



GT Line srl a socio unico- Via del Lavoro, 9 - Loc. Crespellano - 40053
Valsamoggia (Bo) Italy
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Cap. Soc. 1.500.000 Euro i.v. - R.E.A. 336118 - M. BO 008491 - C.F. 04067070377
Reg.Imp. Bo 04067070377 - P. IVA IT 00696831205



GENERAL SALES TERMS AND CONDITIONS

GT LINE S.R.L. a socio unico

1. Subject and Scope of application

a) These General Sales Terms and Conditions are to be considered valid and effective for each subsequent order sent by the buyer, meaning the natural person or legal entity from which the Seller (as defined below) receives a purchase order (hereinafter "Buyer") and for each single supply by the company GT Line Srl with registered office in via del Lavoro No.9 Loc. Crespellano - 40053 Valsamoggia (BO), (hereinafter "Seller" or "GT LINE"). Exceptions or changes to these General Terms and Conditions will be valid only if agreed and accepted in writing by the Seller and will only apply to the sales to which they refer. Therefore, any provision introduced by the Buyer in orders or any other document sent to the Seller that is in conflict with or in addition to these General Terms and Conditions, will be considered null and void unless expressly accepted in writing by the Seller. By sending an order or confirmation of an offer to GT LINE, the Buyer recognises the General Terms and Conditions as accepted and binding.

b) Without prejudice to the fact that these General Terms and Conditions are valid for each subsequent supply, the parties expressly agree that each single order completes a single sale and that any continuous and exclusive relationship must be expressly excluded.

2. Offers and Orders

a) Following the written confirmation by the Buyer of the offers and/or written proposals of GT LINE, the same are to be considered accepted and irrevocable. Unless otherwise agreed and notwithstanding the provisions of Art. 1328 of the Italian Civil Code, GT LINE's offers and/or proposals are not binding, therefore GT LINE reserves the right to confirm or refuse the Buyer's acceptance in writing within a week.

b) Direct orders, which must be made in writing by the Buyer and sent to GT LINE, constitute an irrevocable order proposal and will be considered accepted, unless they are rejected within one week of receipt by GT LINE.

c) The Buyer declares to be aware that any agreements, negotiations or changes verbally agreed with GT LINE agents/collaborators/personnel have no binding effect, the contract being finalised by GT LINE only after sending confirmation of the order pursuant to the previous Art 2 a) and b).

d) GT LINE reserves the right, at their sole discretion, to accept any requests for changes that may be forwarded by the Buyer in writing after receipt of the written confirmation referred to in Art. 2 a) or upon receipt of the order referred to in Art. 2 b), this being dependent on the production progress of the products ordered. GT LINE will promptly inform the Buyer of any acceptance of a request for changes, it being understood that in the absence of a response one week following receipt of the change request, the request must be considered rejected. Any additional expenses and charges arising from the request for changes and/or additions will remain the sole responsibility of the Buyer.

3. Trademarks and distinctive signs

The Buyer acknowledges and accepts that all copyrights, registered trademarks and any intellectual property rights on all trademarks and content present in advertising material or in any other material intended for third parties, as well as on documents attached to offers and orders are owned by GT LINE and/or licensed by GT LINE. The Buyer also declares to be aware that the representation and



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description of products in brochures, catalogues and illustrative material is for illustrative purposes only, and any discrepancy between the authentic ordered product and the advertised one will not be considered a defect or imperfection.

4. Prices and Payment Terms

- a) Prices are listed in the GT LINE price lists valid at the time of order confirmation or in the specific offer and are net of VAT, which must be paid in accordance with that indicated on the invoice. These prices, except for specific agreements, are intended as "Ex works GT LINE S.r.l. - Valsamoggia (BO) Italy" in compliance with the Incoterms regulations in force at the time the sales contract is finalised and therefore must be understood as net of transport, insurance, packaging or other costs.
- b) Unless otherwise agreed, payment must be made no later than the terms agreed between the parties, to be understood as mandatory, without any deduction, in favour and to the registered office of GT LINE.
- c) In the event of late payment, the Buyer will be required to pay default interest in accordance with the provisions of Legislative Decree 231/2002, in addition to reimbursing any legal expenses incurred for the recovery of any late payments.
- d) GT LINE has the right, at any time, to suspend or cancel the order or change the payment conditions, if at their sole discretion, the Buyer's solvency status is impaired or deteriorated; if at the date of delivery the customer has not yet paid the amount due (payment of the advance price, for previous supplies or standard guarantees), GT LINE will be entitled - without any resulting indemnity or compensation for damage to the customer - to withhold delivery of the goods until payment of any unpaid invoice.
- e) If the Buyer fails to pay the agreed price on time, the contract will be automatically terminated under the Buyer's responsibility and in the event of an agreed payment instalment plan, the Buyer will automatically forfeit the benefit of the plan term, without the need for this to be communicated. GT LINE will therefore have the right to demand immediate payment for all supplies already made, without prejudice to the right to compensation for further damage.
- f) Disputes or complaints do not give the Buyer the right to suspend or delay the agreed payments. The customer will not have the right to raise complaints or bring an action against GT LINE where they have not made any outstanding payments, including payment for the goods to which the complaint refers.

5. Delivery Terms

- a) The delivery terms envisaged in the offers/orders are merely indicative and not binding and therefore GT LINE's liability for delayed delivery must be considered excluded. GT LINE's liability must also be considered excluded in the event of delay as a result of unforeseeable circumstances, force majeure and situations beyond their control, including where such situations are caused by a third party, in the event that some products, accessories and raw materials used for production and distribution are purchased from third party suppliers. In any event, any liability for delay in delivery must be considered excluded, if such delay is as a result of the Buyer's request for changes as accepted by GT LINE. GT LINE also reserves the right to make partial deliveries, excluding responsibility for the delay in delivery for those products not yet delivered.
- b) Unless specifically agreed, delivery is made "Ex works GT LINE S.r.l. - Valsamoggia (BO) Italy" The delivery deadline is considered fulfilled and respected at the time of delivery of the goods by GT LINE personnel to the Buyer or at the time of delivery of the goods to the third party carrier.



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c) With the "Ex works GT LINE S.r.l.- Valsamoggia (BO) Italy" supply in accordance with the Incoterms rules in force at the time of finalisation of the sales contract, any liability and risk inherent in the transport of the goods are transferred to the Buyer; this also applies in the event that the goods are transported directly by GT LINE on request and assignment by the Buyer.

6. Warranty terms and claims for defects

- a) The Buyer undertakes to check the goods at the time they are unloaded from the transport means. Any complaints relating to the condition of the packaging, the quantity, number or external characteristics of the goods (obvious defects) must be reported in writing under penalty of forfeiture within eight days from the date of receipt of the goods, attaching the delivery note and a specific description of the nature of the defect; any hidden defects and faults must be reported within 8 days of discovery and in any event no later than 12 months from receipt of the goods. GT LINE accepts no responsibility for defects not reported within the indicated terms.
- b) The Seller makes no warranties and accepts no responsibility: for defects deriving from incorrect transport methods; if the Buyer's payments are not up to date; if the goods have been stored, used or maintained in a manner that does not comply with the instructions for use; for installation, cleaning or maintenance in a careless, imprudent or incompetent way; if the products have been modified or tampered with or have been used for purposes other than their normal intended use; as well as for all cases of damage arising from a situation caused by the Buyer, the end user, persons related to them or by third parties in general, to which the Seller has no obligation.
- c) Following a complaint, GT LINE will have the right, at their sole discretion, and without prejudice to the acceptance of the defect by GT LINE, to alternatively and at their sole discretion, replace or repair the goods themselves, or reduce the price. It will also be exclusive right of GT LINE to check the defective goods on site or request the return of the product at the customer's expense. The disputed goods can be only be returned to GT LINE with their specific authorisation.
- d) The warranty in question is limited to the repair of the defective product, or if GT LINE chooses, to the replacement of the same or the refund of the price paid, excluding any further charges for direct or indirect damages including loss of profit and loss of earnings.

7. Processing of Personal Data

GT Line pays close attention to the protection of personal data that are provided to execute commercial relationships and provide the services offered in the best possible way, to ensure they protect the third parties with whom they come into contact on a daily basis. To this end, GT Line has fully implemented the provisions of European Regulation No. 679/2016 (GDPR) and amended Legislative Decree No. 196/2003 (so-called "Privacy Code") regarding the protection of personal data and has prepared and implemented internal management procedures that are fully compliant with current regulations.

The constantly updated version of the personal data processing policy pursuant to Art. 13 of the GDPR, concerning the purposes and methods of the processing carried out in relation to personal data acquired for the purpose of executing this commercial relationship, as well as any methods of issuing or revoking consent, can be found in the "Company" section on the following corporate websites: www.gtline.com and www.explorercases.com.

8. Administrative Liability pursuant to Legislative Decree 231/2001

The Buyer declares to be aware of the provisions of Legislative Decree 231/2001 detailing the "Discipline of the administrative liability of legal persons, of companies and of associations even without a legal status" as amended.



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A summary of the Organisation, Management and Control Model pursuant to Legislative Decree 231/2001 ("Model"), as well as the GT Line Code of Ethics are available on the www.gtline.com and www.explorercases.com websites in the "Governance" section.

The Buyer declares to be fully aware of the obligations and duties that arise from them, thereby undertaking to behave in a consistent and compliant manner with the Model and Code of Ethics of GT Line Srl. They also declare that they are not subject to any of the sanctions provided for by Legislative Decree 231/2001 and that no action is pending against them in relation to this legislation.

Failure to comply with the above obligations and commitments will constitute a serious contractual breach and will entitle GT Line to terminate the contract, with immediate effect, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, without prejudice to compensation for damages.

9. Applicable law and Jurisdiction

a) These General Terms and Conditions, as well as each sales contract finalised between the Seller and the Buyer are governed by Italian law and the Vienna Convention of 1980 on the international sale of movable property.

b) The Court of Bologna will have exclusive jurisdiction and competence for any disputes arising from these General Terms and Conditions and/or from contracts finalised between the Seller and the Buyer. It is understood that only the Seller at their own discretion has the right to waive the exclusive jurisdiction of the court referred to in the previous paragraph to take legal action against the Buyer at their place of domicile and at the competent Court therein.

10. Final provisions

In the event that one or more clauses of these Terms and Conditions are deemed invalid and/or inapplicable, this does not affect the validity and/or applicability of the remaining clauses. These General Sales Terms and Conditions are written in Italian, in the event of any divergence, the original text will prevail over any translation.

11. Express specific approval

By sending an order or confirmation of an offer to GT LINE, the Buyer declares to have read, approved and expressly subscribed to the following clauses pursuant to articles 1341 and 1342 of the Italian Civil Code: 1.a) Validity of the Conditions for all sales; 2.a) Irrevocability of written confirmation - option right for GT LINE; 2.b) Irrevocability of the order; 2.d) Requests for additions and changes; 3) Trademarks and distinctive signs; 5.a) Exemption from liability for delivery delays/partial deliveries; 6.b) Transport risk borne by the customer; 4.d) Rights of GT LINE in case of non-payment or delayed payment; 4.e) Termination of the contract and forfeiture of the benefit of the term; 6.a) Complaints of defects; 6.b) Cases of exclusion of GT LINE's liability; 6.c) Rights of GT LINE in the event of complaints of defects; 6.d) Exclusion of compensation for direct and indirect damages; 7) Processing of personal data; 8) Administrative Liability pursuant to Legislative Decree 231/2001; 9) Applicable law and Jurisdiction.

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