

General Terms and Conditions of Sale

General Provisions

- 1-These General Terms and Conditions of Sale shall apply to all sales contracts stipulated between Colorlac S.r.l. and the Buyers.
- 2-Any possible change to these provisions as well as particular conditions shall be agreed in writing between the parties.

Orders

- 1-The Customer shall submit the orders to Colorlac S.r.l. stating part numbers, quantity, required packaging, reference price and possible different delivery address.
- 2-Following a specific request, Colorlac S.r.l. would apply on packaging the customer's labels; the customer hence accepts all the related legislation responsibilities.
- 3-The order is finalized with Colorlac S.r.l. written confirmation of the Buyer's purchase order (by e-mail or fax). In the absence of the order confirmation the order is considered null.
- 4-Any indemnity or compensation in favor of the Buyer, due to possible damages concerned to the missing order confirmation from Colorlac S.r.l., is not contemplated.
- 5-Orders regularly confirmed shouldn't be cancelled by the Buyer without the written consent of Colorlac S.r.l.

Prices

- 1-The prices will be the ones stated in Colorlac S.r.l. pricelist in the hands of the Buyer, indicated in the purchase orders and confirmed in the "written confirmation" which will be transmitted from time to time to the Buyer.
- 2-Prices are VAT excluded.
- 3-Shipping and transport costs are not included in the price and are at the expense of the Buyer, unless different written agreement between the parties

Delivery

- 1-Colorlac S.r.l. does not keep stock of the goods: delivery times are agreed directly with the Customer and possibly reported in Colorlac S.r.l. written order confirmation.
- 2- Colorlac S.r.l. is not responsible for delays or the non-delivery under exceptional circumstances beyond Colorlac S.r.l. control, even though documented and demonstrated.

Carriage

- 1- Except as possibly provided in written between the parties, the carriage will always be at the expense and total risk of the Customer.
- 2-If requested, Colorlac S.r.l. will choose the most appropriate means of transport.
- 3- If the carriage is at Buyer's expense, he will be responsible for the selection and the method of transport. The means chosen by the Buyer have to be clean, dried and have to comply with the ADR regulations and the other existing cargo legislations. In the absence of such measures, Colorlac S.r.l. won't load the goods on the vehicles.

Returns and Claims

- 1-Immediately after the delivery and before the use, the Customer shall verify the goods and its conformity compared to its own order.
- 2- Colorlac S.r.l. is not responsible in case of weight variations lower or higher of 1,5% of the goods ordered (tolerance).
- 3-Possibly clear quality faults or defects of the goods and materials shall be indicated in written to Colorlac S.r.l. within 8 working days from delivery time. If aforementioned times are not respected, the goods delivered will be considered in compliance with the order and without defects.
- 4- Colorlac S.r.l. grants the products integrity till the expiry date stated on the label. Colorlac S.r.l. liability does not extend to: possible uses different from those provided, stock the goods in unsuitable environments, not allowed handling and every possible use non compliant with the purpose and use of the product itself.
- 5-The goods' return should be preventively authorized from Colorlac S.r.l. In case of claims accepted from Colorlac S.r.l. , unless different written agreement between the parties, the return of the product in object will be at the expense and responsibility of Colorlac S.r.l.

Payment

- 1-Payments should be done within the deadline set and for the amount due.
- 2-The non-payment within the deadline set legitimate Colorlac S.r.l. to ask to the Buyer the payment of the interests at the tax rate established by the legislative decree No. 231/2002.
- 3-The failure to take payment or more than 30 days of delay will legitimate Colorlac S.r.l. to suspend possibly further supply of products. The delivery interruption will not legitimate the Buyer to pretend any compensation.



4-Every claim related to the products or to their delivery will not justify the interruption or the delay of the payments.

Property of the goods

1-According to art.1523 c.c., the client purchases the property of the goods with the payment of the last tranche of the total amount but takes the risks at delivery time.

Commercialization of the Products

1-Products purchased from Colorlac S.r.l. shall be commercialized without any label or identification data attributable to Colorlac S.r.l. , except for stated written authorization by Colorlac S.r.l..

2-Otherwise, Colorlac S.r.l. will cease the supply of the products without any further and specific formality and will have the faculty to request the compensation of the damage, addressing to the competent authority.

Law and Jurisdiction

1-The contract between Colorlac S.r.l. and the Customer is governed by Italian law.

2-In the case of any controversy derived or connected to these Sales Terms or to each sale, will be under the exclusive jurisdiction of the court of Bologna.



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