

# **GENERAL TERMS AND CONDITIONS OF SALE**

## **1. DEFINITIONS**

For the purposes of the present General Terms and Conditions of Sale, the following expressions will have the meaning hereby assigned to them:

SELLER: CB Stampi s.r.l. sole partner.

PURCHASER: the legal or natural person, who buys goods from the Seller

GOODS: the products sold by the Seller

CONTRACT: the agreement between the Seller and the Purchaser.

PARTY/PARTIES: Seller and/or Purchaser.

## **2. FORMATION OF CONTRACT**

2.1 The present General Terms and Conditions of Sale constitutes the entire agreement between the Parties, notwithstanding any other provision, and cover all sales between the Parties.

2.2 No agreement or understating purporting to modify the present General Terms and Conditions of Sale shall have any effect unless it is expressly confirmed in writing by the Seller.

2.3 Orders will be binding only if accepted or confirmed in writing by the legal representative of the Seller or by a person expressly authorized by the Seller.

2.4 The Seller, without prejudice to any other remedies available, has the right to refuse incomplete orders or to stop deliveries in case the Purchaser does not fulfil its obligations.

2.5 Should the Purchaser change, suspend or cancel the order, the Seller has the right to terminate the contract and to claim for damages or to increase the agreed price. In case of cancellation of the order, the deposit will not be returned.

## **3. PRICE AND DELIVERY**

3.1 The price of the Goods is the one notified by the Seller to the Purchaser in the order confirmation.

3.2 Unless otherwise stated, the price does not include accessories of Goods.

3.3 Unless otherwise agreed between the Parties, the Seller shall supply the Purchaser with the Goods FCA (via Artigianato, 34/38 36031 Povolario di Dueville (VI) Italy), Incoterms (R) 2010..

## **4. PASSING OF RISK**

4.1 Risks on Goods shall pass to the Purchaser on delivery to the Purchaser or to its representative (including representatives, forwarding agents or carriers charged by the Seller on behalf of the Purchaser), according to art.

67 of the United Nations Conventions on the International Sale of Goods (Vienna Convention 1980).

4.2 The Seller is not liable for damages and losses, which may occur during transport.

## **5. PASSING OF TITLE**

5.1 All Goods remain the property of the Seller until paid in full.

5.2 This provision does not affect the transfer of the risk to the Purchaser as per article 4.

## **6. PAYMENT**

6.1 Payment shall be made according to the terms agreed upon between the Parties in the order confirmation.

6.2 Overdue payments bear interest as per D.lgs 231/2002.

6.3 The Purchaser is not entitled to set off or to suspend the payment, in accordance with article 1462 of Italian Civil Code.

## **7. WARRANTY**

7.1 The Seller is responsible for defective Goods, provided defects are not due to the Purchaser's fault or negligence and non-compliance of the Goods is prior to the passing of risk as per article 4.

7.2 The Seller shall be notified of defects promptly and in any case within eight (8) days since the Purchaser has discovered the lack of conformity or ought to have discovered it. The defect liability period runs for one year after the delivery of the Goods.

7.3 The Seller will, at its own discretion, either replace, repair or issue credit note on regards of the present warranty, on condition that Goods are promptly returned to the Seller free of cost within twelve (12) months from the delivery.

7.4 The Seller has the right not to provide warranty in case of default in payment, partial or delayed payment.

7.5 The Purchaser agrees to waive the right to claim compensation for damages.

## **8. TERMINATION OF THE CONTRACT**

8.1 The Seller has the right to terminate the Contract with immediate effect, by a written notice sent by telefax and followed by registered letter with return receipt, in case of breach of Contract by the Purchaser or in case of occurrence of exceptional circumstances which justify the earlier termination.

8.2 Shall be considered as exceptional circumstances justifying the immediate contract termination: bankruptcy, any kind of composition between the bankrupt and the creditors, death or incapacity of the Purchaser, civil or criminal sentences as well as any circumstances which may affect its reputation or hamper the punctual carrying out of its activities, any important change in the juridical structure or in the management of the Purchaser.

8.3 In respect of any termination pursuant to the previous articles, the Purchaser shall pay to the Seller liquidated damages amounting to 30% of the net price of the Goods.

## **9. GOVERNING LAW**

The Contract shall be governed by the United Nations Conventions on the International Sale of Goods (Vienna Convention 1980) and, with respect to questions not covered by such convention, by the Italian law.

## **10. MEDIATION AND ARBITRATION**

10.1 Any dispute arising out of the present Contract and in connection therewith shall be settled by mediation, under the Rules of Mediation of Vicenza (Italy) Chamber of Commerce, Industry, Handicraft and Agriculture.

10.2 If the Parties are unable to reach a settlement through mediation, the dispute will be finally settled by arbitration following civil procedure's rules in conformity with Vicenza (Italy) Chamber of Commerce, Industry, Handicraft and Agriculture by one arbitrator appointed in accordance of the said Rules.

10.3 The language of mediation and arbitration shall be English.

## **11. SEVERABILITY**

11.1 Should any clause be considered invalid or unenforceable by the judgement of a Court of competent jurisdiction or award of an Arbitral Tribunal, all other provisions shall remain in full force and effect.

11.2 The Parties agree, however, to replace, when possible, any provision declared invalid by a provision which shall reflect their initial intent, as objectively and consistently as possible and in accordance with the basic relationship existing between the Parties.

## **12. WAIVER**

The non-enforcement by the Seller of any provision contained in the Contract shall not be construed by the Purchaser as a waiver of the right to enforce the provision at another time under different circumstances and/or enforce other provisions of the Contract.

### **13. NOTICES**

13.1 Any notice required or permitted to be given by the Parties under the terms of the Contract shall be in writing and shall be sent to the last known address of the recipient Party.

13.2 Notices sent by post shall be deemed to be received after seven (7) days from the dispatch. Notices sent by e-mail, fax or any other equivalent means shall be deemed to be received on the date of the dispatch.

### **14. INTELLECTUAL PROPERTY RIGHTS**

14.1 The Purchaser acknowledges that the intellectual property rights related to the present Contract remain the sole and exclusive property of the Seller. The intellectual property rights are protected by the Italian law and the international rules.

14.2 The Purchaser shall use the intellectual property rights only in accordance with the laws above-mentioned and with any other agreement between the Parties.

### **15. INFORMATION FOR HANDLING OF PERSONAL DATA**

In compliance with the Italian Data Protection Code (D.lgs 196/2003), we inform you that your personal information will be recorded and handled for legal, fiscal and commercial purposes. The processing of your personal data may be performed also to send advertising materials or to carry out commercial communication activities related to CB Stampi s.r.l. sole partner services. You are not obliged to give us your personal information. If you do not provide your personal information, it may be impossible for us to refer, respond to, or investigate your complaint or request. This provision does not apply to the processing of personal data performed to send advertising materials to carry out commercial communication activities. We may share your information with our employees, contractors acting on our behalf, consultants, any public or private authority that must access your data, who are subject to confidentiality agreements, only for the above mentioned purposes. Your data may be disseminated through our web site or our publications for commercial reasons. The above mentioned collection and handling of information, which may be automatically processed, will be made using those tools as are appropriate to guarantee its security and confidentiality. The collection and handling of your personal information will run for a period of ten (10) years after the termination of the contractual relationship. After that period, the information will be erased. You are entitled to the rights as per art.7 of Italian Data Protection Code (D.lgs 196/2003) and you may access your personal information to correct, update, rectify, make anonymous, integrate, cancel and/or block it. The Data Controller is CB Stampi s.r.l. sole partner with headquarters in: 34/38, Via Artigianato, 36031 Povolara di Dueville (VI), Italy.

According to article 1341 of the Italian Civil Code, The Purchaser expressly approves the following provisions: Article 2 "Formation of Contract"; Article 5 "Passing of Title"; Article 6 "Payment"; Article 7 "Warranty"; Article 8 "Termination of the Contract"; Article 9 "Governing Law"; Article 10 "Mediation and Arbitration."