



MOLLIFICIO MODENESE

Mollificio Modenese Srl
Via John Fitzgerald Kennedy, 3 - 41122 Modena
tel: (+39) 059.25.04.65
e-mail: export@mollificiomodenese.it
web: <http://www.mollificiomodenese.it>

Certificata ISO 9001:2015

Certificata ISO 14001:2015



Cap. Soc. euro 100.000,00 i.v. Cod. Fisc. - Part. IVA - Iscr. Reg. Impr. di MO: 02045060361 - R.E.A. di MO n° 261249 - SDI: SUBM70N

General Sales Conditions

1. Scope

These general conditions govern all sales made by Mollificio Modenese S.r.l., unless agreed otherwise in writing. Any conditions which the customer wishes to apply will be disregarded (even if attached to orders or other documents) unless expressly accepted in writing by Mollificio Modenese.

2. Exceptions and priority of documents

Any exceptions to these conditions will only be valid if confirmed in writing. In the event of conflicting documents (e.g., conflicting information in the offer, order confirmation, and/or invoice), the following documents will prevail in this order: the order confirmation issued by Mollificio Modenese will prevail over the offer issued by Mollificio Modenese, followed by these general conditions.

3. Severability

If any provision of these conditions is declared null or void, the remaining provisions will remain in full force and effect.

4. Language

This document is drawn up in Italian. In the event of translations, the Italian version will prevail.

5. Formation of the agreement

The agreement is deemed entered into upon written confirmation of the order by Mollificio Modenese (which may be provided by email) or upon commencement of performance (e.g., production or shipment). Orders are not binding until confirmed by Mollificio Modenese.

6. Cancellation of or changes to orders

Orders cannot be cancelled or changed without the written consent of Mollificio Modenese. In the event of unilateral cancellation by the customer, we reserve the right to charge for all and any costs incurred up to that point.

7. Subject matter and quality

7.1. Supply of goods to specification

When goods are supplied to specification, compliance with the approved technical drawing is checked. The customer has sole responsibility for the accuracy and completeness of the drawing provided. Unless specific instructions are issued, the industry-specific acceptance criteria will apply. The customer assumes all responsibility for any faults, errors, or omissions in the documents provided, in addition to any infringement of third-party intellectual property rights. Mollificio Modenese will not be held liable for any damage resulting directly or indirectly from the use of products manufactured according to these specifications. Unless the customer provides technical specifications, the seller will apply the standard industry-specific production tolerances. Any requirements concerning tolerances must be set out in writing when placing the order and must be expressly accepted by Mollificio Modenese. The customer acknowledges that minor variations within the tolerance limits do not constitute a defect in the product and do not constitute grounds for complaints or rejection of the goods.



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7.2. Standard supplies

In the case of standard catalogue products or those with codes, conformity with the technical specifications stated in our documentation (data sheets, certificates, or other information available at the time of sale) is checked. These specifications can be provided upon request.

8. Delivery

8.1. Sales in Italy

Unless agreed otherwise, goods are delivered FCA our factory (Incoterms 2020). Delivery is considered on time if the goods are handed over to the carrier by the date stated on our order confirmation. Unless agreed otherwise in writing, delivery dates are approximate. Risk passes to the customer when we deliver the goods to the carrier. Any penalties must be agreed in writing.

8.2. Sales abroad

Unless agreed otherwise, international sales are delivered CPT the customer's premises (Incoterms 2020). Goods are deemed delivered if the goods have been handed over to the first carrier by the date stated on the order confirmation. Risk passes to the customer when we deliver the goods to the carrier. Unless stated otherwise, carriage costs to the customer's premises are included.

9. Prices and payments

For goods delivered FCA or CPT as specified above, prices are stated in euros, without VAT. These prices may change in the event of sudden unforeseeable increases in the cost of raw materials, which we reserve the right to quantify. Payments must be made within the deadlines set out on the invoice. In the event of late payment, statutory interest will accrue pursuant to Italian Legislative Decree 231/2002. We reserve the right to suspend supplies in the event of non-payment.

10. Retention of title

Ownership of the goods remains ours until full payment is made.

11. Warranty and complaints

The customer is required to inspect the goods upon receipt and report any defects or non-conformities within eight days. The warranty only covers the repair or replacement of defective goods. Further liability for damage incurred, whether directly or indirectly, is expressly excluded. Any complaints regarding serial defects must be documented. The warranty is valid for one year from purchase.

12. Force majeure

Mollificio Modenese will not be responsible for any delay in performance and/or or failure to fulfil its obligations under this agreement if it is able to prove that such delay and/or failure to fulfil is attributable entirely to causes of force majeure, meaning unforeseeable, irremediable events beyond our reasonable control, such as, for example but not only, floods, earthquakes, storms, hurricanes, landslides, avalanches, mudslides, pandemics, epidemics and, more generally, any form of natural disaster, delays or disruptions in transport, riots, guerrilla warfare, civil wars, civil commotion, robberies, failed or delayed deliveries of raw materials and supplies by suppliers, strikes, including those within the company, and, more generally, any form of public disorder that leads to the interruption or suspension of the company's business activities (hereinafter referred to as the "Force Majeure Event(s)").

The occurrence of a Force Majeure Event will release Mollificio Modenese from any liability



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for such delay and/or non-performance solely for as long as such Force Majeure Event persists. The Party intending to claim the existence of a Force Majeure Event must notify the other Party thereof within three (3) days with a recorded delivery letter with advice of receipt or certified email stating the nature of the Force Majeure Event. Should the Force Majeure Event persist for over 60 (sixty) days, either Party may terminate this agreement without liability. In any case, Mollificio Modenese may only be held liability for the value of the disputed supply, with all further liability hereby expressly excluded.

13. Limitation of liability

Mollificio Modenese assumes no liability for direct or indirect, material or non-material damage resulting from the misuse or non-compliant or unauthorised use of the products supplied. Under no circumstances will Mollificio Modenese be held liable for production losses, loss of earnings, consequential damages, or claims for compensation from third parties. Where Mollificio Modenese is found liable, such liability is nevertheless limited to the value of the disputed supply, with all further liability hereby expressly excluded. It is understood that the customer is required to ensure the product is fit for its intended use prior to use.

14. Intellectual property

Proprietary drawings, documents, and technical specifications may not be copied or disclosed to third parties without written authorisation. The customer guarantees that the use of its drawings does not infringe the rights of third parties.

15. Confidentiality

All technical, commercial, or production information exchanged remains confidential and may not be disclosed to third parties without written consent, except as required by law.

16. Applicable law

16.1. Sales in Italy

For all sales made to customers based in Italy, the agreement is governed by Italian law.

16.2. Sales abroad

For all sales made to customers based outside Italy, the agreement is likewise governed by Italian law. The Italian version of these sales conditions is the only legally binding version; any translations into other languages are provided for information purposes only.

This clause effectively precludes the application of the 1980 Vienna Convention, unless otherwise expressly agreed by the parties.

17. Disputes

In the event of disputes, the Court of Modena will have exclusive jurisdiction.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the customer hereby expressly approves the following clauses: 1 (scope), 2 (exceptions), 6 (cancellation of orders), 8 (delivery and liability), 9 (late payments), 10 (retention of title), 11 (limitation of warranty), 13 (limitation of liability), 16 (applicable law), 17 (jurisdiction).
