

GOGGLIO S.p.A.
GENERAL CONDITIONS
Packaging Sales - E-Commerce
rev. 01/Mar/2021

1. CONTRACT

The following terms and conditions comply with the D.L. 185/1999 “Contratti conclusi a distanza” (Distance Contracts) that settle the sales contracts of finished or semi finished packaging products undergone on the “E-commerce” www.gogliospress.com and through E-mails. Any agreement conflicting with these Conditions will only apply if expressly accepted in writing by the Seller Goglio.

Every Order/Job Order issued by the Purchaser is subjected to a written acceptance (“Confirmation”) by the Seller, therefore a sales contract is intended completed, binding the parties, when the Purchaser receives Confirmation. Confirmation sent by the Seller defines and lists all the Contract conditions and the final binding content, fully replacing the Order/Job Order. The issue of the electronic invoice contains the essential elements to identify the purchased Products based on the Confirmation, and sometimes could be issued prior or during the issue of the Confirmation.

2. PRICES

The price applied to the product is listed in Euro/€ and is the one valid at the moment of transmission of the Purchase Order. All the prices/quotations are excluding: VAT, custom and fiscal fees, duties and other applicable fees such as: “CONAI”, packing, logistic, shipment and insurance.

All the above-mentioned fees are at customer’s expenses.

3. PAYMENT

The payment must be promptly made in full from the Purchaser on the bank account communicated by the Seller in the Confirmation and on the related Invoice. It is duty of the Purchaser to submit a copy of the payment slip to GOGGLIO not to slow down the order management.

4. GOODS DELIVERY

The goods purchased through www.gogliospress.com or via E-mail, once the payment is made, will be delivered with an express courier, or standard delivery, or can eventually be picked up from the customer with his transport company at the production site mentioned on the Confirmation.

After 30 (thirty) days have passed since the notice of “Goods ready for pickup” sent from the Seller GOGGLIO to the Purchaser, the seller has the right to settle the Contract keeping the payments done by the Purchaser as compensation, sending to waste the goods which have not been withdrawn.

5. WARRANTY

At the time of delivery, the Purchaser has the duty to carefully verify the integrity of the purchased goods in terms of external packing and boxes. The 12 months guarantee is subordinate, under penalty of

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Packaging Division - Headquarters Cert.: ISO 9001 - OHSAS 18001 - BRC GS Packaging Materials - KOSHER - HALAL
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Goglio S.p.A. - www.goglio.it

Capitale Sociale Euro 10.449.000 - Codice Fiscale 00870210150 - Partita IVA IT 00870210150 Registro Imprese Milano N. 00870210150 - C.C.I.A.A. Milano REA N. 1856 (Mecc. Export MI078374)



decadence, to the specific claim of lack of quality in the Products, to be raised to the Seller GOGGLIO within 8 (eight) days from the goods delivery.

Eventual tiny defects related to the aesthetic of the Products (Eg: color tonality of the batch compared to the color proof) do not count for the activation of the RC Products guarantee/insurance.

Similarly, small aesthetical and not qualitative changes could occasionally be generated during the printing process or between orders made at different times, or reprintings.

The Seller does not acknowledge any guarantee/compensation for any defects related to a wrong choice/projecting made from the Purchaser at the moment of the choice of the type of Product. (E.g. Composition and thickness of the material, dimension and shape, color, spelling, quantity, delivery terms, exc.). Furthermore, the guarantee is not applied where the Purchaser has had third parties making changes to the Products, without a previous accord with the Producer GOGGLIO.

6. GOODS RETURN

To initiate the return procedure of a batch of goods which has been found as not conform, it is mandatory that the Purchaser does promptly write the request by email to info@goggliespress.com including the following information:

- Specific description of the defect
- Digital pictures showing the defect
- Digital picture of the traceability sticker
- Quantity of the defective goods

Upon email receipt, GOGGLIO will promptly pick the request up and might require additional information to properly handle the claim; After that, if the claim has been confirmed righteous, the Seller will communicate the operative instructions and the return code needed to give course to the replacement of the goods recognized as defective, or to the issue of a discount code to be used in a new order.

7. PRODUCTION TOLERANCES

Considering the complexity of the industrial production process, also in reference to the quantity/timing of the product to be manufactured, the tolerance on the quantities reported in the Purchase order is **+/- 20%**. Whenever these limits will be exceeded, either in the lower or upper values, GOGGLIO will take care of promptly inform the Purchaser to agree upon the best way to release/update the order Confirmation.

8. CONDITIONS UPDATE AND TECHNICAL IMPROVEMENTS

The Seller GOGGLIO S.p.a. reserves the right to update the General Sales conditions. The Purchaser who undersigns the Order is always required to fully read these Conditions before sending a purchase requisition. In addition, GOGGLIO does reserve the right to make the technical/aesthetic/functional changes he deems necessary to improve the use of Products ordered by the Purchaser. It is not necessary a notice between the Seller and the Purchaser.

9. CONFIDENTIALITY

The Parts must keep as confidential all the technical and commercial information (E.g. drawings, technical sheets, documents, formulas and correspondence in general) exchanged with each other during the execution of the Contract, for its whole duration and for additional 36 (thirty-six) months since the last operation related to the Contract (E.g. 36 months after the last delivery of the Product).

10. MISCELLANEOUS

Various: Any sudden total or partial inapplicability of one clause of the General Conditions does not jeopardize the validity of the other clauses.

The listed data on the catalogues, advertisings, newsletters, etc.... are purely indicative and are not a duty for the Seller. Only what is contained in the Order Confirmation and in its related invoices do bind the parties contractually.

Law: The sales Contract through the E-Commerce or E-mail is regulated by the Italian law and by the EU regulations applicable for the matter, ratified by the Italian republic.

Force Majeur: is intended as any unexpected event, independent to the contract Parties direct will, out of their control and without prompt adequate solution (E.g. calamity or adverse natural events such as heavy snow storms, landslides, flooding, transportation and/or custom strikes, communications breakdowns, war, terrorist acts and sabotage, popular revolts and rebellions, commercial embargo, fire, gas leaks, impedimental provisions by the government, tax or customs Authorities, suspension to the supply of raw materials, equipment, electrical or fuel supplies and National or Regional labor). When a force majeure event occurs, the parties obligations that cannot be fulfilled due to these causes, are considered automatically suspended, without penalties, for the duration of the force majeure situation. The parties do agree to take initiatives in their power attempting to ensure in the short term the fulfillment of their obligations.

Should the parties not be able to provide services for a period over 3 (three) months due to the persistence of the force majeure causes, they shall confer to adopt appropriate determinations on the Contract.

11. DATA PROTECTION (EUROPEAN REGULATION 2016/679 - GDPR)

The Seller GOGGLIO S.p.A., as holder of the customers data, herewith informs the Purchaser that the personal data acquired with reference to the commercial relations established through its E-Commerce channel or E-mail, will be processed in compliance with the current regulation.

By undersigning the General Conditions, the Purchaser declares also to have received and read the Informative Documentation issued by GOGGLIO S.p.A, in relation to the art. 13th of the GDPR, which is integral part of the contract.

The GOGGLIO Privacy Policy is available for consultation at: <https://www.goglioexpress.com/it-en/privacy/privacy-policy>. The GOGGLIO S.p.A. registered office is located at, Via Andrea Solari nr. 10 Milano, E-mail: privacy@goglio.it

12. LEGISLATIVE DECREE 231/01 – CODE OF ETHICS

The Purchaser declares to have fully read and agreed upon the content of the GOGGLIO S.p.A. "Model 231" also in accordance to the chapter related to the "Administrative offence of a legal person caused by a crime committed by directors, employees and/or external collaborators". The Code of Ethics is available for consultation at: <http://www.goglio.it/goglio16/go-cont/uploads/2017/05/CODICE-ETICO.PDF>

The Purchaser is also entitled to ask GOGGLIO S.p.A. for additional clarifications on the matter and/or the issue of a paper copy of the 231 Model and/or the Code of Ethics, at the applicant's expenses.

Failure by the Purchaser to comply with all the principles contained in the GOGGLIO Code of Ethics, as well as suspected violation of one of the pillars of the GOGGLIO 231 Model, shall constitute a serious breach of contract and does legitimize GOGGLIO S.p.A. "ipso facto" to terminate the contract with immediate effect, in accordance with art. 1456 of the Italian Civil Code, notwithstanding the right to compensation of eventual expenses or damages.