

GENERAL TERMS OF SALE

Here below the abbreviation RP will be used to indicate:
Raccord Plast srl – via Tolomeo 2 e 3 – 20016 Pero MI – Italy

- 1) **VALIDITY:** These general sale terms are valid for all the supplies from RP to the Customer, either for RP products or for reselling products. These conditions are valid even if no specific reference is made to them, unless written confirmed derogations.
- 2) **PRICES:** Prices are in Euro, taxes not included, ex works RP, and are those valid at the moment of the order. If the customer requires the postponement of the date of delivery, prices will be those valid at the delivery. Standard packing is included in the prices.
- 3) **MINIMUM INVOICING:** Only orders with minimum amount of € 155,00 will be accepted.
- 4) **DELIVERY:** Unless different written agreement, the deliver is ex RP warehouse in Pero (MI). In any case the goods travel at Customer's risk. The goods will be insured only on request and at Customer's expense.
Unless specifically requested by the Customer, the shipment will be made using the transport means RP deems most suitable.
- 5) **DELIVERY TIME:** Unless different written agreement, the delivery terms RP confirms in its offers and order confirmations are not binding; they are merely indicative and approximate. Such delivery terms show the presumptive time to place the goods at customer's disposal in RP warehouse and run from the effective conclusion of the contract (date of the order confirmation RP has sent). No request of indemnity will be admitted for delayed delivery and no cancellation of the order will be accepted after the production has started.
- 6) **PAYMENT:** The payment is fixed in the way and the time the contract shows. In case of late payments, an interest at the current discount rate in Italy will be charged.
- 7) **PROPERTY RESERVATIONS:** The supplied goods remain property of RP until full payment has been made.
- 8) **CONTROL OF SUPPLIED GOODS:** The Customer must check the conditions and quality of the received goods and communicate in writing eventual complaints. Without any written communication the goods will be considered as accepted.
- 9) **TECHNICAL DOCUMENTATION:** The updated technical documentation, user's manuals and precautions for use about RP products and reselling products are always available upon request and must be known by the Customer. All the technical documents, printed or on internet site, are subject, without notice, to the modifications that RP will consider necessary consequently the technical progress or the change of laws and norms.

10) **GUARANTEE:** RP guarantees that the supplied goods are conforming to the promised characteristics and of good quality within the limits of the present techniques' state. The guarantee includes repairing or replacement of the defective piece ex RP factory.

The guarantee is no more valid where:

- 12 months have passed from the date of delivery;
- the damage is caused by natural consumption, external causes, inadequate storage;
- the material has been used beyond the prescribed working conditions;
- the material has been installed without following the in force norms;
- inadequate interventions have been carried on;
- the material has been modified.

For the reselling products the guarantee is granted directly by the producer.

11) **RESPONSIBILITY LIMITATIONS:** RP responsibility is limited by the guarantee obligations of point 10.

With the exception of what is foreseen in Italian DPR 224 dated 24/05/1988, any obligation to indemnify the Customer or thirds is in any case excluded in case of direct or indirect damages caused by the use of the supplied goods or in case of lack of incomes related to the same goods.

In case of accident in which RP products are involved, any action, except the strictly immediate ones in order to face a possible emergency, must be agreed with RP. The possible accident must be reported to RP as soon as possible, in any case within one week, otherwise no warranty will be granted.

12) **RETURNED GOODS:** All returned goods must be previously authorized by RP.

RP will accept only returned goods with no transport charge, possibly in original packages, in perfect conditions to be possible to sell again. The cost to process the order and to move the goods will be charge.

13) **CONTROVERSIES:** The contract relationship between RP and the Customer is regulated by the Italian law. Any controversy impossible to solve in a friendly way will be settled by the Court of Milano. In case of not fulfilment on behalf of the Customer, RP will have the faculty to convene the Customer also in front of the jurisdiction where the latter has its domicile.