



FORNITURE PER FINITURE D'INTERNI E ISOLAMENTI TERMOACUSTICI • PRODUZIONE • ELABORAZIONE • COMMERCIALIZZAZIONE • IMPORT / EXPORT FISSAGGI • ACCESSORI METALLICI • UTENSILERIA TECNICA

For legal purposes, the general sales conditions in Italian language are considered valid and exclusively applicable; the translation in the English language is done only for convenience.

The website <https://baufloor.it/> (hereinafter referred to as Site) is owned by Akifix S.p.A. (VAT: 02395720424) with registered office in Bolzano, Corso Italia n. 27; for all orders of products on the Site and in the catalogues, the general conditions of sale of Akifix S.p.A. must be considered applicable, which are expressly referred to here and, for completeness, are reported in full. The general conditions of sale of Akifix S.p.A., together with the conditions regarding the delivery and payment of the goods are and are an integral part of the contract.

#### 1. General observations

Offers, orders and deliveries are subject to these general sales conditions. Buyer is bound by Article 1341 C.C. Exceptional conditions are void if not expressly accepted in writing by the management of the Akifix® Selling Company.

#### 2. Supplies

The prices and all other conditions are applied to the materials supplied and invoiced by the Akifix® Company. The Seller reserves the right to make changes to the products, conditions and prices at any time without notice, depending on changes in market conditions and costs (production, transport, etc...) or any other cause. It also does not guarantee the absolute fidelity of the colors and aesthetics reproduced in the catalog and on the site to the real ones.

#### 3. Offers and prices

- Offers are indicative and non-binding and therefore do not entail any processing obligation.
- The ordering proposals must be sent to the Selling Company directly by mail or fax or by the sales agents of the same. In all cases the Company reserves the right to accept or change them at its own discretion, and only a written confirmation of the direction of the Seller or the actual execution of the order may be considered binding. However, the transmission of a proposal of order implies that the buyer accepts the full acceptance of the general conditions of sale.
- The prices resulting from the lists in force at the time of individual deliveries will be applied. The Seller assumes no responsibility for errors or omissions contained in its price lists or in its promotional material.

#### 4. Payment Terms

- The payment of the supplies must take place within the terms indicated on the invoice, directly to the Seller's home.
- The delay in paying the invoices authorizes the Seller to debit, without prejudice to other shares, starting from the day of the indicated expiry, the interest in the amount of 9% or of a higher percentage if indicated on the invoice or, if higher, the interest corresponding to the bank rate in force and indicated on the invoice, without prejudice to the right, or to consider the relationship resolved or to cancel the execution and shipment of the remaining orders in progress, and / or to request the advance payment of the remaining invoices, without the customer being able to make claims for compensation or anything else.
- It should be noted that no other form of payment, other than the one established, will be considered valid by the Seller.
- In case of any discount for cash payment, it will be valid only in the case of receipt by the Seller of the balance of the invoices no later than 8 days from the issue of the same and will be applied to the amount of the supply, with the exception of transport and packaging. Beyond this limit, the payment will be considered normal and the discount canceled and recharged.
- In case of receipt of negative information (e.g. protests, enforcement actions against the debtor etc...) or changes in the client's balance sheet or failure to pay at the expiry of even a single supply or part of it, the Seller is authorized to consider all outstanding payments as immediately payable, whatever their original due date (art. 1186 CC), or to claim particular guarantees on future payments. The Seller reserves the right not to process or suspend the execution of the supply in the event of a change in the aforementioned conditions, pursuant to art. 1461 of the Italian Civil Code. In this case, the customer will have no right to claim damages.

#### 5. Shipments and deliveries

The delivery terms must always be considered as indicative. However, the Seller undertakes to make deliveries within the shortest time possible. The Seller does not, however, assume any responsibility for damages directly or indirectly resulting from delivery delays or delayed execution of a contract. The minimum quantity for deliveries is related to the type of product and is established directly with the Seller. The sale is to be effected by the departure of goods (EXW - EX WORKS Incoterms 2023), unless otherwise expressly stated in writing. The goods will be available up to 7 days. After the date fixed for the withdrawal. After this deadline, the Seller will be able to proceed with the delivery with the carrier at its discretion, with the risk and the cost of transport anyway to the customer.

#### 6. Packaging

Unless specifically stated, the cost of the packaging is not included in the sale price. The prices of the packaged products include the cost of the packaging which, unless otherwise indicated, is a cardboard box, or a packed or tied package etc. The cost of special packaging in shrink wrap or others will be agreed upon from time to time. For deliveries with Europallets and pallets, the same will be charged on invoice, without any possibility of return.

#### 7. Vices and Difficulties

The Seller guarantees that their products are conform to technical documentation and are immune from faults that render them unsuitable for the intended use. The customer declares to know all the technical characteristics of the products purchased, their proper storage and application; therefore it raises the Seller from any liability caused by the failure to comply with the aforementioned standards. The customer is obliged to check the quality and quantity of the goods at the time of delivery, to transcribe the voucher or the baggage found in the shipping document and make it to be signed by the driver or Railway Authority in case of wagon delivery, and to follow written communication no later than 8 days from delivery. The defective complaint must be accompanied by all elements relating to the delivery, production and quantity of the product deemed not to conform to the promised quality and made before the goods are being used or put into service. In the case of a reasoned and accepted defective complaint, the Vendor may substitute for the defective good or eliminate the defect or other measure it considers idoneus within a reasonable period of time provided that the goods have not been tampered with in the meantime or put into operation (in this latter case the goods are considered accepted).

#### Akifix S.p.A. - unipersonale

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Seller shall not be liable for any damages arising out of the use or improper use of misleading or spoiled materials or any other claims or claims for damages.

**8. Treatment and use of data**

The Seller, based on the provisions of this contract, will lawfully, correctly and transparently process the personal data of the interested parties collected for the purposes related to the management of commercial relations, in accordance with the provisions of EU Reg. 679/16 and Legislative Decree 196/03 as modified by Legislative Decree 101/18. These personal data will be used and processed directly or through external subjects for purposes strictly related to the contractual relationship in place, including the related credit insurance management, customer solvency management and all current regulatory requirements.

By signing this contract, the customer in turn declares to process the personal data which he may become aware of in the performance of the activities envisaged by this deed in accordance with the provisions of European and national legislation.

**9. Causes of Force majeure**

By verifying any case of fortuitous or force majeure, such as merely exemplifying and not exhaustive, the state of war and mobilization, strikes, clamps, acts of terrorism, termination of activity, pandemics, lack or particular price rise of raw materials or finished products, Delays and lack of means of transport, fluctuations relevant to the exchange rate movements with the currency of the countries where the suppliers' establishments are located, and any other impediment from which it is exempt from liability, the Seller may not be called upon to answer any of the Contractual default and may, in whole or in part, suspend or cancel the commitments relating to the supplies to which they relate. Partial annulment or suspension of commitments regarding the agreed supplies does not expose the buyer, for reasons previously stated, to the obligation to accept and pay for the materials already prepared.

**10. Taxes and taxes**

All taxes and duties, such as VAT, stamp, etc .. and any other tax burden, are borne by the customer, even if they intervened during the supply of the goods.

**11. Solve et repete**

The client will not be able to initiate any action if he does not prove that he has executed his obligations and in particular that of the full payment of the price.

**12. Applicable law, contractual choice language and competent forum**

The applicable law is exclusively Italian. Even if the present conditions are translated into other languages, the contractual language chosen and authenticated is the Italian language. Any dispute between the parties, no exclusion, will be subject to the exclusive jurisdiction of the Italian Judicial Authority and to the exclusive territorial jurisdiction of the Forum of Ancona or the Forum of Bolzano at the choice of the actor.

**13. General provisions**

The customer cannot assign the contract and therefore the rights and obligations arising from it unless expressly granted by the Seller if expressly permitted by the Seller. The place of performance for all customer and Akifix® services is the Akifix® office (s), unless otherwise agreed in writing by the Parties. The possible invalidity of one or more clauses of this contract will not determine the invalidity of the same. In the event of any difference between the provisions of the general conditions of sale attached to the catalog and the general conditions of sale on the website [www.baufloor.it](http://www.baufloor.it), the latter will prevail.

**14. Confidentiality and confidentiality**

During the relationship and even after its termination, the customer also commits himself / herself on behalf of his / her employees and auxiliaries, to maintain the strictest reservation and not to disclose any confidential information and / or information confidential to third parties, strictly confidential to for the purposes and for the effects of art. 98 and 99, identified and / or recognized as containing commercial or business secrets, including affiliated companies or affiliated with the Seller.

**15. Exclusivity**

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Company name - Stamp and signature of the Customer

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They expressly approve, also pursuant to art. 1341 and 1342 of the Italian Civil Code, articles 2. (Supplies); 3. (Offers and prices); 4. (Payment conditions); 7. (Vices and non-conformities); 11. (Solv et repete); 12. (Applicable law, chosen contractual language and competent court); 13. (General provisions); 14. (Confidentiality and confidentiality); 15. (Exclusivity).

Company name - Stamp and signature of the Customer

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