged to expenses and interest and then to capital.
- 4) The FAG Artigrafiche spa reserves the right to suspend the execution of the contract, when the client does not observe even a deadline or the guarantees of payment have decreased at his sole discretion.
- 5) When the photolithographic systems are owned by the client, FAG Artigrafiche S.p.a. has a right of retention on these assets or others owned by the client, up to the final payment of the balance. FAG Artigrafiche holds the assets owned by the client without any liability for loss or damage.
- 6) The delivery terms must be intended as indicative and in any case susceptible to slippage due to normal production needs or extraordinary events. In no case may damages be charged, except in the case of proven malice. No delay in delivery may justify the suspension of payments.
- 7) Unless otherwise agreed between all parties, the goods are rendered ex warehouse of FAG Artigrafiche, with exemption from liability of FAG Artigrafiche for any loss or damage sustained and must be collected within 120 days from the agreed delivery date. In the event of defect, FAG Artigrafiche shall bill the goods that are still in stock and will send the contracting party a formal warning by certified email (PEC) within the further period of 30 days. The expiry of this last term without a response will be tacit consent to charge storage costs of €7 per month.
- 8) Each claim on the quantity must be notified within eight days of receipt. In case of verified shortcomings in the goods, in terms of quality or otherwise, FAG Artigrafiche is obliged only to replace the goods supplied, without any liability for charges or indemnity claims, either direct or indirect.
- 9) FAG Artigrafiche is authorised to include the name of the contracting party in its computer files according to Italian law No. 196/2003.
- 10) For any dispute, the jurisdiction of the Forum of Mondovì (CN) is agreed.