



## GENERAL CONDITIONS OF SALE

### PREMISES

The products object of the present General Conditions of Sale (hereinafter called "General Conditions") are offered for sale by **Microfast di Bagna Marco & C. S.a.s.** (P.IVA 06890720151), with registered office in Via Fratelli Cervi n.13, 20010 - Inveruno (MI) (hereinafter referred to as "Supplier"), as a company specializing in wholesale trade in computers, computer peripheral equipment and software, to the Customer.

The acknowledgement and acceptance of these General Conditions, also published and available on the website [www.digifastmultimedia.it](http://www.digifastmultimedia.it), is a necessary and indispensable requirement for the confirmation of the order placed by the Customer.

Unless otherwise agreed in writing, any purchase order made by the Customer to the Supplier determines the application of these General Conditions.

With their acceptance, the Customer declares to have read, understood and accepted all the contractual clauses therein and agrees, as of now, to read and accept any changes, additions or updates to the same, which will be adopted in the future and simultaneously published by the Supplier on its website.

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#### 1. OBJECT OF THE CONTRACT AND CHARACTERISTICS OF THE PRODUCTS.

1.1. With these General Conditions, the Supplier sells and the Customer purchases the products requested by the same.

1.2. The Customer undertakes to read and accept these General Conditions before confirming his purchase order.

1.3. The Customer, with the formulation of the purchase order, acknowledges to have carefully examined the technical, functional and aesthetic characteristics of the ordered products and to consider them suitable for the use to which he intends, directly or indirectly, to assign them. It also agrees not to make any changes to the product and to respect, declaring to know them, its proper mode of use.

#### 2. ACCEPTANCE OF ORDERS AND CONCLUSION TO THE SALE.

2.1. The acceptance of the order will take place exclusively in writing and must be sent to the e-mail address indicated by the Supplier; the Customer will check the exact indication of the product ordered with reference to the characteristics, price, terms of payment, place of destination and any further instructions for delivery and/or modifications required.

2.3. The order will be considered accepted by the Supplier when the Customer receives the order confirmation from the Supplier. In case the order is preceded by an offer from the Supplier, the offer will be considered valid for a maximum duration of 60 days, unless otherwise specified. The sale contract will be considered in any case concluded at the moment of the order confirmation by the Supplier.

2.4. The conclusion of the sale occurs with the order confirmation by the Supplier, in its absence, the provisions of law in force shall apply.

2.5. The supply includes only what is expressly specified in the Supplier's order confirmation, or in any case agreed upon in writing.

#### 3. PRICES.

3.1. The prices of the products are indicated in the order confirmation and, unless otherwise specified, are expressed in Euro, net of VAT.

3.2. The shipping costs, unless otherwise indicated and agreed between the Parties, are always excluded and will be paid by the customer.

3.3. The Supplier may modify or revoke, at any time, the prices included in the offer or in the price lists beyond its validity. Eventual modifications to the price could occur however if the costs of the materials undergo an increase in value and will be communicated in advance to the Customer in reasonable time. For orders in progress such upward revision shall be accepted in any case. The same in case of changes requested by the Customer.

#### 4. PAYMENT TERMS.

4.1. Payment terms are strictly binding; payments must be made in the form and within the terms indicated in the invoice or other accounting document of the Supplier.

4.2. The Supplier has the right to: a) modify the payment terms in case of insolvency of the Customer in relation to previous orders; b) grant further payment extensions.

#### 5. LATE OR NON-PAYMENT.

5.1. Delayed payment, even partial, of the invoices will give rise to the immediate commencement of interest on arrears and this authorizes the Supplier, without prejudice to any other action, to

request the advance payment of further supplies or to consider the contract suspended or terminated, to suspend or cancel other contracts in progress, without the purchaser being able to make claims for compensation or indemnification of reserves in this regard; the purchaser remains obligated to pay compensation for all damages deriving from the non-execution of the contracts.

#### 6. DELIVERY MODE.

6.1. The terms of delivery of the products start from the date of receipt of the order, are calculated in working days, are always intended as indicative and not binding.

6.2. The Supplier will dispatch the orders in the established time, taking into account its own organizational and commercial needs, even in more divided deliveries that the Customer undertakes to accept.

#### 7. SALE AND DELIVERY.

7.1. The goods always travel at the risk and danger of the Customer, even in case of delivery free to the addressee, the risk of perishing and damage during transport is at the charge of the Customer until delivery.

7.2. Unless otherwise indicated, the delivery is intended ex works.

7.3. In case the Supplier will evade in delay the deliveries agreed in the order, he will not give the Customer the right to cancel the purchase order or to return the eventual material already sent relative to the same order; no penalty is foreseen.

#### 8. WARRANTY AND LIABILITY.

8.1. The Supplier guarantees the products sold both for the quality of the materials and their workmanship and for their compliance with the technical specifications and testing if required. In case of product defects during the warranty period, the Supplier, at its sole discretion, undertakes to replace or repair the product in its own laboratory.

8.2. Should the Supplier be requested to carry out the intervention under warranty outside its premises, all labour and travel expenses will be charged exclusively to the Customer.

8.3. If not differently indicated in the offer or in the order confirmation, the warranty will last 24 months for hardware and 12 months for any kind of software, from the delivery date or from the testing date if foreseen.

8.4. The warranty will operate exclusively for the products purchased directly from the Supplier or from the eventual authorized distributors.

8.5. With the exclusion of cases of fraud or gross negligence, in no case shall the Supplier be liable for damage to persons or things deriving from the use of the product supplied. The responsibility will not extend in any case to indirect damages, not foreseeable and in any case outside the hypothesis for which the warranty on the product can operate.

8.6. The Customer is aware that the unauthorized manipulation of any hardware and software part will void the warranty on the product, also allowing the Supplier to take legal action to protect his rights and reasons. Possible damages deriving from manipulation by the Customer are at the exclusive charge of the same and no responsibility is attributable to the Supplier.

8.7. The software installed by the Supplier on the devices sold to the Customer - whether paid, freeware or opensource - can be installed by him as a license granted by the same developer.

8.8. The Supplier, however, will not install, even if this is done at the specific request of the Customer, software for which installation by third party resellers or for commercial purposes is prohibited. The Supplier, in this regard, will not be responsible for any installation, subsequent to the sale of the hardware product, carried out directly by the Customer, of the prohibited software referred to in this paragraph. The possible installation will not involve the Supplier's responsibility for an incorrect use of the same software or for damages to the hardware caused by the same. The Customer accepts as of now to relieve the Supplier from any responsibility in this sense.

#### 9. RIGHT OF WITHDRAWAL.

9.1. According to Art. 5 DL 185/1999, if the customer is a consumer (ie a person who buys goods for purposes not related to his professional activity, or does not make the purchase order form by indicating a reference to VAT), has the right to terminate the purchase contract, except as indicated.

9.2. To exercise this right, the Customer must send the Supplier a registered letter with return receipt to that effect, within 10 working days from the date of receipt of the goods. Once the above-mentioned communication of withdrawal has been received, the Supplier will communicate to the Customer the instructions on how to return the goods, which must be received within 10 days from the authorization.

9.3. The right of withdrawal is however subject to the following conditions:

- 1) The right applies to the product purchased in its entirety (it is not possible to exercise withdrawal only on part of the product purchased);
- 2) The right does not apply to products once used;
- 3) The purchased goods must be intact and returned in original packaging, complete in all its parts (including packaging and any documentation and accessory equipment: manuals, etc.);

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- 4) By law, the shipping costs for the return of the goods are charged to the customer;
- 5) The shipment, up to the happened reception, is under complete responsibility of the Customer;
- 6) If the goods are damaged during transport, the Supplier will notify the Customer of the event (within 5 working days of receipt of the goods), to enable him to file a timely complaint against the shipper of his choice and obtain reimbursement of the value of the property (if insured), in this case, the product will be made available to the customer for its return, simultaneously cancelling the request for withdrawal.
- 7) The Supplier is not responsible in any way for damage or theft / loss of goods returned by uninsured shipments;
- 8) Upon arrival at the headquarters of the Supplier, the product will be examined to assess any damage or tampering not resulting from transport. If the packaging and / or the original packaging are damaged, the Supplier will deduct from the refund due to a percentage, but no more than 10% of it, as a contribution to the costs of restoration.
- 9.4. Without prejudice to any repair costs for damage to the original packaging, the Supplier will refund the customer the full amount already paid, within 30 days of receipt of notice of withdrawal.
- 9.5. The right of withdrawal lapses totally, for lack of the essential integrity of the good (packaging and / or its contents), where the Supplier finds that
  - 1) The lack of the outer packaging and / or the original inner packaging;
  - 2) The absence of integral elements of the product;
  - 3) The damage to the product for reasons other than transportation.
- 9.6. In case of forfeiture of the right of withdrawal, the Supplier will return to the customer the property purchased by charging the same shipping costs.

#### 10. RESERVATION OF PROPERTY.

- 10.1. The products are intended to be sold with the reservation of ownership that will be transferred to the customer at the time of their full delivery.
- 10.2. The Purchaser undertakes not to divulge any information in his possession during the supply relationship that may prejudice the Supplier's confidentiality regarding prices, technologies, materials, schemes, technical solutions and names of the Supplier's customers. Such information shall not include information that is in the public domain and that is derived from commercial material and/or the Supplier's official documents. The Customer undertakes to involve its personnel, its suppliers and anyone related to it in not disclosing this information.
- 10.3. In the event that a breach of this confidentiality is detected and proven, the Supplier reserves the right to suspend any supply and to take legal action.

#### 11. BRAND.

- 11.1. Supplies, even if they are part of a continuous or periodic contractual relationship, do not give the customer any right whatsoever to use, in any form, the Digifast Multimedia Station trademark.

#### 12. MAJOR FORCE.

- 12.1. Any non-fulfilment (total or partial) by the Supplier shall be justified in the event of force majeure. The following causes are included: total or partial interruption and/or suspension of work caused by any labour unrest or strike, including company strikes, plant breakdowns and/or stoppages, delays due to suppliers, difficulties in procuring materials, transport interruptions, pandemics, etc.

#### 13. SUPPLIES OF SOFTWARE.

- 13.1. The technical characteristics of the Software are requested by the Customer. If the Customer is asked to cooperate in the drafting of the technical specifications, the Customer is always responsible. No responsibility is attributable to the Supplier.
- 13.2. The quotation of the cost and delivery times of such software shall be made by the Supplier only after the specifications have been communicated by the Customer and accepted by the Supplier.
- 13.3. The realization of the software will start only after the order has been received by the Customer.
- 13.4. The delivery date and costs may be subject to changes as a result of delays or increases in the specifications with which the Customer places the order. The eventual new delivery date and the related costs will be the subject of a new agreement with the Customer.
- 13.5. If not differently specified in the offer, the software will be realized at the Supplier's premises.
- 13.6. Unless otherwise specified in the offer, the software shall not be put into service at the Customer's premises.
- 13.7. If not differently specified in the offer, the software has a warranty, ex Supplier, of 12 months from the date of testing of the software itself. The test will have to happen within 30 days from the date of delivery of the software. If the testing does not take place within 30 days from the delivery date, the warranty period shall start after 30 days from the software delivery date.

13.8. The document of testing of the machine will be stipulated by the Supplier together with the Customer. On this document there could be also notes about eventual functionalities foreseen by the specification but not implemented or about functionalities implemented but not initially foreseen in the specification.

13.9. Any changes, additions or cancellations that may be required must be discussed and approved and may result in a new quotation or contract which may alter both the cost and the delivery date. If no agreement is reached on the new conditions, the contract will be deemed to have been concluded and the Client undertakes to pay the Supplier's costs incurred to date.

13.10. Eventual modifications added after the delivery of the software and however within the warranty period will be discussed time by time in order to evaluate if they are to be considered under warranty or out of warranty as not foreseen in the specifications.

13.11. Any changes/additions that are requested after the warranty period will always be evaluated with a new specification and a new offer.

13.12. The warranty of the software will be void if the Customer manipulates the software during the warranty period.

#### 14. DATA PRIVACY.

14.1. The Supplier, as Data Controller, will process the data relating to the Customer in electronic and/or paper form, according to principles of lawfulness and correctness and in compliance with Legislative Decree no. 196/2003 and ss.mm.ii of the EU Regulation no. 679/2016 of 27/04/2016.

#### 15. COMPETENT COURT.

15.1. For any dispute relating to the interpretation, execution and termination of the contract will be the exclusive jurisdiction of the Court of Milan, unless the customer has acted and concluded this contract as a consumer for purposes unrelated to the business or professional activity carried out, in which case will be the exclusive jurisdiction of the Court of the place where the customer has its residence or domicile, if located in the territory of the Italian state.

#### 16. DOMICILIATION OF THE PARTIES.

16.1. The Parties will be domiciled at their respective registered offices or domicile in the case of consumer customers.

16.2. For the service communications deriving from the execution of the contract, the notified domiciles will be valid, without any constraint of particular formalities.

#### 17. COMUNICAZIONI E FORMALITÀ.

17.1. All notifications and other communications relating to the contract will be made and sent in writing, also by e-mail, to the address provided by the Customer to the Supplier and vice versa.

#### 18. ALL-INCLUSIVE CONTRACT. PREMISES.

18.1. No amendment or addendum to the contract shall be effective between the parties unless specifically approved in writing by them.

18.2. The parties mutually acknowledge that the premises of these General Conditions are to be understood as an integral part of the same and, therefore, of any contract entered into by the Supplier.

#### 19. INTERPRETATION OF THE CONTRACT.

19.1. The eventual invalidity or ineffectiveness of one or more contractual clauses shall in no case affect the validity or ineffectiveness of the other contractual clauses.

19.2. In case of conflict between the rules contained in these General Conditions and any other rules agreed upon in writing between the parties, the latter shall prevail pursuant to Art. 1342 of the Italian Civil Code.

19.3. The General Conditions, as well as every order and supply connected to them are governed by Italian law.

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