



General Terms and Conditions

1- Scope

These terms and conditions apply to all contracts concluded with 4 Flying Srl. Different conditions and/or additional to those that follow, even if not expressly denied by 4 Flying Srl, will be effective only if expressly accepted in writing by 4 Flying Srl.

These terms and conditions, unless otherwise expressly agreed in writing

- Cancel any other clause that is printed or handwritten on the request for quotation, orders or correspondence exchanged between the parties;

- imply full and unreserved adherence to the same counterparty.

4 Flying Srl reserves the right to make periodic revisions to these general conditions of contract, whose updated version will always be posted on the site www.4-flying.com in which case, the contracts already in place will always be governed by the terms and conditions in force at the time of their conclusion.

2- Requests and Offers

The RFQ should be sent to the sales offices of 4 Flying Srl. in writing, via fax, or mail, specifying the object of the request and any terms and/or special conditions that the applicant considers necessary for the completion of the contract.

The Sales Quote submitted by 4 Flying Ltd. in response to customer requests, unless otherwise expressly indicated:

- represents a proposal for a contract;

- is subject to revocation pursuant to art. 1328 cc.

The order confirmation must be received by 4 Flying Srl in the time-limit specified in the tender, in the absence will be of no effect, save the will of 4 Flying Srl to consider effective late order confirmation, by notice to disclose to the customer within 5 (five) days of receipt of the late order confirmation.

3- Orders

The sending of the written order confirmation signed by the customer, within the time specified in the Sales Quote submitted by 4 Flying Srl, implies acceptance of the proposal written in the Sales Quote, and the customer agrees to the prices and conditions there indicated.

The contract is completed upon receipt by 4 Flying Srl of the written order confirmation of the customer, provided timely, except as written in paragraph 2.



The service object of the contract will then be performed from 4 Flying Srl only upon receipt of such confirmation of order.

4- Prices

The prices charged by 4 Flying Srl will be indicated in the offer accepted by the customer, and include transport and packaging cost.

5- Terms of payment

Payments must be made via bank transfer within the period of 30 (thirty) days from the end of the month of invoice date.

4 Flying Srl reserves the right to indicate in its offer, different terms of payment, and/or to require advance payment of charges, or portion of it.

All payments will be made in favor of 4 Flying Srl, without the customer will oppose any compensation, deduction, and exception.

Any advance payments are considered as deposit without interest, pursuant to art. 1385 cc., And shall be charged to the total agreed upon price.

In the event of late or non payment of overdue invoices, even when given as a deposit, 4 Flying Srl, on top of any other action, shall be entitled to demand advance payment of any further invoices issued in respect of that customer, even if not yet expired and related to different orders, or to suspend the execution and/or terminate contracts not yet executed or partially executed, or to withdraw other offers already made, in any case without this result in any compensation to the customer.

6 – Terms and conditions of delivery

Unless otherwise agreed, delivery of products/services will be made to the address that the customer has specified in the order confirmation.

The delivery times indicated on order confirmations are indicative and should not be considered essential, unless otherwise agreed in writing and signed by 4 Flying Srl.

In no event shall any delay in delivery of products/services or the performance of the contract by 4 Flying Srl may give rise to claims of damage or total or partial termination of the contract, unless otherwise expressly agreed in writing by 4 Flying Srl in the Sales Quote and in the order confirmation sent by the customer, except what required by law.

7- Complaints and guarantee

The customer must examine the products carefully upon delivery and communicate to 4 Flying Srl, within 8 days of receipt of the products/services, by certified mail or by fax, any defects found - or foundable - or to raise any other claims related to products/services included in the agreed contract.



Such notice shall contain an accurate description of the faults/defects complained of, failing that, will be considered as never sent.

In the absence of a complaint within the time specified, or if no complaint with the above requirements, the products will be deemed finally accepted and conform to the requirements of the order.

It is understood that the customer must refuse the delivery by the carrier of products with damaged packaging, and must, in this regard, inform immediately 4 Flying Srl about the incident, otherwise the goods delivered shall be deemed accepted in full in the conditions in which found at that time, no right of any guarantee to the Customer.

4 Flying Srl will replace or repair the products supplied, or refund its price, at its sole discretion, if, despite a diligent and proper use by the customer, will present defects that 4 Flying Srl recognize the existence, where these have been communicated in the manner and terms of the above.

In any case, subject to compliance with the limitation period and prescription, it is for the customer to demonstrate and document the defect in the products/services. If requested by 4 Flying Srl, the Customer will send, at its own risk and cost, and in accordance with any special instructions issued to him by 4 Flying Srl, the defective product or part of it.

The request for shipping the product to perform the verification of the existence or not of the defects complained of by the customer does not in any case the recognition of the defect or of any responsibility of 4 Flying Srl.

8- Limitation of liability

These terms and conditions outline the scope of responsibility of 4 Flying Srl. With the exclusion of any other warranties, terms and conditions, express or implied, fixed by law, with regard to quality or suitability of products/services for specific uses, however in respect of the guarantees mandatory by law.

In no case 4 Flying Srl will be liable for lost of profits or any consequential loss suffered by the Customer to the fact, act or omission attributable to 4 Flying Srl in relation to a contract executed.

9- Termination clause - right of withdrawal

The contract will be terminated as of right, pursuant to art. 1546 cc, in the event of default or delay of payment by the Customer, of sums due to 4 Flying Srl. agreed in the contract, even as pre payment or deposit.

In the event of force majeure 4 Flying Srl. may withdraw from the contract already concluded.

In such cases, against to the withdrawal of 4 Flying Srl, the Customer will not be entitled to any compensation, payment or reimbursement, and must pay the price of products/services that 4 Flying Srl has already delivered on the date of withdrawal, or that 4 Flying Srl will have already purchased to execute the contract.



10- Privacy policy

The customer's personal data are processed by 4 Flying Srl in compliance with current legislation and according to what is specified in the privacy document sent to customer.

11- Law and Jurisdiction

All contracts concluded with 4 Flying Ltd. are governed by Italian law.

Any dispute arising between the parties and/or relating to contracts concluded with 4 Flying Srl. will be referred exclusively to the Court of Verona.