



SIGA


ANTICO OPIFICIO PALERMITANO



2002

Terms of Sale

Insert no.6

SIGA Srl - 
52, Viale Dante
10066 Torre Pellice - Torino
Telefono e Telefax +39 0121 93 24 11

email : info@sig.a.it
<http://www.sig.a.it>
<http://www.aop.cc>

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1. Validity and Right to Change

The contract signed between SIGA Srl – AOP®, situated for commercial and legal purpose in, Italy 10066 Torre Pellice, 52, Viale Dante, Phone +39 0121 932411/ Telefax +39 0121 932411 - Email: siga@siga.it (hereby indicated as VENDORS) for the supply of its own product (hereby decrypted as PRODUCT) and(*Name of Client*) (hereby indicated as CUSTOMER) will be disciplined from the below mentioned sales terms.

The **VENDOR** will have the right to change or modify the present sales terms, notifying a copy of modification, by mail, telefax or email, to the **CUSTOMER**.

2. Payment Terms

The ordered product can be paid, at the customer’s choice, in one of the following forms:

a) **In advance** :By direct and irrevocable remittance through bank SWIFT, within ten days from the order confirmation, addressed to Bank INTESA / CARIPLO SPA, 10066 Torre Pellice (Turin- ITALY), 2, Piazza della Libertà -, to the **VENDOR** Account (bank information will be given at the order confirmation). If the payment will not be made within the indicated time, the contract will be cancelled and the parties will not have anything to claim.

b) **Deferred Payment** : By direct and irrevocable remittance through bank SWIFT, to be paid within 30 days from the **VENDOR**’s confirmation that materials are ready for the shipment, addressed to Bank INTESA / CARIPLO SPA, 10066 Torre Pellice (Turin- ITALY), 2, Piazza Della Libertà -, to the Vendor Account (bank information will be given at the order confirmation).Within ten days from the order confirmation the Customer must provide and submit, a **BANK GUARANTEE** in favour of the Vendor, or a irrevocable **LETTER OF CREDIT** (I.C.C. Publication n°500 1993) or a **DEFERRED PAYMENT BOND** (Enclosure I), from a primary bank, valid until 90 days from the order confirmation for the total amount of the order and inclusive of all expenses, to be send to Banca INTESA / CARIPLO di, p.zza Libertà no.2 –10066 Torre Pellice (Turin) (bank information will be given at the order confirmation). If the payment will not be made within the indicated time the contract will be cancelled and the parties will not have anything to claim. The Vendor confirms to cash the above mentioned guarantee only after 30 days, from the confirmation that materials are ready for shipment, if the payment, meanwhile, has not been done from the **CUSTOMER**.

3. Delivery Terms

If not agreed before for particular customer requirements and accepted on the order confirmation, the delivery of goods, already packed, will be **EX WORK** or free to the factory. (Incoterms 2000).

4. Goods property

The property of goods, object of the contract, will not be transferred to the customer until the whole amount is paid.

5. Orders Acceptance

Any order of the products decrypted in the Vendor’s price list will be valid if accepted and confirmed by the **VENDOR**. (See enclosure II)

Order and or order modification made by phone must be written confirmed from the **CUSTOMER**.

6. Consideration

The products’ prices will be the ones specified on the **PRICE LIST** (Enclosure II) that are net prices excluding IVA, Package, Shipment, Insurance, tax. The **VENDOR** for each shipment on the order confirmation will quantify any other accessories not included and required later on.

7. Payment Value

All payments will be made in Euro or in other convertible currencies valid in Europe.

8. Delivery Time

The shipment of the single order will be made within the specified time on the order confirmation if the Customer will respect the payment condition as of Art. 2

9. Delayed Delivery

The Vendors will do the best to ship the materials within the fixed period, but in any case the Vendor will not be responsible for any damage, directly or indirectly, caused from the delay on delivery by unforeseeable force or accidental case.

VENDOR Signature & Stamp	CUSTOMER Signature & Stamp
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10. Products Acceptance

- a) All claims for differences on products ordered , or for delay on shipment, if the terms of delivery agreed on are different from Art.3, must be communicated by letter or by fax or by email within 10 (ten) days from the date of arrival.
- b) If within 10 (ten) days no claim will have been received, the product is to be understood as being accepted.
- c) Specially for stone as raw or worked , since the product are made from mother nature ,we can not guarantee the some colour for all ordered items , that articles is also valid for Glazed Lavastone and is glaze colours , identical criteria is applied for little spot (not more than 3 millimeter diameter) on the glazed surface , that may glazed stone w'll have. For Glazed Lavastone item not any rule of ceramic selection can be applied in claim discussion.

CUSTOMER accept the condition of articles 10				NOT	YES
paragraf a	b	c		Firma	Firma
paragraf	b	c			
paragraf		c			

11. Guarantees to the U.E. Norm

The vendor guarantees the customer that all products are in accordance with the terms of Europe (U.E./DIN) specially for the glazing of Lavastone produced without any LEAD or LEAD additive.

12. Particular sales terms

If the customer does not agree to include one of the above mentioned sales terms in the contract, this must be specified to the **VENDOR** before order confirmation in order to give the **VENDOR** the possibility to verify if the order can be accepted. In any case, the contract will be valid only after the order confirmation of the **VENDOR** and agreed payment made by **CUSTOMER**.

13. Law and modality for the resolution of controversy

All contracts with the **VENDOR** are implemented in Italy and it will be under the Italian law. Any dispute will be of the competence of the Court in Pinerolo (Turin),Italy.

14. Enclosure

The enclosure hereby includes a substantial part of the present documents:

- Enclosure I: model Bank Guarantee (if a differed payment are required)
- Enclosure II: model Price List (this price are indicative stated in order to understand how to calculate)
- Enclosure III: Order Confirmation or duly signed Proforma Invoice

15. COMUNICATION - LANGUAGE

All notification, inquiry, approval, order, order confirmation, and any other communication will be made from both parties in Italian or English language, by email or telefax.

16. PRIVACY

In conformity with Art.10 of Italian Law according to privacy Law 675/96 the customer's personal data will be used with the computer, manual or with adequate modality able to guarantee the maximum security and discretion and will be used only for contract. The customer can be exercising the rights as of L. 675/96.

CUSTOMER accepts privacy condition (only one signature on Yes or Not)		NOT	YES
		Signature	Signature

17. CONTRACT FORM

The present document, with signed subscription of the customer, will be send exclusively by telefax at the following number +39 0121 953358.

VENDOR Signature & Stamp	CUSTOMER Signature & Stamp
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The Customer accepts the disposition of the point: CL. 3 (Delivery Terms); CL. 4 (Property of goods); CL.9 (Delayed delivery); CL. 10A (Product acceptance); CL. 11 (Guarantee for the U.E. Conformity of the goods) CL. 13 (Law and modality for the resolution of controversy).

CUSTOMER
Signature & Stamp

Enclosure I: Model Bank Guarantee (if a differed payment are required)
Generally this document are received from our Bank (Beneficiary Bank) and our Bank w'll add the confirmation ,it means the our Bank w'll make the documents control (cross controls)

Total page of present contract no. 4 plus attachment no. ___
Specified in :

1.
2.
3.
4.
5.

QUOTE

- From : (1)
- To : SIGA SRL – 52, VIALE DANTE – 1006 TORRE PELLICE – TORINO – ITALY - P.IVA IT 06992270014 c/o BANCA INTESA / CARIPLO SPA – 2, PIAZZA LIBERTA' - 10066 TORRE PELLICE – TORINO – ITALY – ABI 06070 CAB 31070
- We (1)
- Referring to the contract n° ...(*No. of Order acceptance or Proforma Invoice*) dated..... (2)
- That You SIGA SRL – 52, VIALE DANTE – 1006 TORRE PELLICE – TO- IT stipulate with company... (3)
- For the supplies of ...(*Goods description or Proforma invoice attached*)..... (4)
- For a total amount of EURO / USADOLLAR (*Choose the currency write numbers & letters*)..... (5)
- We agree that, according to this document, a bank guarantee has been requested to cover the delay payment of the goods for a total amount of EURO / USADOLLAR *Choose the currency write numbers & letters* (6)
- Therefore we (1)
- In request of Company (3)
- Irrevocable and without reserve we undertake to pay you the maximum amount of €/\$ (6)
- In spite of any controversy between the two parties, with a simple first written inquiry, attesting that the company (3)
- Has honoured its obligations, regarding the below contract.
- Above guarantee, confirmed by the bank, will expire on(*date of shipment*)..... (7)
- Within (*21 Days after date of shipment*) your inquiry has been send to our bank by SWIFT . After this date our guarantee will be automatically invalid..... (8)
- Place and date or No. of Letter of Credit Stamp / Signature of the Bank or Identification by SWIFT..... (9)
- Please add you confirmation to beneficiary...(Issuer Bank to our Bank)..... (10)

UNQUOTE

Note: From above list of elements are missed the list of required document in order to cash the Letter of Credit .

Generally this document are , Final Invoice , Transport documents (B/L by sea, AWB by sky or CMR road or train) and Packing List and Certificate of Origin.

Other documents as per, Translation of all documents in foreign language , special issue of Chambers of Commerce (UPICA) , Certificate of Quality (SGS) or other specific , are at customer cost and not calculated in the price that generally we issue.

We can provide any document you may require with goods ,some as the special packing and transport ,but at you cost.

- (1) Bank
- (2) Number and date of contract
- (3) Issuer or Customer name
- (4) Contract Object or Proforma Invoice
- (5)(6) Currency and Contract Amount if with attached Proforma not less than the amount stated in Proforma with all inclusive expencies stated as transport , packing and other customer requirement.
- (7) Final date of Shipment (it can be EX WORK , F.O.T. , F.O.B.) Goods delivered to forwarder.
- (8) Final date for control the documents before our bank send to Issuer (customer) Bank.
- (9) This date and number including identification CRYPT are secret between Bank to Bank
- (10) This paragraph authorize our Bank to control that sales have been in accordance with contract.

Enclosure II: Model of Price List for standard Product (this price are indicative stated in order to understand how to calculate)

Majolicated lava stone price list, Majolicated and decorated sheets, valid until 30/06/2002
Prices in Euro (€) indicative 1 Euro = 0.90 USD (Usa Dollar)

Codice	Large	Length	Unit size	Thickness	Currency	Price	VAT - IVA
PL DS	100	100	cm.	2	Euro	1.095,00	Excluded
PL DC	100	100	cm.	2	Euro	1.195,00	Excluded
PL DP	100	100	cm.	2	Euro	1.500,00	Excluded
PL DS	100	100	cm.	3	Euro	1.421,00	Excluded
PL DC	100	100	cm.	3	Euro	1.555,00	Excluded
PL DP	100	100	cm.	3	Euro	1.945,00	Excluded

PL DS Pietra Lavica smaltata Decoro Semplice Majolicated lava stone with simple decoration

PL DC Pietra Lavica smaltata Decoro Composto Majolicated lava stone with double decoration

PL DP Pietra Lavica smaltata Decoro Pieno Majolicated lava stone with full decoration



SAMPLE of PL DS



SAMPLE of PL DC



SAMPLE of PL DP

Misure disponibili a cm.2 da cm. 40 x 40 a cm. 100 x 100 o rettangolare da cm.40 sino a cm.100

Misure disponibili a cm.3 da cm. 40 x 40 a cm. 160 x 160 o rettangolare da cm.40 sino a cm.160

Misure disponibili a cm.2 , taglio tondo , da diametro dia cm.40 a dia cm.100

Misure disponibili a cm.3 , taglio tondo , da diametro dia cm.40 a dia cm.160

Altre misure e spessori disponibili e quotabili a richiesta del cliente

Size available at 2 cm thick from cm.40 x 40 to cm.100 x 100 or rectangular from cm.40 to cm.100

Size available at 3 cm thick from cm.40 x 40 to cm.160 x 160 or rectangular from cm.40 to cm.160

Size available at 2 cm thick, round cut, with diameter cm.40 to cm.100

Size available at 3 cm thick, round cut, with diameter cm.40 to cm.160

Other sizes and thickness available and quotable at customer request.

Enclosure III: Order Confirmation or duly signed Proforma Invoice

ORDER SAMPLE OR MY BE A PROFORMA INVOICE ON OUR COMPANY PAPER

Order date _____ *validate date of trasmission email o fax or postal stamp* _____

Sales Company

SIGA SRL – 52, VIALE DANTE – 1006 TORRE PELLICE – TORINO – ITALY - P.IVA IT 06992270014

Customer

Ditta/Company name* _____

Attività/main Activities* Sample Private Shop Reseller Others

P.I./ C.F./ V.A.T/ Income Tax no.* NOT ECC Intrastat _____

Città della Ditta / City of Company _____

C.A.P./ ZIP Code* _____

Via e no./ No. & Street * _____

Provincia / State * _____

Stato / Nation * _____

Telefono /Phone * (____)(____) _____

Telefax* (____)(____) _____

email: (if any) _____

url /http:// (if any) _____

* richiesti per l'ordine / request for order

*Preso atto delle condizioni generali di vendita, accettate, sottoscritte e inviate via fax, si richiede la seguente fornitura .
Accepting the sales conditions , accepted and duly signed ,posted by telefax ,we are pleased to require the following goods :*

Codice e descrizione prodotto come da listino o offerta , Quantità o Pezzi , Prezzo EURO
Code and description as per price list or proforma , Quantity or Pcs , Price in EURO

Code	Large	Length	Unit size	Thickness	Currency	Price	VAT - IVA
PL DX	XXX	XXX	cm./inches	X	Euro	X.XXX,00	Excluded

X = da completare per l'ordine / must be filled for the order

Tipo di pagamento/ Type of Payment Anticipate Bank Transfer Confirmed Letter of Credit

Termini di consegna /Delivery goods (Incoterms 2000) E X Work Free Factory F A S
 F O B C & F C I F
 Door to Door (excluding import and state tax)

Questo ordine deve essere spedito al numero di telefax +39 0121 932 411 o via email a : vendita@sigait
Vi verrà inviata la nostra conferma d'ordine con i prezzi accettati con le specifiche di spedizione e banca.
This order form must be send to telefax no. +39 0121 932 411 or via email to : vendita@sigait
We will send you the confirmation ,price acceptance with the delivery time and details for bank transfer.

VENDOR Signature & Stamp	CUSTOMER Signature & Stamp
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