



# METALLURGICA FRIGERIO SPA

Società soggetta all'attività di direzione e coordinamento della Sefri srl

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AZIENDA  
CERTIFICATA

SGQ  
CERTIFICATO  
UNI EN ISO 9001

## GENERAL SALES CONDITIONS

These General Sales Conditions apply to all the contracts stipulated with Metallurgica Frigerio s.p.a. They represent an integral part of the same and they prevail over any possible general sales conditions arranged by the Customer.

### 1. Purchase Order and Order Confirmation

- 1.1 With the release of a purchase order reporting the product indication, the Customer acknowledges to have examined the technical qualities of the ordered products and to have deemed them appropriate for the use they are intended for, both directly and indirectly. In addition, the Customer commits to use the products at the state of the art.
- 1.2 The sale shall be concluded when the Customer receives the order confirmation from Metallurgica Frigerio spa.
- 1.3 If the Customer receives an order confirmation from Metallurgica Frigerio spa that reports any terms or conditions differing from those in the purchase order, the same shall immediately inform Metallurgica Frigerio spa in writing. Failing to do so, the Customer will accept all the conditions reported in the order confirmation.

### 2. Delivery terms and place

- 2.1 The goods always travel upon the Customer's risk and danger, even in case the delivery is CPT. If it were necessary to transport and deliver the goods directly to the Customer's seat or to any other place specified by the same, Metallurgica Frigerio will be freed from any delivery obligations upon the transfer of the goods to the second carrier.
- 2.2 The delivery terms are always indicative and they are intended as fulfilled when the goods are delivered to the carrier. Metallurgica Frigerio shall not be held responsible for any delays or the failed delivery in case of any situations that are beyond their control.
- 2.3 In case of late delivery, after 30 working days from the delivery due date, the Customer shall be entitled to cancelling the order with a ten working days' notice.

### 3. Payments

- 3.1 The applied prices will be those in the Price List in force upon the purchase order. The payment of the price for the products shall have to be made by the Customer under the modalities, conditions and terms given in the order confirmation. In case of late payments beyond the terms given in the invoice, the Customer will be charged the default interests calculated at the rate in force without any additional need of previous formal notice, pursuant to the provisions in the Leg. Decree no. 231/2002.
- 3.2 Up to the full balance of unpaid supplies, Metallurgica Frigerio shall be allowed to stop the fulfilment of the orders under way without incurring any fees and without this enforcing the Customer's right to claim any possible damages.
- 3.3 Every claim related to Products and/or to the delivery of the same shall not in any case justify a suspension or delay in payments.

### 4. Complaints

- 4.1 Whatever non-compliance of any nature in the Products delivered to the Customer as regards the quality and the quantity detailed in the order confirmation shall be reported in writing to Metallurgica Frigerio spa within eight days from the date when the Products were received. After this term has elapsed, the delivered Products will be considered as complying with those ordered by the Customer.
- 4.2 In case of lower quantities delivered and any faults and/or defects visible when the goods are unloaded, the written report of an appropriate reserve will be necessary on the shipping documents (DDT, CMR, etc.) in addition to the complaint under paragraph 4.1.

### 5. Replacement of a Product

- 5.1 In case of a complaint admitted under item 4 here above, Metallurgica Frigerio shall integrate the supply for the missing quantity or replace the damaged or non-compliant product, thus making it available at the Customer's closest distributor or at the distributor where it was purchased. Alternatively, the Customer can be reimbursed the value of the product being the object of the complaint with the exclusion of any other direct or indirect cost or damage originating from it. However, the possible return of the goods shall be approved in advance.
- 5.2 Metallurgica Frigerio spa shall not pay for any damage and/or costs originating from the use of the product being the object of the complaint if the defect is visible and the Customer however uses it.

### 6. Place of Jurisdiction and Applicable Law

- 6.1 In case of any controversies originating from the pre-contractual negotiations, from the sales contract to its execution, including the actions by Metallurgica Frigerio spa to recover the own credits, the Court of Lecco shall be exclusively competent, with the exclusion of any other jurisdictions. The controversy and, in general, the whole sales relationship shall be ruled by the substantial Italian Law, without resorting to reference regulations and with the exclusion of the UNCITRAL convention.

### 7. Technical Data

- 7.1 The reported product specifications and the technical data, i.e. weight and size of the products, are purely indicative and subject to the normal working tolerance.
- 7.2 Metallurgica Frigerio can change the reported product specifications and data in accordance with technical production needs and without advance notice, without this being the possible object of a complaint and/or of a price change.