

general sales conditions

ORDERS:

All orders are intended as a reservation and they do not bind Zanardo s.p.a. to deliver, even partial of what has been ordered.

PRICES:

Prices are to be considered EX Work, EXW according to INCOTERMS 2010, VAT not included. Prices may vary and are to be considered valid only those stated on our order confirmation.

DELIVERY TERMS:

They are considered as working days and they are only indicative. They do not allow customer to cancel any order or to claim damages of any kind due to failure or delay as the direct or indirect result of manufacturing problems or unforeseen circumstances, such as force majeure or others.

SHIPMENT:

Zanardo s.p.a. organizes shipments on behalf of the customer and commits the delivery to trusted carriers only. Shipments carried out by different carriers will be freight collect or, in any case stated in the order. Goods are delivered at risk and peril of the customer, even if the delivery do not involve transport costs. All the shipments comply with EXW INCOTERMS 2010, see table at the end of the page.

LIABILITY – COMPLAINTS:

Zanardo s.p.a. is not responsible for delays, incorrect deliveries, breakage, theft, shortage or tampering of delivered products and will therefore issue no credits for goods that have been tampered with, damaged or lost in transit. Any claims or complaints for apparent faults shall be made to the carrier immediately during the unloading of the materials, and specific reserve (as per D.P.R. n°450 of 02-08-1985) should be entered in the delivery note, a copy of which should be sent as soon as possible to Zanardo s.p.a. sales office (also by fax). Complaints regarding non-delivery of packages not referred to carrier's delivery note are not acceptable. No claims will be accepted after 48 hours from the delivery of the goods as specified in the delivery note (Art. 1511 and 1495 of C.C.), and the object of the claim should be clearly identified. All the claims referring to damages due to transport must comply with INCOTERMS 2010, in force at the time of the delivery.

OWNERSHIP:

Zanardo s.p.a. shall retain the ownership of the supplied goods until the purchase price has been paid in full, according to article 1523 and subsequent of Italian Civil Code. Bill of exchange payments, do not vary the ownership of goods, as bill of exchange are considered with recourse and not without.

PRODUCTS:

Technical and descriptive characteristics of our products may slightly vary during manufacturing process, but still meeting customer's needs. Products are subject to change without notice.

BASIC CONDITIONS FOR RETURNS:

- 1-goods must be returned free port, correctly packed and in perfect conditions.
- 2-goods are accompanied by a "return of goods" note rather than a "sale" note.
- 3-delivery note must contain all the references of the original purchase (invoice date and number)
- 4-the material must be substituted or a credit note must be issued.

IF ZANARDO s.p.a. IS NOT RESPONSIBLE FOR THE RETURN, GOODS WILL BE REVALUED AS FOLLOWS:

- 1-within 30 days from the delivery: 10% deduction
- 2-more than 30 days from the delivery: 20% deduction

RETURNS WILL NOT BE REIMBURSED, CREDIT FROM RETURNED GOODS WILL BE DEDUCTED FROM FURTHER ORDERS.

PAYMENTS:

Terms of payment stated in the invoice are binding. No other conditions are accepted unless these have been expressly agreed upon between the parties beforehand. If the payments are not made as stipulated in the terms and without any prior agreement, Zanardo s.p.a. reserves the right to suspend or cancel any supplies in the course of dispatch and any other orders already confirmed. Objections of any kind do not grant the customer the right to suspend any payments due. The orders dispatched and invoiced in whole or in part are subject to the conditions specified in this agreement, and it is agreed between the parties that payments for ordered goods are not contingent upon completion of the order. In case of payments delayed beyond specified terms indicated in the invoice, default interest will begin to accrue without prejudice, at the Italian Banks current applied rate. Zanardo s.p.a. acknowledges as valid payments those made by its Headquarters in Susegana (TV). The only parties authorized to receive payment on our behalf are those who possess a valid and explicit authorization. Cheques and bills of exchange are received "subject to collection" and the amount specified therein are entered as settlement of payment only after the amount have been effectively deposited.

OBJECTIONS:

The Courts of Treviso shall have exclusive jurisdiction over all disputes arising between the parties.

		Incoterms® rules 2010												
		International Commercial Terms published by ICC - International Chamber of Commerce												
		EXPORT CUSTOM DECLARATION	WORKS STABILIMENTO	CARRIER VETTORE	ALONGSIDE SHIP BANCHINA	ON BOARD A BORDO NAVE	BORDER FRONTIERA	ARRIVAL PORTO ARRIVO	QUAY BANCHINA	DESTINATION'S PLACE LUOGO DI DESTINAZIONE	BUYER'S WAREHOUSE MAGAZZINO COMPRATORE	MEANS OF TRANSPORT		
		📄	🏭	🚚	🚢	🚢	🚧	🚢	🚢	🏠	🏠	🚚	🚚	
EX WORKS FRANCO FABBRICA	EXW											D	Named place of delivery LUOGO CONVENUTO	🚚
FREE CARRIER FRANCO VETTORE	FCA	(T)										D	Named place of delivery LUOGO CONVENUTO	🚚
CARRIAGE PAID TO TRANS FRANCO FINO A...	CPT											D	Named place of destination DESTINAZIONE CONVENUTA	🚚
CARRIAGE AND INSURANCE PAID TO... TRANSP E ASSICURAZIONE PAGATI FINO A...	CIP											D	Named place of destination DESTINAZIONE CONVENUTA	🚚
DELIVERED AT TERMINAL CONSEGNA TO AL TERMINAL	DAT											T D	Named terminal at port of shipment TERMINAL AL PORTO	🚚
DELIVERED AT PLACE CONSEGNA TO A DESTINAZIONE	DAP											T D	Named place of destination DESTINAZIONE CONVENUTA	🚚
DELIVERED DUTY PAID CONSEGNA TO SDGANATO	DDP											T D	Named place of destination DESTINAZIONE CONVENUTA	🚚
FREE ALONGSIDE SHIP FRANCO LARGO BANCHINA	FAS											A D	Named port of shipment PORTO D'IMBARCO	🚚
FREE ON BOARD FRANCO A BORDO NAVE	FOB											D	Named port of shipment PORTO D'IMBARCO	🚚
COST AND FREIGHT FRANCO PORTO DI DESTINAZIONE	CFR											D	Named port of destination PORTO DI DESTINAZIONE	🚚
COST, INSURANCE AND FREIGHT FRANCO PORTO DI DESTINAZIONE	CIF											T D A	Named port of destination PORTO DI DESTINAZIONE	🚚
RISKS AND COSTS RISCHI E SPESE														
OBLIGATIONS TO SELLER OBLIGHI VENDITORE														
OBLIGATIONS TO BUYER OBLIGHI COMPRATORE														
T Specifies the obligation to draw up a freight contract Obbligo di stipula del contratto di trasporto														
(T) Specifies the power to draw up a freight contract Facoltà di stipula del contratto di trasporto														
A Specifies the obligation to draw up an insurance contract Obbligo di stipula del contratto di assicurazione														