

	<b>General Terms and Conditions of Sale</b>	Pag. 1/1
Form	MDQ063 Rev.0 del 14/10/24	

These General Terms and Conditions of Sale are applied by MIBA. Any exceptions and/or changes to these General Terms and Conditions of Sale must be explicitly agreed between the parties.

**Article 1. Scope**

The sale concerns the supply of precision metal carpentry and/or electromechanical equipment on behalf of third parties, in addition to complementary services. By submitting a purchase order, the Buyer acknowledges that it has carefully examined the technical and functional characteristics of the products and services ordered and that it considers them suitable for the use to which it intends to put them, either directly or indirectly. The Buyer also undertakes not to make changes to the products and to respect their correct methods of use, with which it declares itself to be familiar.

**Article 2. Entering into the contract**

An order will be deemed to be accepted by MIBA when the Buyer receives the order confirmation from MIBA. The sales contract shall in any case be considered entered into at the time of MIBA confirming the order. Any additional conditions other than those provided for in the order confirmation shall not be considered valid between the parties. In the event of the order confirmation containing conditions other than those contained in the order, these different conditions shall be regarded as fully accepted by the Buyer if the latter does not dispute them within 3 days.

**Article 3. Prices and payments**

The prices of the goods are indicated in the order confirmation and, unless otherwise specified, are expressed in Euro. Shipping costs, unless otherwise indicated, are always excluded and shall be borne by the Buyer. Prices are exclusive of customs charges, duties, taxes or levies for exports and the like, unless otherwise specified and agreed. Payment of the price of the products must be made in the terms indicated in the order confirmation. Any delay in payment shall automatically result, without the need for formal notice, in the Buyer being charged default interest at the prevailing rate provided for by Italian Legislative Decree no. 231/2002, increased by two percentage points, with effect from the day after the invoice's due date. In any case, non-payment of a credit must be authorised in writing by the Seller's administrative office.

**Article 4. Delivery conditions**

Goods are delivered with the deadline for returns as indicated in the order confirmation. In the event of non-collection or impossible delivery of products, if these remain in storage at the MIBA premises, the Buyer shall pay, in addition to the value of the supply, also storage and administrative costs of 0.5% of the total value of the undelivered goods for every week of storage after the first 10 days, in addition to any expenses charged by the carrier. In any case, the Buyer may not apply penalties or request discounts, price reductions or compensation for damages resulting from the delay, unless otherwise agreed between the parties.

**Article 5. Force majeure**

MIBA shall not be liable for the non-fulfilment of any contractual obligation or for delays in their fulfilment caused by or derived from an earthquake, fire, flood, pandemic, invasion, insurrection, riot, order of civil or military authorities, state of alarm, mobilisation, blockade, war, strike, industrial action, occupation of factories, lockout, embargo, interruption of any type of freight transport, and in any case any circumstance that is beyond the control of MIBA, even if not expressly listed here. The delivery term remains suspended for as long as one of the above causes delays fulfilment of the Contract.

**Article 6. Warranty and complaints**

Any defects in the products delivered shall be reported to MIBA in writing by registered letter with return receipt or by registered email within eight days of delivery. MIBA only guarantees conformity of the products delivered to those ordered, and not their suitability for the specific needs of the Buyer or third parties. Unless otherwise specified in the offer or in the order confirmation, the warranty shall last 12 months from the date of delivery for the products in normal storage conditions. In no way shall the warranty apply if, for example, any attempts are made to repair or modify the product, if anomalies are detected in the operation of the product as a result of the Buyer's actions, or in the event of normal deterioration of the product as a result of its use. Under its warranty obligations, the Seller undertakes to repair and/or replace a defective and/or faulty product, unless it is otherwise established that the commitment to repair and/or replace same has been agreed as being at the expense of the Buyer with subsequent reimbursement by the Seller whenever said operation has been authorised, without any further obligation to compensate the Buyer and/or third parties for any direct and/or indirect and/or consequential damages arising from defects in the Products, without prejudice to any mandatory provisions of law. In any event, the Parties acknowledge that the Seller's aggregate liability to the Buyer is limited to the price paid by the Buyer for the Products that gave rise to the non-conformity.

**Article 7. Confidentiality**

The Buyer undertakes to keep confidential and not to disclose to third parties, for the entire duration of the contractual relationship and for a further two years from delivery of the last supply of any product, any information or technical detail relating to the products purchased, their operation or use, as well as any administrative or commercial information relating to the contract for the sale of said goods.

**Article 8. Industrial and intellectual property**

Purchase of the products and their direct or indirect use shall not result in transferring to the Buyer any industrial and/or intellectual property rights on the products sold. These shall remain the sole property of MIBA, also with regard to the production processes identified and/or used by MIBA as part of its business activities.

**Article 9. Applicable law**

These General Terms and Conditions of Sale are regulated by Italian law.

**Article 10. Jurisdiction**

Any dispute arising from or related to these General Terms and Conditions of Sale shall fall under the jurisdiction of the Courts of Modena.

**Article 11. Right of withdrawal**

The Parties have the right to withdraw, with immediate effect, from every Contract with a notice of at least 30 (thirty) days sent by registered letter or registered email. It is understood that in the event of the Buyer withdrawing, the latter must guarantee payment to MIBA of at least the direct costs incurred up to that moment with regard to the contract in progress and executed, and of indirect costs such as, for example, commitments to workers and/or third parties.

**Article 12. Final provisions**

These General Terms and Conditions of Sale form an integral and substantial part of each Contract entered into by the Seller and the Buyer for the purchase and sale of the Products and/ or services. Moreover, they shall prevail over any conditions set forth by the Buyer, unless expressly accepted in writing by the Seller. The Seller reserves the right to amend, supplement or vary these General Terms and Conditions of Sale, and undertakes to annex such changes to offers or order confirmations or to any written communication to the Buyer. In the event of any amendments, supplements or variations to these General Terms and Conditions of Sale not being accepted by the Buyer within 15 days from the date of communication, the General Terms and Conditions of Sale previously accepted shall apply.

**Article 13. Privacy**

MIBA shall process Customer data in electronic and/or manual form, in accordance with the principles of lawfulness and fairness and in compliance with Regulation (EU) 679/2016 (GDPR). Such data may be used by MIBA, either directly or through trusted third-party service providers, as data controllers or data processors, exclusively to comply with regulatory obligations, also of an accounting and fiscal nature, as well as any contractual obligations taken on.