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### **GENERAL CONDITIONS OF SALE**

## Introduction

It is presumed that the Client is aware of the conditions of sale, therefore every order assumes their implicit acceptance.

# Sale prices

All prices quoted are exclusive of I.V.A. (Italian Value Added Tax) and include the costs of transport but not the costs relating to off-loading and positioning. The seller reserves the right to amend prices in the event of additional costs or charges of any nature. However, the price quoted and communicated at the time of the order will be respected.

## Orders and Order Confirmations

The purchase order is not binding on the part of the seller. The sale is only considered concluded upon receipt, by the purchaser, of the Order Confirmation quoting the order details, availability of goods, the costs and anticipated delivery times. In the event of orders and/or order confirmations relating to multiple items, each individual item is sold separately and independently.

### Payment terms

Payment for the first, initial supply is by bank transfer at the time of delivery. For further deliveries, the purchaser may pay for the goods via BANK RECEIPT or BANK TRANSFER within 30 days unless otherwise agreed. Failure to pay or late payment will result in the application of default interest on the outstanding amounts according to the ex decree 09/10/2002 n. 231.

The seller reserves the right to request pre-payment for the first order.

# Transport / Shipping

According to the weight and dimensions of the article(s), the seller will select the most suitable carrier to take care of transporting the goods sold. Unless otherwise agreed, transport costs are included in the price of each article.

The delivery terms shown on the order confirmation are indicative and not binding for the seller, and commence from receipt of the order confirmation from the purchaser.

When the goods arrive at their destination, it is the purchaser's responsibility to verify the order contents and to note any shortcoming and/or damage found on the delivery note and must immediately submit a complaint.

# Assembly

Assembly of purchased items is exclusively the responsibility of the purchaser, as are any related costs.

Upon request, the seller can provide external staff to do so. The costs and conditions for this service will be established at the time of placing the order.

#### Guarantee

All items are covered by a guarantee against faults/quality defects for a period of two years from the shipping date. The application of the guarantee is subject to complete payment by the purchaser of all due amounts that cannot be delayed or withheld. In any case, the purchaser loses the right to the guarantee if he does not report the defects to the seller within seven days of discovery or delivery in the event of apparent defects. Under the terms of his guarantee, the seller, having ascertained the existence of the defect and the conditions of application of the guarantee, will replace the article.

# Right to withdrawal

- a) The buyer has the right to withdraw from the sales contract relating to an individual item if the item has not been handed over to the carrier by the seller 120 days from the date of the order confirmation. Request for withdrawal must be communicated to the seller by registered post with return receipt.
- b) In the event of withdrawal from the sales contract, the buyer will not be entitled to receive emoluments, reimbursements and/or indemnities and/or the reimbursement of expenses of any kind whatsoever.

### Personal data treatment

Any personal data provided by the buyer and his representatives will be processed only in relation to the execution of the obligations instrumental to the sales contract.

The provision of said personal data is optional, but failure to do so may result in it being impossible to fulfil all the obligations connected to the sales contract. The parties concerned may, at any time, oppose the handling of their personal data or, respectively request the cancellation, modification, integration or transformation to an anonymous format of the same. At the end of the handling period, any personal data belonging to parties concerned will only be kept by the Data Controller for internal historical/statistical purposes.