



## GENERAL CONDITIONS OF SALE

### DEFINITIONS:

**Supplier:** designates the selling company Global Team Srl, based in Italy, Antegnate (BG) Via Antonio Meucci n. 11.

**Buyer:** means the Buyer

**Parties to the contract:** means the Buyer, the Supplier or both.

**Product / s:** the goods manufactured, assembled and / or sold by Global Team Srl

**Use and maintenance manual:** means the assembly manual, the use and maintenance manual of the products.

### 1 1 OBJECT AND SCOPE OF APPLICATION OF THESE TERMS OF SALE

1.1 The Conditions of sale are an integral part of the Company Quality System according to the UNI EN ISO 9001: 2015 standards

1.2 These General Sales Conditions apply, together with any special conditions agreed in writing by the parties or included in the Supplier's written confirmation of order acceptance, to all sales, even if split, divided or continued, made by the Supplier to the Buyer in commercial relationship duration course, concerning the Seller's Products.

1.3 Each order by the Buyer implies acceptance of these General Conditions. Any general conditions prepared by the Buyer will not be applied, even partially, if they have not been expressly accepted in writing by the Supplier.

1.4 The fact that one of the parties refrains, even more than once, from demanding the timely fulfillment of this Agreement by the other party, does not imply any waiver, by the former, of the full exercise of the rights arising from the Agreement itself.

1.5 These General Conditions and the Special Conditions represent the agreement reached between the Parties and cancel and replace any other agreement previously entered into between them, both in writing and verbally.

1.6 Notwithstanding the provisions of art. 1418 of the Italian Civil Code, the invalidity that should affect one of the individual clauses of these General Conditions, will not automatically affect the validity of the entire contract.

### 2 FORMATION OF THE CONTRACT / ORDER

2.1 The supply / order contract is concluded with the Supplier's confirmation of order acceptance.

2.2 Any offers from the Supplier are considered valid only for the period of time indicated on the same and exclusively for the full supply of what is listed therein.

### 3 TECHNICAL DATA, DRAWINGS, DOCUMENTS RELATING TO THE SUPPLY

3.1 The data and illustrations resulting from the

catalogs, prospectuses, circulars or other illustrative documents of the Supplier are indicative. These data have no binding value unless expressly mentioned as such in the Supplier's order confirmation.

3.2 The Supplier reserves the right to make changes to its products at any time it deems convenient, informing the Buyer if they affect the installation.

3.3 If the Buyer proposes changes to the products, so that they become mandatory, there must be full written agreement between the parties on the changes that such changes may cause on the prices and delivery periods previously established. Prices may also undergo changes if the quantities ordered are reduced or a more prompt delivery is requested than what has already been agreed.

3.4 The Buyer is required to inform the Supplier, in the pre-contractual phase, of the existence of any special regulations to be respected in the country of final destination of the goods to be supplied.

3.5 The Buyer expressly undertakes not to use, for reasons other than those provided for in the supply contract, the drawings, technical information, as well as the use and maintenance manual (also in terms of industrial and intellectual property rights), which remain the property of the Supplier and which are provided on a confidential and confidential basis.

3.6 It is absolutely forbidden for the Buyer to reproduce or communicate to third parties, by any means, news or information that allows the reproduction or duplication of the Product.

3.7 All drawings, documents, technical diagrams, manuals as well as all logos, trademarks whether they are registered or not, symbols, names and any other distinctive signs referable to and used by the Supplier with regard to the Product - including those that in the future should adopt the same - must be considered the exclusive property of the latter, also in terms of intellectual and industrial property rights.

### 4 EXCLUSIONS

4.1 Unless otherwise agreed in writing, the supply does not include customization projects, installation of the equipment supplied, specific tests, training courses, start-up assistance and all the services and charges not mentioned in the written order confirmation of the Supplier.

4.2 Similarly, packaging costs, taxes, stamps, customs fees, duties and any other additional charges are not included in the prices unless otherwise indicated in the Supplier's written order confirmation.



## **5 TERMS OF DELIVERY**

5.1 Unless otherwise agreed in writing between the Parties, the conditions of delivery of the Products, their transport and payment indicated in the order confirmations (Special Conditions) sent by the Supplier to the Buyer are considered valid.

5.2 By returning the materials to the Buyer or the carrier, the Supplier frees himself from the obligation to deliver and all risks on the materials themselves pass to the Buyer even in the event that the Supplier is in charge of shipping or installation

5.3 The delivery terms are indicative and are calculated in working days

5.4 Unless otherwise agreed by the parties, they begin to run from the moment the contract is concluded, unless the Buyer has to pay part of the price as a down payment, because then the expiry of the terms is suspended until it has done so.

5.5 The delivery terms are understood to be extended automatically and by law:

- 1) If the Buyer fails to provide the data or materials necessary for the supply in good time or requests changes in the course of execution or, again, delays in responding to the request for approval of the drawings or executive schemes;
- 2) If causes independent of the good will and diligence of the Supplier, or circumstances of a bureaucratic-administrative nature, including delays of subcontractors, prevent or make delivery excessively burdensome within the established terms

5.6 In the event that the Buyer is not up to date with the payments relating to other supplies, the expiry of the terms is suspended and the Supplier may delay deliveries until the Buyer has paid the sums due.

5.7 The delivery terms are intended to be established in favor of the Supplier; therefore the Buyer cannot refuse to take delivery of the products before the established date

5.8 In case of refusal to withdraw, even if due to supervening circumstances independent of the will of the parties or to circumstances of a bureaucratic-administrative or other nature, the agreed payment terms will remain unaltered so that the Supplier will be entitled to demand payment of the full price agreed.

5.9 Following receipt of the order, the goods will in any case be produced regardless of the existence of municipal authorizations, etc., the obtainment of which will always be the sole responsibility of the Buyer. In the absence of such authorizations, the Supplier will have the right to pay the full value of the goods and their transport.

5.10 In the event that the Buyer fails to take delivery of

the products due to a fact attributable to him or, in any case, for reasons beyond the control of the Supplier, the Buyer will bear the risks and expenses for their custody.

5.11 If the parties have agreed that, in the event of delayed delivery, the Supplier is required to pay a sum as a penalty, the Buyer may not ask for sums greater than the penalty as compensation for damage suffered due to the delay.

## **6 SHIPMENTS, COLLECTIONS AND VISION ACCOUNTS**

6.1 Orders are fully processed (in balance) within the limit of availability, unless the Buyer specifically instructs to keep any inventories in note. The outstanding material of all orders will remain in the note.

6.2 The risk associated with the transport of the goods is always borne by the Buyer, even if it is delivered carriage paid.

6.3 In case of damage, theft or loss of the shipment during transport, the related complaints must be addressed to the carrier being the direct responsible

6.4 It is recommended to check at the time of delivery, in addition to the integrity of the packaging, that the distinctive data shown on our delivery note correspond to the shipment.

6.5 In the event of discrepancies it is necessary to make a written reservation to the carrier.

6.6 For collections at our warehouse in Antegnate, orders must reach us on headed paper or marked with the stamp and signature of the person in charge of the principal company. The person in charge must sign the relevant delivery note as a receipt, making sure that the date of collection and the number of packages have been indicated on it

6.7 In case of shipment of goods in VISION ACCOUNT, we inform you that the maximum time allowed is 30 days, at the end of which the goods will be automatically considered as purchased and therefore invoiced. If you do not wish to purchase the goods, please arrange for the return which must be previously authorized by the Supplier. The return authorization will be sent and must be mentioned on the d.d.t. return within 30 days, taking care to pack it properly. The transport costs for the return are charged to the Buyer.

## **7 ASSEMBLY AND INSTALLATIONS - SUBCONTRACTING**

7.1 Unless expressly agreed otherwise, the assembly and installation of the Product are carried out at the care, expense and responsibility of the Buyer.

7.2 The assembly must be carried out according to the



methods and manuals of the Supplier. The costs for the construction of any bases and flooring or any building work necessary for installation are excluded from the supply.

7.3 The Buyer undertakes to bear any taxes and charges relating to the Product as well as to comply with the requests for authorization for the installation and use of the product at the relevant bodies according to the intended use of the Product itself, expressly exempting the Supplier

7.4 If the assembly / installation of the goods is to be carried out by the Supplier, it implies acceptance of the General Conditions for Technical Interventions and the site area must be easily accessible by installers and vehicles, previously delimited and inaccessible to vehicles and / or people unauthorized.

7.5 Unauthorized accesses will not affect installation times and methods. The Supplier will not be held responsible for damage to persons and / or things present without title in the aforementioned area.

7.6 In the event that circumstances should arise that prevent the continuation of the works not attributable to the Supplier, the cost of the construction site shutdown will be entirely borne by the Buyer, who is also exclusively responsible for the supply of electricity on site and the provision for connection of the Supplier's equipment to it by its installers.

7.7 The provision of lifting means suitable for the dimensions of the Product to be installed, for the entire duration of assembly / installation, is the responsibility of the Buyer, unless otherwise agreed. The lifting equipment may be hired or belonging to the Buyer, and must necessarily possess the minimum safety requirements.

7.8 Additional charges are all the hours of downtime due to interruptions not attributable to the Supplier, as well as any delays due to the lack of a forklift truck or electricity, the presence of unauthorized things or people in the installation area, problems relating to the handling of materials by the fitters appointed by the Supplier as they are not located near the place in charge of assembly and / or difficult to reach.

7.9 The cleaning of the site at the end of the installation is the responsibility of the Buyer.

7.10 The Supplier reserves the right to subcontract any installation of the products to specialized external parties, without prejudice to the minimum requirements of suitability, safety and insurance and social security obligations. All charges and expenses relating to the subcontracting of the installation will remain the responsibility of the Buyer.

## **8 PRICES AND PAYMENT CONDITIONS**

8.1 The prices of the Products are those indicated in the order and confirmed by the Supplier through order confirmation.

8.2 In the event of delay or non-payment by the agreed deadlines, as well as if the buyer's solvency guarantees are lacking or diminished, the Supplier, at its sole discretion, will have the right, at any time, to suspend and / or cancel the order in progress, as well as any further delivery and / or remaining orders, by giving written notice to the Buyer.

8.3 The Buyer will not be able to assert any default by the Supplier if he is not up to date with the payments. In any case, any breach by the Supplier does not allow the Buyer to suspend or delay, even in part, payments.

8.4 Unless otherwise agreed, payments must be made by the Buyer within the terms provided in the order confirmation at the Supplier's domicile or at the credit institution indicated by him: in case of delay and more than 5 working days with respect to the deadlines payment terms established by contract, bank interest will accrue and any outstanding bank charges will be charged. Arbitrary withholdings are not accepted.

8.5 Any modification to the payment conditions must be agreed in advance between the Parties in writing.

## **9 RESERVED OF OWNERSHIP**

9.1 It is agreed that the Products delivered remain the property of the Supplier until the latter has received full and complete payment for the supply. In any case, all risks and charges connected with the Product are transferred to the Buyer at the time of delivery.

## **10 WARRANTY**

10.1 The guarantee offered by the Supplier concerns new factory Products (and therefore it is not operative for used goods) as accepted and purchased by the Buyer, and involves, at the sole discretion of the Supplier and at the expense of the latter, the repair or replacement of Products that are found to be defective.

10.2 The guarantee is granted for a period of twelve months from the delivery of the Product and will be considered effective only if the defect is reported by the Buyer in writing within eight days of receipt of the product and, in the case of hidden defects, within the same term from the date of their discovery.

10.3 It is understood that the guarantee is recognized only on Products affected by design, material or construction defects attributable to the Supplier and is absorbing and replacing the guarantees or responsibilities provided for by law and excluding any other liability except in the case of willful misconduct or gross negligence of the latter, both contractual and non-contractual, in any case originating from the Products



supplied (eg compensation for damage, loss of earnings, withdrawal and recall campaign, etc. ...). The Purchaser, therefore, without prejudice to the hypothesis of willful misconduct or gross negligence, will not be able to make claims for damages, price reduction or termination of the contract.

10.4 This warranty is excluded and therefore not applicable in the following cases:

- Sale of used goods;
- If the Buyer has made changes or had repairs carried out on the Products without the prior written authorization of the Supplier;
- If the Products are improperly used by the Buyer and / or placed in conditions of use other than those specified in the Use and Maintenance Manual;
- If the defects or malfunction are caused by inexperience or carelessness in the use of the Products by the Buyer, by overload, by wear and tear caused by prolonged use or improper use of the Products;
- If the Purchaser has not performed the maintenance operations prescribed for the Product in the Use and Maintenance Manual, or if he has used non-original spare parts, or if he has made any repairs or modifications at centers not authorized by the Supplier;
- Any interventions under warranty and / or replacement of parts or components by the Supplier do not lead to the renewal of this warranty which will be considered valid only within one year of the original delivery of the Product.

## **11 CASES OF EXCLUSION OF LIABILITY OF THE SUPPLIER**

11.1 The Supplier cannot be held responsible for direct or indirect damage to people, animals or things if:

- I) Damage is caused by:
  - a) negligence, carelessness, improper and / or incorrect use by the Buyer and / or his auxiliaries;
  - b) lack of, or poor, or incorrect maintenance;
  - c) modifications or tampering with the Products supplied;
  - d) failure to comply with the instructions contained in the Use and Maintenance Manual delivered together with the Product;
  - e) use of non-original spare parts or failure to carry out repairs or modifications (at centers authorized by the Supplier) or authorized by the Supplier;
  - f) Violations of accident prevention and safety regulations.
- II) The state of scientific and technical knowledge, at the time of delivery of the Product or the original spare part to the Buyer, did not yet allow for the Product to be considered defective and / or dangerous;
- III) The Products have not been used by adequately informed and trained personnel;
- IV) The injured party, while knowing the existence of the defect, has voluntarily ignored it, thus exposing himself to danger;

In the aforementioned cases the Buyer also undertakes to explicitly indemnify the Supplier from any claim for any reason made by third parties against the Supplier.

## **12 CONFORMITY TO THE REGULATIONS IN FORCE**

12.1 The Supplier guarantees the compliance of the products with the rules, regulations and laws in force at the time of the order on the Italian territory as well as with Community legislation. In any case, the Supplier will not be responsible for any restrictions, penalties or non-compliance with the regulations and / or laws of the country of destination of the Products.

## **13 APPLICABLE LAW - JURISDICTION**

13.1 The general conditions of sale and each individual sale will be regulated and interpreted in accordance with Italian law, just as the Italian language will be the official language of the contract and of the relationships.

13.2 For any dispute relating or in any case connected to this Contract, the Court of Bergamo is exclusively competent, with the express exclusion of any other competent court by law.

## **14 PRIVACY - PERSONAL DATA**

14.1 Pursuant to and in accordance with Law 196 dated 30.06.2003 and subsequent amendments, the Parties declare that they have mutually informed each other and that they agree that the personal data collected will be processed in the Customers / Suppliers archive for civil and civil obligations, tax and for management, statistical, commercial and marketing purposes.