

These general conditions apply to all sales contracts concluded by Cosmo Tecnologia s.r.l. (hereinafter "the Seller") and prevail over any previous agreement made in verbal or written form between the parties. Any purchase order addressed to Cosmo Tecnologia implies the acceptance, without reservation, of these general conditions, except in the case of express derogation granted by Cosmo Tecnologia and which will be issued in writing.

Cosmo Tecnologia s.r.l. (c.f. and p.i. 01668330937) in the person of the legal representative and with registered office in Via Lino Zanussi 16 in Brugnera (PN) produces and markets panels and semi-finished products (hereinafter "Products").

The supplies of The Seller's Products to the Buyer will be subject to the general conditions as described below.

1 Introductions and annexes

The premises and attachments form an integral part of these general conditions of sale.

2 Conclusion of the contract

2.1 The Contract is concluded at the time when the party who made the proposal has knowledge of the acceptance of the other party.

2.2 The proposal, acceptance, revocation and any other declaration addressed to a party are considered known at the time they arrive at the address of the addressee, if he does not prove that he has been, through no fault of his own, unable to have notice of it.

2.3 The procedure for forming the contract is of two types, depending on whether it begins with a request from the buyer or with a purchase order from the buyer. In the first case, the provisions of paragraph 2.3.1 below shall apply. In the second case, the provisions of paragraph 2.3.2 below shall apply.

2.3.1 If the procedure for the formation of the contract begins with a request from the buyer - to be qualified as a mere invitation to offer - Cosmo Tecnologia s.r.l. reserves the right to consider the request or to ignore it at its sole discretion. In the event that Cosmo Tecnologia s.r.l. intends to follow you up, it will send the Buyer a written offer within a reasonable period containing: (a) the details of the request made by the buyer to the seller; (b) a description of the products; (c) the prices of the products; (d) the terms of payment for the products; (e) the methods of delivery of the products according to the terms incoterms; (f) the delivery time of the products; (g) how the products are packaged; (h) the period of validity of the tender; (i) the manner in which the offer is accepted; (j) any other information that Cosmo Tecnologia s.r.l. deems useful or necessary.

The Buyer is free to accept the offer and if he accepts it, he will send To Cosmo Tecnologia s.r.l. a written purchase order within the term established in the acceptance.

2.3.2 If the process of forming the contract begins with a written purchase order of the buyer - to be qualified as a proposal - Cosmo Tecnologia s.r.l. will be free to consider such purchase order or to ignore it at its discretion. If you accept the order Cosmo Tecnologia s.r.l. will send the buyer within 7 working days, a written order confirmation that, if it is of content in accordance with that of the purchase order and will constitute acceptance and the contract will be considered concluded.

3 Products

3.1 The object of the sales governed by these general conditions are the products indicated in the catalog and / or price lists of Cosmo Tecnologia s.r.l. in force at the time of sending the purchase order by the buyer, or the products from time to time ordered by the buyer.

3.2 The sending of catalogs or price lists does not constitute a formal offer by Cosmo Tecnologia s.r.l. which remains free to modify the catalogs and / or price lists at any time and without prior notice. Any information or data on the characteristics and / or technical specifications of the products contained in catalogs or other illustrative material of Cosmo Tecnologia s.r.l., will be binding to assess the conformity of the products only to the extent that such data will then be recalled in the order confirmation or in the pro forma invoice.

3.3 Cosmo Tecnologia s.r.l. may make any changes to the products that may be necessary, without however alternating the essential characteristics, informing the buyer of such changes.

4. Orders and delivery of products

4.1 No purchase order for the products sent to Cosmo Tecnologia will be binding for the seller unless it has been expressly accepted in writing by the same.

4.2 The products will be supplied by Cosmo Tecnologia to the buyer within the term indicated in the purchase order, in the order confirmation or in the proforma invoice coming from Cosmo Tecnologia or in any other document coming from it.

4.3 Cosmo Tecnologia is not responsible for any loss, damage or damage to the products after delivery to the buyer and in no case may the buyer refuse to pay the price or suspend payment of the products.

4.4 The delivery of the products by Cosmo Tecnologia may be suspended in all cases of non-compliance with the term of payment of the products by the buyer.

4.5 Cosmo Tecnologia undertakes to deliver the products within the agreed term. This deadline will be extended in the event of the occurrence of causes not directly attributable to Cosmo Tecnologia, such as force majeure, epidemics and pandemics, problems in the supply of raw materials, blockades and detentions ordered by the authority. Of such eventualities will be given prompt written notice to the buyer.

5. Prices

5.1 Unless otherwise agreed, prices are intended for Products packed according to the uses of the sector in relation to the agreed means of transport, returned ex works, being understood that any other expense or burden will be borne by the Buyer.

5.2 Unless otherwise agreed in writing, payment must be made within and within the terms detailed in the order confirmation.

6. Return and transport

6.1 Unless otherwise agreed, the supply of the goods is ex works (Ex Works according to the Incoterms 2020 and subsequent amendments) thus also meaning the place where the obligation must be performed.

6.2 L. delivery terms are approximate in favor of Cosmo Tecnologia and never essential.

6.3 The buyer acknowledges that any delay in the delivery of the goods with respect to the date indicated, even if in an approximate way, can never give rise to compensable damage.

6.4 In any case, the delivery time is considered by right adequately extended if the Buyer does not promptly fulfill the contractual obligations and in particular:

- if payments are not made on time
- if it does not provide in good time the data necessary for the execution of the supply and does not give approval of the drawings and executive schemes where required
- if it requires variations, accepted at the time of execution of the order
- if it does not provide in good time any materials supplied by it.

The risk for the deterioration of the asset and any other risk related to the same will pass to the buyer from the moment of delivery of the same.

6.5 In any case, delivery is subject to the timely execution of agreed and already expired payments.

7 Payments and retention of title

7.1 Payments must be made in the manner agreed from time to time and indicated in the order confirmation issued by Cosmo Tecnologia s.r.l.

7.2 Until full payment of the price, the products sold remain the property of Cosmo Tecnologia s.r.l. which may at any time claim their return.

7.3 In case of non-payment, even partial, at the agreed deadlines, for the sole effect of non-payment and therefore without the need for formal notice and in application of current legislation:

- will start in favor of Cosmo Tecnologia from the date scheduled for payment and until the actual balance the default interest at the rate set by the combined provisions of articles 4 and 5.1 of Legislative Decree 231/2001 and subsequent amendments that will come into force to be understood here;
- Cosmo Tecnologia reserves the right to immediately discontinue any further supply even if related to other orders;
- the Buyer shall be deemed to have lapsed from the benefit of the term, with the consequent right for Cosmo Tecnologia s.r.l. to immediately request payment of the entire claim against him for all supplies made and not yet paid.

8 Product Warranties

8.1 Cosmo Tecnologia s.r.l. produces and markets panels and semi-finished products for furniture and is liable exclusively for defects detected on these panels subject to the order confirmation. It cannot in any way be held accountable for any other defect, especially if connected to errors in the assembly and use of the panels.

8.2 Cosmo Tecnologia s.r.l. guarantees the quality of the products and their exemption from defects. The warranty is limited to the specific product contained in the order confirmation, purchase invoice or offer. Cosmo Tecnologia does not provide any guarantee other than those referred to in these conditions on finished products and cannot be held responsible for any consequential damage.

8.3 The warranty in any case does not operate in the case of (by way of example and not exhaustive):

- failure to comply with the instructions for use or maintenance
- inappropriate use of the object of supply
- non-compliance with the technical standards in force
- defects and damages resulting from incorrect design provided by the customer

8.4 The warranty does not operate even if the product is made subject to manipulation (this means by way of example the integration of the product supplied by Cosmo Tecnologia to another).

8.5 If the product supplied by Cosmo Tecnologia s.r.l. is manufactured based on a project provided by the buyer, Cosmo Tecnologia can never be held responsible for any damage resulting from the incorrect design being the same supplied and processed directly by the buyer. It is understood that the responsibility of the product for what concerns the indication of the technical and safety requirements remains in charge of the buyer who carries out the executive design of the product itself.

8.6 The Buyer is obliged to check the correspondence of the products received with those ordered and to verify that they meet the agreed characteristics. The Buyer will be called upon to report any defect within a reasonable period that can never exceed one year from the delivery of the goods as regulated in point 6 of this contract.

8.7 In any case, the responsibility of Cosmo Tecnologia s.r.l. for the possible presence of defects or non-conformities will be limited to the obligation to replace in reasonable terms the products that will actually be defective and / or non-compliant or establish their disposal at its sole discretion in the manner and forms referred to in the following art. 8.9. It will never be held accountable for any further damage.

8.8 The complaint of defect must be accompanied by the simultaneous provision of the defective material with a specific indication of where it can be viewed.

8.9 In the event of ascertained presence of defects or non-conformities, Cosmo Tecnologia may at its sole discretion:

- withdraw the defective and non-compliant products and proceed with the replacement;
- establish that the same are disposed of independently by the Buyer with costs borne by Cosmo Tecnologia s.r.l. which will also replace them without delay. The costs of disposal must be submitted in advance and accepted to Cosmo Tecnologia under penalty of total loss of the right to reimbursement.

8.10 Any liability of Cosmo Tecnologia s.r.l. for damages or injuries resulting from any accident that may occur as a result of the use of the products is excluded.

8.11 By signing this agreement, the buyer waives the call of Cosmo Tecnologia s.r.l. in the face of any claim or legal action taken by its customers, unless otherwise agreed in writing to be stipulated separately. The right and the right of the buyer to assert his reasons deriving from this contract with the Italian judicial authority as provided for by the following art. 10.

9 Language and communications

9.1 These conditions are written in Italian and English. In case of interpretative discrepancies, the only version that will have to be considered is the Italian one.

10 Applicable law and jurisdiction

10.1 The Contract and the general conditions of sale are an integral part is governed by Italian law.

For any dispute between the parties relating to the conclusion of the contract, its interpretation, execution or termination, the jurisdiction belongs exclusively to the Italian court and the Court of Pordenone will be exclusively competent.