



Iscr. R.E.A. BG 242454 – Iscr. Reg. Impr. 33849 - N. MECC. BG 027947
COD. FISC. - P IVA IT 01852180163 – Cap. Soc. i.v. 1.500.000 Euro

GEMELS S.p.A.

VIA GAMBIRASIO 20/22
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gemels@gemels.it – www.gemels.it

1) Validity

These general terms of sale shall apply to, and deemed to be incorporated into, all contracts concluded between Gemels Spa (hereinafter only Gemels). and its customers. Any general terms submitted by the customer shall not be accepted.

2) Scope

The scope of the contract is the supply of the goods identified in the order confirmation issued by Gemels, where the items, including weight, size, shade of colours and any other technical information, the price, the delivery date, the payment method, the delivery place and all other relevant details are specified. After 3 days have elapsed from the issuance of the order confirmation with no proposals for amendments being received from the customer, the Gemels' order confirmation shall be deemed to have been accepted wholly by the customer, who shall not be allowed to make any further amendments to its previous order.

Namely Gemels will only accept a purchase order withdrawal - wholly or in part - after it had been confirmed, if the customer agrees to assume liability for the following costs:

- up to 30% of the order value, if the notice is sent to Gemels within 1 working week from your PO date;
- up to 80% of the order value, if the notice is sent to Gemels within 2 working weeks from your PO date;
- after those terms, Gemels will charge 100% of the order value.

3) Invoicing and payments

The price determined in the order confirmation shall be paid by the customer to Gemels in the currency, terms and time identified in the order confirmation and in the issued invoice.

In case of late payment, interest shall be charged, calculated on the basis of the D.Lgs. no. 231/2002.

4) Delivery

The goods shall be made available to the customer EX WORKS (Via Gambirasio, 20/22 24069 Trescore Balneario BG – Italia) Incoterms 2020, subject to the terms and within the delivery date indicated in the order confirmation. In case of delay on payments, Gemels reserves the right to change the delivery date according to the current workload. The delivery date shall be considered tentative and not binding. In case of delay, the customer shall not be entitled to reject the goods, nor to terminate the contract or to make a claim for damages. However, in case of force majeure or other obstacles depending from circumstances out of Gemels' control, for example fire, flood, strike, trade union action or other industrial action, inevitable obstacles, legal obstacles, war, insurrection or any other cause beyond the control of Gemels that temporarily make delivery either impossible or excessively expensive, the delivery deadline shall be postponed for a corresponding period. In that case, Gemels shall notify to the customer the existence of the obstacle within a reasonable period, save when no communication is needed in the light of the nature of the force majeure event.

Gemels shall bear the packaging costs, whereas the customer shall bear the costs for the delivery according to the term hereinabove. The risks of loss, theft, damage of the goods occurred during the loading and during the transport shall be borne exclusively by the customer. In all cases of loss, theft, damage to the goods, the customer shall pay the full price.

5) Failure to take delivery of the goods

Gemels may terminate the contract in case of failure by the customer to collect the goods within 15 days of the notified delivery date, as determined according to the previous article.

In any event, in case of failure by customer to take delivery of the goods within 15 days of the notified delivery date as determined according to the previous articles, a penalty equivalent to 10% of the invoice price shall be charged on the customer for each week of delay, without prejudice to any greater damages.



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6) Guarantee

Not later than the moment of delivery, the customer should examine the packaging in order to ensure that they are complete and not corrupted. In the event the packagings are corrupted the customer shall accept the goods "under reservation" and put a mark on the transport documents with these words.

The customer shall notify Gemels, by means of registered letter or certified email, of any faults or defects discovered in the goods no later than 8 days from the delivery.

Otherwise, the customer loses the right to raise any claim for defects as well as to terminate the contract, to make a claim for price reduction or for damages compensation.

7) Operation guarantee

Gemels guarantees that the goods are free from manufacturing defects. Gemels does not assume any liability for accidents occurred to individuals or things arising from improper usage of the goods. Namely, the customer shall be exclusively responsible for any injuries caused at its premises to individuals or things arising from improper usage of the goods. The customer undertakes to fully indemnify, defend and hold Gemels harmless against any claim by a third party.

The operation guarantee is valid only if the goods have been correctly stored and used in compliance with instructions from the user manual and the technical sheets issued by Gemels and only if the defects are not caused by chemical or electric agents, by improper usage of the goods or by any other reasons attributable to the customer.

8) Governing law and jurisdiction

The contract is governed by Italian law.

Any dispute regarding the construction, effectiveness, termination and/or performance of the contract will be referred to the exclusive jurisdiction of the Court of Bergamo.