

General Sales Conditions

1 - Scope of application

These General Sales Conditions govern the relationship between FORMEFEITOS and its customers. They are an integral part of the contract between the customer and FORMEFEITOS and are considered accepted as soon as the customer awards an order.

Provisions amending or canceling these General Conditions of Sale shall be made in writing.

The general conditions of sale of the customer derogating from or contrary to the present conditions of sale do not apply, and the same happens in the absence of the precise challenge of the general conditions of sale.

2 - Provision of solutions

The content and extent of the services of FORMEFEITOS appear in the respective offer (including a description of the services and the drawings). The complements and modifications as well as the complementary guarantees, are valid only in writing.

3 - Corresponding budgets and documentation

A budget of FORMEFEITOS is valid for 65 days from the day of the proposal, and considered valid and definitive after the visit of the technician to the work.

The budgets, drawings, descriptions and samples, as well as any other elements belonging to the budget are property of FORMEFEITOS. The client is only authorized to use the documents mentioned in the budget and the contract in the framework of the contract. If the order is not accepted and if it is not to do, the customer must return all the documents that are delivered to him. You are not allowed to make copies, reproduce or re-display drawings, budgets, samples or any other proposals of FORMEFEITOS without authorization, under penalty of prosecution.

The particular detailed studies in the descriptions will be invoiced by agreement.

4 - Price

The gross prices mentioned in the catalogs and the current non-binding prices are subject to possible modifications. The applicable prices are those that are mentioned in the respective budget. The prices mentioned in the budgets commit to FORMEFEITOS for 65 days. The prices indicated in the order confirmations are firm to the extent that the delivery of the merchandise takes effect in the 6 months preceding the order confirmation.

On-site work and freight will be invoiced based on the assemblers' daily reports (or attached confirmations).

If a buyer wishes to modify the provisions of a confirmed order, he will bear the additional costs occasioned by those modifications.

5 - Delivery and reception

The merchandise is delivered by truck at home or at work. In case transport is carried out by other suppliers at the request of the customer, the costs and risks of transport will be borne by the latter. FORMEFEITOS strives to respect the deadlines, however, the indicated delivery times are without commitment. Any right to damages and interests arising from non-delivery is excluded within the legal limits.

6 - Obligation of client collaboration

The customer shall ensure free access to the building / work and unimpeded fitting to FORMEFEITOS.

In order for the assembly to be completed on time, the following conditions must be fulfilled:

Finishing of the walls realized.

Soil finishing done.

Any additional or subsequent work, waiting time, extra costs, etc., generated by non-fulfillment of the obligation to cooperate will be invoiced separately.

7 - Passing of Benefits and Risks

The risks will be from the customer to the delivery of the merchandise or, in case of assembly, it will be at the reception of the same.

8 - Warranty

The customer or a person authorized by the latter shall examine the goods immediately after delivery.

The transport damages and the defects recognizable in an immediate verification must be communicated to FORMEFEITOS within eight days of delivery or reception. Defects that are not immediately recognizable, as well as defects in construction, raw material or manufacture, must be notified to FORMEFEITOS immediately after its finding, but within a maximum of 1 week. In the event of failure to comply with the obligation to notify / denounce defects, after the end of the 1 week period, all responsibility will be denied.

For third-party products supplied at the customer's request, they are the warranty conditions of the respective suppliers that apply.

Defects resulting from improper handling by the customer or a person authorized by the customer are excluded from the warranty.

The usual differences or differences in the techniques of manufacture in terms of prices, surface structure, weights and paints, as well as insignificant colors/tones differences are not considered to be defects. All the indications contained in this regard in the catalogs, price list, drawings, proposals and order confirmations should be considered approximate and do not include the supplier.

For defects communicated within the deadlines, FORMEFEITOS has the right to repair the defect. It may be considered an exchange, a discount or refund of the purchase price of the defective product against its return (cancellation of the sale).

9 - Responsibility

FORMEFEITOS undertakes to provide the contractual services with the utmost care.

FORMEFEITOS does not assume responsibility for the delays that are not attributed to it, in case of noncompliance with the client's obligation to cooperate or for any other impossibility of fulfilling his contractual obligations that are not attributable to him. It is up to the client to prove to whom fault should be attributed.

Liability for minimal or average negligence and for indirect and consequential damages to a failure, as well as liability to third parties is excluded.

FORMEFEITOS, declines all responsibility for all faulty installations (hydraulic, electrical, etc.), walls or soils.

10 - Force Majeure

In case of force majeure (for example, natural events of a strong intensity, strike, ...), the performance of the contract will be postponed depending on the event; in such a situation, the customer can not claim compensation.

11 - Returns

No return of merchandise can be made without our prior consent and without our redirection instructions.

12 - Payment

Without further agreement, all invoice payments are made as follows:

50% on order (Award)

50% off the goods from our premises

In case the assembly does not exceed one day, all invoice remaining after payment of the deposit will have to be regularized at the end of the installation. Invoices that are not subject to a customer complaint within 7 days are considered to be recognized and accepted.

13 - Reservation of property

Until full payment of the invoice, the goods delivered remain belong to FORMEFEITOS. The client is obliged to cooperate in order to take measures to protect the belongings of FORMEFEITOS; it authorizes, in particular, FORMEFEITOS, the conclusion of the contract, to register to its expenses the reservation of property in the public registries according to the law and to complete all the relative formalities.

14 - Right of rescission

Changes in the client's situation, such as delays, difficulties and non-payments, death, as well as legal proceedings, important judgments, etc., authorize FORMEFEITOS to make immediate delivery commitments. The payment of eventual claims of FORMEFEITOS is immediately demandable.

15 - Modifications of the general conditions of sale

FORMEFEITOS reserves the right to change the present general conditions of sale at any moment. The modifications will be communicated to the client by circular or other appropriate means (for example, by telephone) and will be accepted in the absence of a challenge within a month.

16 - Division of jurisdiction

Any dispute of any kind whatsoever will be the jurisdiction of the court, from which the seller has its registered office.

17 - Assists

FORMEFEITOS offers guarantee of service of its products up to 2 years. All products supplied by FORMEFEITOS that reveal defects, the responsibility of FORMEFEITOS, in the first 2 years, will be submitted to a free service process. If the products are defective by the customer, the service process will be charged.

All service procedures after the 2 year warranty period will be charged.

18 - Drawings approval and Intellectual Property and Confidentiality

Final approval of the drawings must be communicated in writing to Formefeitos, preferably by e-mail or by signing the Client / person responsible for approval, on the drawing sheet. Formefeitos reserves the right not to initiate any work and / or supplies if the Client / Responsible for approval does not respect the formalities set out in this Clause. Only after approval of the drawings will the order go on to production. After the approval and production of the order, the client / responsible for the approval is unable to cancel the order. Please note that the delivery time of the order can be changed depending on the time taken for approval.

Partial or full reproduction of the drawings produced by Formefeitos and made available to the Client / Responsible for approval is not allowed. All rights of an intellectual nature resulting from the proposal submitted by Formefeitos or from the drawings produced deserve the protection of the right and should be considered, until their approval, confidential and secret of Formefeitos' business, and cannot be used by the Client / Responsible for approval without consent, under penalty of incurring liability.