



## General Conditions of Sale (rev. 1 dd 11/10/2021)

### Article 1 (Definitions and Commercial Terms)

**1.1. (Definitions).** In these General Conditions of Sale:

- (a) 'Armal' means Armal S.p.A. Unipersonale, a company incorporated under the laws of Italy with registered office in Via Fiorentina 109, Certaldo (FI), Italy, VAT number/tax code 03922500487 and registration number in the Registry of Enterprises of Florence FI-399675;
- (b) 'Products' means the goods marketed by Armal;
- (c) 'Seller' means the company Armal S.p.A. Unipersonale;
- (d) 'Buyer' means the purchaser of the Products;
- (e) 'Parties' means collectively Armal and the Buyer;
- (f) 'Contract' means the Sale Contract of the Products consisting of the offer and/or proforma invoice sent by Armal to the Buyer by e-mail or fax. An integral part of the Contract is the letter/e-mail or fax accompanying the offer/proforma invoice as well as these General Conditions of Sale (last rev. published on the site [www.armal.biz](http://www.armal.biz)). The offer and/or proforma invoice must be signed by the Buyer and returned to Armal via e-mail or fax for acceptance.

**1.2. (Commercial Terms).** Any reference to commercial terms (such as EXW, CIF, DAP, etc.) is intended as a reference to the Incoterms of the International Chamber of Commerce, in the text in force on the date of stipulation of the Contract.

### Article 2 (Conclusion and Content of the Contract)

**2.1. (Conclusion of the Contract).** The Contract will be concluded when and, in the place, where Armal has received the offer and/or proforma invoice duly signed by the Buyer.

**2.2. (Content of the Contract).** These General Conditions of Sale and the Special Conditions of Sale contained in the offer and/or proforma invoice, duly signed by the Buyer, and in the relevant accompanying letter/e-mail or fax constitute the entirety of the agreements between the Parties in relation to this matter and replace any other previous agreement between the Parties. In case of conflict between these General Conditions of Sale and the aforementioned Special Conditions, the provisions of the latter will prevail.

**2.3. (General Purchase Conditions).** Any general conditions of purchase of the Buyer are not applicable to the sales of Armal in any case.

**2.4. (Form of the Amendments).** Any modification to the Contract will be binding on the Parties only if made in writing by both Parties.

### Article 3 (Product Characteristics)

**3.1. (Characteristics of the Products).** Any information or data related to features and/or technical specifications of the Products contained in brochures, catalogues, websites, price lists or similar documents will only be binding to the extent that such data has been expressly referred to in the Contract.

**3.2. (Modifications after the Conclusion of the Contract).** Armal reserves the right to make changes to the Products which, without altering the essential characteristics of the Products, may be necessary or appropriate without prior notice or consent of the Buyer.

### Article 4 (Prices)

**4.1. (Prices).** The sale prices are established in Armal's price lists in force at the time of the sale. Armal can modify the prices in accordance with the new price lists if the Buyer requests a delivery period longer than 30 (thirty) days. Unless otherwise agreed in writing, the prices are intended for Products packaged according to the uses of the sector in relation to the agreed means of transport, delivered ex-works. It's understood that any other expense or charge will be borne by the Buyer.

**4.2. (Prohibition of Compensation).** The Buyer cannot set off his eventual credits towards Armal with the price of the goods, without Armal's prior written authorization.



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Via Fiorentina, 109 - 50052 Certaldo (FI) - Phone +39 0571 665305  
[armal@armal.biz](mailto:armal@armal.biz) - [info@cert.armal.biz](mailto:info@cert.armal.biz) - [www.armal.biz](http://www.armal.biz)  
C.F./P.Iva 03922500487 - REA FI399675 - Cap.Soc. € 50.000 i.v.





## Article 5 (Terms of Payment)

**5.1. (General Rule).** If the Parties have not specified the terms of payment in the Armal offer and/or proforma invoice or possibly in the relative accompanying letter/e-mail or fax, payment must be made by bank transfer in advance to Armal's bank account. If the Parties have agreed on the advance payment without further indications or if they have not specified the terms of payment, it is assumed that the advance payment refers to the entire price. Unless otherwise agreed in writing, the advance payment must be credited to the account of the Seller: (a) for disassembled portable restrooms at least 5 (five) working days before the agreed delivery date; (b) for other products within the term agreed from time to time.

**5.2. (Documentary Credit).** If the Parties have previously agreed in writing the payment by documentary credit, the Buyer must, unless otherwise agreed in writing, ensure that an irrevocable and confirmed documentary credit, issued in accordance with the Uniform Customs and Practice of the CCI (International Chamber of Commerce) relating to Documentary Credits (U.C.P. - text in force on the date of stipulation of the Contract), is notified to Armal at least 15 (fifteen) days before the agreed delivery date. Unless otherwise agreed in writing, the documentary credit must be confirmed by an Italian Bank acceptable to Armal and be payable at sight.

**5.3. (Expenses of Payment).** Unless otherwise agreed, any bank charges or commissions due in relation to the payment will be borne by the Buyer.

**5.4. (Prohibition of Suspension of Payments).** It is understood that any complaints or disputes do not entitle the Buyer to suspend or in any case delay the payments of the Products subject to dispute, nor of any other supplies.

## Article 6 (Delivery and Complaints)

**6.1. (Terms of Delivery).** Armal will deliver the Products to the first carrier within 45 (forty-five) days from receipt of payment, except for a different written agreement at the stipulation of the Contract.

**6.2. (Transport and Place of Delivery).** Unless otherwise agreed in writing, the supply of goods is understood to be EXW (ex-works) as established by the Incoterms Rules (text in force on the date of stipulation of the Contract) issued by the CCI (International Chamber of Commerce). In the event of payment by documentary credit, the transport will be handled directly by Armal with its own trusted shipping agent and the customer must reimburse the relative cost.

**6.3. (Passing of Risk).** The risk on the Products passes from the Seller to the Buyer according to what is established in the Incoterms (text in force on the date of stipulation of the Contract) that the Parties have previously agreed.

**6.4. (Exclusion of Armal Liability for Delays in Delivery).** Armal will not be responsible for delays in delivery by the carrier even if for the relative sale the Parties have agreed on an Incoterms different from ex-works.

**6.5. (Delays due to Armal).** If Armal foresees that it will not be able to deliver the Products on the agreed delivery date, it must promptly notify the Buyer in writing, indicating, where possible, the expected delivery date. It is understood that if the delay attributable to Armal exceeds 6 (six) weeks, the Buyer may terminate the Contract and request the return of the price paid for the Products whose delivery is delayed with a notice of 10 (ten) days, to be communicated in writing (including by fax) to Armal. Any delay due to force majeure (as defined in art. 9) or to acts or omissions of the Buyer (e.g. failure to provide information necessary for the supply of the Products) is not considered attributable to Armal.

**6.6. (Right of Retention).** Armal may suspend deliveries until the Buyer has completed payments relating to previous sales.

**6.7. (Complaints).** Any complaints relating to the condition of the packaging, quantity, number, or external characteristics of the Products (apparent defects), must be notified to Armal by registered letter with return receipt/e-mail or fax, strictly following the ARMAL COMPLAINTS PROCEDURE set out below these General Conditions of Sale, under penalty of forfeiture, within 7 (seven) days from the date of receipt of the Products. Any complaints relating to defects not identifiable through a diligent control at the time of receipt (hidden defects) must be notified to Armal following the aforementioned procedure by registered letter/e-mail or fax, under penalty of forfeiture, within 7 (seven) days from the date of discovery of the defect and not later than 12 (twelve) months from delivery.



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### Article 7 (Warranty for Defects)

**7.1. (Warranty).** Armal undertakes to remedy any defect, lack of quality or lack of conformity of the Products attributable to it, which occurred within 12 (twelve) months from delivery of the Products, provided that the same has been promptly notified in accordance with the provisions of the above art. 6.7. (Complaints) and the "Armal Warranty" (latest revision published on the website [www.armal.biz](http://www.armal.biz)). Armal can choose whether to repair or replace the Products found to be defective. The Products replaced or repaired under warranty will be subject to the same warranty for a period of 6 (six) months from the date of repair or replacement.

**7.2. (Absence of particular Warranties).** Armal does not guarantee the compliance of the Products with particular specifications or technical characteristics or their suitability for particular uses except for such characteristics have been expressly agreed in the Contract or in documents referred to for this purpose by the Contract itself.

**7.3 (Consequences of Defects).** Except in the case of fraud or gross negligence, Armal will be obliged, in the event of defects, lack of quality or lack of conformity of the Products, only to repair the same or to supply Products to replace the defective ones. It is understood that the aforementioned warranty (consisting of the obligation to repair or replace the Products) absorbs and replaces the warranties or liability provided for by law, and excludes any other liability of Armal (whether contractual or non-contractual) in any case arising from the Products supplied (e.g. labour costs, compensations for damages, loss for earnings, deductibles or penalties for non-delivery/contractual fulfilment, recall campaigns, etc. which are intended to be borne by the Customer).

### Article 8 (Intellectual Property Rights)

**8.1. (Ownership of Intellectual Property Rights).** All rights to the Armal trademark are and remain the exclusive property of its owners. Nothing in this Contract shall be deemed a transfer or license of intellectual property rights from Armal to the Buyer.

**8.2. (Prohibitions for the Buyer).** Buyer, whether at its head office or elsewhere:

- (a) will not register, nor permit or facilitate the registration by any third party, of the Armal trademark or any trademark, trade name or symbol that is confusing with the Armal trademark;
- (b) will not use, nor permit or encourage the use by third parties of the Armal trademark or any trademark, trade name or symbol that is confusing with the Armal trademark;
- (c) will not include the Armal trademark or any trademark, trade name or symbol that is confusing with the Armal trademark in its trade name or company name
- (d) will set up a company or other entity whose name or business name is identical or similar to or in any case confusable with Armal company or the Armal trademark
- (e) will not engage in any practice or activity that is likely to confuse potential buyers.

### Article 9 (Force Majeure)

**9.1. (Suspension of the Execution).** Armal may suspend the execution of its contractual obligations when such execution is made impossible or unreasonably burdensome by an unforeseeable impediment beyond its control, such as strikes, boycotts, lockouts, fires, war (whether declared or not), civil war, riots and revolutions, requisitions, embargoes, power outages, delays in delivery of components or raw materials.

**9.2. (Communication).** Armal shall immediately notify the Buyer in writing of the occurrence and termination of force majeure circumstances.

**9.3. (Resolution).** If the suspension due to force majeure lasts more than 6 (six) weeks, each Party will have the right to terminate the Sales Contract, upon prior notice of 10 (ten) days, to be communicated to the other party in writing.

### Article 10 (Tolerance)

**10.1. (Tolerance).** If Armal does not insist with the Buyer, on one or more occasions, for the fulfilment of one or more obligations arising from the Sales Contract, this will not be deemed a definitive waiver of Armal's rights to request the fulfilment and will not constitute an unwritten amendment to the Contract.



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### Article 11 (Law and Jurisdiction)

**11.1. (Applicable Law).** The Sales Contracts concluded between Armal and the Buyer are subject to the Italian Law.

**11.2. (Competent Jurisdiction).** For any dispute arising from the Sales Contract or related to it, of the Court of Florence, Italy, will be exclusively competent. However, notwithstanding the above, Armal still has the right to bring the dispute before the competent judge at the Buyer's headquarters.



### Complaints Procedure (rev. 1 dd 11/10/2021)

To ensure a better quality of the after-sales service and speed up/optimize the management of complaints, Armal recommends following these guidelines:

- Any complaints relating to the state of the packaging, quantity, number, or external characteristics of the products (**apparent defects**) must be notified to Armal by registered letter with return receipt/e-mail or fax, under penalty of forfeiture, within 7 (seven) days from the date of receipt of the products.
- Any complaints relating to defects not identifiable through a diligent control upon receipt (**hidden defects**) must be notified to Armal by registered letter with return receipt/e-mail or fax, under penalty of forfeiture, within 7 (seven) days from the date of discovery of the defect and, however, not later than 12 (twelve) months from delivery.

In order to take charge of the complaint, the following INFORMATION must be sent to Armal:

- The sales invoice or packing slip number.
- The photos of the products/packaging proving the alleged damage.
- The data shown together with the bar code on the label of each package.

Armal will not take charge of the complaint if submitted in an incomplete manner with the information requested above and reserves a maximum of 15 (fifteen) working days from receipt of the same to respond.

This Procedure is an integral part of the Armal's General Conditions of Sale (therefore please refer to art. 6 par. 7 and art. 7) as well as to the Conditions relating to the Warranty on all Armal products.



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