

# Special Sales Conditions for Pre-Painted Products

## in derogation from and overriding the General Sales Conditions

(version valid from 01.09.2019)

Acciaieria Arvedi's General Sales Conditions are applied in their entirety, except where they are incompatible with the following:

### **GARANTEES**

1 The Seller guarantees that the supply of material shall meet the characteristics and conditions specified in the Sales Confirmation. In any case the Seller shall not assume responsibility of any kind as regards the applications and operations to which the material is subjected at the buyer's premises or on behalf of the same, nor shall assume any guarantee as regards the marketability, quality and appropriateness of the Material for specific purposes and declines all and any responsibility for the product subjected to an application of peelable protective film requested by the Customer and accepted by the Seller in the sales conditions, unless as specifically foreseen and accepted in the specific contract. The Seller declines all and any responsibility also in the case of supplying pre-painted coils where the PVC is not removed at latest within 30 days from the date of delivery.

2 Any technical specifications and/or guarantee requests by the buyer shall not be taken into consideration unless reproduced in the Sales Confirmation.

### **CLAIMS**

Any claims for Material not corresponding to the indications of the Sales Confirmation must be made in writing, on pain of forfeiture of rights, within 15 (fifteen) days from receiving the Material. The report of any hidden defects must be made in writing, on pain of forfeiture of rights, within 8 (eight) days from discovery and in any case within 90 (ninety) days from receiving the Material. In any case the buyer loses the right to the claim and to replacement of the Material if the processing or the use of the material object of the claim is not suspended immediately. It remains understood that the franchise is 5% for each coil and 2% of the lot supplied. The amount in excess of these percentages shall be recognized after verification of the defect. Weight discrepancies in supplies shall be allowed up to a maximum of 3 x 1000 on the total weight of the load. Any weight differences beyond this tolerance shall be recognized, in accordance with UNI and EURONORM standards, against presentation of the weighing tag certified by third-party authorities. Non-painted sections are allowed to the extent of maximum 20 linear metres per coil or equivalent in linear metres on the total length of coils supplied.

Should the claim, timely presented, be founded following verification of the Material carried out by the Seller's technicians, the Seller's obligation is limited to the payment of compensation, the maximum limit of which is the amount paid for the Material, the Customer having the obligation to first return the material object of the claim, unless the Parties expressly agree to replace the Material recognized as non-corresponding. In any case any right on the part of the buyer to request the termination of the supply relationship and/or compensation for damages and/or reimbursement of costs of any kind sustained is excluded.

Claims and report do not give the buyer any right to suspend payment, even partial, of the invoice for the Material nor to suspend collection and/or payment of further supplies.