

GENERAL TERMS AND CONDITIONS

01 ORDER ACCEPTANCE

Every order will be valid exclusively upon written confirmation by the Seller. These General Terms and Conditions are an integral part of the order.

02 DELIVERY TERMS

The Seller reserves the right, for any order accepted, to withdraw from the obligation of delivery, totally or partially, for reasons of force majeure or for other reasons outside the Seller's control and which render executing and fulfilling the order impossible. The Seller commits to respecting the agreed delivery terms. However, eventual delays in delivery do not entitle the Buyer to withdraw from the contract and to demand an alternative supply or any other form of compensation.

03 TRANSPORT

All prices must be considered ex-works. In the case of delivery by the Seller's staff and vehicles or if transport is arranged by the Seller, the price of transport and packaging will be charged and listed separately in the invoice. All prices for transport and packaging are to be considered as net prices.

04 DRAWINGS, SKETCHES, PROTOTYPES AND SAMPLES

Drawings, sketches, prototypes and samples cannot be copied, duplicated or made available to third parties without explicit written authorization and remain property of Pertinger Srl unless explicitly and separately invoiced and paid for.

05 CLAIMS

Any defects or imperfections of the material, with precise indication of the causes, must be communicated to the Seller by registered mail within 8 days from the day of delivery. Small differences or discrepancies in the final product, such as finish, weight, quality and colours of the materials, might be possible given the artisan workmanship and, in any case, do not entitle the Buyer to a claim as long as the Seller's quality standards are met. Requests for damage compensation are excluded. Product warranty is governed by current laws and regulations. The local dealer commits to repair all appliances and carry out the work under warranty; related costs are covered by the Seller only with previous explicit and written authorization.

06 PRELIMINARY AND/OR ACCESSORY WORK

The flue must meet existing regulations of the country of installation and must be tested by a qualified technician. All the adjacent walls to the wood-burning oven must be made of fireproof material. Extra work such as: installation, electrical, building and any channeling are at the expense of the Buyer. Gas and electricity connections must be performed by dedicated professionals.

07 MODIFICATIONS

Work not planned or included in the order, successive modifications and additional transfers of fitters, requested by the Buyer, will be invoiced based on the cost of material and required labour.

08 PAYMENT

The Buyer completes all payments in a timely and complete way. If the payment terms and conditions are not respected, additional rates, such as administrative costs and interest for arrears, will be applied.

09 EXCESSIVE ONEROUSNESS

If the performance of Seller, i.e. the supply of the goods, becomes excessively burdensome with respect to the time of signing the contract, and this due to the occurrence of an excessive increase in the prices of its suppliers caused by extraordinary and unforeseeable events, Pertinger Srl may request the termination of the contract, unless Pertinger and the customer meet an agreement that modifies the economic conditions of the supply.

10 ACCEPTANCE

The General Terms and Conditions as stated in this document become effective at the moment of the order acceptance and prevail, without any exception, any other General Buying Conditions of the Buyer.

11 APPLICABLE LAW AND JURISDICTION

The contract and the General Terms and Conditions are governed by the Italian law. Any dispute regarding the contract or these General Terms and Conditions, which cannot be settled amicably, shall be instituted in the Court of Bolzano. The Buyer and Pertinger Srl agree to submit to the jurisdiction of, and agree that venue is proper in, this court in any such legal action or proceeding.