GENERAL CONDITIONS OF SALE

INTRODUCTION

These general conditions:
(a) apply to all offers, estimates, sales, supplies, deliveries, as well as all measures and operations relating to or resulting from them taken or agreed upon between the Bisazza Company (hereinafter referred to as the “Bisazza Group” or the “Bisazza company”), and/or its distributors and/or dealers and/or any other person or persons engaged by the Bisazza Group (hereinafter referred to as “Bisazza” or the “seller”), and/or those of any of its overseas branch offices or branch offices abroad, whether Italian or not, and their suppliers or customers, and/or any person or persons engaged by them (hereinafter referred to as “the Buyer”);
(b) all buyers are deemed to be familiar with them and they form an integral part of the order;
(c) if they are cancelled and/or in any event become invalid under any other conflicting clause printed and/or handwritten on orders, requests for offers or in the buyer’s correspondence.

1) OFFER AND ACCEPTANCE

1.1 No offer made by Bisazza shall be treated as being binding.
1.2 An order which is sent by the buyer to the seller in written form (also by fax, e-mail or other electronic means) shall become binding only upon receipt of the order confirmation from Bisazza (hereinafter referred to as the “seller”).
1.3 The supply shall include the materials and quantities specified in the Bisazza order confirmation, which shall constitute the contract which shall be concluded upon the receipt of the order and which shall control the delivery of the goods and shall govern the terms and conditions of delivery, payment and other obligations of the parties. No previous discussion or other correspondence of any kind with the Seller shall be binding.
1.4 No request from the buyer for either cancellation or modification will be accepted by Bisazza once a period exceeding 4 days has elapsed from the date on which the order confirmation was issued, at which time it becomes irrevocable.

2) PRICES

2.1 The prices applying to Bisazza products are those indicated in the order confirmation.

3) PACKAGING AND DELIVERY OF MATERIAL

3.1 Standard packaging is in the sale price.
3.2 Mosaic is packed in boxes loaded on pallets, whilst slabs are packed in boxes measuring 29.85 x 29.85 cm. and 60 x 60 cm. and loaded on pallets. The price of packaging other than the standard version shall be quantified when the order is placed.
3.3 Bisazza packaging is not guaranteed in any way and is provided with waterproof protection.

4) MINIMUM QUANTITIES FOR EACH ORDER

4.1 Quantities ordered shall be rounded up to the nearest full box (excluding Oro mosaic tiles). A tolerance of 5% is permitted on the quantity ordered for products which are not standard but custom-produced.

5) DELIVERY CONDITIONS

5.1 Delivery dates are not peremptory, unless otherwise agreed in writing.
5.2 Delivery dates are not therefore the parties to make demands for damages or termination of the contract, even partially.
5.3 The delivery date shall be taken to be that on which the delivery order is issued, or that on which the carrier is notified that the goods are ready for delivery.
5.4 Should force majeure prevent the seller from performing the contract, it may, at its discretion, without seeking the intervention of judicial authorities, suspend or revoke, either in whole or in part, the contract or, if the intervention of judicial authorities is not possible due to force majeure, cancel it.
5.5 The delivery date is taken to cover any circumstances beyond the seller’s control which permanently or temporarily prevent the execution of the contract, such as war or threat of war, uprising, partial or general mobilisation, industrial strike, lack of raw materials, interruption in supply of goods by subcontractors, unforeseen events that affect the business, transportation difficulties, import or export restrictions, frost, fire, epidemic, natural or other disaster or unforeseeable restrictions that render the manufacturing or transportation of the goods either partially or totally impossible. The provisions of this article also apply when the aforementioned circumstances relate to factories, suppliers or other traders from whom the seller purchases or acquires services.

6) PAYMENT CONDITIONS

6.1 Bisazza supplies must be paid for in full adopting the methods described in the order confirmation and/or in the invoice.
6.2 The terms contained in the order confirmation and/or in the sale invoice must be treated as peremptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.
6.3 The Bisazza company is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

7) DEFAULT OR DELAYED PAYMENT

7.1 Once the payment date has fallen due, the buyer, if in breach of settlement, shall be considered automatically in default.
7.2 Delayed payment, even partial, of invoices issued by Bisazza shall therefore immediately give rise to liability for default interest at the official reference rate increased by seven per cent and shall entitle Bisazza to charge any out-of-court legal expenses it has incurred in order to recover the amount outstanding.
7.3 In the event of a default by the Buyer, it being entitled to demand immediately all sums currently owed by the buyer,
(a) suspend or revoke, either in whole or in part, the execution of all supply contracts currently underway with the buyer and/or those connected with it, preceding or following it;
(b) refuse to process any other orders currently underway with the buyer;
(c) suspend payment, either in whole or in part, the execution of all supply contracts currently underway with the buyer and those connected with it, preceding or following it;
(d) revoke any favourable payment terms agreed upon, extending this to other contracts, thereby being entitled to demand immediately all sums currently owed by the buyer;
(e) suspend all obligations imposed upon it by any other contracts entered into with the buyer.

8) WARRANTIES AND SPECIAL CHARACTERISTICS OF MATERIAL

8.1 Bisazza warrants that its material conforms to the aesthetic, chemical, mechanical and dimensional standards indicated in this catalogue/price list, expressly specifying that the colour tones of all the products presented in the sample collections may undergo slight variations within production tolerence limits, and in particular in relation to:
(a) mosaic: the colour of the mosaic tiles is never perfectly uniform or even. Slight chipping in some tiles is a characteristic feature of the product. It is also clearly pointed out that it cannot be guaranteed that colouring in subsequent orders will be identical.
(b) Glass Tiles: slight colour variations or microproperty are characteristics features of the product.
8.2 The customer declares that it is aware of and expressly accepts the characteristics of the Bisazza product described, waiving the right to contest them in any way.

9) COMPLAINTS

9.1 Bisazza shall examine any complaints presented by the Buyer and, so far as the defects are intrinsic to the materials supplied, Bisazza shall, at its discretion, either make a complaint, repair or replace the non-conforming goods, without the Buyer having to show the defect within the period established in the order confirmation. In any event, the buyer is entitled to contest the material that the goods are free from defects.
9.2 In the event that a complaint is not accepted, the Buyer shall have the right to demand the rescission of the contract or the reduction of the sale price and/or damages and the reimbursement of costs incurred in any kind.

10) CONDITIONS APPLYING TO RETURN OF GOODS

10.1 The goods supplied may not be returned, even partially, unless prior written authorisation has been given by Bisazza.
10.2 The customer does not have the right to return goods without the prior written authorisation of Bisazza, which shall be given in writing.
10.3 A request to return goods must reach the company Bisazza before the goods are installed, otherwise it will not be accepted.
10.4 Goods returned due to errors on the part of the customer colour and/or quantity or late variations to the order will not be accepted.
10.5 The return of goods without Bisazza’s prior authorisation using the return goods authorisation form shall not be accepted. As regards goods returned from within national territory, the return authorisation will indicate the transportation company that must handle the goods at Bisazza’s expense.
10.6 The goods must be returned in their original packaging, completely intact, loaded on pallets if necessary, and protected from damp.
10.7 If the returned goods reach the Bisazza warehouse in a damaged state, they will not be accepted.
10.8 Packages shall be marked and packed in such a manner that the goods are secure and complete at the factory outlet, as well as by the Buyer’s transport, in a manner that ensures that the goods are in the same condition as they were when last checked by Bisazza.
10.9 Bisazza reserves the right to charge a fee on goods returned without prior, written authorisation.

11) LIABILITY ARISING FROM SUPPLIES

11.1 Bisazza shall never be held liable for consequential damages, including loss of profit, actual damage, loss of income and down time.
11.2 The limitation to liability described above do not apply in the event of fraud or serious fault on the part of the supplier.
11.3 The buyer, at its own risk, must take care of the materials supplied to it, as well as any other goods they will be placing on the market.

12) RESPONSIBILITIES CONCERNING THE LA YING OF MATERIAL

12.1 Bisazza assumes no responsibility for the laying of the mosaic along with the supply of the material. Bisazza therefore declines all responsibility for defects and/or flaws that may be attributed to laying operations. The company does not take responsibility for claims or damages for compensation of damage stemming from defects and/or flaws caused during laying operations that prejudice the use of the material supplied, if the physical, chemical, mechanical and dimensional characteristics of the said material conform with the standards established when it was ordered and supplied.

13) PATENTS, TRADEMARKS, DISTINCTIVE SIGNS, SOFTWARE

13.1 The Buyer may not, under any circumstances, use, cancel or remove any indication relating to patents, trademarks, business names or any other distinctive signs or software present on the goods or materials supplied by Bisazza, without prior written authorisation from Bisazza.

14) APPLICABLE LAW - JURISDICTION AND COMPETENT AUTHORITIES

14.1 Any dispute stemming from these General Conditions and/or orders placed on the basis thereof shall be regulated, in so far as not covered by these conditions of sale, exclusively by the laws of the country in which the Bisazza company signs the order confirmation is domiciled.
14.2 All disputes shall be referred to the exclusive jurisdiction of the ordinary courts of the state to which the Bisazza company signs the order confirmation.
14.3 An exception to any legal or customary criterion, exclusive jurisdiction is also given to the courts of the city in which the Bisazza company signs the order confirmation has its registered office.
GENERAL CONDITIONS OF SALE

INTRODUCTION

These general conditions:
(a) apply to all offers, estimates, sales, supplies, deliveries, as well as all measures and operations relating to or resulting from them taken on behalf of the Bisazza group (hereinafter referred to as "Bisazza" or the "seller"), submitted and/or entered into with its distributors and/or dealers and/or in any event related professional subjects purchasing Bisazza products, not only as far as final customers, but also as part of their wholesalers and/or sales or business activities theretofore indicated above under the title of the Bisazza group (hereinafter referred to as "Bisazza" or the "seller"), submitted and/or entered into with its distributors and/or dealers and/or in any event related professional subjects purchasing Bisazza products, not only as far as final customers, but also as part of their business activities in relation to or resulting from them; and/or
(b) apply to all orders, expressly specifying that the colour tones of all the products presented in the sample collections may undergo slight variations within production tolerance limits, and in particular in relation to:
(c) ceramic tile; dimensional and chromatic variation is intrinsic to this production process and involves a number of manual steps and is a distinctive feature of the product.

2) OFFER AND ACCEPTANCE

(a) No offer made by Bisazza shall be treated as binding.

(b) The price applying to Bisazza products are those indicated in the order confirmation.

(c) Bisazza packaging is not guaranteed in any way to provide the merchandise and products with waterproof protection.

3) PACKAGING AND DELIVERY OF MATERIAL

(a) Standard packaging is included in the sale price.

(b) Cement tiles are packed in boxes loaded on pallets. The price of packaging other than the standard version shall be quantified when ordered.

(c) Bisazza does not accept any responsibility for any damage resulting from incorrect storage or use of packaging.

4) MINIMUM QUANTITIES FOR EACH ORDER

(a) All tiles are sold either by the sqaure (12 pieces per box) or by the piece. Fregi (Borders) are sold by the linear metre or by the piece.

(b) For orders of a full 12-piece box with the same code, the price is by the sqaure.

(c) In all other cases (orders of less than 12 pieces or quantities not in multiples of 12), the price will be determined by the individual pieces.

(d) The fragi (Borders) corner price is per piece, minimum selling quantity 4 pieces (1 box).

5) DELIVERY CONDITIONS

(a) Delivery terms contained in the order confirmation and/or invoices must be treated as peremptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.

(b) The Bisazza company is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

6) PAYMENT CONDITIONS

(a) Payment terms contained in the order confirmation and/or invoices must be treated as peremptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.

(b) The Bisazza company is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

7) DEFECT OR DELAYED PAYMENT

(a) Once the payment date has fallen due, the buyer, if in breach of settlement, shall be considered automatically in default.

(b) Delayed payment, even partial, of invoices issued by Bisazza shall therefore immediately give rise to default interest at the annual rate of 6%, with the possibility of changing the rate on the basis of exchange rates and experience relating to the said value and/or quantities and shall have precedence over the offer and/or customer’s claim.

(c) No request from the buyer for either cancellation or modification will be accepted by Bisazza once a period exceeding 4 days has elapsed from the day on which the order confirmation was issued, at which time it becomes irrevocable.

8) PRICES

(a) The prices applying to Bisazza products are those indicated in the order confirmation.

9) WARRANTIES AND SPECIAL CHARACTERISTICS OF MATERIAL

(a) Bisazza warrants that its material conforms to the physical, chemical, mechanical and dimensional standards indicated in this catalogue and order, expressly specifying that the colour tones of all the products presented in the sample collections may undergo slight variations within production tolerance limits, and in particular in relation to:

(b) ceramic tile; dimensional and chromatic variation is intrinsic to this production process and involves a number of manual steps and is a distinctive feature of the product.

10) COMPLAINTS

(a) Complainants mean any protests made by the buyer that refer to the quality of the goods or items supplied. When the goods are received, the buyer must check them or have them checked to ensure that they conform to contractual specifications.

(b) The buyer may not claim that the goods supplied do not conform to the specifications contained in the order if it has failed to check the products in the manner described or has failed to notify the seller of the defect within the terms indicated in point 9.3 below.

(c) The buyer must report defects in writing to the seller within and not beyond a period of 8 days from receipt of the goods, upon pain of forfeiture. In any event, the right to take action to enforce these rights shall, without prejudice to the term of 8 days, become statute-barred one year after delivery of the goods.

(d) Complaints must be submitted in writing, giving the data contained in the order confirmation, the pack identification numbers and the invoice and bill of lading numbers.

(e) If a complaint is made, the buyer must ensure that the contested goods are made available to technicians and experts sent by the seller.

(f) In the event that a complaint is submitted in time and proves to be founded following checks carried out by Bisazza technicians, the company shall only be liable for replacing the non-conforming goods, without entitling the buyer to demand the rescission of the contract or the reduction of the sale price and/or damages and the reimbursement of costs incurred of any kind.

11) APPLICABLE LAW - JURISDICTION AND COMPETENT AUTHORITIES

(a) All disputes shall be referred to the exclusive jurisdiction of the ordinary courts of the state to which the Bisazza company signing the order confirmation belongs.

(b) Any dispute stemming from these General Conditions and/or orders placed on the basis thereof shall be regulated, in so far as not covered by these conditions of sale, exclusively by the laws of the country in which the Bisazza company signing the order confirmation is domiciled.

(c) All disputes shall be referred to the exclusive jurisdiction of the ordinary courts of the state to which the Bisazza company signing the order confirmation belongs.

(d) As an exception to any legal or customary criterion, exclusive jurisdiction is also given to the courts of the city in which the Bisazza company signing the order confirmation has its registered office.

12) RESPONSIBILITIES CONCERNING THE LAYING OF MATERIALS

(a) Bisazza does not in any way supply the service of laying the mosaic along with the supply of the material.

(b) Bisazza therefore declines all responsibility for defects and/or flaws that may be attributed to laying operations. The company does not take any responsibility for any inaccuracies or errors stemming from defects and/or flaws caused during laying operations that prejudice the use of the material supplied, if the physical, chemical, mechanical and dimensional characteristics of the said material conform to the standards established when it was ordered and supplied.

13) PATENTS, TRADEMARKS, DISTINCTIVE SIGNS, SOFTWARE

(a) Bisazza expressly recognises that the BISAZZA name and logo, its graphic composition and know how relating to the products supplied constitute intellectual and industrial property owned by BISAZZA S.P.A., and/or companies in the group protected by laws relating to copyright and industrial property.

(b) Any improper use thereof shall be sanctioned in accordance with the law.

(c) The buyer may not, under any circumstances, use, cancel or remove any indication relating to patents, trademarks, business names or logo affixed by Bisazza to the products supplied without its prior written authorisation.

14) APPLICABLE LAW - JURISDICTION AND COMPETENT AUTHORITIES

(a) Any dispute stemming from these General Conditions and/or orders placed on the basis thereof shall be regulated, in so far as not covered by these conditions of sale, exclusively by the laws of the country in which the Bisazza company signing the order confirmation is domiciled.

(b) All disputes shall be referred to the exclusive jurisdiction of the ordinary courts of the state to which the Bisazza company signing the order confirmation belongs.

(c) As an exception to any legal or customary criterion, exclusive jurisdiction is also given to the courts of the city in which the Bisazza company signing the order confirmation has its registered office.
GENERAL CONDITIONS OF SALE

INTRODUCTION
These general conditions:
(a) apply to all offers, estimates, sales, supplies, deliveries, as well as all measures and operations relating to or resulting from them taken or carried out by Bisazza S.p.A. and/or its overseas branch offices and/or agency of the companies, whether Italian or foreign, in the Bisazza group and, hereafter referred to as “Bisazza” or the “seller”, submitted and/or entered into with its distributors and dealers and/or in any event professional subjects purchasing Bisazza products, not as final customers, but as part of their sales or business activities (hereinafter referred to as the “buyer”);
(b) all buyers are deemed to be familiar with them and they form an integral part of the order;
(c) they cancel and in any event take precedence over any other conflicting clauses printed and/or handwritten on orders, requests for offers or in the buyer’s correspondence.

1) OFFER AND ACCEPTANCE
1.1 No offer made by Bisazza shall be treated as binding.
1.2 An order which is sent by the buyer to the seller in written form (also by fax, e-mail or other electronic means) shall become binding on Bisazza solely and exclusively when the company sends the buyer its signed order confirmation.
1.3 The supply shall include the materials and quantities of merchandise specified in the Bisazza order confirmation, which shall constitute the only document from which to derive the delivery prices and quantities and shall have precedence over the order and/or customer’s order.
1.4 No request from the buyer for either cancellation or modification will be accepted by Bisazza once a period exceeding 4 days has elapsed from the date on which the order confirmation was issued, at which time it becomes irrevocable.

2) PRICES
2.1 The prices applying to Bisazza products are those indicated in the order confirmation.
2.2 The product for both formats is packed in boxes and loaded on pallets. The price of packaging other than the standard version shall be quantified when the order is placed.
2.3 Bisazza packaging is not guaranteed in any way to provide the merchandise and products with waterproof protection.

3) MINIMUM QUOTATIONS FOR EACH ORDER
4.1 Quantities ordered shall be rounded up to the nearest full box (excluding Orio mosaic tile). A tolerance of 5% is permitted on the quantity ordered for products which are not standard but custom-produced.

5) DELIVERY CONDITIONS
5.1 Dates for delivery are not peremptory, unless otherwise agreed in writing.
5.2 Delays do not therefore entitle the parties to make demands for damages or termination of the contract, even partially.
5.3 The delivery date shall be taken to be on which the delivery note is issued, or that on which the customer is notified that the goods are ready for delivery.
5.4 Should force majeure prevent the seller from performing the contract, it may, at its discretion, without seeking the intervention of judicial authorities, either suspend execution until such time that the circumstances giving rise to the force majeure have ceased, or terminate the contract without thereby losing, without seeking the intervention of judicial authorities and with the prior written consent of the buyer, the sale of the goods by subcontractors, unforeseen events that affect the business, transportation difficulties, import or export restrictions, frost, fire, epidemic, natural or other disaster and other unforeseen restrictions that hinder the manufacturing or transportation of the goods either partially or totally impossible. The provisions of this article also apply when the aforementioned circumstances relate to factories, suppliers or other traders from whom the seller purchases goods or acquires services.
5.5 The Bisazza company shall not be held liable any longer once the goods are handed over to the carrier (agreement with whom the buyer must directly arrange) or the carrier shall not have received. Shipment, either by sea or road, of supplies abroad must satisfy the conditions established as such case arises, set out in Incoterms approved by the International Chamber of Commerce in 2000 and subsequent versions thereof.

6) PAYMENT CONDITIONS
6.1 Bisazza supplies must be paid for in full adopting the methods described in the order confirmation and/or in the invoice.
6.2 The terms contained in the order confirmation and/or in the sale invoices must be treated as peremptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.
6.3 Bisazza company is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

7) DEFAULT OR DELAYED PAYMENT
7.1 Once the payment date has fallen due, the buyer, if in breach of settlement, shall be considered automatically in default.
7.2 Delayed payment, even partial, of invoices issued by Bisazza shall therefore immediately give rise to liability for direct interest at the official reference rate increased by seven points and shall entitle Bisazza to charge any out-of-court legal expenses it has incurred in order to recover the amount outstanding.
7.3 In the event of a delay on the part of the buyer or on the event that the seller has reason to fear that the buyer will breach its payment obligations, the seller may, without entitling the buyer to demand damages, without prejudice to any further rights or actions:
(a) demand payment in advance or a guarantee;
(b) refuse to process any other orders currently underway with the buyer;
(c) suspend or revoke, either in whole or in part, the execution of all supply contracts currently underway with the buyer or those connected with the seller, preceding or following it;
(d) notify the buyer that the company has suspended all obligations imposed upon it by any other contracts entered into with the buyer;
(e) suspend all obligations imposed upon it by any other contracts entered into with the buyer.

8) WARRANTIES AND SPECIAL CHARACTERISTICS OF MATERIAL
8.1 Bisazza warrants that its material conforms to the physical, chemical, mechanical and dimensional standards indicated in this catalogue/leaflet.
8.2 It shall be reminded that wood is a natural and heterogeneous material; therefore, two samples of the same wood will never be perfectly identical. Variations in terms of dimensions and color are within the tolerance of a manufacturing process that involves a number of manual processes, and shall be considered distinguishing features of the product itself. It is also clearly pointed out that this cannot be guaranteed that colouring in subsequent orders will be identical.

9) COMPLAINTS
9.1 Complaints mean any protests made by the buyer that refer to the quality of the goods or items supplied. When the goods are received, the buyer must check them or have them checked to ensure that they conform to contractual specifications.
9.2 The buyer may not claim that the goods supplied do not conform to the specifications contained in the order if it has failed to check the products in the manner described or has failed to notify the seller of the defect within the terms indicated in point 9.3 below.
9.3 The buyer must report defects in writing to the seller within and not beyond a period of 8 days from receipt of the goods, upon pain of forfeiture. In any event, the right to take action to enforce these rights shall, without prejudice to the term of 8 days, become statute barred one year after delivery of the goods.
9.4 Complaints must be submitted in writing, giving the data contained in the order confirmation, the pack identification numbers and the invoice and bill of landing numbers.
9.5 If a complaint is made, the buyer must ensure that the contested goods are made available to technicians and experts sent by the seller. In the event that a complaint is submitted in time and proves to be founded following checks carried out by Bisazza technicians, the company shall only be liable for replacing the non-conforming goods, without entitling the buyer to demand the rescission of the contract or the reduction of the sale price and/or damages and the reimbursement of costs incurred of any kind.

10) CONDITIONS APPLYING TO RETURN OF GOODS
10.1 The goods supplied may not be returned, except partially, unless prior written authorisation has been given by Bisazza.
10.2 Customised goods which have been made to order, cannot be returned or refunded at any time.
10.3 In order to return goods, the company Bisazza must receive a written request from the buyer within eight days from receipt of the material.
10.4 Requests received beyond that period will not be taken into consideration.
10.5 A request to return goods must reach the company Bisazza before the goods are installed, otherwise it will not be accepted.
10.6 Goods returned due to errors on the part of the customer (colour, format and/or quantity) or late variations to the order will not be accepted.
10.7 The return of goods returned from within national territory, the return authorisation will indicate the transportation company that must handle the arrival of the goods at Bisazza’s expense.
10.8 The goods must be returned in their original packaging, completely intact, loaded on pallets if necessary, and protected from damp.
10.9 If the returned goods reach the Bisazza warehouse in a damaged state, they will not be accepted.
10.10 The package must enclose a copy of the authorisation form with the final date for the goods to be returned clearly marked, as well as the buyer’s transportation document which indicates, clearly and legibly, the quantity and description of the goods returned.
10.11 Bisazza reserves the right to charge any costs whenever, after the materials have been checked at its factory premises, the request for their return proves to be unfounded.

11) LIABILITY STEMMING FROM SUPPLIES
11.1 The seller shall never be held liable for consequential damages, including loss of profits, actual damage, loss of income and down-time.
11.2 The limitations to liability described above do not apply in the event of fraud or serious fault on the part of the seller.
11.3 The buyer holds the seller harmless against any claims that may be put forward by third parties, including the seller’s or buyer’s employees, relating to the goods supplied.

12) RESPONSIBILITIES CONCERNING THE LAYING OF MATERIALS
12.1 Bisazza does not in any way supply the service of laying the product along with the supply of the material.
12.2 Bisazza therefore declines all responsibility for defects and/or flaws that may be attributed to laying operations. The company does not therefore undertake any responsibility or compensation of damage stemming from damages caused during the operations that prejudice the use of the material supplied, if the physical, chemical, mechanical and dimensional characteristics of the said material conform to the standards established when it was ordered and supplied.

13) PATENTS, TRADEMARKS, DISTINCTIVE SIGNS, SOFTWARE
13.1 The buyer fully recognises that the BISAZZA name and logo, its graphic composition and know-how relating to the products supplied constitute intellectual and industrial property owned by BISAZZA S.P.A and/or companies in the group protected by laws relating to copyright and industrial property. Any improper use thereof shall be sanctioned in accordance with the law.
13.2 The buyer may, under any circumstances, use, cancel or remove any indication relating to patents, trademarks, business names or origin afforded by Bisazza to the products supplied without prior written authorisation.

14) APPLICABLE LAW - JURISDICTION AND COMPETENT AUTHORITIES
14.1 Any dispute stemming from these General Conditions and/or orders placed on the basis thereof shall be regulated, in so far as not covered by these conditions of sale, exclusively by the laws of the country in which the Bisazza company signing the order confirmation belongs.
14.2 All disputes shall be referred to the exclusive jurisdiction of the ordinary courts of the state to which the Bisazza company signing the order confirmation belongs.
14.3 As an exception to any legal or customary criterion, exclusive jurisdiction is also given to the courts of the city in which the Bisazza company signing the order confirmation has its registered office.
GENERAL CONDITIONS OF SALE

INTRODUCTION

The following conditions:

(a) apply to all offers, estimates, sales, supplies, deliveries, as well as all measures and operations relating to or resulting from them taken or carried out by Bisazza S.p.a. and/or any of its overseas branch offices and/or any of the companies, whether Italian or foreign, in the Bisazza group (hereafter referred to as “Bisazza” or the “seller”), and/or the companies and/or the individuals, and/or any other event or business activities thereinafter referred to as the “Buyer”;
(b) all buyers are deemed to be familiar with them and they form an integral part of the order;
(c) in no event any event of any other event or business activities thereinafter referred to as the “Buyer”;

1) OFFER AND ACCEPTANCE

1.1 No offer made by Bisazza shall be treated as binding.

1.2 An order which is sent to the buyer in written form (fax, e-mail or other electronic means) shall become binding on Bisazza immediately when the company sends the buyer its signed order confirmation.

1.3 The supplier shall include the materials and quantities of merchandise specified in the Bisazza order confirmation, which shall constitute the final and exclusive expression of the buyer’s purchasing prices and quantities and shall have precedence over the offer and/or customer’s order.

1.4 No request from the buyer for either cancellation or modification will be accepted by Bisazza once a period exceeding 4 days has elapsed from the date on which the order confirmation was issued, at which time it becomes irrevocable.

2) PRICES

2.1 The prices applying to Bisazza products are those indicated in the order confirmation.

3) PACKAGING AND DELIVERY OF MATERIAL

3.1 Standard packaging is included in the sale price.

3.2 Ceramic tiles are packed in boxes loaded on pallets, as specified in the measures and weights chart. The price of packaging other than the standard version shall be quantified when the order is placed.

3.3 Bisazza packaging is not guaranteed in any way to provide the merchandise and products with waterproof protection.

4) MINIMUM QUANTITIES FOR EACH ORDER

4.1 Quantities ordered shall be rounded up to the nearest full box (excluding Orio mosaic tiles). A tolerance of 5% is permitted on the quantity ordered for products which are not standard but custom-produced.

5) DELIVERY CONDITIONS

5.1 Dates for delivery are not peremptory, unless otherwise agreed in writing.

5.2 Delays do not therefore entitle the parties to make demands for damages or termination of the contract, even partially.

5.3 The delivery date shall be taken to be that on which the delivery note is issued, or that on which the customer is notified that the goods are available for collection.

5.4 Force majeure prevents the seller from performing the contract, it may, at its discretion, without seeking the intervention of judicial authorities, either suspend execution until such time that the circumstances giving rise to the force majeure have ceased, or terminate the contract either in whole or in part, without seeking the intervention of judicial authorities and without being liable for damages.

5.5 Force majeure is taken to cover any circumstances beyond the seller’s control which permanently or temporarily prevent the execution of the contract, such as war or threat of war, uprising, partisan or general mobilisation, industrial strike, lack of raw materials, interruption in supply of goods by suppliers, unforeseen events that affect the business, transportation difficulties, import or export restrictions, frost, fire, epidemic, natural or other disaster and other unforeseen restrictions that render the manufacturing or transportation of the goods either partially or totally impossible. The provisions of this article also apply when the aforementioned circumstances relate to factories, suppliers or other traders from whom the seller purchases goods or acquires services.

5.6 The Bisazza company shall not be held liable any longer once the goods are handed over to the carrier (agent whom the buyer must direct to make the delivery).

5.7 Damage, whether by sea or road, if supplies abroad must satisfy the conditions established as each case arises, set out in Incoterms approved by the International Chamber of Commerce in 2000 and subsequent versions thereof.

6) PAYMENT CONDITIONS

6.1 An invoice may be paid for in full adopting the methods described in the order confirmation and/or in the invoice.

6.2 The terms contained in the order confirmation and/or in the sale invoices must be treated as peremptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.

6.3 The Bisazza company is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

7) DEFAULT OR DELAYED PAYMENT

7.1 Once the payment date has fallen due, the buyer, if in breach of settlement, shall be considered automatically in default.

7.2 For each delay of, of invoices issued by Bisazza shall therefore immediately give rise to liability for default interest at the official reference rate increased by ten percentage points and shall entitle Bisazza to charge the buyer any out-of-court legal expenses it has incurred in order to recover the amount outstanding.

7.3 In the event of a delay on the part of the buyer or in the event that the seller has reason to fear that the buyer will breach its payment obligations, the seller shall immediately and without entitling the buyer to demand damages, without prejudice to any further rights or actions:
(a) demand payment in advance or a guarantee;
(b) refuse to process orders currently under way with the buyer;
(c) suspend or revoke, either in whole or in part, the execution of all supply contracts currently under way with the buyer or those connected with it, preceding or following it;
(d) reserve any favourable payment terms agreed upon, extending this to other contracts, thereby being entitled to demand immediately all sums currently owed by the buyer.
(e) suspend all obligations imposed upon it by any other orders entered into with the buyer.

8) WARRANTIES AND SPECIAL CHARACTERISTICS OF MATERIAL

8.1 Bisazza warranties that its material conforms to the physical, chemical, mechanical and dimensional standards indicated in this catalogues.

8.2 The customer declares that it is aware of and expressly accepts the characteristics of the Bisazza product described, viewing the right to contest them in any way.

9) COMPLAINTS

9.1 Complaints mean any protests made by the buyer that refer to the quality of the goods or items supplied. When the goods are received, the buyer must check them or have them checked to ensure that they conform to contractual specifications.

9.2 The buyer may not claim that the goods supplied do not conform to the specifications contained in the order if it has failed to check the products in the manner described or has failed to notify the seller of the defect within the term indicated in point 5.5 below.

9.3 The buyer must report defects in writing to the seller within and not beyond a period of 8 days from receipt of the goods, upon pain of forfeiture. In any event, the right to take action to enforce these rights shall, without prejudice to the term of 8 days, become statute-barred one year after delivery of the goods.

9.4 Complaints must be submitted in writing, giving the data contained in the order confirmation, the pack identification numbers and the invoice and bill of lading numbers.

9.5 If a complaint is made, the buyer must ensure that the contested goods are made available to technicians and experts sent by the seller.

9.6 In the event that a complaint is submitted in time and proves to be founded following checks carried out by Bisazza technicians, the company shall only be liable for replacing the non-conforming goods, without entitling the buyer to demand the rescission of the contract or the reduction of the sale price and/or damages and the remuneration of costs incurred of any kind.

10) CONDITIONS APPLYING TO RETURN OF GOODS

10.1 The goods supplied may not be returned, even partially, unless prior written authorisation has been given by Bisazza.

10.2 In order to return goods, the company Bisazza must receive a written request from the buyer within eight days from receipt of the material. Requests received beyond that period will not be taken into consideration.

10.3 A request to return goods must reach the company Bisazza before the goods are installed, otherwise it will not be accepted.

10.4 Goods returned due to errors on the part of the customer (colour and/or quantity) or late variations to the order will not be accepted.

10.5 The return of goods without Bisazza’s prior authorisation using the goods return authorisation form will not be accepted. As regards goods returned from within national territory, the return authorisation will indicate the transportation company that must handle the arrival of the goods at Bisazza’s expense.

10.6 The goods must be returned in their original packaging, completely intact, loaded on pallets if necessary, and protected from damp.

10.7 If the returned goods reach the Bisazza warehouse in a damaged state, they will not be accepted.

10.8 The packing must enclose a copy of the authorisation form with the final data for the goods to be returned clearly marked, as well as the buyer’s transportation data which indicates, clearly and legibly, the quantity and description of the goods returned.

10.9 Bisazza reserves the right to charge any costs whenever, after the materials have been checked at its factory premises, the request for their return proves to be unfounded.

11) LIABILITY STEMMING FROM SUPPLIES

11.1 The seller shall never be held liable for consequential damages, including loss of profit, actual damage, loss of income and down time.

11.2 The limitations to liability described above do not apply to any event of fraud or serious fault on the part of the seller.

11.3 The buyer holds the seller harmless against any claims that may be put forward by third parties, including the seller’s or buyer’s employees, relating to the goods supplied.

12) RESPONSIBILITIES CONCERNING THE LAYING OF MATERIALS

12.1 Bisazza does not in any way supply the service of laying along with the supply of the material.

12.2 Bisazza therefore declines all responsibility for defects and/or flaws which may be attributed to laying operations. The company does not therefore accept complaints or demands for compensation of damage stemming from defects and/or difficulties caused during laying operations that prejudice the use of the material supplied. If the physical, chemical, mechanical and dimensional characteristics of the said material conform to the standards established when it was ordered and supplied.

13) PATENTS, TRADEMARKS, DISTINCTIVE SIGNS, SOFTWARE

13.1 The buyer expressly recognises that the BISAZZA name and logo, its graphic composition and know how relating to the products supplied constitute industrial and intellectual property by BISAZZA S.P.A. and/or any of its companies (hereinafter referred to as the “Group”) which is protected by laws relating to copyright and industrial property. Any improper use thereof shall be sanctioned in accordance with the law.

13.2 The buyer may not, under any circumstances, use, cancel or remove any indication relating to patents, trademarks, business names or signs offered by Bisazza to the products supplied without its prior written authorisation.

14) APPLICABLE LAW - JURISDICTION AND COMPETENT AUTHORITIES

14.1 Any dispute stemming from these General Conditions and/or orders placed on the basis thereof shall be regulated, in so far as not covered by these conditions of sale, exclusively by the laws of the country in which the Bisazza company signing the order confirmation is domiciled.

14.2 All disputes shall be referred to the exclusive jurisdiction of the ordinary courts of the state to which the Bisazza company signing the order confirmation belongs.

14.3 As an exception to any legal or customary criteria, exclusive jurisdiction is also given to the courts of the city in which the Bisazza company signing the order confirmation has its registered office.
GENERAL CONDITIONS OF SALE

INTRODUCTION

These general terms and conditions:
(a) apply to all offers, estimates, sales, supplies, deliveries, as well as all measures and operations relating to or resulting from their taken or carried out by Bisazza, an Italian private company with the exclusive authority of overseeing branch offices and/or subsidiary companies, whether Italian or foreign, in the Bisazza group (hereafter referred to as “Bisazza” or the “seller”), submitted and/or entered into with its distributors and/or dealers and/or in any event professional subjects purchasing Bisazza products, not as final customers, but as part of their sales or business activities (hereinafter referred to as the “buyer”);
(b) all buyers are deemed to be familiar with them and they form an integral part of the order;
(c) they cancel and in any event take precedence over any other conflicting cause printed and/or handwritten on the invoices, requests for offers or in the buyer’s correspondence.

1) OFFER AND ACCEPTANCE

1.1 No offer made by Bisazza shall be treated as binding.
1.2 An order which is sent by the buyer to the seller in written form (also by fax, e-mail or other electronic means) shall become binding on Bisazza solely and exclusively when the company sends the buyer its signed order confirmation.
1.3 The supplier shall include the materials and quantities of merchandise specified in the Bisazza order confirmation, which shall constitute the only document of reference when checking prices and quantities and shall have precedence over the offer and/or customer’s order.
1.4 No request from the buyer for either cancellation or modification will be accepted by Bisazza once a period exceeding 4 days has elapsed from the date on which the order confirmation was issued, at which time it becomes irrevocable.

2) PRICES

2.1 The prices applying to Bisazza products are those indicated in the order confirmation.
2.2 Bisazza packaging is not guaranteed in any way to provide the merchandise and products with waterproof protection.

3) DELIVERY CONDITIONS

3.1 Standard packaging is included in the sale price.
3.2 Bisazza packaging is not guaranteed in any way to provide the merchandise and products with waterproof protection.

4) DELIVERY CONDITIONS

4.1 Dates for delivery are not peremptory, unless otherwise agreed in writing.
4.2 Dates do not therefore entitle the parties to make demands for damages or termination of the contract, even partially. The delivery date shall be taken to be that on which the delivery note is issued, or that on which the customer is notified that the goods are ready for delivery.
4.3 Should force majeure prevent the seller from performing the contract, it may, at its discretion, without seeking the intervention of judicial authorities, either suspend execution until such time that the circumstances giving rise to the force majeure have ceased, or terminate the contract either in whole or in part, without seeking the intervention of judicial authorities and without being liable for damages.

5) PAYMENT CONDITIONS

5.1 Bisazza supplies are paid for in full adopting the methods described in the order confirmation and/or the invoice.
5.2 The terms contained in the order confirmation and/or in the sale invoice must be treated as peremptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.
5.3 The Bisazza company is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

6) DEFAULT OR DELAYED PAYMENT

6.1 Once the payment date has fallen due, the buyer, if in breach of settlement, shall be considered automatically in default.
6.2 Delayed payment, even partial, of invoices issued by Bisazza shall therefore immediately give rise to liability for default interest at the official reference rate increased by seven points and shall entitle Bisazza to charge any out-of-court legal expenses it has incurred in order to recover the amount outstanding.
6.3 In the event of a delay on the part of the buyer or in the event that the seller has reason to fear that the buyer will breach its payment obligations, the seller may, without entitling the buyer to demand damages, without prejudice to any further rights or actions:
(a) demand payment in advance or a guarantee;
(b) refuse to process any other orders currently underway with the buyer;
(c) suspend or revoke, either in whole or in part, the execution of all supply contracts currently underway with the buyer or those connected with it, preceding or following it;
(d) revoke any favourable payment terms agreed upon, extending this to other contracts, thereby being entitled to demand immediately all sums currently owed by the buyer.
(e) suspend all obligations imposed upon it by any other contracts entered into with the buyer.

7) WARRANTIES AND SPECIAL CHARACTERISTICS OF MATERIAL

7.1 Bisazza warrants that its material conforms to the physical, chemical, mechanical and dimensional standards indicated in this catalogue/order.
7.2 The customer declares that it is aware of and expressly accepts the characteristics of the Bisazza product described, waiving the right to contest them in any way.

8) COMPLAINTS

8.1-8.1.1 Complaints mean any protests made by the buyer that refer to the quality of the goods or items supplied. When the goods are received, the buyer must check them or have them checked to ensure that they conform to contractual specifications.
8.2 The buyer may not claim that the goods supplied do not conform to the specifications contained in the order if it has failed to check the products in the manner described or has failed to notify the seller of the defect within the terms indicated in point 9.3 below.
8.3 The buyer may report defects in writing to the seller within 8 days of receipt of the material. The right to take action to enforce these rights shall, without prejudice to the term of 8 days, become statute-barred one year after delivery of the goods.
8.4 Complaints must be submitted in writing, giving the data contained in the order confirmation, the pack identification numbers and the invoice and bill of landing numbers.
8.5 If a complaint is made, the buyer must ensure that the contested goods are made available to technicians and experts sent by the seller. 8.6 In the event that a complaint is submitted in time and proves to be founded, checks carried out by Bisazza technicians, the company shall only be liable for replacing the non-conforming goods, without entitling the buyer to demand the rescission of the contract or the reduction of the sale price and/or damages and the reimbursement of costs incurred of any kind.

9) CONDITIONS APPLYING TO RETURN OF GOODS

9.1 The goods supplied may not be returned, even partially, unless prior written authorisation has been given by Bisazza.
9.2 In order to return goods, the company Bisazza must receive a written request from the buyer within eight days from receipt of the material.
9.3 A request to return goods must reach the company Bisazza before the goods are installed, otherwise it will not be accepted.
9.4 Goods returned due to errors on the part of the customer (colour and/or quantity) or late variations to the order will not be accepted.
9.5 The return of goods without Bisazza’s prior authorisation using the goods return authorisation form will not be accepted. As regards goods returned from within national territory, the return authorisation will indicate the transportation company that must handle the arrival of the goods at Bisazza’s expense.
9.6 The goods must be returned in their original packaging, completely intact, loaded on pallets if necessary, and protected from damage.
9.7 If the returned goods reach the Bisazza warehouse in a damaged state, they will not be accepted.
9.8 The packaging must enclose a copy of the authorisation form with the final date for the goods to be returned clearly marked, as well as the buyer’s transportation document which indicates, clearly and legibly, the quantity and description of the goods returned.
9.9 Bisazza reserves the right to charge any costs wherever, after the materials have been checked at its factory premises, the request for their return proves to be unfounded.

10) LIABILITY STAGING FROM SUPPLIES

10.1 The seller shall not be held liable for consequential damages, including loss of profits, actual damage, loss of income and down time.
10.2 The limitations to liability described above do not apply in the event of fraud or serious fault on the part of the seller.
10.3 The buyer holds the seller harmless against any claims that may be put forward by third parties, including the seller’s or buyer’s employees, relating to the goods supplied.

11) RESPONSIBILITIES CONCERNING THE LAYING OF MATERIALS

11.1 Bisazza does not in any way supply the service of laying the mosaic along with the supply of the installation.
11.2 Bisazza therefore declines all responsibility for defects and/or flaws that may be attributed to laying operations. The company does not therefore accept complaints or demands for compensation of damage stemming from defects and/or difficulties caused during laying operations that prejudice the use of the material supplied, if the physical, chemical, mechanical and dimensional characteristics of the said material conform to the standards established when it was ordered and supplied.

12) PATENTS, TRADEMARKS, DISTINCTIVE SIGNS, SOFTWARE

12.1 The buyer expressly recognises that the BISAZZA trademark, its graphic composition and know-how relating to the products supplied constitute intellectual and industrial property owned by BISAZZA S.P.A. and/or companies in the group protected by laws relating to copyright and industrial property.

13) APPLICABLE LAW - JURISDICTION AND COMPETENT AUTHORITIES

13.1 Any dispute stemming from these General Conditions and/or orders placed on the basis thereof shall be regulated, in so far as not covered by these general terms of reference when checking prices and quantities and shall have precedence over the offer and/or customer's order.
13.4 A dispute shall be referred to the exclusive jurisdiction of the ordinary courts of the state to which the Bisazza company signing the order confirmation belongs.
13.5 An exception to any legal or customary criterion, exclusive jurisdiction is also given to the courts of the city in which the Bisazza company signing the order confirmation has its registered office.