

GENERAL SALES CONDITIONS

- I. **INTRODUCTION:** This appendix to our order acknowledgment is supplied in order to avoid any possible misunderstanding. Besides any possible mistake arising during processing, this order confirmation reflects completely the type, dimension, quantity and sales conditions that have been agreed with you verbally or in written form. –

The order processing as well as the final acceptance of the order is therefore subjected to the restitution of our order confirmation with particular reference to your reading and acceptance of the sales conditions here below mentioned. -
- II. **ORDER CANCELLING** – In case the Customer, for any reason not arising from our fault, decides to cancel (partially or entirely) the order already processed and confirmed, we shall be authorized to apply an order cancelling compensation to be calculated time by time but in anycase not less than 20% of the amount of order cancelled. This compensation will be mandatory and payable following our specific request. -
- III. **DELIVERY TERM:** The delivery term indicated, although true, cannot be considered mandatory. The mentioned term is referred to goods ready to be collected at our warehouse. This term shall be subject to tacit extension in case your order is missing any information necessary for its correct process or receipt of information is not given in agreed times or in case the order is modified by you causing consequently a delay in delivery. –
- IV. **FREIGHT AND DELIVERY PLACE:** The delivery place of our goods is ex-works. On request we shall take care of finding the most convenient way of despatching; in this case please note that the goods always travel at your own risk and responsibility even if delivered at your facility. We therefore decline any responsibility arising from delays, goods lost or damaged during transportation. –
- V. **PAYMENT:** For no reason or title you shall change or delay the terms of payment agreed and mentioned on this order confirmation. In case of delayed payment you will be charged (without any prior notice) of arrear interests calculated upon the current Italian discount rate increased of three (3) % units. In case of delayed payments of more than eight (8) days or if any insolvency will occur, we shall have the right to put on hold any order or delivery in progress and to undertake any legal action deemed necessary to recover the amount due.-
- VI. **PROPERTY:** The goods remain property of TICOMM & PROMACO until all invoice payments have been settled. The acceptance of our general sales conditions allows TICOMM & PROMACO to reclaim the goods still unpaid, even if already delivered to your customer's site.-
- VII. **WARRANTY:** Our standard warranty is valid for a period of twelve (12) months from the issuing date of our shipping document and it is applied only on fabrication defects. Any defect or damage arising from natural deterioration, non adequate stocking and maintenance, bad observance of our installation and maintenance guide, exceeding stress, improper use, product modifications, use of wrong accessories or spare parts have to be considered excluded from our standard warranty. Furthermore, as already indicated in item III. Freight and delivery place we decline any responsibility arising from goods damaged or lost during loading, transport and unloading operations.-

Any non-compliance letter from you shall be sent within seven (7) days from receipt of the goods and shall be complete of all the documentation certifying the nature of the damage.

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- VIII. **COMPLAINTS:** Any complaint from you shall be sent within seven (7) days from receipt of the goods. Goods defective or not conform must be sent only after TICOMM & PROMACO's approval and FREE OF CHARGE to the specific departure warehouse.-
- IX. **FORCE MAJEURE:** If during processing or delivery any force majeure event such as wars, earthquakes, social/politics revolts, strikes, roads or transport interruptions, facts unforeseeable either by us or by the competent authorities, damages to the production or stocking unit caused by fire or extreme weather events will occur, the delivery term will be extended accordingly to the force majeure event occurred. If such events will produce any effect on the prices agreed the eventual adjustment must be applied prior consent between the parties; if such consent should not be reached we reserve the right to terminate the contract in place.-
- X. **JURISDICTION:** For any controversy the competent jurisdiction will be the one in Milan.-