

GENERAL CONDITIONS OF SALE

1. The sales of all the products made by Ecofibre s.r.l. ("vendor") are governed by the 1980 Convention of Vienna and by the general conditions that follow which will prevail over any different or contrasting conditions contained in the purchaser's purchase order, save any formal and accepted derogation in writing by Ecofibre s.r.l..
2. The customer's order or the contract of purchase/sale are not definitive and do not commit Ecofibre s.r.l. except when they have been accepted by the transmission of the order confirmation or contract of purchase/sale duly signed on every page. The same applies to all the changes that may be made to the confirmed order at a later stage.
3. The order confirmation may contain different terms or values than those indicated in the order. It must be immediately returned to Ecofibre s.r.l. by the customer, duly signed for acceptance. If the order confirmation is not returned within 5 days of its transmission, it is intended to have been tacitly accepted in its entirety.
4. The delivery dates indicated in the order confirmation are purely indicative. Failure to respect the delivery date shall not give rise to any responsibility for Ecofibre s.r.l. unless it is a requirement requested as mandatory by the purchaser and expressly accepted by ECOFIBRE S.R.L. with the wording "mandatory delivery" indicated in the order confirmation.
5. A mandatory delivery date not respected for reasons of force majeure or because of events beyond ECOFIBRE S.R.L.'s control (e.g. serious breakdown of the production plants, strikes by transporters, interruptions in the supplies of electrical power or methane gas, etc.) shall not give the purchaser the right to reject the goods, cancel the contract or take action to obtain compensation for damages resulting from later delivery.
6. The delivery terms and the transport responsibilities are governed by the INCOTERMS 2000 of the ICC.
7. The unloading of the goods in the place of delivery shall be carried out by the purchaser under its own responsibility and control, even if the transport operator participates in the unloading operations.
8. The purchaser undertakes to receive the goods in the place and on the date specified in the order confirmation. In the event of its absence or breach at the moment of receipt, the delivery date shall be deemed to have been respected and the costs for managing the goods not collected will be borne by it. Any new delivery date will be fixed by joint agreement by the parties.
9. If, in exceptional cases, the time of delivery is indicated as well as the date, this must be deemed to be merely indicative and may never be deemed to be binding as traffic conditions are unpredictable and beyond the control of Ecofibre s.r.l..
10. If the sale is made ex-works and the purchaser is required to manage the collection of the goods, this must take place on the established date or, at the most, the following day. Any delays in the collection of the goods must be notified immediately by the purchaser. If the delay exceeds 5 working days from the agreed date, Ecofibre s.r.l. will provide for the shipment of the goods and debit the transport expenses in the invoice.
11. The choice of products and their technical characteristics is the sole responsibility of the purchaser, as Ecofibre s.r.l. is unable to assess and judge the uses and applications they are intended for in advance, nor, indeed, the conditions and procedures with which they will be laid.
12. The purchaser is under an obligation to control the goods at the moment of delivery or, in any case, before their use and/or their incorporation in other products or structures. Any presence of flaws and defects and/or the non-compliance of the delivered product with the type or quality ordered must be notified to Ecofibre s.r.l. by registered letter with advice of delivery, by and no later than 15 calendar days from the date of delivery. The use of the goods without this prior control will void all guarantees and all responsibilities of Ecofibre s.r.l. to the purchaser because of flaws or defects in the goods themselves.
13. The payment conditions and procedures are defined in the order confirmation. In no case may any complaints linked to prices, quantities or quality of the products dispense the purchaser from paying the invoice when due or the part of it corresponding to the value of the complaint itself. In the event of nonpayment of a previous supply by the customer, all the subsequent supplies will be suspended automatically, even if they are part of one same previously accepted order.
14. The condition of payments are agreed in order confirmation and in reference of European directive 2011/7/UE. In any case, failure to pay within the agreed terms shall constitute a reason for obtaining a payment injunction in accordance with the laws in force.
15. If, during the supply, Ecofibre s.r.l. learns of or has reasons to believe that the purchaser has become insolvent in the meantime, it may demand adequate financial guarantees, even if not previously envisaged in the payment conditions. In the event of refusal, it may cancel the order or suspend any remaining part of the supply.
16. In the event of disputes of any kind relating to sales contracts and to the supplies made by Ecofibre s.r.l., and if the matter cannot be settled amicably, the competent court will be that of Pistoia (Italy) whatever the place of delivery and the payment conditions agreed.