

CONTRACTUAL RULES - These General Conditions of Sale, unless changes or exceptions agreed in writing, govern all the sale contracts completed between the Seller and the Buyer. Any offers, transactions, credits and / or rebates granted by agents or other intermediaries will not be binding unless accepted in writing by the Seller and in any case limited to the contract to which they refer.

OBJECT OF THE SUPPLY - The supply includes only what is indicated in the Seller's order confirmation. The text of the order confirmation prevails, in any case, over the text that may differ from the offer or order, and cancels and replaces any agreements or negotiations that are not indicated in the confirmation itself. Partial execution of the order without prior confirmation does not imply approval for the entire order, but partial approval for the goods delivered.

MATERIAL FEATURES - The informations and datas on catalogues or flyers, as well as the characteristics of the samples and collection of Cotto Petrus S.r.l. are always approximate and it is therefore the Seller's right to make those variations to the products, without changing their essential characteristics, which were deemed necessary or appropriate without prior notice. The shades of the sampled colors are only indicative and not binding, as well as the possibility of repeating previously provided shades which, therefore, do not represent a commitment for the Seller and a reason for complaint for the Buyer. Except for specific requests to be agreed before the order confirmation, the Seller does not guarantee that the order of the single item will be fully processed with the same production batch.

ORDERS - They are always binding and irrevocable for the Buyer: the Seller will be bound only after written confirmation. It is understood, however, that each order is made with the complete acceptance by the Purchaser of all these General Conditions. When ordering, only items of current production must be contemplated: those materials for which the Seller, depending on internal or market needs, has deemed it appropriate to suspend production, will not be confirmed. Each order must be sent in writing, even if, for reasons of urgency, it should be preceded by telephone communication.

DELIVERY TIME - The delivery terms start from the date of the order confirmation and, unless otherwise agreed in writing, are purely indicative and not essential. Eventual delays in deliveries, interruptions, total or partial suspensions of supplies will not give the Purchaser any right to compensation, any exception removed.

DELIVERY AND TRANSPORT - Unless otherwise agreed, the sale is understood to be EX FACTORY Cotto Petrus S.r.l. and this also when it is agreed that the shipment or part of it will be handled by the Seller. For all legal purposes, the place of delivery of the goods is that in which the supply is made available to the buyer or upon delivery to the Carrier. In any case, whatever yield agreed upon, the goods always travel at the risk and peril of the Buyer and any liability of the Seller ends, at the latest, with the delivery to the Carrier, against which the Buyer must protrude any complaints relating to shortages or breakages. At the time of the order, the Buyer is required to specify detailed instructions of transport: the Seller will ship the goods by the means deemed most appropriate if there are no prior indications in this regard, without this being a reason for the Buyer to complain.

INSURANCE - If requested it is always paid by the buyer.

PACKAGING - Unless otherwise agreed in writing, the packaging will always be in cartons: after delivery to the Buyer or to the Carrier without complaints or reservations, all Seller's liability ceases. **Packaging costs (Euro-pallets and any reinforcing) shall be charged as established at the time of the sale.**

WARRANTY - The Seller guarantees the quality of what is supplied in accordance with the preferences requested by the Buyer. In particular, the guarantee recognized by the Seller relates to first choice products with a tolerance of 5%. The goods in a different choice from the first (second, third choice, stock, occasional lots, etc.), are always intended as "seen and liked". The Buyer is obliged to check the goods in terms of quality and quantity within a short time of delivery. If the Buyer resells the goods to subjects who qualify as Consumers, the right pursuant to art. 131 of the Consumer Code is excluded after one year of delivery by the Seller.

COMPLAINTS - Any disputes must be sent by registered mail at the Seller's legal office, in accordance with the law. The installation of the material causes the forfeiture of any action due to defects, meaning an implicit waiver of the guarantee pursuant to art. 1490 of the Italian Civil Code. In any case, the guarantee only includes the replacement of only defective parts or repair, with the exclusion of any further and different obligation, including compensation. The presence of defective tiles does not affect the quality of the entire supply nor does it involve the obligation of full replacement.

SOLVE ET REPETE - Any disputes on the material do not entitle the Purchaser to suspend or delay payments in whole or in part, within the agreed terms, of the goods subject of the dispute, let alone other supplies.

PRICES - They are always referred to the price list in force at the time of the Seller's confirmation. Unless otherwise agreed in writing, they are always net and related to ex-works goods, therefore not including other charges and expenses, which will always be borne by the Buyer.

PENALTY FOR ORDERS CANCELLATION - In the event of cancellation by the Buyer of a confirmed order ready for loading, the Seller has the right to charge a penalty equal to 20% of the value of the material.

PAYMENTS - Payments must be made as indicated in the order confirmation: for all intents and purposes, the place of payment remains fixed at the headquarters of Cotto Petrus S.r.l. even if completed by authorized personnel, direct remittance, authorized draft, bank receipts or bills of exchange. In the event of delayed or missing-payment, even partial, as well as in the case of a change in the Buyer's financial conditions, the Seller will be entitled to request the interest at the current commercial rate, as well as to interrupt the execution of supplies in progress and / o terminate in whole or in part any contract in progress, without the Buyer being able to claim direct and / or indirect compensation of any kind.

RESERVATION OF TITLE-OWNERSHIP - In the event that the payment, by contractual agreements, must be made in whole or in part after delivery, the delivered goods remain of property of Cotto Petrus S.r.l. until full payment has been completed.

APPLICABLE LAW - COMPETENT COURT - The contract is governed by Italian law. The definition of any controversy deriving, dependent or consequent from the sales contracts with Cotto Petrus Srl, even if referable to business dealt with by its employees or appointed outside of its headquarters, is subject to the jurisdiction of the Italian State and of the competent Court of Reggio Emilia.