



GENERAL SALES CONDITIONS 2023 Edition

Art.1 SCOPE OF APPLICATION

The General Sales Conditions govern all current and future sales contracts (hereinafter also called “Contracts”) between Fiamma S.p.a. (hereinafter also called “Fiamma” or the “seller”) and the customers of Fiamma (hereinafter also called the “buyer”). However, no general conditions drawn up by the buyer can in any way be applied to the Contracts, even if not expressly rejected at the time of their receipt. The conditions of the seller are understood as accepted by the buyer after signing the order confirmation or, in any case, at the time of the conclusion of the contract.

Art. 2 – PRICES

The prices indicated in the order confirmation are valid for goods despatches made during the validity period of the current price list and do not in any way include installation costs unless otherwise agreed. The transport will be carried out according to the Incoterms stated in the order confirmation which will determine costs and responsibility.

Orders received during the validity of the current price list but confirmed with despatch outside this deadline will be processed with the prices valid at the time that shipment takes place, unless otherwise agreed between the parties.

Any samples, as well as promotional items, displays and any other type of merchandising material, will be charged according to the current price list, unless otherwise agreed between the parties. A leaflet presenting these items with their net prices can be downloaded from our website.

Fiamma S.p.a. however reserves the right to revise the prices of the items in the event of changes of commercial conditions, by notifying the customer with a modified order confirmation.

Art. 3 – ORDER MANAGEMENT AND SHIPMENTS

Orders for products and spare parts must be sent through Fiamma’s B2B order entry program. In case this is not possible, they can be sent by email to the address fiamma@fiamma.it . In this latter case, since the orders will need a manual management, the times for sending the relevant confirmation and processing the order may be significantly longer than for orders through the ordinary B2B procedure.

The items ordered must comply with the minimum quantities per package or pallet indicated on the current price list. In case of non respect the order will be confirmed considering the minimum indicated quantity.

Once confirmed, the order for products or spare parts may in no case be postponed or canceled by the buyer, unless an agreement is reached in writing between the parties.

Shipment of spare parts will be combined with that of products. Any separate shipment of spare parts will take place only upon request and agreed with Fiamma, in this case shipping charges and responsibility will be borne by the buyer.

Any outstanding orders remaining will be scheduled for despatch with a following shipment, delivery time will be modified accordingly and under the conditions indicated on the following order confirmations. In the event of request of anticipated or partial shipment of an order, Fiamma will proceed according to the CPT Incoterms 2020 condition, with the costs incurred being charged directly on the invoice. Any shipment with charges and responsibility borne by the buyer may possibly be agreed with Fiamma S.p.a.



Art. 4 – TERMS OF PAYMENT, TIME AND TERMS OF DELIVERY, EXPRESS TERMINATION CLAUSE

The terms of payment for the goods are indicated in the order confirmation.

The buyer must fully pay the agreed price and is not authorized under any circumstances to make any deductions, neither from the price itself, unless previously agreed in writing with the seller.

In the event of late payment, the buyer will be required to pay without need of formal notice the default interest in the essay provided by Art. 5 d.lgs. N. 231 of 9/10/2002, starting from the payment deadline indicated in the invoice. Fiamma reserves the right to make further charges to the buyer, including by way of protest or legal expenses.

No compensation is possible for credit reasons the buyer assumes to claim towards the seller with debts also assumed by the buyer towards the seller, unless expressly authorized in writing from Fiamma.

If the buyer's delay in payment with respect to the agreed date is more than 15 days, the contract is considered terminated by law through the sole declaration of Fiamma wishing to make use of this clause, consequently Fiamma will have the right to suspend despatch of goods (even in reference to different orders) until the buyer has provided for the overdue commitments.

The agreed delivery terms and times are indicated in the order confirmation.

Unless otherwise agreed and confirmed in writing, the delivery date is intended to be fixed in principle and not as a peremptory term. However, even after agreement of a peremptory date, in case of force majeure such as strikes, trade union unrest, bad weather of all kinds, transport interruptions, supply difficulties, accidents, road blocks or closed roads and any other cause not subject to the seller's control, Fiamma will be entitled to postpone the delivery times and terms.

Any delays caused by defects or production delays of the goods will be communicated as soon as possible, in any case not later than 5 (five) working days before the estimated shipment, and they will be scheduled with a new date and reconfirmed to the buyer.

All goods shipped at the seller's expenses are insured against theft and partial or complete loss. In order for the insurance to take effect, in the event of missing, or damaged packages it is necessary to affix the clause "goods accepted subject to inspection" followed by the reason or anomaly found, date and signature of the buyer and of the driver, whom a copy of the document thus modified will be given.

The buyer is in fact obliged to check the quality, quantity and type of the goods at the time of delivery and to write down all the shortcomings and defects found on the transport document and have them also signed by the driver in charge of transport.

Complaints must also be made known, under penalty of forfeiture, to Fiamma by registered letter (A / R) or by certified email not later than 8 (eight) days from the date of delivery of the goods, after which the buyer lapses from warranty right; a copy of the document and a photographic image of the problem must be attached to the letter of complaint; after this period it will no longer be possible to manage the anomaly and issue any refund credit.

The buyer may in no case delay, suspend or interrupt the payment of the goods sold without prior written authorization from the seller. The buyer is not allowed to propose any actions and raise objections regarding the contract and / or its execution in order to avoid or delay the agreed payment, but he is required to pay in full as agreed. Any right, even of repetition, of the buyer can be asserted against the seller only after such payment.



Art. 5 - GOODS RETURNS AND WARRANTY

Fiamma S.p.A. does not accept in any case unauthorized returns of goods. Each return request must be communicated by the buyer within 8 (eight) days from the date of receipt of the goods, as indicated in art. 4 above, in writing and authorized by the seller, who, again in writing, will notify the buyer of any conditions of return.

Authorized returns for goods under warranty will be credited or replaced free of charge. Product under warranty is meant any product that presents malfunctions and / or manufacturing defects. Products that show damage from wear, improper use or inexperience in use, assembly, storage will not be credited or replaced.

Authorized returns of goods for other reasons will be credited at the purchase price with a handling fee of 20% due to the expenses incurred by Fiamma S.p.A. for verification, re-packing and admin.

Returns of goods for repair will in no case be accepted.

For more information on the terms of the Warranty, please consult the website <https://www.fiamma.it>

The warranty includes the quality of the products supplied, but will never cover direct or indirect damages resulting from delivery delays (i.e. production stops). This also applies to error in quantities and / or product models, sizes and other wrong materials. Furthermore, the warranty does not cover damage resulting from transport, installation, processing, incorrect storage or caused by the buyer or his successors in title.

The seller is exonerated from any liability that involves willful misconduct or gross negligence. In the event of the seller's liability towards the buyer, however, the compensation for damage may not exceed the value of the goods.

Art. 6 - JURISDICTION

Any dispute relating to the interpretation, application, execution and validity of this sales contract and more generally relating to the relationship between the parties, will be devolved to the exclusive jurisdiction of the Court of Busto Arsizio.