



CANTONI & C. S.p.A.

Sede amministrativa/operativa: Via Roma 9, 20010 Boffalora s/Ticino (MI)

Sede operativa: Via C. Gavazzi 100, 20010 Marcallo c/Casone (MI)

Sede Legale: Viale Abruzzi 72, 20131 Milano (IT)

Cap. Soc. € 310.200 i.v - PIVA/C.F./Reg. Imp. Milano n° 00694490152



GENERAL SALES TERMS AND CONDITIONS

1. Orders

All orders shall be deemed to be taken subject to the final approval of CANTONI & C. S.P.A. and are subject to these general terms and conditions, which shall be deemed known and fully accepted by the Customer/Purchaser, who may either sign the offer submitted by the Cantoni Company for acceptance or issue the purchase order corresponding to said offer.

Any amendments or additions to orders shall be agreed in writing.

2. Delivery terms

Delivery terms are approximate and, if expressed in days or weeks, refer only to working days, excluding holidays and company closures of CANTONI & C. S.P.A., even if unforeseen or due to force majeure (e.g. wars, strikes, fires, natural disasters, earthquakes).

Furthermore, CANTONI & C. S.P.A. may delay supplies if it is impossible to produce or supply the goods or because of plant breakdowns or hindrances due to import regulations or abnormal market conditions.

3. Prices

Prices refer to the price list in force at the time of the order, excluding VAT, ex works CANTONI & C. S.P.A. in Marcallo con Casone/Boffalora sopra Ticino (Milan).

4. Deliveries, Transport and Verification by the Customer

The goods travel at the Customer's own risk and responsibility, even if shipped by CANTONI & C. S.P.A. and carriage paid.

Any costs for stocks, non-pick-ups and returns shall be borne exclusively by the Customer.

Upon delivery of the goods, the Customer is required to check their condition, to point out in writing to the carrier any mishandling/damage or discrepancy with respect to what was ordered and/or indicated on the delivery documents, to send to CANTONI & C. S.P.A., within eight days, the consequent analytical written communication.

Expenses and/or customs duties, transport costs and any damage that may occur during transport, as well as special packaging (e.g. containers for shipment by sea, lashing straps, etc.) shall be borne exclusively by the Customer.

5. Import and export

The Customer/Purchaser shall immediately provide CANTONI & C. S.P.A. with all data, information and documents necessary for compliance with the regulations on the control of exports and imports to any foreign country, including regulations on sanctions lists and embargoes, to the products or inner components of the products and/or services, by way of example the regulations of the European Union (e.g. EC Regulation on dual-use products).

The products and/or services provided may be subject to export or re-export restrictions, e.g. according to the regulations of the United States of America or the European Union.

The customer is obliged to comply with these rules in the event of resale and to obtain the necessary authorisations at his own expense and responsibility.

CANTONI & C. S.P.A. shall not be bound by any delivery and/or performance obligation if delivery and/or performance are permanently or temporarily hindered by impediments arising from national and international regulations, in particular export control regulations, embargoes or other restrictions, or if any permit is refused or revoked for reasons not attributable to CANTONI & C. S.P.A. In such cases, the Customer/Purchaser is not entitled to make any claim for reimbursement or compensation, however named, or to invoke any right whatsoever against CANTONI & C. S.P.A..

In the event of any breach of the obligations set forth in this article, the Customer/Purchaser shall indemnify CANTONI & C. S.P.A. all damages and expenses that the latter has borne as a consequence and directly indemnify the claims of related third parties.

6. Right of Withdrawal

The customer/buyer may not withdraw from the contract and is not entitled to a refund of any advance payments if he/she cancels the order.

CANTONI & C. S.P.A. has the right to withdraw from the contract and, in case of withdrawal, it shall be obliged to return to the Customer any amount collected, excluding any other refund, indemnity and/or amount by way of compensation however named.



AZIENDA CERTIFICATA ISO 9001:2015 e UNI EN ISO 14001:2015



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7. Payments

The customer/buyer is required to make payments within the terms specified in the offer or in the order confirmation (stated on the invoice).

Under no circumstances may the Customer/Purchaser delay or suspend payments, even if he has raised any objections whatsoever.

CANTONI & C. S.P.A. in the event of overdue payments, may suspend the execution of all orders of the customer/buyer until the pending amounts have been settled.

8. Warranty

The warranty period is twelve months from the day of the communication of the goods readiness by CANTONI & C. S.P.A.

The warranty shall be effective only if the terms and conditions specified in the "User and maintenance manuals" are fully complied with.

Any unauthorised interventions and the installation and/or use of non-original parts shall determine the immediate forfeiture and ineffectiveness of the warranty.

CANTONI & C. S.P.A. shall not be liable for any accident and/or damage to persons and/or things deriving from improper use, from alterations to the products and/or services, from lack of maintenance and repairs, from behaviour that differs from what is foreseen in the instructions for maintenance and use. It is the sole responsibility of the Customer/Purchaser to answer for any claims against any damaged parties, releasing CANTONI & C. S.P.A from liability.

9. Complaints

Under penalty of forfeiture, all complaints must be communicated in writing within eight days from goods receipt, specifying the chassis/structure number.

If the complaint is justified, CANTONI & C. S.P.A. shall be bound to replace or repair the goods, without any refund, compensation or indemnity however named. The customer/purchaser is not entitled to make any return without prior written authorisation from the Cantoni Company.

10. Applicable law, Arbitration Clause and Place of Jurisdiction

The contract resulting from the order shall be subject to Italian law.

Any controversy concerning the stipulation, interpretation, validity, execution and termination of the same contract shall be resolved by ritual arbitration, in accordance with the Rules of the Chamber of Arbitration of the Chamber of Commerce of Milan, by an arbitrator appointed in accordance with said Rules. The arbitrator shall decide according to law. Place of arbitration shall be Milan.

In the event of a dispute that cannot be referred to arbitration, the Court of Milan shall have exclusive jurisdiction.

11. Final clauses

Any communication that is not of a purely operational nature shall be made in writing, to the e-mail addresses specified in the offer or order confirmation.

The Parties undertake to treat as confidential and reserved all information of a technical, commercial, economic and financial nature, as well as all documents received from the other Party that come to their knowledge for the stipulation and execution of the contract.

The Parties undertake to use confidential information exclusively for the execution of the contract.

The data of each Party shall be subject to the relevant treatment (manual, electronic and computerised) in accordance with the regulations in force.

12. Certificates

CANTONI & C. S.P.A. is UNI EN ISO 9001:2015 and UNI EN ISO 14001:2015 certified and respects the Quality and Environmental principles contained therein.

Read, confirmed and signed.

Boffalora sopra Ticino, _____
Signature _____

For specific approval ex art. 1341 c.c. of the above clauses no. 1. Orders, 2. Delivery Terms, 3. Prices, 4. Deliveries, Transport and Verification by the Customer, 5. Import and Export, 6. Right of Withdrawal, 7. Payments, 8. Warranty, 9. Complaints, 10. Applicable law, Arbitration Clause and Place of Jurisdiction, 11. Final Clauses, 12. Certificates

Boffalora sopra Ticino, _____
Signature _____



AZIENDA CERTIFICATA ISO 9001:2015 e UNI EN ISO 14001:2015