

## GENERAL CONDITIONS OF SALE

- 1. ORDERS:** All the orders must be received exclusively by Fax (+39 071 906384) or E-mail (export@valpaint.it - export2@valpaint.it) All orders by phone call will be not considered valid and are subject to the definitive approval of VALPAIN S.p.A. Delivery terms will be determined and will become effective as orders are accepted and confirmed by VALPAIN.
- 2. PART OF GENERAL CONDITIONS OF SALES:** the whole text of General Conditions of Sales is available on our website: <http://www.valpaint.it/en/1598/>
- 3. SHIPMENT:** goods travel at the exclusive risk and danger of the purchaser. Even if agreed upon, delivery terms are not binding on VALPAIN S.p.A. In any event, all compensation costs due to direct and/or indirect damage following failure to meet the delivery dates are excluded. VALPAIN S.p.A. reserves the right to reduce the quantity of goods shipped and/or to carry out partial shipments, without this constituting grounds for non-fulfilment.
- 4. PRODUCTS ON REQUEST:** minimum quantities, prices and delivery dates for products on request (e.g. samples, special products) are agreed upon case by case.
- 5. PRICES:** products are sold according to the prices indicated on the price list in force at the time the order is approved. All prices indicated in the price list are net of VAT and may be subject to change at any moment, even after the order has been accepted. The prices on the price list refer to standard products and to shades appearing on the relative colour charts. The price of other sample shades, provided there is no technical hindrance to their production, will be agreed upon case by case. The quantity of product resulting from an ordered sample shade may vary by  $\pm 15\%$  due to technical reasons, without this constituting grounds for non-fulfilment on the part of VALPAIN S.p.A.
- 6. PAYMENT TERMS:** any unsettled payments, bank expenses incurred by Valpaint S.p.A. and interest on arrears will be charged. The purchaser shall not be entitled to compensate payments. Payments will have debt releasing effect only if made to the VALPAIN S.p.A. head office or to a person having written authorisation to collect them. In the event of default in payment, VALPAIN S.p.A. reserves the right to defer the supply of goods until full payment of the unsettled amount is received.
- 7. CLAIMS AND RETURNED GOODS:** VALPAIN S.p.A. is liable for any damage caused by the goods sold, within the limits of the law. In ordering the goods, the purchaser declares to be aware of all their technical features and to have pre-emptively verified their suitability for the uses they are intended for by the purchaser or any other eligible person. Any missing, damaged, or defective items and anomalies must be immediately brought to the carrier's attention in writing. Failure to lodge claims in the aforementioned form determines the acceptance of goods by the purchaser and, consequently, such goods may not be restored. Any complaints or claims for faults and/or defects of goods sold shall not be admitted unless they are lodged prior the expiry of the time limits prescribed by the law, by indicating the production (batch) number located on the packaging. Goods may not be returned unless expressly authorised in writing by VALPAIN S.p.A.
- 8. NOTE:** the output per sqm of the products indicated in the price list are purely indicative as they are based on approximate yield values that may vary depending on the nature of the surface, application system, number of layers applied, etc. For further information, please consult the relative catalogue and technical data sheet.
- 9. PROHIBITIONS:** the purchaser is expressly prohibited from reproducing VALPAIN S.p.A. trademarks or selling its products via computer, unless expressly authorised in writing to do so.
- 10. COURT OF JURISDICTION:** for any controversies concerning the interpretation, performance and termination of the sales contracts, the Court of Ancona shall have jurisdiction.