

ART. 1 – PREMISE

- 1.1 These General Conditions of Sale (GCS) govern the sale of the Products (the "Products") marketed by the company Borin Line S.r.l. (hereinafter also the "Seller" or "Borin Line") also using remote communication technology (via Internet, telephone, fax). All contracts for the purchase of Products, also concluded through the website www.borinonline.it following the procedures indicated therein (online, fax or by telephone), between the Seller and the buyers (hereinafter the Customers), will be regulated, in addition to the specific agreements defined from time to time (e.g. order confirmations), also by these General Conditions, which form an integral and substantial part thereof and will be applied without the need for there to be an express reference to them or a specific agreement in this regard at the conclusion of each individual transaction.
- 1.2 The GCS are exclusively applicable. Consequently, the application of any other general condition used by the Customer, which is in contrast, contradiction or in addition to these will be expressly excluded and rejected.
- 1.3 With regard to purchases made electronically, the following is specified.
The website www.borinonline.it is divided into two parts: the first allows the user to see all the Products, to choose what they need and to request a quote by registering with the system administrator. The user at this stage is not enabled to directly view prices. The Seller will develop the quote and, if necessary, contact the Customer to complete the offer and proceed with the order confirmation.
The second part is reserved for registered Customers.
The purchase proposal (order) is formulated by the Customer at the time of sending the form containing the list of goods requested. All orders are subject to acceptance by the seller. An invoice is issued for each order placed on www.borinonline.it. For the issuance of the invoice, the information provided by the Customer at the time of ordering is authoritative. No change in the invoice will be possible after the invoice has been issued.

ART. 2 - CONCLUSION OF THE SALES CONTRACT

- 2.1 The Customer must place the order by filling in the appropriate forms prepared by Borin Line. The order placed by the Customer integrates a contractual proposal and is not considered accepted until it has been confirmed in writing by the Seller. In the event that the Seller does not provide written confirmation of an order negotiated verbally, the issuance of the invoice by the Seller or the execution of the order by the Seller will be considered as confirmation. The contract will therefore be concluded at the time of acceptance of the order by Borin Line.
- 2.2 In the event of a contractual proposal sent by Borin Line, it will be considered valid for 5 (five) days from the date of its arrival at the recipient. This proposal must be confirmed by the Customer using the models prepared by Borin Line and must be sent by email – certified email or fax. The contract shall be deemed to have been finalised upon receipt by Borin Line of the contract confirmation.

ART. 3 - PRICES

- 3.1 The prices are those indicated in the price list, also visible on the website www.borinonline.it, in force at the time of order confirmation, unless otherwise agreed exclusively in writing between the parties.
- 3.2 The prices of the Products are always expressed in Euros and are not inclusive of shipping, transport, assembly, installation (if applicable), customs charges, bank charges, VAT and other related tax and administrative charges.
- 3.3 Prices are subject to possible changes and/or modifications by Borin Line in the following terms.
 - a) Contracts concluded before the entry into force of the aforementioned amendments, but still in the process of being executed, will be subject to the prices in force at the time of confirmation of the Order, except as indicated below under letter b).
 - b) If, after the determination of the consideration and during the execution of the contract, the prices of the materials undergo significant increases, such as to determine an increase in the unit prices used of at least 5% (five percent) compared to the unit prices at the time of signing the contract, Borin Line is entitled to the compensatory adjustment for the amount of the supply still to be executed, whenever there is such an increase.
To this end, Borin Line must provide the Customer with proof of the actual variation with adequate documentation, declaration of suppliers or other suitable means of proof relating to the variations with respect to what was agreed at the time of the offer and/or conclusion of the contract. In the request for compensatory adjustment, Borin Line must indicate the goods for which it believes any compensation is due and their quantitative incidence with respect to the supplies still to be executed or the goods still to be delivered.
The Customer is required to acknowledge this increase (which will essentially be overturned by Borin Line as it is to the Customer, without making any increases on this amount), which by signing this contract accepts and whose payment will be made according to the agreed deadlines.

ART. 4 – PAYMENT METHODS AND TERMS

- 4.1 Payment for the Products must be made upon order, by Bank Transfer, unless otherwise agreed in writing between the parties.
- 4.2 In addition to the other remedies permitted by Law, the parties agree that default interest on late payments shall run from the date on which the right to payment accrues and shall be automatically applied at the rate provided for by Legislative Decree 231 of 9 October 2002, without prejudice to compensation for greater damage in compliance with the aforementioned Decree.
- 4.3 The Client has no right to make any compensation, withholding or reduction.

ART. 5 – TRANSPORT AND DELIVERIES – NON-COLLECTION

- 5.1 Unless otherwise agreed in writing, any delivery terms indicated are not binding for the Seller. Unless otherwise agreed between the parties, the indicative delivery time is that specified in the order confirmation.
- 5.2 Unless otherwise agreed between the parties and specifically the provisions of art. 6.1 below, ownership of the Products is transferred to the Customer always with delivery by Borin Line to the carrier, even if chosen and paid by the latter, with consequent transfer of risk from the Seller to the Customer, at that time. Any delivery terms indicated in the order confirmation are calculated in working days and are not essential and peremptory, but only indicative.
- 5.3 The Seller shall not be held liable for, and shall be freed from the obligation to respect the agreed delivery term where, in view of the duration and scope, any delivery which arrives late resulting from force majeure or other unforeseeable events not attributable to the Seller, including, without limitation, strikes, lockouts, public administration provisions, subsequent export or import restrictions.
- 5.4 The Seller reserves the right to make reasonably partial deliveries.
- 5.5 The Seller is not obliged to accept returns of products, unless expressly agreed in writing. Any costs incurred for this purpose are the sole responsibility of the Customer.
- 5.6 Unless otherwise agreed, the Customer will be responsible for the unloading, positioning and possible installation of the products. The Seller will always be responsible for testing.
- 5.7 In the event that the Customer does not collect the products within the established period (coinciding, except for express exceptions, with the time when they are ready for delivery), the costs for the stop deposit and for the possible renewal of the "commissioning/testing" will be applied to the same, as will be communicated by Borin Line in the event of non-collection.

ART. 6 - OWNERSHIP TITLE

- 6.1 When the payment of the price is deferred, the Customer will become the owner of the Products only upon payment of the full price, interest and expenses. The sale, in fact, in the hypothesis considered, is made and accepted with the reservation of ownership. In any case, the risks inherent in the use, loss/destruction etc. related to the Products are assumed by the Customer at the time of taking delivery of the same by the carrier.
- 6.2 In the event of termination of the contract due to non-fulfilment by the Customer, it is agreed that the price instalments paid remain in any case acquired by Borin Line as compensation, without prejudice to the greater damage.

ART. 7 - RIGHT TO WITHDRAWAL

- 7.1 When the Customer has the characteristics of a "consumer", as defined by the current Consumer Code, he may withdraw from the contract within a period of 14 (fourteen) days from receipt of the Products.

- 7.2 Withdrawal must be exercised by written communication sent within the above period to Borin Line by registered letter with return receipt, fax, email or certified email. In the event that the right of withdrawal referred to in point 7.1 is exercised, the consumer must return the Products at his own expense within 10 days of receipt, with an insured package at the headquarters of Borin Line. In the event of return of the Products, the aforementioned legislation will apply, also with respect to the characteristics of the goods to be returned and their state of conservation.

ART. 8 - EXPRESS TERMINATION CLAUSE

- 8.1 The contract must be deemed terminated by law, upon written notice from Borin Line to make use of this option, in cases where the Customer does not pay the sums due within the agreed terms, insolvency, bankruptcy or submission to other insolvency proceedings.
- 8.2 Any sums already paid by the Customer, in addition to the arrears, will remain acquired or due to Borin Line as compensation, without prejudice to the claim for compensation for the greater damage suffered.

ART. 9 - WARRANTY

- 9.1 Borin Line grants the Customer a warranty on the goods covered by the contract for a period of 12 (twelve) months from the date of delivery/testing.
- 9.2 In execution of the guarantee provided, Borin Line will only be required to eliminate faults and defects, being expressly excluded for the Customer the right to request the termination of the contract, the reduction of the price or any other type of damage, direct or indirect, for contractual or non-contractual liability.
- 9.3 Borin Line will replace or repair the defective parts as soon as possible, to be established from time to time between the Parties, and will have the right to ask the Customer for the prompt return of the replaced parts.
- 9.4 The warranty does not extend to parts subject to normal wear and tear, nor to damage caused by incorrect or poor maintenance, by incorrect manoeuvres by the Customer, by the use of unsuitable consumables, by defective or neglected treatment, by excessive use of the devices, by damage or deterioration caused or aggravated by failure to interrupt the use of the goods in the presence of technical problems or changes in electrical voltage or processing temperature, or by any other cause not directly attributable to Borin Line. The warranty loses all effectiveness when equipment or devices or spare parts not supplied by Borin Line are installed on the goods supplied by Borin Line and when changes are made without the prior written consent of Borin Line and in any case in all cases of non-compliance with the provisions of the user manual and technical data sheets provided by Borin Line.
- 9.5 The warranty is subject, under penalty of forfeiture, to the complaint of the defect, communicated exclusively in writing by the Customer to the Contractor, within the terms indicated in the following article. The parties agree that complaints/disputes made verbally or by telephone, are not to be considered as a complaint of the defect and therefore unsuitable to interrupt the terms of forfeiture and prescription and of formal notice of Borin Line.
- 9.6 Warranty repairs will be carried out at the Borin Line site. The Customer must therefore send the goods to be repaired at this location. In the event that it is not possible to send the item to be repaired to the Borin Line headquarters or the Customer requests the intervention at its own plant, the Customer will be solely responsible for the costs of travel from the Borin Line headquarters to the Customer's plant, according to the rates published on its website. The repair activities carried out under warranty at the Customer's plant will be borne by Borin Line.

ART. 10 - DUTY OF INSPECTION AND ACCEPTANCE OF PRODUCTS

- 10.1 If the Customer finds defects and/or must notify the Contractor, under penalty of forfeiture, within 8 (eight) days of discovery.
- 10.2 In case of complaint of defects the Customer must comply with the following procedures and terms:
- under penalty of forfeiture, the complaint of the defect must be made in detail (with photographic attachment), exclusively in writing. The Parties agree that complaints/disputes made verbally or by telephone are not to be considered as a complaint of the defect and therefore unsuitable to interrupt the terms of limitation and forfeiture of the Borin Line;
 - the Customer agrees to make the disputed asset (or part of it) available for inspection;
- 10.3 No defect and/or discrepancy may be reported by the Customer if at the time of acceptance of the work the defects and/or discrepancies were known or knowable to him.
- 10.4 If the Customer arranges defects and/or discrepancies by third parties, i.e. other than Borin Line, he/she may not ask Borin Line to reimburse the expenses incurred for this activity, and in any case he/she will lose any right to the guarantee.
- 10.5 Upon acceptance of the Products, the Customer shall immediately:
- check the quantities and packaging of the Products and record any objection in the delivery note;
 - check the conformity of the Products with what is indicated in the order confirmation and record any discrepancies in the delivery note.
 - No complaints with reference to the quantity, quality, type and packaging of the Products may be made except by means of the communication affixed to the delivery note, in accordance with the above indicated procedure.
 - Any Product for which no dispute has been raised in accordance with the procedures and terms set out above shall be deemed approved and accepted by the Customer.

ART. 11 - LIABILITY

- 11.1 Any obligation to compensate for damage that may be ascertained by Borin Line will be limited to the value of the property covered by the contract and in any case excluded for the following items of damage:
- Loss of profits;
 - Loss of sales or turnover;
 - Loss or damage to reputation;
 - Loss of contracts;
 - Loss of customers
 - Loss of software/data or loss of use of software and/or data;
 - Loss of use of any computer or other equipment or facilities;
 - Loss related to company management costs or staff time;
 - Losses or liabilities relating to other contracts;
 - Indirect loss or damage.
- For the purposes of this clause the term "loss" includes both partial and complete and total loss.
- 11.2 The parties acknowledge that the limitations of liability provided for in this clause have been largely negotiated between the Parties and considered by them to be fully operative in all circumstances.
- 11.3 Notwithstanding the foregoing, Borin Line shall make no warranties other than the description, quality, completeness or conformity for any particular use or purpose of the goods and services provided hereunder.
- 11.4 The Parties agree that the Seller shall not be liable in case of non-substantial differences between the Product received and the images/text descriptions published on the website www.borinline.it

ART. 12 - TECHNICAL ARCHITECT CONSULTANCY

- 12.1 In the event that Borin Line also installs the Products, the general terms and conditions of Borin Line s.r.l. will apply for the part relating to this activity.

ART. 13 - DATA PROCESSING

- 13.1 The General Data Protection Regulation no. 679 of 27 April 2016 (hereinafter Reg (EU) 679/2016 or GDPR) aims to ensure that the processing of personal data takes place in compliance with the rights, fundamental freedoms and dignity of the data subject, i.e. natural or legal persons as well as entities and associations to which the personal data refer, with particular reference to confidentiality, personal identity and the right to the protection of personal data. In order to establish contractual relationships with you, to fulfill and/or demand the fulfillment of the obligations deriving from them as well as to fulfill the consequent legal obligations Borin Line s.r.l. you must necessarily collect and process your data qualified as personal, pursuant to art. 4, no. 1 of the GDPR. Pursuant to art. 13 of Reg (EU) 679/2016, we therefore inform you of the following: 1) Personal data processed. The processing will or may concern the

following categories of personal data: identification, personal data, telephone, commercial, administrative, banking, tax and any other data strictly necessary in relation to each of the purposes indicated in point 2) below. 2.) Purpose and duration of processing. Compulsory or optional nature of data provision and consequences of any refusal. The personal data referred to in point 1) above will be processed exclusively for the purpose of establishing the aforementioned contractual relationships, fulfilling and/or demanding the fulfillment of the obligations deriving from them as well as fulfilling the consequent legal obligations.

The provision of personal data referred to in point 1) above is always optional, but any refusal to provide and/or subsequently process personal data strictly necessary for the aforementioned purposes could make it impossible to establish and/or execute the aforementioned contractual relationships. Subject to the acquisition of your express consent, the personal data referred to in point 1) above may also be processed for the following further specific purposes: a) to promote commercial relations by sending advertising/information/promotional material, updates on initiatives and offers aimed at Customers, information and commercial promotions; b) to carry out market research and economic and statistical analysis. Such activities may concern products and services of Borin Line s.r.l. and may be carried out by Borin Line s.r.l. itself and/or by third parties, also by means of an automated calling system, without the intervention of an operator, mail, including electronic mail, telefax and MMS (Multimedia Message Service) and SMS (Short Message Service). The duration of the processing will be strictly related to the above-mentioned purposes.

Rights of the data subject. With regard to the personal data referred to above, you may exercise the rights provided for in Article 15 et seq. of Regulation (EU) 679/2016.

The data controller of the aforementioned personal data is Borin Line s.r.l. The updated list of persons designated as data processors will be conveniently available at the registered office of the company, where any updates to this policy will also be immediately available.

ART. 14 – APPLICABLE LAW AND JURISDICTION

14.1 This Agreement is subject to Italian law.

14.2 The parties expressly agree that for any dispute and action arising from this contract, the Court of Verona is exclusively and irrevocably competent.

ART. 15 - VARIATION OF TERMS

15.1 Borin Line reserves the right to modify the Site and these GCS at any time to offer new products/services, or to comply with legal provisions or regulations. The Customer shall be subject to the policies and terms of the GCS from time to time in force at the time of the conclusion of a sales contract with Borin Line.