

GENERAL TERMS AND CONDITIONS OF SALE

(2021-09-15 version)

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Art. 1 General Provisions

The terms and conditions indicated below (the "General Terms and Conditions of Sale") shall form part of all the contracts concluded between CIAM s.p.a., based in Viale dei Pini n. 9 - 06081 Assisi (PG) - Italy, VAT code 01714400544, telephone +3907580161, (hereinafter also the "Seller") and the Buyer for the supply of the Seller's products.

These general conditions are available on the company website (www.ciamweb.it) together with the General Warranty Conditions.

Art. 2 Offers (Quote) and Order Confirmations

The Seller's written Offer (Quote) is sent (via e-mail, fax, post, by hand) to the Buyer together with the General Terms and Conditions of Sale and the General Warranty Conditions, named as "sales documents" hereafter.

The validity of the Offer (Quote) is sixty days from the date of issue.

The Buyer should return to the Seller a signed copy of the sales documents. Only in this case the sales contract will be considered concluded, becoming binding for the Parties.

After receiving buyer confirmation the Seller will send the Order Confirmation and the Executive drawings. The Buyer shall sign the Executive drawings and comply with payment terms specified in the sales documents in order to have the production started

The sales documents report all the conditions and the definitive and binding contents of the Contract and will prevail in any case over any general or particular purchase conditions prepared by the Buyer. Any written or verbal condition sent by our collaborators, employees of our Company or sales agents is of no value if it is not reproduced in the text of the sales documents.

Any requests for changes or modifications to orders already signed by the Buyer are subject to approval by the Seller and will be confirmed with a new Offer (Quote). The requests must be received promptly in order to allow the relative changes to be implemented also with regard to organization of the production.

In this case CIAM s.p.a. reserves the right to delay delivery times and to change the price of the goods.

After ten days from the signature of the sales documents any requests for changes in the Buyer's personal data and / or the place of delivery of the goods will not be accepted.

If, exceptionally, the Seller accepts the aforementioned requests, an administrative fee of € 500.00 (five hundred / 00) will be charged and shall be paid by bank transfer before the goods are released for shipment.

Art. 3 Prices and Payment Terms

The prices applied are those indicated in the Offer (Quote) signed and stamped by the Buyer and do not include VAT, taxes, shipping, insurance, installation, training for the end user, after-sales service which are quoted separately.

Payment must be made, unless otherwise agreed in writing, according to the terms and methods indicated in the Offer (Quote).

In the event of delay, non-payment or partial payment by the Buyer, our Company reserves the right, at its discretion, to immediately suspend the supply in progress and any planned ones, and / or to terminate all existing contracts with the Buyer even if not related to the payment in question, without prejudice to the right to compensation for damage.

Art. 4 Terms of Delivery

Unless otherwise expressly agreed in writing, any delivery time in the Offer (Quote) or the one communicated later by email from the Production Planning Office, is an approximate term for delivery and shall be nonbinding for the Seller. Any liability to supply as a result of force majeure or other unforeseeable events outside the Seller responsibility, including, without any limitation, strikes, acts of the Public Authorities, failures to machineries, delays or defects in supplier deliveries, subsequent cease of export or import opportunities, in consideration of their duration and scope, relieve the Seller from the obligation to respect any agreed delivery deadline without any liability for our Company.

No right to compensation for damage will be granted to the Buyer.

The Seller reserves the right to make partial deliveries.

The Seller is not obliged to accept returns of the products, unless it has been expressly agreed in writing. Any costs incurred for this purpose shall be at expense of the Buyer.

Art. 5 Inspection and Acceptance of Products

Upon delivery of the Products and before signing the delivery note, the Purchaser must immediately check quantities and packaging of the goods and record any objection or anomaly found on the delivery note.

If the customer accepts the goods and signs the delivery note without making the necessary reservations, he cannot later claim any shortages or damage.

The Buyer is obliged to inspect the Products and note absence or any defects with respect to what is indicated in the Offer (Quote) and in the Order Confirmation within 10 (ten) days of receipt.

Any disputes will be considered valid only if communicated in writing by email to service@ciamgroup.it and to the Area Manager, within 5 (five) working days of from the discovery.

Any hidden defects must be reported by email to service@ciamgroup.it and to the Area Manager, within 5 (five) working days of from the discovery but within the warranty period, indicating exactly the defects found and providing photographic documentation.

Until then and until the Seller grants written authorization, the Buyer will not be able to carry out repairs and / or modifications on the disputed Products.

However, any Product for which no dispute has been raised in accordance with the procedures and terms indicated above, is considered approved and accepted by the Buyer.

Art. 6 Warranty

CIAM s.p.a. warrants that the products correspond in quality and type to what is established in the contract and in the technical specifications declared by the Seller and that they are free from defects that may make them unsuitable for the use for which they are destined.

The Buyer guarantees that the installation and initial start-up of the product will be carried out by certified professional technicians able to understand and follow all the instructions and suggestions written in the technical and operating manual provided.

See the Terms of Warranty on the document available on the website www.ciamweb.it

Art. 7 Limitation of Liability

Except in case of justified objection raised in accordance with the provisions set in paragraph 5 above, the Buyer is not recognized any further right or remedies. In particular, the Seller is not responsible for any compensation based on breach of contract or default, for any direct damage or loss of profit incurred by the Buyer as a result of the use or non-use of the Products, except for the cases covered by the warranty indicated. in paragraph 6 or in the event of willful misconduct or gross negligence on the the Seller's part.

The Seller will do its best endeavor to deliver the products within the time limits eventually agreed, but in no case he shall be liable for damages directly or indirectly caused by the delayed execution of a contract or the delayed delivery of the products.

Art. 8 Unidroit Principles as applicable rules

This contract shall be governed by the UNIDROIT Principles (2016) or supplemented, when necessary, by the law of Italy.

Art. 9 Jurisdiction

For all disputes that may arise in relation to the existence, validity, interpretation and execution of these General Terms and Conditions of Sale and the related agreements, the Court of Perugia will have exclusive jurisdiction.

Art. 10 Arbitration

All disputes arising out or in connection with the present Contract shall be settled by the Parties in an amicable way, by mutual consultation in good faith and in spirit of cooperation.

If an amicable settlement cannot be reached, the Parties agree that the disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be in Rome – Italy (at the Italian Office of ICC, Via Barnaba Oriani n. 34)

The language of arbitration shall be English.

The arbitrators shall decide by applying the law of Italy and not *ex aequo et bono*

Art. 11 Miscellaneous

In carrying out their obligations under this Contract the Parties will act in accordance with good faith and fair dealing. The provisions of this Contract, as well as any statements made by the Parties in connection with the subject matter contained herein, shall be interpreted in good faith.

This Contract constitutes the final written expression of the terms of agreement between the Parties relating to the subject matter contained herein and is the complete and exclusive statement of those terms. This Contract supersedes all prior agreements between the Parties with respect to such subject matter. No provision of this Contract may be changed or modified, nor this Contract may be changed or modified in whole or in part, except by written agreement signed by both Parties hereto.

Neither the failure of any Party to obtain the exact enforcement of any of the provisions hereof nor the granting of other indulgence shall constitute a waiver or estoppel of such Party's right to obtain the exact enforcement thereof in the future or of such Party's right to obtain the exact enforcement of any other provisions of this Contract.

The nullity of a particular clause of this Contract shall not involve the nullity of the whole Contract, unless such clause is to be considered as substantial, i.e. if the clause is of such importance that the Parties (or the Party to the benefit of which such clause is made) would not have entered into the Contract if he knew that the clause would not be valid.

The rights and obligations arising from the present Contract may not be assigned by either Party without the previous written approval of the other Party.

The English text of the present Contract shall be the only original text. Any translation shall not be deemed to be an original, and in case of dispute it will be settled solely by using the original text written in English.

Art. 12 Processing of Personal Data (EU Regulation 679/16 - GDPR)

The personal data of the Buyer shall be processed in accordance with the European data protection law (EU Regulation 2016/679). The Seller informs the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement.

The data will be processed exclusively by the managers and company officers of the Administrative, Technical and Commercial sector, specifically authorized by the Data Controller and by those whom the Data Controller has indicated as external Data Processors.

The Buyer's data will be kept for the time necessary to pursue the purposes for which they are processed, in application of the provisions of the relevant legislation. At any time, the Purchaser may exercise their rights, listed in Articles 15 and following of EU Regulation 2016/679 and better specified in the information pursuant to Article 13 on the processing of personal data (GDPR).

The owner of the processing of personal data is CIAM s.p.a., Viale dei Pini n. 9 - 06081 Assisi (PG) - Italy.

We invite you to read the Privacy Policy adopted by CIAM s.p.a., available on the website www.ciamweb.it