



SALES CONDITIONS

1 ORDER AND CONTRACT'S CONCLUSION

- 1.1 The Customer requests the Products by sending them to the addresses referred to in the following art. 9 of the Proposal Order completely drafted, dated and signed by registered letter with return receipt, fax, e-mail, or hand-delivered.
- 1.2 The Order Proposal is valid as a purchase proposal of the Customer and It's irrevocable for him.
- 1.3 The Contract must be considered as concluded with the acceptance of the Order Proposal by Larghevedute s.a.s.di Elena Palossi e C. The Proposal of Order is to be understood as accepted also for facta concludentia, in the moment in which will start the realization of the Products, object of the Order proposal.
- 1.4 Larghevedute s.a.s.di Elena Palossi e C. has the right not to take the Order Proposal.
- 1.5 Any additions or changes subsequently made to the Order Proposal will not be binding for Larghevedute s.a.s.di Elena Palossi e C., which will be able to accept or refuse them without prejudice to the original proposal.

2 SUBJECT OF THE SALE

- 2.1 The supply includes only the Products indicated in the order proposal, any features and / or data resulting from catalogs, technical data sheets, websites and on any other documentation concerning the Products are to be considered indicative and not binding for Larghevedute s.a.s.di Elena Palossi e C.

3 WARRANTY FOR CRAFTMANSHIP

- 3.1 The manufacture of the products made by Larghevedute sas di Elena Palossi e C is characterized by craftsmenships methods (hand painting). Small imperfections, brush strokes, color irregularities, etc. they are to be considered a specific characteristic of the product and they are guarantee to its special craftsmanship and are not to be considered a defect.

4 PRICES AND PAYMENTS

- 4.1 The prices indicated in the Order Proposal are ex works of Larghevedute s.a.s.di Elena Palossi e C., net of VAT (IVA) and any other tax or duty.
- 4.2 The Customer, to be understood as a subscriber of the Order Proposal, acknowledges that the invoice holder's information, if different from the Customer's, must be necessarily indicated in the Order Proposal. 4.3 In the hypothesis referred to in art.
- 4.2 the Order Proposal must also be signed by the subject invoice holder.
- 4.4 Even in the hypothesis referred to in art. 4.2, the Customer remains, in any case, jointly and severally liable with the subject whose the invoice is required for payment of the product's price in the proposal order's object.
- 4.5 The costumer must pay the products' price in the Larghevedute s.a.s.di Elena Palossi e C. eat in the way indicated in the proposal order and, unless otherwise agreed in writing, together with the delivery: any bank charges or fees due about the payment are at the expense of the costumer.
- 4.6 Payments made to agents / appointee of Larghevedute s.a.s.di Elena Palossi e C. don't release the customer, unless a written authorization of Larghevedute s.a.s.di Elena Palossi e C.

5 DELIVERY METHODS

5.1 Unless otherwise agreed in writing, all products have to be traded ex-works of Larghevedute s.a.s. di Elena Palossi e C.

5.2 In case the transport is at the expense of the Customer, he is responsible for the packaging's conformity and suitability

5.3 In case of delivery in different place from Larghevedute s.a.s. di Elena Palossi e C.'s seat, shipping costs will be at the expense of the customer, who acknowledges that the shipment of "mounted works" may be carried out exclusively with a box or frame packaging.

5.4 Larghevedute s.a.s. di Elena Palossi e C. doesn't take on responsibility for damage to the products verified during transport.

5.5 If customer does not collect the products at the place and on the date established, Larghevedute s.a.s. di Elena Palossi e C. is authorized to issue an invoice to cover the products stored and / or transported, Larghevedute s.a.s. di Elena Palossi e C. has the right to obtain the price, as well as the higher charges incurred because of the delay and / or of the failure to collect or for final disposal.

6 LIABILITY

6.1 Larghevedute s.a.s. di Elena Palossi e C. doesn't take any responsibility for the incorrect use and incorrect installation of the Products, of which the customer is unique responsible for, the customer provides to guarantee, indemnify, hold harmless Larghevedute s.a.s. di Elena Palossi e C. from all requests of compensation and / or indemnity, claims, shares, losses, expenses (including legal ones), damages, penalties and any consequent liability and / or anything connected to incorrect the use and incorrect installation of the products.

6.2 Larghevedute s.a.s. di Elena Palossi e C. doesn't take any responsibility in case of the fault of delay and / or products attributable to third party, even if qualifiable as an auxiliary, due to force major, accidents or breakdown.

7 SOLVE ET REPETE

7.1 Any disputes on the Products or, in general, on the execution of the Contract do not alter the client's right to delay, suspend or refuse payment of the price as indicated in art. 4.

7.2 For no reason the Customer can promote legal action against Larghevedute s.a.s. di Elena Palossi e C. concerning the Contract if it has not first fully complied the payment of the products.

8 LEGAL INTERESTS IN ARREARS AND CREDIT RECOVERY

8.1 The Contract concluded for acceptance, expressed or for execution, of the Order Proposal must intended as a commercial transaction pursuant to Legislative Decree 231/02 as subsequently integrated and modified.

8.2 In case of no payment received or delayed payment as agreed in terms, the Customer is obliged to correspond to Larghevedute s.a.s. di Elena Palossi e C. the legal interest in arrears on the amount due.

8.3 In the case of an action to recover amounts for further damages a in favor of Larghevedute s.a.s. di Elena Palossi e C. the Customer must correspond to Larghevedute s.a.s. di Elena Palossi e C. the lump sum amount of € 40.00 (forty / 00) in addition to repay to Larghevedute s.a.s. di Elena Palossi e C. all costs incurred for the recovery of sums not promptly paid.

9 JURISDICTION AND APPLICABLE LAW

9.1 For any and all disputes relating to validity, effectiveness, interpretation, execution of the proposal order and / or the Contract between and the Customer it will be Court of Milan's competence with exclusion of any other forum.

9.2 Even if it's stipulated by foreign subjects and for Products supplied abroad, the Contract will be governed by Italian law.

10 COMMUNICATIONS

10.1 Each communication about the Contract will be sent writing to the contact of Larghevedute s.a.s. di Elena Palossi e C. and of Customer, indicated in the Order Proposal.

10.2 Where specific modes of communication are expressly provided by those present General Conditions, these methods are mandatory and preemptory.

11 MISCELLANEOUS

11.1 Except as provided by these General Conditions, any addition or modification and / or Integration of the Contract must be made in writing and accepted by both parties.

11.2 The Customer undertakes to do everything necessary to facilitate Larghevedute s.a.s. di Elena Palossi e C. a correct execution of the obligations deriving from the Contract.

11.3 Any taxes or stamp duty, as well as any other possible tax burden, are entirely charged to the customer.

12 SUBSEQUENT SUPPLIES

12.1 These General Conditions govern any order proposal and Contract of each Customer with Larghevedute s.a.s. di Elena Palossi e C. , as well any subsequent supplies between them.

Milan,/...../.....

for acceptance:

Sign