GENERAL TERMS AND CONDITIONS OF SALE

1. Contractual conditions

Except in the presence of amendments or derogations agreed in writing, these general terms of sale shall govern all sales contracts concerning the products distributed by QUINTESSENZA CERAMICHE ("Seller") entered into between the Seller and the Purchaser . Any amendments to the general terms of sale, transactions and allowances, even if proposed on the initiative of our agents, brokers or other intermediaries, shall be binding on the Seller exclusively in the presence of written confirmation and anyway only with regard to the single contract to which they refer.

2. Order acceptance and confirmation

The Client's order is a purchase proposal; orders are irrevocable for the Client and non-binding on the Seller, which reserves the right to accept or decline them. The contract of sale shall be deemed to have been entered into only after a written order confirmation is issued by the Seller; if no objection is received within the following 48 hour period the order shall be deemed to have been confirmed and accepted in full. The contents of the Seller's order confirmation shall prevail with respect to any agreements or negotiations that are not referred to in said order confirmation. The above also applies to any deliveries of material free of charge for exhibition purposes. Before filling orders, the Seller reserves the right to request business information concerning the Purchaser such that may, at the sole discretion of the Seller, advise against the execution or continuation of the contract; the exercise of said power shall not grant the Purchaser any whatsoever right to claim compensation for damages or any other rights.

3. Prices

Unless otherwise specifically agreed by Seller in writing, the valid prices are those indicated on the price-list that is in force at the time of shipment. All prices are for delivery "Ex-Factory" and do not include other charges such as: VAT, stamp duty, shipping and packaging costs, customs duties or any type of tax, which shall always be at the entire expense of the Purchaser. The Seller reserves the right to amend the prices on this price-list on giving advance notice of 30 (thirty) days.

notes:

Prices in euro – VAT and transport non included
Pallet cost € 8.00 – Mini-pallet cost € 5.00
All products are sold only by full boxes
Shipping costs to warehouse in the Sassuolo and Fiorano area: €15.00 per pallet

4. Terms of delivery and cancellation

Any delivery terms specified by Seller are never binding but only guideline. The Seller reserves the right to cancel, suspend or delay, entirely or in part, any orders due to events of force majeure or other events beyond the Seller's control (including states of emergency, mobilization, war, or natural disasters, also in the countries of raw material suppliers, energy crises, forced output restrictions, strikes, factory lock-outs, fires, collapses, etc.) such that substantially affect the condition of the market, the value of the currency, and the conditions of the ceramic industry. The Seller also reserves the right to discontinue particular merchandise for reasons of production problems or market requirements. The Purchaser waives any and all claims and rights relating to any cancellation or delay in delivery of the goods including, without limitation, any and all claims for direct, indirect, incidental, consequential or other damages or compensation.

5. Transport

The goods travel at the risk and peril of the Purchaser as sold "Ex-Factory". This condition also applies in case of the use of a carrier and/or forwarding agent contacted and paid in advance by our company on the Purchaser's behalf and/or in case of sales made at "Carriage paid" conditions. The liability of the Seller ends on handing over the products to the carrier. Therefore, claims for any shortages, breakages, damaged packaging or for any reason or fact attributable to the transport of the goods must be addressed exclusively to the Carrier.

6. Payments

Invoices that are not disputed within 8 (eight) days of receipt are considered to have been accepted. The sum of each invoice must be paid using the methods and within the terms stipulated and indicated on the invoice. The place of payment is the administrative office of the Seller or the bank indicated by the Seller. The Seller's acceptance of cheques shall be construed as subject to collection and shall not constitute effective payment for the goods until the Seller has collected the full amount. Payments made to the Seller's agents shall not release the Purchaser from its obligation to remit unless they are preceded by specific written authorization given by the Seller. Any delay in payment or outstanding debt on Bank Orders shall entitle the Seller to terminate the current contracts, suspend delivery of the goods or demand payment in advance, even with reference to other contracts, and to recover all expenses and late payment interest at the current rate and also seek compensation for any damages incurred, without giving rise to any right on the part of the Purchaser to make demands, claim compensation or make any other claims.
If the Seller initiates legal proceedings to collect any amounts owed by the Purchaser or to enforce any right deriving from the contract, including title retention, the Purchaser shall reimburse to the Seller all the associated legal costs, expenses, and fees.

7. Title retention

Until the Seller has collected full payment for the products from the Purchaser, the Seller retains the title of ownership of the Products, in accordance with article 1523 et seq of the Italian Civil Code. Failure to pay even a single instalment shall lead to termination of the agreement and the right to demand immediate payment of all instalments, even those not yet due, or immediate return of the goods. In this case the amounts already paid shall be withheld by the Seller by way of indemnity.

8. Warranty

Compliance of QUINTESSENZA CERAMICHE products with the applicable UNI-EN standards in force is guaranteed. The Purchaser acknowledges that variations in size, colour, tone or other visual characteristics of the products also between plain tiles and decorative tiles, are characteristics of the Products and are intrinsic to them and unavoidable, and also acknowledges that the Seller's samples are only provided as approximations of the Products. Under no circumstances can the Seller make, or shall be deemed to have made, any warranty, express or implied, in relation to any statements, descriptions or illustrations in any brochure or other literature. Moreover, any written warranty made by Seller to the Purchaser does not apply to second or third grade sorted Products or occasional lots but refers exclusively to first grade Products with a tolerance of approximately 5%. Upon receipt of the Products, the Purchaser shall open the boxes to check them carefully. The Purchaser assumes full and complete responsibility for ascertaining whether the Products correspond to the Products ordered and are suitable for the intended use, regardless of any suggestion or direction given by Seller with respect to the Products or the use thereof.

9. Claims

Claims concerning shortages or breakages must be solely addressed to the Carrier (when the material is unloaded, with a suitable note made on the transport document) and immediately informing the Seller of the matter in writing. Any other claim concerning the nature and/or characteristics of the material must be forwarded to the Seller in writing promptly and anyway within 8 days from receipt of the goods. One said term has elapsed the goods shall be considered seen and accepted in the state in which they were received on pain of forfeiture of the warranty cover. Any hidden defects of the goods must be reported as stated above, within 8 (eight) days from the time of discovery although within 1 year from the date of delivery on pain of forfeiture of the warranty cover. The Purchaser shall also forfeit the warranty if, after making a timely claim, it fails to keep the affected material available for the Seller, or if the material is utilized in the interim. Claims concerning material that has already been installed shall not be accepted. In the event of ascertained defects, the Seller may, at its discretion, either replace the affected material or cancel or terminate the Contract, in whole or in part, without any obligation to replace the Products. The Buyer waives any and all other claims, including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential, punitive or other compensation or damages, and any and all rights to terminate or cancel the contract.

10. Processing of personal data

Data protection: the unabridged privacy practices are available at headquarters of Quintessenza Ceramiche. Abridged privacy practices in compliance with Art.13 of Italian decree D. Lgs. 196/2003. Data are processed in accordance with the law pursuant to Articles 7-8-9 of Italian decree D.Lgs 196/2003.

11. Applicable law and jurisdiction

The contracts shall be governed and interpreted in accordance with Italian law. For any disputes or claims that arise between the parties, the court of Modena (Italy) shall be the exclusive court of jurisdiction.