



GENERAL CONDITION OF SALE

These General Conditions of Sale, if not derogated from the particular conditions contained in the Order Confirmation, regulate the orders of Gortani S.r.l. Products (hereinafter referred to as SELLER), which reserves the right to make, modify and/or vary them by attaching these changes and variations of the offers to any correspondence sent to the buyer (hereinafter referred to as BUYER).

Art. 1 - Confirmation of Supply

With the signing of the Confirmation of Supply by Gortani S.r.l. the order will be firm and irrevocable and these general conditions of sale must be generally and unequivocally accepted from that time. The BUYER party must access the SELLER's website and to download and print a copy of the General Conditions of Sale

Art.2 - Subject matter

These General Terms of Sale only govern the offer and order confirmation of Gortani Srl products and not those of service providers and/or sales of products by subjects other than the SELLER who may be present on the same site through links, banners or other hyperlinks

Art.3 - Order Changes

3.1. In case of changes and/or integrations requested by the BUYER, those would be communicated in writing and separately from the Order Confirmation.

3.2. Those changes and/or integrations will be applied to the Order Confirmations and/or will be executed, only if they are countersigned for acceptance and confirmation from the SELLER within 8 days from the moment they are received. Failing this, the changes and/or integrations required will not be implemented.

3.3. The SELLER can suspend the execution of the original Order Confirmation until any renegotiation of the same.

3.4. After 6 months, however, unless otherwise agreed, the BUYER will be entitled to revert to the original Order Confirmation without any changes and/or integrations. In case of suspension and subsequent resumption of the execution of the original Order Confirmation and/or acceptance of any changes and/or additions made by the buyer and accepted by the SELLER, the delivery period indicated in the Original Order Confirmation will be modified and adapted to the period of time subject to suspension.

Art.4 - Price

The prices applied are those reported in the Order Confirmation, that the BUYER, with signing of this contract, states that he has accepted.

Art.5 - Payments

5.1. The payment of part of the price, as written in the Order Confirmation, is considered down payment or confirmatory deposit (pursuant to Article 1385 of the Italian civil law).

5.2. If there is a counterparty default, the SELLER may withdraw from the contract withholding the paid deposit, without prejudice to the right of the latter to demand the execution of the contract in any case the compensation for damages as per law and according to the general rules.

5.3. The default of the debtor (BUYER), even in the event of omission of a single payment, will result in the forfeiture of the benefit of the term and the SELLER may terminate the contract pursuant to and for the effects of article 1455 according to the Italian civil law.

5.4. The SELLER will also be entitled to suspend the current order, thus relying on the exception of no-compliance referred to in article 1460 according to Italian civil law. Under no circumstances will the BUYER be able to suspend or delay payments, even in the event of a dispute, complaint or controversy.

Art.6 - Retention of Title Agreement and Transfer of Ownership

6.1. The products remain the property of the SELLER until the final payment of the price. In the event that the BUYER has sold the products before the whole payment, the SELLER will automatically subrogate himself to the third buyer and the eventual proceeds will be held by the BUYER on behalf of the SELLER and promptly transmitted to him until the full payment of the whole price due by the BUYER for the supply.

6.2. In any case the risks arising from loss or damages for any reason suffered by the Products will be charged to the BUYER.

Art.7 - Technical Acceptance

7.1. For each supply of Products, the SELLER will provide for the drawing up of executive charts that must be signed for acceptance by the BUYER within 10 days from the moment they are received, in the event of 10 unprofitable days after their receipt, the implementing methods of the work will be considered accepted and approved by the BUYER himself.

7.2. The works of placement, installation and testing of the goods supplied, where provided, will be carried out by the SELLER or possibly by third parties expressly appointed by the SELLER, on the site where the goods will be assembled and installed, the BUYER must have prepared, within the delivery time specified in the following Article 8:

- Suitable space for the storage of goods;
- Empty spaces complete with floors and installations, including electrical Energy supplies for 220-380 V.;



Art.8 - Delivery Terms

8.1. The terms of Delivery are those indicated in the Order Confirmation.

8.2. In case of force majeure and/or in the event of epidemics and / or health pandemics as well as for any other unforeseeable event beyond the reasonable control of the SELLER (losses, damages or delays caused by strikes, labor unrest, lockouts, fortuitous case, fire, shortage or absence of raw materials, delays by carriers or in delivery of raw materials by suppliers, adjustment to legal provisions, government orders or regulations, valid or not, insurrections, state of war or similar acts, natural events, embargoes and / or any other type of similar events occurring in the country of the SELLER or also in the country of the BUYER and / or destination of the supply or even in the countries through which the supply must transit according to the itineraries and ordinary commercial channels the expiry of the terms will remain suspended from the day on which the impediment occurs until the termination of the same.

8.3. In all the cases referred to in the previous point, the failure or delayed execution of the obligations by the SELLER may not constitute a contractual breach and it will be the right of the seller to dissolve the contract if such events have a non-negligible duration and in any case such as to not allow the fulfillment of the supply without the SELLER being liable for penalties, indemnities and / or compensatory obligations in favor of the BUYER for these reasons.

8.4. The BUYER must do every necessary and/or useful act to facilitate the taking over of the goods both in terms originally agreed and subsequently modified.

8.5. Regardless of what is agreed with the Order Confirmation, the transfer of risks will take place upon delivery of the goods to the BUYER's domicile, unless the collection of the goods by the BUYER is from the SELLER's premises, in this case the transfer of risks will take place from the time of delivery of goods to the carrier and/or to the person appointed by the BUYER and/or the BUYER himself.

8.6. The BUYER may not object to any suspensions and subsequent resummptions of the positioning, installation and testing of goods supplied in relation to the technical and productions requirements of the goods indicated in the Order Confirmation. In this case the deadline for the completion of the aforementioned works will be automatically extended by a period equal to the suspension period. If the SELLER is unable to deliver the goods, or the BUYER is unable to collect according to the terms indicated in the Order Confirmation for reasons not attributable to the SELLER (for example suspensions, construction delays, unavailability of spaces or for other reasons attributable to the BUYER) the SELLER following the communication of "goods ready" will proceed to the simultaneous invoicing of the goods, the BUYER will pay according to contractual agreements. Materials will temporary be stored inside/outside the SELLER's premises without additional charge for a maximum limit of 30 days, except for handling and warehouse management costs. After this deadline each handling and further storage charge will be borne by the BUYER with a daily (calendar days) charge of 10 Euro (ten Euro) for each item. The SELLER declines any liability of goods in temporary storage at the SELLER's premises.

Art.9 - Transport

The cost of transport shall be borne by the BUYER, unless otherwise agreed in writing.

Art.10 - Complaints

10.1. The goods must be examined by the BUYER immediately after collection or delivery. Any complaints for incomplete, erroneous, damaged, defective deliveries and/or inaccurate data for the realization of the products must be communicated to the Seller in **writing by registered mail** under penalty of forfeiture within 8 days of delivery. Return of goods will not be accepted if not authorized in writing by the SELLER.

10.2. If, in addition to the sale of the goods, the SELLER is also commissioned to carry out positioning works and / or installation of systems and testing the goods supplied - the report of vices and / or defects in the goods supplied and installed must be communicated in writing on pain of forfeiture within 60 days of delivery and installation of the goods, including the installation works of the systems, subject to verification of their correct functioning which will coincide with the delivery of the declaration of conformity plate, affixing of the CE marking, of the manuals, and of the machinery directive technical documentation. Returns of goods will not be accepted unless authorized in writing by the SELLER.

Art.11 - Authorization for Subcontracting

11.1. In the cases indicated in Article 9.2 or where, in addition to the sale of the goods, the SELLER must also carry out the work for the installation of the systems and testing the goods supplied at the place indicated by the BUYER, the latter authorizes the SELLER to make use of, at its own discretion, works by third parties charged with carrying out all or part of the construction and assembly works of the tank connection systems and related components. The third-party company appointed must possess the particular technical skills necessary for the activity covered by the contract and will operate with its own organization of means and personnel in compliance with the law and sector regulations (accident prevention, social security and tax regulations rules) and will act under the control of the SELLER.

11.2. In any case, the BUYER is forbidden to carry out works of installation of the systems and / or testing of the goods supplied without the written authorization of the SELLER.

Art. 12 - Limitations of Liability

The SELLER is only liable for damages resulting from lack of conformity of the products. In any case, the responsibility of the SELLER (contractual and non-contractual) may not exceed the total value of the Order Confirmation. The responsibility of the SELLER is always excluded in the cases indicated in point 8.2 and referred to in point 11.2.

**Art. 13 - Warranty**

13.1. The Products are guaranteed and suitable for the use of which they are normally intended and will be guaranteed against faults and defects as by law. No warranty can be provided and no guarantee can be given by the SELLER for uses other than those for which the products are made and sold.

13.2. The warranty only involves the free replacement of the recognized defective goods (or part of it), or the repair of the same, according to the SELLER's opinion, and in the technical times normally required without any right to compensation for damage.

Art. 14 - Changes

Changes made by hand in this document cannot be accepted unless approved, in writing and countersigned by the SELLER.

Art. 15 - Confidentiality

15.1. All documentation made available by the SELLER to the BUYER for the execution of the Order, which contains technical and design information, remains the exclusive property of the SELLER.

15.2. All information, data, knowledge and technical-operational-commercial material made available by the SELLER to the BUYER for the execution of the Order or of which the latter has become aware, even incidentally, are to be considered confidential.

15.3. It is forbidden for the BUYER to copy, use and / or transmit the above documentation and information to third parties, unless expressly and specifically authorized by the SELLER.

15.4. It is the BUYER's obligation to keep all documents and information with the utmost diligence which must be used only for the use of the product supplied with absolute prohibition of further use and/or disclosure to third parties.

15.5. It is forbidden for the BUYER to mention in any document intended for third parties the name of GORTANI s.r.l..

Art. 16 - Privacy Disclaimer

16.1. Pursuant to Reg. 2016/679 / EU, even if only "GDPR", the SELLER informs that the BUYER's data, collected in the execution of the commercial relationship will be processed only for the purposes indicated in the contract and / or in the Order Confirmation and in a functional way to carry out the same, as well as to fulfill the legal obligations and / or requirements of the Privacy Guarantor. The aforementioned data are also processed for statistical and quality control purposes, subject to authorization by providing the express consent of the BUYER.

16.2. The BUYER's data will be processed manually and / or automatically, according to principles of lawfulness and correctness and in order to protect confidentiality and recognized rights, in compliance with adequate security and data protection measures provided for by the Privacy Code and the GDPR.

16.3. The provision of data is necessary for all that is required by legal or contractual obligations and therefore any refusal to provide them or their processing may make it impossible to carry out the same relationships.

16.4. Other data not attributable to legal or contractual obligations essential for the maintenance of supply and / or commercial relationships may be used by the SELLER exclusively for these purposes, without prejudice to the right to withdraw the BUYER's consent.

16.5. Without prejudice to the communications and dissemination carried out in execution of legal and contractual obligations, the data collected and processed may be communicated, for the purposes indicated above, in Italy and in third countries that guarantee an adequate level of data protection and in in any case, all appropriate guarantees will be adopted to protect the rights of the interested party, possibly also by communicating to the aforementioned the place where the data have been made available, as well as the means to obtain a copy.

16.6. The data will be processed for the purposes indicated above throughout the duration of the contractual relationship and also subsequently for the time necessary for the fulfillment of legal and fiscal obligations and in any case for a period not exceeding 10 years.

16.7. With regard to the data themselves, the BUYER may exercise the rights provided for by art. 15 ss. of the GDPR.

16.8. The Data Controller of the Supplier's data is GORTANI s.r.l., via Valli di Carnia, 9, 33020 Amaro (UD), Italy.

Art.17 - Modifications and additions

Any modification is not possible except for by written deed.

Art. - 18 Applicable Law and Competent Court

The Order Confirmation will be governed by the Italian law. Any dispute between the parties in relation to sales will be referred to the exclusive jurisdiction of the Court of Udine. Failure to exercise any of the rights and/or faculties indicated in this contract will result in the refusal to enforce them. Any nullity and/or invalidity of any of the preceding provisions will not result in the nullity and/or invalidity of the other provisions of the conditions of sale, unless the same has been an essential and decisive reason for its conclusion.



**CONSENT FOR CUSTOMERS – EU Regulations 2016/679 Dlgs 30.06.2013 n.196 as amended by Dlgs
10.08.2018 n.101**

The BUYER states that it has reviewed in its entirety the information, freely downloadable from the website www.gortani.com under the heading of information, as provided for by Articles 13 and 14 EU Reg. 2016/679 and expresses the consent and authorizes the company Gortani Srl to treat in any way, communicate and disseminate the common sensitive qualified data necessary for the administrative management of the Order Confirmation and for the execution of the relevant Sales Agreement and this under the REG. EU 2016/679 and later Changes. In the event that the BUYER is unable to view and download the above information, a paper copy of the information will be sent on request. The company Gortani Srl with its registered office at Via Valli di Carnia n.9 - 33020 AMARO (UD) - Tel 0433 94 94 4 - Fax 0433.43195 - E-mail: info@gortani.com for the purposes set by EU Regulation no. 2016/679 and the decree of adaptation of Legislative Decree 10.08.2018 n.101 which amended Legislative Decree 196 of 30 June 2013 and in particular pursuant to art. 12 of the aforementioned regulation and of articles 2,11,13,15, 27 Legislative Decree n.101 / 2018 and artt.2-quinquies, 132-ater, 142 and 166 Legislative Decree n.196 / 2003 concerning the protection of natural persons with regard to the processing of personal data, informs you that the processing of personal data supplied by you and acquired by the company Gortani srl. they will be processed in compliance with the regulations provided by the aforementioned Regulation in respect of the consequent rights and obligations and that:

a) PURPOSE OF THE PROCESSING - The processing is aimed solely at the correct and complete execution of the Order Confirmation and the relevant sales contract.

b) PROCESSING OF PERSONAL DATA - The treatment is carried out through operations, carried out with or without the aid of electronic instruments and consists in the collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison of interconnection use, blocking, communication cancellation and destruction of data. The processing is carried out by the owner and by the appointees expressly authorized by the owner.

c) PROVISION OF DATA AND REFUSAL - The provision of common personal, sensitive and judicial data is necessary for the purposes of carrying out the activities referred to in point a) and the refusal by the interested party to provide personal data makes it impossible to carry out the activity referred to in point a).

d) COMMUNICATION OF DATA - Personal data may be known exclusively by the persons in charge of processing the data pursuant to Article 2-aterdecies of Legislative Decree No. 196/2003 introduced by Article 2 co.1 lett. f) Legislative Decree n.101 / 2018 and can be communicated for the purposes referred to in point a) to external collaborators and in general to all those who are required for the communication to carry out the professional assignment correctly and for the purposes of referred to in point a). Personal data are not subject to disclosure.

e) TRANSFER OF DATA ABROAD - Personal data may be transferred to countries of the European Union or to third countries with respect to those of the European Union or to an international organization, within the scope of the purposes of point a). The interested party will be informed whether or not there is a decision and adequacy of the EU Commission.

f) DATA STORAGE - The data is stored for the period necessary to carry out the activity and in any case for a period not exceeding ten years.

g) HOLDER OF THE TREATMENT - The holder of the treatment is the Mr./Mrs. **Gortani Gian Paolo**.

h) DATA SUBJECT'S RIGHTS - the interested party has the right:

- access, rectification, cancellation, limitation and opposition to data processing;
- to obtain the data in a structured format of common use and readable by an automatic device to transmit it to another data controller without hindrance from the data controller;
- to withdraw the consent to the processing, without prejudice to the lawfulness of the processing based on the consent acquired before the revocation;
- to submit a complaint to the Authority for the Protection of Personal Data.

The exercise of the rights can be exercised by written notice to be sent by registered letter to the address of Via Valli di Carnia N ° 9 in Amaro (UD).

AUTHORIZATION FOR THE PUBLICATION OF PHOTOGRAPHIC AND MULTIMEDIA INFORMATION AND CONTRIBUTIONS (Document attached and forming part of the information provided pursuant to articles 13 and 14 of the EU Regulation 2016/679 in relation to Legislative Decree 101/1998 which amended Legislative Decree 196/2003).

Also pursuant to articles 10 of Civil Code and the articles 96 and 97 law 22.4.1941, n. 633, Law on copyright and Law 19.9.2018, n. 101 The BUYER authorizes, free of charge, the publication and use of its photographic / multimedia contributions and / or information / data on flyers, leaflets, brochures, newspapers, magazines and online and paper books as well as on the SELLER website and also for exhibitions and events of a promotional and / or commercial nature. This authorization may be revoked at any time by written notice sent by ordinary mail to Gortani Srl Via Valli di Carnia n.9 - 33020 Amaro (UD) or email to info@gortani.com. It also relieves the SELLER from any responsibility for the use and content of the material supplied. In any case, the SELLER can never be held responsible for disputes and / or violations of any copyright or patent rights pending on the material provided in paper form or on the website of the company itself.