

Terms and Conditions – Privacy

Art. 1: object of the purchase order and reserve. The purchase of the goods listed on the present purchase order to Your Company Grimet S.r.l., tax code and VAT number IT-04058570237, is irrevocably confirmed. The order is immediately binding for the buyer.

Art. 2: price. The price is indicated on the frontside of the present purchase order. The buyer declares himself to be from now on debtor of the given price.

Art. 3: payment terms. The price must be paid within the peremptory and essential due date and following the payment method, both as indicated in the present purchase order. In case of expiration of the due date, the buyer will be immediately overdue, without any further formal notice or any written payment request. Also, from the due date on, default interests shall be added as provided by the law. The effected payment will be proved only through a written document and/or receipt.

Art. 4: delivery of goods. The date established for the delivery of goods is a mere and approximate indication and could undergo a 30-day delay. Therefore, the buyer accepts that the delivery could approximately happen also during the month after the delivery date and through a splitting of the original delivery into partial ones. The delivery will be considered duly executed in the moment the goods will be delivered to the carrier. It shall be excluded any kind of responsibility by the seller for deferred and/or omitted material delivery, reasons attributable to the initial supplier, material unavailability, transport interruption, strikes, wars, earthquakes, industrial actions and any other unforeseeable event, and anyways for any other reason outside the control of the seller. In case of a partial unavailability of the goods, the purchase order stays automatically effective and binding in relation to the residual/available ordered goods.

Art. 5: shipping and taxes. Shipping costs, hazards and risks shall be carried by the buyer, also in cases of free port shipping and/or shipping through the seller. Taxes and duties of the purchased material shall be on the buyer's charge.

Art. 6: prohibition of cancellation/termination/revocation/refusal and penalty. The buyer shall never and for any reason, neither partially, refuse the goods delivery and/or revoke and/or terminate and/or withdraw and/or cancel the present order/contract. Otherwise, the buyer will be considered defaulting and shall immediately pay to the seller a penalty in the amount of 100% of the total price of the material of which the order has been cancelled/terminated/revoked/refused, and the buyer from now on declares himself to be debtor of that amount according to art. 642, c. II. of the Italian Code of Procedure. In case the material has already been delivered to the carrier or has already arrived to its destination and has been refused, in addition to the mentioned penalty the buyer shall also refund the seller for the shipping costs and eventually for the storage costs and/or compensate the seller for the greater damage suffered. In case Grimet S.r.l. receives deposits for cancelled or refused material, Grimet S.r.l. from now on shall be authorized to withhold and collect the deposits as payment (eventually also as a partial payment) of the contractually provided penalty, except for the right to take action in order to obtain the owned difference.

Art. 7: reduction waiver. The buyer, all the circumstances related to the single case and to the industry considered, including the ones indicated above, explicitly recognizes the adequacy of the penalty provided by art. 6 and therefore renounces from now on to ask a penalty reduction in any office, including a court proceeding.

Art. 8: waiver. The buyer renounces to propose any action, exception and/or defensive action towards Grimet S.r.l. in any office, until the foreseen integral final payment has been settled, adding default interests and additional costs originated by the missing payment, and, in the cases provided by art. 6, the penalty provided by the mentioned article.

Art. 9: obligation of immediate goods inspection and prompt defects complaint. The buyer shall carefully examine with great care the goods in the moment of their delivery and report eventual defects within the peremptory and essential date of eight days after the delivery date. In case of expiration of the due date, the warranty for defects in charge of the seller and the buyer will be excluded and the buyer shall exclusively charge himself with the warranty towards third parties and any kind of responsibility. Moreover, the buyer shall indemnify the seller in any competent office from any kind of damage and/or request (also compensational requests) by him or third parties. The eventual defects complaint shall be done through a written communication which shall be sent directly to the seller. Any communication which won't be in written form shall be invalid.

Art. 10: non-fulfillment of the initial supplier - unavailability of the goods: never in any case shall the seller be held responsible for obligations originated by the initial supplier's company non-fulfillment or by the goods' unavailability. In the mentioned cases, the seller shall be held free from any obligation.

Art. 11: suspension - cancellation. The seller has the right to suspend and/or cancel the present purchase order or any other previous or following order requested by the buyer, whenever the latter is overdue with any payment towards the seller, also in relation to different, previous or following purchase orders.

Art. 12: non-fulfillment of the buyer. Grimet S.r.l. has the authority to withdraw from the contract and/or suspend its execution whenever the buyer will be liable to protests, executive procedures, any kind of non-fulfillment and/or symptoms of default or of financial crisis.

Art. 13: obligation of formal default notice of the seller. The buyer cannot pretend the contract termination or the damage compensation for the seller's non-fulfillment, unless after giving formal default notice with a registered mail and assigning to the seller a 20-days due to regulate its position.

Art. 14: the signer's declaration for the present purchase order. The signer of the present purchase order declares, undertaking any related responsibility, to be the owner or the legal representative of the buying Company, or to be provided by the Company itself with the necessary authority to effectively sign the present purchase order and its contractual conditions.

Art. 15: Jurisdiction and applicable law. The Court of Verona shall have exclusive jurisdiction over any dispute relating to the present purchase order. Italian procedural and substantive law shall be applied.

Art. 16: other. Additions or changes to the present purchase order shall be valid and effective only if fulfilled through a written document signed by the parties.

Art. 17: privacy. Regarding the processing of personal data subsequent to the establishment of this contractual relationship, within the limits of applicability of the EU Reg. 2016/679 (so-called GDPR), GRIMET S.r.l. based in Italy-37136 Verona (VR), Via Evangelista Torricelli n. 25, tax code and VAT number IT-04058570237, will assume the role of Data Controller. Grimet s.r.l. hereby declares that the processing of personal data will take place in compliance with the relevant legal provisions, that the same will be based on compliance with the principles of correctness, lawfulness and transparency in compliance with current regulations, adopting suitable security measures pursuant to art. 32 GDPR and will be limited only to the purposes strictly connected and instrumental to the management of the contractual relationship and to the agreed obligations. Personal data will be disclosed to third parties only to execute contractual obligations, to fulfill legal obligations, to comply with orders from public authorities or to exercise a right in court. The Parties agree that the Data Controller may still proceed with the processing and use of purely statistical information, on an aggregate basis and after anonymization. The Data Controller does not sell, rent or lend to third parties its user lists and related data. For a more complete examination of the purposes and methods relating to the processing of personal data, please refer to the privacy policy prepared pursuant to Articles 13 and 14 GDPR.

Art. 18: communication. All communication to Grimet S.r.l. shall be in writing to the address of its headquarter or by email addressed to info@grimet.com. All communication to the buyer shall be addressed to its headquarter or to its email address.

_____,
Place _____, date _____

SIGNATURE: _____

Please Note: Signature of the buyer's Company legal representative/owner in block letters, in full and comprehensible form, with stamp

The buyer, acknowledging that the goods covered by this order are purchased as part of his commercial activity, declares to have read all the clauses and conditions of this purchase order and, in particular, those referred to in the articles n. 1 (object of the purchase order and reserve) - n. 2 (price) - n. 4 (delivery of goods) - n. 6 (prohibition of cancellation/termination/revocation/refusal and penalty) - n. 7 (reduction waiver) - n. 8 (waiver) - n. 9 (obligation of immediate goods inspection and prompt defects complaint) - n. 10 (non-fulfillment of the initial supplier - unavailability of the goods) - n. 11 (suspension - cancellation) - n. 12 (non-fulfillment of the buyer) - n. 13 (obligation of formal default notice of the seller) - n. 15 (jurisdiction and applicable law) - n. 16 (other), and declares to have accepted and approved them specifically, according to the articles 1341-1342 of the Italian Civil Code of law.

SIGNATURE: _____

Please Note: Signature of the buyer's Company legal representative/owner in block letters, in full and comprehensible form, with stamp