Unless expressly agreed otherwise in writing, deliveries shall be made EXW (Incoterms 2020), with the place of delivery to be determined by the customer. In the event of a significant change in our production costs, we are entitled to make an appropriate price adjustment.

We are entitled to determine against which of our claims incoming payments shall be offset. The crediting of bills of exchange and checks shall be subject to encashment.

If the customer does not pay by the due date, he shall be in default. From this point in time, we are entitled to charge interest on the amount due at a rate of the applicable by law of the amount with which the customer is in default.

The customer is entitled to assign claims to the third parties of whose its credit rating is well established with no subject to an unpaid debt.

The performance of the contract is jeopardised by the customer's inability to pay, in which case the customer shall be entitled to rescind the contract

Metal contracts

If a customer orders metal at the respective current market price valid for the purpose of subsequent processing from us, the contract shall be concluded upon our contract confirmation, in which we confirm the type, quantity and price of the metal. The contract price is the price of the available metal of the similar quality at the time of the contract confirmation.

Within the discretion period specified in our contract confirmation, the customer is obliged to order the desired product for delivery within the acceptance period, such order shall contain the product specifications (quantity, product, delivery time).

After expiry of the acceptance period, the customer is entitled to be charged a price surcharge of 10% per month or part thereof on the quantity ordered and b) invoice the customer for immediate payment of the quantities not ordered, including, but not limited to, accrued interest. The quantity of metal paid for will be credited to the existing or yet to be opened metal account (conversion account) in the ratio 1:1.

Should the processing via a conversion account not be possible, for example in the case of certain foreign markets or tubes for domestic applications, or should not correspond to our legitimate interests, we shall be entitled, after expiry of the aforementioned period, to rescind the contract at the customer's expense.

In the event of a defect in the goods, we are entitled to offer the customer a replacement or repair, but in any event limited to a period of 15 months from delivery of the replaced or repaired goods. If the customer does not accept the replacement or repair within such period, the additional warranty period shall be 3 months from the date of our request.

In the event of a deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and purchase order, the customer shall be entitled to refuse the goods and to invoice the customer for the price corresponding to the LME market price on the date of cancellation of the order, the accrued interest and any costs of collection, which shall be calculated as a fixed price in the contract confirmation and the metal price corresponding to the LME market price on the date of cancellation of the order, the accrued interest and any costs of collection, which shall be calculated as a fixed price in the contract confirmation and the metal price corresponding to the LME market price on the date of cancellation of the order.

In the event of a delay in delivery, the customer is entitled to request that the customer to place the order within seven days by means of a warning letter. If the customer fails to do so, we are entitled to rescind the contract.

The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect all credits therefrom. The customer is entitled to prohibit the resale, processing and removal of the delivered goods, as well as to revoke the authorization to these risks upon our request; for this purpose, we shall neither have to terminate the contract nor set a grace period. We are entitled to the transfer of all claims corresponding to the purchased metal, goods, as well as to revoke the authorization to these risks upon our request; for this purpose, we shall neither have to terminate the contract nor set a grace period.

Deviations, no warranty, technical advice

A deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and purchase order, the customer is entitled to refuse the goods and to invoice the customer for the price corresponding to the LME market price on the date of cancellation of the order, the accrued interest and any costs of collection, which shall be calculated as a fixed price in the contract confirmation and the metal price corresponding to the LME market price on the date of cancellation of the order, the accrued interest and any costs of collection, which shall be calculated as a fixed price in the contract confirmation and the metal price corresponding to the LME market price on the date of cancellation of the order.

Warranty

The customer must respect the goods immediately after delivery for transport damage, obvious material defects, incomet deliveries and shortfalls and notify us in writing of any complaints immediately, and in any event no later than 8 days after delivery of the goods. A defect which is not recognizable during the aforementioned inspection becomes apparent at a later date and within 1 year from the delivery, it must be reported in writing without delay, but no later than 8 days after delivery, the customer shall cease any processing or treatment immediately. If the customer fails to notify us of a defect in due time, the goods shall be deemed to have been approved in respect of a defect.

The customer may choose, at its sole discretion, between a reduction in price and / or the early termination of the contract.

Upon the customer processing of the goods, we may assume that the goods are suitable for the customer's use.

In the case of legal defects or defects in material or workmanship, we are entitled to rectify the defect twice. We may, however, decline the instruction, even at our own costs, if we should consider the repair to be excessively expensive or burdensome.

In such cases we shall be entitled to rescind the contract at the customer's expense. The customer is entitled to a reduction in price, the cost of rectification and interest on the price; for this purpose, we shall neither have to terminate the contract nor set a grace period. We are entitled to the transfer of all claims corresponding to the purchased metal, goods, as well as to revoke the authorization to these risks upon our request; for this purpose, we shall neither have to terminate the contract nor set a grace period.
In the event of culpable breach of material contractual obligations these are obligations the fulfillment of which is essential to the proper performance of the contract and compliance with which the customer may regularly rely on, we shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of minor negligence, in the latter case, however, our liability shall be limited to reasonably foreseeable damage typical of the contract.

b. Any further claims for damages or reimbursement of expenses – irrespective of the legal basis – are excluded. Insofar as liability for damages or reimbursement of expenses against us is excluded or limited, this shall also apply with regard to personal liability for damages on the part of our executive bodies and employees. For the sake of clarity, under no circumstances, the Supplier shall be required to compensate immaterial or indirect damages such as: loss of business, profit, chance, commercial loss, loss of profit, etc.

c. The customer shall be obliged to take steps to prevent damage immediately after discovery of a defect. With the notice of defect, the customer shall also state the amount of damage expected by him, if any. Immediately after the occurrence of circumstances which may influence the amount of damage, the Customer shall notify us thereof in writing. If the customer fails to do so, we shall not be obliged to reimburse any further damages.

d. Without prejudice to the above, in respect of each order, the Supplier’s total aggregate liability towards the Customer under, or in connection with, such order shall under no circumstances exceed 120 % of the total amount of the price effectively paid to us by the Supplier under that purchase order.

e. For the sake of clarity, any limitation of liability provided by these General Terms and Conditions of Delivery shall not apply in the case of the Supplier’s wilful misconduct or gross negligence and in any case where such limitation is excluded by applicable mandatory law provisions.

11. Third-party property rights, rights to tools, confidentiality, data protection

11. Third-party property rights, rights to tools, confidentiality, data protection

a. If the property rights of third parties are infringed due to deliveries of goods or the performance of services which are based on drawings or other information that had been provided by the customer, the customer shall indemnify us and hold us harmless from and against all damages, claims and costs.

b. The customer does not acquire any rights to tooling through full or partial payment of tooling costs. Tooling shall rather remain at all times and in any event our property.

c. Information contained in our documents, e.g. drawings, samples, calculations, shall not be made available to third parties unless it is used for the intended purpose or we have granted our prior written consent.

d. The customer shall not be entitled to disassemble, reverse engineer, analyze or reconstruct the goods or to derive any properties therefrom for new products.

12. Export and re-export restrictions

The customer agrees that these General Terms and Conditions of Delivery are expressly referred to in the context of deliveries or services. For the purpose of articles 1341 and 1342 of the Italian Civil Code, the customer agrees specifically on the referred sections of these General Terms and Conditions of Delivery: 2 (“Price, payment, security”), 5 (“Transfer of risk, delivery, standards”), 6 (“Time of delivery, hindrance of delivery, delay”), 7 (“Retention of title”), 8 (“Deviations, no warranty, technical advice”), 9 (“Warranty”), 10 (“Limitation of liability”), 11 (“Third-party property rights, rights to tools, confidentiality, data protection”), 12 (“Export and re-export restrictions”), 14 (“Applicable Law – Dispute resolution”).

13. Third-party property rights, rights to tools, confidentiality, data protection

The place of performance for deliveries of goods and the performance of services is the location of our respective supplying plant. The place of performance for payments is our registered address.

14. Application law - Dispute resolution


Any disputes arising from the application, execution, interpretation and violation of these Terms and Conditions of Delivery shall be subject to the Court of Milan (Italy).

Customer agrees that these General Terms and Conditions shall apply exclusively to all future deliveries and services to the Customer irrespective of whether these General Terms and Conditions of Delivery are expressly referred to in the context of such deliveries or services.

On behalf of the customer

Signature

Name and surname

Quality

Place

Date

For the purpose of articles 1341 and 1342 of the Italian Civil Code, the customer agrees specifically on the referred sections of these General Terms and Conditions of Delivery: 2 (“Price, payment, security”), 5 (“Transfer of risk, delivery, standards”), 6 (“Time of delivery, hindrance of delivery, delay”), 7 (“Retention of title”), 8 (“Deviations, no warranty, technical advice”), 9 (“Warranty”), 10 (“Limitation of liability”), 11 (“Third-party property rights, rights to tools, confidentiality, data protection”), 12 (“Export and re-export restrictions”), 14 (“Applicable Law – Dispute resolution”).

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