

# General sales terms

“LA NUOVA R.T.V. SPA”

Edition 2009

## 1. Prices

Prices indicated in the price list may be subject to change without obligation for notice by LA NUOVA R.T.V. New prices shall automatically replace those previously in force. Any order cannot be deemed final unless we have regularly accepted them in writing, regardless of whether they have been concluded by one of our Agents or Representatives.

## 2. Invoicing

Invoicing shall be made with the prices in force at the shipment of goods from the Marnate (Varese) centralized warehouse.

## 3. Payment

The buyer must pay according to the dates agreed upon. In case of any delay, for whatever reason, interests on arrears shall be charged at the official discount rate in force during the insolvency period increased by 3 points. LA NUOVA R.T.V. reserves the right at any moment to interrupt supplies should they discover insolvency or too high a credit facility with regard to the buyer. Any objection rising from defects of the supplied goods or for delays in the supply cannot be a reason for interruption of payment of what has been invoiced, this excluding only the defective item that is part of the claim.

## 4. Packing

Packing is charged according to the company price lists. Exceptions are allowed provided they are clearly indicated on the purchase order. LA NUOVA R.T.V. reserves the right to change the type of packing at any moment without obligation for notice to the buyer.

## LA NUOVA R.T.V. SPA

Via J. F. Kennedy, 561 - 21050 Marnate (VA) ITALY

Tel: +39 0331 389.006

Fax: +39 0331 389.016

Email: info@lanuovartv.com

Sito web: www.lanuovartv.com



## 5. Transportation

Unless otherwise provided for, goods are delivered ex-warehouse for both account and balance shipments. Goods are always despatched at the buyer's risk albeit they have been sold on a carriage free basis. Hence, any fault or shortage arising during transit shall be the buyer's liability as well as the right to claim for damages against the carrier.

## 6. Delivery terms

The delivery of goods does not mean the property of them unless payment has been made in full. With the exception of cases clearly defined, delivery terms are understood to be in working days. No compensation is foreseen if the delivery terms are changed as a result of strikes, shortage of raw materials, revolts, acts of god, accidents or force majeure. Neither reductions nor cancellations of orders shall be accepted in the abovementioned cases. However, LA NUOVA R.T.V. reserves the right to notify the change in the delivery terms while timely informing their buyer in advance.

## 7. Claims

Any shortage or irregularity should be promptly notified upon delivery and not any later than 8 days after the delivery.

It is the buyer's responsibility to check the goods upon their receipt.

Once all the goods receipt operations have been performed, the buyer automatically becomes the owner of the goods and will no longer be entitled to claim for damages.

LA NUOVA R.T.V. shall not accept any charge for costs or damage compensation unless defined upon the receipt of the goods.

Any defect of material or hidden fault, difference in sizes, which exceed the standard manufacturing allowances, and which might become apparent after the shipments, cannot form an obligation for LA NUOVA R.T.V. to merely replace the defective goods as soon as possible, without the right for indemnification of any kind. Any defective material or incorrect size should be returned free of charge to their original factory and, after their receipt and check, will be credited at the invoice prices for the amount of the returned goods. Returns of goods must be duly authorized and goods shall be returned carriage free unless differently agreed upon. No returns shall be authorized which result from the buyer's negligence.



**LA NUOVA R.T.V. SPA**

Via J. F. Kennedy, 561 - 21050 Marnate (VA) ITALY

Tel: +39 0331 389.006

Fax: +39 0331 389.016

Email: [info@lanuovartv.com](mailto:info@lanuovartv.com)

Sito web: [www.lanuovartv.com](http://www.lanuovartv.com)



## 8. Acceptance

These sales terms are understood to be completely accepted with the collection of goods by the buyer.

## 9. Disputes

For any dispute that may arise, none excluded, the competent Court shall be the Court of Busto Arsizio (VA).

