

1. The acceptance of the Seller's quotation or order confirmation or the Supply Agreement by the Buyer, even when this involves the mere supply or supply with installation (whether or not regulated by a Subcontract), implies the application of these general terms and conditions of sale. They may only be waived in writing by the Parties and, even in that case, the remaining non-waived clauses will remain effective under these general terms and conditions of sale.
2. Any contractual terms and conditions of the Buyer will not be applied unless expressly accepted in writing by the Seller.
3. Any amendments to the supply agreement, proposed by the Buyer, will involve an amendment to the agreement only if they are accepted in writing by the Seller.
4. Where the Buyer proposes terms and conditions other than those proposed by the Seller, and the Seller starts to execute the supply accordingly without providing specific written acceptance of the Buyer's proposed terms and conditions, this does not imply acceptance of the Buyer's terms.
5. Natural stone is unique in that it differs from other products in terms of colour variations and veining. The Buyer acknowledges that any changes in composition or nature are perfectly compatible with the morphology of the Products in question. Such differences are distinctive features of natural stone quality value and iconographic prestige.
6. Unless otherwise specified, prices are quoted Ex Works, exclusive of VAT and packaging.
7. The goods are delivered ex works even if sold Carriage Paid. The goods are considered delivered at the Seller's premises in Carpenedolo and recognised and accepted, quantitatively and qualitatively, therein by the Buyer.
8. After the validity period of the quotation, the Seller reserves the right to change the prices of the Products according to the trend of the main cost items as quoted on official markets, based on the internal production and organisational requirements and the general situation of domestic and international markets.
9. Unless otherwise specified, the quotation is valid for 30 days.
10. The values and quantities quoted may be changed as a result of modifications at the final design stages and any subsequent changes.
11. Any protective treatments and anything else not explicitly mentioned in the quotation are understood to be excluded from the prices.
12. The prices per square metre for irregular elements are calculated on the maximum rectangular size.
13. Stone artefacts require adjustments and tweaks during installation, due to the inability to perform millimetre measurements on masonry works which are rather uneven. This types of intervention are performed by the fitter and/or by the manufacturer and are charged to the customer. Nothing may be charged to the Seller.
14. The price of the Goods and any other sum due for any reason to the Seller are understood to be net at the domicile of the Seller.
15. The place of payment of the invoiced price by the Buyer is at the domicile of the Seller.
16. The Buyer is required to make the payments on the exact agreed due dates.
17. Unless otherwise specified, 100% (one hundred per cent) of the payment is due when placing the order.
18. Any failure to comply with the payment terms and conditions relieves the Seller from any delivery liability, even in relation to Products other than those to which that non-compliance refers, and entitles the Seller to demand early collection of the entire sum due, provided that the Seller does not opt for interrupting the supply or terminating the Contract, and withhold the sums paid up until then by the Buyer by way of penalty and subject to claim compensation for further damage suffered.
19. The Buyer authorises the Seller to issue payment instruments at the agreed dates. The costs of issuing payment instruments are borne by the Buyer. Payments made through banks are considered to be made on the date of actual crediting of the Seller's bank account, subject to the liability on the part of the Buyer for any delay in crediting the amounts due compared to the set payment term.
20. In the case of non-payment or delayed payment, in whole or in part, the Buyer loses the benefit of the delivery term and the Seller is entitled to suspend the deliveries still to be made.
21. In the event of delayed payment, default interest will be applied as provided by Italian Legislative Decree no. 231/2002.
22. The payment delays referred to above will also involve the exclusion of any warranty granted by the Seller until the overdue payments are properly made.
23. The Buyer may not invoke any breach of contract on the part of the Seller unless the Buyer is up to date with the payments.
24. In all cases of a change in the Buyer's business situation (such as inability, bankruptcy, protested bills, payment suspensions, and changes in the business style), the Seller is entitled wither to cancel the supply as is or demand guarantees from the Buyer.
25. The goods are understood to be supplied with "retention of title" until the full balance has been paid.
26. In the case of deferred payments, the delivered and/or installed Goods remain under the ownership of the Seller until full payment of the whole price has been made. The Buyer undertakes to do everything necessary to give effect to the retention of title, in the form most favourable to the Seller; it also undertakes to collaborate with the Seller to the extent necessary to protect the Seller's right of ownership.
27. The order is binding for the Buyer, and it will also be binding for the Seller provided it is confirmed by specific acknowledgement.
28. Unless otherwise agreed, the Goods are supplied ex works. This term also applies when it is agreed that the shipment is provided, directly or indirectly, by the Seller and not only when the shipment is provided by the Buyer.
29. The Goods travel at the risk and danger of the Buyer and are deemed as delivered or supplied when they are handed over to the carrier (the Seller, Buyer or a carrier designated by either of them). The Buyer is responsible for the transportation of the Products by taking out an appropriate insurance policy to cover the risk of damage, destruction or loss of the economic value of the stone during transport.
30. The Seller does not guarantee delivery by a set date. Delivery terms are merely indicative and the Seller is relieved of any liability for delays.
31. The risks of delivery or supply pass on to the Buyer. Therefore, the Seller is not liable for loss or damage to the Products following the transfer of risks. It is understood that the Buyer is not relieved in any case of the obligation to pay the agreed price, wherever the Goods are missing or damaged after the transfer of risks.
32. The delivery of the Goods to the Buyer shall take place within the agreed times, which can be derogated by mutual agreement by the Parties. The calculation of days only takes account of working days.
33. The aforementioned term is understood to be adequately extended by law due to the occurrence of events beyond the Seller's control.

34. The delivery date will be automatically extended by a period of time equal to the delay of the Buyer in paying the portion of the price that may be requested as down payment.
35. Where the Buyer requests changes to the Products, after the order, the delivery term will be automatically extended by the period reasonably necessary for the Seller to change its job order.
36. The delivery term is extended where the Seller is not in the condition of guaranteeing the Buyer the supply of Goods free from defects or faults or of the agreed quality.
37. The delivery term will be extended for a period equal to that of the duration of the impediment, upon the occurrence of causes going beyond the Parties' control, such as strikes of any nature, fire, floods, power failures, deficiencies and shortages due to sudden variations in raw materials, faults and accidents at the Seller's production plants, and other impediments beyond the Parties' control, which make it temporarily impossible or onerous to deliver the goods.
38. The Buyer shall collect the Goods, even in the case of partial deliveries and even when the Goods are delivered before the set delivery date or after that date.
39. If the Buyer does not promptly accept delivery of the Products, for reasons not attributable to the Seller, the Buyer will bear all costs that may arise therefrom and any sum due for any reason to the Seller will become immediately collectible. By way of example, the Seller may store the Goods at the Buyer's risk, danger and cost.
40. Where the goods are stored for more than a month after the delivery date, they will be invoiced to the Seller ex works.
41. The various types of stone, their sizes, colours, surface texture, as well as all other data quoted in the catalogues, advertisements, illustrations and price lists are merely indicative and not binding for the Parties, except to the extent that it is expressly provided in the supply agreement.
42. The sale of stone can be done on agreed samples. The samples that the Seller present are only for reference to give an idea of the type of material, texture and surface finish. Irregular colour, veining, degree of gloss and other features related to the sold Products compared to the agreed samples shall not entail termination of the Supply Agreement by the Buyer.
43. The dimensions (thickness, width, length) of the sold Product may differ from what is ordered within the tolerance set out in the relevant EN European standards.
44. If the supply includes installation by the manufacturer, this will include, unless otherwise specified, the unloading from lorry by crane or forklift and deposit of goods close to the installation area and their handling, the supply of water and electricity, manpower, consumable materials and landfill disposal.
45. If the supply include installation, the admitted horizontal and vertical alignment tolerances are as follows: ± 3 mm on substrates every 4 metres horizontally and ± 2 mm on the walls every 3 metres vertically. The prices quoted are therefore subject to change if the above tolerances are not complied with.
46. The Seller undertakes to deliver the Products free from defects and faults that render the Goods unfit for the intended use that the Buyer had declared to the Seller.
47. The Buyer shall report, under penalty of forfeiture, any apparent and/or hidden defects and faults that the Buyer has discovered or could have discovered during a detailed inspection of the Product, within the mandatory term of 8 (eight) days of delivery, by way of recorded delivery letter with return receipt, specifically and analytically noting the complaints in relation to the Goods received. In no case may the aforementioned report be validly made after the deadline set out above or where the Goods have already been installed.
48. The warranty is also voided if the Buyer does not allow the Seller to inspect the goods as it has reasonably requested or if, with the Seller having made the request for return of the entire supply of Goods or only the defective portion, the Buyer fails to return the defective Product(s) within the mandatory deadline of 8 (eight) days of the written request sent to the Buyer by the Seller.
49. Following the complaint made by the Buyer in accordance with the previous paragraph, the Seller shall fulfil its obligation under the warranty by providing repairs and/or the replacement of the Products or part of the Products affected by defects or faults.
50. Subject to wilful misconduct or gross negligence on the part of the Seller, any compensation for damages to the Buyer shall in no case exceed the value of the defect and/or fault claimed.
51. Where the goods are replaced, the Seller is only required to replace them at no additional cost.
52. The warranty set out herein supersedes any warranty or liability provided by law and excludes any other liability on the part of the Seller, however originating from the supplied Goods. In particular, the Buyer may not raise other claims for compensation for damages, reduction of price or termination of the Supply Agreement.
53. For any disputes arising out of or in connection with the Supply Agreement the Court of Brescia has sole jurisdiction. Sales made to non-Italian firms are governed by the Italian law.
54. The personal data provided by the Buyer may be used by the Seller for sending communications containing technical information and commercial offers, questionnaires for statistical purposes, invitations to trade shows or promotional events.
55. The Buyer agrees that the design and photographic documents of the supplies and/or works supplied and installed may be used by the Seller for technical, educational and commercial purposes, and for paper publications and on the web, in catalogues, magazines and advertising.
56. Any partial invalidity of a clause will not entail the invalidity of the entire clause nor the total invalidity of a clause will not involve the invalidity of the entire Supply Agreement.
57. These general terms and conditions of sale are absolutely not understood to be clauses of mere style. They are effective and are a faithful representation of the will of the contractual Parties.