

Cave Giovanna Srl

General conditions of Sale.

PREMISE.

Commercial relationships between CAVE GIOVANNA Srl and its Customers are regulated exclusively by following General Conditions of Sale, excluding any other stipulation or agreement, if not agreed in writing directly by the Commercial Management of CAVE GIOVANNA Srl

1. GENERAL CONDITIONS OF SALE.

CAVE GIOVANNA Srl is aimed at entrepreneurial activities and professionals equipped with VAT number (defined as B2B). These General Conditions of Sale concern the purchase of all products and services of CAVE GIOVANNA Srl carried out through the sales network and management commercial and/or electronic commerce tools. The purchase transaction, if carried out via e-commerce, directly or via third-party platforms, will be governed by the current provisions on electronic commerce between professionals.

2. ACCEPTANCE OF THE CONDITIONS OF SALE AND CONCLUSION OF THE CONTRACT.

The sales contracts for CAVE GIOVANNA Srl products are considered accepted at the time of which receives the signing of the order confirmation by the customer in any form (email or ordinary mail). By sending the signature of the order confirmation, the Customer declares to have read and understood having accepted these General Conditions of Sale and undertakes to observe and respect them its relationships with CAVE GIOVANNA Srl

Only upon receipt of the countersigned order confirmation will CAVE GIOVANNA Srl start production of what has been agreed.

The contract is considered concluded upon delivery of the goods.

3. CUSTOMER OBLIGATIONS.

The Customer is required to provide Cave Giovanna Srl with all details relating to the Order including measurements and executive drawings.

The Customer is also required, before signing and forwarding the order confirmation, to read and accept these General Conditions of Sale and to provide his/her data for the transfer and invoicing of the goods.

4. PURCHASE METHODS.

The Customer orders the product, the characteristics of which are indicated in the relevant descriptive sheets and/or

techniques, at the price agreed with the Sales Management which will be highlighted in the confirmation order together with the measurements and any other details.

Unless otherwise agreed, the goods are intended to be delivered free of charge to CAVE GIOVANNA Srl, excluding VAT and other charges.

The cost of packaging and shipping is borne by the Customer.

5. DEFINITION OF THE ORDER.

By sending the signed order confirmation, the Customer will explicitly confirm to CAVE GIOVANNA Srl the acceptance to purchase under the terms indicated in these Conditions of Sale.

6. PAYMENT.

For the first order, payment will be made by bank transfer in advance upon confirmation order for production.

For subsequent orders, the Customer will be able to make the payment due according to the methods agreed with the Commercial Management of CAVE GIOVANNA Srl.

Payments will not be considered valid if they are not remitted directly to CAVE GIOVANNA Srl.

In any case, unless otherwise agreed, the goods must be regularly paid for when due agreed.

In case of late payment, late payment interest will be applied at the current rates banking.

Upon receipt of the agreed bank transfer, the goods covered by the purchase order will be sent to production and shipped according to the indications in point 4.

7. DELIVERY OF THE PRODUCTS.

The goods are considered transferred to the Customer with their delivery to the recipient or carrier. The responsibility of CAVE GIOVANNA Srl ceases with the return of the goods to the recipient or carrier.

Unless otherwise agreed with the customer, after 10 days from the agreed Fulfillment/Delivery date, an additional cost of Euro 100.00 (one hundred/00) per day will be applied for the extraordinary handling, storage and custody of the goods. Working days will be counted.

Any specific needs must be specified in advance by the Customer to CAVE GIOVANNA Srl, provided and signed at the time of order confirmation.

Upon delivery of the goods, the Customer has the obligation to verify the integrity of the packages and the quantitative and qualitative correspondence with what is indicated in the accompanying document. In case of receipt of non-compliant goods, damaged, lost or deteriorated packages, the Customer has the obligation to promptly notify CAVE GIOVANNA Srl via email.

8. WARRANTY AND DEFECTIVE PRODUCTS.

The products purchased are subject to the regulations on the sale of consumer goods between professionals.

The products delivered comply with the characteristics illustrated in the technical and descriptive data sheets.

The items are guaranteed by law against all manufacturing defects. The warranty expires in

presence of damage caused by improper use, falls, tampering, attempted modifications by authorized and unauthorized personnel.

The liability of CAVE GIOVANNA Srl does not cover any requests for compensation for prejudice of any nature declared by the buyer.

9. COMPLAINTS AND RETURNS.

Any shipping errors or missing materials must be reported in writing by email within 24 hours of receiving the goods.

The replacement of the disputed goods must be agreed with CAVE GIOVANNA Srl, which will evaluate the most suitable solution from time to time.

Returns of goods will be accepted subject to written authorization from CAVE GIOVANNA Srl.

The items must be delivered in the original packaging and the shipping costs, unless otherwise agreed, will be borne by the Customer according to the methods indicated by CAVE GIOVANNA Srl.

The return will be credited at the purchase price and subject to a refund of costs incurred for the inspection, storage and other internal operations, equal to 30% of the sales price and with a minimum of Euro 50.00.= (fifty/00). Each case study may, however, be subject to specific evaluation and in-depth analysis.

10. MINIMUM SUPPLY.

The minimum billable amount is Euro 50.00 (fifty/00), subject to specific agreements agreed and signed by means of a written deed.

11. UPDATE AND VALIDITY OF QUOTES COMMUNICATED.

CAVE GIOVANNA Srl reserves the right to modify product prices in the event of increases unpredictable energy, raw materials, transport and other production-related costs. Commercial conditions and supply agreements different from these must be agreed in writing.

The updated general conditions of sale will be promptly published on the company website.

The updated and binding version is considered to be the one published on the website.

12. APPLICABLE LAW.

This contract is regulated by the Italian law.

13. PROCESSING OF PERSONAL DATA.

The personal data requested during registration are collected and processed - both manually and through automated tools - in order to be able to carry out the commercial activity (order fulfillment, invoicing, commercial support to the Customer, institutional purposes) in full compliance with the law current.

CAVE GIOVANNA Srl guarantees its Customers compliance with the legislation regarding processing of personal data, governed by the privacy code and current legislation.

The Customer can always request from CAVE GIOVANNA Srl, regarding the data concerning him,

to update them, rectify them and more generally exercise the rights provided for by the art. 7 S.Lgs n. 196/2003.

The User can at any time exercise the right to object, in whole or in part, to the processing of own data and request its deletion by sending a request to the address info@cavegiovanna.com specifying your intent in this regard.

A reply email will confirm the suspension or termination of data processing personal data by CAVE GIOVANNA Srl. Any refusal to provide personal data and/or ad authorizing the diffusion according to the above will make the commercial relationship impossible.

The data controller is CAVE GIOVANNA Srl, with headquarters in legal in Domodossola (VB), Viale of Craftsmanship n.22, VAT number n. 01425500038, in the person of its legal representative *pro tempore*.

14. POSTPONEMENT.

For anything not expressly provided for in this contract, the laws apply current Italian.

15. JURISDICTION.

The parties expressly agree that for any dispute regarding the sales contract the the competent court will be that of VERBANIA (ITALY).

16. UNFAIR CLAUSES.

We specifically approve, pursuant to art. 1341 and 1342 cc, articles 2, 3, 4, 6, 8, 9, 15.

Domodossola, 13 May 2024.