

Blueberry Tech S.r.l. - General conditions of sales

1. GENERAL

The terms and conditions as set forth herein shall constitute the entire contract between Blueberry Tech S.r.l. (hereinafter "Blueberry or the company") and any Buyer whose order is accepted by Blueberry by means of a written order confirmation.

2. QUOTATIONS

The price, quantity and any specification for the goods is as set out in the offer sent by Blueberry. All quotations confirmed by Blueberry in writing will be firm for 30 days thereof and constitute offers.

3. ORDERS

All product orders placed by the Buyer are subject to total acceptance of these conditions. No order shall be deemed to be accepted until an order confirmation is issued by Blueberry and Blueberry confirms to the Buyer the date of dispatch of the goods or (if earlier) Blueberry delivers the goods to the Buyer. Each order for goods by the Buyer to Blueberry shall therefore be deemed to be a firm and irrevocable offer by the Buyer to purchase goods subject to these conditions within 30 days of the order confirmation. No variation or qualification of these conditions or of any quotations or orders shall be valid unless otherwise agreed in writing by Blueberry. Blueberry reserves the right to cancel the order if any change is established after the date of the order. All quoted delivery dates are estimates only and Blueberry will not assume liability, consequential or otherwise, because of any delay or failure to deliver all or any part of any order for any reason. Blueberry reserves the right to postpone delivery dates or to cancel the order in its entirety or partially if performance of the contract shall be prevented or hindered by any cause beyond Blueberry's reasonable control, including, without limitation: war, government controls, restrictions or prohibitions, fire, accident, strike, Act of God, interruptions in communications or failure of computer systems; or if the Buyer ceases or threatens to cease to trade; or if Blueberry determines that its ability to obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of products is hindered, limited or made impracticable.

4. LIMITATION

The Buyer is not authorized to resell Blueberry's products online B2C.

5. DELIVERY TERMS

Unless otherwise agreed, the goods will be delivered ex works (Incoterms 2012) from Blueberry's premises and at Buyer's risk and expense. Unless otherwise stated in writing, Blueberry reserves the right to select the means of transportation and routing and shall not be liable for it. Blueberry shall not be liable to the Buyer for any loss or damage howsoever caused to the Buyer or in any way whatsoever for late delivery of the goods. Blueberry will endeavour to dispatch all orders complete or as complete as reasonably possible. Blueberry, however, reserves the right to deliver incomplete orders and shall be entitled to invoice the Buyer at any time after dispatch of the goods and payment thereof made accordingly. Payment is due in full without any deduction or deferment on account of partial delivery and shall be made according to the terms stated on the invoice.

6. PRICES

All prices are quoted ex works, standard packing included and exclude VAT and any applicable taxes, levies, duties or imposts relating to the export or import of goods, insurance and freight charges. All orders accepted shall be subject to prices ruling at the time of the order.

7. MINIMUM ORDER VALUE

The minimum order value for each supply amounts to € 1'000,00 net of discount. Orders of lower value will be evaluated separately.

8. PAYMENT

If the Buyer fails to make payment in full for the price of the goods on the due date, or a payment made by the Buyer fails to be honoured, Blueberry reserves the right to claim interests in accordance with the D.lgs 09/10/2002 no. 231, at the Bank Official Discount rate effective from time to time plus 7%. Title to the goods shall remain with Blueberry until all sums owing by the Buyer to Blueberry have been paid in full, without any deduction for or on account of any counterclaim. Blueberry may at any time suspend or cancel the provision of the goods without prior notice and liability if the Buyer is late in making any payment due to Blueberry and until the outstanding amount has been received.

9. RETURNS

In case of complaint, the Buyer shall notify Blueberry in writing within 8 days of delivery. If approved written authorization is obtained, the Buyer shall return the goods that are the subject of a claim carriage paid within 8 days of delivery and written notice must be given on the driver's delivery documents detailing in full the nature of any defect or damage and the number of goods affected. All returns shall be delivered in the original condition and packaging and exclusively to Blueberry's premises or warehouse location. All products returned to Blueberry without prior written authorization will be refused. The Buyer shall not receive credit for the product and Blueberry shall not send the products back.

10. TECHNICAL DATA

All drawings, specifications, advertising and descriptive matter whatsoever issued by Blueberry and any descriptions or illustrations contained in any of Blueberry's literature are for illustrative purposes and are indicative only. They do not form part of the contract and Blueberry shall not have any liability for any differences between literature and products. The Buyer shall not be entitled to cancel the order in its entirety or partially and Blueberry shall not be liable for any claims to price reduction, order cancellation or refund for such differences. Blueberry reserves the right to modify its products without prior notice and liability. In no circumstances Blueberry shall be liable for any claims or special, consequential, incidental damages caused by such substitutions or modifications. Blueberry reserves the right to reject orders for goods specially manufactured or modified. The information contained in Blueberry's technical drawings, data sheets or manuals are the sole property of Blueberry in accordance with the directives of Italian Law. Reproduction in whole or in part is prohibited without the prior written consent of Blueberry.

11. WARRANTY AND LIMITATION OF LIABILITY

Blueberry warrants that unless otherwise stated, the goods will be free from substantial defects in material and workmanship for 24 months from the date of production. The goods shall be deemed to have been delivered in accordance with the dispatch note undamaged, in good order and condition without any shortage and to the Buyer's satisfaction unless Blueberry receives written notice to the contrary in accordance with the directives of Italian Law. All warranties cover only defects arising under normal use and do not include malfunction or failure resulting from misuse, abuse, neglect, alteration, acts of nature, electrical overload, radio or any other environmental interferences, unusual temperatures or humidity, improper installation or damage caused by the Buyer, or repairs made by anyone other than Blueberry. Blueberry shall either repair or replace the defective goods at its sole discretion and on its premises at no charge to the Buyer. In no circumstances Blueberry shall be liable for any claims or any special, consequential, incidental or other damages including loss of profit, breach or repudiation of contract. This exclusion includes any liability that may arise out of party claims against the Buyer. In any case Blueberry's liability under any contract shall not exceed the total amount of the items or goods purchased by the Buyer.

12. REPAIRS

All products to be repaired must be returned to Blueberry carriage paid. All repairs shall be subject to prior acceptance by the Buyer of all repair costs. In any case Blueberry shall charge the Buyer all repair and delivery costs of the repaired goods.

13. TITLE

Unless expressly otherwise stated in writing, legal ownership of the goods shall not pass to the Buyer until Blueberry has received in full all sums due in respect of the goods and all other sums which are or which become due to Blueberry from the Buyer on any account. Blueberry shall charge the Buyer delivery costs, any cost for repossessing the goods as well as any extra cost.

14. JURISDICTION AND VENUE

This Contract shall be governed by and construed in accordance with Italian Law and with the Vienna Convention on Contracts for the International Sale of Goods. Bologna court will have exclusively jurisdiction and venue over any dispute arising from this Contract and the Buyer hereby consents to the jurisdiction of such court.

15. DATA PROTECTION

By entering into this contract, the Buyer shall be deemed to have accepted the collection and processing of its personal data by Blueberry. The Buyer acknowledges and agrees that details of its name, address and payment record may be submitted to a credit reference agency, and that personal data may be collected and processed by and on behalf of Blueberry. Blueberry stores and process the Buyer's personal information on its computers and Blueberry protects it by maintaining physical, electronic and procedural safeguards in compliance with applicable Italian regulations. Blueberry authorizes access to personal information only for those employees who require it to fulfill their job responsibilities. The Buyer can review and correct its personal information at any time. If the Buyer does not want Blueberry to share its personal information, the Buyer can notify it to Blueberry and delete. In no circumstances Blueberry shall be liable for special, indirect, incidental or consequential damages resulting from or related to inaccuracies, errors and out-of-date information.