



TERMS AND CONDITIONS OF SALE

IMPORTANT:

PLEASE READ THE TERMS AND CONDITIONS OF SALE LISTED BELOW CAREFULLY, AS THEY WILL BE CONSIDERED TACITLY ACCEPTED UPON PLACEMENT AND FULFILLMENT OF YOUR ORDER.

SAMPLE REQUESTS

Samples are provided upon request to industry professionals only. For requests of the complete sample collection, a contribution towards costs will be required at the time of the order (up to a maximum of 5 sample cards may be sent free of charge, only for the first request).

Shipping costs for the samples are always at the requester's expense.

For additional sample requests already provided free of charge in the previous 24 months, payment will be required at cost.

PRICES

Prices are quoted excluding VAT and ex works from our warehouse.

It is the customer's responsibility to ensure that the price list or any offers in their possession are up to date and still valid. No claims will be accepted if invoicing is done using the price list and the offers (general or personalized) have expired.

For fabric cuts, a surcharge on the list price will be applied, depending on the product and quantity (as specified on each page of the price list).

SHIPPING

Unless otherwise agreed by the customer, shipments will be made carriage paid with shipping charges invoiced. No claims will be accepted regarding these charges, which are always available upon request.

Alternatively, the customer may use their preferred courier to collect the goods, paying the courier directly for the shipping costs.

Any storage charges (due to failure to collect) at the courier's warehouse will be charged to

the customer.

Goods are always shipped at the buyer's risk. If the packages arrive open or visibly damaged, or with different weight and dimensions than those stated on the delivery note, the goods must be accepted "with reservation," clearly noted on the delivery document, signed legibly by the recipient, and immediately sent to us via email or fax (we recommend noting the courier driver's information upon delivery).

PAYMENTS

First-time orders are processed with cash on delivery or advance bank transfer.

The minimum invoiceable amount is €150.00 (excluding VAT and shipping); below this amount, goods can be shipped with a sales receipt only, and the minimum amount must be at least €100.

In case of delayed or missed payment, banking fees and statutory interest will be charged.

In the event of unpaid RIBAs, ongoing orders will be blocked, and payment terms will be reverted to cash on delivery or advance bank transfer.

For shipments with sales receipt, no invoice will follow.

Each RIBA issued will incur a bank fee of €3.62, which will be added to the invoice.

For each unpaid RIBA, reimbursement of banking fees and interest for late payment will be required.

ORDERS

Delivery times are always indicative. Delays do not entitle the buyer to cancel the order, refuse the goods, or claim compensation.

Modifications to orders already placed will be accepted only if the fabric has not yet been cut, processed, or prepared for shipping.

Legal tolerances apply to color differences between production batches or between sample cards and delivered goods. This difference may be more evident if the sample referred to is older than 24 months from the order date.

CLAIMS

Claims will be considered only if related to orders submitted in writing (telephone orders are not accepted).

Before use, the customer must always verify that the product received (quality, color, grain, etc.) matches the order, as no claims will be accepted for fabrics that have been cut and/or processed (even if shipped in error).

In case of acknowledged defects, the buyer is entitled only to a free replacement of the defective fabric. No reimbursements will be granted for processing costs or other

related/consequential damages.

Credit notes for defective material will be issued only if the contested material is returned or made available for inspection by one of our representatives.

Claims for alleged defects will not be accepted if the material is not made available for inspection and possible replacement.

No claims will be accepted for products that have been sewn, treated, or washed improperly (always refer to the "Use and Care" guidelines included with the product).

ITALVIPLA is not liable for damage caused by cleaning or maintenance methods not indicated in the sample book.

Returns must always be pre-authorized and made using the courier designated by us.

PRIVACY

Pursuant to Art. 13 of Legislative Decree No. 196/2003, we inform you that our company holds personal data relating to you, also obtained verbally, and classified as "personal data." A copy of the privacy policy is available on our website: www.italvipla.com

LEGAL JURISDICTION

FOR ANY LEGAL DISPUTE, THE COURT OF BERGAMO SHALL HAVE EXCLUSIVE JURISDICTION.