TERMS AND CONDITIONS OF SALE

1. GENERAL PROVISIONS

Contracts entered into by our agents or representatives shall not be considered final and binding until they have been approved by us. Any discrepancies or variations shall be communicated to the Customer in writing.

2. ORDER

Orders must be submitted in writing and shall be confirmed by us in the same manner. The placement of an order by the Buyer shall constitute full acceptance of these Terms and Conditions of Sale.

3. PAYMENT TERM

Invoices must be paid in accordance with the terms, methods and deadlines specified therein. Upon expiry of the stated payment term, interest shall accrue at the prevailing bank interest rate applicable in Italy, in addition to all related costs and expenses incurred.

4. FORMATION OF SUPPLY CONTRACTS

Any quotation issued by Mollificio Romagnoli shall not constitute an offer capable of acceptance under Article 1326 of the Italian Civil Code and shall therefore not be binding on Mollificio Romagnoli, being provided solely for indicative purposes regarding the Mollificio Romagnoli's willingness to supply the relevant products.
The supply contract shall be deemed concluded only upon the issuance by Mollificio Romagnoli of a written order confirmation.

5. TRANSPORTATION AND DELIVERY

The goods shall be deemed sold ex works (EXW) our warehouse and shall, in all respects, travel at the Customer's sole risk and expense.
Where no means of transportation is specified in the order, we shall use the method of transport that we deem most appropriate and economical.
The terms of transportation shall be governed by the applicable INCOTERMS® rules.
Any damage caused during transportation must be reported to the Carrier immediately.
Upon delivery, the Customer shall verify that the products have been delivered in accordance with the loading and transportation conditions specified for each product.

6. INSPECTIONS AND TESTING

The products are subject to continuous in-process inspections and undergo final testing prior to delivery.

7. CLAIMS

Claims relating to apparent defects shall not be considered valid if submitted more than fifteen (15) days after receipt of the goods.

We undertake, however, to replace, as promptly as possible, any products found to be defective due to manufacturing defects, to the exclusion of any liability for damages or any other form of non-performance.

8. DELIVERY TIMES

Delivery times shall be binding only if expressly confirmed by us.
We shall make every reasonable effort to notify the Customer of any delay; however, such delay shall not entitle the Customer to cancel the order, claim damages, or suspend payments, unless otherwise expressly agreed at the quotation stage.

9. SUSPENSION OF DELIVERIES AND TERMINATION OF THE CONTRACT

Mollificio Romagnoli reserves the right to suspend deliveries if the Buyer fails to make any payment by the agreed due date, is indebted to Mollificio Romagnoli on any grounds whatsoever, or is otherwise in breach of its obligations towards Mollificio Romagnoli.
In addition to the foregoing, Mollificio Romagnoli reserves the right to terminate the supply contract upon the occurrence of any one of the following events:

1. The issuance of a protest in respect of bills of exchange or other negotiable instruments drawn on the Buyer;
2. The declaration of bankruptcy of the Buyer or the Buyer's admission to any other insolvency or bankruptcy proceedings.

In the event of termination, Mollificio Romagnoli shall be entitled to demand the immediate payment of all amounts owed by the Customer as of the effective date of termination.

10. ORDER CANCELLATIONS AND RESCHEDULING

Mollificio Romagnoli does not accept order cancellations or amendments. Any postponement of delivery dates must be agreed in advance with Mollificio Romagnoli. All requests for modifications must be submitted in writing and shall be subject to written confirmation by Mollificio Romagnoli.

11. GOVERNING JURISDICTION

Any dispute, controversy, or claim arising directly or indirectly out of or in connection with the contractual relationship shall be subject to the exclusive jurisdiction of the Courts of Milan, Italy.

MOLLIFICIO ROMAGNOLI S.R.L.
Sede operativa: Via Maestri del Lavoro 12/14/16, 20867 Caponago (MB)
Sede legale: Viale Caldara 24, 20122 Milano
Reg. Imprese Trib. di Milano 262816/6838/16 – R.E.A. 1226455
Codice Fiscale – P.IVA 08507510157
info@mollificioromagnoli.com
www.mollificioromagnoli.com
(+39) 02 9266490