

General Terms and Conditions of Sale and Delivery

Article 1 - Definitions

“Customer” means the person who has placed an order for the Goods; “Goods” means the Goods ordered by the Customer and sold and/or distributed by the Company as specified in the order acceptance and/or invoice; “Invoice” means the document sent by the Company to the Customer requesting payment for the Goods and setting out and confirming the terms and conditions relating to the Contract

“Offer-and” means offers of Products by the Company; “Price” means the consideration for the Products; “Contract” means a contract for the supply of Products by the Company to the Customer which is governed by these terms and conditions, the Company’s terms and conditions and the Company’s terms and conditions confirming the order for Products ordered or requested by the Customer.

Unless otherwise provided for or specified by the Company, these general terms and conditions shall also govern future sales relationships that may arise between the parties.

Article 2 - Products - Offers - Catalogues

2.1 The Company’s offers are valid for a maximum period of 30 days from the date they are sent.

2.2 The sending of catalogues by Chiaroscuro Sas does not constitute an offer and the same may be freely modified by Chiaroscuro Sas at any time without notice. The data and technical characteristics contained in the catalogues are indicative and not binding for Chiaroscuro Sas.

2.3 The Products are supplied on the terms set forth in these General Conditions as well as on the terms and conditions specified in the contract and/or in the invoices and/or in any document coming from the Company, to the exclusion of any other term or condition set or proposed or requested by the customer. Any variation or amendment of these General Conditions and the terms and conditions specified in the Contract or manifested by the Company in its invoices or in any documents originating from the Company shall be accepted in writing by the Company.

2.4 No order and/or no request and/or no contractual proposal and/or no indication of price from the Customer, even if collected by the Company’s agents or nominees, shall be binding on the Company unless expressly accepted by the Company.

2.5 The supply shall be carried out according to the terms indicated by the Company in its invoices or in any case in the Company’s source documents.

Article 3 - Delivery, right of ownership and risks

3.1 Delivery will take place according to the terms, conditions and procedures agreed upon and indicated when the order is accepted by the Company.

3.2 The loading of the Products for transport shall entail the identification of the goods and the simultaneous transfer of risks.

3.3 Unless otherwise agreed in writing, the costs and charges for transport or delivery shall be borne by the Customer and shall be indicated separately on the Company’s invoice.

3.4 The Customer acknowledges that, for manufacturing reasons, the delivery of the Products by the Company may be split or delayed, without this entailing any liability for the Company.

3.5 The delivery dates and terms are to be regarded as indicative and not binding on the Company, which shall not be liable for any delay in delivery due to any cause whatsoever. No claim for damages of any kind may be made against the Company in the event of delay.

3.6 Goods shall therefore travel at the cost, risk and peril of the Buyer, in the case of carriage carriage ex works in accordance with Incoterms 2010. Unless otherwise agreed, the company shall determine the type of shipment, the transport route and the carrier on behalf of the customer. The company reserves the right to carry out partial executions or deliveries of orders, issuing a separate invoice for each delivery: in this case, all partial deliveries shall be invoiced independently and the payment terms shall run from the date of each invoice; the customer may not defer payment for partial deliveries until the deliveries relating to the original order have been completed.

3.7 Transport insurance can only be taken out at the Customer’s request, at the Customer’s expense, and shall be stated in the order confirmation.

3.8 The delivery may be suspended by Chiaroscuro Sas in case of non-payment of any advance by the Customer or even of a single instalment in case of payment by instalments, until all the data and technical and administrative information useful for the correct fulfilment of the order and/or until Chiaroscuro sas has received communication of the delivery or of the opening of the letter of credit issued by the confirming or warning Bank, as the case may be.

Article 4 - Acceptance of products

4.1 Unless the Customer, at the time of delivery and in any event no later than 8 days thereafter, notifies the Company in writing of the presence of any defects in the Products, the Products shall be deemed accepted without reservation by the Customer.

4.2 In case of confirmation by the Company of apparent defects and/or non-conformity, the Customer may obtain, always at the discretion of Chiaroscuro Sas, the free replacement of the goods, or the reimbursement of the agreed price, as paid. The payment of indemnities of any kind and compensation for damages of any nature and entity is in any case excluded.

4.3 Returned goods shall only be accepted by the Company with prior written agreement and authorisation as per the procedure, in any case for new goods and complete with original packaging.

4.4 Returns must be accompanied by the appropriate transport document, indicating the Company’s written return authorisation and the quality and quantity of the returned goods. Returns shall not be considered accepted by the Company unless they are made in the manner described above and, in particular, the taking delivery of goods at the Company’s headquarters or warehouses shall not be considered as acceptance of returns.

4.5 Excluded from the return procedure and therefore returned to the client, at his expense, are goods: - Not identifiable by the corresponding lot number that have undergone tampering and/or unauthorised modifications by the client; - Not accompanied by the return authorisation number; - For which the client is not able to show the document from which the supply by Chiaroscuro Sas transport document and/or invoice is shown.

The Customer shall always bear the risk and costs of the return. In case of confirmation by the company of the apparent defects and/or non-conformity, the customer can obtain, always at the discretion of Chiaroscuro Sas, the free replacement of the goods, or reimbursement of the agreed price, as paid. is in any case excluded the payment of indemnities of any kind and compensation for damages of any nature and entity.

Article 5 - Product Information - Replacement - Patents, Trade Marks and Distinctive Signs - Guarantees

5.1 The Company fulfils its obligation to provide information on the products by means of the technical documentation and the user and maintenance manuals that accompany them. it is the customer’s responsibility to provide information on the conditions of use and safety to its customers. It is also specified that the technical documentation and the user and maintenance manuals cannot cover all cases of installation and use of the products; it is therefore the customer’s care and responsibility to contact the Company should they require additional information.

5.2 The Customer is aware that the Chiaroscuro Sas branded products are covered by patents and are the subject of know-how and design constituting the exclusive property of Chiaroscuro Sas according to Legislative Decree n.30/2005 and subsequent amendments (Industrial Property Code). It is expressly forbidden for the Customer to violate these rights of Chiaroscuro Sas and in any case to remove, suppress or in any case alter trademarks and other distinctive signs or abbreviations of any kind affixed to the products, as well as it is forbidden to affix new ones of any kind. Any form of reproduction or use of the Chiaroscuro Sas trademark and any other distinctive sign on the products is therefore forbidden.

5.3 The guarantee as provided for in this clause applies to products sold by Chiaroscuro Sas from the date of entry into force of these general sales conditions.

5.4 The Company therefore guarantees that the products have no defects attributable to the materials used. design and manufacture.

5.5 In the event of product defects recognised by the Company and attributable to materials, design and manufacture, the Company shall replace or repair the products. In the event of replacement or repair of products under warranty, the warranty period for new or repaired products shall expire with reference to the end of the original supply.

5.6 Products sold by Chiaroscuro Sas are guaranteed within the terms provided for by the Civil Code, starting from the date of the transport document or, failing this, from the date of the sales invoice.

5.7 Products deemed to be defective shall be shipped at the customer’s expense to: Chiaroscuro Sas, Corso General cantore n°23 38061 Ala (TN), Italy. The company has the right to ask the customer for a copy of the purchase invoice of the products. If the products returned under warranty, following Chiaroscuro Sas’ assessment, are found to be defective, the latter shall replace or repair them free of charge. The shipping costs of the replacement or repaired products shall be borne by Chiaroscuro Sas.

5.8 If, following the Company’s assessment, the product does not prove to be defective in relation to the materials used, design and manufacture, the Company shall automatically arrange for its repair or the return of the unrepaired material. Once the operations have been completed, the Company shall inform the Customer in writing, including by e-mail, of the state of the product and of any costs generated. The product shall be returned within one month from the date of receipt of the communication. In the case of dedicated shipment, shipping costs shall be borne by the Customer.

5.9 The guarantee does not apply in the following cases

- products damaged during transport;
- choice, installation, commissioning and use of the product not in compliance with the instructions contained in the technical documentation and in the use and maintenance manuals supplied with the product;
- incorrect installation, use and maintenance due to negligence and carelessness on the part of the Customer;
- defects resulting from force majeure, such as natural phenomena or unforeseeable events, or due to phenomena or events or facts not attributable to the product;
- use of the product in combination with inappropriate products and/or components;
- carrying out of modifications and/or disassembly of the product, in the absence of formal authorisation by the Company;
- failure to comply with the instructions concerning the use of software applications not included in the product and governing its operation;
- damage resulting from fire, accidents, unforeseeable events or other circumstances not attributable to Chiaroscuro Sas;
- damage occurring during the period of non-payment by the Customer. The guarantee does not cover costs and expenses related to the replacement of materials subject to consumption and/or wear and tear, to the activities of disassembly and re-installation of the product, to ordinary maintenance activities which remain the responsibility of the Customer.

This guarantee absolves Chiaroscuro Sas of all responsibilities in relation to the products supplied. Chiaroscuro Sas is therefore not responsible in relation to costs, claims, losses and/or direct damages or damages caused to the Customer and third parties by the choice, installation and use of the products. The Customer is responsible for the suitability of the product requested for the use for which it is intended and is also responsible, to all effects of reason and law, for informing its Customers. The Company reserves the right to replace, in whole or in part, the Products that are the subject of the order upon prior notice to the Customer.

Article 6 - Customer Obligations and Forfeitures

6.1 The Customer shall use the Products properly and give the Company all reasonable information and facilities to enable the Company to perform its contractual obligations.

6.2 The Customer shall in any event comply with all statutory and contractual requirements applicable to it.

6.3 The Customer may not, however, suspend or delay payments in case of dispute, defect of the Products, complaint or delay in the delivery of the Products by Chiaroscuro Sas

Article 7 - Price and Payment

7.1 Payment shall be made in full at the time of delivery of the Products, or at such other time as may be agreed and indicated by the Company and/or set out in the invoice and/or indicated in the order acceptance and/or in the supply and sale contract.

7.2 The Price of the Products shall be the price indicated by the Company and in any case, the price indicated in the invoice and/or in the contract by the Company.

7.3 Chiaroscuro Sas reserves the right to modify without notice the agreed payment conditions whenever the conditions that motivated them change, or in the presence of customer orders that present a high financial risk for the Company, or in the presence of customers who do not respect the agreed supply conditions.

Regardless of what is indicated in the order confirmation, payment shall in any case be understood to be made at the premises of Chiaroscuro Sas. the issuance of bills of exchange, cheques or other payment instruments by the Customer does not constitute payment, nor does it determine a change in the place of execution or entail novation of the original obligation. In any case, all costs for the issuance of such bills of exchange, cheques or other payment instruments as well as the related bank charges shall be borne by the Customer.

7.4 Failure to pay within the agreed term shall entail the application of the interest rate provided for by Article 5 of Legislative Decree No. 231 of 09/10/2002 (as transposed by European Parliament and Council Directive 2000/35/EC and by the Vienna Convention of 11/04/1980 ratified by the Italian State with Law No. 765/1985) and subsequent amendments and updates, without prejudice to any further damages. In the event of a delay in payment, the Customer shall in any case owe the Company any losses due to the exchange. The Customer shall not be entitled to make any claims or raise any objections against the Company until after having paid for the purchased goods.

7.5 In case of non-fulfilment and/or non-payment, Chiaroscuro Sas shall in any case have the right to suspend and block all shipments in progress, all supply orders in progress in case of payment irregularities, without any notice or right to compensation of any damage in favour of the Customer

7.6 The parties agree that any discounts and premiums granted to the Customer shall be conditional on the Customer actually paying the purchase invoices to the Company within the agreed terms. Unpaid invoices shall not determine or entitle the Customer to any additional discount, premium or compensation;

Article 8 Liability - Severability Clause - Penal Clause

8.1 The Company shall not be liable for any loss or damage suffered by the Customer as a result of failures or defects in the Products unless such failures or defects are attributable to the Company's wilful misconduct or negligence as ascertained by a final judgment of the competent Italian judicial authority.

8.2 Furthermore, the Company shall not be liable to the Customer for any loss of profit or for any other indirect or consequential loss or damage resulting either from breach of contract or from non-contractual or pre-contractual liability of the Company.

8.3 In no event shall the Company be liable for any loss or damage, direct or indirect, caused to the Customer by Third Party Products, in respect of which the liability of the third party manufacturer under law shall remain unaffected.

8.4 Pursuant to and for the purposes of Article 1456 of the Italian Civil Code, failure to pay or delayed payment, even in part, by the Customer shall allow the Company to consider the existing contract or any orders or proposals to purchase that have been accepted and/or finalised terminated pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for damages suffered and suffered and without prejudice to the right to retain the advances and any sums already collected, without prejudice to compensation for any greater damages.

8.5 In the event of cancellation of a confirmed order or failure to collect the Products, the Customer shall be required to pay a penalty equal to 30% (thirty per cent) of the value of the cancelled and/or not collected Products, without prejudice to the right of Chiaroscuro Sas to compensation for any greater damage.

Article 9 - Force Majeure

9.1 The Parties shall not be liable for delay in the performance of their obligations under these General Terms and Conditions as well as the Contract if such delay is caused by circumstances beyond their reasonable control. The Party delayed due to force majeure shall be entitled to a reasonable extension of time for the performance of such obligations.

Article 10 - Confidentiality

10.1 Each Party shall treat as confidential, and shall treat it with at least the same standard of care as it treats its own confidential information, all information obtained by the other under the Agreement and marked "confidential" (or similar expression) or otherwise of a confidential nature to either Party. Article 11 - Communications

11.1 All communications between the Parties shall be in writing and sent to the address of the addressee indicated in the Contract or to the registered office of the addressee or to any other address indicated by the addressee.

11.2 Such communications may be sent by registered letter and e-mail pec adme@pec.chiaroscuro.eu and shall be deemed received upon delivery if delivered by hand, 48 hours after dispatch if sent by registered letter, at the time of transmission if sent by telex or telefax.

11.3 Communications affecting the validity or existence of the Contract shall be exclusively hand-delivered or sent by registered letter with acknowledgement of receipt and e-mail pec adme@pec.chiaroscuro.eu.

Article 12 - Applicable Law, Jurisdiction and Jurisdiction

12.1 This Contract shall be governed by and construed in accordance with the laws of Italy and shall be subject exclusively to Italian jurisdiction.

12.2 The Court of Rovereto (TN) shall have exclusive jurisdiction over any dispute arising from the supply, with the exclusion of any derogation for reasons of connection or continece of cause, even if the terms of payment have been indicated by means of bank receipts, drafts, assignments.

Article 13 . Provisions on the protection of individual data

13.1 Pursuant to current legislation for the protection of personal data, the customer is informed that personal data pertaining to him/her are entered into the Company's database, as this is necessary for the proper performance of the contractual relationship and for the fulfilment of certain legal provisions, as well as for statistical, commercial, marketing, promotional, credit protection, management and assignment purposes.

13.2 The purchaser's personal data are processed by means of automated and paper-based instruments by authorised parties, with the use of security measures to guarantee confidentiality. The customer's personal data may be communicated to Entities, Group companies, credit recovery companies or companies, consortia and associations for commercial, market research and marketing purposes.

13.3 11 The data controller is the Company, which the Customer may contact in order to exercise its rights under the law. To this end, the Purchaser is informed that he/she may at any time have access to his/her personal data, request that they be updated, corrected or deleted and/or oppose their processing