



ITALIAN NAUTICAL UPHOLSTERY

GENERAL CONDITIONS OF SALE

1. GENERAL AND VALIDITY OF THE SUPPLY

Following the signature of the order confirmation and the general conditions of sale, the Customer declares to have seen in every part of the specifications and characteristics of the products of Tappezzeria Nautica Toti Benito srl (hereinafter "Products"). Purchase orders must be submitted by the Customer by e-mail or telephone; the order will be considered valid only after written confirmation by Tappezzeria Nautica Toti Benito srl within ten days from receipt of the order. No other terms of the contract shall be deemed valid unless they have been accepted in writing by both parties.

2. PRICES

Products are invoiced, unless otherwise agreed between the parties, at the end of the work of production and/or supply of the Products. In case of variation of the same, following written communication by Tappezzeria Nautica Toti Benito srl, the delivery of the goods will be made only after the Customer has again confirmed the purchase order in writing. Unless otherwise agreed between the parties, prices are free of charge and are net of VAT, interest, customs duties, taxes and fees. In case of non-payment even of a part of the price, TAPPEZZERIA NAUTICA TOTI BENITO Srl has the right:

- a) to demand payment of the entire price;
- b) terminate the contract by withholding as a penalty what has already been paid, without prejudice to the right to compensation for damage.

TAPPEZZERIA NAUTICA TOTI BENITO SRL reserves the right to suspend the delivery of the goods, in case the Customer does not make the agreed payments and/ or is in default of one or more obligations.

3. DELIVERY TERMS

The delivery will be made to the conditions of transport and cost indicated in the order confirmation, unless different delivery service, specifically requested, in writing, by the Customer. In any case, the delivery times are those indicated in the order confirmation and should be understood as indicative and not binding for TAPPEZZERIA NAUTICA TOTI BENITO SRL. In case of force majeure (as indicated in art. 8) will be taken care of TAPPEZZERIA NAUTICA TOTI BENITO SRL to identify, with the agreement of the customer, the best solution in order to guarantee delivery. In the case of collection of goods by the Customer, if within ten days from the communication of "ready goods", the customer does not take delivery, TAPPEZZERIA NAUTICA TOTI BENITO SRL will still issue the corresponding invoice and charge any additional costs. In addition, any risk of loss, theft and/ or damage related to the goods themselves shall be considered as borne by the Customer.

4. WARRANTY AND DEFECTS OF THE GOODS

Unless otherwise indicated in the offer or order confirmation, the warranty has a duration of 12 (twelve) months from the date of delivery. The Customer, under penalty of cancellation, must report defects and defects immediately detectable within 30 days from receipt or, for hidden defects and defects, by discovery, by registered letter r.r. and/or PEC.

TAPPEZZERIA NAUTICA TOTI BENITO SRL, in execution of the guarantee, will be able to choose:

- a) To replace the goods found to be defective at his own expense; or
- b) Perform or cause to be performed by a third party at its own expense; or
- c) Refund the price.

The Customer loses the guarantee when:

- i) does not keep the goods at the disposal of TAPPEZZERIA NAUTICA TOTI BENITO SRL for the subsequent inspection following the complaint of defects;
- ii) destroys the goods without authorization of TAPPEZZERIA NAUTICA TOTI BENITO SRL.

The Customer, in the presence of any defects and defects, may not suspend the payment of the Products.

The guarantee referred to in this article replaces the guarantees and responsibilities provided by law and excludes any other liability of TAPPEZZERIA NAUTICA TOTI BENITO SRL, however originated from the supply of the Products. TAPPEZZERIA NAUTICA TOTI BENITO SRL is not responsible for the work carried out by the Customer, using the materials supplied, nor for any alteration of the same materials due to causes and events not caused by TAPPEZZERIA NAUTICA TOTI BENITO SRL.



5. SUSPENSION OR CANCELLATION OF ORDERS

In the event that the credit guarantees or, more generally, the financial capacity of the Customer fail or decrease, TAPPEZZERIA NAUTICA TOTI BENITO SRL is entitled to suspend or cancel ongoing orders, or to make the delivery of products subject to adequate guarantees of payment.

6. FORCE MAJEURE

In the event that the execution of orders by TAPPEZZERIA NAUTICA TOTI BENITO SRL is hindered or prevented by a cause of force majeure or unforeseeable circumstances, or by the impossibility to obtain services and materials necessary for the fulfillment of the order, causes national and company strikes, claims, natural events, disruptions, transport interruptions, work stoppages in the supplier's and/or sub-suppliers' establishments or proven delays thereof, TAPPEZZERIA NAUTICA TOTI BENITO SRL will be entitled to withdraw from this contract or extend the delivery period for a duration equal to that of the above event, by written notice to the Customer within a reasonable time.

7. PAYMENTS

Any payment method must be agreed with TAPPEZZERIA NAUTICA TOTI BENITO SRL, in writing, before or at the time of ordering and/ or in the order confirmation or later. In the event of late payment to agreed deadlines, the Customer may be automatically charged, without any formal warning, the legal default interest referred to in D.lgs. 9 October 2002 nr. 231, e s.m.i. All sums due at that time by the Customer to TAPPEZZERIA NAUTICA TOTI BENITO SRL, also in relation to orders and supplies, will become immediately payable for the entire. Any delay in payment granted for this purpose shall be revoked, subject to the suspension of deliveries in progress. In the event of a bank receipt not being paid, 50 euros will be charged for flat-rate reimbursement of bank and secretarial expenses, plus interest on late payment.

8. COMPETENT COURT

For any dispute relating to the interpretation, execution, cancellation or termination of this contract, the Court of Bergamo will be exclusively competent.

