

Terms of purchase (rev. October 2018)

The supply will be made according to the following terms of sale:

1. Local regulations and related responsibilities.

The supply of the object of this offer does not involve any assumption of responsibility by CAEM-Magrini SpA both as it may refer to specific rules issued by regulatory authorities and / or public administration that have local feature, and for any requirements of issuance of building permits.

2. Changes to technical specifications.

The technical characteristics of what has been described are indicative; CAEM-Magrini SpA reserves the right to make changes at any time, changes which are necessary for the success of the job, without obligation of any prior notice and without any Buyer claim or objection may be raised to this regard.

3. Orders.

Orders are not forwarded to production / preparation until receipt of the confirmation of order duly signed and confirmed by the customer. Any request for cancellations or changes to the order by the Buyer will have no effect unless previously authorized and accepted in writing by the Seller; any request by the Purchaser has therefore no effectiveness until it's confirmed in writing. In default, the Buyer shall pay to Seller, as penalty, an irreducible sum equal to 40% of the order.

4. Price

The price, unless otherwise agreed, the packaging includes standard light of CAEM (point 8). DOES NOT include the cost of carriage, unloading at destination, the cost of installation and registration of any retention of title. In case of payment by installments, of course burdened with commercial interests.

5. Delivery term.

The goods' delivery term is purely indicative and will never be considered as essential; any delay, although not due to force majeure, cannot be cause of termination of the contract, or of any claim for damages.

The Purchaser expressly waives right now to enforce any demand, action, and exception with respect to this hypothesis.

6. Unavailability for good receipt.

In case of impossibility for the Customer of receiving the goods at the established date, and no later than 30 days from it, CAEM-Magrini S.p.A may proceed to regularly invoice the material, with related effect of payments, keeping the right to invoice storage costs, unless otherwise agreed.

7. Payment.

For amounts less than € 1,500.00, the payment is unified at the first deadline. Payments valid for all purposes of the law (and therefore liberating the Buyer) are those made directly to the Seller's seat; payments to different people, to be valid to all intents and purposes of laws, will have to be approved by the Seller in writing.

The regularity and punctuality of payments is intended by essential character and is binding in order that the pace of deliveries remains on course; delays or irregularities in payments, will constitute right cause for immediate suspension of supplies by the Seller, with the deferral of delivery of the goods purchased within a reasonable period following to the occurred settlement of any outstanding indebtedness.

Failure of payment of a single installment, which exceeds one-eighth of the price of the goods supplied, within the terms of this contract, will produce immediate termination of the contract pursuant to Art. 1456 cc.

In the event of non-payment of a single installment not exceeding one-eighth of the price, the Seller shall be entitled to take legal action for the entire residual value, decaying Purchaser from the benefit of time, or to terminate the contract by withdrawing the goods and holding, by way of compensation, the installments so far collected, in addition to damages.

8. Clause "solve et repete".

For no reason the Buyer may withhold or delay payments of the price of Products, nor validly raise any objection before having paid the price of the supply.

9. Packaging.

The CAEM standard provides shrink wrap and/or stretch (on wooden pallet or cardboard boxes). Any different packaging requested by client and accepted and agreed by CAEM under special conditions, will be charged at cost and won't be accepted by return. In case of particularly accurate packaging, for example required for shipment of fragile items via courier, CAEM will apply packing costs equal to 3% (three percent) of the net total. Special packaging such as metal stillages, timber boxes etc will need to be returned back to Caem within 60 days, at client's cost. In case of multiple orders with the same destination, unless otherwise expressly written instructions from the client, CAEM will prepare the goods grouping them at its own discretion. The number of pallets / boxes necessary for the preparation of goods will be notified only when goods are prepared and ready.

10. Transport and installation

Goods ever travel on behalf of the buyer and at his risk, even if transport is freeport. The buyer shall provide directly to the unloading of the goods from the vehicle, even if the transport was made by the selling company, or by the supplier of the selling company, authorized by CAEM to transport goods directly to its' customer. Any helpers are directly dependent of the client, declining the seller from all liability.

11. Download of materials.

Even in the case of delivery at customer location, the unloading of materials from trucks and their placement at job site will be done by the Purchaser who, for this purpose, will ensure adequate equipments for the discharging.

12. Accessibility to sites.

It is exclusive responsibility of the Customer to ensure that the access to the sites of the materials' destination is suitable for the passage of the goods themselves, and to the transit of the necessary equipments for goods transport.

13. Safeguarding of materials.

The material to be delivered cannot be stored and / or used, even for limited periods of time, outdoors or in corrosive and humid environments or any other sites different from the proper ones. Failing that, the guarantee referred to art. 16 will not operate. Please clean items with neutral non abrasive detergent, with a dry tissue.

14. Terms of claims.

Any disputes relating to the supply must be submitted, under penalty of forfeiture, within 5 days from the date of goods' receipt or installation, if this is included into the supply contract. After that time the supply is considered completed and accepted, without the buyer may raise objections in order to avoid or delay the due performance.

15. Returns.

Returns will not be accepted unless previously authorized in writing by the Seller.

The seller, once received the returned goods, will examine them in order to verify that the defect exists and is attributable to its responsibilities and then, only in this case, will replace and / or repair the defective products. Any products returned without authorization will not legitimize the Buyer to ask for the issue of credit notes. In any case, the costs and the risks arising from the return of goods are responsibility of the Purchaser.

16. Warranty.

The supplied goods is guaranteed 12 months. CAEM-Magrini SpA guarantees that the products are immune from defects in materials or workmanship. The warranty period starts from the date of products delivery by CAEM-Magrini SpA to the carrier, and the warranty is effective provided that the materials to be delivered are properly installed and used, and that what expressed at paragraph 13 above "Safeguard of materials" is strictly respected.

In no event shall the warranty be extended to any direct and / or indirect damages to persons and / or things. Nor this gives right to termination of the relationship.

17. Retention of title.

The ownership of the Products shall pass to the Purchaser only after full payment of the price of sale. In the event of default by the Buyer, the Seller may, without need of any formalities, including the formal notice, take possession of all products subject to retention of title wherever they may be, with reserve of any further appropriate remedy for the suffered injury.

In case the goods are subjected to acts of expropriation or seizure by a third party creditors, the Purchaser shall put on record that the equipment is encumbered by retention of title in favor of the Seller and shall give written notice by registered letter or certified mail pec within 24 hours.

Any damage resulting to the Seller from a different behavior of the Buyer shall be at charge of this last.

18. Responsibility.

The Seller is not responsible in respect of the Purchaser for any failure, including any failure or delay caused by events outside its reasonable control or in any way related to unforeseeable circumstances or force majeure such as : failure or delay in delivery of materials from suppliers, strikes and other union industrial actions, suspension of electricity or transport difficulties.

19. Withdrawal and change of the Buyer's the financial conditions.

The Seller may terminate the contract at any time, at its sole discretion, with the right to get compensation for any damages.

The Seller may immediately suspend the supply, should a change in the financial circumstances of the Buyer occur (such as, for example, the change of the Buyers' solvency and/or liquidity conditions, the inclusion in the computerized register of protests, unsolved titles or effects, etc ...), that would put in danger the obvious attainment of the performance.

20. Right of call

For any assistance service the customer is required to pay, in addition to expenses, a fixed right of call.

21. Jurisdiction.

The exclusive jurisdiction Court for any disputes relating to sales of Products by the Seller is the one where the Seller is registered, with no prejudice to the right of the Seller to call Buyer at any court having jurisdiction towards the Buyer .

22. Modifications.

Any exception to these conditions, in order to be valid and effective, should arise by written agreement.

23. Privacy.

Pursuant to art. 13 D.Lgs.196/2003 we inform that the information provided by you, will be treated by the use of tools (paper / electronic) and procedures that ensure the security and confidentiality; they are used only for accounting, administrative, commercial and legal obligations. The holder of the treatment is Caem Magrini spa where you will be able to exercise the rights under Art. 7 D.Lgs.196/2003. Full disclosure is visible at the website www.caem.it.

CAEM COLOURS RANGE 2018

COLOUR STARTING COST: where applicable (see table below), it will be € 300.00 net for all orders whose net amount of coloured items does not reach € 2000.00.

For orders whose net amount of coloured items exceeds the threshold of € 2000.00, there is not colour starting charge.

RAL	CAEM Code	Finishing	Description	Price increase %	Starting cost 300€ if order lower than 2000€
9003	R903	Textured	Optic White	0%	NO
9010	9010	Smooth mat	White	0%	NO
9001	9001	Smooth mat	White	0%	NO
7035	7035	Smooth mat	Grey	10%	NO
7016	7016	Smooth mat	Grey	10%	NO
9006	9006	Textured	Grey	10%	NO
7048	7048	Textured	Grey	25%	YES
7039	7039	Smooth mat	Grey	25%	YES
7010	7010	Smooth mat	Grey	25%	YES
1021	1021	Textured	Yellow	25%	YES
	R861	Textured	Orange	25%	YES
	R835	Textured	Orange	25%	YES
3000	3000	Textured	Red	25%	YES
3004	R304	Textured	Red	25%	YES
4003	4003	Smooth mat	Fuchsia	25%	YES
	R441	Textured	Green	25%	YES
6029	6029	Textured	Gree	25%	YES
6027	6027	Smooth mat	Green	25%	YES
5005	5005	Textured	Blue	25%	YES
8017	8017	Smooth mat	Brown	25%	YES
	MAOX	Textured	Brown	25%	YES
	FERR	Textured	Dark grey	25%	NO
9005	9005	Textured	Black	25%	YES
	ANTR	Smooth gloss	Anthracite	25%	YES

Pursuant to and for the purposes of Articles. 1341 and 1342, the Purchaser hereby expressly accepts the Articles. 5 (Delivery), 7 (Payment), 8 (Clause “solve et repete”), art. 13 (Safeguarding of materials), art. 14 (Deadline for any objections), art. 16 (Warranty), Art. 18 (Liability), art. 19 (Withdrawal), art. 21 (Jurisdiction)

April 2018

CAEM-Magrini Spa

The Buyer