



ACCIAI TUBI INOX

STAINLESS STEEL TUBES

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P.IVA: 03721740136
Cap.Soc. 400.000€ int. Versato

GENERAL TERMS AND CONDITIONS OF SALE

Art. 1. General provisions

1. These General Sales Conditions (hereinafter also "GSC") shall govern all current and future contracts of sales (hereinafter also the "Contract") between ATI S.r.l. (C.F. e P. IVA 03721740136), with registered office in 22036 Erba (Como – Italy), Viale Resegone n. 7 (hereinafter also the "the Seller") and ATI S.r.l. clients (hereinafter also "the Buyer").
2. Any kind of general terms and conditions set out by the Buyer shall not be applicable to the Contracts, even if not expressly rejected by the Seller at the time of their receipt.
3. The Seller's GSC are deemed to have been accepted at the time of the conclusion of the Contracts and/or at the order confirmation.
4. Where the execution of the order by the Seller takes place before the signing of these GSC, the same will be immediately applied as they are published on the Seller's website or if communicated in writing to the Buyer.

Art. 2. Conclusion of the Contract

1. The Contract shall be considered agreed upon at the time ATI s.r.l. confirms in writing the acceptance of the order (order confirmation) or issues the relevant proforma or invoice.
2. Any modification or annulment of the order requested by the Buyer shall only be considered if received in writing by ATI s.r.l. within 7 (seven) days after the order confirmation. Once this term has expired, the Buyer shall fulfil any order submitted.

Art. 3. Technical specification – Reference Standards

1. The goods sold by the Seller are described in the technical specification ("Reference Standards"). Any variations or modifications with respect to what is indicated in the Reference Standards shall be agreed in advance in writing between the Parties.
2. Weights, dimensions, capacities, prices and any other data present in the Seller's catalogs, prospectuses, circulars, illustrations and price lists are only approximate. These data can be binding only if expressly provided for in the Contract.

Art. 4. Prices and Payment Terms

1. Unless otherwise agreed, the prices are net, in the currency of EURO, without any discount.
2. Extras for small order quantities or express deliveries, shipping and packaging costs, as well as costs for special requests are borne by Buyer and are listed separately on invoice. VAT, if due, is also borne by Buyer.
3. If during the interval between the conclusion of the Contract and the delivery, prices are subject to variations due to unpredictable circumstances (for example, currency fluctuations and supplier prices), ATI s.r.l. has the right to adjust the prices accordingly.
4. Unless otherwise agreed, the payment shall be made by bank transfer within the term indicated in the proforma/invoice or in the order confirmation. Each commission related to the payment by bank transfer must be understood as being charged to the Buyer.
5. Buyer must pay exactly the agreed price and in no case is allowed to make any deductions or distractions or off-setting from the price, unless previously agreed in writing with the Seller.
6. In the case of payment in US dollars, if the exchange rate is unfavorable with respect to the national currency, the Buyer must pay the price by applying the exchange rate in progress on the date of conclusion of the contract.

Art. 5. Delivery terms

1. In accordance with the foregoing, the delivery terms shall be established in the order confirmation.
2. The delivery term shall be extended if:
 - a) all information required to fulfill the contract/order is not received by ATI s.r.l. in due time or if the Buyer modifies it at a later time, causing a delay in delivery;
 - b) Impediments occurred that ATI s.r.l. is not in a position to remedy despite the care provided, regardless of whether they occur at the Seller, at the Buyer or at any third party.
3. In case of delay in delivery, ATI s.r.l. shall not be considered in breach of the obligation to deliver the goods if the delay cannot be ascribed to ATI s.r.l. In any case, ATI S.r.l. shall be considered liable only in case of fraud or gross negligence. At the same time, the Buyer shall not reduce or postpone the payment for the non-delivery of the goods due to reasons not caused by ATI S.r.l., terminate the contract, raise objections for default or claim damages.

Art. 6. Delivery terms and transfer of risk

1. Delivery takes place at Seller's factory (Incoterm 2020 EXW Ex-works), unless otherwise agreed.
2. The risks (loss, damage, or other) pass to the Buyer at the time of delivery of the goods to the first carrier or freight forwarder at the Seller's warehouse.
3. In no case is the Buyer released from the obligation to pay the Price when the perishing or damage of the goods occurs after the passage of the risk.

Art. 7. Packaging, transport and risks

1. The goods travel at the Customer's risk (see Art. 6.1 above). If a different Incoterm has been specifically agreed, the relative rules on the transfer of risk shall apply.
2. Unless otherwise agreed, various packaging and transport cost are borne by the Buyer.
3. Any insurance for transport risks and of any other nature shall be entered into only if requested by the Buyer and at its own cost.



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4. In the absence of specific instructions, ATI s.r.l. is entitled to forward the goods with the mean of transportation that it considers most appropriate.

Art. 8. Examination and acceptance of the goods

1. Buyer shall check the goods within 8 (eight) business days from receipt of the goods and shall inform in writing ATI s.r.l. concerning any defects. After the above term, the goods shall be considered as accepted even in presence of defects.
2. In the event that defects cannot be identified by diligent inspection of the Buyer at the time of receipt, the related complaints (notification of hidden defects) shall be communicated to ATI s.r.l., under penalty of loss of right, by registered letter within 8 (eight) days from the date of the discovery of the defect and in any case not later than 1 (one) year from the delivery. Otherwise, the goods shall be considered accepted even if defective.
3. In any case, the notification of apparent or hidden defects, always under penalty of loss of the right, shall accurately specify the defect found and the goods to which it refers.
4. In order to verify whether the goods meet with the requirements set out in the Contract, reference should be made to the condition of the goods when they leave the Seller's warehouse.
5. If it is verified the existence of defects in the goods provided by ATI s.r.l. and are attributable to it, the later is entitled to replace that part of the goods which are defective or, at its discretion, to eliminate the defects, within 90 (ninety) days from the valid claim. The Buyer shall consider those 2 options as absorbent and excluding any other effect provided by art. 1492 of Italian Civil Code and adequate to compensate for any damage.
6. In the event of defects in the goods, under penalty of loss of warranty rights, the Buyer shall guard separately the defective or non-conforming products and immediately interrupt their use, allowing the Seller to verify the existence of the defects within and no more than 15 (fifteen) days after the complaint.
7. ATI s.r.l. will not accept any complaint against goods not stored in suitable place and conditions or in the original packaging, or in the event that the Buyer does not make available the goods complained, or at least samples of such goods, within the aforementioned term.
8. The Buyer shall not claim other rights for defects of any kind, except those expressly mentioned in this Article.

Art. 9. Retention of ownership

1. The supply of all goods sold is subject to the retention of ownership in favor of ATI s.r.l. until the full and definitive payment by the Buyer of all receivables arising at the time of the conclusion of the Contract and also of any other debts owed by the Buyer to the Seller, including those not mentioned in the Contract but subject to regular invoicing.
2. For goods sold in a foreign country, the Buyer undertakes to do what is necessary to establish a valid retention of title in the aforementioned country in the widest form permitted or to put in place a similar form of guarantee (eg. Security interest) in favor of the Seller. The Seller is authorized as of now to carry out any formalities necessary to make the retention of title enforceable against third parties
3. In the event of seizure or other constraint placed by third parties on such goods, the Buyer shall notify the Seller in writing, without delay, providing all the information and documentation necessary to safeguard its rights. The Buyer is, however, required to disclose to the court officer and to third parties the existence of the retention of ownership in favor of ATI s.r.l. as well as to bear all the costs necessary to avoid or remove the attachment of constraints on the goods and to retrieve the availability of the goods.

Art. 10. Failure to pay

1. Failure to pay even one invoice is a serious breach and authorizes ATI s.r.l. to suspend further deliveries.
2. Likewise, if the Contract provides for a form of delayed payment and the Buyer does not pay within the terms, ATI s.r.l. shall be entitled to revoke this condition and to demand advance payment for further deliveries.
3. If the payment is not made within the deadline set out in the invoice, ATI s.r.l. shall be free to demand interest for late payment, without prior notice and without prejudice to any claim for damages, from the day following the expiration of the invoice, at the rate set out in art. 5 of Legislative Decree no. 231 of 9 October 2002. ATI s.r.l. reserves the right to further charges the Buyer, also for cost and legal expenses.
4. If the Buyer's delay in payment is longer than 15 days over the agreed date, the Contract will be terminated by law upon the sole declaration of ATI s.r.l. to take advantage of this clause. Consequently, ATI s.r.l. is entitled to request the immediate return of the goods at Buyer's cost, in addition to compensation for damages.
5. In case of delay in the payment the above-mentioned term, the Buyer shall at any time grant ATI s.r.l. the right to access into its premises and to remove the goods supplied. In such a case, the removal of the goods shall not exclude the Seller's right to compensation for damages.
6. If the Buyer is unable or unwilling to pay the goods at the agreed date, ATI s.r.l. is entitled to make the delivery of the goods subordinated to the performance of adequate guarantees (such as a surety or an autonomous bank guarantee) or reserves the right to make the supplies still pending only against payment in advance.
7. In no case the Buyer shall delay, suspend or interrupt the payment of the sold goods without the prior written consent of the Seller. The Buyer shall not, in order to avoid or delay the agreed payment, propose any actions and make exceptions to the Contract or its execution, but will be liable for the full payment. Any right of the Buyer, even recovery, shall be exercise against the Seller only after such payment.
8. If Buyer's financial situation gives rise to justified concerns, ATI s.r.l. reserves the right to demand payment in advance for orders in progress.



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Art. 11. Guarantee

1. The Seller guarantees that the goods comply with the Reference Standards and any Certifications issued (with the tolerances indicated in the Reference Standards or contractually agreed or envisaged according to international standards) for a period of 12 (twelve) months from delivery of the goods or otherwise shorter period required by international standards.
2. The Seller does not guarantee the compliance of the goods with particular specifications or technical characteristics or their suitability for particular uses (by the Buyer or any end users) except to the extent that these characteristics have been expressly referred to in the Contract.
3. The Seller's guarantee does not cover defects deriving from defective processing, maintenance or repairs made by parties other than the Seller or his agents, nor from normal deterioration. In no case the Seller is responsible for the lack of conformity and for the defects that have their cause in a fact subsequent to the passage of the risk.
4. This guarantee absorbs and replaces the guarantees or responsibilities provided for by law and excludes any other liability of the Seller in any case originating from the goods.
5. This guarantee is recognized by the Seller exclusively towards the Buyer and will not work in favor of third parties, including but not limited to the Buyer's final customers

Art. 12. Liability

1. ATI s.r.l. shall be exempted from any liability that does not depend on fraud or gross negligence. Gross negligence does not include any and all lack of adequate care or expertise, but it means an act or omission by the Seller which implies or a failure to take into account those serious consequences that a conscientious supplier would normally have foreseen as likely to occur, or a deliberate neglect of any consequence deriving from such act or omission.
2. The Seller shall not be liable for any indirect or consequential damage originating from the goods, including, but not limited to, loss of earnings, loss of turnover, collection campaigns
3. In the event, however, of Seller's liability towards the Buyer, damages shall not exceed the value of the goods related to the Contract in the execution of which the conduct of the Seller has been detrimental.
4. Buyer shall verify that the products it wants to purchase from the Seller comply with the applicable regulations. ATI s.r.l. is therefore exempted from any liability where, for lack of exams and cautions mentioned above, the choice exempted from any liability where, for lack of exams and cautions mentioned above, the choice in the order of purchase of the Seller's products reveals to be incorrect or inappropriate or involves prejudice of any kind and, in particular, to persons or properties .
4. The exclusions or limitations of Seller's liability are equally applicable to the personal liability of its employees, workers, assistants, agents and auxiliary staff.
5. The Buyer is obliged to release the Seller and to keep it indemnified, also in case of damages, for infringements of rights that may be charged, even in part only, to the Buyer himself.

Art. 13. Impossibility of performance and no-liability for non-fulfillment - force majeure

1. ATI s.r.l. is entitled to suspend the performance of its contractual obligations if such execution became impossible or unreasonably burdensome by an impediment independent of its will, such as – only as illustrative example: strike, boycott, lockout, fire, earthquake, flood, war (declared or not), civil wars, riots and revolutions, requisitions, embargoes, power outages, pandemic and all those causes that are normally included in the concept of force majeure or accidental case.
2. If circumstances of force majeure or accidental case constitute a permanent, definitive and irreparable impediment to the performance of the Seller's duties, it shall be entitled to terminate the Contract.
3. Similarly ATI s.r.l. shall not be required to perform its obligation if its execution became impossible or unreasonably burdensome because of all those events and circumstances outside the Seller and dependent on third parties with which it cooperates or with which it has commercial or professional relationships (such as those responsible for the processing of the goods), such as insolvency procedures of any kind.

Art. 14. Trademarks and Confidential Information

1. The execution of the Contract does not give the Buyer any rights to the trademarks and distinctive signs of ATI s.r.l. which remains the exclusive owner of the same.
2. All the technical documentation and Know-How (so-called Confidential Information), whether patented or not, transmitted by ATI s.r.l. to the Buyer under the Contract are the exclusive property of ATI s.r.l. and therefore cannot be copied, transmitted to third parties or used by the Purchaser and / or any third party.
3. The Buyer undertakes to keep with the utmost care the Confidential Information that will be used by the Buyer only for the execution of the Contract and not for other purposes

Art. 15. Data protection Law

1. The personal data of the Buyer shall be processed in accordance with the Italian data protection law (Legislative Decree no. 196/2003). The Seller inform the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement. Pursuant article 7 of the Italian Legislative Decree no. 196/2003, the Buyer has the right to ask to the Seller the updating, amendment, integration, writing off and transformation in anonymous form of its data.

Art. 16. Applicable Law and Jurisdiction



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1. The Contract, the order, the order confirmation and any negotiations among the Seller and the Buyer are governed by Italian Law.
2. For all disputes arising out of or in connection with these GSC, as well as those arising out of, or related to, the Contracts between the Seller and the Buyer and any commercial relationship, and those relating to non-contractual obligations of the latter, the jurisdiction shall be Italian and the competent Court shall be the Court of Como.
3. It is agreed between parties that the Seller, at its own discretion, may have the faculty to waive the exclusive jurisdiction set forth in previous paragraph to bring an action against the Buyer in its place of business and before any court of competent jurisdiction.

Art. 17. Miscellaneous

1. Should one or more of these GSC become or become invalid or ineffective, in whole or in part, the validity and effectiveness of the remaining clauses will remain valid. In this case, Seller and Buyer shall agree new clauses in lieu of invalid or ineffective ones, with a legal and economic meaning as much possible similar to those replaced.
2. The provisions of the Italian Civil Code shall apply to all matters not expressly provided for in these GSC.
3. In case of conflicts and/or discrepancies among the Italian and the English Text of the above GSC, the Italian Text shall prevail.