



## 1-Terms and Conditions

Terms and conditions hereto shall apply to all offers and quotations of Qores, to the contract and to any other legal relationship arising between Qores and the Customer. Relevant amendments of Terms and Conditions are valid only if agreed in writing form by and between the Parties. Sales Terms and Conditions here present apply to the contractual relationship between the Parties. Should you have any observations, these must be notified to Qores within eight (8) days from receipt of the offer or the order confirmation. If Qores not receive any objections within the terms below, and in particular 3,4,7,8, will be deemed accepted by purchaser and, without prejudice to clause 7, prevailing on any other Terms and Conditions.

## 2-Product Quality

Qores warrants that the product supplied conforms in all respects to the applicable laws, regulations, and approvals governing the manufacture of such product.

## 3-Supply

The order might be subject to withdrawal within five (5) days from receipt to the same by Qores. Should Qores not receive and order deletion within the terms, the order is deemed as confirmed. Trade terms are used herein as defined in Incoterms issued by the international Chamber of Commerce. Supply dates and terms agreed might be subject to change by Qores and notified with due notice. No penalties or indemnities of any kind shall be due by Qores for late deliveries or any other delay. Payment terms and conditions are stated on the offer, and should be deemed as herein quoted.

## 4-Claims, Defects and Returns

Any complaints regarding apparent defects upon visual inspection during acceptance control have to be promptly reported to Qores. Failure report to Qores will not guarantee complain approval by Qores. Further complain regarding defect and/or shortfalls in quantities of the product delivered shall be made in writing within three (3) days after receipt, otherwise the consignment will be deemed as accepted. Any hidden defects in the product shall be notified to Qores within eight (8) days of detection of such defects and in any case not after the date of expiry date of the product, otherwise the consignment will be deemed as accepted. Qores may respond to the complaint within fifteen (15) days. If Qores accepts the product claim, the no-compliant product have to be returned to Qores at Qores's expense, and Qores shall at its care and expense and as soon as reasonably possible replace the batch. Qores carry no other responsibility or liability except the replacement obligations, as set out in this point 4. Any dispute regarding a product claim that is not resolved during the 15 days granted to Qores to return shall be solved by an independent third party, which be appointed jointly by the Parties. Any product return must beforehand be authorised by Qores to Qores at Qores's expense, and Qores shall, at its care and expense and as soon as reasonably possible, replace the batch.

## 5-Notices

All notices, requests, and communications hereunder, shall be writing and addressed to the contact detailed on the offer.

## 6-Force Majeure

Qores not be liable for failure to perform any obligation hereunder if such failure is due to force majeure

## 7-Conflict with other Agreement

if the Parties have entered or enter into another negotiated agreement, in the event of any discrepancy between the provision of the agreement and the content of this Terms and Conditions, the former shall prevail.

## 8-Law and Venue

The contractual relationship between the Parties, should be read and construed according with the Italian Law. The parties agree that any dispute concerning contractual relationship of deriving therefrom have to adjudicate by the court of Milan, Italy.

