

GENERAL TERMS AND CONDITIONS OF SALE

1. General Terms and Conditions

The following terms and conditions (General Terms and Conditions of Sale) form an integral part of the contracts concluded between the Seller and the Purchaser for the supply of the Seller's products (the Products).

The General Terms and Conditions of Sale apply to all transactions concluded between the Seller and the Buyer without the need for an express reference to them or a specific agreement to that effect at the conclusion of each individual contract. Any different conditions or terms shall only apply if confirmed in writing by the Seller.

The General Terms and Conditions of Sale shall be supplemented with the provisions of the Italian Civil Code and Legislative Decree no. 206/2005 (Consumer Code) where applicable.

The Seller reserves the right to amend, supplement or vary the General Terms and Conditions of Sale without prior notice.

The General Terms and Conditions of Sale are drawn up in Italian and in other languages. In case of doubts of interpretation, the Italian version shall always prevail.

2. Definitions

In the interpretation of the General Terms and Conditions of Sale, the following terms shall be construed as follows

- a) Seller or GRIVEN: GRIVEN S.r.l.,
- b) Buyer: the buyer of the Product or the person to whom the Product is delivered;
- c) Contractors/Parties: the Seller and the Buyer;
- d) Product(s): the goods specified in the catalogue and/or offer, the subject of the Contracts of Sale between the Buyer and the Seller
- e) Order(s): the form in which the Buyer declares to the Seller that it wishes to purchase the Product(s);
- f) General Terms and Conditions of Sale: the present agreements;
- g) Site: the website www.griven.com

3. Subject matter of the contract

The contract exclusively encompasses the items specified in the Order. The features and information presented in catalogues, websites, and/or any other documentation related to the Products subject to the Order are considered purely indicative and not binding for the Seller.

4. Orders and acceptance

Orders are valid as an irrevocable purchase proposal for the person placing them and are not binding for the Seller, who reserves the right to accept them.

In any case, the Seller reserves the right to subordinate acceptance of the Order to specific payment terms and/or the issuance of a suitable guarantee. Any additions or changes made to the Order, including by the Seller's agents, shall not be binding on the Seller, which may accept or reject them without prejudice to the original Order.

GRIVEN S.r.l.

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The placing of the Order automatically implies acceptance of these General Terms and Conditions of Sale. During the performance of the contract, the Buyer may not object or make reservations to any facts, circumstances and/or conditions that depend directly or indirectly on its lack of knowledge of the provisions of the General Conditions of Sale.

Orders shall not be deemed accepted until they have been confirmed in writing by the Seller. The issuing of the invoice by the Seller or the execution of the Order shall be considered as confirmation. The Buyer acknowledges that products for sale through the Site may occasionally become unavailable during the purchase process. In such circumstances, the Buyer will be contacted and fully reimbursed the price paid for the unavailable item, unless otherwise agreed between the parties. If the order consists of several products, the products available will be shipped.

The products on sale are always addressed as per the production standard (DMX on channel 001, DALI not addressed) and not programmed, unless otherwise indicated by the Buyer to the Seller during the definition of the Order.

Unless otherwise specified by the Customer when placing the order, the products will be packed by product type, rather than by type/areas. In the event that the Customer requests a change to the packaging method at a later stage, any resulting delivery delays and repackaging costs, calculated on the basis of the materials used and the time required, shall be automatically accepted by the Customer.

5. Prices

The prices of the Products are exclusively those indicated in the order confirmation. The Seller reserves the right to change prices at any time and without prior notice.

6. Return and Shipment

Unless otherwise agreed, the delivery of the goods is understood to be Ex Works even when the shipment or part of it is carried out by the Seller.

In any case, regardless of the return terms agreed upon by the Parties, the risks pass to the Buyer at the latest upon delivery to the first carrier.

Once the goods are ready, the Seller shall issue the relevant tax invoice and provide the Buyer with all information necessary to arrange collection, where applicable, at the Buyer's expense. The agreed payment terms shall commence from the date of invoicing.

If the Buyer fails to collect the goods within 5 (five) days of being notified that the goods are available, the Seller reserves the right to charge a storage fee of €50 per pallet (minimum charge). After a further 7 (seven) days, a fee of €50 per pallet for each additional week that the goods remain at Griven's premises shall be charged.

Ownership of the material shall remain with the Seller until the goods are dispatched. Regardless, the payment terms indicated on the invoice shall commence from the date of issue of the invoice.

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7. Terms of Payment

Payment terms shall be as specified in the order confirmation.

Payments shall be made without any deduction for set-off or claims. If the Buyer fails to make the payment within the agreed term, the Buyer shall be liable to pay default interest calculated in accordance with Legislative Decree 192/2012.

Non-payment or delayed payment for any reason whatsoever shall entitle GRIVEN S.r.l., without prejudice to any other action, to demand advance payment of the Orders already invoiced and to cancel the processing of any other Orders in progress without the Buyer being entitled to make any claims for compensation, indemnity or other.

8. Delivery terms

Delivery terms vary according to the Products ordered and the specific requests made by the Purchaser; delivery terms are always to be considered indicative and are not binding on the Seller.

The Seller reserves the right to reasonably make partial deliveries.

9. Retention of Ownership

GRIVEN S.r.l. retains title to the Products delivered to the Buyer until receipt of the full price and any other sum due.

The Buyer shall keep and maintain the goods in good faith until the full payment is received. The Buyer shall refrain from any act or conduct that would prevent the Seller from validly exercising this right.

10. Express Termination Clause

Failure to comply with the terms of payment, as well as any delay by the Purchaser in collecting the Products that persists for more than 30 (thirty) days from the date of 'ready goods,' shall entitle the Seller to terminate the contract pursuant to Article 1456 of the Italian Civil Code through suitable written notice. This is without prejudice to the Seller's right to:

- retain any amount received from the Purchaser as compensation for the damage suffered and for the Purchaser's use of the goods, without prejudice and without foregoing further actions for damages;
- suspend any processing of Orders or residual Orders in progress.

11. Complaints

Any complaints relating to the condition of the packaging, quantity, number or external characteristics of the Products (apparent defects) shall be notified to the Seller by registered letter with return receipt or PEC, under penalty of forfeiture, within seven (7) days from the delivery of the Products. Any complaints relating to defects that cannot be detected by a diligent inspection upon receipt (hidden defects) shall be notified to the Seller by registered letter with return receipt or PEC, under penalty of forfeiture, within seven (7) days from the date of discovery of the defect and in any case no later than two (2) months from delivery.

Any complaints or disputes shall not entitle the Purchaser to suspend or in any case delay payments of the Products in dispute or of other supplies.

12. Defects and warranty

The Purchaser shall not be entitled to assert any warranty rights against GRIVEN S.r.l. unless he has paid the price according to the agreed terms and conditions.

For further details on the warranty conditions please refer to GRIVEN S.r.l.'s TERMS OF WARRANTY version 15.02.2022 nr.03GR150222 downloadable from the Download area of the website www.griven.com.

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13. Force majeure

GRIVEN S.r.l. shall not be held liable if the delayed or non-performance of its obligations is due to force majeure (by way of example only: shortage of energy or raw materials, strikes, public administration measures, hindrances to traffic or production activities, epidemics and natural disasters).

14. Right of Withdrawal

The Seller reserves the right to withdraw from the contract if, after the Order has been confirmed, the Seller receives commercial information about the Buyer that, in its unquestionable judgment, advises against the execution or continuation of the contract. The exercise of this right does not entitle the Buyer to damages or other compensation.

15. Order Cancellation

If, for any reason, the Buyer cancels an Order, whether in whole or in part, GRIVEN S.r.l. reserves the right to impose a penalty. The penalty shall be 50% of the value for all standard products and 100% the value for all customized products. In any case, GRIVEN S.r.l. may retain all amounts paid in advance.

16. Acts of Forbearance

In no event shall any failure on the part of the Seller to exercise any right constitute a waiver of the right to demand exact performance; such omission shall be qualified as a mere act of forbearance.

17. Protection of Personal Data

The personal data provided by the Buyer, or otherwise acquired in the course of GRIVEN S.r.l.'s activities, will be processed in accordance with EU Regulation No. 679/2016 and Legislative Decree No. 196/2003. The term 'processing' includes any operation or set of operations, performed with or without the aid of automated processes, applied to personal data, such as collection, recording, organization, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination, or any other form of making available, comparison, or interconnection, restriction, deletion, or destruction of data.

GRIVEN S.r.l. declares that the data will be processed for the performance of the contract and will not be disclosed to third parties, except for companies belonging to the Group. Regarding the provided data, the Buyer may exercise its rights under Article 12 of EU Regulation No. 679/2016: access by the data subject, rectification, cancellation, limitation of processing, portability, and opposition.

18. Applicable Law and Competent Court

Any dispute arising from the interpretation and execution of the contract and the General Conditions of Sale shall be governed by Italian law, and the Court of Mantua shall have exclusive jurisdiction, excluding any other competing or alternative jurisdiction.

If the Buyer is based in a non-EU country, all disputes arising from the contract and the General Conditions of Sale shall be finally settled by a board of one or more arbitrators according to the rules of the Mantua Chamber of Arbitration at the Mantua Chamber of Commerce.

In all cases, GRIVEN S.r.l. reserves the right to initiate proceedings at the competent court of the Buyer's location for actions aimed at the recovery of the credit. In such cases, local law will apply.

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