

# EXPORT TERMS AND GENERAL CONDITIONS OF SALE

## APPLICATION

1 (a) These conditions apply to all quotations, offers and contracts for the sale of goods by the TISSI S.R.L. Company, whose registered offices and works are situated at San Giuliano Mil.se (MI) in Italy (the "Seller").  
(b) In these conditions the "Buyer" means the person, firm or company who has ordered or agreed to purchase goods from the Seller.

## ORDERS

2 (a) Any order submitted for any goods is a binding offer to purchase those goods on these conditions. Verbal orders are accepted only at the Buyer's risk and the Seller's interpretation of any verbal instructions will be considered and agreed by the Buyer to be correct and valid.  
(b) All terms and conditions of the Buyer are hereby excluded.  
(c) A quotation by the Seller does not constitute a price binding offer.  
(d) Any offer by the Seller to sell any goods is open for acceptance for 14 days from and including the date of that offer unless otherwise specified in such offer.  
(e) The Buyer shall not be entitled to cancel or modify any order submitted by it or to return any goods delivered by the Seller without the Seller's written consent.  
(f) If the Seller agrees to cancellation or return, the Buyer shall be liable to pay to the Seller an amount as specified by the seller (minimum of 50% of invoice value of goods) together with all costs of handling, carriage, insurance and packing in relation to delivery of the goods and arranging for return of the goods to the Seller. Any credit amount due to the buyer is not refundable but will be held by the seller to be set against future invoicing.

## PRICE

3 (a) Unless otherwise agreed, the price for any goods shall be the Seller's advertised list price at the time the goods are invoiced to the Buyer. Any justified increase of the prices at the time of delivery, even if were differently quoted in the Offer/ Proforma Invoice, will be added in the final invoice and accepted by the Buyer in advance.  
(b) The Seller may vary the price of the goods by a reasonable amount attributable to market changed conditions, market prices increase, international price changes for industrial components specific to Seller's activities and manufacturing, change in or insufficiency of the Buyer's instructions or specifications and/or to be in line with the prices ruling at the date of invoice.  
(c) All prices are exclusive of value added tax and any other taxes and duties which will be payable in addition at the rate current at the time of invoice.  
(d) Any taxes, Duties or other charges levied by destination Country are the responsibility of the Buyer. Any and all possible charges and taxes must be ascertained by the Buyer prior to ordering from us. The Seller accepts no responsibility for Taxes, Duties or other import charges that may be levied or applied in/ or at point of entry to the Destination Country/nor can we be responsible for any delay with Customs clearances in the destination country. Any goods impounded by any Customs authority or other official of the destination country due to any failure of the Buyer to promptly pay all required taxes and import charges is not the responsibility of the Seller.  
(e) The Seller shall be entitled to decide the method of carriage. If the Buyer requests a method of carriage, then it shall pay for any additional charges, costs and expenses incurred by the Seller, in arranging for carriage by a different method.

## SPECIFICATION

4 (a) The Buyer acknowledges that the goods are subject to a continuing process of change and development and that the goods may not comply in all respects with the technical specifications set out in the Seller's catalogues or elsewhere, or be identical in all respects with goods of the same type previously supplied.  
(b) The Seller reserves the right to make unilaterally and without prior reference to the buyer any reasonable change to any specification of the goods prior to despatch.  
(c) The Buyer acknowledges that all specifications and details in all catalogues, quotations, acknowledgements and web sites, are approximate only and do not form part of the contract.

## DELIVERY

Important Note: Carriers/shipping charges and Insurance will be added to your invoice price and you will be notified of the total price payable via E-Mail/Fax/Letter prior to shipping. The Seller uses various shipping ways...shipments must be signed for at destination address. Any loss or damage whatsoever due to variation of this normal delivery procedure, such as Buyer authorising the carrier to leave a shipment on a doorstep will NOT be covered by insurance and is at Buyer's own risk entirely. No refunds will be made for loss or damage. Any transit damage to packaging or goods must be notified to the carrier on delivery and to the Seller immediately.  
For our records, all goods are inspected and tested in all detail prior to shipping and every Item is fully documented prior to packaging.

5 (a) The Seller will use its best efforts to deliver goods by the agreed delivery dates or if no dates are stated, within a reasonable time.  
(b) All delivery dates are estimates only and time of delivery is not of the essence.  
(c) The Buyer shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.  
(d) The Seller shall not be liable for late delivery or non-delivery owing to any circumstance beyond its reasonable control (including any delay, act or omission of a third party carrier used by the Seller) and delivery of any goods shall be suspended for so long as such circumstance lasts.  
(e) The Seller shall be entitled to withhold delivery of any goods where any amounts payable by the Buyer to the Seller are overdue on any account whatsoever, without allowing termination of the outstanding balance of the order by the buyer.  
(f) If the Buyer refuses to accept delivery of the Goods, the Buyer shall in addition to the price, pay the Seller's costs incurred in returning and storing or otherwise disposing of the goods.  
(g) Goods returned costs are always at the Buyer's expense. Goods to be fully insured and properly packaged. Any damage or loss caused by not doing this is the senders responsibility and will be charged. Goods returned must be in the same condition as sent. In the case of damage, alteration or substitution, however slight, the item/items will be promptly returned to the Buyer. Any attempts to access non user serviceable areas of equipment and/or accessories and/or products, is entirely at the Buyer's own risk.

## RISK

6. Risk in the goods shall pass to the Buyer on delivery to the Buyer or its agent, representative or carrier.

## INSPECTION

7 (a) The Buyer shall inspect the goods immediately on receipt, and the Seller shall not be liable for defects or shortages discoverable on reasonable inspection unless the Buyer notifies the Seller within 3 days from date of receipt of delivery.  
(b) Where the Buyer notifies the Seller of any non-delivery, defects or shortages, the Seller's only liability shall be at its sole option as soon as reasonably practicable to repair or replace defective goods, make good any shortages, or to refund to the Buyer the purchase price paid for the goods.

## PAYMENT

8 (a) Unless otherwise agreed, the Buyer shall pay the Seller's proforma invoices prior to delivery. Any cost related to the order must be included: shipping, pallets, handling, etc., as quoted in the proforma Invoice of the Seller.

(b) Any cost related to the collecting of the credits, as bank's cheques, L/C expenses, CAD, etc., is at Buyer's charge.

(c) The Buyer shall make all payments in full without withholding, deduction or set-off for any reason.  
(d) The Seller shall be entitled to charge daily interest on overdue amounts at the rate of 1.5% per month from the due date to the date of payment.  
(e) If the Seller has reasonable doubts about the Buyer's ability or willingness to pay, the Seller shall be entitled to suspend performance and to request payment on or before delivery or security for payment before continuing with performance of the contract. Such suspension will not allow termination of the outstanding balance of the order by the Buyer.  
(f) All payments are due in the currency as requested in the invoice.

## TITLE

9 (a) Title to any goods shall remain with the Seller until it has received payment in full in cash or cleared funds for all of the goods in the same order, whether or not the goods are to be delivered and paid for in instalments.  
(b) Until title to any goods has passed, the Buyer holds those goods as bailee for the Seller.  
(c) In the event that any payment for all or any goods is overdue or is likely to be unpaid, the Buyer shall re-deliver those goods on demand and authorize the Seller to enter any premises to remove those goods.

## WARRANTY

10 (a) If the Buyer finds a material defect in the goods within 12 months from and including the date of dispatch then the Seller will at its sole option as soon as is reasonably practicable repair or replace defective goods or refund to the Buyer the purchase price paid for those goods

## PROVIDED THAT:

(i) The Buyer informs the Seller within 3 days after the defect was discovered and then proceeds as instructed by the Supplier, including the prompt return, at the Buyer's expense of any goods claimed faulty;  
(ii) the defect existed in the goods at the time of delivery of the goods or arose from faulty materials or workmanship, was not reasonably discoverable upon inspection at the time of receipt, and did not result from any modification or alteration of the goods by the Buyer, or from normal deterioration, or from improper or faulty connection, installation, handling, storage or use of the goods by the Buyer, or failure of the Buyer to comply with any instructions provided by the Seller;  
(iii) any trademarks or labels on the goods have not been removed or mutilated.

(b) Where the Seller has the benefit of any warranty or guarantee in respect of the goods or any parts or components comprised in the goods, this warranty or guarantee shall replace the above warranty in so far as the defect relates to such parts or components, and the Seller will use his best efforts to extend to the Buyer the benefit of that warranty or guarantee.

## LIABILITY

11 (a) The Seller's express liability under these conditions shall be the Seller's only liability and the Buyer's only remedy for breach of this contract for the sale of goods and all other liability of the Seller whether in contract, tort (including negligence), statute or otherwise, is hereby excluded.  
(b) The goods are supplied strictly on the terms that the Buyer has satisfied itself of their suitability for its purposes. All warranties and representations express or implied, as to the quality or fitness for purpose of the goods are hereby excluded.  
(c) In any event, the total liability of the Seller in respect of breach of any contract for the sale of goods or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise shall be limited to the purchase price for the goods.  
(d) In any event, the Seller shall not be liable to the Buyer in respect of breach of any contract for the sale of goods or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise howsoever, for any consequential, indirect or special losses, any loss of use, profit, business, revenue, or contract, or any liability of the Buyer to any third party.  
(e) In any event, the Seller shall not be liable for delay or non-performance of this contract due to any event or circumstance beyond its reasonable control (including legislation, war, civil commotion, fire, flood, failure of power supply, strike or other industrial action, or any inability to obtain parts or materials).  
(f) Nothing in these conditions shall limit or exclude the Seller's liability for death or personal injury resulting from its negligence.  
(g) The Buyer shall indemnify the Seller against all actions, claims, costs, damages, expenses and other loss or liability arising out of a defect in the goods to the extent occasioned or contributed to by any act or omission of the Buyer.

## RIGHTS

12 (a) All patents, copyrights, design rights and trademarks, rights to confidence, and all other intellectual property rights, whether registered or unregistered, in any part of the world, in or developed by the Seller in relation to the goods are and shall remain the property of the Seller.  
(b) The Seller does not warrant that the import, export, advertisement, or sale of the goods will not infringe the intellectual property rights of any third party, and shall have no liability to the Buyer in such case.  
(c) The Buyer shall not remove or tamper with any trademarks or labels attached to the goods and/or the packaging and or the pallets.

## NOTICES

13 (a) All notices shall be in writing, and sent by hand, courier, first class post or facsimile to the address of the recipient stated in any quotation, order or acknowledgement of order.  
(b) Notices shall be deemed to be received if sent by hand or courier, on delivery, if sent by first class post, on the second day following the day of posting, and if sent by facsimile, on completion of uninterrupted transmission.

## LAW

14 (a) These conditions and any contract to which these conditions apply shall be governed by and construed in accordance with Italian law and the parties hereby submit to the exclusive.  
(b) The Buyer expressly accept that any dispute will be held by the Law Court of Milan.

In rule from JAN 1th, 2022

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