

TERMS AND CONDITIONS OF SUPPLY FOR E-COMMERCE PURCHASE

- 1. GENERAL** -The buyer is required to read these terms and conditions carefully. Sending an order implies complete knowledge and express acceptance of these terms and conditions and information in the order form, which includes the price of goods agreed upon. This form is an integral part of these terms and conditions.
- 2. TRANSPORT** - The cost of transport is indicated in the supply and the carrier will be chosen and commissioned by C.M.G. SpA.
- 3. PAYMENT** – The payment will be made as indicated in the online form
- 4. DELIVERY TERMS** - All delivery terms must be construed as merely indicative, excluding the possibility of setting terms that are final or crucial. Any delay in delivery will therefore not constitute grounds for terminating the contract or claiming damages. If there are delays in the preparation of material or delivery, due to force majeure or due to the fault of the suppliers, the terms of delivery of the goods will be considered extended for a period equal to that of the event, which caused the delay.
- 5. PACKING** - The supply only includes what is specifically described in the contract. Packaging costs will be itemized in the invoice.
- 6. COMPENSATION FOR DAMAGES** - There is no compensation or right to claim compensation.
- 7. FORCE MAJEURE** - C.M.G. SpA cannot be held responsible for loss, damage, holding, delay, impossibility to deliver goods or for potential non-fulfillment of supply resulting from facts that are unforeseen, inevitable, out of the firm's control (included, for example but not only: fires, strikes, insurgencies, uprisings, embargo, lack of transport, shipwrecking, transport delays, impossibility or difficulties in obtaining supplies and/or raw materials even if deriving from local, national, international measures, epidemics and pandemics).
- 8. INTELLECTUAL PROPERTY** - All drawings or technical documents given to the buyer remain the property of C.M.G. SpA and can never be disclosed to third parties except with the explicit written consent of C.M.G. SpA. The buyer is still required to observe strict confidentiality regarding all information of a technical nature (such as but not limited to: drawings, reports, documentation, formulas and correspondence) received from C.M.G. SpA.
- 9. WARRANTY** - C.M.G. SpA guarantees its products for twelve months from the date of delivery to the buyer. This warranty covers only material and manufacturing defects and is limited to the sole replacement or repair free of charge ex C.M.G. SpA of defective parts due to ascertained defects in materials or workmanship. All disassembly, reassembly and shipping costs are therefore borne by the buyer. All breakages originating from bad use or bad maintenance are excluded from the warranty. The warranty is also void if non-original parts or parts not supplied by C.M.G. SpA. are used. All parts subject to ordinary wear are excluded from the guarantee, as well as all damages deriving from carelessness and negligence of the buyer, from improper use and/or an unsuitable environment.
- 10. SAFETY COSTS** - The supply of C.M.G. SpA covers the safety costs related to the preventive and protective measures necessary to eliminate or minimize the risks of interference envisaged in the DUVRI. The latter will be drawn up by the buyer/user.
- 11. CHANGES OR CANCELLATIONS** - There are no changes to the order. Cancellation can take place within a maximum time of 24 hours from the completion of the order. After 24 hours, cancellation entails a cost for the customer equal to 50% of the value of the supply.
- 12. DISPUTES** - This agreement is governed by the legislation in force in the Italian territory, with the exception of the Vienna Convention of April 11, 1980 on contracts for the international sale of movable property. All disputes that may arise between the Parties for the interpretation, execution, resolution, withdrawal from this contract and the obligations arising from it, will be subject to an obligatory attempt at conciliation before the Bodies provided by Legislative Decree no. 28/2010 and in compliance with the procedural rules provided therein as compatible. In case of lack of agreement or, in any case, after three months from the first dispute, the dispute and every action will be devolved exclusively to the Court of Bologna.
- 13. CODE OF ETHICS** - C.M.G. SpA has adopted an Organisational Model for Management and Control and a Code of Ethics pursuant to Legislative Decree 231/2001 and subsequent amendments. All stakeholders, customers, partners, consultants, suppliers, etc. that have contractual business relationships with C.M.G. SpA, are required, to the extent of their competence, to observe the rules and behaviour defined in this Code. With the signature/acceptance of contractual documents, the parties concerned agree to uphold this obligation. The Code of Ethics and the Organisational Model can be consulted at the company website.
- 14. PRIVACY INFORMATION** - Detailed information regarding reference legislation, REG.UE 679/2016, can be found on page of our website <https://www.cmg.it/en/privacy-policy/>.

Budrio, June 1st, 2021

C.M.G. SpA

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