

GENERAL TERMS AND CONDITIONS OF SALE

1. SUBJECT MATTER OF THE CONTRACT

- 1.1. Unless otherwise agreed between the Parties, these General Terms and Conditions govern the terms and conditions of sale of forged parts, both from drawings and as finished parts produced and marketed by the Supplier at the Client's request.
- 1.2. The present General Conditions apply to all sale and purchase/supply agreements concluded between the Supplier and the Purchaser, of which they form an integral and substantial part, since they are also attached to each order confirmation sent by the Seller and, in any case, published and freely consultable on the Website at <https://www.fabriziocarlotto.com/en/condizioni-di-vendita> ; for this reason alone, these General Conditions are deemed to be automatically known and accepted by the Purchaser, even by mere fact and/or conclusive behaviour.
- 1.3. These General Conditions revoke and replace, in all their parts, the previous General Conditions of Sale/Supply of the Supplier.
- 1.4. Any General Conditions of Purchase of the Purchaser shall not apply, not even partially, unless expressly accepted in writing by the Supplier.
- 1.5. Any deviations from and/or modifications to these General Conditions shall only be valid and effective if expressly signed by both parties. However, any clauses not specifically derogated shall remain valid and effective.

2. ORDER AND OFFER OF SUPPLY AND CONCLUSION OF THE CONTRACT

- 2.1. Unless otherwise agreed, any supply order placed by the Client to the Supplier shall always be subject to written acceptance by the latter. The purchase agreement shall therefore be deemed concluded only after receipt by the Client of the related Order Confirmation of Fabrizio Carlotto S.r.l., also duly stamped and signed, sent by Fabrizio Carlotto S.r.l. together with these General Conditions, and the approval by the Client of the drawing sent by Fabrizio Carlotto.
- 2.2. The contract shall in any event be deemed concluded even when the Seller gives effect to it by its own conclusive behaviour.
Also the offer of Fabrizio Carlotto where accepted by the Client shall be followed by the related Order Confirmation and drawing which must be duly stamped and signed by the Client.
- 2.3. The Order Confirmation of Fabrizio Carlotto S.r.l. contains a description of the Product purchased, in addition to the conditions and the final and binding contents of the contract as already agreed in the order sent by the Client or in the offer sent by Fabrizio Carlotto S.r.l.; therefore, unless otherwise agreed, any quotations sent by the Supplier to the Client do not constitute a contractual proposal of sale, but a mere invitation to the formulation of the order by the latter.
- 2.4. By signing or accepting the Order Confirmation and these General Terms and Conditions, the Supplier undertakes to manufacture on behalf of the Client the product described in the Order Confirmation and/or in the technical annex and/or technical drawing, on raw materials and/or Materials and/or Parts also possibly supplied by the Client and/or according to the plans, instructions and technical specifications given by the latter, also by means of computerised support.
- 2.5. The simple supply order, even if complete with drawings sent by the Client, does not bind the Supplier until it is accepted according to the methods indicated in art. 2.1 above and is to be understood as an irrevocable purchase proposal pursuant to art. 1329 of the Italian Civil Code effective for 15 (fifteen) days from the date of receipt by the Seller; the supply order sent by the Client is therefore irrevocable under the aforementioned terms, as it cannot be revoked and/or modified by the latter without the prior written consent of the Supplier.

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2.6. Any requests to change the Design, if authorised by the Supplier, shall only be complied with, once the batches already in production have been sold out.

3. DELIVERY AND DELIVERY TERMS

3.1. Unless otherwise agreed upon in writing, delivery is made EXW.

3.2. The delivery terms are calculated in working days and/or weeks and/or precise calendar dates, as indicated in the Order Confirmation and shall never be deemed to be binding for the Supplier, as they are merely indicative and not essential; the Supplier, also at the Client's request, reserves the right to change the delivery date within 30 days from the agreed EXW or DAP date. In any case, the Supplier shall do everything within its power to ensure that the object of the supply is shipped and delivered in accordance with the contractually agreed terms.

3.3. Under no circumstances, therefore, may the Supplier be held liable for any damage, including indirect damage and/or damage of any kind, that may be caused to the Purchaser as a result of the non-delivery of the goods within the terms that may be indicated, nor shall any delays in delivery authorise cancellations and/or changes to orders or delays in payments by the Purchaser.

3.4. If a definite delivery date for the supply has been expressly agreed upon and the Supplier, during the execution of the contract, reasonably expects that the goods to be supplied cannot be delivered on the agreed delivery date, it shall promptly notify the Purchaser, also giving a new delivery date.

3.5. The delivery terms shall run from the date of conclusion of the contract or from another date agreed upon in writing by the Parties (e.g. from the first invoice) or from the date indicated pursuant to art. 3.4; if the Purchaser has to pay part of the price as an advance payment or has to provide suitable guarantees for the purpose of proper contract fulfilment, the delivery terms shall run from the payment of the advance payment or from the provision of the required guarantees.

3.6. The delivery terms may, in any case, be interrupted and/or suspended by the Seller in the following cases

- a. under unforeseeable circumstances and/or force majeure and/or other circumstances not attributable to the willful misconduct and/or fault of the Supplier, such as, but not limited to, strikes, pandemics, trade union unrest, lockouts, fires, floods, unforeseen business difficulties, unforeseen labour shortages, unforeseen shortage of raw materials and/or energy;
- b. for impediments, delays or non-delivery of machinery and/or materials by the Supplier's suppliers due to facts not attributable to the Supplier;
- c. for failure on the part of the Client to promptly provide the necessary information requested and/or to complete the works pertaining to it within the agreed terms and/or to deliver in due time any parts and/or components to be installed on the goods purchased and/or drawings and/or technical and/or construction sheets deemed essential by the Supplier for the installation and/or assembly of the products purchased
- d. for failure to pay the agreed consideration on the agreed due dates;
- e. for changes to the supply order made by the Client, even if accepted by the Seller.

3.7. The delivery terms shall start running anew from the day after the day on which the reason for the interruption ceases to exist.

3.8. From the moment delivery is made, the Purchaser shall bear all risks and costs relating to the goods to be supplied (such as, by way of example but not limited to, storage, maintenance and insurance costs), without any commitment on the part of the Supplier to cover them.

3.9. In the event of a delay in delivery of the goods object of the supply, due to circumstances attributable to the Purchaser or to Force Majeure, as defined in Article 16, a new delivery date may be agreed, subject however to written acceptance by the Supplier; in this case, any storage costs shall always be borne entirely by the Client.

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3.10. Shipment and delivery of the machinery and/or goods purchased are always at the Purchaser's risk, unless otherwise agreed.

3.11. Should the Purchaser be subject to protests, seizures, foreclosures and/or, more generally, any prejudicial action that could put in doubt the solvency of the latter and the consequent payment of the amount within the agreed terms, the Supplier may, at its sole discretion, suspend delivery pursuant to and for the effects of art. 1461 of the Italian Civil Code until the Purchaser has provided a suitable guarantee in compliance with the Law.

4. SUSPENSION OF THE PERFORMANCE OF THE CONTRACT

4.1. The Seller may suspend the performance of the contract if the Purchaser's financial conditions have become such as to clearly jeopardise the achievement of the counter-performance, unless the Purchaser provides a guarantee deemed suitable by the Seller.

4.2. The Supplier shall be entitled to suspend performance of the contract until the Purchaser has promptly provided a guarantee deemed suitable by the Seller for the fulfilment of its contractual obligations, if any of the following circumstances occur:

- a. in the event that the Buyer fails to comply with the Seller's requirements for the correct order fulfilment;
- b. in the event of non-compliance with the obligation on the part of the Buyer to pay the portion of the consideration due by way of down-payment or non-fulfilment of the Buyer's obligation to pay any of the agreed payment dates or failure to provide security within the agreed terms;
- c. in the event that the Buyer becomes insolvent;
- d. in the event that the Buyer should prove unable to comply with the existing contractual obligations towards third parties;
- e. in the event that the Buyer should be subject to protests, seizures, foreclosures and/or, more generally, any prejudicial action such as to cast doubt on the solvency of the Buyer and, therefore, on the consequent payment of the consideration within the agreed terms and deadlines;
- f. in the event that the Buyer has been admitted to any bankruptcy or similar proceedings;
- g. in the event that the Buyer fails to procure the financing or leasing contract within the contractually agreed time.

4.3. If the Seller intends to avail itself of the right to suspend the performance of the contract, it shall notify the Purchaser of such intention in writing by certified electronic mail (pec) or by registered letter with return receipt or by any other suitable means, in any case, such as to make the suspension of the performance of the contract known to the Purchaser.

4.4. If the Seller intends to reactivate a contract, the performance of which was previously suspended due to one of the cases provided for in art. 4.1 or art. 4.2, the Seller shall notify the Purchaser of such intention in writing by certified electronic mail (pec) or by registered letter with return receipt or by any other suitable means, in any case such as to make the reactivation of the performance of the contract previously suspended known to the Purchaser.

4.5. If one or more of the cases provided for by art. 4.1. or art. 4.2. occur and the Purchaser has not promptly provided a suitable guarantee for the fulfilment of its contractual obligations, such failure shall constitute grounds that may legitimise the Seller to avail itself of the express termination clause pursuant to art. 13 below.

5. CUSTODY

5.1. From the date of delivery of the Product, should delivery take place at a different time, the Purchaser shall be responsible for all charges relating to the custody of the goods delivered, also assuming responsibility for any damage to property and/or third parties that may in any way derive therefrom.

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5.2. Once the Product has been delivered, it is absolutely forbidden for the Buyer to use it before the testing operations, failing which any form of warranty shall be deemed void and the Seller's right to claim compensation shall remain unaffected.

6. PACKAGING

6.1. The costs of packaging the goods object of the supply, the packaging methods and any return, shall be agreed with the Purchaser and specified in the Order Confirmation.

7. WARRANTY AND EXCLUSION OF LIABILITY

7.1. OBJECT OF THE WARRANTY

7.1.1. The Supplier undertakes to provide the Supplies in accordance with the agreed and approved instructions and/or drawings and warrants that the Products sold and delivered are in accordance with the specifications and requirements set out therein, that they are free from defects and/or damage and that they meet the relevant environmental regulations, requirements and standards. The Supplier guarantees the good mechanical functioning of the material supplied, as well as the absence of defects and/or faults in the goods for a period of 12 (twelve) months starting from the commissioning/testing and/or the delivery.

7.1.2. The warranty consists of the mere repair or replacement, partial or total, free of charge, of the Product and/or accessories that, at the Supplier's sole discretion, prove to be non compliant due to manufacturing or material flaws and/or defects.

7.2. CONDITIONS OF OPERATION OF THE WARRANTY

7.2.1. In any event, the following conditions must be met for the warranty to be operative:

- a) the Client must be in good standing with the payment of the purchase price of the goods;
- b) maintenance must have been carried out by the Client in accordance with the instructions provided by the Supplier, only by the Supplier's highly qualified personnel, and documentary evidence thereof must be provided
- c) the warranty for spare parts only operates if they are installed by the Supplier's highly specialised technicians and/or by technicians appointed by the Supplier
- d) the use of the goods must be consistent with the use and maintenance booklet delivered at the time of sale;
- e) the goods must be stored in a place deemed congruous in the product's use and maintenance booklet.

7.2.2. It is understood that the warranty shall not be recognised in the event of knocks and/or damage caused by improper use of the supplied Product and/or accessories;

7.2.3. By entering into the purchase agreement, the Purchaser declares that it is aware of any legal restrictions or safety regulations relating to the use of the goods ordered, including any deviations from current EC regulations that may be waived.

7.2.4. Under penalty of forfeiture of the right to the warranty, the Purchaser shall stop work on the Lot and make a written report, to be sent to the Seller by registered letter with return receipt or certified e-mail, of the defects and/or faults within 8 (eight) days from their discovery in the case of hidden defects and within 8 (eight) days from delivery in the case of obvious defects. In the event that a defect is recognised on a Product of the Lot, the Buyer shall be prohibited from machining all the parts of the Lot in order to check their functioning.

7.2.5. Following the complaint made pursuant to Article 7.2.4, the Supplier, at its own discretion, undertakes to recover the defective Product alone or the entire Lot for the mere verification of the complaint. Following the aforesaid verification and in the event of acknowledgement of the

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defect by the Supplier, replacements and reprints shall be made by the Supplier at its own discretion and in the time compatibly necessary, it being understood that the Supplier shall remain exonerated from all liability for any reason whatsoever and the Purchaser shall renounce in advance any claims for direct or indirect damages and expenses, including those deriving from the temporary non-use of the purchased goods for as long as necessary for restarting. Appropriate inspections shall be carried out by the Supplier's highly qualified personnel, whom the Purchaser shall always facilitate in the performance of their duties.

7.3. FORFEITURE OF THE WARRANTY

7.3.1. The Purchaser forfeits the right to the warranty in the following cases:

- a) in the event of failure to comply with the terms and conditions set out in clause 7.2.4;
- b) if the Product has not been used correctly or has been modified or dismantled without the prior written authorisation of the Supplier
- c) if the Product has been processed by the Client
- d) in any further cases provided for in the Contract;
- e) in the event that the Purchaser fails to fulfil its contractual obligations and, in particular, fails to pay the consideration in the agreed manner and within the agreed terms.
- f) in the event of non-compliance with the conditions set out in Art. 7.2.1 occurred during the term of the warranty.

7.3.2. The warranty shall cease to operate in the event of non-fulfilment by the Purchaser and/or in the event that modifications or repairs are carried out by the Purchaser that are not authorised in writing by the Supplier or by personnel not authorised in writing by the latter.

7.4. LIMITS TO THE OPERATION OF THE WARRANTY

7.4.1. The warranty provided by the Supplier shall only carry 12 (twelve) months starting from the date of testing if it concerns machinery, from the date of delivery if it concerns moulds and/or accessories. The Seller shall in no way be held responsible for the choice of the products purchased, nor shall it be liable for the related warranty.

7.4.2. The Supplier's warranty and liability shall in no case extend

- a) to damage to persons and/or things caused by a defective Product during its use when the defect is attributable, even indirectly, to drawings, designs, software, documentation, indications, instructions, materials, semi-finished products, components, other material goods supplied, indicated or requested by the Purchaser or by third parties acting in any capacity, on the latter's behalf;
- b) to injury to persons and/or damage to property caused by a defective product in the course of its use, if the Purchaser has used it without having carried out, or had others carry out, all inspections, tests and maintenance that would have been necessary in view of the design, use and intended result;
- c) to the violation of any applicable legal, safety, EC-compatibility rules or regulations, or to direct or indirect damage caused to persons and/or property, by the use of goods supplied by the Supplier in non-compliance with the applicable rules and/or operative specifications indicated;
- d) to parts/components that wear out with normal use;
- e) to failures and breakages resulting from natural wear and tear or from neglect, incompetence, defective use and maintenance, use of unsuitable lubricant, excessive or unsuitable exploitation of the thing sold
- f) if certain services are, at the express request of the Client, contracted out to third parties chosen by the Client.

7.4.3. The Seller shall not be liable in any way for additional guarantees given by the Client to third parties.

7.5. EXCLUSION OF LIABILITY

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Under no circumstances shall the Seller be held liable for:

- a) direct or indirect damages claimed by the Buyer as a result of defects or faults in the Product supplied, none excluded, such as, inter alia, damages for the loss of production, loss of profit and/or turnover, loss of turnover, claims by third parties;
- b) direct or indirect damages claimed by the Buyer as a result of defects and/or faults in the products purchased and supplied by the Seller.

8. COMPLAINTS AND OBJECTIONS

- 8.1. Any complaints and/or objections by the Purchaser to the Product purchased and/or to all the goods purchased must be promptly notified to the Supplier by registered letter with return receipt or by certified electronic mail (pec) under the terms set out in these General Conditions.
- 8.2. Any objection to a single Product shall have no effect on the remainder of the order and/or Lot, nor on the payment of any other supply already received and not contested in a timely manner.
- 8.3. Any loss or damage to the shipment and/or transport (e.g. for dents, tampering, signs of damage), of machines or goods purchased must, under penalty of forfeiture, be immediately contested in writing to the carrier, placing on the transport document an express reservation of acceptance of the delivery with specific indications of the reasons for the same reservation.
- 8.4. Complaints about loss and/or damage to the shipment or transport (e.g. for dents, tampering and/or signs of damage), together with a copy of the transport document subject to acceptance, must be communicated to the Seller, in writing, by certified electronic mail (pec) or by registered letter with return receipt, under penalty of forfeiture, no later than 8 (eight) days from the date of delivery.
- 8.5. Complaints about loss and/or damage to the shipment and/or transport will be taken into consideration by the Seller on condition that the Purchaser or the consignee of the shipment has put in writing specific and detailed reservations in the transport document about the apparent state of the machine and its packaging; generic reservations shall have no value.
- 8.6. Complaints received in a manner that differs from the terms and methods set forth in these General Conditions shall not be taken into consideration and consequently the goods supplied shall be considered fully accepted.

9. FINAL TESTING

- 9.1. The Purchaser is not authorised to use the Product purchased in the absence of positive testing carried out by qualified personnel of the Supplier and/or by personnel indicated or authorised by the latter; any consequence deriving from improper use of the Product shall be attributable solely and exclusively to the Purchaser, with forfeiture of the right to the guarantee and the right to damage compensation.
- 9.2. In the event of groundless refusal by the Buyer to sign the positive test report, the Product shall in any case be considered accepted.

10. TECHNICAL DOCUMENTATION

- 10.1. All the technical documentation delivered to the Client remains the exclusive property of the Supplier and may not be used and/or transferred to third parties, not even free of charge and for no reason whatsoever.

11. PRICES AND TERMS OF PAYMENT

- 11.1. Prices are understood to be in Euro and indicated on the basis of the price list in force at the time of

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the order. Unless otherwise agreed, prices include ordinary certification costs, but do not include the cost of shipping.

- 11.2.** Payment for the Products shall be made in the manner specified in the order confirmation.
- 11.3.** Payment for spare parts and accessories shall be made by direct remittance, with payment against invoice, unless otherwise agreed in writing between the Parties.
- 11.4.** Payment for the design and manufacture of moulds, unless otherwise agreed, shall be made as follows:
- 50% of the final price to be paid at the time of order,
 - 50% of the final price to be paid at the time of the last delivery;

The final cost shall take into account the price fluctuations occurred during the period of use.

The price refers merely to the design and manufacture of the mould, and payment does not transfer any ownership rights to the mould to the Purchaser, ownership remaining exclusively with the Supplier. Any transfer of ownership shall be subject to the Supplier's approval and further quotation.

- 11.5.** In the event of non-payment and/or delayed payment within the agreed terms, the Purchaser shall be charged default interest at the rate determined by Art. 5 of Legislative Decree No. 231/2002, starting from the day after the date indicated as the due date for payment, without prejudice to any greater damage. If no deadline for payment is specified by the Parties, reference shall be made to the provisions of Article 4 of Legislative Decree No. 231/2002.
- 11.6.** It remains understood that any extension of the agreed payment terms and/or the recall, at the Client's request, of securities that have already been cashed in, shall not in any way constitute novation of the existing contractual relationship, but mere forbearance on the part of the Supplier and do not exclude the charging of the default interest at the rate indicated in the previous point.
- 11.7.** Unless otherwise agreed, any advance payments made by the Client upon conclusion of the contract shall be retained by the Supplier as a deposit pursuant to and for the purposes of Article 1385 of the Italian Civil Code. In the event of fulfilment, said amounts shall then be deducted from the purchase price; on the other hand, in the event of non-fulfilment by the Purchaser, the Supplier shall have the right to withdraw from the contract by retaining the deposit, without prejudice to any greater damage.
- 11.8.** For no reason and on no basis whatsoever may the Purchaser suspend and/or defer payment of the agreed consideration, not even in the event of disputes and/or complaints about any flaws and/or defects in the goods supplied.
- 11.9.** payments must be made, net of any expenses, discounts or taxes, directly to the Supplier within the established due dates or other method agreed between the Parties and set out in the Order Confirmation. Any objection that may be raised by the Client with regard to the Supplier's alleged breach of contract and/or with regard to any redhibitory defects of the goods supplied, shall never entitle the Purchaser to avoid payment to the extent and in the manner agreed and/or to bring any action or objection if the latter has not previously paid in full.
- 11.10.** The Client may not, under any circumstances, offset the debt deriving from the supply against any of its own credits deriving from other business relations with the Supplier, except with the latter's prior written consent.

12. ASSIGNMENT

- 12.1.** The Purchaser hereby consents and raises no objection to the Seller assigning, even partially, this Contract and/or the credit under this Contract to third parties.

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12.2. In the event of such an assignment, the Purchaser hereby agrees that the installation and maintenance of the purchased goods shall be carried out by the third party assignee or by a person appointed for this purpose by the assignee, all exceptions to this being waived.

12.3. Without prejudice to the fact that the Purchaser must not assign the Contract without the prior written consent of the Supplier.

13. EXPRESS TERMINATION CLAUSE

13.1. The Contract shall be deemed to be rescinded by right, pursuant to Article 1456 of the Italian Civil Code, as a result of a simple written statement by the Supplier that it wishes to avail itself of this clause, in the following cases:

- a) if one or more of the conditions provided for in art. 4.1 or 4.2 occur and the Purchaser has not promptly provided a suitable guarantee, at the Seller's sole discretion, for the fulfilment of its contractual obligations, or has provided a suitable guarantee, but behind time.
- b) if the Buyer fails to provide the warranties agreed upon at the conclusion of the Contract and/or provides them behind time;
- c) in the event of default by the Buyer in the payment of the price or the down payment or 2 (two) consecutive agreed instalments;
- d) in the event of statement of winding-up subject to the supervision of the Court, of the Buyer;

14. RETURNS

14.1. The Supplier reserves the right to accept the return of products delivered and not used, provided that they are received in undamaged packaging, as long as they are not products based on customers' drawings;

14.2. In any case, the goods must be returned within and no later than 30 (thirty) days from their delivery, without prejudice to the validity of the warranty clause.

14.3. In the event of return authorisation, the Supplier shall issue the related credit note, with 20% of the invoiced taxable price deducted to cover internal expenses, subject to prior verification of the integrity of the returned material.

15. WITHDRAWAL

15.1. The Supplier is granted the right to withdraw unilaterally and with immediate effect from the purchase agreement in the event that, prior to delivery of the Product and the products purchased, reasonable doubts arise regarding the solvency of the Purchaser, also on the basis of the conditions set out in articles 4. 1 and 4.2 and the Buyer, despite a corresponding request, is not willing to make an advance payment and/or provide the most suitable guarantee, at the Seller's sole discretion, or if the Buyer reduces the guarantee offered during the performance of the Contract.

15.2. The exercise of the right of withdrawal by the Seller shall in no case entitle the Buyer to claim compensation/damages.

15.3. The right of withdrawal may be exercised by the Seller by means of a communication to be sent by registered letter with return receipt or by certified electronic mail (pec) to the Buyer's address and shall be exercised upon receipt of said communication by the Buyer.

15.4. Withdrawal by the Purchaser is subject to written authorisation by the Supplier. If authorised, the Supplier's right to reimbursement of the material already purchased for the purpose of fulfilling the order shall always remain in effect.

16. FORCE MAJEURE

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16.1. The obligations of either party in connection with a sale by the Supplier shall be suspended or cancelled to the extent that such performance is prevented or rendered unreasonably onerous by an event beyond the control of the party concerned, provided that such party could not reasonably have foreseen such an event at the time of the conclusion of the contract and could not reasonably have avoided or overcome it or its consequences. Force Majeure includes, but is not limited to, wars, pandemics, fires, extreme weather conditions, armed insurrections, embargoes, defects and/or delays in deliveries by subcontractors caused by any of the aforesaid circumstances, occurred before or after the conclusion of the contract.

16.2. The party claiming to be in a situation of force majeure shall inform the other party in writing without delay when the circumstance begins and when it ends.

17. FISCAL CHARGES

17.1. Expenses, duties and taxes arising from the performance of the present Contract shall be borne exclusively by the Client.

18. APPLICABLE LAW AND JURISDICTION

18.1. The Contract shall be governed exclusively by Italian law, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 11.04.1980) and the rules of international private law.

18.2. Jurisdiction shall always be Italian law.

19. COMPETENT COURT

19.1. In the event that a dispute should arise over the execution and/or application and/or interpretation of these general conditions of sale, the parties agree that the Court of Varese shall have exclusive jurisdiction, with express exclusion of the other competent courts provided for by Law.

20. LANGUAGE AND PREVAILING TRANSLATION

20.1. These General Terms and Conditions are prepared and published in both Italian and English. In the event of any inconsistency, conflict, ambiguity, or difference between the terms and conditions of the Italian version and the English version, the Italian version shall prevail.

21. PROCESSING OF PERSONAL DATA

21.1. Any personal data shall be processed on the legal basis constituted by the contract of sale. The Personal data processing disclosure must be consulted by the Purchaser on the Site.