

GENERAL TERMS OF SALE

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1. VALIDITY AND EFFECTIVENESS

These General Terms (GT) are applicable to any relationship between VERINLEGNO SPA and anyone who offered a purchase order.

The GT regulate these relationships exclusively from the first contact to a close, forming an integral part of them.

The complete GT are available on the web site WWW.VERINLEGNO.IT and the buyer is obliged to examine them before establishing any relationship.

VERINLEGNO Spa reserves its right to change, to adapt, to keep the text of these GT.

2. EXCEPTIONS

Any exception to GT shall not be valid if it is not agreed in writing.

3. FINALISATION OF THE CONTRACT

The purchase order is considered as finalising when the sale order acknowledgement is sent (SOA).

The buyer's adjustment shall be valid if it is submitted to the seller in writing within 1 working day from the day the Seller sent the SOA, only.

Should no communication be received within 1 working day from the reception of the SOA, the order is considered as automatically accepted in its entirety.

4. AIM OF THE CONTRACT OF SUPPLY

VERINLEGNO SPA, in order to foster the prompt fulfilment of the order, reserves its right to slightly modify in the SOA stage.

5. PRICES

The prices the SOA shows are considered as fixed prices in the currency the SOA specifies. The prices are considered VAT excluded, if VAT is provided for.

As far as sales within the national territory are concerned, the delivery cost is included in the selling price if it is executed by ordinary means of transportation, special delivery excluded.

As far as the sales outside the national territory are concerned, the return of goods shall be the one the SOA shows, depending on the agreements the parties reached.

6. CONSIGNEMENT, DELIVERY AND TRANSPORTATION RISKS

It is possible for the delivery dates the SOA shows to have a 2-day grace period, unless anything unexcepted happens beyond the power for VERINLEGNO SPA to control.

The items, which are the aim of the contract of supply, are subject to the ADR, IMDG and ICAO-IATA regulations. Should the transportation be at the Buyer's expenses, he shall take on the responsibility for the compliance with the related terms.

7. PAYMENT TERMS

The payment terms the SOA specifies are to be considered as fixed.



Possible complaints or objections, concerning the items or their delivery, do not represent a reason to suspend or to defer payments.

As far as the possible amounts not paid at the agreed deadlines are concerned, the interests on arrears are applicable with no need for formal notice, taking effect from the related unfulfilled deadline, in compliance with the criteria provided by the Legislative Decree n° 231 dated 09th.10.2002 and following amendments;

8. RIGHT OF WITHDRAWAL

VERINLEGNO SPA reserves its right to apply at any time during the commercial relationship, the provision of art. 1461 of the Civil Code, informing the customer.

9. FORCE MAJEURE

VERINLEGNO SPA shall not be considered as responsible for the non-fulfilment of its obligation to deliver the goods or to perform the service as well as for any direct or indirect damage, or for any deterioration, total or partial, of the items and generally for any non-fulfilment whatsoever, if they are determined, directly or indirectly, by any event (natural and not) which is beyond its reasonable control or otherwise inevitable.

The Buyer, in the presence of the above described proclaimed events, shall be entitled to receive, as soon as possible, the communication about the new delivery times and shall be entitled to withdraw if the new times are completely incompatible with its work plan.

10. TECHNICAL FEATURES OF THE ITEM AND ALLOWED USES

VERINLEGNO SPA guarantees the technical features of the items the related technical specifications describe, only, as well as the ones of the safety data sheet (SDS) and, whenever the agreements provide it, those of the certificate of analysis. The guaranteed performances are the ones resulting from the use of the items following the application cycles described in the above mentioned technical specifications, which are available on the web site www.verinlegno.it upon registration or you can ask directly to Verinlegno staff.

The uses allowed for the item are exclusively those reported in the safety data sheet. VERINLEGNO SPA shall not be obliged, in any case, to be responsible for the effects resulting from items which are used in an inappropriate way and/or for uses which are not stated as allowed.

11. GUARANTEE

The items VERINLEGNO SPA supplies are exclusively intended for a professional use and it is strictly forbidden to intend them for not professional uses.

VERINLEGNO SPA is responsible for the item features which are reported in the corresponding technical specifications, in the safety data sheets and in the labels applied on the packaging.

The expiry date of the products is reported on the data sheet in the field "To be used within". This period of time starts from the date of production which corresponds with the batch specified on the label.

Should a defect be found on the item, VERINLEGNO SPA's liability is limited to the value of the item as it is supplied as well as to the reparative actions up to a maximum of six times the value of the employed item.



12. INFORMATION AND TECHNICAL ASSISTANCE

The information, the technical assistances and the consultations VERINLEGNO SPA provides, concerning the features and the use of each item, result from the best knowledge acquired as paint manufacturers and are offered to the Buyer in good faith in order to complete his essential level of knowledge as user and as expert of the support to be treated, of the application tools and systems, of the work place and so forth.

They shall never represent a form of guarantee of the result since the Buyer shall adapt them to his own reality he is the only one to know completely and professionally.

This is the reason why the operational checks of these technical aspects and of other ones (such as, for example, the check of the colour on the specific support before the use) are among the Buyer's responsibilities.

13. COMPLAINTS

Any complaints concerning damages or defects by the Buyer shall be submitted in writing exclusively, in compliance with the terms of art.1495 of the Civil Code.

14. INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND DISCRETION

The Buyer acknowledges that the names and trademarks employed regarding the items belong exclusively to VERINLEGNO SPA. The Buyer is also aware that, as a consequence of the relationships with VERINLEGNO SPA, he could find out elements, news, information and more generally confidential data or data subjects to obligations of intellectual property right; the Buyer therefore commits himself, for himself and for his employees and his colleagues, to keep the strict confidentiality about these "data" throughout the relationship with VERINLEGNO SPA.

15. ACTS OF TOLERANCE

The possible failure to exercise any right by VERINLEGNO SPA shall never represent a waive to the right to ask for the correct fulfilment at all, since this omissive behaviour shall be considered as a mere act of tolerance.

16. PERSONAL DATA PROTECTION

The personal data, which are entrusted for the completion of this Contract, shall be subject to the computer or manual processing by the contracting parties in compliance with what the Legislative Degree 30th June 2003 n. 196 provides, for the purposes related to the completion of this Contract, exclusively. The Customer expressly allows, pursuant to Legislative Decree 30th June 2003 n. 1196, VERINLEGNOSPA to collect, to use, to communicate his own personal data as they are provided in filling up the purchase offer or any on line form required to conclude his purchases, for purposes strictly connected with and in furtherance of the management the relationships with the one who fills in and for purposes related to the obligations provided by the laws into force. The concerned party has specifically the rights pursuant to art. 7 of the Legislative Decree 196/2003 and that is to say: to ask for a confirmation that his own personal data exist at VERINLEGNO SPA main office; to know their origin, the logic and the purpose of their processing; to obtain their updating, their adjustment and their integration; to ask for their cancellation, their transformation anonymously or for the stopping in case of illegal processing; to object to their processing for legitimate reasons or in case of use data to send advertising material, business information, market



surveys, researches of direct selling and interactive commercial communication, provided that the achieving of the cancellation of one's personal data is subject to sending a written communication to the headquarters of VERINLEGNO SPA.

17. APPLICABLE LAWS

VERINLEGNO SPA commits to put on the market those products which comply with the national provisions and the EU provisions into law in the European Union member states at the delivery date, for the foreseen or reasonably predictable use of the products.

The Buyer is responsible for the compliance with the provisions, the laws and the regulations about import, transportation, storage, use, distribution and export of the products.

In particular, including but not limited to, the Buyer shall not use, sell or manage any product:

- To develop or to manufacture biological, chemical or nuclear weapons.
- To manufacture drugs illicitly
- In violation of embargo
- In violation of any legal provision about registration or notice or failing any related authorization required pursuant to laws and regulations into force.

VERINLEGNO SPA is entitled to withdraw whenever there is an obligation to file the product when it is delivered and whenever the registration is not submitted or granted.

VERINLEGNO SPA is entitled to withdraw whenever, upon delivery, there is the obligation, established by the laws or by the Regulations, to ask for an authorization in order to export goods and when this authorization is not issued.

VERINLEGNO SPA reserves the right to draw up and to issue a certificate (long term declaration or invoice declaration) if the goods the Buyer buys are subject, given its preferential origin, to preferential tariff measures. This declaration shall be valid even with a not autograph signature. This declaration of a preferential origin is compliant with what art. 5 paragraph 3 of the EC Reg. n. 1207/2001 provides.

18. CONTACTS

For the purposes of this contract and of these GT, any communication to VERINLEGNO SPA shall be sent, unless otherwise expressed or provided, to:

email: amministrazione@verinlegno.it ; PEC : verinlegno.amministrazione@legismail.it

fax: +39 572 773608

second class mail: VERINLEGNO SPA VIA GALVANI, 7 51010 MASSA E COZZILE (PT)

19. COURT OF JURISDICTION AND LEGAL COSTS

The court of Pistoia shall have exclusive jurisdiction over any disputes resulting from the execution of this contract, to the clear exclusion of any other one.

The rules of the Italian substantive and procedural law are applicable to this relationship, regardless the customer's nationality and the goods destination.

VERINLEGNO SPA reserves the right to turn to the Judicial Court of the Buyer whenever he is based abroad.

