



FILATORI PER PASSIONE DAL 1962  
SPINNERS WITH PASSION SINCE 1962

## GENERAL CONDITION OF SALE

REV	DATE	SUBJECT	AUTHOR	VER./APP
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## General condition of sale

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## General condition of sale

### 1 Applicability

All of the contracts between Filatura C4 S.r.l. (hereinafter "Seller") for the purpose of selling its products (hereinafter "Products") and to their client (the Buyer) will be subject to the following General Conditions of Sale, which cancel and replace all of the prior General Conditions of Sale, written or verbal agreements, or any previous practices and uses, carried out between the parties and excludes the application of all other general terms and conditions adopted by the Buyer and any third party.

### 2 Modifications

The Seller reserves the right to modify and/or change the General Conditions of Sale, in writing at any time.

### 3 Consignment conditions

If not otherwise established in writing by the Seller, the delivery of Products is DDP (Delivered Duty Paid - at the agreed upon location) (Incoterms 2000 Italian International Chamber of Commerce).

### 4 Property rights

Until Seller has received full payment for the Products, title to such Products shall remain in the Seller.

### 5 Orders and deliveries

Each order must specify the quantity of Products ordered and the delivery date agreed. All deliveries must be scheduled on normal business days, and delivery is DDP (Delivered Duty Paid –at agreed upon location) (Incoterms CCI 2000). All Products are delivered in Seller's normal packaging provided for the Product by Seller.

### 6 Acceptance of orders

All orders must be written in a clear and complete manner and must be printed on Buyer's letterhead. Orders placed by the Buyer are accepted only after Seller gives written confirmation. Buyer should review any correspondence regarding the orders, provide notice in writing of any errors within 48 hours of receiving order confirmation. After this 48 hour period, any errors in the order confirmation are deemed accepted by the Buyer and can no longer be considered mistakes.

## General condition of sale

### 7 Modifying and cancelling orders

Any modification or cancellation of orders on the part of the Buyer will not be accepted if received by the Seller after order preparation is in progress.

In the case where the Buyer notifies the Seller of the change or cancellation before the Seller has started working, but the Seller has already incurred expenses, the Buyer must fully reimburse the Seller for any costs or damages.

Any written requests regarding changes or cancellations prior to Seller's undertaking preparation are acceptable if confirmed by the Seller in writing.

### 8 Contract termination or suspension of delivery

The Seller reserves the right to cancel any orders already confirmed and/or terminate any sales contracts and/or suspend the delivery of Products, effective immediately, if one or more of the following conditions is verified:

- a - Buyer is insolvent or is behind in payments to its creditors, or in a liquidity crisis, or has declared bankruptcy, or is in any type of insolvency procedure or similar procedure;
- b - the Buyer's assets are totally or partially seized under judicial process or if a liquidator or a bankruptcy trustee is nominated by the Buyer;
- c - the Buyer's financial or patrimonial situation declines, causing a reduction or a termination of credit by a lender or the revocation of a revolving letter of credit, and the Buyer does not provide further sufficient assurance of payment to the Seller;
- d - the Buyer breaches the General Conditions of Sale or a sale agreement.

### 9 Responsibility of the seller regarding supplied product information

All of the Product information supplied by the Seller, in the absence of a specific Seller's data sheet, information in the catalogue, in the promotional material, in the price lists and in any correspondence, are given in good faith and should be used by the Buyer with care to insure the correct use of such information. Seller does not warrant any information provided and the Buyer assumes any and all risks that such information might be inaccurate. Seller does not assume any responsibility for unknowingly providing inaccurate information.

### 10 Prices and conditions of payment

All sales prices in the price lists shall be periodically updated and sent to the Buyer. Unless otherwise agreed, the cost of the goods shall be paid within 60 days of the invoice date.

## General condition of sale

### 11 The substitution or modification of product components or colour

The Seller reserves the right to modify, substitute, or add to any product at any time, by changing components or colours, while maintaining the composition of the product specified and agreed upon in the invoice.

### 12 Irregular or late payments

Any late payment by the Buyer allows Seller to immediately suspend shipment of all Buyer's orders.

30 days after the agreed upon payment due date, penalty interest is added without a grace period and is calculated according to Italian law 231/2002. Penalty interest is added at the prime interest rate of the Central European Bank then effect plus 7 percentage points. This is applied by the Central European Bank to its most recent principal refinancing operations, it is effective the first calendar day of the six month period in question.

The interest rate is valid from the first working day of the European Central Bank's six month period and is applied for an additional six months.

The Economic and Financial Ministry publishes information regarding the prime rate, at the net rate increase, in the official Journal "Gazzetta" of the Italian Republic, on the fifth working day of every six month period, according to article 5 D.Lgs 231/2002.

Seller also has the right to recover all costs incurred in collection, whether or not a court proceeding is initiated, except in cases involving of major damage.

### 13 Terms of delivery of goods

The Product delivery date is approximate and not Seller's obligation unless Seller is more than 30 days late in delivery. Seller will use its best efforts to deliver Products within the contract schedule, but in no case will Seller be responsible for damages or costs directly or indirectly caused by a delay in carrying out a contract or a delay in the delivery of Products.

### 14 The product quality

Seller guarantees that its Products comply with specific Product specifications, in which Buyer declares to have extensively and completely reviewed before submitting its purchase order.

Seller guarantees that its Products are suitable for the use in which they are used normally.

## General condition of sale

Seller does not assume any responsibility if the Products are unsuitable for a special use created by the Buyer, unless Seller provides a written guarantee for the use created by the Buyer. The Seller also guarantees that the goods are free of any manufacturing defects according to laws in Italy.

### 15 Warranty terms and exclusions

Buyer shall examine the Products, or have them examined within ten days of delivery even if the contract or single order involves an additional transport of the Products to another destination handled by the Buyer.

Buyer, assumes the risk of loss unless Buyer notifies Seller in writing of any Product defects, deformities, or damage found, in a timely, detailed and non generic manner within ten days of the product delivery date. The notice shall specify the quantity of damaged Products, the time of damage, the party interested in the damage and the invoice in which the goods were included as well as the number and the date of the order confirmation.

Within eight days following this communication, Buyer should provide Seller with a complete sampling of the damaged goods, while the remainder of the goods should immediately be at the Seller's disposal or available for any necessary inspection.

In the case where the damaged goods are not reported in a timely manner, the Products will be deemed accepted without reservation and any late claims will not be considered by the Seller.

Regardless of any claim or rejection, Buyer cannot suspend payment according to Article 1462 c.c.

In no case can the Buyer offset the cost of goods with a provisional credit towards the Seller.

Seller is not responsible in cases where the Buyer, or the ultimate customer, did not store the Products in the correct manner or comply with the possible recommendations supplied by the Seller for the use and maintenance of the Products, of which the Buyer declares to be well informed.

This warranty is intended to replace any other Product warranties concerning sales, quality or suitability for a particular purpose, with the exception of a separate written warranty by the Seller.

Seller shall not be in any way responsible for any indirect damage or profits lost (or no profit) or for loss of reputation due to the characteristics or possible defects in the Products accepted by the Buyer.

## General condition of sale

Unless different agreements are drawn up in writing, no warranty will be issued by the Seller regarding product conformity with any type of rules and regulations, including security and protection measures possibly in effect in the Buyer's country.

In addition to the limitations explained above, it's the Buyer's duty to inform the Seller of the precise requirements and legal regulations enforced in the Buyer's country, regarding the Products and their packaging.

### 16 Buyer's remedies for breach of warranty

If the Seller agrees with the damage report and communicates in writing to the Buyer, the Seller can at its option, do any of the following:

- a – Pick up the defective Product and repair it, providing then that it is returned to the Buyer, or
- b - Replace the defective Product, or
- c - Reimburse the Buyer for the cost of the Product.

### 17 Particular conditions of sales

In the case where the Buyer wishes to exclude a limited warranty or remedy clause from a particular binding contract with the Seller, as required by special conditions, that request must be put in writing and sent directly to the Seller before order is accepted. At Seller's discretion it can decide to accept Buyer's proposal, in writing, with an agreed appropriate increase in Product costs, that reflect the Seller's increased risks and obligations that the Seller has agreed to assume.

### 18 Applicable laws

All of the contracts concluded by the Seller are exclusively subjected to Italian laws, while excluding the application of the United Nations Convention on Contracts for the international sales of goods, Vienna 11/04/1980.

### 19 Conciliation clause

The parties agree by consent that any controversies arising from interpretation, application, execution, performance or lack of performance, decisions, non-existence, cancellation, inefficacy, and from the execution of this present contract, agree to utilize the services of a professional conciliator in order to resolve differences. This conciliator will be selected by the "Organismo di Conciliazione Concordia S.r.l.

The Conciliation office is in Florence, via Alfieri, 28.

The conciliation will be in the Italian and English languages.

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The conciliation procedures take 60 days from the beginning and are disciplined by the laws and regulations of the Conciliator nominated by the above mentioned conciliation. The parties are required to appeal to the conciliation prior to starting any legal procedure.

### 20 Jurisdiction-and-exclusive competence

Any inherent controversy or any other controversy connected to the application, execution, resolution, cancellation, invalidity of the contractual agreements between the Seller and the Buyer, will place all parties under exclusive jurisdiction. Any controversy shall be determined under Italian laws and all parties agree to subject themselves to the exclusive jurisdiction of the Italian Court of Law (Foro di Firenze).

### 21 Authentic text – modifications

The edited text in the Italian Language of the present sales conditions will remain the only authentic text.

Any possible texts in foreign languages are not to be considered binding, they were only produced as a courtesy, with the sole purpose of facilitating discussion.

Nothing added or modified will be considered valid unless it is put in writing and approved.

### 22 Force major

None of the parties will be held responsible for the failure to fulfil their obligations provided for they are able to demonstrate: a) The failure was caused by an event or circumstance beyond their control, b) it was something impossible to imagine happening at the moment of signing the present contract, and c) that it was not reasonably possible to avoid or remedy the situation or its results.

Force major, includes without limitation, fires, floods, wars, revolts, forces of nature, civil or military acts, fires, strikes and uprisings.

If a force major event occurs, the execution date or dates of the obligations will be postponed for the required time period, under the condition that if the force major continues for a period of more than two months, the uninvolved party reserves the right to rescind the contract, doing so by communicating in writing directly to the involved party. Each party will do its best to minimize the effects of any force major.





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## YARN USE AND MAINTENANCE

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1	16/01/09	1° issue	Alessio Catani	Riccardo Chiti



Summary :

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## Yarn use and maintenance

### 1 Applicability

The aim of this document is describing simple rules of yarn use and maintenance and applies to all the range of products of Filatura C4 S.r.l.

### 2 Yarn Stock

Keep the yarn into dry places, away from direct light and heat sources. Extended exposure to these factors may reduce light fastness performance and physical-mechanical properties of the yarn with consequent reduction of the final product performance.

### 3 Handling

There are two different types of yarn package: type A with a pallet as base, type B with a cardboard layer as base and cardboard lateral flanges.

Handle the type A package putting the forks of the truck into the proper slots of the pallet (at the bottom). Handle type B gripping with the pliers of the truck on the lateral flanges of the package.

Don't use hooks directly on the package to lift it up, neither catch the package putting the pliers of truck on the soft part of it. Pressure may cause the flattening of the package with consequent damage on the yarn.

### 4 Use

Work separately different lots.

In case of twisted yarn, before proceeding to any further process throw away from each cone the first meters of yarn (4-5 meters) in order to avoid that the incidental presence of single yarn on the outside of the cone may run through the final fabric.

To make easy and quick the traceability of the yarn, keep the label on the package till the last cone inside is taken.

### 5 Finishing

Yarn is delivered in the same state as it comes out from the production with a percentage of spinning ensimage on.

It is recommended scouring the fabric to remove the remaining ensimage being careful not using bleach, ammonia, alkali or acids. Anyway always check the composition of the yarn in order to choose the proper product for the scouring.



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## Yarn use and maintenance

For wool or wool blend yarn it is recommended a dry scouring.

Temperature (in scouring or drying, or in other finishing process) may cause effects on the fastness performance and/or on physical-mechanical properties of the yarn depending on the fibre composition. It is recommended always checking out the fibre composition of the yarn to choose the proper finishing process.

Filatura C4 S.r.l declines any responsibility for every damage on the yarn or on the final product caused by auxiliary and additive substances and finishing process used from the Customer, still less caused by not applying all the precautions above mentioned.



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## YARN USE AND MAINTENANCE