

## GENERAL SALES TERMS

REV.01 - August 2021

### Ordering procedure

&'COSTA S.R.L. (herein after the "**&'COSTA**") requires all orders in writing to avoid error and/or duplication. Telephone or verbal orders are not accepted. Purchase orders may be mailed or emailed to the &'COSTA Sales Department.

### Prices

All prices are MAP prices (Minimum Advertised Price). While Dealers may establish their own selling price, they may not advertise, publish or announce, in print or on the internet, less than the published &'Costa MAP price.

- Appropriate trade discounts are applicable to the MAP price.
- Prices for all products are freight and insurance excluded, ex-works Thiene - Italy
- Prices include product with standard packaging.
- All prices are subject to change without notice, at any time prior to the written order confirmation.
- This price list cancels and replaces any other previous one.

### Taxes

All sales taxes, duties or other taxes applicable to the sale of the products shall be paid by the purchaser.

### Price quotations

Prices stated in the written quotations or order confirmations issued by &'COSTA sales offices, have a 30-day validity and are subject to change or withdrawal by written notice at any time during that period.

### Terms of payment

Terms of payment are prepayment, unless otherwise agreed with the purchaser.

### Order confirmation

All orders are confirmed by an &'COSTA order confirmation. &'COSTA delivers and invoices orders based on the information written on the order confirmation. The order confirmation is intended as a complete, exclusive, and final statement of the terms and conditions of agreement between &'COSTA and the purchaser with respect to the purchase and sale of the goods on order. It is the client's responsibility to verify and advise &'COSTA of any errors on order within 24-hours.

### Change or cancellation of order

After the date of order confirmation, orders cannot be changed or cancelled by the customer without written consent from &'COSTA custom order items are not subject to change or cancellation under any circumstances.

### Delivery schedules delays

Products are delivered in accordance to the expected shipping date indicated on the &'COSTA order confirmation. Delivery schedules and "expected shipping date" are subject to change at any time due to unforeseen fluctuations in inventory levels and manufacturing loads, shortage of labor materials, and due to any other cause beyond its reasonable control, without any liability on &'COSTA's part for delays.

### Complaints and returns of goods

Before accepting the goods from the forwarder in charge for the dispatch, the purchaser must check all details of the shipments, the quantity of the boxes and the conditions of the packaging. The purchaser must also immediately inform the forwarder of any noticed irregularity or breakage. If it will not be possible to check the goods during the delivery, the purchaser has to accept the goods "with reserve" and inform &'COSTA and the forwarder of possible irregularities or breakages within 7-days from the delivery date. Any claim must be made in writing by sending an e-mail to [info@ecosta.it](mailto:info@ecosta.it) or by writing a mail to &'COSTA S.R.L., via delle Pastorelle 6, 36016 Thiene (Vicenza) Italy. &'COSTA's previous written authorization is required before returning any goods, shipping costs for returns to &'COSTA will be covered by the purchaser. &'COSTA cannot accept any responsibility for defects which are result of any eventual misuse and negligence.

### **Warranty**

&COSTA warrants its products to be free from defects in workmanship. This warranty is exclusively applicable to the party who have purchased the product directly from &COSTA.

The warranty runs from the date of the invoice with which the product was acquired from &COSTA and ends after 24-months.

Uses of the warranty must be notified and sent to &COSTA office within 60-days from discovering the defect, specifying the following information:

- date and number of the invoice
- detailed description of problem and quantity of defective product/s
- photographs or video of the defect

During this warranty period &COSTA will repair, replace, or supply spare parts, at its discretion. This warranty does not apply to damages resulting from: transport, accident, alteration, incorrect installation or improper use, incorrect storage, negligence or abuse, natural events. This warranty does not apply to consumable parts or elements subject to normal wear and tear, as batteries, etc.

### **Product specification dimensions**

For manufacturing and/or improvement reasons, &COSTA reserves the right to change, at any time and without prior warning, the technical and/or design specifications of any product illustrated in the catalog. Every effort has been made to avoid errors in the &COSTA catalog and price literature. &COSTA will not be held responsible for labor charge-backs in connection with errors of measurements, prices or product descriptions.

### **Purchaser's compliance**

Purchaser is solely responsible for compliance with all applicable federal, state, and local laws, ordinances, regulations, rules, and standards relating to the installation, maintenance, use, and operation of the products.

### **Applicable law and forum**

This agreement shall be governed by the laws of the State of Italy without regard to conflicts of law rules.

Any disputes hereunder shall be resolved in the Low Court of Vicenza, Italy. &COSTA reserves the right to change the site of the Low Court.

&COSTA S.R.L.