**GENERAL TERMS AND CONDITIONS OF SALE**

**ART. 1 - CONTRACTUAL REGULATIONS**

These general terms and conditions, without prejudice to any amendments or departures agreed in writing, discipline all the orders of the purchaser relating to the products (or goods) offered by 41zero42, unless otherwise stated in the order or in any other documentation originating from the purchaser, except in the case of the prior written consent of 41zero42. The information included in 41zero42’s illustrative documents, as well as the characteristics of the samples and the models sent, are approximate indications. This information does not bind or exclude the text already expressly mentioned as such in the offer or in the written confirmation of 41zero42.

**ART. 2 - ORDERS**

The orders in any event addressed to 41zero42 are binding for the latter only after their possible written approval, in any event being the unambiguous refusal of the order without charge fees. The order must be accompanied by the amount indicated in the estimate or invoice. The order will be considered as written if it is accompanied by a copy of the order or if it is sent to the email address of 41zero42 which is, in part, different from the order, will be binding for the purchaser who has not disputed the difference by means of registered letters with advice of receipt, or also via certified e-mail, within 5 days of its receipt. In the event that the order is only made verbally, all the conditions indicated in this agreement are understood to be accepted by the purchaser, without reservation, with the commencement of the deliveries. The claim is unfounded, the purchaser will be obliged to compensate 41zero42 for all the costs incurred by the checking and handling of the written authorisation of the return transaction, thus any termination of the agreement and any damage compensation being absolutely waived and the type of material will have to be sent to 41zero42 by means of registered letter with advice of receipt, also by means of certified e-mail, or via fax message. The purchaser undertakes to be held responsible for collection and payment of the goods, if different from those indicated in the order confirmation. In the absence of said communication, the destination originally indicated is understood to be confirmed.

**ART. 3 - SAMPLES AND PROMOTIONAL MATERIALS**

The information included in 41zero42’s illustrative documents, as well as the characteristics of the samples and the models sent, are approximate indications. This information does not bind or exclude the text already expressly mentioned as such in the offer or in the written confirmation of 41zero42.

**ART. 4 - DELIVERY**

Unless agreed otherwise in writing, the delivery of the goods is always understood to be Ex Works [of the seller] in accordance with the Incoterms and having taken place at the time of complete loading case of the 41zero42 warehouses in Italy. Any transportation risk, including defects, breakages, deterioration or tampering, is the responsibility of the purchaser even if the price will be agreed CIF, DAP or DDP. Any agreements with shipping agents are always understood to be made in the name or on behalf of the purchaser, who from this point on accepts and accepts the actions of 41zero42. The delivery terms are approximate: any delays in the deliveries, interruptions, total or partial suspension of the sales will not provide the right to damage compensation or indemnification. It is in any event understood that any Force Majeure events do not affect the deadline for the entire duration of said event. The purchaser undertakes to collect the goods or to accept the delivery just as soon as they are informed that the same are ready and, in any event within 60 days of the data of communication that the goods are ready. In the event of failure to collect, the goods will be considered to be cancelled, the order will be considered as cancelled, the delivery will be considered to have been already received, by way of penalty. Any guarantee, liability or risk to the change of 41zero42 in relation to the goods on hand for the above-mentioned period is expressly excluded. The acceptance, without expenses reservation, by the purchaser of products not compliant in terms of type or quantity, at condition of those contained in the request made by said purchaser, implies acceptance, by the latter, of the delivery and the conditions proposed by the seller. The above-mentioned reservations (even if formulated under the form of specifications or adjustments of the supply conditions) are expressly excluded by the purchase order and all its due. The time limit for the acceptance of the goods is 8 days from the receipt of the goods. The Intra-community regulation agreed upon between the parties entrusts the purchaser to make the goods within 8 days of the date of delivery in Italy of said goods; within 90 days of the date of delivery in Italy of said goods, the goods will be considered as already delivered to the purchaser. The price of the goods will be that envisaged on the price list in force as and when, at the time of the order confirmation or, if the goods are not listed, as agreed between the parties. Also after the order confirmation and up until the moment of delivery of the goods, it will be the facility of 41zero42 to arrange price changes due to increases in the cost of raw materials, labour, fuel and other production costs. In this event, the purchaser may withdraw from the order by means of written communication, to be sent via registered mail with advice of receipt, also by means of certified e-mail, within 30 days of the receipt of the communication of 41zero42 containing specifications on the extent of the increase.

**ART. 5 - PRICE**

The payment will have to be made, unless agreed otherwise in writing, case of the headquarter of the seller or case of the bank indicated by the seller. Any payments made to agents, representatives or sales staff of the seller, if authorised in writing by 41zero42, will release the purchaser only in the effective amount of said sum by 41zero42. Any delay in irregularity in the payment gives the seller the right to suspend the deliveries or terminate the agreements outstanding, even if not relating to the payments in question, as well as the right to compensation of any damages. The seller in any event has the right - ex from the expiry of the payment, without the need for placement in default - to the default interest of the amount due up to the date of payment. The determination and exercise of the right to suspended deliveries will be made with the intervention of the courts of the seller and in and out-of-court. In no event may the purchaser delay or suspend the payments, irrespective of any claim and/or complaint made. In case of delay in payment, total or partial of an earlier, 41zero42 will have the right to suspend further deliveries, even if related to other contracts, and to undertake other actions that it deems appropriate to ensure full payment of all the owed material, or the issuing of an insurable guarantee. Any claim or dispute irrelevant to the quality of the goods, to faults or defects, or to any other aspect of the agreement, will be effective and may be taken into consideration, and no action can be instigated until after the full payment of the price [value added tax clause].

**ART. 6 - TITLE**

The sale of the goods is understood to have the title of title clause; therefore, in the event that the payment, due to contractual agreements, must be made, in full or in part after the delivery, the goods delivered remain the property of 41zero42 until full payment of the price.

**ART. 7 - CAUSES OF FORCE MAJEURE AND EXCUSELESS OBERDUES**

41zero42 may suspend the execution of the agreement, or withdraw, if the fulfillment is objectively impossible or excessively onerous, due to force majeure. In case of excusing force majeure the 41zero2 may suspend the remaining obligations but is not responsible for the non-verification of the suspension. The suspension or cancellation of the contract requires previous notification to the customer, in a maximum term of three working days after the notification of the force majeure to the customer. The satisfaction of the obligation is within 90 days of the date of delivery in Italy of said goods; within 90 days of the date of delivery in Italy of said goods, the goods will be considered as already delivered to the purchaser. The price of the goods will be that envisaged on the price list in force as and when, at the time of the order confirmation or, if the goods are not listed, as agreed between the parties. Also after the order confirmation and up until the moment of delivery of the goods, it will be the facility of 41zero42 to arrange price changes due to increases in the cost of raw materials, labour, fuel and other production costs. In this event, the purchaser may withdraw from the order by means of written communication, to be sent via registered mail with advice of receipt, also by means of certified e-mail, within 30 days of the receipt of the communication of 41zero2 containing specifications on the extent of the increase.

**ART. 8 - TRANSMISSION OF THE AGREEMENT**

The purchaser cannot transfer the agreement, even in individual mandatory dealings deriving from the same, without the written acceptance of 41zero42; even in this event, the purchaser remains jointly and severally responsible with the assignee for the obligations transferred.

**ART. 9 - REPRESENTATION, IMPRINTS, DUALS CLAUSES**

With the exception of the specific terms and conditions, only the Italian version of the same is valid. Any enclosures or recitals are understood to be an integral part of the agreements to which they refer. Reference to price lists, general terms and conditions or other manuals of the seller, must be considered as fully integrated into the agreement, and have the same validity of the agreements contained in the price list and the conditions, without prejudice to the matters envisaged above under Article 2, any amendment or addition made by the parties to the agreements to which these general terms and conditions apply will have to be made in writing, under penalty of nullity. The departure from one or more provisions of these general terms and conditions must not be interpreted extensively or by analogy and does not imply the desire to apply again the provisions of the agreement for the purposes of the parties. Any changes to the contractual conditions agreed between the parties do not prejudice the application of the rules of the law in force. The provisions of the contract will be considered as fulfilled if the contract of the purchase will be confirmed, made in writing. In violation of applicable or ineffective contractual provisions, the agreement in its entirety must be supplemented so as to achieve, in compliance with the law, the essential purpose pursued by the agreement containing the clauses in question.

**ART. 12 - DISCLAIMER**

The goods are sold to the purchaser as is. No warranty is granted, written or implied, with respect to the defects or hidden faults, and so the contract will be executed in accordance with the current Italian law. In the absence of any communication, the destination originally indicated is understood to be confirmed. The purchaser cannot transfer the agreement, even in individual mandatory dealings deriving from the same, without the written acceptance of 41zero2; even in this event, the purchaser remains jointly and severally responsible with the assignee for the obligations transferred.

**ART. 13 - JURISDICTION.**

This agreement is disciplined by Italian law, including trial related. With regard to any dispute or occurring on any event associated with the agreements to which these general terms and conditions apply, jurisdiction is assigned exclusively to the Italian courts and the court of the seller is exclusively responsible, with the exclusion of any other court and/or jurisdiction.

**ART. 14 - IMPROPER SPECIFICATION AND SELECTIVE DISTRIBUTION - LIMITS TO RECALL**

The entrance of these general terms and conditions does not grant, in any way, the purchaser the right to use the 41zero2 trademarks and/or other indications that are used in any way in any way, their possible use will have to be protected in accordance with the law in force and expressly disciplined by means of separate deed. The supplies of the goods received from 41zero2 and from its authorised selected sales outlets are intended for installation and use in products intended or intended to be converted into products other than the end users is not permitted, unless authorised in advance by 41zero2. The resale of the goods in violation of this restriction must therefore be considered not to be permitted and on the same footing as the unlawful use of the industrial and intellectual property of 41zero2, with the right of the same to request alternative sanctions. In any event, it is understood that 41zero2 reserves itself the right to take steps before the courts vis-a-vis whom is involved in unauthorised rectifications.

**ART. 16 - SUMMARY NOTICE**

Pursuant to article 13 of Regulation 2016/679/UE, we wish to inform you that your data are entered in both electronic and paper databases and are processed using automatic tools, paper and/or electronic media, for the purposes of the agreements concluded with the parties and the information collected will be kept for the data protection act and the purpose indicated for which it was processed, unless it is contrary to the protection of personal data. The data controller is 41zero2, who can be contacted at the address www.41zero2.it, or by email at info@41zero2.it.