

GENERAL SALE CONDITIONS

1. ORDER CONFIRMATION

The order shall be peremptorily carried out providing that the relative confirmation is signed by the buyer and returned within and not after 15 days from forwarding of the same;

2. ORDER PROCESSING

A tolerance of 20 working days is accorded in favour of the seller on the term for delivery of the merchandise;

The buyer shall have the faculty of cancelling the part of the order that has remained unprocessed within the contractual term prolonged by the above-mentioned tolerance period; the cancellation request must be communicated in writing and shall become effective as of the moment it is received by the seller;

Late deliveries cannot give rise, in any case whatsoever, to a request for compensation;

Delayed delivery or non-delivery of part of an order subsequent to manufacturing accidents or to force majeure shall not give rise to any right to compensation, nor to the cancellation of the balance of the order, nor to the right to return the quantity already delivered;

The merchandise is sold ex works. The engagement of the services of carriers with operative centres in the Como area is recommended. Packaging costs are at the buyer's expense;

Non-payment of the merchandise within the contractual expiry date shall lead to the forfeit of the right to any possible discount agreed, and shall also lead to the payment of interest on arrears at the rate indicated in art. 5 of the Legislative Decree n. 231 of the 9.10.02. In the case of delayed payment the seller shall have the right, according to his/her own choice, to cancel the balance of the order or to request payment for the single deliveries in advance;

Any compensation whatsoever between possible claims for recoupment or indemnity, which have not been previously agreed, and credits deriving from unpaid supplies is absolutely excluded;

The merchandise shall remain the property of the seller until it has been entirely paid for;

3. DEFECTS IN THE MERCHANDISE:

Small differences in the quality, colour, height, weight, equipment, etc... within the limits of normal tolerance shall not be accepted as constituting grounds for contestation;

Merchandise returned for flaws in the normal manufacturing shall not give rise to the right to compensation and/or indemnity for damages, except with regard to the part in excess of 3% of the total annual supply;

4. COMPLAINTS

Complaints for apparent flaws or defects must be communicated by registered letter or fax within 8 days of the receipt of the merchandise that, in any case, must not be tempered with until the complaint has been settled, otherwise any relative rights whatsoever shall be forfeit;

Complaints regarding hidden defects must be communicated by registered letter or fax within 8 days of their discovery, and in any case within 4 months of the receipt of the merchandise;

In any case no merchandise may be returned without the prior consent of the seller;

The non-observance of the instructions for use shall free the seller from any responsibility whatsoever;

The seller shall not be responsible for damage or destruction of the merchandise when the buyer uses the said merchandise for any purposes other than those indicated by the seller him/herself;

The seller shall answer for any possible defective supplies that are recognised as such on the basis of the unappealable opinion of a specialist textile analyses laboratory (e.g. Tessile in Como) only to the extent of the defective fabric supplied and in no case shall the seller be responsible for any additional costs sustained for any transformations carried out on the said fabric, nor for any possible direct or indirect economic losses that may be claimed to have been suffered due to the merchandise in question;

The presentation of a complaint shall in no way exempt the buyer from payment of the invoices by the established expiry date, except for the part of the merchandise relative to the complaint;

5. EXCLUSIVE RIGHTS

In the case of a request for the exclusive rights for a single country, these shall be valid only for the current season and shall refer only to that specific country; however, if exclusive rights are in force for more than one country or for the whole world, these shall be held always valid for that season and plant expenses shall be debited on the grounds of exclusive rights;

6. JURISDICTION

Any controversy whatsoever relative to this contract shall fall exclusively under the jurisdiction of the Como Law Court.

(place and date)

(stamp and signature)

To all the effects and purposes of arts. 1341 and 1342 of the Civil Code, the buyer, after having carefully read the articles listed here below, declares that he/she specifically approves the dispositions of the same:

- art. 2 (order processing), clause I – tolerance of 20 working days on the terms of delivery of the merchandise; clause III – exclusion of compensation in the case of delayed delivery of the merchandise; clause IV – exclusion of compensation, of the request for cancellation of the balance of the order or of return in cases of delayed delivery or non-delivery of the merchandise subsequent to manufacturing accidents or due to force majeure; clause VI – the seller's faculty, in the case of delayed payment for the merchandise, to cancel possible balances of the order; art. 3 (defects in the merchandise), clause I – normal tolerance; clause II – returned merchandise; art. 4 (complaints), clause II – inadmissibility of presenting complaints for hidden flaws or defects after 4 months from delivery of the merchandise; art. 6 (jurisdiction) exclusive jurisdiction of the Como Law Court.

(place and date)

(signature)