

GENERAL TERMS AND CONDITIONS OF SALE

ART.1 PREMISES

The business relationships between BOXY SPA (shortened as "BOXY") and the Customer are governed by these General Conditions of Sale, published on the website www.boxy.com. Even in case of exceptions contained in the individual supply offers, these General Conditions will in any case continue to apply for the parts not expressly derogated

ART. 2 ORDERS

The orders drawn up by the customer in written form (shortened as the "Orders") constitute, starting from the moment of receipt by BOXY, an irrevocable proposal and are considered accepted by BOXY only after express written confirmation. This confirmation will be sent to the customer by e-mail, certified e-mail, fax or registered mail. The confirmation of the order by BOXY lead to the conclusion of a contract subject to the full application of the General Conditions between BOXY and the customer. Any changes to the Contract after the conclusion of it are devoid of any effect unless agreed in written form.

If the customer cancels an order after BOXY has confirmed the order's confirmation, the customer will be obliged to refund to BOXY all costs and expenses incurred up to that time by BOXY for the fulfillment of the order canceled, as well as to pay immediately to BOXY a penalty equal to 5% of the total amount paid for it, unless the right of BOXY of being reimbursed for more damage suffered in terms of actual loss and loss of profit

ART. 3 SHIPMENT AND TRANSPORT

The goods, equipment and items (shortened as the "Goods") are deemed to be delivered and shipped EXW - Via Alcide De Gasperi n. 16, 25010 Remedello (BS) Italy - Incoterms 2010. Its transport is always at customer's expense and risk. BOXY will not draw up any contract of carriage or transportation and will not insure the goods without express agreement with the customer, remaining in any case at customer's charges all subsequent risks and costs.

ART. 4 TERMS OF DELIVERY

The delivery of the goods, as foreseen in the order confirmation, are merely indicative, with consequently exclusion of all liability of BOXY for late delivery and the Customer's right to unilateral termination of this agreement for any reason and / or compensation for damages. Only in the case where the parties have expressly agreed in written form the delivery terms, the customer will merely entitled to obtain compensation for damage in a flat rate of 0,25% of the net amount of the delayed delivery for each full week delay, and in any case up to a maximum amount equal to 5% of the net amount of delayed supply. If you require a deferral of delivery or, for reasons due to the customer, delivery is subject to a higher 30-day deferral of the deadline originally foreseen, BOXY reserves the right to charge any storage costs.

ART. 5 GUARANTEE

BOXY guarantees that all goods supplied corresponds to quality and type as specified in the contract and that it is free from any defects (dependent on the used material, design issues and / or processing only where attributable to BOXY) such as to make it unsuitable for use which it is intended to contract. The guarantee does not cover defects due to common wear of the goods for parts subject to fast and continuous wear, and is subject to the correct use of the goods in accordance with the use mentioned in contract. The guarantee lasts for 24 months from the date of delivery of the goods. The customer is required to verify the conformity of the goods and the absence of obvious defects within 8 days of delivery of the goods, before any use. The customer will lose in any case the guarantee, if fails to carry out the notice of defects to BOXY (by registered mail, fax or certified mail) within 8 days of delivery of the goods in the case of obvious defects, within 8 days of discovery of hidden defects, which are only detectable due to the use of the goods. The guarantee merely concerns the repair and / or replacement of the goods affected by the defect, excluding the major damage. In order to avail of the warranty, the customer is obliged to deliver the goods at its own expense to BOXY's headquarters, in order to allow BOXY to ascertain the existence of the defect, through its technicians, and to proceed with the repair and / or replacement of the goods. In case that the defects found on the goods are not due to BOXY's responsibility, the repair and replacement will be at customer's charges. The warranty does not cover: wear; breakdowns caused by negligence and incompetence of the customer or design mistake due to the customer; the defects resulting from incorrect maneuvers carried out by the customer during the 'installation of the goods, the transport and / or handling; modifications, repairs or other work performed to third parties without the prior written agreement of BOXY. The guarantee referred to in this article shall include any legal warranties for defects and conformity and excludes any other possible liability of BOXY however originated by the supplied goods; in particular, the customer can not make any further claims for damages and BOXY be liable for indirect or consequential damages.

ART. 6 PRICES AND TERMS OF PAYMENT

The prices shown in the offers are exclusive of VAT and all taxes and / or tax due by law. payment of the fee must be made according to the terms, timing mentioned in the order confirmation, as it is expressly forbidden for the customer to suspend or delay outstanding contractual payments for any reason, even in case of exceptions, claims, disputes or litigation. The agreed price, unless otherwise expressly agreed, does not include: a) the costs of packaging, transport, unloading, installation; b) any changes to the goods (including deletions and / or additions) as requested by customer requirements: these amendments will be subject to separate agreement, accounting and billing. In case of lack, delayed, or partial payment (also with reference to the expired payments related to previous supplies), the effect of the terms of delivery, even if agreed as essential, must be considered suspended and the customer shall pay BOXY on sums due, after the expiration date for payment and without any formal notice for, late payment, interest at the rate specified by law in force for commercial transactions (in particular the D.Lgs no. 231/2002 and subsequent amendments), except from the right for BOXY to require compensation for more damages.

ART. 7 CONFIDENTIALITY-INDUSTRIAL AND INTELLECTUAL PROPERTY

The customer agrees to keep confidential and not disclose to third parties (when not necessary for the use of the goods) for the duration of the business relationship and for further three years from the last delivery, any information, technical data or even document administrative acquired by BOXY during the contract. Each party shall not acquire any rights of ownership and / or use in any way of know-how and / or tangible and intangible assets, ownership of the other party, which may be traded during the contractual relationship. In particular the drawings, specifications, technical documents, templates, samples and specific equipment that the customer should make available to BOXY, will remain owned by the client and can be used exclusively for the fulfillment of the contractual obligations. BOXY will still entitled to use for mere commercial purposes pictures, images and video of the goods under this contract. Likewise BOXY will be the sole owner of the drawings, specifications, technical documents, templates, samples and specific equipment manufactured by it as part of the contractual relationship, also on specific request of the customer.

ART. 8 RETENTION

The goods of this contract will remain the exclusive property of BOXY until full payment of the agreed price. In case of customer's arrears, BOXY shall, without the need for any formalities, including the formal notice, repossess the goods of the supply wherever it is located, subject to any further remedy for the damage suffered. The cost of any recording of the retention of title will be charged to the customer.

ART. 9 UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJEURE

BOXY will not be liable for failure to comply with its contractual obligations to the extent that, except for fraud or gross negligence of BOXY, such failure resulting, directly or indirectly, by: a) events beyond the reasonable BOXY control / or in any way related to the accident and / or force majeure, such as, by mere way of example and not exhaustive: strikes and other industrial action; acts of terrorism; natural disasters; suspension of the electrical energy; relevant faults to the production plants and / or to the machinery; impossibility of obtaining materials, components or services necessary for the execution of the supply to the third party, being informed the customer that some products, accessories and raw materials used in the production cycle of BOXY are acquired from third party suppliers; b) actions or omissions of the customer, such as the lack of the information and necessary approvals BOXY to proceed with the execution of its production. In case one of the above cases will not occur, BOXY will promptly notify the Customer, communicating the new delivery date.

ART. 10 TERMINATION CLAUSE

In accordance with art 1456 of the Italian civil code, the contracts between BOXY and the customer will be resolved in law, upon written declaration to that effect by BOXY, except the right to claim additional damage, if the customer: a) is late with payments more than 60 days compared to the terms agreed; b) withdraws goods 60 days after the dispatch of the notice of material ready for delivery

ART. 11 JURISDICTION – ARBITRATION CLAUSE

These general conditions and related contracts will be governed by Italian law. For any dispute related to, or in any case connected to the contracts covered by these general conditions, the exclusive jurisdiction it is the courts of Brescia, unless the right for BOXY to chose the customer's jurisdiction.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian civil code the buyer declares to have read and expressly approved and accepted the articles from no. 1 to no. 11 of the general conditions.