



General sales terms and conditions

1. APPLICATION

1.1) These general sales terms and conditions apply to every purchase agreement between buyer and seller and are an integral part of it.

1.2) These general sales terms and conditions will prevail on any other term except for any other one previously stipulated by the parties.

1.3) These general sales terms and conditions are published on the seller website. Any waiver will not have any validity if not agreed in writings with the seller.

2. FORMATION OF THE CONTRACT

2.1) The Vendor sells to the Buyer goods and ancillary accessories, as indicated in the purchase order transmitted by the buyer.

3. DELIVERIES - TRANSPORT

The SELLER highlights to the BUYER the toxicity class of the sold goods.

4. PACKAGING, MARKING AND SHIPPING

4.1) PACKAGING

a) Goods must be delivered with a suitable package according to the risks related to the transport and to the characteristics of the products. The package must protect goods from any kind of damage and deterioration, and regarding the transportation length, of any possible transfer and long warehouse.

The package must be suited for manual manipulation and transfer.

b) If not previously agreed, the package will not be returned and it is intended as sold with the goods.

4.2) MARKING

Marking will be done in accordance to the prescribing norms and will report what established by the security document.

5) DELIVERY TERMS

5.1) Delivery terms are based on the “Incoterms 2010”.

5.2) Delivery Incoterm condition is what indicated in the confirmation order between the parties.

5.3) Deliver dates may be subject of delays. All prices, if not indicated, are referred in Euros and are free of any present or future tax that might apply to the goods. Eventual wages will refer to the ones applied at the time of the shipment.



6) INSURANCE

6.1) Insurance conditions are based on the “INCOTERMS 2010”.

6.2) Incoterm delivery term is what indicated in the confirmation order or in use between the parties.

7). PROPERTY TRANSFER AND RISKS.

7.1) Except the case in which the SELLER may overview the transfer of the goods thanks to the retention title (which shall be agreed upon adequate clause by both the SELLER and both the BUYER) the property of the goods will transfer to the BUYER as soon as the negotiated conditions based on the “Incoterms 2010” will find their appliance.

7.2) The delivery term Incoterm is what indicated in the confirmation order or in use between the parties.

8) TERMS AND PAYMENT CONDITIONS.

8.1) Terms and payment condition are what indicated in the confirmation order or in use between the parties.

9) PRICE.

9.1) Price of the goods will be the one agreed upon the parties.

10) PAYMENT TERMS AND NON PAYMENT.

10.) Payment terms is indicated on invoice. In any case of late payment, even if partial, the Seller shall be entitled to:

a) charge interests and debt collection expenses, including judicial expenses, up to the settlement as per D.Lgs. 231/02 (Dir. 2000/35/CE) as amended and revised from time to time, so long as the amendment in favor of Vendor (e.g. Dir. 2011/7/CE).

b) suspend any delivery to the buyer

c) demand the return of any and all products already delivered and not paid.

d) terminate the contract – as well as any other contract existing between the parties - by buyer’s default or cause.

e) call into effect the acceleration clause (art. 1186) with respect , also to any other contract existing between the parties.

Any other claims regarding invoice amounts shall be notified by the Buyer within 8 (eight) days starting from invoice receipt, otherwise such an invoice shall be considered as definitely accepted. The above mentioned claims, even when accepted, shall not grant buyer any right to delay, suspend or avoid payment of invoices regarding the goods in dispute; instead, the vendor shall return what has been paid in excess.

In no case buyer shall be allowed to set off any credit whatsoever, including those depending from damage recovery claims, unless the set off has been agreed upon in writings by the seller representative, vested with the necessary powers , (powers that the Buyer shall previously verify , under penalty of set off nullity).

11) CLAIMS.

11.1 Any claim regarding the quality and quantity of the sold goods must be notified within 5 (five) day from goods receipt; claim must be written to the Seller; if the claims are founded, they give the right to the substitution or refund of the goods.

N. BENASEDO S.p.A.

Sede Legale: 20146 MILANO – Via Anguissola Sofonisba, 2
Uffici amministrativi e Stabilimento:
21042 CARONNO PERTUSELLA (VA) – Via Asiago, 332
Tel. 02.96399.211 r.a. – Fax 02.9657861 – 02.9656728
E-mail: info@benasedo.it

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12) STABILITY TERMS

12.1 Regarding the stability period, if not indicated on the packaging or delivery documents, the Seller refers to what indicated on the product technical card.

13) INTELLECTUAL PROPERTY RIGHTS

13.1 Buyer acknowledges that names and trade marks used in connection with the products are the exclusively property of the Seller, therefore the Buyer shall refrain from using or disposing of them in any way, since the contract is not intended as granting any license or authorization.

14) APPLICABLE LAW

14.1 These general sales terms and conditions are governed by the Italian law as any other contract stipulated under them.

15) JURISDICTION

15.1) Any controversy regarding this contract or in relation to it are under the jurisdiction of the Court of Milan (Italy).

16) PARTIAL INVALIDITY OF CLAUSES OF THE CONTRACT

16.1 In case of any invalidity occurred to one of these clauses or conditions indicated in these general sales terms and conditions, all the remaining ones will be still effective.