



Metalcontentitori S.r.L.
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GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale regulate all commercial relations between the Customer and METALCONTENTITORI S.R.L. and prevail over any other clause included in other documents prepared by the parties, even if not expressly contested, except in the case of a written derogation approved in writing by the customer and Metalcontentitori.

1. ORDER and ACCEPTANCE

These General Terms and Conditions are sent together with the order confirmation and form an integral and substantial part of the same. These General Terms and Conditions of Sale are also available on the website, www.metalcontentitori.com, and are considered fully known and accepted by the Customer with the signing of the Order Confirmation in which the acknowledgement and acceptance of these General Terms and Conditions of Sale is expressly required. If the Customer, upon receipt of order confirmation from Metalcontentitori (with these General Terms and Conditions attached or a reference to the website where the same can be found), does not raise any objection or claim in writing against Metalcontentitori within 5 (five) days of receipt of the Order Confirmation, the contract shall be considered executed in compliance with these General Terms and Conditions of Sale. However, Metalcontentitori reserves the right to expressly request, for the purposes of the validity and effectiveness of the contractual agreement, that the Customer sends these General Terms and Conditions signed in the marked fields together with the signed order confirmation.

2. WITHDRAWAL and CHANGES

Accepted orders cannot be partially or fully cancelled or changed without the written consent of Metalcontentitori. The cancellation of or change to the order, if accepted by Metalcontentitori or provided for herein, obliges the customer to pay Metalcontentitori the costs and lost profit. No changes or modifications are agreed when work has already been undertaken. The withdrawal/cancellation of the Customer's order, if not accepted by Metalcontentitori, shall oblige the Customer to pay Metalcontentitori the costs, loss of profit, and all direct and indirect damages suffered or to be suffered by Metalcontentitori.

3. CHANGE IN PRICES

The prices are subject to change depending on documented changes in the prices of raw materials and materials, as well as changes in other parameters not foreseeable at the time of sending the order confirmation to the Customer and that may occur up to the time of delivery. The variations are understood as accepted by the Customer, without prejudice to the latter's right to withdraw from the contract in the event of price changes greater than 10%. Metalcontentitori shall send a written notice of any price changes with respect to the order confirmation and, in the event of a change of more than 10%, it shall be the responsibility of the Customer to communicate any intention to withdraw within and not later than 5 (five) days from the aforementioned notice. In this case, the Customer is obliged to reimburse Metalcontentitori for all costs incurred up to that moment, plus 20%.

4. SPECIFICATIONS OF THE GOODS

The quantity, quality, description, delivery time, packaging and price of the goods is that specified in the Order Confirmation. The costs of special and/or customised packaging, unless otherwise agreed, are always borne by the Customer.

5. TERMS OF DELIVERY

All goods are sold ex works (Incoterms 2010 - EXW), at METALCONTENTITORI S.r.L, via V.Topazzi 27, 51037 Montale (PT), unless otherwise indicated in the Order Confirmation, and always travels with all risks borne by the Customer. The delivery terms are indicative and any delays do not affect the validity of the order; in the event of extraordinary events such as natural disasters, strikes, lack of raw materials, and causes of force majeure, Metalcontentitori reserves the right to choose the measures to be adopted. In no case is Metalcontentitori liable for damages or losses due to delays in deliveries. If the ordered goods are not collected within the agreed period, they will be stored with costs and all risks borne by the Customer for 30 days. Once this period has elapsed without the Customer having picked up the ordered goods, the contract is terminated ipso jure and Metalcontentitori reserves the right to withhold the advances received as compensation for damages, without prejudice to greater damage, including indirect or due to loss of earnings suffered or undergoing. When collecting the product from Metalcontentitori's premises, it is the responsibility of the Customer to check the integrity of the products and the correspondence in quantity with the accompanying document. In the event of discrepancies and/or differences, it shall be the responsibility of the Customer to analyse these in detail and in discussion with Metalcontentitori, failing which the product shall be deemed to be as seen and liked (except for hidden defects).

The execution of the supply can be suspended following changes to the financial position of the Customer that clearly endanger the possibility for Metalcontentitori to receive the consideration due.

6. PAYMENTS

Payment for the supply must be made within the deadlines established in the Order Confirmation. Delay in payment of the agreed amount and/or part thereof in the event of instalments, shall give rise to interest on arrears pursuant to arts. 4 and 5 of Italian Legislative Decree 231/2002 et seq. In this case, Metalcontentitori has the express right to suspend shipments in progress and the processing of any orders.

7. RETENTION OF TITLE

Metalcontentitori retains ownership of the goods sold in compliance with arts. 1523 et seq. of the Civil Code until the price has been paid in full. Consequently, the Customer undertakes not to transfer the ownership or use of the goods to third parties under any circumstances, not to pledge or in any other way encumber the same until full payment of the price. With the delivery of the goods, all risks are borne by the Customer, including theft, damage, fortuitous event or force majeure, the same being liable for the payment of the agreed price to Metalcontentitori. Failure to pay an amount greater than one eighth of the price gives Metalcontentitori the right to declare the contract terminated due to default of the Customer with the consequent right of Metalcontentitori to demand the immediate payment of all instalments, even if not expired, or to demand the immediate return of the goods sold. In the latter case, the amounts already paid for the payment of the price will remain acquired by Metalcontentitori as compensation for the use and depreciation of the goods, without prejudice to compensation for greater damages.

8. INTELLECTUAL PROPERTY

The Customer acknowledges and agrees that no license of use or ownership, stated or implied, in connection with the use of any Trademark owned or used by Metalcontentitori, is granted to the Customer by Metalcontentitori who retains all Intellectual Property rights therein. The Customer shall not in any way act in such a way as to compromise Metalcontentitori's rights to its Trademarks and, in particular, the Customer shall refrain from registering any trademark and/or intellectual property rights or internet domains that may be confused with any trademark and/or intellectual property rights of Metalcontentitori.

9. COMPLAINTS AND MANUFACTURER/VENDOR LIABILITY

The Customer shall report, in writing, any quality defects (not detectable at the time of delivery) within 8 (eight) days from discovery. Once this period has elapsed, the complaint shall be without effect. Complaints of any kind shall not suspend the obligation to make the agreed payments. The Customer accepts and acknowledges that any liability of Metalcontentitori is limited to direct damages, with the express exclusion of indirect damages and expenses of any kind.

10. WARRANTY

The goods are sold with a warranty for manufacturing defects of the manufactured article or other product, attributable to Metalcontentitori, for a period of 12 (twelve) months from the date of delivery. The warranty is limited to the repair, or, in the event that it is not possible, to the free replacement of the defective part only if and when such defect, reported within the terms of the law, has been ascertained by Metalcontentitori technicians. Under no circumstances will Metalcontentitori be liable for consequential damages even if they are due to defective goods. Metalcontentitori declines any civil or criminal liability towards the Customer and any third party for facts and events that may occur due to the misuse and/or maintenance of the product, for the failure to strictly comply with the instructions in the "User and Maintenance Manual", as well as for the use of products unsuitable for the equipment, for tampering and damage caused and for failure to operate and for any other cause not directly attributable to Metalcontentitori.

11. PRIVACY

Pursuant to and for the effects of art. 13 of Italian Legislative Decree 196/2003, Metalcontentitori informs the Customer that the personal data provided may be processed, both manually and by automated means, by Metalcontentitori s.r.l., Via V. Topazzi, 27 – 51037 Montale (PT). Such processing is necessary in the execution of the obligations arising from the contractual relationship and, therefore, does not require the Customer's consent. Pursuant to art. 7 of Italian Legislative Decree 196/2003, the customer may exercise his rights, including consulting, modifying, deleting his data or opposing their processing for legitimate reasons, by contacting: Metalcontentitori s.r.l., Via V. Topazzi, 27 – 51037 Montale (PT). As far as may be necessary, the Customer, as the data subject concerned by the processing of the data resulting from the execution of this contract, declares to know the rights pursuant to art. 13 of Italian Law 675/96 and subsequent amendments and to expressly give, by signing this document, its consent to the entering of his/her personal data in the databases of Metalcontentitori and the related processing, communication, transmission and dissemination of the same pursuant to articles 11, 20 and 22 of Italian Law 675/96 and subsequent amendments.

12. APPLICABLE LAW AND JURISDICTION

The supplies regulated by these general terms and conditions of sale are regulated by Italian law. Any dispute concerning the execution, termination, interpretation, validity and effectiveness of the contract between the parties in relation to the sales referred to in these general terms and conditions is governed by Italian law. The parties indicate that the Civil and Criminal Court of Florence have exclusive jurisdiction. In partial derogation of the foregoing, Metalcontentitori has, however, the right to appeal, at its sole discretion, to the court of the place where the Customer is based.

13. FINAL CLAUSES

The invalidity or ineffectiveness of one or more of the clauses of these general conditions of sale or of any of the provisions of the contract of sale governed by them does not determine the invalidity of the same or the dissolution of the entire contract.

For acceptance

(signature) _____

For express acceptance, pursuant to and for the purposes of arts. 1341-1342 of the Italian Civil Code, of the following clauses:

Art. 2) insofar as it charges the Customer for the payment of costs and loss of profit, in the event of withdrawal accepted by Metalcontentitori, and for the payment of costs, loss of profit and direct and indirect damages, in the event of withdrawal not permitted and/or not accepted by Metalcontentitori.

Art. 3) insofar as it entitles Metalcontentitori to demand an increase in prices in the event of a documented increase in production costs; insofar as it charges the Customer with the payment of an increase of 20% on the costs incurred by Metalcontentitori in the event of withdrawal due to an increase in prices of more than 10%.

Art. 5) insofar as it exempts Metalcontentitori from liability in the event of delay in deliveries;

Art. 6) insofar as it gives right to Metalcontentitori to suspend shipments in progress and the processing of any orders against the delayed or even partial payment of overdue obligations by the Customer.

Art. 9) insofar as it limits the liability of Metalcontentitori towards the customer only to direct damages with the exclusion of indirect damages and expenses of any kind.

Art. 13) insofar as it determines the applicable law and the exclusive jurisdiction of the Court of Florence.

(signature) _____