

GENERAL SALES CONDITIONS

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1. PRODUCT AND WARRANTY:

- a. The high temperatures used to fire ceramic stoneware can cause differences in shade and work size. Variations in the dimensions indicated shall therefore be accepted by the Purchaser, provided they are within the limits set by the UNI-EN-ISO 14411 standards.
- b. Italcer S.p.A. guarantees that products are compliant with current UNI-EN-ISO 14411 standards. This warranty applies to best-quality materials only; second- and third-class materials and one-off batches shall be sold "as seen and accepted" and may not be the object of claims.
- c. The colouring of the sample materials presented is to be considered merely indicative. Any variations in colour or shade are due to the particular nature of the material, the characteristics of the production cycle and the raw materials used. It is therefore advisable to mix the tiles by taking them from different boxes, and separate them with a joint when laying.
- d. Decorations and special trims are supplied in a different shade from the base tiles.
- e. Italcer S.p.A. shall be held responsible only for the smoothing and polishing processes carried out in its own factories.
- f. The warranty covers only the replacement of material found to be faulty, before laying. No other claims will be taken into consideration.

2. ORDERS:

- a. All orders transmitted to Italcer S.p.A. by the Purchaser, by the sales agents or similar shall be deemed to have been accepted, subject to approval on the part of the management of Italcer S.p.A.
- b. All orders, including verbal orders, provided there are no written agreements to the contrary, shall be presumed to have been accepted by Italcer S.p.A. under the general sales conditions herein, without the need to expressly make reference to such conditions. Provided there are no precise written agreements to the contrary, the Purchaser is presumed to have accepted the general and specific sales conditions in full.

3. PRICES:

- a. Prices are quoted EXW, exclusive of VAT.
- b. EURO type pallets will be charged at a cost of €10.00 each, in the event that the purchaser fails to provide their own for loading.

4. DELIVERY:

- a. The delivery terms arranged with Italcerc S.p.A. are to be considered merely indicative. In the event of force majeure, Italcerc S.p.A. may terminate the sales contract, either completely or partially.
- b. Delays in delivery do not entitle the Purchaser to terminate the contract, or to claim for any direct or indirect damages deriving from delay.
- c. Goods travel at the risk and responsibility of the Purchaser at all times. Goods are understood to be bought by the Purchaser EXW, even if the price is carriage paid. Italcerc S.p.A.'s responsibility ends when the goods have been loaded, and Italcerc S.p.A. may not be held responsible for any breakages, tampering or pilfering.
- d. When goods ready for delivery remain at Italcerc S.p.A.'s premises at the request of the Purchaser, the invoice shall be issued as if delivery had already taken place, and the materials shall be held in the warehouse at the risk, responsibility and expense of the Purchaser.

5. PAYMENT:

- a. Payments must be made directly to Italcerc S.p.A. at its headquarters in Rubiera (Reggio Emilia). The goods shall remain the property of Italcerc S.p.A. until the price agreed upon has been paid in full.
- b. In the event of a delay in payment of an invoice or part thereof, Italcerc S.p.A., all other rights reserved, shall be entitled to: place any further deliveries on hold, even in the event that such deliveries are due depending on other contracts; to draw a bill of exchange for the amount of the invoices overdue, and to demand full, immediate payment for all the material ordered, or to have such payment guaranteed by alternative means.
- c. In the event of delays in payment, interests and bank charges will be charged to the Purchaser at the rates applicable for the period corresponding to the delay. For all and any matters not expressly provided for in the clauses above, the Italian laws and current commercial practice shall apply.

6. CLAIMS:

- a. Claims will not be accepted for materials that have already been laid. Claims for faults and defects must be reported within the terms provided for by law. For all claims accepted, the Purchaser must return the material concerned, which will be replaced by Italcerc S.p.A. with an equivalent supply. Where such equivalent materials have been supplied, the Purchaser is not entitled to request the termination of the contract, nor the reduction in price or the compensation of damages of any kind.
- b. Any claims made do not entitle the Purchaser to suspend or refuse payment of the invoices. Payments due must be regularly made in full and in accordance with the terms agreed.
- c. Returns will not be accepted without the written authorization of the manufacturer.

7. COMPETENT COURT:

For any disputes that may arise, the competent court is that of Reggio Emilia (Italy). As an exception to the above, Italcerc S.p.A. reserves the right, for disputes related to credit recovery, to bring action before the competent court of the place where the Purchaser has its registered seat; in such case the Laws of such local court shall apply.