



EQUIPMENT TRAINING SERVICE



# GTC

Date 23.04.2024

GENERAL TERMS AND CONDITIONS



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of **Kronsafety GmbH**, with legal domicile at Ahraue 12, 39031 Bruneck (BZ), UAT No. 02541910218, registered in the Commercial Register of the Chamber of Commerce of Bolzano, Entry No. BZ-186548, Email [info@kronsafety.com](mailto:info@kronsafety.com) , Pec [kronsafety@pec.it](mailto:kronsafety@pec.it) , represented by the legal representative, Michael Kammerer (hereinafter referred to as the "Seller").

### **1. Object of the Contract**

1.1. These General Terms and Conditions govern the sale of products and the provision of services, as well as training provided by the Seller.

1.2. The Seller operates in the wholesale sector of climbing equipment and safety gear, provision of services (e.g., assembly and maintenance of scaffolding, equipment, facade cleaning, industrial climbing, tree care, etc.), and safety training.

1.3. These General Terms and Conditions govern and/or complement the contractual relationship between the Seller and the customer who purchases products, services, or training for purposes related to their commercial, business, artisanal, or professional activity (B2B), as well as the contractual relationship with end consumers who do not act for commercial purposes (B2C).

1.4. The customer purchases the products, services, and/or training listed and offered for sale in the catalog, on the Seller's website, via email, etc.

1.5. The essential characteristics of the products are described in the catalog, on the Seller's website, etc. The customer is aware that the product may have slight deviations from the displayed image and description.

1.6. These General Terms and Conditions are an integral and essential part of any existing contract between the Seller and the customer. The Seller does not accept any deviations from the customer's terms and conditions unless confirmed in writing.

### **2. Selling Prices**

2.1. The prices are expressed in euros and are exclusive of value-added tax for B2B contractual relationships. However, for end consumers, prices include VAT. The prices are always indicative and must be expressly confirmed by the Seller after receipt of the order or upon request for the service and/or training via email/writing. The Seller reserves the right to change prices in catalogs, on the website, or in prices communicated via email, etc.

2.2. The receipt of the order or the request is not binding for the Seller until the order/request has been expressly accepted. After the Seller has checked the availability of the products and/or the possibility of providing the service and/or training, the Seller confirms the formal acceptance of the received order by email, which reiterates the essential order data. For service requests and/or training, an offer is created. The prices contained therein are valid for the duration of the offer. The contract is considered concluded upon acceptance of the offer by the customer. Completed registration forms also constitute a conclusion of the contract for training.

2.3. The prices of the products are EXW [as defined by INCOTERMS], unless otherwise specified in the respective contract. The costs of delivery and organization of collection, as well as any applicable taxes, duties, or customs fees, are borne by the customer in B2B contractual relationships, except in cases of exceptions and deviations according to contracts concluded between the parties. For end consumers, the delivery costs of the products are communicated to the customer before the effective conclusion of the contract.

2.4. Additional costs arising from unforeseen circumstances during the provision of services will be invoiced separately. All additional requested services not explicitly included in the offer will be invoiced according to the effort required.

2.5. In case of default in payment regarding the agreed deadlines, granted extensions, or deferrals, default interest will be charged at the interest rate set according to Art. 5 of Legislative Decree 231/02. From the time of the missed, delayed, or deferred payment, the customer must pay the corresponding interest or default interest without further notice or formalities.

2.6. The customer expressly grants the Seller the right to accept the order only partially [for example, if not all ordered products are available]. In this case, the contract is considered concluded for the products actually sold.

### **3. Conclusion of the Contract**

3.1. The contract is concluded at the time when the Seller sends the formal order confirmation regarding the products to the customer. In the case of services and training, the contract is concluded upon acceptance of the offer (in the case of training, also by sending the completed registration form) by the customer.

3.2. According to Art. 1331 and 1329 of the Italian Civil Code, it is at the discretion of the Seller in B2B contractual relationships to accept or reject the order/request if the customer is deemed insolvent for justified reasons.

### **4. Payment Terms**

4.1. Customer payments must be made in the forms and to the bank coordinates specified in the order confirmation.

4.2. Products remain the property of the Seller until full payment has been received.

4.3. Products are generally delivered only after receipt of payment (prepayment) within the agreed deadlines, unless otherwise specified in the respective contract.

### **5. Delivery Terms and Deadlines for Products**

5.1. In general, for B2B contractual relationships, prices are EXW, so the customer is responsible for organizing transportation - subject to product availability as communicated by the Seller - and bears the costs incurred.

5.2. For B2C contractual relationships, products are delivered to the address provided by the customer. The associated costs are communicated to the customer before concluding the contract. The customer can also pick up the products at the Seller's legal domicile.

5.3. Typically, delivery of stock items occurs within 10 working days from the conclusion of the contract, deviations may arise from the respective contract. Delivery dates indicated on the order confirmation are non-binding target dates and are not considered definitive. Claims for damages or other rights related to delivery delays are therefore excluded, unless otherwise agreed in writing between the Seller and the customer. If the Seller is unable to meet the delivery within the specified deadline, the customer will be notified in a timely manner.

5.4. All customer orders are accepted subject to availability. If, however, delivery is impossible for reasons beyond the Seller's control (e.g., production difficulties with the Seller's own supplier, import delays, etc.), the Seller is entitled to withdraw from the order. In these cases, any claims for damages due to non-performance are excluded.

5.5. Packaging - including partial and/or advance deliveries - is carried out in a customary manner. Costs for special packaging beyond standard practice are borne by the customer.

5.6. The Seller is not liable for delays or non-delivery of products in the event of inaccurate or incorrect address data provided by the buyer in B2C contractual relationships. Furthermore, the Seller assumes no liability if the products are delivered late or not at all due to force majeure events, such as accidents, explosions, fires, strikes and/or lockouts, earthquakes, floods, or due to restrictions imposed by laws or decrees, as well as other comparable events that wholly or partially prevent the timely execution of the contract.

5.7. Upon receipt of the products, the customer may only sign the delivery documents after verifying the conformity of the delivered products with the order. Any damages and/or defects occurring during transport must be promptly reported to the carrier and the Seller.

5.8. Delivery of products expressly occurs at the buyer's risk in B2B contractual relationships.

## **6. Conditions and Deadlines for the Provision of Services and Training**

6.1. The start of the service or training is defined with the customer.

6.2. For services, the customer must make any necessary preparations before the start or provision of the service by the Seller (e.g., keep access to the building clear, organize and assemble scaffolding where necessary, provide personal protective equipment (PPE) for inspection on time, etc.) and make any necessary notifications to the municipality or authorities and/or obtain necessary permits. Also, upon completion of the service, the customer must handle any necessary notifications to the authorities, dispose of any waste, and arrange for any necessary follow-up work.

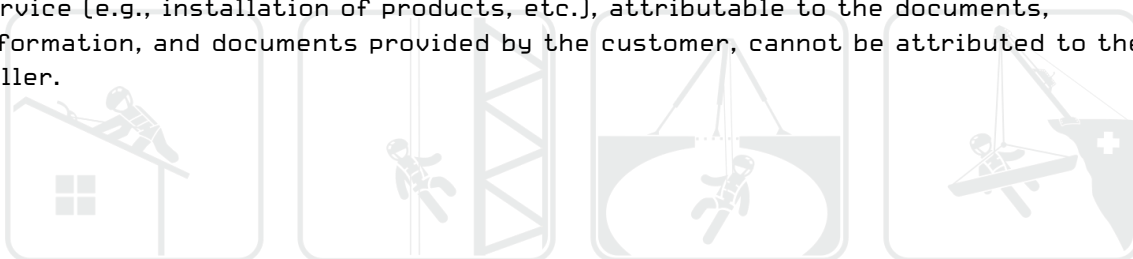
6.3. For certain services, the involvement and support of the customer's personnel may be necessary. However, this does not constitute the provision of labor (e.g., operating machinery and equipment such as cranes, forklifts, etc.).

6.4. If the start of the services or training or the agreed deadline for the provision of services is delayed for reasons not attributable to the Seller, the Seller cannot be held liable. Any additional costs arising from the delay are solely the responsibility of the customer.

6.5. The deadline for the provision of the service will be extended as necessary if changes to the execution are required due to construction reasons, regulatory requirements, or at the customer's request.

6.6. If the service is to be performed in buildings or locations that are fully or partially obstructed, the customer must provide authorized escorts. If the obligations listed under Article 6.2 are not fulfilled by the customer or if the authorized and necessary personnel are not present, the Seller may, at its discretion, postpone the start of the service without being held liable or subject to any claims for damages of any kind from the customer. Any incurred costs will be charged to the customer.

6.7. For services, it may be necessary to plan the services to be provided by the Seller. For this purpose, the customer provides all necessary documents, drawings, plans, etc., requested by the Seller. The Seller does not verify the documents and information provided by the customer for accuracy and completeness. Any property or personal damages, as well as delays and costs resulting from the provision of the service (e.g., installation of products, etc.), attributable to the documents, information, and documents provided by the customer, cannot be attributed to the Seller.



## **7. Limitation of Liability**

7.1. The Seller shall not be liable to contracting parties or third parties for damages, losses, or costs arising from the non-performance of the contract for reasons not attributable to the Seller.

7.2. The Seller is not liable for defects resulting from improper handling, transportation, etc., or due to third-party interference with the products and services.

7.3. The Seller is not liable for the personnel provided by the customer to assist the Seller in providing the service.

## **8. Warranty and Customer Service**

8.1. The Seller exclusively sells high-quality products and provides services with great care. For questions, complaints, or suggestions, the customer can contact the following address: Email [info@kronsafety.com](mailto:info@kronsafety.com). To ensure prompt handling of questions, complaints, or suggestions, the customer should describe the problem as accurately as possible and, if necessary, provide order documents in copy or specify order number, customer number, etc.

8.2. In the event of product defects, the Seller ensures that the defective product, if available, is replaced or endeavors to find a timely solution to the problem. Waiting times cannot be attributed to the Seller.

8.3. If the products sold have any defects, the provisions for warranty under Artt. 1490 et seq. of the Italian Civil Code apply to B2B contractual relationships. Regardless of any complaints or warranty claims, the Seller's invoices must be paid as agreed upon maturity. The customer must separately assert any rights due to alleged defects.

8.4. Any complaints about defects must be reported by the customer in B2B contractual relationships within eight days of discovery and in any case within one year.

8.5. In the event of a contractual relationship between the Seller and an end consumer (B2C), the provisions of the legislative decree no. 206 of September 6, 2005 [Consumer Code] apply to product/conformity defects. Any complaints about defects must therefore be made in accordance with the Consumer Code. The warranty applies exclusively to the products listed in legislative decree no. 206 of September 6, 2005.

8.6. The warranty is limited to the delivered products and the simple return of the defective or faulty product due to the identified defect and its free replacement with a new product. The warranty does not cover damages resulting from improper storage, improper or non-conforming use of the product, transport-related causes, or reasons not attributable to the Seller.

8.7. The products offered in this contract must be used according to the instructions provided on the respective product.

8.8. The warranty is void if the customer or third parties make alterations to the products or the services performed.

## **9. Customer Obligations**

9.1. The customer undertakes to pay the price for the purchased products, services, and training within the contractually specified deadline and form.

9.2. If invoices are not paid by the agreed due date, default interest will automatically be calculated. At the same time, the Seller is entitled to withhold any outstanding deliveries until overdue invoices are settled. This is also applied to evidence of PPE inspections, installations, and trainings, which will be handed over to the customer after receipt of payment.

9.3. The customer indemnifies the Seller from any liability for issuing incorrect tax documents due to incorrect information provided by the customer, who is solely responsible for providing accurate data.

9.4. The customer undertakes to properly and securely store any equipment, machinery, products, etc., which are necessary for the provision of the requested service over several days and to prohibit access or use by third parties.

9.5. The customer undertakes not to allow third parties to alter or damage elements and components that have already been installed and/or provided by the Seller as part of the service.

**10. Express Termination Clause (for B2B contractual relationships)**

10.1. The obligations provided for the customer in Articles 4, 6, and 9 are essential for the performance of the contract. It is therefore expressly agreed that the non-fulfillment of any of these obligations, regardless of the Seller's right to claim damages and unless attributable to chance or force majeure, shall result in the termination of the contract pursuant to Article 1456 of the Italian Civil Code, without the need for a court judgment. The Seller's tolerance of the non-compliance with these obligations by the customer does not waive its right to terminate the contract ipso iure.

**11. Processing of Personal Data**

11.1. In accordance with EU Regulation No. 679/2016 (GDPR), the customer is informed that the data controller is Kronsafety GmbH, and the customer's personal data is processed in accordance with the EU GDPR.

**12. Applicable Law and Jurisdiction**

12.1. This contract is governed by Italian law. This does not exclude the application of the law of another EU member state where the customer is an end consumer of another EU member state and the Seller, if it provides greater protection to the end consumer.

12.2. In case of disputes arising from or in connection with this contract, the parties will endeavor to reach a fair and amicable solution together.

12.3. If a dispute arising from the interpretation, application, validity, effectiveness, and/or performance cannot be amicably resolved in B2B contractual relationships, the exclusive jurisdiction of the Bozen court is agreed upon.

12.4. In addition to the aforementioned provisions and those of the Italian Civil Code, in the event of a contractual relationship between the Seller and an end consumer, Legislative Decree No. 206 of September 6, 2005 [Consumer Code] applies.

**13. Final Provisions**

13.1. This contract annuls and replaces all previous written and oral agreements, arrangements, and negotiations between the parties regarding the same subject matter of this contract.

13.2. The possible invalidity of individual provisions does not affect the validity of the contract as a whole.

13.3. These General Terms and Conditions have been drafted in Italian and German. The parties agree that in case of difficulties in interpretation, the text in German shall be considered authentic and valid.

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Kronsafety GmbH

The Customer

