



General Terms of Business and Conditions of Sale

1. Preface

This General Terms and Conditions of Sale govern business relationships and trade contracts between LAMAPLAST and its clients. LAMAPLAST assumes that these terms and conditions are known and expressly accepted by the client. Different terms or conditions will be agreed in written form only.

2. Product inquiries

When placing product enquiries, client shall refer to the current LAMAPLAST catalogue. It is LAMAPLAST commitment to support client with adequate technical data and user information but it is the sole responsibility of the client to verify that LAMAPLAST products correspond to its needs and requirements. LAMAPLAST has the right to modify any feature of the products without prior notice. Catalogue and/or web site pages are to be considered non-binding material and for demonstration purposes only.

3. Estimate, price validity

In response to client's request, LAMAPLAST may issue an estimate. It is LAMAPLAST commitment to support client with the most updated information about goods availability and expected delivery lead time but estimate shall not be binding for LAMAPLAST. Prices are considered binding for LAMAPLAST only during estimate's time of validity. LAMAPLAST may refuse to issue estimate to client for any reason whatsoever.

4. Price list

LAMAPLAST, in its sole discretion, may provide to client a complete price list. LAMAPLAST reserves the right to modify price list terms, conditions or validity, at any time and without prior notice.

5. Order, minimum order value, Item quantity

Only written orders will be accepted and processed. No purchase order shall be binding on LAMAPLAST until LAMAPLAST has accepted the same by issuing an order confirmation. Minimum order value (MOV) is €1.000-. Minimum order quantity (MOQ) for each item will be according to LAMAPLAST's package. Different requirements for both MOQ/MOV have to be stated in the order for LAMAPLAST's written approval.

6. Prices and payment

Prices are: NET - Currency EURO.

Payment shall be made in advance by bank transfer, unless otherwise agreed in writing with LAMAPLAST.

Failure to pay or partial payment will result in the loss of benefit of product allocation and LAMAPLAST will have the right to suspend or cancel the order concerned.

7. Delivery terms, export documents

LAMAPLAST standard delivery terms are: INCOTERMS-2010 EXW (Ex Works) Sesto San Giovanni.

Upon client's written request, LAMAPLAST may arrange different delivery terms. Any cost concerning delivery terms different from EXW will be charged to the client unless otherwise agreed. Goods will be released with delivery note and packing list. Any cost for additional export documents (such as certificate of origin, legalized invoice..) will be charged to the client unless otherwise agreed.



8. Packaging

Products will be placed in carton boxes or in bags and the packing will be suitable for truck/air/sea shipments. They can be put on pallets when required by the client.

9. Order cancellation and order change

LAMAPLAST, at its sole discretion, reserves the right to accept cancellation or change of orders. No cancellation or order change will be possible in case ordered goods have been already prepared for shipment.

10. Guarantees and Liabilities

LAMAPLAST undertakes to remedy any defects, lack of quality or non-conformity of the products, provided that such defects have been timely notified in accordance with art. 11.B. LAMAPLAST will have the right to choose between replacing or refund the products which were found to be defective. LAMAPLAST's liability is limited to the item value. LAMAPLAST shall not be responsible for any other damages claimed. LAMAPLAST shall be not responsible for damages caused by any inappropriate, not recommended or not intended use of the product.

11. Claims

A- Transport claims

LAMAPLAST standard delivery terms are INCOTERMS-2010 EXW therefore LAMAPLAST will be not liable for any transport damage.

In case of goods delivered with a different delivery term (not EX WORKS), it is customer responsibility to immediately claim for any transport damage or apparent defects in the products related to packing, quantity, number or external features of the products, directly to the forwarding agent by issuing a written reserve on received goods. Reserve must be as accurate as possible to facilitate claim processing. Copy of written reserve and shipping documents must be sent to LAMAPLAST not later than 5 days from date of receipt of goods. In the absence of such notification, the purchaser's right to claim for the above defects will be forfeited.

B- Quality claims

Any complaint related to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects), shall be notified to LAMAPLAST in written form within 7 days from discovery of the defects and in any case not later than 12 months from date of delivery. In the absence of such notification, the purchaser's right to claim for the above defects will be forfeited.

12. Storage and condition of use

Products have to be stored at customer premises in its original packaging and kept dry at all time. Storage area should be clean and dry. Optimum storage temperature is between 10°C and 30°C, 20% to 80% RH. The following temperature limits -10°C / +40°C should never be exceed. Products should never be exposed to direct sunlight.

Products must be used according to temperature and chemical resistance of plastic as listed in the LAMAPLAST Technical Data Sheets.

Non-compliance with above instructions might cause loss of guarantee terms.

13. Jurisdiction and applicable law.

The Law Court of Milano shall have exclusive jurisdiction in any dispute between LAMAPLAST and its client. The trade contract is governed by Italian laws.