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## GENERAL TERMS AND CONDITIONS OF SUPPLY

These General Terms and Conditions of Supply, unless otherwise agreed in writing by the parties, apply to all orders received and accepted by GIMAX SRL (hereinafter referred to as the "Supplier") and form an integral part of them.

### I. Product characteristics

The Buyer, by placing the purchase order, acknowledges having carefully examined the technical, functional, and aesthetic characteristics of the ordered products and deems them suitable for the use to which they intend, directly or indirectly, to allocate them. The Buyer also commits not to make any modifications to the product and to respect, declaring to know them, its correct methods of use.

### II. Orders and Order Confirmations

The Buyer's orders must indicate the order number, the exact indication of the ordered goods with possible reference to their product code, their quantity, the unit and total price, payment terms, place of destination, and any additional delivery instructions.

The order will be considered accepted by the Supplier when the Order Confirmation from the Supplier reaches the Buyer.

In case the order is preceded by an offer from the Supplier, the latter will be considered valid for a maximum duration of 60 days, unless otherwise indicated. The sales contract will in any case be considered finalized upon the Order Confirmation by the Supplier.

### III. Prices

The prices of the goods are indicated in the Order Confirmation and, unless otherwise specified, are expressed in Euros, net of VAT, and include packaging suitable for shipment.

Shipping costs will be agreed with the Buyer during negotiation - offer

Prices do not include in any case customs charges, duties, taxes or export fees and similar.

### IV. Payments

Payment for the products must be made by the Buyer in the manner and terms indicated in the Order Confirmation.

In case of delayed payments compared to the terms indicated in the invoice, the Buyer, without the need for specific notice of default, may be charged late payment interest at the current rate provided by Legislative Decree 231/2002.

In case of unpaid bank receipts (if agreed as a form of payment), the unpaid expenses will be charged to the Buyer, who must settle within a short term.

Until full payment of overdue supplies, the Supplier may suspend the fulfillment of ongoing orders without any penalty and with the defaulting Buyer waiving compensation for damages.

The payment method is defined with the sales manager and for the first orders, advance bank transfer is required.

### V. Transport and delivery

Unless otherwise indicated, delivery is considered Ex Works from GIMAX SRL's warehouse located at via dell'arabescato Z.I. Il Portone 55045 Pietrasanta (LU)

Delivery terms, unless expressly indicated as essential, are always considered indicative.

## **VI. Disputes on supplies**

Any complaints about the quantity or integrity of packaging or products must be made directly to the carrier at the time of delivery by placing on the waybill or delivery document the indication "accepted with reservation."

Any defects in the delivered products must in any case be reported to the Supplier, in written form including in any case sending an e-mail to the following address: info(at)gimaxsrl.it within 5 working days from the date of delivery.

Any discrepancies in the quantity of goods delivered compared to the order will not give the right to terminate the contract or suspend payments, but only to replace the supply with the missing goods. The return of goods must in any case be authorized by the Supplier and the related transport costs will be borne by the Buyer.

The Buyer agrees not to use any defective products and to immediately report any disputes by third parties of which they have become aware.

## **VII. Returns**

Any returns of products can only be made with prior authorization from the Supplier, who must be promptly informed about the reasons.

## **VIII. Warranty**

The Supplier's warranty regarding the quality of the supplied products is provided within the limits of what is indicated in the product's technical sheet, which the Buyer declares to know.

The Supplier, within the aforementioned limits, exclusively guarantees the conformity of the delivered products to those ordered and not their suitability to satisfy specific needs of the buyer or third parties, unless these have been a specific object of the accepted order, through the complete description of the plant's operating conditions.

Unless otherwise indicated in the offer or Order Confirmation, the warranty will have a duration of 24 months from the date of delivery, for products in normal storage conditions.

The warranty will not operate, in any case and by way of example, where the following are found:

- Assembly errors
- Incorrect methods of storage, conservation, and maintenance of the product.
- Improper use of the product.
- Tampering or direct attempts to repair or modify the product.
- Late intervention to limit the consequences of any product malfunctions.
- Normal deterioration of the product resulting from its use.

The warranty will operate exclusively for products purchased directly from GIMAX SRL.

## **IX. Contractual liability**

Excluding cases of willful misconduct or gross negligence, in no case will the Supplier be liable for damages to persons or property resulting from the use of the supplied product.

Liability will not extend in any case to indirect damages, unforeseeable and in any case outside the hypotheses for which the product warranty can operate.

## **X. Confidentiality**

The Buyer undertakes to keep confidential and not disclose to third parties, where this is not strictly necessary for the legitimate use of the purchased goods, for the entire duration of the relationship and for a further three years from the delivery of the last supply of each product, any information or technical data relating to the purchased products, their operation or use, as well as any administrative or commercial information relating to the contract of sale of the goods themselves (price, payment terms and warranty, etc.).

## **XI. Industrial and intellectual property**

The purchase of the products and their use, direct or indirect, will not result in the transfer to the Buyer of any industrial or intellectual property rights on the sold products, which will remain with the Supplier.

**XII. Jurisdiction**

The Court of LUCCA will have exclusive jurisdiction for any dispute arising from the supply relationship, including actions by the Supplier for the recovery of its credits.

The supply relationship will in any case be governed by Italian law.