



## General sales conditions - Aluminium alloy for foundry in shape of ingots

### 1. Foreword and definitions

The present document regulates the finalization and execution of the contract between Aluphoenix Srl and its Customer. Unless other terms or conditions have been agreed upon in writing, solely the following terms and conditions of sales apply to all present and future orders.

Definitions: *Seller*: Aluphoenix Srl, *Purchaser*: Customer of Aluphoenix Srl, *Product*: Pile of aluminium alloy in ingots.

### 2. Finalization of the contract

The sales order is finalized as the Seller receives back its Order Confirmation duly signed and stamped from the Purchaser. However, the sales order intends to be from the Purchaser accepted after 5 (five) days from the receiving of the Order Confirmation of the Seller, even without returning it back signed and stamped.

### 3. Product and packaging

The product of the Seller is the pile of aluminium alloy in ingots produced according to the EN AB Standards or to the Customers' specifications, Type of pile, sizes and packaging are indicated into the page "product" of the webpage [www.aluphoenix.com](http://www.aluphoenix.com).

### 4. Identification

The product is identified by a label applied on two (2) sides of the pile. Aluphoenix labelling shows the following information: a) Pile number, b) Cast number, c) Pile weight, d) Aluphoenix Alloy code, e) Alloy designation, numerical and in chemical symbol.

#### Customizations:

- Designation*: The alloy designation into the labels on the piles can be customized according to the Purchaser needs.
- Colour identification*: The piles can be marked with a colour band according to the Purchaser needs.



Customizations of the product identification are from the Seller accepted when previously communicated in writing from the Purchaser, and from the Seller confirmed in its Order Confirmations.

### 5. Performance of the Contract

Unless others have been agreed upon in writing, the contract is meant to be completely performed as the difference in weight would be less than 5% in excess or in defect, from the one in the Order Confirmation agreed.

Claims referring obvious defects or shortages in weight of more than the here-above percentage have to be waived upon receipt at the carriers' hands.

The Supplier warrants that the goods are free of defects of title and of material defects when he assumes risk and comply with and conform to the current state of the art, the applicable laws, safety and accident prevention regulations, as well as with the usual and technical quality standards.

Should there be differences between the Italian and other versions of these laws, regulations, or standards, the Italian version applies.

Unless differently agreed in writing, the Seller fulfils the order within the first two (2) working-days of the week after the delivery date written into the Order Confirmation.

The Purchaser has the right to ask for a mandatory delivery date. The request has to be addressed to the Seller by writing.

Unless differently agreed in writing, delays in deliveries cannot cause claim to damages to the Seller.

### 6. Payment

Payment has to be made at the address indicated into the Order Confirmation, without any amendment of the amount. The currency accrues from the delivery date. Delivery delays cause finance charges and retrieving / re-issuing costs.

### 7. Liquidation of the credit

By accepting this agreement, the Purchaser authorizes the Seller to liquidate the credit hailed from the supply, even by transferring it to third parties.

### 8. Force Majeur

According to the art. 1463 e ff. C.C. the performance of the obligations reports to the absence of force majeure like, war, revolution, riot, piracy, sabotage, theft, strike, occupancy, boycott, natural disaster as earth-quake, landslide, flooding, fire, road-, rail-, sea-, air-block, electric break, authority's act, etc. The force majeure suspends the delivery till its end. If and to the extent that the Seller is prevented from executing its obligations by the Event of Force Majeure for more than thirty (30) days, the Seller has the right to terminate the contract without suffering of any liability for non-compliance.

Riese Pio X (TV), 18/01/2018  
Aluphoenix Srl



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