

HEROFLON S.p.A.

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HEROFLON™
TECHNICAL FLUORINATED POLYMERS

GENERAL CONDITIONS OF SALE

Premise

- Seller is intended to be Heroflon S.p.A. with head office in Collebeato (BS)
- Buyer is intended to be natural or legal persons who request supplies of goods from Seller

1) Orders

No order sent to the seller, directly or through agents or brokers, shall be considered accepted unless expressly confirmed in writing by the seller. The acknowledgement of receipt of an order is not considered as an acceptance of the same.

The seller has no obligation towards the received order unless this is accompanied by signed acceptance of the present conditions of sale.

The buyer shall not have the possibility to cancel the order if not after written agreement with the seller.

2) Prices

Unless otherwise agreed, the prices are those in force at the time of the order. If between acceptance of the order and delivery there should be exceptional market conditions which cause the variation of prices, the seller shall give communication to the buyer who will have the possibility to cancel the order through written communication within seven days. Without such communication the new price will be considered accepted and will be applied.

Prices are exclusive of any expense, duty and tax and are referred to payment at sight with no discount for ex-works deliveries.

3) Payments

Payments, in any foreseen form, must be made within the agreed terms. These terms are to be considered fundamental.

Delay in payment even if partial entitles the supplier to suspend any further deliveries, to not proceed with any additional contracts and, if deemed necessary, to terminate the contract immediately. The seller is entitled to ask for interests on any amounts which are not paid or which are paid with a delay, following the regulations stated in the Law Decree 231/2002 and to obtain immediately the supplementary expenses as stated in the Decree, without any formal notice.

If the buyer fails to pay in the time and in the amount agreed with the seller, the buyer couldn't take advance of the acceleration clause and the seller have the right to obtain immediately the fully due payment.

4) Delivery Terms

The delivery terms are ex-works unless other written agreements are made.

The delivery terms are the ones indicated by the supplier on the order confirmation.

The delivery dates must be considered as an approximate estimation and are not binding for the supplier. Partial deliveries are permitted.

If delivery date is not respected, this does not give the buyer the right to ask for reimbursement or to end contract, unless the buyer can prove that the delay is unacceptable for the final use of the purchased material.

The delivery date is considered to have been respected from the moment that the supplier informs the buyer that material is ready for collection.

Failure on the part of the buyer to collect the material within ten days of receiving notice that the material is ready, will give the seller the right to invoice at the agreed price increased by the costs incurred for storage, insurance and custody of the material.

The suppliers obligation of delivery is considered fulfilled once the material has been handed to the forwarder. The supplier may not be considered responsible for the failure, delay or irregularity in delivery of material to the buyer. Even if material is sold on carriage free terms, it always travels at complete risk of the buyer.

The buyer is not entitled to claim damages due to events of force majeure which include all circumstances which might prevent, reduce or delay manufacture or dispatch of material. Events of force majeure include strikes, as indicated in Law Decree 1256 cc.

5) Warranty

The seller guarantees to the buyer that the quality of the material is conform to the standard characteristics.

Obvious defects and non conformities of material need to be notified to the seller in writing within eight days from the delivery.

It is therefore responsibility of the buyer to check the material at receipt.

Any hidden faults must be notified within thirty days of being found.

If the faults persist, the seller's warranty will cover the substitution of the material which cannot be used due to defects, as long as this material is returned to the seller.

The seller will have no obligation of reimbursement for damages or lost profits that are the consequence of the use of the material.

The processing and use of the goods are undertaken solely at the buyer's risk, and following any such processing or use, the buyer shall no longer be entitled to claim any non-compliance with the warranty described above. The buyer must determine independently the suitability of the material for any intended purpose and its manner of use.

The seller does not guarantee the suitability of the material for the intended use, even if this use is known to the seller.

The seller does not give any guarantee with reference to the denomination and description with which the material is sold, or with reference to the technical indications or suggestions given.

The seller does not give any guarantee for defects of material which is supplied by the buyer for manufacturing.

6) Packaging

The seller gives the packaging to the buyer, who has the obligation of removing any reference to the previous owner and who shall not be entitled to use such packaging for any purposes which differ from the original ones.

If packaging is supplied by the buyer, the choice and quality of the same is on the buyer's account. The buyer is compelled to supply packaging which is conform to the regulations in force.

7) Product information and characteristics

The description and technical data of products which are indicated in sales quotations, newsletters, price lists etc. are approximate and therefore not binding for the seller.

The seller is only committed to the conditions specified in the sales contract (order, order confirmation, order confirmation acceptance, etc.).

8) Order variations

Any changes to the contract agreements, especially regarding prices, quality, delivery terms, payment terms, will have no validity if not supported by a written agreement.

9) Sales agents

Agents, sales representatives, brokers and any person in charge of sales transactions do not have the right to represent the seller, who acquires obligations only through agreements of its own provenience, undersigned by the legal representative.

10) Law and Jurisdiction

These general conditions of sale and any related contract shall be governed and interpreted according to the Italian law.

All disputes arising between the parties to this contract shall be submitted to the court of Brescia and shall be considered mandatory also in case of payments by bank acceptance or bill of exchange, voucher to warranty or involvement in connected actions.

11) Invalidation e renounce

If one of the present conditions of sale is deemed to be invalid and ineffective, The total or partial invalidity of any provision of the present General Conditions of Sale shall not affect the validity of the other provisions.

Any right set out in the present General Conditions of Sale could be fully renounced expressly (and exclusively) in written form.

Buyer (stamp and signature)_____

Si approvano espressamente ai fini di cui all'art. 1341 cc le previsioni di cui ai n. 2,3,4,5,10,11 che l'acquirente dichiara di avere attentamente letto e compreso

Buyer (stamp and signature)_____