



GIOVENZANA
INTERNATIONAL B.V.

GENERAL TERMS OF SALE

1. SALE: the sale only includes what is clearly and specifically described in the offers or order confirmations of Giovenzana International B.V. and is governed by these General Terms, with waiver by the Purchaser of the right to use its own terms. Any exceptions will only be valid if they are in writing.

2. OFFERS: subject to any other commercial agreements, offers made by Giovenzana International B.V. have a maximum validity of 30 days, after which they expire automatically.

3. PRICES: the prices are those specifically declared on the price list in effect upon finalisation of the contract. Transport, packaging, assembly, starting-up, training the Purchaser's staff or any other service or additional costs are not included.

Prices are not binding however: any increases that may affect the costs of the raw materials may give rise to changes in the prices.

4. ORDERS: orders must be made in writing, and an order confirmation will be sent for every order, containing, *inter alia*, the prices and dates of delivery understood as the date the materials leave our offices or warehouses. The minimum order amount shall depend on the applicable territory.

5. ORDER MULTIPLE QUANTITIES: certain products are supplied in order multiple quantities. Giovenzana International B.V. reserves the right not to accept orders with quantities that are less than the order multiple for special articles manufactured at the instructions of the customer.

6. PAYMENT METHODS: the supply shall have to be promptly paid using the methods specified in the offers, order confirmations and invoices of Giovenzana International B.V. and transmission of the payment amounts shall be at the risk of the Purchaser regardless of the method chosen. Any technical or sales complaints shall not give any right to stop the payments. Any breaches of the terms of payment by the Purchaser will give Giovenzana International B.V. the right to stop any orders in progress or ask for them to be paid in advance.

7. DELIVERY: the terms of delivery set out in the offer or order confirmation will start from the date the sale is finalised, are approximate and shall depend on the availability of the products in the warehouse. Therefore Giovenzana International B.V. shall not be held responsible for any delays. These terms shall be understood to be automatically extended to the necessary extent for reasons that do not depend on Giovenzana International B.V. or its diligence, including damage to the machinery or other systems or delays by suppliers or if the Purchaser does not accurately carry out its contractual obligations, and more specifically:

- if it defaults on its payments;
- if it does not provide the necessary information in enough time to fill the order;
- if it requests, and Giovenzana International BV accepts, in writing, changes while the order is being filled.

Unless otherwise agreed, the sale will be understood to have been agreed ex works from our offices or warehouses. If the Purchaser, for its convenience, requests the transport to be charged for in the invoice, it shall be understood between the parties that the goods shall travel at the risk of the Purchaser.



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The Purchaser will have to ensure that the carrier delivers the number of packages indicated on the transport document, that they are intact and that there is correspondence of the weight.

If there are any differences, always accept the goods **SUBJECT TO CONTROL**, clearly specifying the type of damage. Anything missing or any errors will have to be reported to the applicable sales contact within 8 days from the date of receipt of the goods.

In the case of default and/or changes to the financial position and/or high overall exposure of the Purchaser, even if dependant on other sales, Giovenzana International B.V. may stop any and all supplies.

8. GUARANTEE: any complaints about the quality of the goods must be made in writing within 8 days from arrival of the goods.

For anything that is not specified regarding the terms of the guarantee, please consult our Internet site under the specific section:

https://static.giovenzana.com/certificates/company/WARRANTY-CONDITIONS-GBV_EN.pdf

9. DELAYS IN DELIVERY: if Giovenzana International B.V. does not think that it can deliver the products on the date agreed for delivery, it will have to notify the Purchaser in writing, indicating, if possible, the expected date. Any delays due to force majeure or actions or omissions of the Purchaser will not be attributed to Giovenzana International B.V. (for example failure to report the necessary instructions to supply the products).

In any case, the Purchaser may not claim compensation for damages:

- if it is not proven that the delayed delivery caused damage to the Purchaser;
- if the Purchaser is not ready to receive the goods.

10. RETURNS: returns of materials that have not been previously agreed and authorised in writing will not be accepted and will therefore be rejected. Giovenzana International B.V., at its sole discretion, will accept a return due to errors in the order or for reasons that can not be attributed to it only if the following conditions are met:

- within 12 months from the date of purchase;
- standard items that are normally in stock;
- original packaging;
- material that has not been tampered with;
- information on the return document of the material purchase references (date and number of purchase transport document);
- transport costs (both ways) to be fully borne by the Purchaser unless otherwise agreed;

The request for a return will entail a minimum write-down of 20% on the price of sale, and in any case, valued on the basis of the request for the return itself, and it will be considered both in the case of standard and special articles.

11. CONFIDENTIALITY: Giovenzana International B.V. is the full and exclusive owner of the projects, the designs, the technical documentation and the software made available and that can never be considered to have been transferred to the Purchaser. The Purchaser may use them exclusively for the purposes strictly necessary to perform the contract, and may not copy them, send them or communicate them to third parties.

12. APPLICABLE LAW AND DISPUTES: Sales in all countries are governed by Dutch law. The court of Amsterdam will have exclusive jurisdiction over any dispute that may arise in relation to the existence, validity, interpretation or performance of the sale.

These General Terms of Sale cancel and replace all previous terms.



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