



CONDIZIONI GENERALI DI VENDITA / GENERAL CONDITIONS OF SALES / ALLGEMEINE VERKAUFSBEDINGUNGEN / CONDITIONS GENERALES DE VENTE

(Condizioni valide per tutti i paesi tranne USA, Germania e Austria / Conditions applicable to all countries except USA, Germany and Austria/ Die untenangeführten Bedingungen gelten für alle Länder ausser USA, Deutschland und Österreich / Conditions valides pour tous les pays sauf les États Unis, l'Allemagne et l'Autriche)

La merce viaggia a rischio e pericolo del committente anche se venduta franco destino. Non si risponde di eventuali ammanchi danni e rotture se non evidenziate all'atto del carico presso il nostro stabilimento. Le date di consegna non sono impegnative e tassative e si intendono sempre salvo impedimenti anche non dovuti a causa di forza maggiore. Non si accettano reclami fatti oltre otto giorni dalla data di consegna della merce e comunque dopo la posa in opera. I pagamenti debbono essere effettuati al nostro domicilio e nel termine stabilito; ogni ritardo darà luogo al decorrere di interessi di mora in misura pari ai tassi bancari correnti. Le indicazioni dei pesi e delle misure dei materiali sono approssimative. Nessuna responsabilità viene da noi assunta per piccole ed inevitabili differenze di tonalità e calibro. Per ogni controversia la giurisdizione ed il foro territorialmente competente sono quelli della sede legale del produttore.

Il destinatario delle merci si impegna a comunicare per iscritto a CERAMICA DEL CONCA S.P.A. la mancata consegna della merce presso il luogo di destinazione indicato nel documento di trasporto ovvero la consegna della medesima merce in luogo diverso da quello indicato nel documento di trasporto entro 60 gg. successivi alla data prevista di consegna, mediante invio, tramite posta, fax, e-mail o con qualsiasi altro mezzo, di idonea dichiarazione e di copia del documento di trasporto sottoscritto. Successivamente alla ricezione della predetta documentazione, CERAMICA DEL CONCA S.P.A. provvederà alla regolarizzazione delle fatture emesse con applicazione dell'IVA ex DPR n. 600/1973. Resta inteso che il destinatario delle merci si impegna a rendere indenne CERAMICA DEL CONCA S.P.A. per imposte, sovrattasse, interessi e sanzioni di qualsiasi genere, oltre alle spese legali, nel caso di addebiti effettuati dall'Amministrazione finanziaria a suo carico derivanti da tale mancata comunicazione per iscritto. Il destinatario delle merci, preso atto della comunicazione che CERAMICA DEL CONCA S.P.A. richiederà di sottoscrivere al vettore, si impegna altresì a comunicare al vettore stesso ogni cambio o modifica della destinazione della merce. L'inadempimento della predetta obbligazione comporterà l'addebito da parte di CERAMICA DEL CONCA S.P.A. al destinatario delle merci di eventuali imposte, sovrattasse, interessi e sanzioni di qualsiasi genere, nonché degli oneri di natura legale, in caso di rilievi dell'Amministrazione conseguenti a tale mancata comunicazione.

The goods are shipped at the buyer's own risk, even when they are sold freight prepaid. No shortages, damages, breakages are admitted if these are not pointed out at our premises when loading. Delivery dates are not binding and definite and they are always to be understood except for any hindrance even when it is not due to circumstances beyond our control. No claims after eight days from the date of shipment of the goods, and in any case after their installation, will be accepted. Payments must be sent to our domicile and within the agreed terms; any delay will cause the calculation of interests on arrears according to the current bank interest rates. The weights and measures of the goods are approximate. No liability is assumed for possible and unavoidable differences of shade and work size. Any controversy is subject to the jurisdiction of the court of the manufacturer's registered office.

La marchandise voyage aux risques et périls de l'acheteur, même si elle est vendue franco domicile Client. La maison ne répond pas aux éventuelles avaries, vols et casses même par défaut de chargement. Les dates de livraison ne sont pas impératives et formelles et sont données toujours sauf imprévus et sauf cause de force majeure. La maison n'accepte pas de réclamations au-delà des huit jours de la date de livraison de la marchandise et en aucun cas après la pose. Les règlements doivent être effectués à notre domicile, suivant les accords établis. Tout retard donne lieu au taux d'intérêt de retard dans la mesure du taux de banque courant en Italie. Les indications relatives aux dimensions et au poids du matériel sont approximatives. Aucune responsabilité ne sera assumée par notre entreprise pour les petites et inévitables différences de nuance. Pour toute controverse, la juridiction et le tribunal du territoire compétents sont celui du siège légal du producteur.

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Jegliche Lieferung, auch frei Haus, erfolgt stets auf Risiko des Kaeufers.

Jegliche Maengeln oder Brueche oder sonstige Beanstandungen muessen bei Abladung der Ware angemeldet werden.

Die angegebene Liefertermine sind unverbindlich und unter Vorbehalt von Hinderungen jeglicher Art.

Reklamationen muessen unverzüglich binnen 8 Tagen ab dem Auslieferungsdatum angemeldet werden.

Fuer verlegte Ware kann auf keinen Fall eine Reklamation angenommen werden.

Zahlungen muessen innerhalb der vereinbarten Fristen erfolgen, andernfalls werden dem Kaeufer Verzugszinsen im Hoehe des bankueblichen Zinssatzes in Rechnung gestellt.

Gewicht- sowie Groesse- und Farb-Abweichungen der keramischen Materialien sind von Anfang an in Kauf zu nehmen und sind kein Grund fuer Beanstandungen.

Als Gerichtsstand wird der zustaendige Gerichtshof des Verkaeufers vereinbart.

Eigentumsvorbehalt

(für einen Lieferanten, dessen Abnehmer die bezogene Ware lediglich weiterhandeln)

1) Die Ware bleibt bis zur vollen Bezahlung sämtlicher Forderungen, einschließlich Nebenforderungen, Schadenersatzansprüchen und Einlösungen von Schecks und Wechseln, Eigentum des Verkäufers.

2) Der Eigentumsvorbehalt bleibt auch dann bestehen, wenn einzelne Forderungen des Verkäufers in eine laufende Rechnung aufgenommen werden und der Saldo gezogen und anerkannt wird.

3) Der Käufer ist zur Weiterveräußerung der Vorbehaltsware nur unter Berücksichtigung der nachfolgenden Bestimmungen und nur mit der Maßgabe berechtigt, daß die Forderungen gemäß Ziffer 5) auf den Verkäufer auch tatsächlich übergehen:

4) Die Befugnisse des Käufers, im ordnungsgemäßen Geschäftsverkehr Vorbehaltsware zu veräußern, enden mit dem Widerruf durch den Verkäufer infolge einer nachhaltigen Verschlechterung der Vermögenslage des Käufers, spätestens jedoch mit seiner Zahlungseinstellung oder mit der Beantragung bzw. Eröffnung des Konkurs- oder Vergleichsverfahrens über sein Vermögen.

5) Der Käufer tritt hiermit die Forderung mit allen Nebenrechten aus dem Weiterverkauf der Vorbehaltsware - einschließlich etwaiger Saldoforderungen - an der Verkäufer ab. Hat der Käufer die Forderung im Rahmen des echten Factorings verkauft, wird die Forderung des Verkäufers sofort fällig und der Käufer tritt die an ihre Stelle tretende Forderung gegen den Factor an den Verkäufer ab und leitet seinen Verkaufserlös unverzüglich an den Verkäufer weiter. Der Verkäufer nimmt diese Abtretung an.

6) Der Käufer ist ermächtigt, solange er seinen Zahlungsverpflichtungen nachkommt, die abgetretenen Forderungen einzuziehen. Die Einziehungsermächtigung erlischt bei Widderruf, spätestens aber bei Zahlungsverzug des Käufers bzw. bei wesentlicher Verschlechterung der Vermögensverhältnisse des Käufers. In diesem Fall kann der Verkäufer dem Käufer den Forderungseinzug durch sich oder beauftragte Dritte androhen. Nach Fristablauf ist der Verkäufer vom Käufer bevollmächtigt, die Abnehmer von der Abtretung zu unterrichten und die Forderungen selbst einzuziehen.

Der Käufer ist verpflichtet, dem Verkäufer auf Verlangen eine genaue Aufstellung der dem Verkäufer zustehenden Forderungen mit Namen und Anschrift der Abnehmer, Höhe der einzelnen Forderungen, Rechnungsdatum usw. auszuhandigen und dem Verkäufer alle für die Geltendmachung der abgetretenen Forderungen notwendigen Auskünfte zu erteilen und die Überprüfung dieser Auskünfte zu gestatten.

7) Übersteigt der Wert der für den Verkäufer bestehenden Sicherheit dessen Forderungen insgesamt um mehr als 20%, so ist der Verkäufer auf Verlangen des Käufers oder eines durch die Übersicherung des Verkäufers beeinträchtigten Dritten insoweit zur Freigabe von Sicherheiten nach Wahl des Verkäufers verpflichtet.

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1. BUYER'S ACCEPTANCE OF SELLER'S GENERAL CONDITIONS OF SALE

These General Conditions of Sale shall apply to every Contract of CERAMICA DEL CONCA S.p.A. ("Seller") for the sale of goods or articles ("Merchandise") to any person who has purchased or agreed to purchase Merchandise from Seller (the "Buyer"), unless Seller otherwise specifically agrees in writing. By placing any order for Merchandise, the Buyer agrees to these General Conditions of Sale. Any other terms or conditions which may at any time be indicated by the Buyer, in the Buyer's order form or otherwise (whether oral, typed, written or printed) shall be null and void and of no effect, even if not expressly objected to by Seller.

2. ACCEPTANCE AND CONFIRMATION OF ORDER

Any order of the Buyer may be accepted by Seller in whole or in part. A partial acceptance by Seller of any such order shall not constitute an acceptance of any other part of the order. No order of the Buyer will be binding upon Seller unless accepted by Seller on Seller's form of Order Confirmation, signed by an officer or employee of Seller duly authorized to sign on behalf of Seller, and then only as and to the extent set forth in such Order Confirmation. Any term, condition or provision set forth in Seller's Order Confirmation which is not objected to by the Buyer in writing within ten days after the date thereof will conclusively be deemed to have been accepted by the Buyer. Seller's Order Confirmation shall be controlling regarding the Merchandise and quantities sold or required to be sold by Seller to the Buyer. Every order of the Buyer will be binding on the Buyer unless and until it is rejected in writing by Seller, and may not be cancelled, withdrawn or modified by the Buyer; however, in the event of a partial acceptance by Seller, the Buyer will no longer be bound with respect to the parts of the order not accepted by Seller.

3. PRICES

Unless otherwise specifically agreed by Seller in writing, the Buyer will pay the prices of Seller for the Merchandise in effect at the time of shipment and all prices quoted or invoiced by Seller are for delivery ex factory, excluding transportation and shipping charges, taxes, fees and custom duties. Seller's prices may, at Seller's option, be increased, after Seller's acceptance of the Buyer's order, to reflect any increases in Seller's materials, taxes, fees and customs duties, labor or other costs.

4. DISCOUNTS AND ALLOWANCES

Except as expressly provided in Seller's Order Confirmation, the Buyer will not be entitled to any discount, allowance, commission or rebate of any kind, directly or indirectly. Any discount granted by Seller for prepayment of any invoice will be allowed only if the full amount specified in the invoice is received by Seller on or before the due date of the invoice.

5. TIME OF DELIVERY

Any delivery dates specified by Seller will be deemed to be estimates only, unless specific commitments are made in writing by Seller. In no event is the time of delivery of the Merchandise of the essence. Seller reserves the right to cancel, in whole or in part, or to suspend or delay, in whole or in part, any orders due to (i) the unusually large size of an order (ii) exigencies of Seller's production or delivery schedule, (iii) shortages of, or failures of Seller's suppliers to deliver, or delays of Seller's suppliers in delivering materials, (iv) work stoppages or other labor troubles, (v) acts of God or (vi) any event in the nature of force majeure or beyond Seller's control. Delivery dates will be extended by the amount of any additional time required by Seller to make delivery as a result of any such condition or event or any change in the Contract.

Seller also reserves the right to discontinue particular Merchandise or lines of Products, or to substitute other Merchandise or lines, in response to production and market requirements and demands. The Buyer waives any and all claims and rights which the Buyer might otherwise have arising out of or in connection with or relating to any delay in delivery of the Merchandise for any reason whatsoever or any failure of Seller to deliver by reason of the exercise by Seller of any of its rights pursuant to these General Conditions of Sale, including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential or other damages or compensation, and any and all rights to terminate or cancel the Contract, in whole or in part.

6. TERMS OF SALE; RISK OF LOSS

Buyer will take delivery of the Merchandise at the Seller's premises ("ex factory"). Unless otherwise specifically agreed by Seller in writing: (i) all risk of loss or damage to the Merchandise shall pass to the Buyer upon delivery of the Merchandise by Seller to a carrier; (ii) Seller shall not be required to procure insurance to cover the Merchandise during transportation in shipment; (iii) any shipping arrangements made by Seller with carriers or forwarding agents at the Buyer's request shall be made solely on the Buyer's behalf and at the Buyer's sole cost and risk; (iv) any agent appointed for such shipment shall be solely the Buyer's agent for all purposes; (v) the Buyer shall be responsible for all the unloading and receipt of the Merchandise at its destination; and (vi) any claim for loss or damage shall be made by the Buyer solely against the carrier.

7. TERMS OF PAYMENT

(a) The Buyer shall make all payments in accordance with the provisions of the Contract, notwithstanding any claim for any alleged defect, fault or irregularity in the Merchandise. Unless otherwise specifically agreed by Seller in writing, payment by the Buyer is due upon receipt of Seller's invoice. Payment for all Merchandise specified in the invoice shall be made, in the currency stated in the invoice, at Seller's place of business or at such other place as Seller may specify by notice in writing to the Buyer. The acceptance by Seller of any check, draft, promissory note or other instrument shall not constitute a change in or novation of the Contract or an agreement by Seller that payment may be made at the place where such check, draft, promissory note or other instrument is drawn, issued or payable. Moreover, acceptance by Seller of any check, draft, promissory note or other instrument will not constitute payment until Seller has collected the full amount in cash at Seller's place of business. In the event of any delay in payment, Seller shall have the right to suspend deliveries and may, at its option (i) require immediate payment of all or any part of any and all sums owed by the Buyer, irrespective of any credit terms previously agreed to, and (ii) terminate the Contract (as well as any and all other contracts with the Buyer) in whole or in part, and hold the Buyer liable for damages. In the event Seller does not receive any payment by the due date, the Buyer shall pay to Seller interest on the unpaid amount, from the due date to the date payment is actually received by Seller, at a floating per annum rate of interest equal to five percent above the official rate of discount of the Bank of Italy, Rome, Italy. Seller's right to such interest shall be in addition to, and not in lieu of, all other rights and remedies arising by reason of such nonpayment. In the event of any delay in payment, Seller may, at its option, among other things, cancel or terminate the Contract, in whole or in part, and hold the Buyer liable for damages. Any payment received by Seller may be applied to any outstanding balance owed by the Buyer to Seller, as Seller, in its sole discretion, may determine, any instructions of the Buyer to the contrary notwithstanding.

(b) Irrespective of any payment or credit terms specified or agreed to by Seller, Seller may, in its sole discretion, at any time and from time to time, require payment in cash before shipment of any or all of the Merchandise, or require payment in advance of any or all amounts due or to become due under the Contract. If Seller believes in good faith that the Buyer's ability to make the payments required by the Contract is or may become impaired, Seller may, in its sole discretion, cancel or terminate the Contract, in whole or in part, the Buyer remaining liable to pay for any Merchandise already shipped.

8. WARRANTIES; COLOR, TONE AND SHADE VARIATIONS

(a) EXCEPT FOR SUCH EXPRESS WRITTEN WARRANTIES AS MAY BE MADE BY SELLER TO THE BUYER, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANDISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Under no circumstances does Seller make, or shall Seller be deemed to have made, any warranty or representation, express or implied, with respect to the uniformity of the color, tone or shade of the Merchandise or the conformity of the Merchandise to the color, tone or shade of any sample. In particular, and without limitation, under no circumstances does Seller make, or shall Seller be deemed to have made, any such warranty or representation, or any other warranty or representation, express or implied, by reason of any statement, description or illustration in any brochure or other literature or by reason of having furnished a sample of any Merchandise. Moreover, any written warranty made by Seller to Buyer with respect to any Merchandise (i) applies only to Merchandise which is of first quality, and does not apply to second or lesser quality Merchandise, and (ii) is subject to a tolerance of approximately five percent. In the event of any breach of warranty, Seller may, at its election, either (i) replace the Merchandise affected or (ii) cancel or terminate the Contract, in whole or in part, without any obligation to replace any Merchandise. The Buyer waives any and all other claims and rights which the Buyer might otherwise have arising out of or in connection with or relating to any such breach of warranty or arising out of or in connection with or relating to any defect, fault or irregularity in the Merchandise, including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential or other compensation or damages, and any and all rights to terminate or cancel the Contract, in whole or in part.

(b) The Buyer takes full and complete responsibility for ascertaining whether the Merchandise meet the requirements of or is suitable for the Buyer's intended use, regardless of any suggestions or directions given by Seller with respect to the Merchandise or the use thereof.

(c) The Buyer acknowledges that variations in color, tone and shades of the Merchandise are inherent and unavoidable, that Seller does not warrant uniformity in color, tone or shade of the Merchandise and that the Merchandise may not match the color, tone or shade of any sample.

(d) The Buyer shall not test or have any test performed on the Merchandise unless the Buyer has previously advised Seller of the proposed test in writing, specifying the time and place of the proposed test and the identity of the person proposed to perform such test, and afforded Seller a sufficient opportunity to participate in the proposed test to such extent as Seller deems advisable. Any test performed in the absence of such advice and participation shall be of no effect with respect to any claim or right of the Buyer.

9. TITLE TO AND SECURITY INTEREST IN MERCHANDISE Until Seller collects in full all amounts required to be paid by the Buyer for the Merchandise, as well as any and all other amounts owed by the Buyer to Seller, Seller retains title to the Merchandise, in accordance with article 1523 of the Italian Civil Code, and Seller shall have a security interest in the Merchandise, under the Uniform Commercial Code as in effect in the United States, to secure the payment of all such amounts. By placing an order with Seller, the Buyer appoints Seller as its attorney in fact to sign and file any and all financing statements with respect to such security interest which Seller may deem necessary or desirable, or to file such financing statements without the signature of the Buyer to the extent permitted by law. The Buyer shall, at the request of Seller, execute any and all financing statements and other documents which the Seller may request to perfect or evidence such title and such security interest.

10. COSTS OF COLLECTION

In the event Seller retains a collection agency to collect any amount owed by the Buyer, or institutes proceedings to collect such amount or to enforce any right under the Contract, including enforcement of any security interest granted to Seller, the Buyer shall reimburse Seller for all collection agency fees and costs, or all costs incurred in such legal proceedings, including reasonable attorneys' fees.

11. CLAIMS

(a) Any claim by the Buyer of any and every kind must be made in a writing dispatched to Seller, by registered mail, return receipt requested, not later than thirty days from the date of shipment of the Merchandise with respect to which the claim is made. Failure to make any claim in such manner or within such thirty day period shall constitute an irrevocable acceptance of the Merchandise and an admission by the Buyer that the Merchandise fully comply with all the terms, conditions and specifications of the Contract.

(b) The Buyer may not accept only a part of the Merchandise delivered. Acceptance of any part of the Merchandise ordered shall constitute acceptance of all of the ordered Merchandise, whether or not the Merchandise is all tendered in one shipment.

(c) No Merchandise may be returned by the Buyer without the prior written authorization of the Seller. All returns shall be subject to verification on arrival at the location specified, in such written authorization, for the return of the Merchandise.

12. PROPRIETARY RIGHTS

All rights in designs, trade names, trademarks and copyrights of Seller used on or in connection with the Merchandise are proprietary and shall remain the exclusive property of Seller, and the Buyer shall have no right or interest therein or with respect thereto. The Buyer shall not reproduce or simulate, or cause or allow anyone to reproduce or simulate, either directly or indirectly, any such design, trade name, trademark or copyright.

13. TERMINATION OF THE CONTRACT

Seller shall have the right to cancel or terminate the Contract, in whole or in part (i) within one hundred twenty days from the date of Seller's Order Confirmation, in Seller's sole discretion, or (ii) at any time, in the event Seller experiences difficulties in obtaining regular or sufficient supplies of materials. The Buyer waives any and all claims and rights which the Buyer otherwise might have, including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential or other damages or compensation, arising out of or in connection with or relating to any cancellation or termination, in whole or in part, pursuant to this or any other paragraph of these General Conditions of Sale, of the Contract or any other contract between Seller and the Buyer.

14. APPLICABLE LAW

The Contract shall be governed by and construed in accordance with the law of the Republic of Italy, without giving effect to conflict of laws principles, except that (a) if the Seller decides to sue the Buyer in the United States as indicated in paragraph 15, the law of the state where the action is prosecuted will govern; and (b) the rights of Seller pursuant to its security interest in the Merchandise shall be governed by and construed in accordance with the Uniform Commercial Code as in effect in the United States.

15. JURISDICTION

All litigation arising out of or in connection with the Contract or the Merchandise shall be conducted in Rimini, Italy, except that Seller, at its option, may commence and prosecute such litigation in any jurisdiction in which the Buyer may be located or found or may do or transact any business. The Buyer consents to the jurisdiction of the courts of Rimini, Italy, and agrees that any and all process may be served upon the Buyer outside of Rimini, Italy with the same force and effect as if such service had been made in Rimini, Italy.

16. MODIFICATIONS

The Contract cannot be orally changed, modified, amended or discharged, in whole or in part. Any change, modification, amendment or discharge, to be effective, must be in writing, signed by an officer or employee of Seller duly authorized to sign on behalf of Seller.

Informativa ai sensi art. 13 Decreto Legislativo n. 196/2003

I dati personali anagrafici e fiscali in possesso di CERAMICA DEL CONCA SPA, via Croce 8, 47832 San Clemente (RN), Titolare del trattamento, vengono trattati in forma cartacea, informatica, telematica per esigenze contrattuali e di legge, nonché per gestire una efficace gestione dei rapporti commerciali.

In più i Suoi dati potranno essere utilizzati per l'invio di materiale pubblicitario relativo a prodotti analoghi a quelli oggetto del rapporto commerciale in essere.

La raccolta dei Suoi dati ha natura obbligatoria, dovendosi dar corso agli adempimenti di legge anche di natura fiscale.

I dati potranno essere comunicati in Italia e/o all'estero, esclusivamente per le finalità sopra indicate e, conseguentemente, trattati solo a tali fini dagli altri soggetti, a organizzazioni terze (banche, organizzazioni a noi collegate, enti assicurativi), inoltre, all'interno della nostra azienda potranno essere comunicati al personale degli uffici (ad esempio, contabilità, amministrazione, direzione) in quanto trattati di soggetti responsabili ed incaricati del trattamento.

In qualsiasi momento Lei potrà esercitare tutti i diritti di cui all'art. 7 del d.lgs n. 196/2003 (tra cui i diritti di accesso, rettifica, aggiornamento, di opposizione al trattamento e di cancellazione), rivolgendosi a CERAMICA DEL CONCA SPA, via Croce 8, 47832 San Clemente (RN), tel. 0541 - 988453, fax 0541 - 988873, email info@delconca.com.

Personal Data Protection – Law n.196/2003

Personal data collected directly and/or through third parties by the controller CERAMICA DEL CONCA SPA, via Croce 8, 47832 San Clemente (RN), Italy, are processed in printed, computing and telematic form for the performance of contractual and lawful obligations as well as for the effective handling of business relations, also for future use.

The non-submittal of data, where not compulsory, will be evaluated from time to time by the controller and the resulting decisions to be made will take into account the importance of the required data in respect of the business relation management.

Data may be disclosed, strictly in accordance with the above-mentioned purposes, and consequently processed, only in relation to the said purpose, by the other subjects: our agents organization, factoring companies, banks, credit recovery companies, credit insurance companies, business information companies, professionals and consultants.

In relation to the same purposes, data may be processed by the staff of our company, such as those at the accounting and sales department, administration, etc.

The data subjects may exercise all the rights set forth in art. 7 of L.n. 196/2003 (including the rights of data access, updating, objections to data processing and cancellation) by getting in contact with CERAMICA DEL CONCA SPA, via Croce 8, 47832 San Clemente (RN), Italy, tel. +39 - 0541 - 988453, fax +39 - 0541 - 988873, email info@delconca.com.



CONDIZIONI GENERALI DI VENDITA

- 1 - Le seguenti condizioni regolano tutte le vendite della Ceramica Faetano s.p.a. sia per singola operazione, sia per negoziazione continuativa o ripetitiva, anche dietro ordine diretto, telefonico o telegrafico, senza che vi sia bisogno di richiamarle o ripeterle; nessuna loro modifica ha valore se non risulta espressamente da atto scritto, firmato dalle parti.
- 2 - Le offerte, compravendite, trattative, abbuoni, transazioni, ecc. fatte da Agenti o Intermediari non sono valide senza conferma scritta della Ceramica Faetano s.p.a.: così come ogni proposta d'ordine trasmessa tramite Agente si intende sempre "salvo approvazione" della Ceramica Faetano s.p.a. In nessun caso le condizioni generali riportate su fogli d'ordine o di conferma dell'Acquirente potranno prevalere od essere opposte a quelle della Ceramica Faetano s.p.a.
- 3 - Il materiale si intende consegna in imballi e viaggia a rischio e pericolo dell'Acquirente, intendendosi sempre venduto e consegnato presso il magazzino in Faetano. Ogni responsabilità della Venditrice cessa quindi a carico compiuto ed accettato dal vettore, qualunque esso sia e da chiunque sia compensato, e non si risponde di eventuali rotture, manomissioni od ammanchi.
- 4 - I termini di consegna indicati in fase di accettazione d'ordine ed anche confermati sono sempre da considerarsi orientativi. Eventuali ritardi, causati da perturbamenti politici, guerre, scioperi, difficoltà di approvvigionamento delle materie prime, forzata restrizione della produzione per guasti di macchinari, non possono dare luogo in nessun caso ad azioni per il risarcimento di danni, mancati utili, ecc., né tantomeno dare all'Acquirente il diritto ad annullare l'ordine; la Ceramica Faetano s.p.a. è invece autorizzata a rimandare a tempo indeterminato le consegne od anche a recedere dal contratto di fornitura.
- 5 - La Ceramica Faetano s.p.a. vende ai prezzi del listino vigente al momento dell'ordine. L'aumento di qualsiasi costo di produzione da diritto alla venditrice di aumentare proporzionalmente il prezzo dei materiali con decorrenza immediata e l'entrata in vigore di un nuovo listino annulla la validità dei precedenti. Quindi, indipendentemente dai prezzi pattuiti alla data della conferma d'ordine, la Ceramica Faetano s.p.a. si riserva il diritto di applicare i prezzi in vigore alla data della consegna.
- 6 - La fattura viene emessa contestualmente alla consegna della merce e secondo le condizioni accettate nella conferma d'ordine. Qualora allo scadere del termine di consegna del materiale l'Acquirente non abbia provveduto a ritirarlo, o non abbia dato le necessarie istruzioni per la spedizione, la Ceramica Faetano s.p.a. avrà diritto di fatturare il materiale mantenuto a disposizione. Nel saldo delle fatture non sono ammessi sconti od arrotondamenti.
- 7 - Tutti i pagamenti devono essere effettuati nei termini convenuti e per contanti presso gli uffici della Venditrice in Faetano, comunque risulti vendita, consegnata o spedita la merce; l'emissione di tratte, ricevute bancarie, cessioni o altre forme di pagamento non deroga da tale obbligo. I termini di pagamento convenuti sono di rigore. In caso di ritardato pagamento verranno addebitati gli interessi di mora, computati ai tassi bancari in vigore, e le spese conseguenti. La Ceramica Faetano s.p.a. è in ogni caso autorizzata ad emettere tratte per l'importo della fattura o del credito scaduti, senza pregiudizio di quanto previsto al primo comma che precede.
- 8 - Ogni ritardo nel pagamento od il mancato pagamento, sia pure parziale, di fatture scadute costituisce inadempienza da parte dell'Acquirente e da diritto alla Ceramica Faetano s.p.a. di annullare gli ordini in corso, anche se parzialmente eseguiti. Tutto il materiale fornito resta comunque di completa proprietà della Ceramica Faetano s.p.a. sino al completo pagamento ed alla soddisfazione di tutti i suoi diritti: in caso di mora o di difficoltà di pagamento da parte dell'Acquirente, la Ceramica Faetano s.p.a. si riserva la facoltà di ritirare tutta la merce a lui fornita in precedenza e non ancora venduta.
- 9 - Eventuali contestazioni o reclami sul materiale dovranno pervenire a mezzo lettera raccomandata entro otto giorni dal ricevimento del medesimo, direttamente alla sede della Ceramica Faetano s.p.a. Trascorsa tale data nessun reclamo e nessuna contestazione saranno efficaci. Non verranno in ogni caso accolti reclami o contestazioni, anche dovuti a difetti apparenti, relativi a materiale posto in opera. Gli eventuali resi dovranno essere accertati in contraddittorio sotto pena di nullità e per imballi originali non aperti o manomessi. Ogni risarcimento convenuto si intende limitato alla rifusione del controvalore contrattuale del materiale che risultasse difettoso, escluso qualsiasi diverso o maggior risarcimento, anche conseguente l'impiego del materiale medesimo. Non è consentito all'Acquirente respingere la merce ricevuta e contestata se non previa espressa autorizzazione scritta dalla Ceramica Faetano s.p.a.
- 10 - È espressamente convenuto che per ogni controversia inerente o conseguente a vendite della Ceramica Faetano s.p.a., e unica competente l'Autorità Giudiziaria della Repubblica di San Marino. La forma di pagamento non modifica tale competenza.

GENERAL SALES TERMS

- 1 - The following sales conditions regulate all the sales made by the Ceramica Faetano SpA, for only one transaction or for continued and repeated transactions. As well as in the case of direct orders made by telephone or telegraph and without need of repeating or reminding these conditions. Modifications are not valid if not explicitly stated, written and signed by both parties.
- 2 - Offers, sales, reductions, transactions, etc. made by agents or middlemen are not valid without written consent by the Ceramica Faetano SpA. Proposals transmitted by agents are valid only after approval made by the Ceramica Faetano SpA. General conditions quoted on the buyer's order sheet and confirmed cannot in any case prevail or be in opposition with those of the Ceramica Faetano SpA.
- 3 - Goods are delivered in packing and travel at the Buyer's own risks. It is understood that point of sales and delivery is the warehouse in Faetano. Seller is not responsible after the goods have been loaded and accepted by the carrier, whoever it may be or no matter who the carrier is paid by, and we are not responsible for any possible damages, breakage, tampering or deficits.
- 4 - The terms of delivery indicated at the moment of acceptance of order and also after confirmation are always to be interpreted only as indicative. Possible delays caused by political agitations, wars, strikes, difficulties in procuring raw material and limited production due to mechanical breakdown, cannot be a reason, or in any case, a claim for damage or loss of profits, etc. Nor does it give the right to the buyer to cancel an order. The Ceramica Faetano SpA, on the other hand, has the right to postpone delivery for an unlimited period of time or to cancel an order for goods.
- 5 - The prices applied by the Ceramica Faetano SpA are those quoted on the price list in force at the moment of sale. Increases in production costs give the right to the seller to proportionally increase the price of goods and with immediate effect. At the moment a new price list is in force the previous ones are automatically cancelled. Thus, independently of prices agreed upon at the moment of confirmation of the order, the Ceramica Faetano SpA. reserves the right to apply the prices in force at the moment of delivery.
- 6 - The invoice is sent on delivery of goods and according to the conditions accepted in the confirmation of order. If terms of consignment expire and the buyer has not made arrangements to collect the goods or if the buyer has not given the necessary instructions for dispatch then the Ceramica Faetano SpA has the right to charge for the goods kept on stock. When settling an account, discounts or attempts at reaching a round figure in the amount are not allowed.
- 7 - All payments must be made according to the terms agreed upon and in cash at the Sales Office in Faetano whenever the goods are sold, delivered or dispatched. Other forms of payment as checks issued, bank receipts, or transfers and others must conform to the conditions. It is compulsory to observe the conditions of payment agreed upon. In case of delayed payment, interest will be charged and calculated according to bank, interests in force, and consequent expenses are included. The Ceramica Faetano SpA has, in any case, the right to issue a draft for the amount of the bill or the amount of the overdue sum without previous notice and as mentioned in above paragraph.
- 8 - Any delay in payment or non-payment or part-payment of bills overdue, represent a break of contract on the part of the buyer and gives the right to the Ceramica Faetano SpA to cancel any outstanding orders even if they have been partially carried out. All the goods supplied, nevertheless, remain property of the Ceramica Faetano SpA up to the time of full payment and after fulfillment of all its rights. In case of delay, or in case of buyer's difficulty in making payment, the Ceramica Faetano SpA reserves the right to withdraw all the goods previously supplied and unsold.
- 9 - Objections or complaints with reference to materials, have to be sent by registered mail and within 8 days of receipt of goods, addressed to the Ceramica Faetano SpA. After this period complaints or other objections will not be accepted. Complaints or objections will not be accepted even if regarding apparent flaws relevant to materials in use. The goods returned will have to undergo control if it is original packing or if it is unopened or tampered with, otherwise it will not be accepted. All indemnities agreed upon are intended as limited only to reimbursement, of the countervalue of the material ordered which may result faulty, excluded are all other types of refunds, even after use of this same material. The buyer cannot refuse the goods received which are object of complaint without having a previous explicit authorization written by the Ceramica Faetano SpA.
- 10 - It is explicitly stated that for each controversy concerning sales made by the Ceramica Faetano SpA., the Judicial Authority of the Republic of San Marino is the only competent authority. The form of payment does not modify such authority.

CONDITIONS GENERAL DE VENTE

- 1 - Les conditions suivante règlent toutes les ventes de Ceramica Faetano s.p.a., qu'il s'agisse d'une operation individuelle ou de transactions continues ou répétées parvenus par commande directe, téléphonique ou télégraphique, sans qu'il soit faite obligation à notre Société de les repeater ou de les rappeter à chaque fois. Toute modification ne sera valable que si expressement formulée par écrit et souscrite par les parties en cause.
- 2 - Toute offre, contrat d'acht, transaction, réduction, etc. effectuées par des Agents ou des intermediaires ne sont valables que sur confirmation écrite de Ceramica Faetano s.p.a. De même, toute proposition de commande transmise par le biais d'un Agent ne s'entend valable que « suite à approbation » de Ceramica Faetano s.p.a. En aucun cas, les conditions générales figurant sur les Bons de Commande ou de Confirmation de l'Acheteur ne pourront prévaloir ou s'opposer à celles établies par Ceramica Faetano s.p.a.
- 3 - Le matériel s'entend rendu en emballages et voyageant aux risques et périls de l'Acheteur. Il s'entend toujours vendu et rendu au dépôt de Faetano. Toute responsabilité du vendeur cesse donc au moment même du chargement effectué et accepté par le transporteur, quelle que soit cette personne et quelle que soit la compensation de ce dernier; Ceramica Faetano s.p.a. ne répond pas à rupture, altération ou oubli.
- 4 - Les délais de livraison indiqués au moment de l'acceptation de la commande ou confirmés sont toujours approximatifs. Tout retard dû à bouleversements politiques, guerres, grèves, difficultés à s'approvisionner en matières premières, réduction forcée de la production par suite de pannes des machines, ne peut donner droit à aucune action pour dommages et intérêts, manque à gagner etc. De même l'Acheteur n'a pas le droit d'annuler la commande. Par contre, Ceramica Faetano s.p.a. a le droit d'ajourner les livraisons à une période indéterminée ou de résilier le contrat de fourniture.
- 5 - Ceramica Faetano s.p.a. vend au prix du tarif en vigueur au moment de la commande. La hausse de tout coût de production donne droit au vendeur d'augmenter proportionnellement le prix des matériaux et ce immédiatement: l'entrée en vigueur du nouveau tarif annule les précédents. Il en résulte qu'indépendamment des prix convenus à la date de la confirmation de commande, Ceramica Faetano s.p.a. se réserve le droit d'appliquer les prix en vigueur à la date de la livraison.
- 6 - La facture est dressée au moment de la livraison de la marchandise et selon les conditions acceptées sur la confirmation de commande. Si à l'échéance des délais de livraison dû matériel, l'Acheteur ne le prélève pas ou ne donne aucune instruction pour l'expédition, Ceramica Faetano s.p.a. a le droit de facturer le matériel qu'elle garde à la disposition de l'Acheteur. Le solde des factures ne prévoit ni remises ni arrondissements.
- 7 - Tous les paiements seront effectués selon les termes convenus et comptant aux bureaux du Vendeur à Faetano, de quelque façon que la marchandise ait été vendue, fournie ou expédiée; l'émission de traites, cessions ou autrestormes de paiement ne permet en aucun cas de déroger à cette obligation. Les termes de paiement convenus sont obligatoires. En cas de retard dans les paiements, il seront appliqués les intérêts de retard calculés selon les taux bancaires en vigueur et les frais correspondants. Quoiqu'il en soit, Ceramica Faetano s.p.a. est autorisée à émettre des traites pour le montant de la facture ou du crédit dû, sans que cela ne modifie les dispositions prévues par l'alinéa ci-dessus.
- 8 - Tout retard dans les paiements ou tout non paiement, fut-il partiel, des factures dues constitue une non-exécution de la part de l'Acheteur et donne droit à Ceramica Faetano s.p.a. d'annuler les commandes en cours, même si partiellement effectuées. Tout le matériel fourni ne demeure pas moins la propriété de Ceramica Faetano s.p.a. jusqu'à versement total du paiement prévu et entière satisfaction de tous les droits de celle-ci. En cas de retard ou de difficultés de paiement de la part de l'Acheteur, Ceramica Faetano s.p.a. se réserve le droit de retirer toute la marchandise fournie à celui-ci et non encore vendue.
- 9 - Toute réclamation ou contestation sur le matériel devra parvenir par lettre recommandée dans les huit jours après la réception du matériel et ce, directement au Siège de Ceramica Faetano s.p.a. Après cette date, aucune plainte et aucune contestation ne sera acceptée. Ne pourront être acceptées toute plainte ou toute contestation relatives au matériel mis en oeuvre, fussent-elles dues à des vices apparent. Toute restitution sera appréciée après examen contradictoire sous peine de nullité ainsi que pour emballages originaux non ouverts ou altérés. Tout dédommagement convenu s'entend limité au remboursement de la valeur contractuelle du matériel qui s'est révélé défectueux, à l'exclusion de toute indemnisation majeure ou autre, même suite à l'utilisation du edit matériel. L'Acheteur n'a le droit de refuser la marchandise reçue et contestée que suite à autorisation écrite de la part de Ceramica Faetano s.p.a.
- 10 - Il reste expressément convenu que pour toute contreverse concernant ou provenant des ventes effectuées par Ceramica Faetano s.p.a. les Autorités Judiciaires de Saint-Marin sont seules compétentes. Le mode de paiement ne modifie aucunement cette compétence.

ALLGEMEINE GESCHÄFTSBEDINGUNGEN

- 1 - Folgende Bedingungen gelten für alle von der Firma Ceramcia Faetano s.p.a. getätigten Verkäufe, unabhängig davon ob es sich dabei um vereinzelte Transaktionen, ein kontinuierliches oder ein wiederholtes Geschäftsverhältnis handelt; diese Bedingungen, gelten auch für direkte, telefonische und telegraphische Bestellungen ohne jedesmal; ausdrücklich wiederholt oder hervorgehoben zu werden Jedwede Änderung der vorliegenden Geschäftsbedingungen erlangt erst Gültigkeit nachdem sie von den Geschäftspartnern schriftlich festgelegt und unterzeichnet worden ist.
- 2 - Von Vertretern oder sonstigen Mittelspersonen zugesagte Angebote, Verkäufe, Verhandlungsergebnisse, Vergünstigungen, Transaktionen usw haben ohne schriftliche Bestätigung seitens der Firma Ceramica Faetano s.p.a. keinerlei Gültigkeit; gleichfalls besteht für alle von den Vertretern entgegengenommenen Auftragsvorschläge ein Zustimmungsvorbehalt seitens der Firma Ceramica Faetano s.p.a. In Keinem Fall können die auf Auftrags oder Bestätigungsformularen des Käufers aufgeführten Geschäftsbedingungen die Allgemeinen Geschäftsbedingungen der Ceramica Faetano s.p.a. außer Kraft setzen oder ihnen in irgendeiner Weise entgegengesetzt werden.
- 3 - Das Material wird verpackt ab Lager Faetano verkauft und ausgeliefert; seine Beförderung erfolgt auf Gefahr des Käufers. Jegliche Verantwortlichkeit des Verkäufers erlischt demzufolge sobald die Ware geladen und vom Frachtführer übernommen worden ist, unabhängig davon wer den Transport übernimmt und wer für die diesbezüglichen Kosten aufkommt; auch für eventuelle Schäden, Manipulationen und Verluste ist der Verkäufer nicht haftbar.
- 4 - Die bei Auftragsannahme zugesagten und gegebenenfalls bestätigten Liefertermine verstehen sich nicht als bindende Zusagen. Eventuelle Verspätungen aufgrund von politischen Wirren, Kriegen, Streiks, Schwierigkeiten bei der Versorgung mit Rohstoffen und auf maschinelle Schäden zurückzuführende Produktionsausfällen berechtigen den Käufer in keinem Fall zur Erhebung von Ansprüchen wegen daraus entstandenen Schäden, entgangenem Gewinn u.ä. noch berechtigen sie den Käufer, den Auftrag zu stornieren. Die Firma Ceramica Faetano s.p.a. behält sich dagegen das Recht vor ihre Lieferungen auf unbestimmte Zeit zu verschieben oder auch vom Liefervertrag zurückzutreten.
- 5 - Die Firma Ceramica Faetano s.p.a. verkauft ihre Waren zu den Preisen der im Augenblick des Auftragsabschlusses gültigen Preisliste. Eine Steigerung gleich welcher Produktionskosten berechtigt den Verkäufer dazu, den Preis der Waren umgehend um den entsprechenden Prozentsatz zu erhöhen; bei Erscheinen einer neuen Preisliste tritt die vorhergehende Liste automatisch außer Kraft. Unabhängig von den bei Auftragsbestätigung vereinbarten Preisen behält sich die Firma Ceramica Faetano s.p.a. daher das Recht vor die zum Zeitpunkt der Lieferung gültigen Preise in Rechnung zu stellen.
- 6 - Sobald die Ware ausgeliefert ist, wird die dazugehörige Rechnung zu den bei Auftragsbestätigung angenommenen Bedingungen ausgestellt. Sollte nach Verstreichen des Liefertermins der Käufer die Ware noch nicht abgeholt und keine Anweisungen zu ihrer Versendung gegeben haben, so ist die Firma Ceramica Faetano s.p.a. dazu berechtigt, dem Kunden die ihm zur Verfügung stehende Ware in Rechnung zu stellen. Bei Begleichung der Rechnungen ist kein Abzug von Rabatten oder Abrunden der Rechnungssumme zulässig.
- 7 - Alle Zahlungen sind binnen der vereinbarten Fristen und in bar in den Geschäftsräumen der verkaufenden Firma in Faetano zu leisten, unabhängig davon wohin die Ware verkauft, geliefert oder versandt worden ist; die Ausstellung von Wechseln, Bankquittungen, Übertragungen oder andere Zahlungsformen tun dieser Verpflichtung keinen Abbruch. Die vereinbarten Zahlungsfristen sind strict einzuhalten. Im Falle von Zahlungsverzug werden Verzugszinsen zu den gängigen Bankzinssätzen sowie alle sich daraus ergebenden Auslagen in Rechnung gestellt. Unbeschadet der Bestimmungen des vorstehenden Absatzes behält sich die Firma Ceramica Faetano s.p.a. auf jeden Fall das Recht vor, Tratten über die Rechnungssumme oder den geschuldeten Betrag zu ziehen.
- 8 - Jegliche Zahlungsverspätung oder auch nur teilweise ausgebliebene Zahlung fälliger Rechnungen stellt eine Nichterfüllung seitens des Käufers dar und berechtigt die Firma Ceramica Faetano s.p.a. dazu, laufende Bestellungen zu stornieren, auch wenn diese zum Teil schon ausgeführt sind. Das gesamte bereits gelieferte Material bleibt auf jeden Fall bis zur vollständigen Bezahlung und Begleichung der gesamten Schuld ausschließliches Eigentum der Firma Ceramica Faetano s.p.a.; im Falle von Zahlungsverzug oder Zahlungsschwierigkeiten seitens den Käufers behält sich die Firma Ceramica Faetano s.p.a. das Recht vor, die schon früher gelieferte und noch nicht verkaufte Ware zurückzunehmen.
- 9 - Eventuelle Beanstandungen oder Reklamationen einer Lieferung müssen binnen spätestens acht Tagen nach Erhalt der Ware der Ceramica Faetano s.p.a. in ihrem Firmensitz per Einschreiben mitgeteilt werden. Nach Verstreichen dieser Frist sind keine Reklamationen oder Beanstandungen mehr statthaft. Keinesfalls werden Beanstandungen und Reklamationen für bereits montierte Ware angenommen, auch wenn diese sichtliche Mängel aufweisen sollte. Eventuell zurückgeschickte Ware muß in kontradiktorischem Verfahren als fehlerhaft erwiesen werden und zwar in ungeöffneten und auch sonst in keinerlei Weise manipulierten Originalverpackungen. Jede eventuell vereinbarte Erstattung beschränkt sich ausschließlich auf den Vertragswert der sich 'als fehlerhaft erwiesenen Ware; ausgeschlossen ist jegliche andere oder höhere Erstattungssumme, auch als Konsequenz der Anwendung der betreffenden Ware. Es ist dem Käufer nicht erlaubt, von ihm erhaltene und beanstandete Waren ohne ausdrückliche, schriftliche Zustimmung der Firma Ceramica Faetano s.p.a. zurückzuschicken.
- 10 - Es wird ausdrücklich vereinbart daß, unabhängig von der gewählten Zahlungsform, für jeglichen Rechtsstreit, der von der Firma Ceramica Faetano s.p.a. getätigte Verkäufe betrifft oder sich daraus ergibt, ausschließlich die Gerichtsbarkeit der Republik San Marino zuständig ist.