

# GENERAL CONDITIONS OF SALE

For the Business-to-Business relationships (B2B), updated 15th January 2023

## MAIN SUMMARY

### Orders:

- New clients are usually required a minimum order quantity of 2000€, limited to their first order.
- **All items are made to order**, customized according to your requests. Therefore, **we don't keep any stock**.
- There are generally **no minimum set quantities for each item**.
- **Delivery lead time** may change depending on the complexity of the ordered items as well as our current workload. An approximate lead time, usually between 14 and 60 days, will be given during order quotation.

### Pricing:

- All prices, as written in our catalogues, emails or others means, are to be intended as discounted **wholesale prices, not including taxes** (B2B prices).
- Retail pricing may be freely set by the reseller (usually at least wholesale price x2 + taxes).
- All prices and quotations are valid for the current inquiry only. We reserve the right to change any price without prior notice.

### Payments:

- Full upfront payment or partial deposit will be required for the confirmation of your order.
- Unless agreed otherwise, invoices must be fully paid before shipping.

### Items:

- **Product packaging (such as gift boxes) are not included** for most items, unless specified. Custom boxes may be arranged and separately quoted if required.
- **Jewelry items** are each provided with a handmade cloth pouch.
- All items are sold **for Decorative purposes only**. At the discretion of the customer, most dishes and bowls are suitable for food use and dishwasher safe. However, we may not assume any responsibility in case of improper use (such as: thermal shocks, ovens and microwave ovens, abrasive utensils), nor we provide food safety certifications.
- As all **handmade** products, certain **irregularities** and imperfections are intrinsic feature of our craft and should not be considered defects, but part of the items' uniqueness.
- Raw Murano Glass is produced and coloured with traditional methods in a limited capacity by selected foundries. **Availability and tonality of each colour may vary over time**. Our Colour Palette is therefore meant strictly for reference and is non-binding. Depending on the lighting, reflection and angle of view, glass colours may also often appear different in photos.

### Shipping:

- All goods are shipped with courier, exclusively from our workshop in **Italy**.
- Shipping costs and fees are not included in the base price.
- You will receive a quotation following your request, based on the estimated size and weight of the total goods. The costs will be added to your order quotation (Incoterms DAP).
- You may otherwise choose to manage the shipping yourself, with a forwarder of your choice (Incoterms Ex-works).
- Customs duties and import taxes are not included and are at the expense and responsibility of the client.
- Items are usually packed and wrapped tightly in a single master box in such a manner to minimize damages and shipping expenses. In some cases, a protective wooden crate will be used, and its cost added to the expenses.

### Complaints:

- As all items are made to order, refund requests may be accepted only for **serious flaws**, missing pieces or proven mistakes in the order fulfilment. Returns are not allowed.
- **Breakage** claims must be filed within the day of delivery. Any evident damage or irregularity of the package or of the packaging or of the number of packages must be immediately raised with the carrier, while still present, by writing a note on the proof of delivery, and the contents checked as soon as possible. The parcel will be otherwise considered delivered fully intact and undamaged.

**Note:** this page contains just a summary of the main points of this document. Please refer to the following page for all legal details.

The last updated version of these conditions may be found at the following link: [B2B General Conditions of Sale](#)

# GENERAL CONDITIONS OF SALE

## For the Business-to-Business relationships (B2B), updated 15th January 2023

### INTRODUCTION

These Conditions apply to all contracts for the sale of Goods by the Seller (*Vetrofuso di Daniela Poletti*, hereinafter also referred to as "*Vetrofuso*" or "*We*") to the Buyer (hereinafter also referred to as "*Purchaser*", "*Client*" or "*You*")

Seller information: VETROFUSO di Daniela Poletti (sole proprietorship)  
registered address: Viale G. Oberdan, 360 - 47521 Cesena (FC), Italy  
VAT n° IT02483350407 - Registration Number 278218  
Tel. +39 0547 402553 - E-mail [info@vetrofuso.com](mailto:info@vetrofuso.com)

The latest version of this document may be found at the following link: [B2B General Conditions of Sale](#)  
This document is a translation of the original Italian version: [B2B Condizioni Generali di Vendita](#)

### Art. 1. Scope and Application

- 1.1 The Buyer is required to carefully read these General Conditions of Sale as well as all other information that the Seller provides, prior or during contract negotiation.
- 1.2 The General Conditions of Sale may be modified at any time. Any change and/or new conditions will be in force from the moment of their publication. The Buyer is therefore invited to consult the most up-to-date version of the General Conditions of Sale before making any purchase.
- 1.3 The Seller reserves the right to send You different and separate General Conditions of Sale by email.
- 1.4 The applicable General Conditions of Sale are those in force on the date the order confirmation (as defined at Art. 2.1) is sent.
- 1.5 The General Conditions of Sale apply to all distance sales, conducted through e-mail or any mean of electronic communication, limited to "Professional" buyers, pursuant to art. 3, paragraph 1, letter. c) of the Italian Consumer Code. The quality of Professional is the natural person or legal entity acting in the exercise of its business, commercial, craft or professional activity, or its intermediary.
- 1.6 The Buyer acknowledges that:
  - a) all times and schedules are to be intended as working days, therefore excluding Saturdays, Sundays, national holidays, and business closure days.
  - b) the images and description found in catalogues or commercial and promotional material are non-binding. Products color may slightly vary due to photographic lighting sources or your monitor settings.
  - c) the items sold by the Seller are handcrafted by the Seller and each product has, due to its artisanal constitution and the characteristics of the materials used, slight differences in color, shape and size.
  - d) All products, unless specified, are sold for decorative purposes only.
- 1.7 Third-party Sites and Links:
  - a) The present General Sale Conditions do not regulate the sale of products and/or services by subjects other than the Seller that may be present on the Site through links, banners or other hypertext links. Before carrying out commercial transactions with such subjects, it is necessary to verify their conditions of sale.
  - b) The Seller is not responsible for the provision of services and/or the sale of products by such parties.
  - c) The Seller does not control and/or monitor the websites that can be found through such links. The Seller is therefore not responsible for the contents of such sites or for any errors and/or omissions and/or violations of law by the same.
- 1.8 Indirect and Consequential Damages:
  - a) In no event shall Seller be liable to You or any third party for any indirect, incidental, special or consequential damages.
  - b) This includes, but is not limited to, any loss of income or other indirect loss resulting from the use of or inability to use your emails or otherwise preferred means of communication.
  - c) Seller makes no warranty or representation that: (i) their website, emails or digital documents are free of viruses or programs that may damage data; (ii) the information contained on their Website are accurate, complete and current.
- 1.9 Intellectual Property Rights:
  - a) All intellectual property rights (indicated as copyrights, trademarks – registered or unregistered -, design rights – registered or unregistered -, trade secrets and other similar rights in any case existing) belonging to the Seller shall remain property of the latter. No ownership or right to use of any Intellectual Property Rights of the Parties will be transferred or granted to the other Party, unless otherwise explicitly agreed.
  - b) The entirety of any element of the Seller's website, promotional material, commercial images and documents is the property of the Seller or third parties. Except for the specific written consent of the Seller, it is forbidden to reproduce, in whole or in part and by any procedure, distribute, publish, transmit, modify, or sell all or part of the previously mentioned content.
  - c) The Seller reserves the right to deny or revoke any use by You or third parties, for any reason and in the absence of contrary agreements, of the name, trademarks, or commercial images of the Seller.

### Art. 2. Placing an Order

- 2.1 The Seller will inform the Buyer on the method for confirming their order. The sales contract is considered concluded only after the fulfillment of the established conditions (such as, but not limited to, the payment of all or part of the Total Amount). The Buyer will receive an email stating the confirmation of their order.
- 2.2 The Buyer warrants that all information they provide is complete and truthful and agrees to indemnify and not to hold the Seller responsible for any damages, liabilities and/or penalties arising out of and/or in any way connected with the breach of this commitment. The Buyer agrees to inform the Seller immediately if they suspect or become aware of any misuse or improper disclosure of such information.
- 2.3 The Buyer is responsible for providing a list of required documents, certificates, and authorizations pertaining to the Products, their intended usage, as well as their shipping, export, or import, that the Seller must provide. The Seller will assume no liability for failing to provide the aforementioned documents, unless the Buyer requested them in an explicit and timely manner.
- 2.4 The Seller reserves the right to refuse orders that come from users who have previously violated these General Conditions of Sale or any regulatory provision.

### Art. 3. Availability of Products

- 3.1 The Seller cannot ensure availability of any Product, in all their variations, including but not limited to those items listed in catalogues and promotional material, or their reproducibility.
- 3.2 The Buyer will be informed in case of unavailability of the ordered Product. In this case, the Buyer will be entitled to terminate the purchase contract. However, please note that before requesting the termination of the contract, the Seller reserves the right to implement these measures:
  - a) If a restocking is possible, an extension of the delivery terms, offered by the Seller, with indication of the new delivery term, and upon express acceptance of the User.
  - b) If a restocking is not possible, the Seller will provide a different product of equivalent or higher value, subject to payment, in the latter case, of the difference, and upon express acceptance of the User.
  - c) The exclusion of the product from the order and deduction from the Total Amount Due. If the new Amount is less than the sum already paid by the Buyer, the Seller will refund the difference.
- 3.3 If a refund is requested for the purchase of Products that are subsequently unavailable, the Seller will refund within 14 days, by bank transfer.

### Art. 4. Pricing

- 4.1 All prices, as indicated in writing, catalogues and promotional material, and unless otherwise specified, do not include VAT as well as any other tax or duty. The prices of the Products do not include costs related to packaging, packing, or shipping, unless otherwise specified.
- 4.2 The Seller reserves the right to change the price of the Products at any time, without notice. The price charged will be set and agreed upon during the negotiation of your order and no variations (upwards or downwards) following the order confirmation will apply.
- 4.3 The Seller will charge the Buyer for all shipping and packing related costs, unless otherwise agreed.
- 4.4 The Buyer shall be responsible for any Customs duties, Tariffs and Import fees. As they cannot be properly quoted in advance, these may not be included in the Total Amount Due.

### Art. 5. Terms of Payment

- 5.1 The Buyer agrees to pay the Total Amount Due according to the methods and schedule required by the Seller during the order negotiations, or according to current contractual relationships, unless otherwise agreed.
- 5.2 The permitted payment methods are:
  - a) Payments by bank transfer, to the bank coordinates supplied by the Seller.
- 5.3 Payment methods not allowed, unless otherwise agreed, are:
  - a) Payments by debit/credit cards,
  - b) Payments through online payment gateways,
  - c) Payments by cash on delivery,
  - d) Payments by cheque.
- 5.4 Any alternative payment methods to those above described will require the Seller's explicit consent.
- 5.5 The Seller will only dispatch the Products once it has received confirmation of payment of the Total Amount Due, unless otherwise agreed.
- 5.6 Termination for Non-Payment: if the Buyer fails to pay any due amounts, by the methods and schedule previously agreed upon, the Seller may terminate the current agreement, unless reasonable justification or contestation are provided within 30 days following written notice of such failure.

### Art. 6. Shipping and Delivery

- 6.1 All goods are shipped from the Seller's workshop, located in Cesena, Italy.
- 6.2 The delivery of the Products is available worldwide, with exceptions.
- 6.3 Lead delivery time of the Products is 14-60 days, starting from the date of order confirmation. This term is to be understood as indicative and not pre-emptory and subject to other agreements.
- 6.4 Property of the Products will be transferred to the Buyer's as soon as the Products are shipped, that is when the shipment is handed over to the carrier.
- 6.5 The risk of loss or damage of the Product, for causes not attributable to the Seller is transferred when the Buyer, or a third party appointed by the Buyer and different from the carrier, materially comes into possession of the Products, or at least in control thereof. The Seller's delivery obligation is also considered fulfilled at the same time.
- 6.6 The Buyer is responsible for checking the conditions of the Products at delivery. The Buyer is required to check the number of Products received and that the parcels are intact, not damaged, not wet or otherwise altered or tampered. Any anomalies must be noted in writing on the transport document of the carrier, and the Seller promptly notified.
- 6.7 The Buyer is responsible for receiving and collecting the shipment at the recipient address.
- 6.8 The Seller reserves the right to charge the Buyer for the costs related to parcel storage, redeliveries, return delivery or any other cost incurred due to non-delivery caused by the unjustified absence of the recipient, or due to incorrect information provided by the Buyer.

### Art. 7. Force Majeure Clause

- 7.1 We will not be liable in any way for any breach or delay in the performance of any of the obligations under the Agreement caused by events which are beyond our reasonable control ("Force Majeure Events").
- 7.2 Force Majeure Events means any act, event, non-occurrence, omission or accident beyond any reasonable control; this expression includes by way of example but not limited to what is specified below:
  - a) Strikes, lockouts or other trade union unrest.
  - b) Riots, invasions, terrorist attacks or threats of terrorist attacks, wars (declared or not), or threats of war.
  - c) Fires, explosions, storms, floods, earthquakes, landslides, epidemics or other natural disasters.
  - d) Inability to use railways, shipping, air, motor transport or other means of public or private transport.
  - e) Inability to use public or private telecommunications networks.
  - f) Acts, decrees, laws, regulations or restrictions of any government.
  - g) Any strike, disaster or maritime, postal or other relevant means of transport accident.
- 7.3 It is understood that the execution of the obligations under the Contract will remain suspended for the entire duration of the Force Majeure Events. We will be granted an extension for the execution of the Contract equal to the duration of this period.
- 7.4 It is understood that, despite pending Force Majeure Events, we will strive to find a solution by which to comply with our contractual obligations.

### Art. 8. Right of Withdrawal

- 8.1 The law does not provide any right of withdrawal for the purchase of Products by Professionals buyers.

### Art. 9. Legal Guarantee of Conformity

- 9.1 The Legal Guarantee of Conformity is governed by the provisions of Article 1490 of the Italian Civil Code. Therefore, the Seller is obliged to ensure that the item sold is free from defects that make it unsuitable for the use for which it is intended or appreciably diminish its value.
- 9.2 The warranty is not due if at the time of the contract the Buyer knew the defects of the thing; it is also not due, if the defects were easily recognizable, unless, in this case, the Seller has declared that the thing was free from defects.
- 9.3 In the presence of defects, the Buyer may request at his choice the termination of the contract or the reduction of the price, unless, for certain defects, the uses exclude termination. The choice is irrevocable when it is made with the document instituting the proceedings. If the delivered item has perished as a result of defects, the Buyer is entitled to terminate the contract; if, on the other hand, it has perished by chance or through the fault of the Buyer, or if he has alienated or transformed it, it can only request a reduction in the price.
- 9.4 The Buyer loses the right to the guarantee, if he does not report the defects to the Seller within eight days of discovery, unless otherwise established by the parties or by law. The complaint is not necessary if the Seller has acknowledged the existence of the defect or has concealed it. The action is prescribed, in any case, in one year from delivery; but the Buyer, who is agreed for the execution of the contract, can always assert the guarantee, provided that the defect of the thing has been reported within eight days of discovery and before the end of the year from delivery.
- 9.5 The Seller is not liable in case of damages, of any nature, deriving from the use of the Product improperly and / or not in accordance with the instructions provided by the manufacturer as well as in case of damages resulting from unforeseeable circumstances or force majeure.

### Art. 10. Manufacturer's Warranty

- 10.1 The Seller does not provide any additional Warranty other than the Legal Guarantee of Conformity, unless otherwise agreed.

### Art. 11. Customer Service

- 11.1 It is possible to request information, send communications, request assistance or submit complaints by contacting the Seller at the addresses indicated in the Introduction.
- 11.2 The Seller answer in an indicative time of 1-3 days.

### Art. 12. Applicable law and competent court

- 12.1 Purchase contracts are regulated by Italian law.
- 12.2 For any dispute relating to the application, execution and interpretation of this document, the Court where the Seller has its registered office is competent pursuant to the provisions of the Introduction.

### Art. 13. Miscellaneous

- 13.1 This document fully regulates the relationship between the Buyer and the Seller. However the validity, interpretation, and performance of this Agreement shall be governed in accordance to the applicable laws.