



Sale Terms

OFFERS – ORDERS – ORDER CONFIRMATIONS

Offers made by C.L.A. shall be valid for 30 days from the date of transmission to Customer, unless otherwise specified by writing.

Any Order placed by the Customer must be sent in writing (fax or e-mail) and shall not be regarded as accepted before these have been confirmed by CLA in writing.

Any order placed by the Customer must contain all the information necessary for a correct description of:

- the characteristics of the Products ordered,
- the time of shipment and delivery;
- the price and terms of payment;
- the type of packaging;
- the Incoterms.

PACKAGING AND SHIPMENT

With standard packaging, the Products are positioned on wooden pallets and wrapped in a protective polyethylene film or alternatively inserted into a cardboard box.

Any requests for different or more protective packaging must be previously agreed in writing in the contract, and will be charged to the client in the invoice.

The standard Incoterm is “Ex Works” unless otherwise specified and agreed in writing in the contract.

RECOMMENDATIONS FOR STORAGE AND HANDLING OF PRODUCTS

To prevent oxidation, deterioration and other damages to materials, CLA underline the importance of correct product storage and handling before installation.

In particular, the Customer must follow the following rules:

- Any products that feature painted materials, must be stored indoors *and in a dry place*, in order to prevent weathering (weather distress) such as rain, snow, sun, humidity, sudden changes in temperature.
- Pallets with products should be stored in a dry place and should be inclined in order to permit the runoff of condensation and to prevent water stagnation.
- Pallets with products must be sheltered from rain and night humidity; if it is necessary to store the Pallets with products outdoors, these must be sheltered with a waterproof tarpaulin which also ensures adequate ventilation.
- The products must be lifted with ropes fastened to eyebolts, when these are provided.
- Large pallets or boxes will feature specific indications in order to be lifted with forklift trucks.

The handling of a single product shall be made by lifting the product itself without scraping it on the product below.



WARRANTY

General Rule

CLA warrants to its Customers that the Products it sells are free from defects in materials and workmanship and are compliant with the description agreed with the Customer (in the contract). Warranty against defects shall have a maximum validity of 12 months from the date of delivery of the products to the Customer.

CLA does not warrant that the Products conform to special specifications or technical features or that they are suitable for particular usages except to the extent that such characteristics have been expressly agreed upon in the Contract or in documents referred to for that purpose in the Contract.

Warranty – Customer’s duty to inspection

The customer shall verify the conformity of products in accordance with what has been agreed in the Contract. CLA undertakes to remedy any defects, lack of quality or non-conformity of the products, according to the following conditions:

- 1) Any complaint relating to packaging, quantity, number, or exterior features of the Products (such as measurement errors, manufacturing defects, lack of features or characteristics) must be notified to the Seller, in writing, within 8 days from receipt of the Products.

When the Products are delivered to the client in closed boxes or packages the term above is extended to 30 days from receipt of the Products. Failure to notify within the above term signifies the full acceptance of the Products by the Customer and the Customer's right to claim damages or other rights for the above defects will be forfeited.

- 2) Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Seller, in writing, within 8 days from discovery of the defects and in any case not later than 12 months from the date of delivery; failing such notification the Customer's right to claim for the above defects will be forfeited.

Warranty – Effects.

CLA’s only obligation in case of defects, lack of quality or non-conformity of the Products will be that of repairing or replacing the defective Products. It is agreed that the above mentioned guarantee (i.e.: the obligation to repair or replace the Products) is in lieu of any other legal guarantee or liability to the exclusion of any other kind of liability (whether contractual or non-contractual) which may in any case arise out of or in relation to the Products supplied (e.g. compensation of damages, loss of profit, transport costs) and which may exceed the value of the defective products.

Warranty - Exclusions

The warranty against defects does not cover:

- The normal wear and tear of Products supplied;
- Any damage caused by handling or storage not compliant with the instructions and recommendations instructions provided by CLA
- Any damage caused by incorrect installation of the Products.
- Any damage resulting from the use or the installation of the Products in environmental, climatic or physical conditions (i.e. high salinity levels):
 - that are not indicated by the Customer in the contract, or
 - that are not suitable to the features, characteristics of materials and treatments indicated in the product description and/or agreed upon in the Contract or in documents referred to for that purpose in the Contract.