



Altre società del gruppo:



#### TERMS OF SALE

reported below that regulate the offer and (mutatis mutandis) the sale when it is perfected.  
These general conditions (the "Terms") govern conditions under which So.Ge.Se. Srl., established in Via Dell'Ecologia No. 21/23/25 Loc Vallinbuio (LI), VAT No.00621940493 Chamber Of Commerce No. LI - 64456 ( "So.Ge.Se.") offers the Goods which it has produced and / or commercialized. All contracts for the sale of products by So.Ge.Se. are regulated by the Terms of sale, which form an integral and essential part of any proposal, order and order confirmation of purchase.

#### Article 1: Offer and acceptance

- 1.1. All offers of So.Ge.Se. are by way indicative and are formulated with the express reservation of the final confirmation, they therefore are not binding until the final manifestation of the customer effective will ("Customer") to purchase.
- 1.2. If an offer is accepted by the Customer, So.Ge.Se. has the right to notify the ultimate acceptance and clarification of the conditions within three days of receipt of acceptance. In any case So.Ge.Se. may not execute the supply if, at the time of the final order acceptance or when the goods are delivered, it incurs in cost variations due to increases in taxes or freight rates or insolvency cases who could seriously modify the purchaser reliability.

#### Article 2: Delivery

- 2.1. The terms of delivery, if specified, are merely indicative and not binding in any way So.Ge.Se who is free from any responsibility, unless otherwise agreed in writing.
- 2.2 At the time of delivery, the bill of loading signed by the Customer or anyone else taking care of the receipt of goods, certifies the conformity of the goods to the offer and to the stipulated use, and the reading and acceptance of the "product information" and "standards of behavior."

#### Article 3: Obligations of the Customer

- 3.1 If it were necessary for the use of the good, it is up to the provide power that must be conducted properly without surges, to ensure a good performance .
- 3.2 It is also up to the buyer the practicability of the area for the discharge of the goods..

#### Article 4: Complaints

- 4.1. Upon receipt of the goods provided, the customer must verify directly or indirectly their compliance with the contract.
- 4.2. The buyer may not rely on the fact that goods are not provided in accordance with the contract, if such verification has not taken place or the buyer has failed to make the vendor aware of the defect within the time specified in the following clause 4.3.
- 4.3. Of obvious defects must be made reasoned written notification to So.Ge.Se. within eight days from receipt of goods, of those hidden within eight days from discovery.
- 4.4. Complaints must be submitted in writing by registered letter with return receipt and addressed to the headquarter of So.Ge.Se.
- 4.5. In case of meritorious claims promptly submitted, So.Ge.Se. shall, alternately, at its discretion and taking into account the interests of the customer and the nature of the complaint: (i) - to provide what is missing, (ii) - give a discount, (iii) - fix things provided, (iv) - replace things provided or (v) - return the purchase price to return of the things provided. So.Ge.Se. will make his choice within 30 days after acknowledgment of the merits of the request and then fulfill his obligation within a reasonable time, failing to make this choice within the period stipulated, the buyer will be able to choose among the alternatives mentioned above.

#### Article 5: Terms of payment

- 5.1. The conditions of payment mentioned in the offer are indicative and must be approved by the administrative and financial office of So.Ge.Se. at the time of confirmation of the order; to amend the terms of payment, So.Ge.Se., through the responsible commercial subsidiary, must inform the buyer by fax, email and / or registered mail with return receipt. The buyer will have 3 days time to accept the change or not. After 3 days and in case of no communications from the buyer, the new terms of payment will be deemed irrevocably accepted.
- 5.2. Costs related to the payment, such as bank charges for the payment of the invoice must be charged to the customer.
- 5.3 The payment will never be blocked or suspended by the customer for any reason.

#### Article 5: Payment delays

- 6.1. If the customer fails to pay within the agreed period, So.Ge.Se. may charge interests at the rate specified in Article. 5, first paragraph, of the D.lgs. n. 231/02. Customer will be charged for any costs arisen for recovery of the debt under the provisions of Article. 6 of the D.lgs. n. 231/02. If the recovery of the debt is entrusted to a lawyer, costs charged to the customer will be determined on the invoice.
- 6.2. Payments made by the Customer will be charged primarily to the recovery expenses (if required), then to interests and finally to the capital, starting from the oldest invoice.

#### Article 7: Price Change

- 7.1. The customer agrees on any price changes when they do not exceed 10% of the original price due to significant and proven circumstances which cause a cost variation for So.Ge.Se. (laws, increases in raw materials, costs of storage, changes in pricing by suppliers and / or sub-contractors, etc.).

#### Article 8: Liability

- 8.1. To the extent permitted by Article. 1229 of the Italian Civil Code, So.Ge.Se. is never responsible for any direct or indirect damage suffered by the Customer or third parties caused by the purchase, use and non-use of the goods of this sale.

#### Article 9: Retention of the ownership

- 9.1 The Customer takes ownership of the goods only to the completion and full payment of the purchase price.
- 9.2. The Customer must pay his collaboration in all cases So.Ge.Se. intends to take measures to protect the goods provided or its right of ownership over them.
- 9.3. If third parties seized the goods supplied under retention of ownership or intend to establish or claim rights over them, the Customer shall immediately brought to the knowledge So.Ge.Se. in writing forms.
- 9.4. Until things are supplied under retention of ownership, the Customer can treat or employ them only in the normal course of its business. Customer may not pledge or otherwise burden the things that are under retention of ownership.
- 9.5. If the Customer fails to comply swiftly with its payment obligations or where So.Ge.Se. may fear that this could happen, the Customer or any other third party will be divested or dispossessed of the goods delivered under retention of ownership as referred in paragraph 1.
- 9.6. Customer must keep things delivered under retention of ownership with due care and keeping them recognizable as exclusive property of So.Ge.Se. The buyer must provide and maintain the goods delivered with retention of ownership properly insured against fire, theft and damage and shall show the insurance bill at the request of So.Ge.Se..
- 9.7 The policy is optional if So.Ge.Se. had sold one or more shipping containers.

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**Article 10: Request for documents and / or certifications**

10.1 All documents and certificates necessary to meet national and / or local law standards that are not explicitly required and not listed in the offer itself, if they are requested after accepting the offer, will need a separate quotation and fully charged to the customer. It is understood that So.Ge.Se. has the right to assess the possibility of issuing those certificates that, for their specificity, may become - at the sole discretion of So.Ge.Se. - no longer available because of the delay of the request of the Customer.

**Article 11: Express termination clause**

11.1. The contract will be terminated, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code., in the case of A) non-performance by Customer of one or more of the obligations under Articles 4, 5.7 and 9, B) Customer bankruptcy and / or admission to other insolvency proceedings; C) transformation, merger, acquisition, sale, demerger of the Customer's companies or branches.

**Article 12: Law and Forum**

12.1. The contract will be governed exclusively by Italian Law on any concern including the validity, interpretation and enforcement of the Terms of the sale. So.Ge.Se. and the Customer irrevocably undertake, for themselves and their successors, to submit any action, dispute or proceeding arising under this contract to the exclusive jurisdiction of the Court of Livorno.