

## **GENERAL SALE CONDITIONS.**

### **Art.1 - General information and applicable law.**

1.1 This attached section regulates the conditions of sale by GPEM S.r.l. to its customers with respect to the products and services indicated in the commercial offer to which these conditions are attached.

1.2 All the prices indicated in the offer, expressed in Euros, are VAT excluded, except where explicitly indicated.

1.3 All products included in the offer are supplied with the relative guarantee provided by the manufacturer and by GPEM, valid for 12 months from the date of shipment, unless otherwise specifically indicated.

1.4 In any case, and in particular in the event that the Buyer is a foreign (non-Italian) company and/or professional, pursuant to the Rome I Regulation (593/2008/EC) on private international law, which governs identification of the laws applicable to civil and commercial contractual obligations and art. 57, Law 31 May 1995, n. 218, it is understood that where there are elements of internationality, for the execution, the fulfillment / non-fulfillment, the resolution and in any case for any event relating to this contract, none excluded, the Italian law will apply exclusively and as provided in this agreement. In case of translation of this contract into a language other than Italian, the official language for the interpretation of the contractual clauses will be the Italian language.

1.5 The eventual sending of the purchased goods by carrier determines the application of the rules for the protection of the buyer that govern distance sales between professionals.

1.6 This contract is stipulated between professionals and/or entrepreneurs and the applicability of the consumer protection regulations is therefore excluded.

### **Art. 2 - Methods of purchase and retention of title.**

2.1 Purchases can be made by:

-sending a specific purchase order via email to [amministrazione@gpem.net](mailto:amministrazione@gpem.net), or via certified email to [gpem@pec.it](mailto:gpem@pec.it), followed by explicit Order Acceptance by GPEM;

-and/or by acceptance of our offer, previously formulated, duly countersigned by the customer and always sent by email to the addresses indicated above, specifying the billing and shipping addresses, VAT number and/or tax code.

2.2 Purchases for which it is established between the Parties that payment is made in more than one solution will be considered a sale with retention of ownership pursuant to and for the purposes of art. 1523 of the Civil Code, with the consequence that the buyer becomes the owner of the goods being sold only after the payment of the last installment, however, taking on all the risks and charges deriving from the sale from the moment of delivery of the goods. The retention of ownership on the goods sold must result from the offer and acceptance referred to in the previous art. 1 as well as the tax documents issued by GPEM.

### **Art. 3 - Terms of payment.**

3.1 The price of the goods and/or services purchased are indicated in the Offer.

3.2 The payment method accepted is bank transfer to the following bank account:

**Banco BPM S.p.a. Ag. 9**  
**Via Indipendenza, 57 - Bologna - 40121**  
**IBAN: IT 46 Z 05034 02421 000 000 000 621**  
**BIC/SWIFT: BAPPIT21M60**

3.3 payment must be made within the terms indicated in the invoice or proforma invoice by GPEM, unless otherwise explicitly indicated in writing.

3.4 Late payments will be subject to interest on arrears established by Legislative Decree 231/2002.

3.5 Where the partial payment of the supply is agreed, with consequent application of the provisions of the previous art. 2.2, the failure of the

buyer to settle the amount due will allow GPEM to withdraw from the contract, demand the return of goods and/or services already provided, withhold as a penalty what has already been paid by the buyer and, possibly, request compensation of the damages.

### **Art. 4 - Delivery time.**

4.1 The delivery times of the goods and/or services purchased are indicated in the commercial offer accepted by the Customer. These terms, however, should not be considered peremptory or binding for GPEM, although the Seller will undertake all efforts to deliver within the delivery times indicated.

4.2 The Seller reserves the right to make partial deliveries, where this is useful to the customer.

4.3 With respect to the delivery of goods and/or services to be purchased, without prejudice to the provisions of art. 4.1, GPEM cannot be held responsible for failure or delay in delivery due to force majeure or other unforeseeable events not attributable to the Seller, including, without limitation, strikes, lockouts, provisions of the public administration, subsequent blocks of the possibility of export or import.

### **Art. 5 - Warranty.**

5.1 In light of the legal nature of the parties, the seller is required to provide the buyer with the warranty established by articles from 1490 to 1495 of the civil code, therefore, the warranty offered is valid for 12 months from the delivery of the goods and/or services covered by this contract.

5.2 During the validity of the warranty, as explained in the previous art.

5.1., in the event of a complaint of defect by the buyer within the terms of the law, GPEM will, where possible, remedy the defect by repairing/replacing it in the shortest possible time, compatibly with the return and shipping times of the product or products. The customer must send the product to Gpem S.r.l. Via Eduardo Traverso 61R, 16146 Genova (GE), Italy

5.3 In the event that, for any reason, GPEM is unable to return a product under warranty (restored or replaced) to its customer, it may proceed at its sole discretion to replacing it with a product with equal or superior specifications and/or functionality

5.4 In any eventuality, direct or indirect damages cannot be requested for failure to use the equipment for the entire period of cessation of operation of the goods due to damage or discrepancy.

5.5 It is the Customer's responsibility to read and be informed of the Assistance methods in force at the time of the use of the Warranty Assistance by the manufacturer who is different from GPEM.

5.6 GPEM assumes no responsibility for direct and indirect damages that may derive from the use, even if improper, of the product by the customer.

5.7 GPEM guarantees the integrity and validity of the products offered in the catalog, on the basis of quality controls carried out by the manufacturer or by GPEM itself.

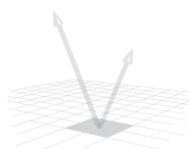
5.8 Unless otherwise indicated on the package, the warranty always excludes materials subject to wear due to use or exhaustion, and more specifically: rechargeable and non-rechargeable batteries, cables, sensors, markers and in any case any component that is subject to natural wear due to use.

5.9 The address for submitting complaints is the following:

**Gpem S.r.l.**  
**Via Eduardo Traverso 61R**  
**16146, Genova (GE); Italy**  
**Tel: +39 393 980 6454**  
**Fax: +39 051 082 1141**  
**VAT / CF: 03216821201**

5.10 To take advantage of the guarantee, the buyer must send by e-mail, certified e-mail or registered A/R letter, the description of the alleged defect also using the Return Material Authorisation (RMA) form (available upon request).

**GPEM Srl**  
P.I e C.F.: 03216821201  
Tel: +39 393 980 6454  
Fax: +39 051 082 1141  
[info@gpem.net](mailto:info@gpem.net)  
[www.gpem.net](http://www.gpem.net)



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Loreto Aprutino (PE) 65014

**Sedi Operative:**

**Alghero:** c/o Porto Conte Ricerche  
S.P. 55 Porto Conte – Capo Caccia Km 8,4  
Alghero (SS) 07041

**Genova:** Via Eduardo Traverso 61R  
Genova (GE) 16146

5.11 If GPEM confirms the defect declared by the buyer, and fails to remedy it remotely, it will send the buyer by e-mail all the information for packaging and shipping the goods to the seller.

5.12 If the defect reported by the Seller and/or the Manufacturer (other than GPEM) is recognized, the good will be repaired or, in the event that the repair is not possible, replaced with an equal, equivalent or higher one according to the judgment of GPEM, within 30 days following the arrival of the product at the site (except for delays due to the procedures possibly requested by the Manufacturer).

5.13 In case of difficulty in finding the product, GPEM reserves the right to terminate the sales contract and issue a Credit Note in favor of the buyer, and reimburse the buyer of the current market price of the product, taking into consideration of the state of use.

5.14 All shipments of products will be rejected at the Sender's expenses if:

- received at our office in cash on delivery costs, which are not accepted according to the Warranty text;
- not including original packaging, accessories and manuals;
- received with unsuitable or inadequate external packaging and therefore damaged during transport.

The Warranty does not cover damage due to non-use of the original packaging and adequate external protective safety packaging not authorized by GPEM.

5.15 In any case, the guarantee does not apply if the product received by GPEM is in any way tampered with, or with the identification labels of the serial number or part number removed or damaged.

#### Art. 6 - Confidentiality.

6.1 All information contained in this contract, which pertains to the business model, partners, products to be sold and financial data, must be considered private and confidential, regardless of their form, method of communication or support where they are contained.

6.2 The parties therefore undertake to:

(I) use confidential information exclusively for the execution of this contract;

(II) to protect the confidentiality of information, keeping its content secret, by prohibiting its publication and/or disclosure to third parties; prohibition of copying, scanning, archiving of information unless adopting appropriate technical and organizational measures to guarantee the secrecy of confidential information; ensuring that third parties, who have knowledge of it for the performance of the tasks assigned to them, abide to the constraints established by this article.

6.3 The buyer will be liable towards GPEM for the violation of the provisions of this article by both himself and his employees and / or collaborators who have knowledge of the confidential information in the performance of their duties and corporate duties.

#### Art.7 – Disputes

7.1 For any dispute arising from the interpretation, execution, termination of this contract, none excluded, the Italian jurisdiction will apply and the Court of Pescara will have exclusive jurisdiction with the exclusion of any other forum even if competing and / or alternative.

**By sending a purchase order and/or by accepting of our offer duly countersigned, the Customer expressly declares that he/she has understood and explicitly accepts the provisions of this general sales conditions and in particular the following clauses: 1.4 (applicable law); 2.2 (Retention of title in favor of the seller); 3.5 (missed payment of the price); 4.1 (delivery terms); 4.3 (seller liability limitation); Art. 5 (guarantee); Art. 6 (Confidentiality); 7.1 (Jurisdiction).**

#### PRIVACY INFORMATION MODEL - Information pursuant to and for the purposes of art. 13, Legislative Decree 30 June 2003, n. 196 (Code regarding the protection of personal data)

We wish to inform you that the Legislative Decree n. 196 of 30 June 2003 ("Code regarding the protection of personal data") as amended by D.L. 101/2018 implementing the European Regulation 2016/679 "GDPR" provides for the protection of persons and other subjects regarding the processing of personal data.

According to the indicated legislation, this treatment will be based on principles of correctness, lawfulness and transparency and the protection of your privacy and your rights.

Pursuant to Article 13 of Legislative Decree 196/2003, therefore, we provide you with the following information:

#### Purpose of the processing for which the data are intended

1. The data collected are aimed at carrying out the following services: SALES, TECHNICAL-COMMERCIAL ASSISTANCE and MARKETING

All the data communicated by the interested parties are processed exclusively for obligations related to the professional's economic activity, in particular: a) for inclusion in the personal data in the computer databases; b) for the elaboration of internal statistics; c) to draw up technical reports on services requested by customers and / or potential; d) for the issue of transport documents, invoices and credit notes; e) for the issue of quotes and offers to active and / or potential customers; f) to issue requests for offers to active and / or potential suppliers; g) for legal advice; h) for legal defense; i) to meet the obligations established by law, regulations, community legislation, civil and tax laws.

For the purposes of the indicated processing, the owner may become aware of data defined as "sensitive" pursuant to Legislative Decree no. 196/2003, such as those suitable for revealing racial or ethnic origin, religious, philosophical or other beliefs, political opinions, membership of parties, trade unions, associations or organizations of a religious, philosophical, political or trade union nature, the state of health and sexual life, offenses and criminal convictions.

#### Nature of the provision of data and consequences of any refusal to respond

2. The processing will be carried out with manual and automated systems designed to store, manage and transmit the data, with logic strictly related to the purposes themselves, based on the data in our possession and with the commitment on your part to communicate us promptly any corrections, additions and / or updates.

3. As part of the processing described, knowledge and storage of information relating to personal data, tax code, VAT number, accounting data is required. Any non-communication, or in any case incorrect, of one of the information indicated has the following consequences:

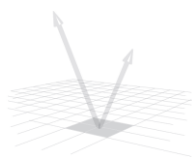
- The inability of the owner to guarantee the adequacy of the processing itself to the contractual agreements for which it is performed;
- The possible mismatch of the results of the processing itself with the obligations imposed by the fiscal, administrative or labor legislation to which it is addressed.

*The provision of personal data by subjects who intend to open a commercial relationship with our company, even if purely informative about our activities / services, is to be considered optional, but their failure to provide it could result in the failure to continue the relationship, its correct development and any legal obligations, including tax. The data are stored at the operational headquarters of our company, for the time prescribed by civil and fiscal regulations.*

#### Scope of communication and dissemination of data

4. Your non-sensitive data may be disclosed in order to allow the fulfillment of contractual or legal obligations:

- to all subjects whose right of access to such data is recognized by virtue of regulatory provisions;



- to our collaborators, employees, agents and suppliers, in the context of their duties and / or any contractual obligations with them, relating to commercial relations with the interested parties;  
- to factoring companies, credit recovery companies, credit insurance companies;  
- to post offices, shippers and couriers for sending documentation and / or material;  
- to all those natural and / or legal persons, public and / or private (legal, administrative and tax consultancy firms, labor consultancy firms for the compilation of pay slips, Judicial Offices, Chambers of Commerce, Chambers and Labor Offices , etc.), when the communication is necessary or functional to the performance of our business and in the manner and for the purposes illustrated above;  
- to banking institutions for the management of collections and payments deriving from the execution of contracts;  
To the office of Dr. Davide Colarossi, located in Via Remartello 49F, 65014, LORETO APRUTINO (PE), ITALY, studio that takes care of the keeping of our accounts.  
Your sensitive data may be disclosed in order to allow the fulfillment of contractual or legal obligations:  
• To Public and Private Bodies, also following inspections or verifications (such as Revenue Agency Offices, Tax Police Bodies, Judicial Authorities, Labor Inspectorate, ASL, Social Security Bodies, ENASARCO, Chambers of Commerce, INAIL, Offices of Customs) for the sole purpose of allowing the performance of the assignment entrusted to us.

#### Identification details of the owner and manager

5. The data controller is the company GPEM S.r.l. tax code 03216821201  
6. The person in charge of the treatment is Mr. PAOLINI GABRIELE, Sole Director of GPEM Srl

#### Personal Data Retention Period

7. The personal data provided will be retained for the period strictly necessary to achieve the purposes for which they were collected, in accordance with the storage limitation principle set out in Article 5(1)(e) of Regulation (EU) 2016/679 ("GDPR") and applicable national laws. In particular:

Identification, contact, and contractual data (such as name, surname, company, email, telephone, tax information, etc.): will be retained for 10 years from the end of the contractual relationship or the last significant interaction, in compliance with civil, accounting, and tax obligations under the Civil Code and tax laws (Art. 2220 of the Civil Code and tax regulations).  
Data required for quote management (requests, offers, preliminary correspondence): will be retained for 10 years from the date the quote is sent, even if no contract is subsequently concluded, for legal protection and evidentiary purposes.

Data processed for marketing purposes (sending commercial communications, newsletters, promotional offers): will be retained until the data subject withdraws consent and, in any case, for no longer than 24 months from the time consent was given.

Data related to disputes or claims: in case of legal disputes, personal data necessary for defense will be retained until the final resolution of the dispute and, in any case, no longer than the limitation period provided by applicable law (maximum of 10 years pursuant to Art. 2946 of the Civil Code).

Technical browsing data and access logs (if applicable to online systems): will be retained for a maximum of 12 months for IT security and abuse prevention purposes.

Once the above retention period has expired, personal data will be deleted or irreversibly anonymized, unless otherwise provided by law.

#### Rights of the interested party.

Art. 7 of the Code and art. 15 and ss. of the "GDPR" give the interested party the exercise of specific rights, including that of obtaining from the owner confirmation of the existence or otherwise of their personal data and their making available in an intelligible form; the interested party has the right to know the origin of the data, the purpose and methods of processing, the logic applied to the processing, the identity of the owner and the

subjects to whom the data may be communicated; the interested party also has the right to obtain, upon request, the updating, rectification and integration of data, cancellation, transformation into anonymous form or blocking of data processed in violation of the law;

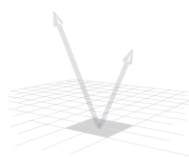
The interested party also has the right to object at any time, for reasons connected to his particular situation, to the processing of personal data concerning him pursuant to article 6, paragraph 1, letters e) or f), including profiling on the basis of these provisions. The data controller refrains from further processing personal data unless he demonstrates the existence of compelling legitimate reasons for proceeding with the processing that prevail over the interests, rights and freedoms of the data subject or for ascertaining, exercising or the defense of a right in court.

It should be noted that also for the purposes of anti-money laundering legislation, the data relating to the services falling within the aforementioned legislative framework will be kept for ten years from the completion of the service.

The undersigned concerned, with the signature affixed to this confirmation that he has been previously informed by the owner about:

- The purposes and methods of the processing for which the data are intended;
- The mandatory or optional nature of providing the data;
- The consequences of any refusal to respond;
- The subjects or categories of subjects to whom the personal data may be communicated or who can learn about them as managers or agents, and the scope of dissemination of the data;
- The rights referred to in art. 7 of Legislative Decree n. 196/2003, as well as art. 15 et seq. Of the European Regulation 2016/679;
- The identity of the owner and manager.

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