

SACE SRL'S GENERAL ONLINE SALES CONDITIONS

1. DEFINITIONS

For the purposes of these General Conditions, the following terms will have the following definitions:

“SACE”: SACE Srl - a sole shareholder company with registered offices in Sasso Marconi (BO), via Cartiera 154, 40037 Frazione Borgonuovo, Tax Identification Code 01698441209 and VAT number 01698441209, Economic and Administrative Index BO 364057, e-mail: info@sace-srl.com Certified e-mail address: sacesrl@pcert.postecert.it, (hereinafter: SACE);

“Customer”: a legal person who, for his own business or professional purposes, purchases the Products marketed by SACE from the website www.sace-srl.com/shop;

“Parties”: SACE and the Customer where indicated jointly;

“Order”: a purchase order for the Products issued by the Customer and addressed to SACE through the use of the Website with reference to one or more Products, by using the order procedure indicated on the Website and in Article 3 of this Contract;

“Order Confirmation”: SACE’s e-mail addressed to the e-mail account communicate by the Customer containing the confirmation that the Order has been received;

“Contract”: these general sales conditions;

“Website”: the website www.sace-srl.com/shop belonging to SACE, on which the Customer can make online purchases;

“Products”: the products described, offered for sale, advertised and marketed on the Website, which can be purchased by the Customer.

2. PURPOSE

2.1. These general sales conditions, available on the website www.oleobi.it, in the general sales conditions section, in favour of the user for their storage and reproduction, according to Article 12 of Legislative Decree 70/03 and subsequent amendments cover the online sale of the Products marketed by SACE carried out remotely by means of a telematic network, through the Website belonging to the same.

These general conditions apply exclusively to B2B (Business to Business) online sales between SACE and Customers, as described above and pursuant to Article 1.

2.2. The online sale of the Products is governed by these general conditions as well as the special sales conditions indicated by SACE on the Website and selected from the Customer from time to time (that, by way of a non-limiting example, include the price, payment methods, transport method, the product type, etc.), which must be reported and confirmed by SACE in the Order Confirmation.

2.3. SACE is free to update, integrate, or modify these general sales conditions, which will be applied to the sales made after the new version of the general sales conditions is published on the

- Website, which constitutes communication of the changes.
- 2.4 The Customer acknowledges the possibility to download these general conditions from the Website and allows SACE to send a link by e-mail where they can be viewed.
- 2.5 These general sales conditions must be examined by the Customer before each purchase and they are considered fully known and unconditionally accepted if the Customer affixes the flag in the relevant *“I declare that I have read, understood, and accept the general sales conditions”* field and the flag of specific approval of unfair terms, pursuant to Articles 1341 and 1342 of the Italian Civil Code, in the area of purchase of the Products on the Website, upon the Customer's registration on the Website, as well as the Customer's creation of personal credentials (user name and password), which will be communicated by e-mail, to be inserted subsequently in the appropriate fields before each purchase.
- 2.6 The Customer acknowledges that SACE will not accept orders sent (i) by subjects that are not registered according to the procedure defined above (ii) by subjects that are not B2B Customers as defined above (iii) from ordinary e-mail from Clients without their prior registration on the Website.
- 2.7 The Customer undertakes not to transfer the credentials mentioned above to third parties and to store them with utmost care and diligence, and remains solely responsible for their care and use.
- 2.8 Therefore, the Customer accepts, as of now, as his or her own, all orders sent to SACE with the Customer's identification code and password, as well as the invoice that will be issued with the data entered by the Customer.
- 2.9 If the credentials are lost, the Customer must immediately inform OLEOBI so that the latter can delete the lost credentials and assign new ones.
- 2.10 The Customer is exclusively responsible for the correctness and completeness of his or her identification data and, in any case, for any data entered in the registration area and the Product purchase area, with the exclusion of any liability on SACE. In particular, the Customer agrees to receive communications regarding purchases made on the Website at the e-mail address indicated in the registration area.
- 2.11 SACE may request a Chamber of Commerce Certificate or other equivalent document to determine the Customer's exact identity.
- 2.12 SACE declines any responsibility for the information, documents and materials entered by third parties on the Website, even if such content is made available to the Customer as part of an advertising service offered by SACE.

3. CONCLUSION OF THE ONLINE SALES CONTRACT

- 3.1 In order to purchase the Products on the Website, the Customer must be accredited by entering his or her personal credentials and must diligently and scrupulously follow the indications and procedures described on the Website and in these general sales conditions.
- 3.2 During the purchase process, the Customer must view the following information and conditions that are published on the Website:
- 1) characteristics of the Products, described in the individual product sheets;
 - 2) price of the Products, with the detail of the taxes, any shipping costs and any other cost;
 - 3) methods and terms of payment of the price of the Products;
 - 4) terms and conditions of delivery of the Products;
 - 5) any other information published on the Website.
- 3.3 SACE will describe and present the Products on the Website in the most complete and transparent way possible.
- The Customer acknowledges and accepts that there may be incompleteness, inaccuracies or slight differences between the photographs and descriptions of the Products on the Website and the Products delivered.
- In particular, the Customer acknowledges and accepts that photographs and/or videos

relating to the Products published on the Website are indicative.

SACE can eliminate and/or replace the Products described on the Website at any time and without notice and may make non-substantial technical and aesthetic improvements that do not worsen the quality of the Product.

The Customer has the right to access the Website exclusively for consulting and purchasing the Products, as no other use of the Website or its content is permitted, which are protected by intellectual property rights, as better specified in Article 13 below.

- 3.4 The Customer can correct the Order before the conclusion of the same through the technical means made available on the Website to identify and correct the errors, or, if he or she decides not to make the Order, by leaving the Website without having concluded any Order.

Orders can be made in both English and Italian.

The contract for the online sale of the Products on the Website is concluded when the Customer clicks on the field "I confirm my order" (which is acceptance of the offer made by SACE on the Website), at the end of the purchase procedure.

- 3.5 Upon receipt of the Order, the customer will receive an email from SACE summarising the order. This summary e-mail will contain the order number, the date and time of the order, the

type, quantity and price of the Products purchased, taxes, any shipping costs and any other possible costs, the terms and address of the place of delivery of the Products, the billing address and the link to these general sales conditions and to the privacy information, pursuant to Article 13 of the GDPR published on the website

The Customer undertakes to verify the correctness of the data relative to the Contract contained in the summary e-mail and to notify SACE of any changes within one hour.

In any case, SACE has the right not to execute the Customer's order if, following checks after its receipt, the Customer has payment delays or other defaults relating to previous orders. SACE will inform the Customer of this suspension by written communication in the forms provided for by this Contract, warning the Customer that the suspension will remain until the same regularises his or her debt position.

3.6 The Order will be stored in the SACE database in the "*my orders*" section from which the Customer can access the history of orders placed.

3.7 The Customer acknowledges and agrees that the availability of the Products sold on the Website refers to the actual availability at the time of purchase. This availability must be considered indicative due to the fact that several Customers make transactions on the Website at the

same time, and the Products could be purchased at the same time by other Customers and SACE does not have the instruments to prevent this. In this case, the Products will be purchased by the Customer, whose order is processed first by the Website system.

In this case, SACE will send the Customer whose order has been registered in second place an email as soon as the latter detects complete or partial lack of the Products. If this happens, the Customer may withdraw from the sales contract within 14 (fourteen) days from receiving the aforementioned e-mail, by sending a notice by registered mail with return receipt, certified e-mail, or fax, with the Customer's obligation to return, at his or her own expense, the Products already received and SACE's obligation to reimburse the amount received from the Customer, without any compensation for damage or indemnification of any kind in favour of the Customer.

4. DELIVERY

4.1 The Products will be delivered according to the methods and conditions indicated by SACE according to Article 4 of this Contract.

Unless otherwise agreed between the Parties, through the options indicated on the Website, Products delivered in Italy will be

- sent to the Customer at SACE 's expense.
- 4.2 For deliveries in Europe, the Customer is responsible for the transport and insurance costs as well as all other steps necessary to transport the products to the place of destination.
- 4.3 The risk of loss or damage of the Products is transferred from SACE to the Customer with the delivery of the Products covered by the Contract to the latter or to an authorised person (also a carrier).
- 4.4 SACE will do its best to deliver the Products within the delivery terms established and published on the Website, which are indicative and not mandatory. Deliveries will be made on business days, and SACE will not be liable in any way for any damage resulting from the delay in the delivery of the Products.
- 4.5 SACE will inform the Customer that the product has been shipped. In case of non-delivery of the Products within 14 (fourteen) days from the date on which SACE sends the order confirmation e-mail, the Customer will have the right to withdraw from the sales contract, by sending a notice by registered mail with return receipt, certified email, or fax to SACE, which will be required to reimburse the amount received by the Customer, without any compensation for damage or indemnification of any kind in favour of the Customer.
- 4.6 The Customer acknowledges and accepts that SACE will proceed with the delivery of the Products

only following the actual collection of the price, suspending the delivery in case of non-payment or non-regular payment of the price by the Customer in the ways and times provided for in Article 5 below.

- 4.7 SACE cannot be considered liable for the failed or delayed delivery of the Products due to force majeure, unforeseeable circumstances and a justified reason, such as, by way of example, strikes, riots, unrest in the workplace, lack of raw material, lack of electrical energy, fire, machine downtime and any other cause beyond the control and diligence of SACE, (including the delays of the subcontractors), which prevents or makes the delivery on time prohibitively expensive.

5. PAYMENT METHODS

- 5.1 The Customer will pay SACE, by way of purchase price of the Products, the amount indicated in the Order and reported in the Order Confirmation (including VAT). Payments must be made using the payment methods indicated on the Website and, in particular, credit cards indicated on the Website, bank transfer, My Bank immediate transfer and Paypal payment. The payment transactions and data communicated by the Customer at the time of payment take place on special protected lines. The security of payment by credit card is guaranteed by VBV certification

- (Verified by VISA) and SCM (Mastercard Security Code).
- 5.2 The price must be paid together with the purchase. If the Customer indicates payment by credit card, the latter authorises SACE to use his/her credit card to debit the amount of expenses incurred. SACE reserves the right to request a copy of the credit card holder's identity card. If payment is made by bank transfer, after clicking on "*I confirm my order*" field, the Customer will receive an e-mail containing the bank details for the transfer, which must be arranged immediately so that the sum is credited to SACE's current account within 5 days from the completion of the sales contract.
- 5.3 If payment of the price is not made within 5 (five) days from the term mentioned above in Article 5.2, SACE will have the right to withdraw from the sales contract, with written communication to be sent by registered mail with return receipt, certified e-mail, or fax, without the need for formal notice.
- 5.4 SACE will issue the invoice and this will be sent in electronic format according to the regulations in force. Changes cannot be made to the tax documents after they have been issued.

6. TITLE RETENTION

- 6.1 The Products remain the property of SACE until full payment of the price indicated on the Order.

7. PRICES

- 7.1 All sale prices of the Products indicated on the Website are expressed in Euro, net of VAT and other ancillary expenses. If the Customer requires particular packaging, he or she must incur the relative costs, which will be indicated during the purchasing process.
- 7.2 For deliveries in Italy (including San Marino) that are charged to SACE, the transport costs are included in the purchase price, unless the Website reports differently for specific Products. For deliveries made outside Italy, transport costs are additional to the purchase price and are charged to the Customer. In all cases where transport costs are charged to the Customer, these costs are indicated and calculated during the purchasing process.
- 7.3 The costs relating to the payment methods chosen at the time of the Order are entirely borne by the Customer.
- 7.4 The Customer acknowledges that SACE can update the Product prices freely and at any time. Notwithstanding that, SACE cannot modify the prices indicated on the Website at the time of purchase and indicated in the summary purchase e-mail.
- 7.5 In the event of an IT, manual, technical error or that of any other nature that could result in a substantial change, not foreseen by SACE in the price or quantity of the Products, SACE must notify the Customer in writing as provided in this Contract as soon

as the error is discovered, and each of the Parties may withdraw from the sales contract, within 14 (fourteen) days of receipt of such notice, with the obligation of the Customer to return the Products already received at his or her own expense, and SACE 's obligation to reimburse the amount received by the Customer, without any recognition of damages or compensation claims.

8. RIGHT OF WITHDRAWAL

- 8.1 The Customer has the right to withdraw from the Contract without penalty and without specifying the reason, within 14 (fourteen) days starting from the date of receipt of the Products. The Customer who intends to exercise the right of withdrawal, must send SACE explicit communication containing the decision to withdraw from the Contract by registered mail with return receipt, certified e-mail, or fax.
- 8.2 If the Customer exercises the right of withdrawal, the latter must return the Products no later than 14 (fourteen) days from the date of sending of the notice of withdrawal, and must send the Products to SACE at the registered office indicated above. All risks, charges and costs of returning the Products are charged to the Customer.
- 8.3 The Products must be returned intact, in the original packaging, complete in all their parts (including packaging and any documentation and accessory

equipment: manuals, cables, etc.) and complete with the accompanying tax documentation. Subject to compliance with the above, SACE will reimburse the Customer the amount received within a period of 14 (fourteen) days from receipt of the returned Products, in addition to any documented shipping costs for the return.

SACE may suspend the reimbursement of the price until the conditions of the returned Products are verified.

- 8.4 SACE make the refund using the same payment method chosen by the Customer for the purchase. In the case of payment made by bank transfer, the Customer, who exercises his right of withdrawal, must provide SACE the bank details (IBAN, SWIFT and BIC) needed to make the refund, by accessing the "contact us" section of the Website.

9. WARRANTY

- 9.1 SACE guarantees the conformity of the Products to the technical characteristics declared on the Website, as well as their safety according to the standards in force at the time of their marketing. The relative warranty is provided based on the type of Product described on the Website.
- 9.2 The Website describes the characteristics of the Products and places them in categories as Products purchased from third parties and marketed by SACE for which the manufacturer's guarantee applies; the defects of

products manufactured and marketed by SACE are guaranteed by SACE pursuant to and for the purposes of Article 9; and there are also Products for which the warranty is explicitly not applicable.

- 9.3 Products manufactured and marketed by SACE are covered by a twelve-month warranty starting from the delivery of the Products; this warranty starts from the date of replacement for replaced Products under warranty. This warranty does not cover normal wear and consumption parts.
- 9.4 The Customer must report to SACE any defects of the Products delivered according to the Order and Order Confirmation within eight days of delivery for obvious defects and within eight days of discovery for hidden defects, in the forms of communication set out in this Contract. After this term, the Products will be considered fully compliant with the Order and Order Confirmation and SACE will not be liable and/or in default for any reason.
- 9.5 If the warranty provides for the return of the Product to SACE, the Product must be returned by the Customer with undamaged packaging, complete in all its parts (including the documentation inside the packaging, and any accessory equipment), within 8 days from the communication of the defect.
- 9.6 The warranty is limited to defects due to poor quality of the material or the manufacturing. It is not applied to defects due to natural

consumption, the Customer's inexperience or negligence, or parts of the product that due to the composition of the material or the nature of their use are subject to rapid deterioration.

- 9.7 To correctly exercise the guarantee right, the Customer must follow these steps:

- I) to report the defect or discrepancy, the Customer must send the "Warranty Application Form" ([download](#)), duly completed as described in point ii), by e-mail to the address warranty@sacesrl.com, attaching photographs of the defective Product and the identification plate;
- II) in the event of a positive outcome of the warranty checks, SACE will send the Customer an e-mail containing the complaint file number, authorising him or her to send the defective Product to the registered office;
- III) once the authorisation to return the products has been received, the Customer may send the defective Product to SACE, together with a copy of the compiled application form and complaint file number, and must indicate "repair under warranty" on the accompanying transport document.

The Customer acknowledges and accepts that the Products sent as "repair under warranty" without receiving the file number, which is

SACE's authorisation to make the shipment, will be returned to the sender with transport freights covered by the Customer.

9.8 In respect of justifiably and promptly proposed complaints, SACE will carry out warranty interventions within a reasonable time.

At its own discretion, SACE may decide to replace or repair the Products that are acknowledged as defective without any cost for the customer, except for the transport expenses, which will be covered by the Customer.

9.9 If SACE deems the guarantee inoperative, it will present the Customer with a repair estimate, and the Customer can decide whether to accept the estimate or not, entrusting SACE with the repair, to return the unrepaired Product at his or her expense, or to have it scrapped, always at his or her expense.

9.10 Repairs made under warranty do not involve any extension of the duration, nor renewal of the warranty.

9.11 The warranty is void whenever the defective Products have been used by the Customer in an improper way and not according to SACE 's instructions, disassembled, modified, replaced, repaired and/or altered by people not authorised by SACE, have defects arising from wear, negligence and/or inexperience of the Customer, its appointees and/or third parties.

9.12 The warranty is not transferable and applies only to the invoice holder.

10. LIMITATION OF LIABILITY

10.1 SACE is solely responsible for the proper functioning of components, equipment, hydraulic and pneumatic systems supplied with reference to the features and services expressly indicated on the Website.

10.2 The overall liability of SACE of a contractual, non-contractual nature or any other reason attributable to it, deriving from the breach of the Contract governed by these General Conditions, connected and/or related to the same, may not in any case exceed the overall price actually paid by the Customer for the products that have given rise to this liability.

10.3 SACE is not responsible for any faulty operation of machines or systems manufactured by the Customer or by third parties, with components supplied by SACE, even if the individual systems have been assembled or connected according to SACE 's drawings or diagrams.

10.4 SACE cannot be held responsible in any way for the suspension or interruption of the operation of the Website, nor for any inaccuracies due to a particular configuration of the Customer's computer or its malfunction.

10.5 In any case, outside the cases regulated by Presidential Decree 224 of 24 May 1988, and without

prejudice to the provisions of Article 1229 of the Italian Civil Code, the Customer may not claim compensation for indirect or consequential damages, lost profits, loss of production or opportunities, nor will he or she be required to pay sums greater than the value of the Products as compensation.

10.6 The Customer undertakes to hold SACE harmless and free from requests and/or legal actions brought against SACE by the end user and/or third parties regarding alleged Product defects.

11. CONFIDENTIALITY

11.1 SACE undertakes to process the data and information transmitted by the Customer confidentially and not to disclose it to unauthorized people, or to use it for purposes other than those for which it was collected and/or to transmit it to third parties.

11.2 These data can be shown only upon request of the judicial authority or other authorised authorities by law.

11.3 The data acquired by the Customer will be communicated by SACE only to subjects delegated to carry out the activities necessary for the execution of the stipulated contract and communicated exclusively within the scope of this purpose. SACE declares and guarantees that these subjects will respect the aforementioned obligations, remaining completely liable for any default by the latter.

11.4 SACE declares and guarantees to adopt appropriate protective measures to protect the confidentiality of the data known and/or communicated by the Customer and undertakes to enforce these measures, within its organisation.

12. PROTECTION OF PERSONAL DATA

12.1 The Customer's personal data will be used by SACE in full compliance with EU Regulation 679/2016 (GDPR) and the current national legislation on the protection of personal data.

12.2 SACE will process the personal data according to the terms and methods indicated in the privacy policy according to Article 13 of the GDPR, the complete version of which can be consulted on the Website in the [privacy disclaimer](#)

12.3 Each Party undertakes to keep the other harmless from any compensation claim arising from any unlawful processing of personal data resulting from the non-compliance with the GDPR and applicable national legislation.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Customer states and acknowledges that the contents of the Website (by way of example, texts, photographs, trademarks and other distinctive signs, illustrations, images, logos) and the structure of the same are exclusively owned and controlled by SACE.

The Website is managed by SACE and cannot be copied, reproduced, disposed of in any way without SACE's prior written consent.

- 13.2 Total or partial reproduction, modification or use of trademarks and/or other distinctive signs, illustrations, images and logos present on the Website for any reason and on any support, without SACE 's prior express consent is prohibited.
- 13.3 All intellectual property rights (by way of example, patents, trademarks, designs and models, trade secrets, know-how, copyright, technical and commercial information relating to the Products, as well as any software provided by SACE) relating to the Products and/or connected and/or related to the same, which are protected or possible protected, created and/or acquired by SACE before the Contract and during the execution of the same remain the exclusive ownership of SACE. The Customer undertakes to refrain from any conduct that may violate or compromise these rights.
- 13.4 In the event of disputes and/or claims and/or actions by third parties for infringement of intellectual property rights relating to the Product covered by the Contract, SACE may at its own discretion (i) provide the Customer with the right to continue using this Product; (ii) replace the Product with another product or parts thereof that has

similar functionality and does not violate third party intellectual property rights; (iii) modify the Product so as not to infringe third party intellectual property rights; (iv) withdraw the Product or parts of it and refund the purchase price, after deducting a reasonable amount for the use, damage or obsolescence of the Product. To the extent permitted by law, the remedies indicated above represent the only measures envisaged with respect to the Customer and, in any case, SACE 's liability cannot exceed the price paid by the Customer for the disputed Product.

- 13.5 To the extent permitted by law, SACE will in no way be liable to the Customer and the measures provided above will not be applicable if third-party intellectual property rights have been violated due to (a) modification of the Products by the Customer and/or its appointees (b) the assembly of the Products with other products (c) the use of the Products in processes carried out by the Customer and/or representatives or (d) SACE's observance of the customer's instructions, diagrams, projects and specifications. In these cases, the Customer undertakes to indemnify and hold OLEOBI harmless from any damage, expense or liability, for whatever reason suffered by the Customer and/or by any third party claims related to the cases above

14. COMMUNICATIONS

14.1 Any communication between the Parties relating to this Contract must be made in writing either in Italian or English, by registered mail with return receipt at the headquarters of SACE Srl, by certified e-mail: sacesrl@pcert.postecert.it or by fax +39 051 6781150

15. APPLICABLE LAW AND JURISDICTION

15.1 These general sales conditions and the consequent online sales contracts for SACE Products are subject to Italian law.

15.2 Any dispute arising between the Parties regarding the validity, execution, interpretation and termination of these general sales conditions and the consequent online sales of the Products will be subject to the exclusive jurisdiction of the Court of Bologna.

16. FINAL PROVISIONS

16.1 Failure to exercise any part of the rights deriving from this Contract (and more generally of your rights) will not constitute a waiver of these rights, nor it will operate in such a way as to prevent the future exercise.

16.2 It is forbidden for the Customer to assign or transfer to third parties, in whole or in part, the Contract and/or its rights or obligations deriving from it.

16.3 The total or partial invalidity or ineffectiveness of one or more clauses of these general

conditions will not affect the validity of the other clauses or of the remaining part of the clause. The invalid or ineffective provision will be replaced by a valid and effective clause, the scope of which will be as similar as possible to that of the original clause.

16.4 In the event of a conflict of interpretation between the Italian version of the Contract and the foreign language version, enabled on the Website and selected by the Customer, the meaning and interpretation of the Italian version will prevail.

16.5 Any changes to the Contract must result from a written document signed by both Parties.

16.6 The general sales conditions consist of all the clauses that compose them.

General sales conditions updated to 2019