

General Conditions of Sale Fratelli Mariani SpA

These conditions, where not derogated from particular conditions agreed in writing and / or in any framework sales contracts signed by the Parties, govern all sales commissioned to the Seller and prevail over any deviating clause possibly affixed by the Buyer in its general purchase conditions, proposals (orders), or other commercial documents. Any changes to this agreement must be stipulated exclusively in writing and duly signed by both contractual parties.

Order confirmation

The order confirmation is based on these general conditions. The Buyer is required to read and send the order confirmation stamped and countersigned for acceptance. Any failure to receive within 24 hours of sending is deemed tacitly accepted. If the order confirmation has inconsistencies, the buyer is required to promptly notify this (within 24 hours of sending) by e-mail, fax. After this deadline, any objection to the conditions will not be taken into consideration and any requests for order cancellation will be examined individually and will only be possible when production has not yet taken place or when raw material has not yet been purchased. Once the deadline indicated (24 hours) has expired, all undisputed confirmations will be considered approved by tacit consent.

The order confirmation will contain: description of the product with specific regard to the material, size, unit of measure, quantity, agreed sale price, terms of payment and the return of the goods.

The quantity shown on the confirmations and the corresponding value are subject to variations in the general order of +/- 10% (unless otherwise indicated in the confirmation).

Fratelli Mariani SpA is not required to inform the customer of any changes in quantity if they fall within the general order of +/- 10% set out above.

Contracts

All contracts entered into through Agents or Representatives of Fratelli Mariani SpA will have value only if accepted by Fratelli Mariani SpA in writing, following the issue of the order confirmation.

Terms of delivery

The delivery times shown on the sales confirmations are to be considered purely indicative and subject to any changes, whether due to force majeure (staff and / or transport strikes, electricity limitations, natural disasters, plant failures, delays in the supply of raw materials), whether they are related to the variables involved in the production cycle itself and which cannot be quantified beforehand.

Any delays on the part of Fratelli Mariani SpA will in no case give rise to any claim for financial compensation or to the termination of the contract. Fratelli Mariani SpA does not accept the recognition of penalties on delivery delays. The order confirmation shows the week of material departure, i.e. the period in which the material is available at our warehouse for shipment or collection. The indication applies to both deliveries : EXW or free delivered.

The Buyer will acquire ownership of the products only with full payment of the supply invoice issued by Fratelli Mariani SpA, but will assume all risks inherent in the product, including the risk of accidental damage to the same, from the moment of delivery of the product to the place of destination.

Delivery terms

The conditions of supply and transport are based on INCOTERMS ICC 2020 as indicated in each order confirmation. Unless otherwise indicated, the warehouse of Fratelli Mariani SpA, Via Cadorna 34 I -20034 Cormano (Milan) is intended as the place of loading.

Fratelli Mariani SpA is not responsible for damages and failures arising after the delivery of the goods to the Carrier. The weight valid for billing purposes is always the one detected at the start. Once the material is ready, the Buyer will be informed and will have to proceed with the delivery within a maximum of 8 days from the notification of preparation. After this deadline, Fratelli Mariani SpA has the right to ship the goods with its own carrier and charge the Buyer the transport costs. In the event that the Buyer is unable to receive the material at its warehouses, Fratelli Mariani SpA is authorized to send the material to a third-party warehouse, charging the Buyer for both transport and storage costs.

Prices

Prices are usually indicated in Euro (€) per agreed unit of measure net of tax charges. Transactions with foreign countries can be confirmed and billed in foreign currency. Based on the agreed INCOTERMS transport conditions, the price may or may not include transport costs. In the event of orders received without prior offer or negotiation, Fratelli Mariani SpA reserves the right to check and possibly update the price and conditions ordered by the Buyer.

Commercial offers are normally valid for 3 days (except for some cases in which the special raw material requires different timing). After this deadline, Fratelli Mariani SpA reserves the right to change the prices applied. In the event that a time exceeding the validity indicated should elapse from the issue of the offer to the acceptance of the order and the price should vary, Fratelli Mariani SpA reserves the right not to accept the order or revise the sale price.

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Packing

Packaging costs, if not invoiced separately following agreements made in the offer phase, are to be considered included in the sale price. It is the Buyer's responsibility to check which packaging is most suitable for the transport in question and to check the availability of the Seller. Fratelli Mariani SpA will carry out the packaging (unless otherwise specified) as it deems appropriate to safeguard the material based on the type of raw material, size and weight.

General production tolerances and Standards

Fratelli Mariani SpA Woven Wire Meshes and Expanded Metal comply respectively with the ISO 9044 and DIN 791 Standard.

Terms of payment

The payment of the supplies must be done according to the terms agreed in the order transmission phase and reported on the sales confirmation and in any case according to the methods provided for by Italian Legislative Decree 9/10/02 n.231. In the event of non-payment or delayed payment of our invoices, the Buyer will pay the default interest within the terms and to the extent provided for in art. 4-5 of Italian Legislative Decree 9/10/02 n. 231 as well as any recovery costs according to the provisions of article 6 of the same Legislative Decree, unless otherwise agreements. Furthermore, Fratelli Mariani SpA, without prejudice to any other action, will have the right to demand advance payment of the remaining supplies or to deem the contract suspended or terminated and to suspend or cancel the performance of the other contracts in progress without the Purchaser being able to advance claims for compensation or indemnities or reserves in this regard. The Buyer is required to pay the invoiced amount in full, even in the event of disputes arising on the invoice already issued. The management of complaints and disputes must take place separately and must not in any way block, defer or modify payments. If the Buyer is bound to pay in advance, Fratelli Mariani SpA will release the material only after payment has been done. In the event of non-fulfillment or delay by the Purchaser, even in the payment of a single installment, the contract will be automatically terminated and Fratelli Mariani SpA will regain possession of the asset covered by the purchase agreement.

Warranty

Fratelli Mariani SpA guarantees that the supply corresponds to the characteristics and conditions specified in the order confirmation and assumes no responsibility for use, applications, operations, treatments and / or subsequent processing to which the product was subjected by the purchaser or whoever for him.

Furthermore, Fratelli Mariani SpA does not assume any responsibility for the quality and suitability of the product for purposes that were not highlighted in the order and expressly accepted.

Complaints, returns, withdrawal

The Buyer is required to examine the goods received and to promptly notify Fratelli Mariani SpA, within 5 days of receipt, of any defects found in the material. In the event that the Buyer does not make the above communication, the products will be considered definitively accepted and compliant with the provisions of the sales contract. It is understood that the Buyer must refuse delivery by the carrier of the damaged packages and / or must report the reserve on the delivery note. Any return of goods must be previously agreed with Fratelli Mariani SpA and authorized. In the event of unforeseen events, force majeure and unforeseeable circumstances, Fratelli Mariani SpA reserves the right to withdraw from this agreement and / or suspend the supply in progress, as events or circumstances occur that alter the useful continuation of the supply status. In any case of withdrawal by Fratelli Mariani SpA from the supply relationship, the buyer will have no right to compensation, including payments. For what is produced and supplied, the Buyer must pay for the product already prepared, obtaining its delivery. In the case of materials supplied to us by the Buyer or its suppliers for processing purposes, we do not provide any guarantee regarding workability. These materials will be treated and processed by Fratelli Mariani SpA correctly, without being liable for damages attributable to insufficient quality of the raw material received, but only as part of our rework. The parties are aware that given the normal tolerances of the raw material (thickness tolerance, or width), we will only be able to perform a theoretical and mathematical calculation from kilograms to meters and pieces. The customer will not be able to derive any rights from the estimates that we will send him.

Standard applicable regulation

Although not expressly governed by these "General Conditions of Sale", the rules on sale governed by articles 1470 and following of the Italian Civil Code will apply.

Applicable law and competent court

Any dispute deriving from the interpretation, application, execution, termination of the contract and / or these "General Conditions of Sale" or in any case relating to them will be governed by Italian law and will be devolved exclusively to the jurisdiction of the Court where the Seller is based. This provision will be applied also in case of connection of causes.

Seller's Code of Ethics

The Buyer declares to have taken note of the provisions contained in the Seller's Code of Ethics, to share its contents and to undertake to respect it with a specific contractual obligation in favor of the Seller. Failure to comply with this commitment, unless it is of modest entity also in relation to the possible consequences for the Supplier, will constitute a serious contractual breach and will entitle the Seller to terminate the supply contract with immediate effect, pursuant to and for the effects of art. 1456c.c., Without prejudice to compensation for any damage suffered or to be suffered.

Fratelli Mariani S.p.A.