



## GENERAL CONDITIONS OF SALE – B2B

The General Conditions of Sale (“GCS”) – defined and published on the website [www.veleriasangiorgio.com](http://www.veleriasangiorgio.com) on 21/02/2022 (the “Website”) – are valid for any sales contract (as defined herein) between the Seller (as defined herein) and the Buyer (as defined herein), even if not expressly accepted or invoked. The Contract (as defined herein) is governed by the GCS in force at the time of conclusion of the Contract itself. The Seller reserves the unquestionable right to modify, integrate or vary the GCS at any time and in every part and to send the updated copy of the GCS to the Buyer.

### 1) Definitions

Without prejudice to any other definitions cited in this document, the terms and expressions mentioned in these GCS have – when written with a capital letter – the meaning specified below:

- “**Buyer**”/“**Customer**” - means the natural or legal person who purchases the Seller’s products in the conduct of their professional or commercial activity;
- “**GCS**” - means the terms and conditions in this document, which form an integral part of the Contract entered into between the Seller and the Buyer for the purchase and sale of the Products;
- “**Contract**” - means the agreement between Seller and Buyer for the transfer of Products upon the payment of a price;
- “**Party**” - means the Buyer or the Seller individually;
- “**Parties**” - refers to the Buyer and the Seller jointly;
- “**Product**”/“**Products**” - means any product sold by the Seller, as resulting from the price list in force at the time of the conclusion of the Contract;
- “**Seller**” - means Veleria San Giorgio Srl, with registered office in Via Alcide De Gasperi 37H - 16030 Casarza Ligure (GE), with VAT no. 01024820803, listed in the Genoa Business Register and REA under GE - 347119, having Tel. +39 0185467701, Fax +39 0185 467050, email address [info@veleriasangiorgio.com](mailto:info@veleriasangiorgio.com) and certified email address [info@pec.veleriasangiorgio.com](mailto:info@pec.veleriasangiorgio.com).

### 2) Conclusion of the Contract

#### a) General Regulations

The Contract is concluded when:

- a) the Purchaser, even with manifest intent – such as, by way of example, the payment of all or part of the price for the supply – accepts the contractual offer without any modification, by any means formulated (including by email) by the Seller;
- b) the Seller, even with manifest intent – such as the delivery of the Products – accepts the contractual offer without any modification, by any means formulated by the Buyer;
- c) the Purchaser, by any means and also upon manifest intent (such as, by way of example, the transmission to the Seller of a confirmation email or the payment of all or part of the price of the supply), accepts the novative contract offer

without any express and specific modification, by any means communicated, as formulated by the Seller in response to the original offer of the Buyer.

In any case, it should be noted that to each individual Contract entered into as above: (i) these GCS apply, even if not reported and expressly accepted, unless they are explicitly waived in writing by mutual agreement of the Buyer and Seller; (ii) the particular conditions of sale agreed upon on each occasion between the Parties with reference to aspects not specifically regulated by the GCS or agreed in express derogation from these GCS, must in any case be in writing upon agreement of the Parties. Therefore, any contractual conditions differing from those referred to in this document – even if reported in writing in any other document (forms, emails and tables, etc.) coming from the Buyer shall be worthless unless expressly accepted in writing by the Seller. Under no circumstances may the Seller’s conduct be assumed to demonstrate acceptance of contractual conditions other than those referred to in these GCS.

#### b) Access to the Website

The Buyer can make an offer to purchase the Products also online, by accessing the Website.

**The presentation of the Products on the Website merely constitutes an invitation to offer via submitting the order form.** The Buyer’s order constitutes a contractual purchase offer addressed to the Seller for the Products indicated in the order form.

More specifically, any Customer who intends to view the Product catalogue on the Website and formulate a purchase offer online must first complete the registration process on the Website itself, providing the requested information and personal data, as indicated in the specific section. Before registering, the Buyer is required to carefully read the Privacy Policy, also reported in Article 11 of the GCS.

After selecting the Products of interest and adding them to the virtual cart, the Buyer will be able to proceed by following the specific instructions regarding the payment methods and, after viewing a summary page of the purchase offer, confirm the offer itself (the “**Order**”). By sending the Order according to the procedures set out in the operating instructions on the Website, the Customer declares having read all of the information provided to them during the procedure and to fully accept the GCS. If the Customer has made a mistake in filling out the data required for registration or in filling out the Order, they will be responsible for reporting the error by sending an email to [info@veleriasangiorgio.com](mailto:info@veleriasangiorgio.com).

Upon receipt of the Order, the Seller will send the Buyer a message confirming the Order has been received (“**Order Receipt Confirmation**”). The Order Receipt Confirmation does not constitute acceptance of the Buyer’s purchase offer. By sending the Order Receipt Confirmation, the Seller merely confirms to the Customer having received and subjected the Order the processes for verifying the data and the availability of the requested Products. This confirmation message will indicate a “Customer Order Number” to be used in any subsequent



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communications with the Seller. In addition to the information required by law, the message contains all the data entered by the Customer, who undertakes to verify its correctness and to promptly communicate any corrections to the standard email address of [info@veleriasangiorgio.com](mailto:info@veleriasangiorgio.com).

The Seller informs that each Order is stored in digital form on the server and in hardcopy at the Seller's headquarters, according to the criteria of confidentiality and security.

Each Contract stipulated between Veleria San Giorgio Store and the Customer via accessing the Website must be considered as concluded upon the express acceptance of the Order by Veleria San Giorgio Store. At its sole discretion, Veleria San Giorgio reserves the right to accept or not accept the Order submitted by the Customer, without the latter being able to make any claims or assert rights of any kind, for any reason, in the event of non-acceptance of the Order.

### 3) Object of the Contract – Product Characteristics

Each Contract concerns only the Products expressly indicated in the contractual documents.

The Seller declares that the Products comply with the applicable international industry standards but specifies that the characteristics and technical specifications of the Products, reported on any medium including the Website, are indicative and non-binding. Any errors in the price lists, catalogues, order acceptance, invoices, and so on, including calculation and copying errors, are not binding for the Seller and do not imply any obligations or responsibilities on the latter. Catalogues, brochures, drawings and flyers published by the Seller, as well as the information contained therein, are not binding for the latter unless expressly confirmed in the Contract with a specific clause signed by the Seller.

The prices in the current price list are not binding and are net of taxes, packaging, transport, insurance, any customs duties, excises and any other dues not expressly cited.

### 4) Terms of Delivery

Delivery times are purely indicative. Any extensions or delays will not in any case entail any liability or compensation for damages for the Seller.

### 5) Shipping and Packaging

Shipments are made ex Casarza Ligure (GE) and travel at the Buyer's risk and peril, even if sold carriage paid. If agreed upon in advance, shipment may be borne by the Seller and charged to the Buyer on the invoice, to be effectuated via a means considered most suitable by the Seller.

Where required, standard packaging quantities must be respected. Any different quantities shall be charged with a surcharge of 20% on the single price of the excess material.

The packaging will be charged as a percentage of 1% of the value of the goods shipped.

The following minimum orders are envisaged:

- €50.00 + VAT for orders of flags only;

- €150.00 + VAT for orders of various materials.

For orders of lower amounts, a management fee of €10.00 + VAT shall be applied.

Any damage, breakages or tampering to occur during transportation must be immediately reported to the carrier and the shipment must be accepted with reserve, specifying the exact reason for the reservation on the Transport Document and on the Delivery Note at the time of signing.

Any complaints must be received no later than 7 (seven) days from the date of delivery of the Product. For the purposes of any returns, please refer to the following Article 10.

### 6) Prices – Payment terms – Breaches

The Product prices indicated in the Price List in force at the time of the conclusion of the Contract are understood as being in euro, net of VAT, and refer to the Seller's standard packaging methods.

All shipments of less than €100.00 + VAT will be forwarded with cash on delivery or advance bank transfer prior to delivery.

All orders for customised products shall be sent upon prepayment of the order.

Self-inflating life jackets are to be sent for inspection with prepayment prior to delivery.

In the event of failure to pay the amounts for the Products within the times and terms agreed upon, the Seller – in addition to any other protection offered by the law, by the GCS or by the specific Contract – may apply default interest in accordance with the provisions of Legislative Decree 231/2002. Non-payment of even a single part of the price by the due date shall result in the Buyer forfeiting the benefit of the time-frame, both for supplies underway and to be executed. The Seller may also invoke the application of Articles 1460 and 1461 of the Italian Civil Code and thus suspend deliveries yet to be completed, with the exclusion of any liability of the Seller for any direct or indirect damages suffered by the Buyer as a result of said suspension.

The Seller may suspend Product deliveries even in the event that the Purchaser, despite not yet being in arrears, has suffered a negative change in their financial conditions or has not provided the promised guarantees.

### 7) Retention of title

The delivered Products remain the exclusive and inalienable property of the Seller until full and unconditional payment of any credit of the Seller, any outstanding invoice and ancillary costs. Until full payment, the Seller has the right to demand the immediate return of the Products and recover the Products themselves at the expense of the Buyer.

The Buyer must keep and maintain the Products delivered in good faith until the successful outcome of the entire payment. The Buyer must refrain from engaging in acts or behaviours that prevent the Seller from validly exercising the rights mentioned above.



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Tel. +39 0185 46.77.01 switchboard - Fax +39 0185 46.70.50 - [info@veleriasangiorgio.com](mailto:info@veleriasangiorgio.com) - [www.veleriasangiorgio.com](http://www.veleriasangiorgio.com)  
Business Registry of Genoa no. 01024820803 – REA (GE) 347119 – Fully paid-up Share Capital 650,000.00 euro



From the moment of delivery, the Buyer must ensure that the Products remain easily identifiable until full and unconditional payment mentioned above and assumes all risks, including by way of example the case of partial loss or deterioration of the Products.

The Buyer is obliged: a) to report to the Seller in writing, by registered letter RR o by Pec, the execution of seizures and foreclosures on assets subject to the retention of title or rights claimed by third parties; b) to report to the Seller, by registered letter RR o by Pec, the request and the opening of insolvency proceedings against the Buyer and to allow the Seller to take back possession of the Products subject to the retention of title, without complying with notices and formalities of any kind; c) to collaborate with the Buyer and to provide the Seller with the necessary consents and activities, in order to formalize the retention of title at each location.

## 8) Force Majeure

The Seller may suspend the execution of its obligations deriving from each specific Contract when such execution is rendered impossible or objectively excessively burdensome due to an unforeseeable circumstance beyond its control. In such cases, the deadline for executing the supply shall be extended for a period equal to the duration of the force majeure event (“**Force Majeure**”).

Should the impediment persist for a period exceeding 60 (sixty) days, the Seller may withdraw from the specific Contract by giving written notice to the other Party.

Purely by way of example, the Parties acknowledge that a “Force Majeure” for the Seller can include the occurrence of situations such as wars, fires, earthquakes, floods, tsunamis, pandemics, strikes, difficulties arising with the workforce, shortages or problems in the supply of raw materials, restrictions on the use of energy, suspension or complications regarding transport, plant breakdowns, acts of public authority or any other situation that cannot be reasonably foreseen or which the Seller cannot remedy through ordinary diligence.

## 9) Legal Warranty

The Seller guarantees that the Products are free from flaws and defects. The legal guarantee operates within the limits of Article 1495 of the Italian Civil Code, without prejudice to the further limitations referred to in this Article, as well as the provisions applicable to international sales.

In the event that the Purchaser detects any Product defects, they must notify the Seller in writing, under penalty of forfeiture, within 8 (eight) days from the discovery of the defects. The report must include the billing information and a precise description of the claimed defect accompanied – when possible – by photographic evidence.

The actions of the Purchaser aimed at enforcing the warranty for defects is nonetheless prescribed as being within 12 (twelve) months from delivery of the Products.

If the defects reported by the Buyer are ascertained, the Seller will either repair or replace the defective Products, at its own discretion and expense. If neither repair or replacement is possible, the Purchaser will be entitled to a refund of the price paid and to the reimbursement of the costs associated with transport, with the exclusion of any other compensation for direct and/or indirect damages originating from the Product defects. The costs associated with the return shall be borne by the Seller.

The Purchaser acknowledges and declares excluded from the guarantee any fault or defect deriving from improper use, modification or alteration or from a lack of maintenance of the Products themselves, attributable to the Purchaser.

## 10) Returns

**Conditions for authorised return of materials.** Returns of goods must always be agreed upon in advance and authorised by the Seller, respecting the following conditions:

- the return of the goods must be accompanied by the Buyer's Transport Document indicating the following address as the destination: Veleria San Giorgio S.r.l. – Via Alcide De Gasperi 37H – 16030 Casarza Ligure – Genoa – Italy;
- the number communicated at the time of the return authorisation must be shown on each package shipped and on the Transport Document – any returns that arrive without this return number will be rejected without prior notice and at the responsibility of the Seller;
- no goods not indicated on the return authorisation document provided are to be added inside the packages, otherwise the goods will be rejected and returned to sender;
- the returned Products must arrive perfectly intact and correctly packaged;
- the shipment must be made according to prior agreements with the Seller or else, even if complete with the return number, the goods will be rejected and returned to sender;
- returns must be made within 15 (fifteen) days from the date of authorisation for the return;
- failure to comply with the above conditions shall result in the forfeiture of the return authorisation.

**Return of Defective Products.** Without prejudice to the provisions of above Article 9, in the event of defective Products, it is possible to request a return through the following procedure:

- contact the Area Agent or the Veleria San Giorgio Sales Office;
- a return authorisation number shall be issued to be used for shipping;
- the return authorisation number must be visibly added to the package, which must be sent to the Seller at the Buyer's expense;



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- once the actual existence of the defective condition of the Product has been assessed, the Seller will proceed with the replacement or crediting of the Product in accordance with Article 9 herein.

**Returns due to Incorrect Shipments.** Should there be any discrepancy regarding the materials (in terms of quantity or type of Product) received with respect to the contractual documents, the Area Agent or Sales Office must be contacted in writing within 7 (seven) days from the date of delivery, attaching a photograph of the Product received. It will be necessary to wait for the return authorisation number before sending the material.

**Commercial returns.** This refers to requests to return unused and intact Products, in their original packaging and without visible defects. Such requests must be made to the Seller's Sales Office of reference within 30 (thirty) days from the delivery date. The Seller has the right to accept the request or not. There is a charge for commercial returns: €10 + VAT for each item code + 5% of the return amount.

### 11) Processing of Personal Data

In compliance with EU Regulation 2016/679, of the European Parliament and Council of 27<sup>th</sup> April 2016 (GDPR), effective from 25/05/2018, and with the provisions of Legislative Decree 196/2003 (Privacy Code), as integrated and amended by Legislative Decree dated 10<sup>th</sup> August 2018, the personal data provided by the Buyer or acquired by the Seller as part of their business, being necessary to execute the Contract, shall be processed in compliance with the legislation on privacy and the principles of correctness, lawfulness, transparency and to protect the Buyer's confidentiality and rights. Please refer to the Privacy Policy published on the website [www.veleriasangiorgio.com](http://www.veleriasangiorgio.com).

### 12) Applicable Law - Jurisdiction

Each Contract entered into between the Buyer and Seller, to the extent not expressly regulated by these GCS, is governed by Italian law.

In the event of an international sale, the 1980 Vienna Convention will apply and, to the extent not regulated by this Convention, the rules of the Italian Civil Code shall apply.

Any dispute arising between the Parties regarding the interpretation, validity or execution of each Contract regulated by these GCS will be subject to the exclusive jurisdiction of the Court of Genoa.

### 13) Final Provisions

The invalidity in whole or in part of any individual provisions of these GCS does not impact upon the validity of the remaining provisions. These GCS may be modified, integrated or changed exclusively by the Seller and in writing, in accordance with the provisions of the above Article 2.

These General Conditions of Sale are drawn up in Italian and English and, in the event of any divergence, the original text will prevail over any other translation.

The GCS may be downloaded from the Website and can be printed or archived on the Purchaser's devices.



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