

GENERAL SALES CONDITIONS

These Terms and Conditions shall be deemed as essential and integral part of any LARIUS supply (hereinafter also the "Company") starting from today, even if not mentioned in the individual order, and until to otherwise provide, and replace any condition previously imposed by the Company or by the Buyer (hereinafter also "Customer").

1. Scope of supply

1.1 The supply consists of the material and quantities specified in our order confirmation.

1.2. The information contained in our catalogs, websites, photographs, and generally in all our documents, should be intended as a demonstration and not binding, as only the information enclosed within the order confirmations and countersigned by the Company shall be considered as such.

1.3. Ownership of illustrations, technical information of the supplied goods remains exclusively in the hands of the Company, without the possibility of dissemination or copying.

2. Order procedure

2.1 Orders must be received in writing (also by subscribing to our order confirmation) and must be provided with all the necessary information for a proper performance of the supply;

2.2 LARIUS is released from all liabilities related to the accuracy of the information received for the purposes of the order.

3. Prices and offers

3.1 The products price is defined in the order confirmation of the Company, excluding VAT and other taxes, unless indicated otherwise;

3.2 The goods price is considered ex works LARIUS, unless otherwise stated in writing.

4. Order confirmation

4.1 If the LARIUS order confirmation were to be different, in its individual elements, compared to previous agreements or to the received order, the customer is required to contest this in writing within 5 days from receipt; otherwise it shall be considered accepted as per this edited version.

5. Delivery

5.1. The delivery dates shown in the LARIUS order confirmation are approximate and not binding;

5.2. Therefore, any delay will not be considered sufficient ground to terminate this contract for failure of the order in progress;

5.3. In no event shall the Company be liable for damages or penalties related to delays, since the parties agreed to consider the order confirmation terms as not binding;

5.4. Nevertheless, the Company will do all the necessary to avoid delays related to confirmed delivery dates;

6. Delivery Method

6.1 The product delivery shall be agreed as ex works LARIUS, destination specified by the customer in the order confirmation, unless otherwise agreed in writing;

6.2 Failure to collect and / or refusal of delivery exempt LARIUS from any responsibility related to the product detention, without any obligation of notice.

7 Product quality

7.1 LARIUS guarantees that the supplied goods, under the terms set out in the order confirmation, are of such quality meeting the indicated features in their data sheets and comply with the requirements in force in Italy for each product; free from faults or defects that make them unsuitable for the purpose for which they were made and which are normally intended to be, or to considerably impair their value. LARIUS assumes no responsibility for the maintenance of product quality provided that the same has been manipulated and / or transformed by the buyer and / or not stored / maintained according the normal knowledge of use.

8 Disputes

8.1 Claims for shortage or damages apparent from exterior examination of goods must be expedited, from the Buyer to the Company, within 5 days of receipt or risk forfeiture.

8.2 Hidden defects, subsequently emerged, must be reported within the same period of time;

8.3 In the event of a dispute, the Buyer must refrain from using the product, which should be properly preserved in order to allow the necessary checks and pending notices by the Company.

9. Guarantees

9.1 To the extent of any provision of these terms and conditions and of a prompt complaint, LARIUS is committed to remedying any defect of the contract products, that is a result of a material or workmanship error, for a period of 30 days from the delivery date of each single product;

9.2 The existence of defects does not lead to the termination of the contract, neither to the Buyer's right of demanding any compensation amount of money, but only to the right of replacing the defective product. In the latter case, the replaced product will return to the Company property;

9.3 With this regards, it is expressly agreed that the Buyer shall not be able to raise any further claims against the Seller for any reason or cause, and in particular for damage and loss of earnings;

9.4 Excluded from this warranty are defects caused by normal wear and tear of the contract goods or those coming from improper use of the goods;

9.5 Items reported as defective must be returned to LARIUS freight prepaid, accompanied by a regular delivery note, giving details of the LARIUS sale invoice.

9.6 The guarantee referred to in this Article shall not include in any case transport costs, delivery and possible transfers from the LARIUS staff;

9.7 In no event shall any dispute of the material entitle the Buyer to withhold or delay in full or part the payment according to the agreed terms.

9.8 LARIUS does not recognize the warranty for parts in direct contact with the product, unless they're checked and approved by LARIUS

10. Payment

10.1 The payment terms and conditions are those reported in the order confirmation;

10.2 The payment delay, even partial, of LARIUS invoices beyond the stipulated deadline will result in a charge, without formal notice, of interests according the Legislative Decree 231/2002;

10.3 It is understood that the non-payment or delayed payment of even a single bill will invoke the acceleration clause for all the issued invoices, so that the corresponding amounts will be considered immediately due and payable;

10.4 In such cases, LARIUS shall be also entitled to consider temporarily suspended or permanently terminated the contract, not carrying any evasion of orders, and the Buyer cannot lay any claims of remuneration, compensation or otherwise, for any reason or cause;

11. Retention of Title

11.1 In the event that payment, for contractual arrangements, should be made in whole or in part, after delivery, the delivered products shall remain on LARIUS property until full payment of the price is done, meaning the sale with retention of title pursuant to art. 1523 of the Civil Code

12. Exclusive jurisdiction and final clause

12.1 Any dispute concerning the execution or validity of this contract shall be exclusively dealt by the Court of LECCO;

12.2. No addition, change, or waiver to the present general conditions shall be considered valid unless approved in writing by the parties.