TERMS AND CONDITIONS OF SALE

1. Buyer’s acceptance. These Terms and Conditions of Sale (“Terms and Conditions”) shall apply to every sale by Sicis S.r.l. (“Sicis”), including mosaic decor, borders, etc., (“Mosaics”) as well as furniture and furnishing items and related packaging sold under any of Sicis’ Sicis Art Mosaic, Sicis Next Art trademarks (“Products”); i.e., a person or entity who places an order to purchase Products from Sicis (“Buyer”). Depending on the type of Products sold and at Sicis’ sole discretion, additional terms and conditions which will not conflict with these Terms and Conditions may apply, and will be provided by Sicis to Buyer and attached to and become an integral part of these Terms and Conditions. Buyer’s signature of these Terms and Conditions shall be deemed acceptance of these Terms and Conditions. Moreover, in each instance, that Buyer or Buyer’s agent transmits a Sales Order Confirmation signed by Buyer or Buyer’s agent to Sicis, Buyer affirms and ratifies the Terms and Conditions previously signed by Buyer or accepts the Terms and Conditions printed on or attached to such order confirmation form, as applicable. Any other terms or conditions which may at any time be indicated in Buyer’s order, forms, correspondence, or otherwise (whether oral or written) shall be of no effect, even if not expressly objected to by Sicis.

2. Purchase orders. Buyer shall submit purchase orders to Sicis in writing, stating, at a minimum:
(a) identification of the Products ordered, including dimensions subject to estimation, as designated in Sicis’ published price list(s) and catalogues;
(b) quantity of Products, subject to minimum orders and rounding as specified in Sicis’ published price list(s);
(c) requested date of delivery of Products; and
(d) shipping instructions and shipping address. Buyer shall ensure that its purchase orders are received by Sicis at least thirty (30) days prior to the shipping date requested in the purchase order. All purchase orders are irrevocable upon acceptance by Sicis in accordance with Section 3 below unless a written notice of revocation is received by Seller prior to the time of shipment. An acceptance of purchase order may not be modified or cancelled by Buyer, except as provided herein.

Buyer acknowledges that the dimensions of Sicis Mosaics as published in Sicis catalogues and price lists are estimates only. By submitting a purchase order, Buyer confirms that of such estimations, and does so with responsibility for providing detailed specifications in the purchase order, as necessary and appropriate for Buyer’s own requirements.

3. Binding orders. Any order by Buyer may be accepted by Sicis in whole or in part. No order is binding on Sicis if not previously accepted. Each order is accepted subject to Sicis’ ability to ship, at the time and in the quantity specified, contingent upon product availability, force majeure and any other causes beyond the control of Sicis. Once accepted, orders may not be cancelled by Buyer except in the event of Sicis’ inability to ship within thirty (30) days of the specified shipment date.

4. Partial shipments. Partial shipments will be invoiced as shipped. Buyer may not accept only a part and reject another of the Products delivered. Acceptance of any part of the Products ordered shall constitute acceptance of the entire order, whether or not the Products are all tendered in one shipment.

5. Price and risk of loss. Prices are Ex-Works Sicis’ factory in Ravenna. For an additional handling charge per delivery, at Buyer’s request and expense, shipments will be delivered to Buyer’s consolidating warehouse of choice in the Industrial Area of Sassuolo. Risk of loss or damage to the Products shall be transferred to the Buyer upon Sicis placing the Products at Buyer’s disposal at Sicis’ factory in Ravenna. All transportation insurance, customs duty and other charges are for the account of Buyer. Any shipping arrangements made by Sicis with carriers or forwarding agents, at Buyer’s request or otherwise, including delivery to Buyer’s consolidating warehouse in the Industrial Area of Sassuolo, shall be made solely on Buyer’s behalf and at Buyer’s sole cost and risk of loss and damage. Claims for breakage, damage, loss in transit and delay in delivery must be made to the carrier by the Buyer. Buyer must notify the delivering carrier of such claims immediately upon delivery so that inspection may be made to substantiate Buyer’s claim against the carrier.

6. Packaging. The Products are delivered in cardboard-boxes. For non-standard size items, Sicis reserves the right, at its sole discretion, to arrange for alternative packaging suitable to the order, including the use of pallets and wood crates. Costs of such special packaging will be charged to the invoice as indicated on the order confirmation.

7. Payment terms. Payments will be made by Bank wire transfer or Irrevocable Letter of Credit according to Sicis’ indications. If a credit line has been accepted, payment will be made by Bank check at 30 or 60 day terms. For Custom orders (by dimension, design, or otherwise non-standard product), Sicis can request deposit payment at the time order is confirmed with the balance due prior to shipment, or require payment upon order confirmation. If the customer has a balance due on account, Sicis reserves the right to suspend shipment until all outstanding balances are cleared prior to delivery.

SICIS • 48123 Ravenna, Italy • Via Canala 85 • Ph. +39-0544469711 • Fax +39-0544469811 • info@sicis.com • www.sicis.com
9. Costi per il recupero. Nel caso in cui l’Acquirente dovesse venire meno agli obblighi assunti in forza del presente atto, dovrà sopportare tutti i costi relativi all’azione di recupero crediti, compresi gli onorari, le spese vive e i diritti sostenuti da Sicis.

10. Rifiuto di esecuzione di ordine da parte della Sicis. Sicis ha la facoltà di non dar corso ad un ordine d’acquisto accettato, senza incorrere in alcuna responsabilità, qualora l’Acquirente diventato insolvente, sospenda in tutto o in parte le proprie attività commerciali, vengano iniziati contro di lui, o siano già in atto, istanze o procedimenti concorsuali previsti dalle leggi federali o statali, ovvero direttamente alla riforma aziendale. Qualora Sicis ritiene in una fase che l’Acquirente non sia in grado di far fronte al pagamento a norma dei Termini e Condizioni previste nel presente atto, oppure diventi legalmente incapace, Sicis può, a sua discrezionale discrezione, rifiutare l’esecuzione dell’ordine di acquisto, fornendo al tempo stesso la responsabilità dell’Acquirente per il pagamento del Prodotto eventualmente già consegnoto.

11. Diritti di proprietà e di riservatezza. Tutti i diritti sui modelli, i disegni, i marchi commerciali, i marchi di fabbrica e i diritti d’autore di Sicis usati o relativi ai Prodotti, sono e rimangono di esclusiva proprietà di Sicis e l’Acquirente non ha su di essi o relativamente ad essi, nessun diritto di proprietà o interesse. L’Acquirente non potrà riprodurli o imitarli, o permettere che altri, direttamente o indirettamente, li riproducano o li imitino. Le informazioni e il materiale contenuti nel presente atto restano di proprietà esclusiva, trasmesse in via riservata, e a condizione che non vengano riprodotti o imitati in alcun modo, né usati o rivelati a terzi al di fuori dell’ambito della ditta dell’Acquirente, a meno che non esista un’autorizzazione scritta di Sicis.

12. Legge applicabile e arbitrato. Qualunque controversia o reclamo relativi ai Termini e Condizioni contenuti nel presente atto, o alla loro inadempizione, che insorgerso con un Acquirente residente al momento della sottoscrizione del presente atto restano di proprietà esclusiva di Sicis e l’Acquirente non ha su di essi o relativamente ad essi, nessun diritto di proprietà o interesse. L’Acquirente non potrà riprodurli o imitarli, o permettere che altri, direttamente o indirettamente, li riproducano o li imitino. Le informazioni e il materiale contenuti nel presente atto restano di proprietà esclusiva, trasmesse in via riservata, e a condizione che non vengano riprodotti o imitati in alcun modo, né usati o rivelati a terzi al di fuori dell’ambito della ditta dell’Acquirente, a meno che non esista un’autorizzazione scritta di Sicis.

13. Rinunce. La rinuncia di Sicis ad insistere sulla stretta osservanza, da parte dell’Acquirente, dei Termini e Condizioni, o il fatto che l’esercizio di Sicis dei propri diritti in caso di inadempienza da parte dell’Acquirente, non potrà in alcun modo limitare i diritti di Sicis, nel caso in cui persistesse l’inadempienza o si ripetessero in tempi successivi. Il personale vendite di Sicis potrebbe aver fatto dichiarazioni orali in merito ai Prodotti, le quali non costituiscono garanzie, e pertanto non devono essere ritenute attidibili dall’Acquirente e non possono essere considerate avere valore contrattuale. I Termini e le Condizioni qui contenuti possono essere modificati solamente per iscritto a firma di un rappresentante autorizzato di Sicis.

14. Garanzia limitata Sicis. Sicis garantisce che i Prodotti di sua produzione sono esenti da difetti di manufatto e di manodopera, in conformità con le seguenti condizioni:

a) Chi è coperto dalla garanzia. La garanzia copre solamente coloro che acquistano i Prodotti da un rappresentante autorizzato di Sicis o direttamente da Sicis.

b) Durata della garanzia. La garanzia si estende per due anni dalla data di vendita dei Prodotti.

8. Security interest. Buyer agrees that as security for the performance of Buyer’s payment obligations hereunder, title and right of possession of the Products shall remain with Sicis until such Products have been paid for in full. Buyer agrees to execute any financing statements and any amendments thereto required by Sicis to create and preserve such purchase money security interest and Buyer hereby authorizes and grants power of attorney to Sicis to file any financing statements in any jurisdiction at any time it deems necessary to protect and maintain its interest, with or without the signature of Buyer, and specifically authorizes Sicis to file such statements without Buyer’s signature. Buyer hereby represents and warrants that no entity or individual holds any security interest in any of its assets which might include the Products; and for so long as any amounts remain outstanding between Buyer and Sicis, Buyer shall, at its own cost and expense, maintain the Products free and clear of all liens, encumbrances, levies, attach- ments or other judicial process from every cause whatsoever.

9. Cost of collection. In the event Buyer shall default in its obligations hereunder, Buyer shall be liable for Sicis’ costs of collection, including attorney’s fees, disbursements and court costs.

10. Cancellation by Sicis. Sicis may decide to not process a confirmed and accepted order without liability if Buyer becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Buyer under any state or federal law relating to bankruptcy, reorganization, receivership, or assignment for the benefit of creditors. If Sicis believes in good faith that Buyer’s ability to make payment required by these Terms and Conditions is or may become impaired, Sicis may in its sole discretion refuse to execute the order or any part thereof, Buyer remaining liable to pay for any Products already shipped.

11. Proprietary rights and confidential information. All rights in pattern, design, trade names, trademarks and copyrights of Sicis used on or in connection with the Products are proprietary and shall remain the exclusive property of Sicis, and the Buyer shall have no right of interest therein or with respect thereto. The Buyer shall not reproduce or simulate, or cause or allow anyone to reproduce or simulate, either directly or indirectly any such pattern, design, trade name, trade mark or copyright. The information and material contained herein are proprietary and are submitted in confidence and with the condition that it will not be copied or otherwise reproduced and will not be used or disclosed to anyone outside Buyer’s company except as authorized in writing by Sicis.

12. Governing law; arbitration. Any controversy or claim arising out of or relating to these Terms and Conditions or breach thereof, arising with a Buyer resident of Canada, Mexico or the United States at the order were signed, shall be construed in accordance with the laws of the State of New York, irrespective of its conflict of law provisions, and shall be settled by arbitration in the City, County and State of New York in accordance with the current Commercial Rules of the American Arbitration Association. If the Buyer was a resident of any other country at the time the order were signed, the Terms and Conditions, or their default, shall be construed in accordance with the laws of the Republic of Italy, irrespective of its conflict of law provisions, and shall be settled by arbitration in the City of Milan, Italy, in accordance with the then current rules of the Camera Arbitrale Internazionale di Milano (“the International Arbitral Chamber of Milan”). Judgment upon the arbitral award rendered shall be ritual and law and may be entered in any court of competent jurisdiction. The arbitration award shall be final as between the parties, and the prevailing party shall be entitled to recover attorney’s fees and costs awarded by the arbitration. All definitions of shipment and delivery terms, e.g., “Ex Works” shall be governed by the prevailing Inco-terms published by the International Chamber of Commerce.

13. Waiver. No failure of Sicis to insist upon strict compliance by Buyer with these Terms and Conditions or to exercise any right accruing from any default of Buyer shall impair Sicis’ rights in any case. Buyer’s default continues in all respects until the default is cured.

14. Sicis Limited Warranty. Sicis warrants that its Products shall be free from defects in material and workmanship in accordance with the following terms:

Who is covered by this warranty. This warranty extends only to a purchaser of Sicis products and shall remain with Sicis until such such Products have been paid for in full. Buyer agrees to exercise any financing statements and any amendments thereto required by Sicis to create and preserve such purchase money security interest and Buyer hereby authorizes and grants power of attorney to Sicis to file any financing statements in any jurisdiction at any time it deems necessary to protect and maintain its interest, with or without the signature of Buyer, and specifically authorizes Sicis to file such statements without Buyer’s signature. Buyer hereby represents and warrants that no entity or individual holds any security interest in any of its assets which might include the Products; and for so long as any amounts remain outstanding between Buyer and Sicis, Buyer shall, at its own cost and expense, maintain the Products free and clear of all liens, encumbrances, levies, attachments or other judicial process from every cause whatsoever.

15. How long the warranty lasts. Coverage under this warranty lasts for eighteen (18) months from the date of installation of the Mosaics, but no longer than two (2) years from the date of purchase.
Gli impegni della Sicis. Sicis, a propria scelta, (i) si impegna a sostituire gratuitamente i Prodotti difettosi, sempre che l’Acquirente si faccia carico delle spese di spedizione e di eventuali costi assicurativi e doganali; oppure (ii) a rimborcarsi all’Acquirente il valore di rimpianto dei Prodotti difettosi. In ambedue i casi, l’Acquirente è tenuto ad osservare la Procedura per i reclami descritta nel paragrafo seguente. Sicis non è responsabile di materiale sostenuto per la diagnosi, correzione, manutenzione, rimozione, installazione o rimpianto dei Prodotti.

Procedura per i reclami. L’Acquirente è tenuto a notificare per iscritto, a mezzo di lettera raccomandata o certificata con avviso di ricevuta, il difetto dei Prodotti a Sicis entro trenta (30) giorni dall’avvenuta constatazione e comunque non oltre il termine di durata della garanzia, poiché i tempi rivestono importanza essenziale. L’Acquirente deve inviare la lettera con accusa la prova d’acquisto, al seguente indirizzo: via Canala, 75/79, 48123 Ravenna, Italia (telefono +39/0544/469711; telefax +39/0544/469811; posta elettronica warranty@sicis.com).

Limiti della garanzia. Questa garanzia non copre difetti o danni (latenti o meno) derivanti dall’uso improroprio, dall’abuso, dall’uso o dallo stoccaggio negligente o improprio; dalla variazioni meteorologiche o di temperatura, dall’esposizione all’acqua o agli agenti chimici, dalla grandine, dall’impatto con oggetti esterni, da terremoti, uragani, cicloni, fulmini, inondazioni o altre tempeste o cause violate, o da cause di forza maggiore; da assemataggiamenti, smottamenti, distorsioni, cedimenti o lesioni nella struttura di base o di supporto; da esposizione ad agenti chimici dannosi, o per danni risultanti dalla spedizione o il trattamento da parte dell’in- stallatore o del fornitore o da installazione impropria. È responsabilità dell’Acquirente consultare uno o più tecnici per istruzioni e raccomandazioni sul metodo, gli attrezzi e i materiali adatti all’installazione specifica che l’Acquirente intende fare dei Prodotti (compreso, fra l’altro, la scelta e l’uso di materiali adesivi e della malta per la posa di mosaici). Sicis non si assume nessuna responsabilità per quanto riguarda l’installazione del mosaico. Sicis non ha sede nell’area in cui vive l’Acquirente. È necessario, pertanto, che l’Acquirente consulti un tecnico che opera in loco, per istruzioni e raccomandazioni particolari per l’installazione e la manutenzione, a seconda delle condizioni meteorologiche prevalenti in loco, alle temperature, all’acqua o agli agenti chimici locali. Sicis declina qualsiasi responsabilità relativa a mutazioni nei colori del mosaico causate da macchie o contaminazione o da altri agenti esterni quali muschio, licheni, alghe, muffa, muschi ed altri tipi di vegetazione. Le tessere musive sono tagliate a mano e quindi gli ornamenti e le decorazioni sono suscettibili di scheggiature ai bordi durante il processo di lavorazione. Sicis non è responsabile di tali scheggiature né sostituirà le tessere scheggiate che fanno parte della decorazione di un Mosaico. Unica ed esclusiva garanzia. Questa garanzia sostituisce espressamente qualsiasi altra garanzia, espressa o implicita.

Applicabilità delle normative statali. In alcuni stati, la legge non permette limiti alla durata della garanzia implicita di conseguenza, i limiti di cui sopra potrebbero non essere applicabili. Inoltre, in alcuni stati la legge non permette l’esclusione o la limitazione della garanzia relativamente a danni particolari, incidentali o con- sequenti, quindi le suddette limitazioni od esclusioni potrebbero non valere. Que- sta garanzia conferisce diritti legali specifici all’Acquirente, oltre ad altri eventuali diritti previsti dalla normativa di ciascuno stato.

Modificazione dei Prodotti. Sicis si riserva il diritto di cessare o di modificare la produzione dei Prodotti, anche per quanto riguarda i colori, senza obbligo di preavviso all’Acquirente e declina eventuali responsabilità verso quest’ultimo in conseguenza di detta sospensione o modifica.


What Sicis will do. Sicis will, at its option, either (i) replace defective Mosaics free of charge, provided that the Purchaser pays the shipping, insurance and cus- toms duties, if applicable; or (ii) pay the replacement value of defective Mosaics. In either case, the Purchaser must comply with the Claims Procedure described below. Sicis will not be responsible for payment of any labor or material expenses to diagnose, adjust, service, remove, install or replace the Mosaics.

Claims Procedure. The Purchaser must notify Sicis of defective Mosaics in writ- ing by registered or certified mail, return receipt requested, within thirty (30) days after the discovery thereof, but no later than the warranty period, time being of the essence. The notice must include proof of purchase, sent to the following address: via Canala, 85, Ravenna 48123, Italy; Ph. +39-0544-46 97 11, Fax: +39- 0544-46 98 03 or by e-mail at warranty@sicis.com. Sicis may, at its discretion, re- quire that the Purchaser return any and all defective Mosaics. However, no Mosa- ics shall be returned to Sicis without its prior written authorization.

Limitations. This warranty shall not apply to defects or damage (latent or oth- erwise) caused by misuse, abuse, neglect or improper handling or storage; by weather variations, temperatures, water or chemicals; by hail, impact of foreign objects, earthquake, hurricane, tornado, lightning, flood, other violent storm or casualty, or acts of God; by settlement, movement, distortion, failure or cracking of the support structure or base; by exposure to harmful chemicals; or by damage occurring during shipping or handling by the installer or supplier; or by impro- per installation. It is the Purchaser’s responsibility to consult a specialist or specialists in the specific type of installation(s) for which the Purchaser wants to use the Mosaic, for instructions and recommendations on procedures, tools and materials to be used in the installation of the Mosaics (including, but not limited to, selection and ap- plication of adhesives and grouting). Sicis assumes no responsibility for the instal- lation of the Mosaic. Sicis is not present in the Purchaser’s area. It is the Purchaser’s responsibility to consult a specialist in the Purchaser’s area for any special installation and mainte- nance instructions or recommendations which may be applicable due to weather conditions, temperatures, water or chemical conditions present in the Purchaser’s area. Sicis shall have no liability for changes in color, shade or hue of the Mosaic caused by stains or contamination or resulting from outside sources such as moss, lichens, algae, mildew, fungus or other vegetation. Mosaic tiles, which are cut by hand, can chip at the edges during the manufacturing process of the Mosaic décor. Therefore, Sicis does not warrant nor shall Sicis replace chipped tiles which are part of a Mosaic décor.

Sole and exclusive warranty. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, TO THE EX- TENT ALLOWED BY LAW, ANY IMPLIED WARRANTY OF MERCHAN- TABIL ITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER OBLIGA- TION ON THE PART OF SICIS, INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS WITH RESPECT TO INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES. How state law applies. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Also, some states do not allow the exclusion or limitation of incidental, special or consequen- tial damages so the above limitation or exclusion may not apply to you. This war- ranty gives you specific legal rights, and you may have other rights which vary from state to state.

Change in the Mosaics. Sicis reserves the right to discontinue or modify its Mosa- ics, including the color thereof, without notice to a Purchaser and Sicis shall not be liable to the Purchaser as a consequence of such discontinuance or modification.

15. Indemnification. Products sold by Buyer to any person must be delivered with the Sicis Limited Warranty in a form identical to Section 14 above and avail- able upon request to Sicis. Any Buyer who fails to comply with this Section 15 for any delivery to any person will indemnify and hold harmless Sicis from any damage, loss, liability or expense, including attorney’s fees arising out of any war- ranty claim by such person relating to the Product.