

## **GENERAL SALES CONDITIONS P.F.B. srl**

### **PREMISE**

The supplies of our company will be exclusively regulated by the following general conditions of sale. Any clause or condition established by the Customer is null and void in relation to our Company when it is in contrast with any of the conditions listed below:

### **1) PRICES**

Prices are those practiced on the date of acceptance of the order. If during the course of the supply increases in materials, labor or other cost elements occur, the Company remains entitled to adjust the prices starting from the dates on which these increases occurred. All quotations are to be intended free factory or free warehouse of our Company, excluding packaging.

### **2) DELIVERY**

Delivery is understood to have taken place when the products are made available to the Customer at our Company's factories or warehouses or with the remittance to the carrier or forwarding agent. If the Customer has not given instructions regarding the shipment of the products or has not promptly collected them or in the case of impossibility of carrying out the shipment, the products themselves can be stored at the choice of our Company in its Warehouses, or contact details, at the risk and expense of the Customer and without responsibility of our Company for their conservation.

### **3) DELIVERY TERMS**

It is understood that the delivery terms indicated by our Company in any case, while being respected as far as possible, are always and only informative and that our Company assumes no responsibility for damages deriving from delivery delays. Without being in any way obliged to pay any indemnity, our Company reserves the right both to extend the delivery deadline and to terminate the contract in the following cases:

- a) circumstances of force majeure such as total or partial strikes, lack or insufficiency of motive energy, fire, in the factories of our Company or in those of its suppliers and any other event not dependent on cause attributable to our Company or its suppliers;
- b) insufficiency, inaccuracies or delays by the Customer in the transmission of the indications necessary for the execution of the order;
- c) any changes accepted by our Company after receipt of the order;
- d) difficulties in the supply of raw materials;
- e) Customer's default on payment conditions.

The foregoing, without prejudice to our Company's right to compensation for damages suffered in the cases indicated under b) and sub e).

### **4) SHIPMENTS AND REPORTING OF DEFECTS**

Shipments are always understood to be carried out on behalf of the Customer and at his own risk even when the care and cost of transport or shipment are borne by our Company. Complaints for any tampering or shortages of the products must therefore always be presented by the Customer to the carrier. In the absence of instructions from the Customer, our Company declines any and all responsibility for both the choice of means of transport and the rates applied by carriers and shippers. Unless expressly agreed otherwise, all transport costs from the factories of our company are charged to the customer. If it is agreed that the transport costs are even only partially borne by our Company, the cheapest means of transport can be used and, if a different means is prescribed, the greater costs will be borne exclusively by the Customer.

### **5) PACKING**

The cost of the packaging will be charged on the invoice.

### **6) PAYMENTS**

Payments must be made to the domicile of our Company as indicated in the invoices, unless otherwise agreed. Any payment made in a place and way different from that agreed, will not be considered valid by our Company. Once the established payment deadline has elapsed, without prejudice to the right to demand payment, our Company will count the default interest on its credit to the extent of the PRIME RATE ABI in force, increased by 5 points, without the need for any prior formal notice. Our Company may also suspend the manufacture and delivery of the products still in order or undoubtedly cancel the remainder of the order, giving notice to the Customer, who will not be entitled to compensation of any kind, except for any other law of our Company. Any dispute relating to products in progress or ready to be shipped or already shipped or in the possession of the Customer, does not release this from the obligation to collect the entire quantity ordered, and in any case from making the payment at the established deadline.

### **7) SPECIFICATIONS AND DRAWINGS**

Every effort will be made to ensure that descriptions, drawings and other information in correspondence, catalogs, etc. are accurate, but our Company will not take any responsibility for any inaccuracies that may exist in these documents.

### **8) CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

Our Company will process the personal data possibly provided by the Customer / Principal exclusively for the execution of the contract (art.6 par. 1 letter b, Reg. 679/16 EU), as well as for the fulfillment of administrative, accounting, tax and legal provisions to which our Company is subject (art. 6 par. 1 letter c, Reg. 679/16 EU), without prejudice to further processing for which the interested party has issued a specific consent (art. 6 par. 1 letter a, Reg. 679/16 EU). In the specific "Privacy Policy" section located at the bottom of the home page of our website [www.pfb.it](http://www.pfb.it), the complete privacy policy adopted by the Company is available, also including an indication of the rights exercisable by the interested parties. For any further information relating to the processing of personal data, it is possible to contact the Company via the address [privacy@pfb.it](mailto:privacy@pfb.it)

### **9) COMPLAINTS**

The customer must communicate in writing the apparent and easily recognizable defects and defects of the products within eight days of receipt and those hidden within eight days of their discovery. The complaint can never give rise to the cancellation or reduction of orders by the Customer, let alone the payment of compensation of any kind by our Company. The contested products must be sent back free of charge to our company. The responsibilities of our Company for damages deriving to anyone from accidents of any nature caused by our defective products, will only be those that will derive them by law.

### **10) VALIDITY AND DEROGATIONS**

These General Conditions of Sale cancel or replace any previous edition of the same. Any exceptions to these General Conditions of Sale will be valid only if specifically confirmed and accepted in writing by our Company.

### **11) ELECTION OF DOMICILE**

The Customer's domicile is elected at the headquarters of the same, which in the absence of different written communication means that resulting at the time of sending the Purchase Order. At this domicile elected by the Customer, our Company will be able to make all its communications, as well as to perform the notification of all deeds, including executive ones.

### **12) DISPUTES**

For any controversy the Court of Modena will have exclusive jurisdiction.

### **13) APPLICABLE LAW**

Italian law will apply to these General Conditions of Sale.