



# F.lli Tabanelli s.n.c.

di Tabanelli Paolo & C.

## CF8M Stainless Steel Oenological Piston Pumps



UNI EN ISO 9001:2000 / N. 9105.FTAB  
Certified Quality Management System

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### General Sales Conditions

#### 1. General

The following sales conditions are applicable to the offers and / or agreements between:  
"F.lli Tabanelli S.n.c. di Tabanelli Paolo & C.", Via Graziola 4/A 48018 Faenza (RA) ITALY,  
after mentioned as **Vendor**, and the **Buyer**.  
Acceptance of the offer by the Buyer implies also his acceptance of the following conditions and the conversion of the offer into an order.

#### 2. Orders

The order shall be deemed to be definitive if notice of cancellation is not given by the Vendor in writing within 10 (ten) days. It is expressly agreed that, in the event of cancellation of the order by the Buyer, the Vendor will withhold the payments on account already made against the total order price and may apply a penalty equal to 20% of the amount of the order itself, to compensate any detrimental consequences of cancellation (greater damages excepted). The Vendor shall be entitled to identical non-deductible compensation (proof of greater damages and the possibility to demand execution of the contract) in the event of failure to take delivery of the goods within of 30 (thirty) days of their being made available. In executing the order, the Vendor uses materials, components and mechanisms of types, states and qualities which, at its sole discretion, it deems suitable for the supply; even after receipt of the order, the Vendor may make modifications which, again at its sole discretion, constitute appropriate improvements.

#### 3. Prices

Prices are intended as expressed in EUR (Euro), ex-works Vendor's plant, net of costs of transport, port and insurance, with the exclusion of particular agreements agreed expressly in writing. Prices do not include V.A.T. which must be added at the legally applicable rate of the moment. With regard to the articles in the catalogue which can be supplied in 120 (one hundred and twenty) days from the order's acceptance, the applicable prices shall be those in the Vendor's price list in force. Prices for other articles shall be established in accordance with the economic conditions of the moment.

#### 4. Delivery Terms

Delivery terms are always intended as "circumstances permitting" and the contract shall maintain its full and unconditional effectiveness whatever the effective delivery date. In no case shall failure to respect the same delivery terms give rise to any right to compensation to the Buyer.

#### 5. Delivery

In the absence of other written agreements, the Vendor will proceed using transport procedures of its own choice on behalf of and at the expense of the Buyer. All transport, even carriage paid is at the Buyer's own risk. The Vendor undertakes to insure the goods against transport damage only at the Buyer's explicit request and expense. Any loss or breakage found must be declared to the carrier within three days by registered letter with notice of delivery. All deliveries directed outside Italy will take place according to the suitable terms as reported in the International Chamber of Commerce's INCOTERMS 2000.

Note: Delivery may be suspended or postponed by the Vendor at any moment if, at its sole discretion, the commercial, economic and financial references of the Buyer do not provide sufficient guarantees for the satisfactory conclusion of the supply.

#### 6. Payments

Payments must be made at the Vendor's registered address and within the deadline indicated in each individual invoice, without any reduction, even simply for rounding off. No reason, action (including legal action), dispute or objection by the Buyer may in any way justify delays or suspensions of the agreed payments; deferred payment of even one of the Vendor's invoice shall give rise by right to charge the Buyer an annual interest at a rate of 7% (seven percent) over and above the minimum bank rate of discount, as all and any concerning tax duty and accessory charge shall be the responsibility of the Buyer. Non-payment or delayed payment of invoices - for any reason whatsoever - gives to the Vendor the indisputable right to demand advance payment for the remaining supply, without prejudice of any other action, or to consider the contract suspended or annulled, and to annul the practice of any other contracts that may be in force, without giving the Buyer the right to any type of refund or compensation for damages, or other.

#### 7. Retention of Title

In the event that payment, by contractual agreement, is to be remitted in whole or in part after delivery of the goods, the products delivered remain Vendor's property until complete payment of the total amount due is made.

#### 8. Guarantee

The Vendor guarantees that its pumps are free from manufacturing defects and flaws in the materials and / or processing for a period of 24 - twenty four - months on brand new machinery (12 - twelve - months on his brand used machinery), at a working cycle of 8 - eight - hour per day. During the guarantee period, the Vendor undertakes to remedy evident defects and flaws in the materials and / or processing within the time required. Defective parts will be repaired free of charge or replaced by the Vendor at its sole discretion; transport and / or dispatch costs shall always be the responsibility of the Buyer. This undertaking by the Vendor excludes all other effects of the guarantee laid down in Law. The Vendor's guarantee is not applicable to replacement or repairs which result from normal wear of the material, from its incorrect use, from failure to respect the instruction for use or maintenance, from defects in maintenance or supervision, or from faults deriving from non-original Vendor's parts or materials. Furthermore this guarantee will cease if the Buyer carries out repairs or modification of any kind by itself, or has any carried out by third parties, without the Vendor's written agreement. In no case the Buyer can demand termination of the contract, reduction in the price or payment of damages of any kind, in particular, claims for machinery downtime. Any piece of machinery, device, component or part which isn't built by the Vendor, is excluded from this guarantee.

#### 9. Civil Responsibility

The Vendor is relieved of all responsibility for all direct or indirect damages, or loss or income which might derive as a consequence of breakdown, incorrect use, defects or lack of supervision of the supplied machinery. The Vendor is expressly exonerated from every responsibility and obligation arising out of any accident or damage to persons or property which may occur in any way because of or during the use of the pumps (sold to the Buyer as brand new or as used) or because of or depending on the same: this is also the case if the incident or damage derives from defects of manufacture and / or materials.

#### 10. Disputes

The validity, performance and construction of any agreement between Buyer and Vendor shall be governed by Italian Laws. For all disputes which may arise between the parties the Court of Ravenna shall competent exclusively, in any way to the Buyer the opportunity to add a different Court. Vendor reserves for himself the right to suit the Buyer even to a different Court, with jurisdiction in Italy or abroad.

#### 11. Validity of Each Condition

The aforementioned general sales conditions are not to be considered in any way clauses of form. These conditions are effective to all intents and purposes and faithfully represent the contractual will of Buyer and Vendor.