

PRICE LIST X2023

	N.	Euro		N.	Euro		N.	Euro		N.	Euro
P	1	3,10	P	34	8,40	P	67	4,30	P	101	86,40
R	2	3,20	R	35	7,10	R	68	69,10	R	102	80,60
I	3	13,40	I	36	4,00	I	69	66,60	I	103	84,60
C	4	68,10	C	37	2,10	C	70	57,00	C	104	14,90
E	5	13,00	E	38	1,80	E	71	16,20	E	105	15,10
	6	6,40		39	1,40		72	17,00		106	257,80
G	7	5,90	G	40	18,30	G	73	23,70	G	107	342,90
R	8	1,30	R	41	13,10	R	74	25,10	R	108	145,00
O	9	1,50	O	42	64,60	O	75	13,60	O	109	294,00
U	10	5,40	U	43	65,10	U	76	11,70	U	110	331,30
P	11	10,70	P	44	13,40	P	77	10,50	P	111	11,40
	12	10,90		45	14,00		78	11,20		112	11,50
	13	23,10		46	43,60		79	4,60		113	58,20
	14	23,00		47	80,60		80	5,10		114	68,70
	15	20,00		48	78,50		81	94,10		115	71,00
	16	13,60		49	72,10		82	105,90		116	5,70
	17	8,80		50	67,60		83	84,90		117	77,30
	18	8,20		51	63,20		84	262,90		118	16,10
	19	8,30		52	62,40		85	120,20		119	16,20
	20	6,90		53	12,80		86	7,20		120	16,40
	21	6,50		54	13,40		87	6,30		121	18,10
	22	13,80		55	13,70		88	5,50		122	20,00
	23	14,10		56	9,80		89	235,70		123	21,40
	24	14,30		57	11,20		90	45,60		124	28,50
	25	14,60		58	15,20		91	89,50		125	28,80
	26	28,00		59	39,00		92	92,00		126	33,40
	27	30,30		60	82,40		93	114,00		127	89,50
	28	33,40		61	7,10		94	78,50		128	55,30
	29	38,30		62	6,80		95	100,50		129	121,40
	30	12,40		63	2,80		96	9,00		130	142,40
	31	12,30		64	3,80		97	114,00		131	122,50
	32	12,10		65	3,90		98	87,10		132	105,40
	33	9,50		66	12,60		99	75,50		133	196,00
							100	78,50		134	174,00

ADDITIONAL CHARGES

DELIVERY TO TRANSIT DEPO

EURO 25,00

PACKAGING for commissions (pallet+shrink wrap)

EURO 25,00

WOOD BOX for DHL shipment (when requested)

EURO 35,00

RETURNED MATERIAL: HAS TO BE APPROVED BY OUR COMMERCIAL MANAGEMENT.

FINAL VALUE OF RETURNS WILL BE DEFINED ONLY AFTER GOODS INSPECTION AT OUR WAREHOUSE. IN ANY CASE THE ALLOWANCE WILL NEVER BE HIGHER THAN 80% OF THE INVOICED VALUE

GENERAL CONDITIONS OF SALE

The Parties : Ceramiche Grazia S.p.A. is referred to in the following text as the "Seller", and the contractual counterpart is referred to as the "Purchaser".

1) - **Subject** - The sale relates solely to the materials and quantities specified in the order confirmation or in other written communications from the Seller.

2) - **Contractual framework** - Subject to any modifications agreed in writing, these general conditions govern all sale contracts entered into by the Seller with regard to the products listed in its catalogs. These conditions, included in all the Seller's catalogs together with the list of products and their prices, are deemed to be known to the Purchasers and, as such, effective in their regard, from the time they first examine the catalog. Even if made on the initiative of the Seller's agents, any changes to these general conditions will only be binding on the Seller if they have been accepted by the latter in writing and, in any case, will apply solely in relation to the specific contract concerned.

3) - **Order confirmation**. The sale contract is completed when the Purchaser receives the order confirmation from the Seller. The non-binding offers made to customers by agents, go-betweens and other intermediaries, and the proposed orders submitted by them, are not binding on the Seller until they have been specifically accepted by the release of the above-mentioned order confirmation. The text of such order confirmation will take precedence over any different wording contained in the non-binding offers or customer acceptances and will bind the Purchaser, unless challenged in writing by the latter within two days of receipt of the order confirmation concerned.

4) - **Delivery** - the goods are sold on an "ex-works" basis and are deemed to have been delivered c/o the Seller's factory premises ten days after the ready notice has been served or, otherwise, on handover to the carrier or at the time the despatch note is signed. From that time, all risks relating to the materials are transferred to the Purchaser. The Purchaser is also responsible for the storage and safe-keeping costs incurred if goods held by third parties are not collected on a timely basis. Delivery dates are understood to be approximate: even those expressly declared to be final dates are subject to normal tolerance and are extended as a consequence of events not provoked by the Seller. All shipments by rail or road will be made on an FOB basis. The shipment of export orders by land or sea will be made with reference to the conditions approved from time to time by the International Chamber of Commerce, and their subsequent amendments ("Intercoms").

5) - **Prices and payment conditions**. Prices are quoted on an ex-works basis. Taxes, duties and all other expenses are for the account of the Purchaser. For invoicing and payment purposes, the goods will be quantified with reference to the actual quantity of goods supplied. The Seller may modify the prices charged for the goods if, between the date of the order and that of delivery, there is an increase of more than 10% in the cost of labor and raw materials. The Seller's offices are the only place of payment, where promissory notes, bank checks and drafts may be accepted without replacing the original receivable, without prejudice to the reservation of title and without altering the jurisdiction established in the contract. Payments made to agents, representatives or other parties that are not the Seller will not be recognized, unless expressly authorized in writing by the last mentioned on a case-by-case basis. Any delay or defect in making payments will give the Seller both the right to terminate the outstanding contracts, or to suspend deliveries, or to demand advance payment, with the immediate lapsing of any deferred payment terms, including those associated with other contracts, and the right to claim for damages, without the Purchaser having any right to request indemnification or anything else. Delays in making payment, whether in whole or in part, with respect to the contractual dates or, failing these, the legal deadlines established in art. 4 of Decree 231/2002, will automatically give rise to interest charges, without any need to serve notice of default, at the rates laid down in paras. 1 and 2 of art. 5 of Decree 231/2002. In addition, the Seller must be reimbursed for the credit collection costs incurred in relation to amounts that were not settled on a timely basis, as required by art. 6 of the above Decree, at the rates applying to out-of-court settlements. If the amounts are recovered as a result of legal action, then arts. 633 et seq. of the legal proceedings code apply, as modified by Decree 231/2002.

6) - **Warranty**. The Seller's warranty only applies to first-grade materials, with a tolerance of 5%; the warranty is expressly excluded for second- and third-grade materials and stocks of discontinued materials. Any differences in shading and intended imperfections in the decoration represent a characteristic and a feature of artistic production; even the presence of crazing on glazed surfaces is normal in relation to artistic ceramics and tends to disappear over time with suitable cleaning. Flaws and defects in the goods must be notified within the period of time established by law and, where confirmed and recognized by the Seller, will give a right to the replacement of the materials. However, the Purchaser has no right to rescind the contract or to claim for any direct or indirect damages caused as a result of the materials being unavailable during the period necessary for their replacement. The costs of carriage, insurance and assembly of the materials sent as a replacement are for the account of the Purchaser. The Seller remains the owner of the replaced materials which must be returned to its factories within thirty days from the despatch of the new materials. This warranty does not apply to goods that have already been laid or to goods that have been treated inappropriately with acid-based solutions. This warranty does not extend to fitness for intended purpose, even if the Seller has given an opinion or made suggestions.

7) - **Characteristics of the materials**. The coloration of the materials, their thickness, their shape and the environments created and included in leaflets, price lists and other promotional materials, are presented for illustrative purposes only and are merely indicative of the nature of the goods; they are not binding on the Seller, who reserves the right to modify them at any time for commercial and production purposes.

8) - **No action**. The Purchaser may not delay or suspend payments under any circumstances, even in the case of claims and complaints, and may not take legal action against the Seller until the outstanding liability has been settled in full.

9) - **Reservation of title**. In the case of sales made on deferred payment terms, the Seller remains the owner of the materials until the outstanding liability has been settled in full by the Purchaser.

10) - **Changes to the contract**. Any changes to these general conditions of sale must be set down in writing or confirmed by registered letter sent by the Seller.

11) - **Jurisdiction**. Disputes will be settled under the jurisdiction of the Modena Court, unless the Seller elects to refer to the Judicial Authorities competent for the Purchaser's place of residence or domicile. Any disputes that may arise in relation to export supplies will be settled under Italian law.

12) - **Handling of personal information**. Pursuant to art. 10 of Law 675 dated December 31, 1996, the Seller hereby informs the Purchaser that the personal information provided by the latter, or otherwise acquired by the Seller in the ordinary course of business, including by reference to companies that provide commercial information services, may be processed in accordance with the above legislation and with the confidentiality requirements that the Seller must obey. The handling of personal information includes their collection, recording, organization, storage, processing, modification, selection, extraction, comparison, use, linkage, block, communication, spread, cancellation and destruction, or the combination of two or more of the above operations. The information concerned will be handled for purposes connected with and relevant to the Seller's business. With regard to such handling, the Purchaser may exercise the rights established in art. 13 of Law 675/96. The provision of the information, although not compulsory, is however necessary since it is needed for the proper performance of the contracts governed by these general conditions of sale; accordingly, failure by the Purchaser to agree to the handling of such information, where this is fundamental to the quality of the information for which handling or agreement for communication has been denied, will result in the termination of the contracts or the impossibility to perform them. The responsible entity for the above handling of information is Ceramiche Grazia S.p.A., with registered and administrative offices at Corlo (Modena), Italy, in the person of its legal representative for the purposes of Law 675/96.

CERAMICHE
GRAZIA

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