

1. GENERAL INFORMATION

- 1.1 In these Sales Conditions the following terms will keep the meaning below described: the Buyer is the person, the company or any other organization that commissions the products and/or the services to the Society; the Society is the firm indicated in the Contract.
- 1.2 These conditions must be considered as integral part of every contract and complete the specific supply conditions agreed with the Buyer. These conditions must not be modified nor it's possible to renounce them except expressly written acceptance by the Society.

2. PRICES AND OFFERS

- 2.1 The price of the Products and/or Services is the price of the offer proposed by the Society, but excluding VAT and other taxes. All the offers presented by the Society for the supply of Products and/or Services will remain open for the purpose of acceptance for the period indicated in the offer itself. If not differently agreed in writing, all the costs of shipment, container, packaging, assurance and other costs will be included apart.
- 2.2 Before the delivery to the Buyer the Society can not modify the prices, except in the case when possible price variations are necessary due to requests of changes or additions by the Buyer.

3. PAYMENT

- 3.1 If not differently agreed in writing, the payment takes place in two steps:
 - 1) 30% down payment at the moment of order, as an obligation to buy the goods
 - 2) balance at goods collection or, in case of delivery by the Society, at the moment of communication of the effected goods preparation (ready goods).
- 3.2 In case of delayed payment, the Society reserves the right to suspend the delivery and/or to extinguish possible existing contract obligations.

4. CHANGES

- 4.1 The Society reserves the right, in any moment and without notice, to modify the product specifications in order to improve their use.

5. DELIVERY

- 5.1 Ex works, differently, if previously agreed, the Society will choose the transportation procedure and the carrier (excluding transportation to floor and assembly).
- 5.2 If, after receiving from the Society the communication that goods are ready for delivery, the Buyer does not accept the delivery of products within 30 days, the Society can invoice and stock them at Buyer's expenses.
- 5.3 The Buyer must inform the Society within 5 working days and in writing about incomplete delivery or defects clearly recognizable with a careful control.
- 5.4 If, before shipment, a product delivery needs an authorization for export or for other nature, the Society will not be responsible of possible delays of issue or non-issue of the said authorization.
- 5.5 At the end of the delivery some photographic surveys on the effected installation could be carried out in order to register the installation itself. The photos can be used by the Society for promotional purposes.

6. GUARANTEE

- 6.1 Products - the Society guarantees that, at the moment of shipment, their Items are in compliance with the specifications of the Society itself.

The Society Andreoli Srl guarantees its products, for manufacturing defects, for 2 years starting from delivery date. The DuPont™ Corian® products are subject to general DuPont™ guarantee conditions (information available at DuPont www.corian.com).

7. LIMITATION OF RESPONSIBILITY

- 7.1 The Society supplies attached to the product an operating manual in which are indicated procedures and cautions for the correct product use.
The Society does not assume any responsibility according to the provisions of guarantees for what regards product defects due to the following causes: specifications or materials supplied by the Buyer, standard wear, intentional damage or negligence by the Buyer or its employees or representatives, use conditions different from the specified ones, and anyway abnormal compared to the intended use, non-observance of written or verbal instructions supplied by the Society, unconformable use, product transformation or repair without Society's consent, or non-payment of the complete product price.

8. INSOLVENCY

- 8.1 If the Buyer goes bankrupt or, as a company, goes on closure (except in case of reorganization or merger), the Society can immediately annul the contract without notice – except in case of other Society's rights deriving from this contract.

9. FORCE MAJEURE

- 9.1 The Society must not be liable for non-fulfilment of its obligations, if and in so much and so far as this fulfilment is delayed or prevented by circumstances that fall outside the control of the Society itself.
- 9.2 If a force majeure circumstance prolongs for more than a month, and the production has not started, both the contractors can terminate the contract getting free from any responsibility. Otherwise the Society will invoice the part of the work carried out.

10. PERSONAL DATA

- 10.1 In compliance with the provisions of European Regulation 2016/679, Client's personal data will be treated for purposes intended to fulfil tax, counting and law obligations, and for purposes of contract and customers managing (supply of product and accessories, service of assistance, replacement, customers managing and administration, orders, shipping, invoices, control of solvency and litigation management) and for purposes related to trade activity (marketing and advertising, analysis and market researches, promotion activities, detection of customers satisfaction level, statistical analysis). For further information, please consult the Customers Policy (<https://www.andreoli-italy.it/informativa-clienti/>) and the Privacy and Cookie Policy (<https://www.andreoli-italy.it/privacy/>).

11. APPLICABLE LAW

- 11.1 The contract is subject to the Italian substantive law, and must be interpreted and understood in this sense. The contractors commit to accept the standard jurisprudence of Italian courts. More in detail, if not differently agreed, for any litigation the court in charge will be Milan court.