



## **TERMS AND CONDITIONS OF SALE**

### **IMPORTANT:**

PLEASE READ THE TERMS AND CONDITIONS OF SALE LISTED BELOW CAREFULLY, AS THEY SHALL BE DEEMED TACITLY ACCEPTED BY YOU UPON ACCEPTANCE AND FULFILLMENT OF YOUR ORDER.

### **SAMPLE REQUESTS**

Sample books are supplied upon request to trade professionals only. For requests of the complete sample book, a contribution toward expenses will be required, payable with the order (up to a maximum of 5 folders may be sent free of charge, for the first request only).

Shipping costs for samples are always borne by the requester.

For requests for additional sample books that have already been supplied free of charge within the previous 24 months, payment will be required.

### **PRICES**

All prices are net of VAT and ex-works (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 for invoices issued at list prices if offers (general or customized) have expired.

For the purchase of cut lengths, a surcharge applies to the list price, varying according to the product and quantity (as specified on each page of the price list).

### **TRANSPORT**

Unless otherwise instructed by the customer, shipments will be made carriage paid with charges invoiced, and no claims regarding such charges will be accepted, although documentation can be

provided upon request. Alternatively, the customer may use their own preferred carrier to collect the goods, paying transport costs directly to the carrier.

Any storage charges (due to failure to collect) at the carrier's warehouses will be charged to the customer.

Goods always travel at the buyer's risk. If the buyer receives packages that are partially open or visibly damaged, or with weight and dimensions differing from those indicated on the transport document, the goods must be accepted "with reservation," clearly stated on the delivery note, signed legibly by the person collecting the goods, and promptly sent to us by email or fax (it is recommended to note the details of the driver who delivered the damaged package).

## **PAYMENTS**

Orders will be fulfilled by advance bank transfer. The minimum invoiceable amount is €250.00, excluding VAT and transport;

## **ORDERS**

Delivery times are always indicative; any delays do not entitle the buyer to cancel the order, refuse the goods, or claim damages for late delivery.

Changes to orders already submitted will be accepted only if the fabric has not yet been cut or processed and is not ready for shipment.

There is a statutory tolerance for possible color differences between batches and also between the sample card and production; such differences may be more evident if the reference sample is old (more than 24 months prior to the order date).

## **CLAIMS**

Claims will be considered only if they refer to orders submitted in writing (orders placed by telephone only are not accepted).

Before use, the customer must always check that the received product conforms (quality, color, grain, etc.) to what was ordered, as claims will not be accepted for fabrics that have already been cut and/or processed (even if mistakenly shipped by us).

If defects are acknowledged, the buyer shall be entitled only to free replacement of the defective fabric; claims for reimbursement of processing costs or other related or consequential damages will not be accepted.

A credit note for defective material will be issued only if the disputed material is returned or can be inspected 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 product's "Use and Maintenance" sheet).

ITALVIPLA is not liable for damages caused by maintenance and cleaning treatments other than those indicated in the sample book.

Returns must always be authorized in advance and carried out only via the carrier designated by us.

## **PRIVACY**

Pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 (GDPR), we inform you that the personal data provided will be processed by the Data Controller in compliance with the principles of lawfulness, fairness and transparency, solely for purposes related to the performance of the contractual relationship and for compliance with legal obligations. The full privacy notice is available on the Company's website.

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