

## **General Terms and conditions of Sales**

These General Terms and Conditions of Sales will apply to all quotations and purchase agreements by Interdamo s.r.l. (hereafter referred to as "Seller") to a Customer (hereafter referred to as "Buyer"). No term or condition different from the terms or conditions set forth herein or any limitations by Buyer will be acknowledged and shall become part of any agreement between Seller and Buyer unless expressly agreed to in writing case by case. No Buyer's additional conditions shall be binding upon Seller unless made in writing and duly accepted by Seller.

### **QUOTATIONS AND ORDERS**

#### **DELIVERY**

2. Unless different agreement between Parties in writing, all deliveries are ex works Interdamo s.r.l. via dell'Artigianato 46/a - 41122 Modena. Deliveries terms shall be not binding, although in the agreement Seller indicates an exact or determinable delivery. To fix an exact date Seller and Buyer will agree the mentioned exact date explicitly in writing. The delivery date will become effective when both Buyer and Seller duly sign the agreement defined in all its parts (i.e. type of goods, quantity and potential further information useful with a view to the delivery) for acceptance.

#### **FORCE MAJEUR**

3. Seller will not be responsible for any delay or failure in any performance due to unforeseen circumstances or to cause beyond Seller's control which might cause a decrease in the good availability from the plant Seller produces the goods, so that Seller is not able to fulfil contractual obligations (considering other supplies as proportional basis). Moreover, Seller will not have any obligation to get goods from other sources. Examples of such causes are natural events, wars, strikes, riots, unavailability of raw materials and power, transportations and breakdown of producing facilities, fire, explosion, acts of civil authorities. In case the above-mentioned events last for a period of over three months, Seller will be entitled to terminate the agreement and the Buyer will not have the right to receive any compensation.

#### **PRICES AND CREDIT**

4. Unless otherwise agreed, all prices are ex works Interdamo S.r.l. via dell'Artigianato 46/a - 41122 Modena, they do not include any taxes and duties and they include primary packaging PELD bag and corrugated paper as second packaging. At all deliveries Seller will issue official invoice and purchase prices will be paid by Buyer according to agreed terms and conditions in purchase agreement or order confirmation.

## **CANCELLATION AND SALE RESOLUTION**

5. Seller reserves the right to cancel any outstanding purchase order with Buyer, to decline to deliver products to Buyer to secure Seller fully with respects to Buyer's payment for products supplier or to be supplied by Seller in case of agreed advanced payment.

If Buyer fails to make payment by due date, Seller is entitled to cancel outstanding orders and to duly stop deliveries of outstanding orders. Moreover, in case Buyer fails to make payment by due date, agreed payment terms for outstanding orders will be null; as a consequence Seller reserves the right to demand prepayment for any outstanding orders before delivery and this condition will be valid also for future orders.

Upon Buyer's failure to pay any instalment, Seller will be entitled to invoke, as a debtor, an acceleration clause.

At Seller's sole discretion, should there be the reason to doubt the solvency of the Buyer; Interdamo s.r.l. reserves the right to demand securities for any outstanding deliveries. The aforesaid will be valid also in case of voluntary liquidation, orders of payment and execution of or applications for insolvency procedures received by Debtor. Payments will have to be fulfilled always and exclusively to Seller at Seller's headquarter in Via dell'Artigianato 46, 41122-Modena.

## **RETENTION OF TITLE**

6. Property of delivered goods or any part thereof shall not pass from Seller to Buyer until full payment of purchase price has been duly settled by Buyer. Seller shall be free to enter Third Parties' premises where the goods may be located by Buyer, not entitled to entrust them until payment fulfilment, and remove them as property of Interdamo s.r.l. without taking legal proceedings.

## **WARRANTY**

7. Seller warrants that, at the delivery, all new and unused products furnished by Seller shall be free from defects in material and workmanship or quality faults eventually agreed.

Under no circumstances whatsoever shall Seller be liable for the use Buyer might make of the ordered goods; in no event shall Seller be liable for alterations may affect sold products or goods in the same packaging. For all products by Seller, Buyer shall be conclusively deemed to have inspected the conformity to the application and any deficiency of such products and Seller will not be liable for no conformity.

## **CLAIMS**

8. Any claim for defect or quality fault will only be accepted if Seller is informed in writing not later than 30 days from the delivery. If any valid claim of faulty goods is made, Seller shall replace the sold product with another with the same requested features or free from defect. Under no circumstances Buyer shall return the goods prior Seller's approval and authorization in writing. Buyer and Seller agree that the maximum amount for defect Buyer might claim for is equal to the value of the not compliant part of sold product. At no extent Seller shall be responsible for direct or indirect damages, production or profit loss.

## **PATENTS AND CONFIDENTIALITY**

9. In case of products subject to patent or brand protection, Buyer shall respect the aforesaid regulations and consequently Seller will decline any responsibility with this regard.

All sale and manufacturing information, patented or not, are confidential and without the express prior written consent of Seller, Buyer shall not at any time disclose or use such information.

## **COURT OF JURISDICTION AND APPLICABLE LAW**

Per le condizioni generali di vendita, si prega di consultare il sito: [www.interdamo.com](http://www.interdamo.com)

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10. The rights and obligations of Buyer and Seller under Terms and Conditions herein shall be always interpreted and governed exclusively in accordance with Italian laws; application to International conventions is expressly excluded. Place of execution and place of venue for any dispute may arise is exclusively Modena.

#### **SALVATORIUS CLAUSE**

11. In the event that one or more revisions should, for whatsoever reason, be void or invalid, this shall not affect the validity of the other provisions. Although not clearly stated by herein agreement, Seller refers expressively to law dispositions with this regards included in Italian Civil Law, its following modification and norms in force on the subject,

Date\_\_\_\_\_

Stamp and signature for acceptance