

	GENERAL CONDITIONS	I.C.E. s.r.l.
		MD 065.01/01

1. I.C.E. accepts the order only if the following conditions of supply and at the price agreed on according to our offer and / or contract and / or order confirmation.
2. The delivery time is indicative and not binding. I.C.E. cannot be held responsible for delays in delivery or shipment of materials ordered, nor for any damages suffered by the Buyer due to such delays, when these are due to any cause beyond the reasonable control by I.C.E..
3. In case of force majeure or other intervening factors outside the control by I.C.E., I.C.E. may negotiate with the Buyer a partial or total order cancellation at no charge.
4. The term of payment shall be as specified in the offer in writing and / or supply contract and / or order confirmation.
5. If the buyer fails to pay within the agreed timeframe for any order between the Buyer and I.C.E., I.C.E. reserves the right to move the delivery of further shipments until such payments are made.
6. In case of late payment by the Buyer, I.C.E. may, by written notice, demand interest on arrears at an annual rate according to the law.
7. I.C.E. reserves the property of the goods delivered until the negotiated total amount has been fully paid.
8. The yield is ex-works from I.C.E. factory, unless otherwise agreed in writing in our offer and/or contract and/or order confirmation. The ownership of all products sold, and their risk of damage or loss in transit, is transferred to the Buyer upon our delivery to the first carrier in charge of the shipment.
9. The packaging is paid by the Buyer, unless otherwise agreed in writing in our offer and/or contract and/or order confirmation.
10. All products sold are guaranteed against any defects due to materials of construction or I.C.E. manufacturing processes, as required by applicable law, we

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accept no other warranty, express or implied. The Buyer shall give written notice of defects within 8 calendar days of receipt of goods.

11. The responsibility of I.C.E. is limited to replacement of any defective products or restoring them. Any other rights of third parties for any direct or mediated damages is expressly excluded. Given the breadth of application fields of the products and the multiplicity of individual operating conditions, it is essential that the customer implements practical tests to verify that products are quite satisfactory with respect to the specific intended use, and that they are safe and effective. The Buyer assumes the risks arising from the use of products. In no case I.C.E. will be responsible for any claim for damages, whether direct, indirect, immediate, foreseeable, consequential, special or for any expenses resulting from the wrong use of its products.
12. Total or partial cancellation of the order by the Buyer shall be agreed in writing and will cover the costs incurred by I.C.E. for labor, material purchased, processed or partially processed and coverage of overhead costs attributable to the order to be cancelled. These overheads are valued in 17.5% of direct costs above detailed.
13. No terms and conditions other than those mentioned in paragraphs above, and no agreement or understanding, oral or written, which in any way modifies these terms and conditions, whether contained in the order of the Buyer or the document authorizing the dispatch of the goods, or elsewhere, will be contractually binding for I.C.E. unless they are expressed in writing and signed by a legal representative of I.C.E..
14. If the conditions of this contract of sale are not acceptable, the Buyer must immediately notify it in writing to I.C.E..
15. For all situations not detailed above, we will refer to the Italian Civil Code.
16. For any dispute due to supplies I.C.E., the jurisdiction is that of Pescara.