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ISO 9001
Cert. n° 50 100 13208

GENERAL TERMS AND CONDITIONS OF SALE AND DATA USAGE - GEL GIUSSANI SNC

These General Terms and Conditions of Sale apply to any order placed with GEL GIUSSANI SNC. These conditions apply, excluding any other clause or condition, except for any specific clauses previously agreed upon in writing and signed for acceptance by the parties. Orders placed via email, phone, or mail imply acceptance of the General Terms and Conditions of Sale upon receipt of the order confirmation from GEL GIUSSANI SNC, which reserves the absolute right to modify these General Terms and Conditions of Sale at any time. Any additional clauses or specific purchasing conditions that are incompatible with these general conditions, even if stated on the customer's order, will be considered null and void.

1. Orders

All orders are irrevocable and must always specify the quantity, technical specifications, and include an attachment with a technical drawing of the product, including dimensions, measurements, and material, along with all necessary elements for the proper identification of the item. The customer must provide all necessary information to ensure (a) the correct processing of technical specifications and (b) all information regarding the transformation process and the final use of the products. The issuance of any documentation, certifications, or inspections must be requested at the time of the order and accepted in writing by GEL GIUSSANI SNC. Each order is considered accepted by the customer in writing via email upon receipt of the order confirmation from GEL GIUSSANI SNC. Requests for specific indication of the origin of the goods and specific certifications and/or mechanical tests must be communicated in the offer and subsequently confirmed in the order. Orders in any form submitted by the customer will not be binding on GEL GIUSSANI SNC, which may therefore choose not to accept them or accept them partially at its sole discretion. The origin of the goods not accepted by the customer after the order has been accepted cannot be considered a valid reason for cancellation or withdrawal of the order. Any requests for documentation, certifications, or specific indication of the origin of the goods made after the acceptance of the order will not be binding on GEL GIUSSANI SNC, which, if possible, reserves the right to provide them upon reimbursement of any additional costs to be determined. The inability to fulfill requests for the release of documentation, certifications, or specific indication of the origin of the goods made after the acceptance of the order cannot, in any case, constitute a valid reason for the cancellation or withdrawal of the order. Any subsequent requests for changes and/or cancellations must be communicated in writing and will not be valid unless accepted in the same form by GEL GIUSSANI SNC, which reserves the right to refuse the change and/or cancellation as well as to execute the original order.

2. Buyer's Solvency

By way of example but not exhaustively, in the event of protests, seizures, attachments, insolvency proceedings, and generally prejudicial acts, GEL GIUSSANI SNC may, at its discretion, suspend the execution of the contract and demand the release of personal or real guarantees or resolve the contract due to the buyer's non-compliance, pursuant to Article 1456 of the Civil Code, also requesting immediate payment in cash of the overdue amount and the invoices due through a registered letter with acknowledgment of receipt.

3. Delivery and Shipments

The delivery method is agreed upon with the seller GEL GIUSSANI SNC and indicated on the order confirmation upon acceptance by the customer. If the customer does not collect the products, GEL GIUSSANI SNC may store them on behalf and at the risk of the customer and, after notifying their availability, invoice them as if they had been delivered. In any case, GEL GIUSSANI SNC has the right, without notice, to resell them and take action for

compensation for any damages suffered. Any claims must be made directly to the carrier at the time of delivery. GEL GIUSSANI SNC reserves the right to make partial deliveries agreed upon with the customer, with the subsequent issuance of invoices to be paid within the agreed terms in the order confirmation. The delivery of a quantity of products less than what was ordered does not release the customer from the obligation to accept the delivery and pay for the delivered products. The fulfillment of the order beyond the specified delivery terms does not entitle the customer to request the termination of the contract. Any delivery terms are purely indicative and do not have contractual value. Any delays in the delivery of products cannot in any case entail any liability on the part of GEL GIUSSANI SNC, as the production process of the products is subject to external factors beyond the control of GEL GIUSSANI SNC that may affect the extension of the delivery times for an order. Therefore, the customer cannot attribute or demand any compensation from GEL GIUSSANI SNC for any damages incurred due to any delays in the delivery of products.

4. Prices

Unless expressly stated otherwise in the Order Confirmation, prices are exclusive of all charges related to taxes, transportation costs, insurance, shipping, storage, and similar expenses, which are the responsibility of the customer.

5. Payments

Payments must be made according to the methods indicated on the order confirmation from GEL GIUSSANI SNC and accepted by the customer within the validity period. In the event of the customer's failure to comply with the payment terms and conditions, GEL GIUSSANI SNC may: - request immediate payment of all outstanding amounts due to the expiration of the payment term; suspend ongoing supplies or complete them only upon receipt of advance payment; terminate all further contracts entered into with the customer and cease ongoing negotiations with the customer; terminate the contract in accordance with Article 1456 of the Civil Code. In the event of contract termination, the customer, in addition to paying GEL GIUSSANI SNC the full amount owed, shall be liable to compensate for any damages incurred as a result of the contractual breach.

We supply with extended and prolonged retention of title.Title to the Goods shall remain with the Seller until payment in full has been received. This retention of title extends to Goods that have been resold or combined with other products, proportionated to the value of the Goods supplied.

6. Claims and Returns

Claims for any tampering or shortages in materials must always be reported by the recipient to the carrier. The recipient must report apparent defects within eight days of receipt and hidden defects within eight days of discovery, but not exceeding fifteen days from receipt of the products at the customer's warehouse. The claim shall never result in the cancellation or reduction of the order by the customer, nor the payment of any compensation by GEL GIUSSANI SNC, and in any case, payment beyond the established deadline. Any returns must always be agreed upon with GEL GIUSSANI SNC in advance and will only be accepted if the material and its packaging are in perfect condition. The contested goods must be returned at the customer's expense and accompanied by a delivery note indicating the reasons for the return. Claims for surface treatments must be communicated within eight working days of receiving the material. Only defective pieces that have been selected by the customer will be accepted for return for reworking. The entire batch will not be accepted under any circumstances.

7. Defects

In the event of a claim, if GEL GIUSSANI acknowledges the defectiveness, GEL GIUSSANI undertakes to repair or replace free of charge the pieces recognized as defective due to material defects or processing deficiencies. The recipient of the goods must report apparent defects and faults within eight days of receipt and hidden defects within eight days of discovery, but not exceeding fifteen days from receipt of the products at the customer's warehouse. The replacement or reworking of the goods will be void if the pieces returned as defective have been tampered with or repaired in any way. GEL GIUSSANI SNC assumes no responsibility for damages resulting from accidental events of any nature that may occur during the use of the products.

9. Data Processing and Purposes

In accordance with Article 130, paragraph 4 of Legislative Decree 196/2003 and regulations governing soft opt-in, the Company may carry out marketing activities through email marketing (Direct Email Marketing) and/or by sending newsletters using the email contacts provided to GEL GIUSSANI by new users and/or active customers during:

- their explicit and voluntary requests for offers and orders,
- the completion of a specific quotation form on the company website,
- meetings during trade fairs and/or company visits.

Any communication will always be relevant to the purchased or requested products and will be produced by GEL GIUSSANI SNC. No communications regarding products of a different nature or purchased from third parties will be forwarded.

Every user has the option to cancel their contact for marketing communications of GEL GIUSSANI products by:

- expressing their desire via the company email: info@giussani-gel.it
- unsubscribing from the clearly indicated Newsletter sent document.

The processing of data will be carried out in compliance with the Privacy Policy on our website (https://www.giussani-gel.com/privacy-policy/).

8. Jurisdiction

For any disputes, the exclusive jurisdiction of the Monza and Brianza Court is recognized.

By accepting the order confirmation and in the absence of any objection, the customer declares to have read and fully understood the general sales conditions that regulate the supplies made by GEL GIUSSANI SNC, which are downloadable from their website.

Therefore, the customer declares to accept these conditions, as listed in points from No. 1 to No. 8, also in accordance with Articles 1341 and 1342 of the Civil Code.