

# G.Farm di Mazzolari Dr Gianni Alex - 32156



Panama Hatters

REGISTERED OFFICE

via de simoni 98

sondrio (SO) - 23100 - Italia

DELIVERY

via Plebiscito 9

Cremona (CR) - 26100 - Italia

PAYMENT

SHIPPING

F.O.B. MILANO - 20/02/2023-08/03/2023

COLLECTION

CUSTOM

Article	SKU	ONE SIZE	U.p.	Qty	Subtotal
	Customize -PH-TB/TNT-white#NB	1	100,00 €	1	100,00 €
	-PH-TB/TNT-white#NB	50	14,90 €	50	745,00 €

	PIECES	TOTAL
	50	845,00 €

The delivery date is the day of departure from our warehouses

Complaints will not be accepted after 8 days of receipt of the goods

08/09/2022, \_\_\_\_\_

SIGNATURE

## TERMS AND CONDITIONS OF PURCHASE

That regulate the sales relationship of Company Ideas di Marco Tibiletti products and / or commercial contacts below (the Seller) and Private and / or Corporate buyers (the Buyer).

1) This proposal is intended as binding for the buyer, who signs it.

2) The order proposal is considered accepted by the seller only when the Order form is signed and the first advance installment of the order has been paid, at that moment the order will be effective, and the production process of the order will begin

3) The seller reserves the right, at its sole discretion, to only partially fulfill the order received.

The expected delivery times to be borne by the Seller are indicative and not peremptory and a tolerance of 30 (thirty) days in advance and / or delay with respect to the agreed times is established in favor of the seller and, in any case, said deadline. tolerance means respected with the simple delivery of the goods to the carrier and / or shipper.

It is the seller's right to partially execute the delivery within the expected delivery terms.

Thirty days after the expected delivery date without the order having been fully or partially executed with delivery to the carrier or forwarder. The Carrier and the Buyer will have the right to cancel the order without any charge and cost to both the Buyer and the Seller.

4) The Purchaser is given the right to cancel the order entirely (partial cancellations are not allowed) only if such cancellation arrives in writing and by registered letter at the seller's office no later than 30 days from the date of signing the the order and provided that the goods have not already been delivered to the buyer and / or ordered and put into production in Ecuador by the seller and / or parent company within the given deadline.

5) Once the thirty-day term referred to in the previous article has elapsed in the absence of cancellation, if the Buyer - within the irrevocable period referred to in Article 1 - refuses the delivery of the goods, even only partially (both before the advance order paid , both after having paid the first advance installment of the order) the Seller may consider the contract terminated, with the obligation of the buyer to pay to the seller himself, as a penalty, 50% (fifty) of the missing result from the order balance, increased of any expenses incurred by the seller.

6) Any complaints for manufacturing defects (breakages / cracks in the material) must be reported by the buyer to the seller by registered letter in advance via fax within 5 days of receipt of the goods. Upon receipt of the goods supplied, the Purchaser must verify or have their compliance with the contract verified. The buyer cannot assert the fact that the goods supplied do not comply with the contract, if he has omitted this verification and does not inform the Seller of the defect within the limits indicated above.

Any complaints must be submitted in writing, mentioning the order data and the precise product and damage code, in addition to the identification number of the packages and n. invoice. Complaints regarding products subjected to any modification or mismanagement by the buyer will not be accepted and returns will not be accepted if they do not conform to the original shipment. Products must be returned in new, unaltered condition.

This includes any attached labels (product labels, safety labels).

Packaging and product documentation must also be returned in accordance with the original shipment.

7) the liability deriving from the sales contract to the seller, including that for non-delivery or delayed delivery or for defects in things, does not exceed the net amount of the invoice relating to such things. The seller is never responsible for indirect damages, including loss of profit, emerging damage, missed savings and / or production stoppages.

8) The goods always travel at the buyer's risk and peril, the seller is not responsible for damage of any kind or nature that may affect the marketability of the products during the trip.

9) Any return of goods from the Buyer to the seller must in any case be expressly authorized in writing by the Seller and returned to the same Ex-works. Any return of goods, from any determined cause, will not however exempt the Customer from the obligation to pay the price thus agreed.

10) The Purchaser agrees and undertakes to resell the goods in question in this order proposal only and exclusively in the point of sale indicated by the buyer and in accordance with the provisions of the supply contract that regulates the relations between the parties. However, the buyer will not be able to resell the goods via the internet (except for specific requests in writing and in any case accepted in writing by the seller).

The violation of the provisions of this article is assumed by the parties as an express termination clause of the relationship both for the supplies carried out and for those to be carried out and will entitle the seller to request a penalty equal to the amount of the order, subject to greater damage.

11) Each single Order and delivery is considered autonomous and independent of any other order or delivery. Therefore, any dispute that may arise between the Seller and the Buyer regarding each individual order will in no way give rise to suspension of the payment of other supplies or of the non-controversial part of the same supply order: solve et repete. Offsetting between related credits and different disputed orders is prohibited.

12) The seller will have all the right to suspend and terminate the contracts in progress in the event that the Buyer is not punctual in payments, for which the terms and conditions of payment assume an essential character pursuant to Article 1457 of the Italian Civil Code and in the event that the seller reasonably considers that the guarantees of performance by the Buyer have ceased, as, by way of explanation and not exhaustive, in the event that the Buyer is subject to protests, foreclosures, insolvency proceedings or in any case has become insolvent in reasonably priced. In this case, the Seller will have the right to immediately and without any formalities cease the supplies, even if dependent on other orders, and to demand immediate payment for all its principal credit, conventional interest and expenses both expired and expiring and therefore with the forfeiture of the benefit of the term pursuant to Article 1186 of the Italian Civil Code

The supervening knowledge of non-fulfillment by the Purchaser, including towards other creditors, authorizes the Seller to subordinate the delivery of the goods to the cash payment of the relative price or to withdraw from the contract in progress with forfeiture in any case of the benefit of the term for payments still due and referring to deliveries already made.