

## Sales conditions

1 There shall be no other agreement or amending to the present sales conditions unless accepted in writing by the PERSONAL FACTORY s.p.a. Any otherwise agreed borne by the seller end contained in the order must be regarded as non-existent.

2 The proposed purchase will be binding on the PERSONAL FACTORY s.p.a. and the buyer only after acceptance. The signing of this proposal will lead to the proposer acceptance of the terms of sale and shall be irrevocable for a period of thirty days from its receipt, so that the cancellation will be ineffective if not spent that time period or if the PERSONAL FACTORY s.p.a. have started the implementation of the supply.

### TRANSPORT

3 The goods are transported for the account and risk of the buyer unless otherwise agreed.

### DEFECTS AND NON-INFRINGEMENT

4 Any defects or deviations of the goods must be reported to the PERSONAL FACTORY s.p.a. or its customers exclusively with registered mail with signed return receipt or certified email at [personalfactory@pec.it](mailto:personalfactory@pec.it) to the administrative office of the seller, within eight days of receipt of goods. To this end, the signing of the bill of receipt of the delivery date shall prevail.

5 In case of defect or non-conformity of the goods, neither the PERSONAL FACTORY s.p.a. will be required to replace but only if the defects have been reported during the said period of eight days, they refer to material or its processing and the mandatory condition that their use has been in accordance with the instructions of the seller. It does not include any form of additional compensation, meaning the parties expressly limited art. 1490 of the Civil Code responsibility for PERSONAL FACTORY s.p.a. to the replacement of defective materials. Is expressly excluded any damages to material already put in place as well as damage of profit, repair costs and penalties for the late delivery of the work.

6 Any treatment or intervention not authorized in writing by the PERSONAL FACTORY s.p.a. and made directly by the customer or by others put in charge by him on purchased products shall exclude any claim for damages even if only for the repair of the defective product. Any repair or modification of the product made by the buyer, even if approved, will result in the exclusion of liability PERSONAL FACTORY s.p.a. about faults, defects or damage caused to third parties. It will not be possible in every case the dispute on the colors of purchased materials once they have been laid so that, in this case, PERSONAL FACTORY s.p.a. will be exempt from any liability.

7 The delivery times are indicative only and will be considered essential only in the case of specific acceptance by PERSONAL FACTORY s.p.a. These terms are established in favor of the PERSONAL FACTORY s.p.a. and will still be compatible with the availability of stock. Any delays dependent on strikes, failure, irregular supplies in raw materials as well as any other case of force majeure will not be entitled to damages.

### PRICES AND PAYMENTS

8 In the event of sale with split delivery the price to be paid for each of them will be corresponding to the price list in force at the time of the individual delivery. Failure to pay even a single agreed deadlines will result in the loss of the benefit of the time as in art.1186 CC, without formal notice, giving the right to the PERSONAL FACTORY s.p.a. to cut off supplies in progress. The seller can then claim immediately without any formality whatsoever payment of the entire remaining due, including interest and costs.

9 Administrative costs, default and interests for late payment. In case of non-payment at the deadline defined in the order confirmation or by the conditions agreed and accepted between buyer and seller in any form, will be charged to the buyer:

- administrative costs and default: € 15.00;
- interests for delayed payment as per D. Lgs. 231/2002 of 9 October 2002.

10 Any dispute concerning the interpretation or execution of these terms of sale, or anyway in those judgments in which PERSONAL FACTORY s.p.a. would present as an actress or as a defendant, the court of jurisdiction will be that of Vibo Valentia.

### ORDER MINIMUMS

11 The minimum order quantities vary according to the product requested. From time to time, they must be agreed with the commercial referent. The company reserves the right to refuse orders whose quantity and amount are lower than the agreed minimum order.

