

CONDIZIONI GENERALI DI VENDITA PER I CLIENTI PROFESSIONISTI (B2B)

APPLICATE DA MULTIPROGET S.R.L.

Versione Rev.00 del 06/02/2026

1. APPLICABILITÀ

- 1.1 Le presenti Condizioni Generali di Contratto Business to Business (“**CG**”) si applicano a tutti gli Ordini di Prodotti venduti o che Multiproget intende vendere in qualunque regione del mondo ai clienti qualificabili come “Professionisti” che operano nell'esercizio della propria attività imprenditoriale o professionale dal 06/02/2026. Multiproget e l'Acquirente saranno di seguito congiuntamente definiti come le “**Parti**”. Ove le Parti abbiano sottoscritto uno specifico accordo di fornitura, anche a carattere periodico, o di distribuzione, le presenti CG integrano e si applicano anche al predetto rapporto, salvo non siano derogate espressamente. In caso di conflitto, lo specifico accordo di fornitura prevarrà sulle presenti CG.
- 1.2 Multiproget si riserva il diritto di modificare le presenti CG, in tutto o in parte, in qualsiasi momento e senza alcun preavviso. Le presenti CG saranno comunicate all'Acquirente prima della conclusione di un Contratto e, nel caso ciò non fosse possibile, Multiproget informerà l'Acquirente, prima della conclusione del Contratto, sulla possibilità di visionare le CG al seguente indirizzo www.multiproget.it, in modo da permetterne il salvataggio e la successiva consultazione. A sua discrezione ed in casi eccezionali Multiproget ha facoltà di non avvalersi delle presenti CG, senza che ciò integri o possa essere interpretato come una rinuncia al diritto di avvalersene successivamente.

2. DEFINIZIONI

- 2.1 Nelle presenti CG e nei contratti di acquisto di cui le presenti CG costituiscono parte integrante:

Acquirente significa la persona fisica o giuridica che procede all'acquisto di Prodotti o che agisce in nome o per conto della persona fisica o giuridica che procede all'acquisto di Prodotti per finalità riferibili alla sua attività (anche futura) commerciale, industriale, artigianale o professionale, quale acquirente. Non si tratta, dunque, di un cliente persona fisica qualificabile come “Consumatore” ai sensi del D.Lgs n. 206/2005 e successive modifiche ed integrazioni.

Contratto significa il contratto di acquisto di cui all'articolo 4.3.

Multiproget significa MULTIPROGET S.r.l., con sede legale in Pozzoleone (VI), Via Casonetto n.16, codice fiscale, partita I.V.A. ed iscrizione Registro Imprese di Vicenza n. 02579770245.

Ordine significa un ordine inviato dall'Acquirente a Multiproget per iscritto (tramite e-mail, PEC, fax, EDI o altra piattaforma, ove applicabile o altro mezzo informatico) o tramite gli agenti, rappresentanti ed ausiliari del commercio di Multiproget (anche tramite i suddetti mezzi informatici), che è stato accettato da Multiproget. L'Acquirente si impegna ad indicare nell'Ordine (i) il codice EAN o altro codice, ove applicabile; e (ii) la quantità di Prodotti. Le presenti CG si intendono accettate dall'Acquirente, anche se non sottoscritte e/o difformi da eventuali condizioni generali o particolari di acquisto predisposte dall'Acquirente. Condizioni contrarie o divergenti o qualsivoglia altra limitazione, contenute o stampate nell'offerta dell'Acquirente o in altra sua documentazione non sono riconosciute, salvo che Multiproget le abbia approvate espressamente e per iscritto nel singolo caso.

Prodotto significa la merce acquistata o che l'Acquirente intende acquistare, oggetto di un Contratto.

3. CENNI GENERALI. QUANTITATIVI MINIMI. AMBITO DI APPLICAZIONE. ANAGRAFICA ACQUIRENTE. CARATTERISTICHE DEL PRODOTTO

- 3.1 L'offerta e la vendita dei Prodotti di Multiproget sono regolamentate esclusivamente dalle presenti CG. Le presenti CG non possono essere modificate salvo che Multiproget abbia approvato le modifiche espressamente e per iscritto nel singolo Contratto. I termini e le condizioni dell'Acquirente, inclusi quelli contenuti o stampati nell'offerta dell'Acquirente o in diversa sua documentazione, non sono riconosciuti né produrranno effetto giuridico alcuno nei confronti di Multiproget, salvo vengano definiti vincolanti espressamente e per iscritto da Multiproget.
- 3.2 Multiproget si riserva il diritto di modificare, previo avviso all'Acquirente, le caratteristiche dei Prodotti ed i prezzi. Multiproget potrà in essere ragionevoli sforzi commerciali per fornire all'Acquirente i Prodotti nei quantitativi specificati nel singolo Contratto. Multiproget si riserva il diritto di fissare un "Quantitativo Determinato d'Ordine", il quale costituisce il valore e/o il quantitativo minimo di Prodotti per singolo ordine oggetto di fornitura all'Acquirente. Il "Quantitativo Determinato d'Ordine" fissato da Multiproget può essere modificato esclusivamente da Multiproget, a proprio insindacabile giudizio e previa valutazione delle circostanze del caso concreto.
- 3.3 I preventivi di Multiproget sono senza impegno e non costituiscono un'offerta di vendita. Piani d'acquisto e forecast dell'Acquirente non contenuti in Ordini accettati da Multiproget, discussioni, negoziazioni ed altre indicazioni relative alla fornitura dei Prodotti sono da considerarsi senza impegno per Multiproget e non vincolanti.
- 3.4 L'Acquirente che intende effettuare ordini di acquisto si impegna, preliminarmente, a fornire tutte le informazioni necessarie affinché Multiproget possa compilare la relativa scheda anagrafica, incluse, a titolo indicativo e non esaustivo: tutti i dati ufficiali dell'Acquirente, P.IVA/VAT/nr. di licenza/registrazione commerciale, un estratto del registro camerale, in lingua italiana o, nel caso in cui l'Acquirente abbia residenza locata in territorio diverso da quello della Repubblica Italiana, in lingua inglese.
- 3.5 I prodotti presentati nelle brochure e nei cataloghi di Multiproget hanno carattere esclusivamente promozionale e illustrativo e sono solo indicativi.
- 3.6 L'Acquirente si impegna a rivendere i Prodotti destinati alla rivendita esclusivamente nell'esercizio della propria attività commerciale e a non utilizzare il canale di vendita del commercio elettronico direttamente e/o indirettamente per mezzo di piattaforme e/o siti terzi senza previa autorizzazione di Multiproget.

4. ACCETTAZIONE DEGLI ORDINI

- 4.1 Gli ordini dell'Acquirente diventano vincolanti per Multiproget mediante accettazione espressa da parte di Multiproget. L'Acquirente prende atto che l'accettazione di un ordine da parte di Multiproget è subordinata alla previa verifica di solvibilità dell'Acquirente e non implica a carico di Multiproget l'obbligo di accettare ordini futuri dell'Acquirente.
- 4.2 L'Ordine accettato da Multiproget non può essere annullato dall'Acquirente, se non con il consenso espresso di Multiproget.
- 4.3 A seguito dell'accettazione dell'Ordine da parte di Multiproget si perfeziona un contratto d'acquisto ("Contratto"). L'Ordine accettato e le presenti CG (che costituiscono parte integrante dell'Ordine stesso e che l'Acquirente, mediante la trasmissione dell'Ordine a Multiproget, accetta integralmente e senza riserva alcuna) formano parte integrante di ogni Contratto. In caso di conflitto tra le presenti CG ed una previsione dell'Ordine accettato, la previsione dell'Ordine accettato prevarrà sulla previsione delle presenti CG.
- 4.4 L'esecuzione dell'Ordine accettato da parte di Multiproget e/o l'invio dell'accettazione da parte di Multiproget

non costituiscono in alcun caso accettazione da parte di Multiproget delle condizioni generali di acquisto dell'Acquirente e non comportano alcuna modifica delle presenti CG.

- 4.5 Con la conclusione del Contratto, l'Acquirente accetta incondizionatamente e si obbliga ad osservare nei suoi rapporti con Multiproget le condizioni generali e di pagamento, dichiarando di avere preso visione ed accettando tutte le indicazioni fornite da Multiproget, prendendo altresì atto che Multiproget non si ritiene vincolata a condizioni diverse, se non preventivamente concordate per iscritto.

5. PREZZI. TERMINI DI PAGAMENTO

- 5.1 Il prezzo dei Prodotti è quello del listino ufficiale di Multiproget in vigore il giorno in cui viene effettuato l'ordine da parte dell'Acquirente – anche tramite gli agenti di Multiproget. Qualora ai singoli Ordini accettati vengano applicati da Multiproget prezzi differenti rispetto a quelli del listino ufficiale di Multiproget, i prezzi concordati prevarranno, essendo gli unici applicabili in deroga a qualsivoglia diversa pattuizione.
- 5.2 Multiproget si riserva il diritto di modificare il proprio listino ufficiale dei prezzi, informando tempestivamente l'Acquirente per iscritto, o tramite gli agenti, i rappresentanti e gli ausiliari del commercio di Multiproget, prima dell'applicazione del nuovo listino prezzi.
- 5.3 In nessun caso l'Acquirente può sospendere o ritardare il pagamento, compreso il caso in cui l'Acquirente sollevi un reclamo in merito ai Prodotti o ai prezzi. Salvo diversamente pattuito nel Contratto, Multiproget si riserva il diritto di modificare i Prezzi senza preavviso. La modifica dei Prezzi opererà solamente per gli Ordini trasmessi successivamente alla data della variazione medesima.
- 5.4 I prezzi dei Prodotti oggetto di vendita sono indicati nel Contratto (“**Prezzi**”). Nel caso in cui, durante il tempo trascorso tra Ordine, accettazione dell'Ordine ed esecuzione del Contratto, si verifichino aumenti dei costi di produzione (ivi inclusi, a titolo esemplificativo, i costi delle materie prime e/o i costi energetici, variazioni del prezzo applicato dai sub-fornitori) derivanti da circostanze indipendenti dalla volontà di Multiproget, quest'ultima avrà il diritto di aumentare il Prezzo dei Prodotti, in misura proporzionale all'aumento subito e a partire dalle date in cui tali aumenti sono intervenuti, previa comunicazione scritta nei confronti dell'Acquirente. In tal caso, l'Acquirente potrà recedere dal Contratto mediante dichiarazione per iscritto da farsi a Multiproget entro 5 giorni da tale comunicazione.
- 5.5 Multiproget emetterà fattura in qualsiasi momento successivo alla consegna dei Prodotti all'Acquirente. Salvo diversamente pattuito, i Prezzi si intendono IVA ed altre imposte escluse ed al netto di qualsiasi diversa imposta, dazio, prelievo, tariffa o tassa applicabili alla consegna dei Prodotti in aggiunta al pagamento del Prezzo e contemporaneamente allo stesso. Restano a carico dell'Acquirente tutte le spese per eventuali servizi aggiuntivi.
- 5.6 L'Acquirente è tenuto a corrispondere l'importo relativo a ciascun Ordine entro il termine di pagamento indicato in fattura. Il pagamento è ritenuto valido se effettuato direttamente a Multiproget con le modalità indicate nell'Ordine accettato da Multiproget. Qualsiasi pagamento effettuato in modo diverso da quello pattuito non sarà ritenuto valido da Multiproget.
- 5.7 Multiproget si riserva il diritto di subordinare la consegna dei propri Prodotti al pagamento di un acconto o al pagamento anticipato della fattura da parte dell'Acquirente che non offra una garanzia finanziaria sufficiente e/o che sia già stato inadempiente nei pagamenti. I termini di pagamento del Prezzo sono perentori. L'Acquirente pagherà il Prezzo a Multiproget nella divisa riportata nella fattura, salvo diversamente pattuito per iscritto.
- 5.8 I contenitori utilizzati per la consegna, la conservazione o l'esposizione dei Prodotti sono inclusi nel Prezzo, salvo diversamente pattuito. I contenitori non devono essere restituiti a Multiproget, salvo diversamente indicato per iscritto nel preventivo, nella accettazione dell'Ordine o in altra documentazione di Multiproget.

- 5.9 L'Acquirente non può sospendere il pagamento del Prezzo, compensare o effettuare detrazioni dal Prezzo indicato nella fattura o da altri importi comunque dovuti senza previa espressa approvazione scritta di Multiproget.
- 5.10 Multiproget si riserva il diritto di rifiutare la consegna dei Prodotti all'Acquirente nel caso in cui quest'ultimo risulti debitore nei confronti di Multiproget di importi dovuti e non corrisposti.
- 5.11 La proprietà dei Prodotti passa all'Acquirente nel momento del pagamento integrale del Prezzo.
- 5.12 In caso di ritardato pagamento viene determinato il tasso di mora di cui al D. Lgs. 231/2002 e successive modifiche senza necessità di formale atto di costituzione in mora.
- 5.13 I pagamenti si intenderanno correttamente eseguiti soltanto nel momento in cui Multiproget potrà liberamente disporre dei relativi importi. Qualora l'Acquirente non esegua correttamente i pagamenti nei termini concordati, e in ogni caso di mora dell'Acquirente, salvo il maggior danno, decorreranno automaticamente a favore di Multiproget gli interessi moratori al tasso di legge ex D. Lgs. n. 231/2002 e successive modifiche.
- 5.14 In ogni caso, Multiproget ha facoltà di compensare i crediti nei confronti dell'Acquirente (anche in relazione a diverse forniture) con eventuali debiti verso il medesimo.

6. SPEDIZIONE, CONSEGNA. CONFORMITÀ E RECLAMI. RESTITUZIONI

- 6.1 Le spedizioni sono soggette alle disposizioni degli Incoterms® 2020, se non diversamente pattuito per iscritto tra le Parti ed ai termini di spedizione indicati nello specifico Contratto. In nessun caso l'Acquirente avrà diritto alla cancellazione dell'Ordine accettato per ritardo nei termini di consegna.
- 6.2 Nel caso in cui i termini di spedizione dei Prodotti non siano indicati nel Contratto, Multiproget si riserva il diritto di scegliere il percorso ed il tipo di spedizione. I termini di consegna dei Prodotti sono da intendersi indicativi, non essenziali e stimati da Multiproget in modo accurato ma non vincolanti per Multiproget né garantiti da quest'ultima.
- 6.3 Multiproget non risponde di eventuali perdite e danni subiti dall'Acquirente causati da ritardi, mancata consegna dei Prodotti (o di parte di essi) e mancata consegna nei quantitativi richiesti. Multiproget (i) eseguirà le consegne compatibilmente con le sue esigenze di produzione, approvvigionamento e spedizione e (ii) potrà ripartire i Prodotti di un unico Ordine accettato in più consegne ovvero accorpate in un'unica consegna Prodotti indicati in Ordini diversi.
- 6.4 I Prodotti sono confezionati con imballaggio standard, integro, idoneo per il carico sui mezzi di trasporto e lo scarico a terra con strumenti adeguati ed omologati; Multiproget declina ogni responsabilità per eventuali danni ai Prodotti causati in conseguenza dello spostamento e sollevamento degli stessi eseguiti con manovre errate o con mezzi inadeguati.
- 6.5 Una volta ricevuti i Prodotti oggetto dell'Ordine, l'Acquirente ha l'onere di verificare l'integrità e la conformità del Prodotto rispetto all'Ordine effettuato; solo dopo tale verifica si dovrà procedere alla sottoscrizione dei documenti di consegna. L'Acquirente dovrà dare atto di ogni contestazione relativa alla non conformità del Prodotto sulla bolla di consegna e, successivamente, dovrà comunicarla per iscritto a Multiproget ai sensi dell'art. 8.9 entro 8 giorni decorrenti a partire dalla data di ricevimento o dal momento in cui sono stati scoperti i vizi occulti al momento del disimballaggio. Trascorso tale termine, in assenza di reclamo comunicato per iscritto a Multiproget ai sensi dell'art. 8.9, il Prodotto si intenderà accettato.
- 6.6 Il Prodotto non conforme (ad esempio: codice Prodotto o quantitativo non corrispondente a quanto ordinato, Prodotto danneggiato) può essere restituito solo previa espressa autorizzazione scritta di Multiproget. I Prodotti devono essere messi a disposizione nei termini indicati da Multiproget, che si occuperà di incaricare il vettore per il ritiro della merce. Il Prodotto dovrà essere intatto, con adesivi, contrassegni, etichette e quant'altro

apposto in origine da Multiproget sul Prodotto stesso. Resta esclusa, in ogni caso, la possibilità di richiedere la risoluzione del Contratto e/o risarcimento danno da parte dell'Acquirente nelle ipotesi di non conformità del Prodotto.

- 6.7 Multiproget si riserva il diritto di prorogare i termini di consegna, senza essere in alcun modo obbligato al pagamento di qualsiasi indennità nei seguenti casi: (a) cause di forza maggiore quali a titolo esemplificativo scioperi, mancanza o insufficienza di energia; (b) insufficienza, inesattezze o ritardi da parte dell'Acquirente nella trasmissione delle indicazioni necessarie all'esecuzione dell'Ordine accettato; (c) eventuali modifiche accettate da Multiproget dopo il ricevimento dell'Ordine; (d) difficoltà di approvvigionamento di materie prime. Multiproget provvederà a comunicare tempestivamente all'Acquirente il verificarsi ed il venir meno di una causa di forza maggiore.
- 6.8 Nel caso in cui Multiproget debba posticipare la consegna dei Prodotti rispetto al termine previsto, su richiesta dell'Acquirente o per causa a lui anche solo indirettamente imputabile, tutti gli eventuali costi aggiuntivi, come ad esempio di magazzinaggio, di movimentazione, di trasporto, etc, sono a carico dell'Acquirente stesso.
- 6.9 Multiproget si riserva altresì il diritto di recedere dal Contratto qualora la consegna dei Prodotti ordinati sia resa impossibile o comunque più onerosa per cause indipendenti dalla sua volontà

7. OBBLIGHI DELL'ACQUIRENTE

- 7.1 Salvo diversamente ed espressamente pattuito, l'Acquirente è responsabile del rispetto delle leggi e delle disposizioni amministrative applicabili in materia di importazione, esportazione, trasporto, stoccaggio e deposito dei Prodotti. I Prodotti si intendono accettati dall'Acquirente alla consegna, a condizione che l'Acquirente abbia avuto a disposizione un termine ragionevole per ispezionare i Prodotti.
- 7.2 L'Acquirente deve rispettare tutte le leggi, i regolamenti, le norme del settore e i codici di condotta applicabili in relazione alle materie contemplate (esplicitamente o implicitamente) dalle presenti CG.

8. GARANZIA LIMITATA. RISARCIMENTO, ESCLUSIONE E LIMITAZIONE DI RESPONSABILITÀ. CONSEGUENZE DELLA GARANZIA LIMITATA

- 8.1 Multiproget garantisce che i Prodotti ricevuti dall'Acquirente soddisfano le specifiche tecniche dei Prodotti riportate nell'Ordine accettato. Salvo quanto espressamente indicato nella presente clausola e nella misura consentita dalle leggi applicabili, non sono rilasciate garanzie, esplicite o implicite o diversamente operanti, relative al Prodotto venduto ai sensi del Contratto. Multiproget risponde solo per danni sofferti dall'Acquirente risultanti da comportamento intenzionale o colpa grave. Ogni ulteriore responsabilità di Multiproget è esclusa, se consentito dalla legge. Qualsiasi disposizione delle presenti CG che esclude termini, condizioni o garanzie ovvero limita la responsabilità di una parte si applica solo nella misura consentita dalla legge. Nessuna clausola del Contratto può escludere o limitare la responsabilità di una parte per circostanze in relazione alle quali l'esclusione o la limitazione della responsabilità sono contrarie alla legge.
- 8.2 Fatto salvo quanto previsto all'art. 8.1, nel caso in cui termini, condizioni o garanzie delle presenti CG devono essere sostituiti, in tutto o in parte, da termini, condizioni o garanzie legali, la responsabilità di Multiproget nei confronti dell'Acquirente ai sensi di detti termini, condizioni o garanzie è limitata, a scelta di Multiproget, alla sostituzione del Prodotto, al pagamento del costo di sostituzione del Prodotto o al pagamento del valore del Contratto al netto dell'IVA. Salvo quanto previsto dai successivi paragrafi del presente art. 8, nell'ipotesi di difetto di conformità Multiproget garantisce la sostituzione senza spese aggiuntive dei Prodotti accertati viziati e/o difettosi e/o non conformi o, nel caso in cui la sostituzione non sia possibile, la restituzione dei medesimi con emissione di nota di accredito o sconto nel successivo Ordine. Qualunque altra forma di garanzia, espressa o tacita, ivi compresa a titolo di esempio ogni garanzia di legge, si intende sostituita dalle presenti condizioni. Multiproget declina ogni responsabilità in caso di danno che si verifichi direttamente o indirettamente sui Prodotti Multiproget o commercializzati da Multiproget per conto terzi o su qualsiasi altro materiale

dell'Acquirente, non legato ad un difetto di fabbricazione.

- 8.3 Fatta eccezione per quanto espressamente previsto dalle presenti CG e nella misura consentita dalla legge, Multiproget non risponde nei confronti dell'Acquirente e di terzi per danni indiretti, danni imprevedibili al momento della stipula del Contratto, danni conseguenti, perdite (incluse le perdite per opportunità di business, di fatturato, di profitti), costi e spese.
- 8.4 L'Acquirente non può fare affidamento su dichiarazioni e garanzie di Multiproget relative ai Prodotti fatte da un dipendente di Multiproget prima o dopo la conclusione del Contratto o in altro modo ed, in particolare, a titolo esemplificativo e non esaustivo, su qualsiasi dichiarazione o garanzia relativa alla resa o all'idoneità allo scopo del Prodotto. Multiproget non è responsabile nei confronti dell'Acquirente per qualsiasi perdita o danno subito in conseguenza di tale affidamento, salvo che tale dichiarazione o garanzia siano specificamente contenuti in una clausola del Contratto e pattuiti per iscritto da un rappresentante autorizzato di Multiproget.
- 8.5 Multiproget si riserva comunque la facoltà di esaminare i Prodotti effettivamente viziati e/o difettosi e/o non conformi, al fine di valutare l'effettiva sussistenza dei vizi, difetti e/o non conformità denunciati dall'Acquirente. Contestualmente alla denuncia l'Acquirente dovrà pertanto fornire ogni informazione e documento utile alla predetta valutazione, come richiesto da Multiproget. I Prodotti dovranno in ogni caso essere posti a disposizione di Multiproget o di terzi da essa incaricati per opportuna verifica.
- 8.6 Multiproget garantisce all'Acquirente che i Prodotti (i) siano conformi a quanto indicato nelle informazioni tecniche contenute nell'Ordine accettato (ii) siano esenti da difetti di fabbricazione e/o nei materiali che li rendano inadatti all'uso cui sono abitualmente destinati beni dello stesso tipo, e che (iii) non siano privi delle qualità essenziali per detto uso (la "Garanzia"). La Garanzia sarà operante a condizione che: (i) gli eventuali difetti vengano contestati a Multiproget entro un periodo di 1 (uno) anno dalla data di consegna dei Prodotti all'Acquirente, ai sensi e per gli effetti dell'articolo 1495 c.c.; (ii) sia stata fornita la prova di acquisto del Prodotto; (iii) gli eventuali difetti siano causati da vizi di fabbricazione e/o nei materiali; e (iv) il Prodotto sia stato conservato ed impiegato nel pieno rispetto delle caratteristiche ed informazioni tecniche fornite da Multiproget. A pena di decadenza della Garanzia, l'Acquirente ha l'onere di denunciare eventuali difetti e non conformità, entro e non oltre 8 (otto) giorni dalla scoperta. Nessuna garanzia aggiuntiva diversa da quella indicata nel presente articolo 8 verrà concessa da Multiproget all'Acquirente.
- 8.7 L'accettazione dei Prodotti da parte dello spedizioniere, del vettore o di chi altro incaricato del ritiro da parte dell'Acquirente, fa fede della buona condizione dell'imballaggio ed ogni responsabilità di Multiproget a questo riguardo cessa all'atto di consegna. L'Acquirente è altresì tenuto a controllare all'arrivo che i Prodotti siano conformi all'Ordine accettato.
- 8.8 Multiproget declina ogni responsabilità per i danni di qualunque genere, sia diretti che indiretti, cagionati a cose o persone che non siano attinenti all'utilizzo che ci si poteva legittimamente attendere al momento in cui i Prodotti sono stati realizzati.
- 8.9 L'Acquirente dovrà comunicare ogni reclamo relativo alla non conformità del Prodotto via e-mail al seguente indirizzo: info@multiproget.it, allegando la copia del documento di trasporto, della fattura e le foto dei Prodotti oggetto di contestazione ed indicando il riferimento specifico al numero di fattura, al seriale, al numero di DDT di trasporto, al codice del Prodotto ed alla quantità oggetto di contestazione.
- I reclami riguardanti eventuali discordanze dai documenti di accompagnamento per il trasporto, danni o ammanchi riferibili al trasporto stesso, dovranno essere comunicati a Multiproget via e-mail al seguente indirizzo: info@multiproget.it entro 24 ore dal ricevimento dei Prodotti.
- 8.10 I difetti evidenti quali rotture, abrasioni, graffi, ovvero la mancanza di conformità alle quantità, qualità o caratteristiche estetiche si presumono conoscibili al momento della consegna.
- 8.11 L'eventuale contestazione di vizi e difetti o mancanza di conformità effettuata dall'utilizzatore finale o dall'Acquirente per rivalsa rispetto alle richieste provenienti dal proprio avente causa, inoltrate oltre il suddetto

periodo di Garanzia, saranno a totale carico dell'Acquirente, con esclusione di qualsivoglia diritto di rivalsa o regresso. Le sostituzioni effettuate in Garanzia non comportano alcuna proroga della durata, né il rinnovo della Garanzia.

- 8.12 La Garanzia non opera se non sono state osservate le avvertenze e le prescrizioni fornite o attese secondo un normale criterio di diligenza.
- 8.13 E' escluso qualsiasi altro diritto o rimedio previsto dalla legge, in particolare ma non solo dagli articoli 1490, 1497, 1512 c.c.; è in ogni caso escluso il risarcimento del danno, salvo il caso di dolo o colpa grave di Multiproget. Nella misura consentita dalla legge applicabile, quanto previsto dal presente articolo 8 costituisce in ogni caso l'unico ed esclusivo rimedio a favore dell'Acquirente nel caso in cui i Prodotti risultino essere difettosi, a condizione che l'Acquirente adempia all'obbligo di contestare a Multiproget il presunto difetto in maniera tempestiva e per iscritto e che abbia provveduto al pagamento dei predetti Prodotti.

9. RISOLUZIONE

- 9.1 Multiproget, previo avviso all'Acquirente, a sua scelta e senza pregiudizio di qualsiasi altro diritto che possa avere, potrà sospendere o risolvere con effetto immediato, ai sensi dell'art. 1456 c.c., i Contratti ovvero richiedere all'Acquirente il pagamento anticipato del Prezzo o al momento della consegna, annullare la fornitura di Prodotti non consegnati o la cui consegna non è stata completata, in qualsiasi momento, mediante preventiva comunicazione scritta, qualora:
- (a) l'Acquirente venga posto in liquidazione o assoggettato ad una qualsiasi procedura concorsuale, di risanamento, liquidazione o scioglimento o si trovi in uno stato di difficoltà finanziaria;
 - (b) si verifichi una qualsiasi variazione della compagine sociale dell'Acquirente;
 - (c) si verifichi un evento di forza maggiore che impedisca all'Acquirente di adempiere alle proprie obbligazioni derivanti dal Contratto per un periodo superiore a 30 (trenta) giorni.

Multiproget non sarà in alcun modo responsabile nei confronti dell'Acquirente per qualsiasi danno subito dall'Acquirente in conseguenza della sospensione o della risoluzione del Contratto. La risoluzione del Contratto per qualsiasi ragione non pregiudica i diritti acquisiti da Multiproget fino al momento della risoluzione.

10. FORZA MAGGIORE

- 10.1 Non costituirà inadempimento agli obblighi assunti negli Ordini e nei Contratti la mancata esecuzione delle obbligazioni di Multiproget che sia impedita da circostanze oggettive che siano imprevedibili e che siano al di fuori del proprio controllo. Saranno a tal proposito considerati eventi di forza maggiore, a titolo esemplificativo e non esaustivo, epidemie, disastri naturali, ordini della pubblica Autorità, guerre, sommosse civili, embargo, impedimento dell'approvvigionamento di materie prime, energia o altri materiali, esplosioni, incendi, distruzione di macchine, attrezzature, fabbriche, scioperi generali e serrate di qualsiasi natura, interruzione prolungata del trasporto e delle telecomunicazioni. Nel caso in cui Multiproget fosse impedita nell'adempimento dei propri obblighi da un evento di forza maggiore dovrà darne immediata comunicazione all'Acquirente e potrà sospendere l'adempimento dei propri obblighi contrattuali.

11. DIVIETO DI CESSIONE

- 11.1 Il Contratto, l'Ordine ed i crediti da essi derivanti non possono essere oggetto di cessione da parte dell'Acquirente senza il previo consenso scritto di Multiproget.

12. TRACCIABILITÀ DEI PRODOTTI. UTILIZZO DI MARCHI, SEGNI ED ALTRI DIRITTI INDUSTRIALI. RISERVATEZZA

- 12.1 Tutti i marchi, segni distintivi, i loghi, i nomi commerciali e gli altri diritti di proprietà intellettuale sui Prodotti, le collezioni di Prodotti e su qualsiasi documento di Multiproget e nel suo sito web sono marchi registrati e non registrati di Multiproget o di terzi che hanno concesso in licenza i loro marchi a Multiproget (i "**Marchi**"). L'Acquirente non può riprodurre o comunque utilizzare i Marchi senza previa autorizzazione scritta di Multiproget. Salvo diverso accordo scritto, all'Acquirente non è consentito l'uso dei Marchi utilizzati da Multiproget per distinguere i suoi prodotti da quelli di altre imprese, ad eccezione del commercio dei Prodotti nella loro confezione originale su cui sono stati applicati Marchi, segni e altre indicazioni da parte di Multiproget. Gli obblighi contenuti nel presente articolo saranno imposti anche a carico del cliente dell'Acquirente e a tutti gli acquirenti successivi.
- 12.2 L'Acquirente può modificare o rimuovere i Marchi (compresi, senza limitazione, i nomi societari o commerciali, le etichette e ogni altro elemento oggetto di diritto di proprietà intellettuale) dall'imballaggio dei Prodotti solo previa autorizzazione scritta di Multiproget oppure se consentito dalla legge.
- 12.3 Tutte le informazioni tecniche, commerciali, finanziarie, operative o di altro tipo, i materiali e i dati di qualsiasi natura e forma, inclusi quelli relativi ai Prodotti ed ai servizi di Multiproget, sono di proprietà di quest'ultimo e devono essere trattati dall'Acquirente con riservatezza. L'Acquirente manterrà dette informazioni riservate e confidenziali, non le divulgherà a terzi senza il previo consenso scritto di Multiproget né le utilizzerà per scopi diversi da quelli indicati nelle presenti CG e nei Contratti. Tale impegno di riservatezza previsto a carico dell'Acquirente non si applica alle informazioni che al momento della comunicazione (i) erano già in possesso dell'Acquirente (ii) erano di pubblico dominio senza responsabilità da parte dell'Acquirente (iii) sono state legittimamente trasmesse all'Acquirente da un terzo legittimato a divulgarle (iv) devono essere divulgate a seguito dell'emissione di un provvedimento giudiziale.

13. DIRITTO APPLICABILE E FORO ESCLUSIVO

- 13.1 Le presenti CG ed il Contratto di cui le presenti CG fanno parte integrante sono interpretati e regolati dalla legge italiana, senza applicazione delle norme sui conflitti di leggi. La Convenzione delle Nazioni Unite sui contratti di vendita internazionale di beni adottata a Vienna, Austria, il 10 aprile 1980 non si applica alla fornitura dei Prodotti ai sensi delle presenti CG. Tutti i riferimenti alle leggi, ai decreti legislativi e a qualsiasi altra disposizione di legge contenuti nelle presenti CG sono riferimenti alla legge italiana.
- 13.2 Il tribunale di Vicenza, Italia, avrà competenza esclusiva in ogni controversia tra Multiproget e l'Acquirente relativa alle presenti CG ed al Contratto di cui le presenti CG fanno parte integrante.

14. MISCELLANEA

- 14.1 Ogni comunicazione relativa alle presenti CG ed al Contratto deve essere fatta per iscritto e consegnata via posta o e-mail al destinatario, all'indirizzo indicato nel Contratto ovvero a quello comunicato per iscritto da una Parte all'altra.
- 14.2 Qualora singole previsioni delle presenti CG dovessero risultare, interamente o parzialmente, nulle, invalide, illegali o inapplicabili, ciò non compromette l'efficacia delle altre previsioni e delle restanti parti delle altre previsioni. In tal caso, le presenti CG saranno efficaci nei confronti delle Parti con esclusione della previsione invalida, illegale o inapplicabile. La tolleranza di Multiproget in relazione alla mancata rigorosa esecuzione da parte dell'Acquirente di qualsiasi previsione contenuta nelle presenti CG non sarà considerata una rinuncia all'esercizio, da parte di Multiproget, a qualsiasi suo diritto, esistente o futuro, in relazione a detta previsione.
- 14.3 La relazione commerciale tra Multiproget e l'Acquirente non crea un rapporto di agenzia, partnership, joint venture o di lavoro subordinato tra le Parti. Nessuna delle parti ha l'autorità di agire in nome o per conto dell'altra in alcun modo.
- 14.4 Le presenti CG sono valide a tempo indeterminato e rimangono soggette a modifiche da parte di Multiproget in qualsiasi momento senza preavviso.

15. DATI PERSONALI

- 15.1 L'Acquirente dichiara di avere preso visione dell'informativa ai sensi degli artt. 13 e 14 del Regolamento (UE) 2016/679 ("GDPR") disponibile su sito internet di Multiproget e con l'accettazione delle presenti CG fornisce il consenso al trattamento dei propri dati personali per le finalità e secondo le modalità indicate nell'anzidetta informativa. I dati personali, societari e fiscali dell'Acquirente, acquisiti direttamente o indirettamente da Multiproget, saranno raccolti e trattati in forma cartacea, informatica o telematica, esclusivamente al fine di consentire l'esecuzione degli Ordini accettati. I dati acquisiti da Multiproget saranno conservati per un periodo di tempo non superiore a quello necessario agli scopi per i quali sono stati raccolti e successivamente trattati. Per quanto qui non espressamente previsto si fa rinvio alla suddetta informativa, che l'Acquirente dichiara di avere ricevuto, visionato ed inteso.

N.B. Inviando anche tramite mezzi informatici e/o agenti, rappresentanti e/o ausiliari del commercio di Multiproget qualunque ordine l'Acquirente dichiara di approvare specificamente, ex art. 1341 e 1342 c.c., le seguenti pattuizioni delle presenti CG:

3.1., 3.2. e 3.5. Cenni generali. Quantitativi minimi. Ambito di applicazione. Anagrafica acquirente. Caratteristiche del prodotto

4.1. Accettazione degli Ordini

5. Prezzi e termini di pagamento

6.1. e 6.2. Spedizione, consegna. Conformità e reclami. Restituzioni

7.1. e 7.2. Obblighi dell'Acquirente

8. Garanzia limitata. Risarcimento, esclusione e limitazione di responsabilità. Conseguenze della garanzia limitata

9. Risoluzione

11. Divieto di cessione

12.1, 12.2 e 12.3 Tracciabilità dei prodotti. Utilizzo di marchi, segni ed altri diritti industriali. Riservatezza

13. Diritto Applicabile e Foro Esclusivo

GENERAL SALE CONDITIONS FOR PROFESSIONAL CUSTOMERS (B2B)

APPLIED BY MULTIPROGET S.R.L.

Version Rev.00 dated 06/02/2026

1. APPLICABILITY

- 1.1. These Business to Business General Conditions (“**GC**”) shall apply to all Orders for Products sold or intended to be sold by Multiproget in any region of the world to customers qualifying as “Professionals” operating in the course of their business or professional activity as of 06/02/2026. Multiproget and the Buyer will hereinafter be jointly referred to as the “**Parties**”. Where the Parties have entered into a specific supply agreement, including a periodic supply agreement, or distribution agreement, these GC shall supplement and shall apply also to the said business relationship, unless expressly waived. In case of conflict, the specific supply agreement shall prevail over these GC.
- 1.2. Multiproget reserves the right to change these GC, in whole or in part, at any time and without prior notice. These GC will be communicated to the Buyer prior to the conclusion of a Contract and, in the event that this is not possible, Multiproget will inform the Buyer, prior to the conclusion of the Contract, about the possibility of viewing the GC at the following website www.multiproget.it, so that they can be downloaded and subsequently consulted. At its discretion and in exceptional cases Multiproget is entitled not to avail itself of these GC, without this integrating or being construed as a waiver of the right to avail itself of them subsequently.

2. DEFINITIONS

- 2.1. In these GC and in the purchase contracts of which these GC are an integral part:

Buyer means natural person or legal entity that proceeds to purchase Products or that acts in the name or on behalf of a natural person or legal entity that proceeds to purchase Products for purposes referable to its (including future) commercial, industrial, handicraft or professional activity, as a buyer. Therefore, it is not a natural person client qualifying as a “Consumer” under Legislative Decree no. 206/2005 and subsequent amendments and integrations.

Contract means the purchase contract referred to in Article 4.3.

Multiproget means MULTIPROGET S.r.l., with registered office at Via Casonetto no.16, Pozzoleone (VI), Italy, Fiscal Code, Vat number and registration with the Register of Companies of Vicenza no. 02579770245.

Order means an order sent by the Buyer to Multiproget in writing (by ordinary e-mail, certified e-mail, fax, EDI or other computerized means) or through Multiproget’s agents, representatives and trade assistants (including by the above computerized means), which has been accepted by Multiproget. The Buyer undertakes to indicate in the Order (i) the EAN code; and (ii) the quantity of the Products. These GC shall be deemed accepted by the Buyer, even if not signed and/or deviating from any general or particular terms and conditions of purchase prepared by the Buyer. Any contrary or divergent conditions or any other limitation contained or printed in the Buyer’s offer or other documentation shall not be recognized unless Multiproget has expressly approved them in writing on a case-by-case basis.

Product means the goods purchased or that the Buyer intends to purchase, which are the subject of a Contract.

3. GENERAL HINTS. MINIMUM QUANTITIES. SCOPE OF APPLICATION. BUYER RECORD. PRODUCT CHARACTERISTICS.

- 3.1. The offer and sale of Multiproget's Products are governed exclusively by these GC. These GC may not be amended unless Multiproget has expressly approved the amendments in writing in the individual Contract. The Buyer's terms and conditions, including those contained or printed in the Buyer's offer or other documentation thereof, are not recognized by or shall have any legal effect whatsoever against Multiproget unless they are expressly defined as binding in writing by Multiproget.
- 3.2. Multiproget reserves the right to change, upon notice to the Buyer, the characteristics of the Products and prices. Multiproget will use reasonable commercial efforts to supply to the Buyer the Products in the quantities specified in the individual Contract. Multiproget reserves the right to set a "Fix Order Quantity," which shall constitute the minimum value and/or quantity of Products per individual order to be supplied to the Buyer. The "Fix Order Quantity" set by Multiproget may be modified exclusively by Multiproget, at its sole discretion and following an assessment of the specific circumstances of the case.
- 3.3. Multiproget's quotations are non-binding and do not constitute a sales offer. Buyer's purchase plans and forecasts not contained in the Orders accepted by Multiproget, as well as discussions, negotiations and other indications relating to the supply of the Products are to be considered non binding on Multiproget and not enforceable.
- 3.4. The Buyer who intends to place purchase orders agrees, in advance, to provide all the information necessary for Multiproget to complete the relevant buyer record including, but not limited to: all official data of the Buyer, VAT/Tax Identification no., an excerpt from the Trade register, in Italian language or, in the case where the Buyer has its legal seat in a territory outside the Italian Republic, in English language.
- 3.5. The products presented in Multiproget's brochures and catalogues are for promotional and illustrative purposes only and are merely indicative.
- 3.6. The Buyer agrees to resell the Products for resale exclusively in its own business establishment and not to use the e-commerce sales channel directly and/or indirectly by means of third-party platforms and/or sites without prior authorization from Multiproget.

4. ACCEPTANCE OF ORDERS

- 4.1. The Buyer's orders become binding on Multiproget upon express acceptance by Multiproget. The Buyer acknowledges that the acceptance of an order by Multiproget is subject to prior verification of Buyer's solvency and does not imply an obligation on Multiproget to accept future orders from the Buyer.
- 4.2. The Order accepted by Multiproget cannot be cancelled by the Buyer except with the express consent of Multiproget.
- 4.3. Upon Multiproget's acceptance of the Order, a purchase contract ("**Contract**") is concluded. The accepted Order and these GC (which form an integral part of the Order and which the Buyer, by sending the Order to Multiproget, accepts in full and without reservation) form an integral part of each Contract. In the event of a conflict between these GC and a provision of the accepted Order, the provision of the accepted Order shall prevail over the provision of these GC.
- 4.4. The execution of the Order accepted by Multiproget and/or the sending of the acceptance by Multiproget does not under any circumstances constitute Multiproget's acceptance of the Buyer's general purchase conditions and does not result in any modification of these GC.

- 4.5. By concluding the Contract, the Buyer unconditionally accepts and undertakes to observe in its dealings with Multiproget the general conditions and payment conditions, declaring that it has read and it accepts all the indications provided by Multiproget, also acknowledging that Multiproget does not consider itself bound by different terms and conditions unless agreed in advance in writing.

5. PRICES. TERMS OF PAYMENT

- 5.1. The price of the Products shall be as per Multiproget's official price list in effect on the day on which the order is placed by the Buyer – including through Multiproget's agents. If different prices from Multiproget's official price list are applied to individual accepted Orders, the agreed prices shall prevail, as they are the only ones applicable, overriding any other agreements.
- 5.2. Multiproget reserves the right to change its official price list by promptly informing the Buyer in writing, or through Multiproget's agents, representatives and commercial assistants, prior to the implementation of the new price list.
- 5.3. Under no circumstances may the Buyer suspend or delay the payment, including in case the Buyer raises a claim regarding the Products or the prices. Unless otherwise agreed in the Contract, Multiproget reserves the right to change the Prices without notice. The price change will apply only to Orders submitted after the date of the change.
- 5.4. The prices of the Products being sold are set forth in the Contract (“**Prices**”). In the event that, during the time elapsed between the Order, the acceptance of the Order and the execution of the Contract, there are increases in production costs (including, without limitation, raw material and/or energy costs, changes in the price charged by sub-suppliers) resulting from circumstances beyond Multiproget's control, Multiproget shall have the right to increase the Price of the Products, in proportion to the increase suffered and as of the dates on which such increases occurred, upon written notice to the Buyer. In such event, the Buyer may terminate the Contract by written notice to be given to Multiproget within 5 days from the price increase notice.
- 5.5. Multiproget will invoice at any time following the delivery of the Products to the Buyer. Unless otherwise agreed, Prices are exclusive of VAT and other taxes as well as exclusive of any other taxes, duties, levies, tariffs or fees applicable upon delivery of the Products in addition to and concurrently with the payment of the Price. All charges for any additional services shall remain the responsibility of the Buyer.
- 5.6. The Buyer shall pay the amount for each Order within the payment term stated on the invoice. Payment is considered valid only if made directly to Multiproget using the methods specified in the Order accepted by Multiproget. Any payment made in a manner different from the agreed-upon method will not be considered valid by Multiproget.
- 5.7. Multiproget reserves the right to make the delivery of its Products contingent upon the payment of a deposit or advance payment of the invoice by the Buyer who does not offer sufficient financial security and/or has already defaulted on payments. The payment terms for the Price are preemptory. The Buyer will pay the Price to Multiproget in the currency stated on the invoice, unless otherwise agreed in writing.
- 5.8. Containers used for delivery, storage or display of the Products are included in the Price, unless otherwise agreed. Containers are not to be returned to Multiproget unless otherwise stated in writing in the quotation, Order acceptance or other documentation from Multiproget.
- 5.9. The Buyer may not suspend the payment of the Price, offset or make deductions from the Price stated on the invoice or other amounts otherwise due without Multiproget's express prior written approval.
- 5.10. Multiproget reserves the right to reject the delivery of the Products to the Buyer in the event that Buyer owes

Multiproget any amounts due and unpaid.

- 5.11. Ownership of the Products passes to the Buyer upon full payment of the Price.
- 5.12. In the event of late payment, the late interest rate will be determined as per Legislative Decree 231/2002 and its subsequent amendments, without the of for a formal notice of default.
- 5.13. Payments will be considered correctly executed only when Multiproget can freely dispose of the relevant amounts. If the Buyer fails to make payments correctly within the agreed terms, and in any case of Buyer's delay, without prejudice to any further damages, late payment interest will automatically accrue in favour of Multiproget at the legal rate pursuant to Legislative Decree no. 231/2002 and its subsequent amendments.
- 5.14. In any case, Multiproget has the right to offset credits towards the Buyer (even in relation to different supplies) against any debts owed to the same Buyer.

6. SHIPPING, DELIVERY. COMPLIANCE AND COMPLAINTS. RETURNS

- 6.1. Shipments are subject to the provisions of Incoterms® 2020, unless otherwise agreed in writing between the Parties and to the shipping terms stated in the specific Contract. Under no circumstances shall the Buyer be entitled to cancellation of the accepted Order due to a delay in the delivery terms.
- 6.2. In the event that shipping terms for the Products are not specified in the Contract, Multiproget reserves the right to choose the route and type of shipment. Delivery terms for Products are intended to be approximate, non-essential and estimated by Multiproget accurately but not binding on or guaranteed by Multiproget.
- 6.3. Multiproget shall not be liable for any loss or damage suffered by the Buyer caused by delays, non- delivery of Products (or any part thereof) and failure to deliver in the quantities requested. Multiproget (i) will make deliveries in accordance with its production, procurement, and shipping needs, and (ii) may divide the Products of a single accepted Order into multiple deliveries or consolidate Products from different Orders into a single delivery.
- 6.4. The Products are packaged with standard, intact packaging suitable for loading onto transport vehicles and unloading onto the ground with appropriate and certified equipment; Multiproget disclaims any responsibility for damages to the Products caused by improper moving or lifting carried out with incorrect manoeuvres or inadequate equipment.
- 6.5. Once the Products subject to the Order are received, the Buyer is responsible for checking the integrity and conformity of the Product with respect to the Order placed; only after such verification the delivery documents should be signed. The Buyer must note any dispute regarding the non- conformity of the Product on the delivery note and must subsequently notify Multiproget in writing pursuant to Article 8.9 within 8 days from the date of receipt or from the moment the hidden defects are discovered during unpacking. After this period, in the absence of a written complaint to Multiproget pursuant to Article 8.9, the Product will be deemed accepted.
- 6.6. Non-conforming Product (for example: Product code or quantity not corresponding to what was ordered, damaged Product) may be returned only with the express written authorization of Multiproget. The Products must be made available within the terms indicated by Multiproget, who will arrange for the carrier to collect the goods. The Product must be intact, with stickers, markings, labels and anything else originally affixed by Multiproget on the Product itself. In any case, the Buyer is not entitled to request the termination of the Contract and/or compensation for damages in the event of non-conformity of the Product.
- 6.7. Multiproget reserves the right to extend the delivery terms, without being in any way obliged to pay any indemnity

in the following cases: (a) causes of force majeure such as, by way of example, strikes, lack or insufficiency of energy; (b) insufficiency, inaccuracies or delays on the part of the Buyer in sharing the information necessary for the execution of the accepted Order; (c) any changes accepted by Multiproget after the receipt of the Order; (d) difficulties in the supply of raw materials. Multiproget will promptly notify the Buyer of the occurrence and cessation of a force majeure event.

- 6.8. In the event that Multiproget has to postpone the delivery of the Products with respect to the due date, at the request of Buyer or due to causes even indirectly attributable to the Buyer, all additional costs, such as storage, handling, transportation, etc., shall be borne by the Buyer.
- 6.9. Multiproget also reserves the right to withdraw from the Contract if the delivery of the Products ordered is made impossible or otherwise more onerous due to causes beyond its control.

7. BUYER'S OBLIGATIONS

- 7.1. Unless otherwise and expressly agreed, the Buyer is responsible for complying with applicable laws and administrative regulations relating to the import, export, transportation, storage and warehousing of the Products. The Products shall be deemed accepted by the Buyer upon delivery, provided that the Buyer has had a reasonable time to inspect the Products.
- 7.2. The Buyer shall comply with all applicable laws, regulations, industry standards, and codes of conduct relating to the matters covered (explicitly or implicitly) by these GC.

8. LIMITED WARRANTY. COMPENSATION, EXCLUSION AND LIMITATION OF LIABILITY. CONSEQUENCES OF LIMITED WARRANTY.

- 8.1. Multiproget warrants that the Products received by the Buyer meet the Product specifications set forth in the accepted Order. Except for what expressly set forth in this clause and to the extent permitted by the applicable law, no warranties, either express or implied or otherwise operating, are made with respect to the Product sold under the Contract. Multiproget shall be liable only for damages suffered by the Buyer resulting from intentional conduct or gross negligence. Any further liability of Multiproget is excluded, if permitted by law. Any provision of these GC that excludes terms, conditions or warranties or limits a party's liability shall apply only to the extent permitted by law. No provision of the Contract may exclude or limit a party's liability for circumstances in relation to which the exclusion or limitation of liability is contrary to law.
- 8.2. Without prejudice to the provisions of Article 8.1, in the event that terms, conditions or warranties of these GC are to be replaced, in whole or in part, by legal terms, conditions or warranties, Multiproget's liability towards the Buyer under such terms, conditions or warranties shall be limited, at Multiproget's option, to replacement of the Product, payment of the replacement cost of the Product or payment of the value of the Contract net of VAT. Except for the provisions in the following paragraphs of this Article 8, in the event of a conformity-defect Multiproget guarantees the replacement of the Products ascertained as defective and/or flawed and/or non-conforming at no additional expenses, or, if replacement is not possible, the return of the same with the issuance of a credit note or discount on the next Order. Any other form of warranty, express or implied, including by way of example any legal warranty, shall be deemed superseded by these conditions. Multiproget disclaims any liability in the event of damage occurring directly or indirectly to Multiproget Products or marketed by Multiproget on behalf of third parties or to any other material of the Buyer, unrelated to a manufacturing defect.
- 8.3. Multiproget nevertheless reserves the right to examine the Products actually flawed and/or defective and/or non-conforming, in order to assess the actual existence of the flaws, defects and/or non-conformities complained by the Buyer. At the same time as the complaint, the Buyer must therefore provide any information and documents useful for the aforementioned assessment, as requested by Multiproget. The Products shall in any case be made available to Multiproget or third parties appointed by Multiproget for appropriate verification.

- 8.4. Multiproget warrants to the Buyer that the Products (i) conform to what is set forth in the technical information contained in the accepted Order (ii) are free from manufacturing defects and/or in materials that make them unsuitable for the use for which goods of the same type are customarily intended, and (iii) are not lacking in essential qualities for said use (the “**Warranty**”). The Warranty shall be effective provided that: (i) any defects are reported to Multiproget within a period of 1 (one) year from the date of delivery of the Products to the Buyer, pursuant to and for the purposes of Article 1495 of the Italian Civil Code; (ii) proof of purchase of the Product has been provided; (iii) any defects are caused by manufacturing and/or material defects; and (iv) the Product has been stored and used in full compliance with the characteristics and technical information provided by Multiproget. Under penalty of expiration of the Warranty, the Buyer has the burden of reporting any defects and non-conformities, no later than 8 (eight) days from the discovery. No additional warranty other than that set forth in this Article 8 shall be granted by Multiproget to the Buyer.
- 8.5. The acceptance of the Products by the shipper, the carrier, or any other party appointed by the Buyer for the pickup constitutes acknowledgment of the good condition of the packaging, and Multiproget’s responsibility in this regard ceases at the time of delivery. The Buyer shall also check upon arrival that the Products conform to the accepted Order.
- 8.6. Multiproget disclaims all liability for damages of any kind, whether direct or indirect, caused to things or persons that are not related to the use that could legitimately be expected at the time the Products were made.
- 8.7. The Buyer shall communicate any claim regarding Product non-conformity by e-mail to the following address: info@multiproget.it enclosing the copy of the transport document, invoice and photos of the disputed Products and indicating the specific reference to the invoice number, transport number – DDT, Product code and disputed quantity. Complaints regarding any discrepancies from the accompanying transport documents, damages or shortages referable to the transport itself, must be communicated to Multiproget by e-mail to the following address: info@multiproget.it within 24 hours from the receipt of the Products.
- 8.8. Obvious defects such as breaks, abrasions, scratches, or lack of conformity to quantity, quality, or aesthetic characteristics are presumed to be cognizable at the time of delivery.
- 8.9. Any dispute regarding defects, faults, or lack of conformity raised by the end user or the Buyer for recourse against the claims coming from their assignees, submitted after the aforementioned Warranty period, shall be the sole responsibility of the Buyer, excluding any right of recourse or indemnity. Replacements made under the Warranty do not extend or renew the duration of the Warranty.
- 8.10. The Warranty does not operate if the warnings and requirements given or expected according to a normal standard of care have not been observed.
- 8.11. Any other right or remedy provided by law, in particular but not limited to articles 1490, 1497, 1512 of the Italian Civil Code is excluded; compensation for damages is in any event excluded, except in the case of wilful misconduct or gross negligence of Multiproget. To the extent permitted by the applicable law, the provisions of this Article 8 shall in any event constitute Buyer’s sole and exclusive remedy in the event that the Products are found to be defective, provided that the Buyer fulfils its obligation to notify Multiproget of the alleged defect in a timely manner and in writing and has paid for said Products.

9. RESOLUTION

- 9.1. Multiproget, upon notice to the Buyer, at its discretion and without prejudice to any other rights it may have, may suspend or terminate with immediate effect, pursuant to Article 1456 of the Italian Civil Code, the Contracts or require the Buyer to pay the Price in advance or upon delivery, cancel the supply of undelivered Products or the delivery of which has not been completed, at any time, by prior written notice, if:

- (a) the Buyer is placed in liquidation or subject to any bankruptcy, reorganization, liquidation or winding up proceedings or is in a state of financial difficulty;
- (b) there is any change in the corporate structure of the Buyer;
- (c) a force majeure event occurs that prevents the Buyer from fulfilling its obligations under the Contract for a period exceeding 30 (thirty) days.

Multiproget shall in no way be liable towards the Buyer for any damages suffered by the Buyer as a result of suspension or termination of the Contract. Termination of the Contract for any reason shall not affect any rights acquired by Multiproget up to the time of termination.

10. FORCE MAJEURE

- 10.1. A failure to perform Multiproget's obligations under the Orders and Contracts that is prevented by objective circumstances that are unforeseeable and beyond its control shall not constitute a breach of its obligations under the Orders and Contracts. In this regard, the events of force majeure are, by way of example but not limited to, epidemics, natural disasters, orders of public authority, wars, civil uprisings, embargoes, impediment of the supply of raw materials, energy or other materials, explosions, fires, destruction of machinery, equipment, factories, general strikes and lockouts of any nature, prolonged interruption of transportation and telecommunications. In the event that Multiproget is prevented from performing its obligations by a force majeure event it shall give immediate notice to the Buyer and may suspend the performance of its contractual obligations.

11. PROHIBITION OF TRANSFER

- 11.1. The Contract, the Order and the claims arising therefrom may not be assigned by the Buyer without Multiproget's prior written consent.

12. TRACEABILITY OF PRODUCTS. USE OF TRADEMARKS, SIGNS AND OTHER INDUSTRIAL RIGHTS. CONFIDENTIALITY

- 12.1. All trademarks, distinctive signs, logos, trade names, and other intellectual property rights on Multiproget's Products, Product collections, and on any documents of Multiproget and on its website are registered and unregistered trademarks of Multiproget or third parties who have licensed their trademarks to Multiproget (the "Marks"). The Buyer may not reproduce or otherwise use the Marks without Multiproget's prior written authorization. Unless otherwise agreed in writing, the Buyer shall not be permitted to use the Marks used by Multiproget to distinguish its products from those of other companies, except to trade the Products in their original packaging to which Marks, signs and other indications have been applied by Multiproget. The obligations contained in this Article shall also be imposed on the Buyer's clients and all subsequent purchasers.
- 12.2. The Buyer may modify or remove the Marks (including, without limitation, corporate or trade names, labels, and any other items subject to intellectual property rights) from the packaging of the Products only with Multiproget's prior written authorization or if permitted by law.
- 12.3. All technical, commercial, financial, operational or other information, materials and data of any nature and form, including those relating to Multiproget's Products and services, are property of Multiproget and shall be treated by the Buyer with confidentiality. The Buyer shall keep said information private and confidential and shall not disclose it to any third party without Multiproget's prior written consent nor use it for any purpose other than as set forth in these GC and the Contracts. This confidentiality commitment of the Buyer shall not apply to information that at the time of disclosure (i) was already in Buyer's possession (ii) was in the public domain without liability on Buyer's part (iii) was lawfully transmitted to the Buyer by a third party entitled to disclose it (iv) is required to be disclosed as a result of the issuance of a court order.

13. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 13.1. The GC and the Contract of which these GC are an integral part shall be interpreted and governed by the Italian law, without application of conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna, Austria, on April 10, 1980, shall not apply to the supply of the Products under these GC. All references to laws, legislative decrees, and any other legal provisions contained in these GC are references to the Italian law.
- 13.2. The court of Vicenza, Italy, shall have exclusive jurisdiction in any dispute between Multiproget and the Buyer relating to these GC and the Contract of which these GC are an integral part.

14. MISCELLANEA

- 14.1. Any notice regarding these GC and the Contract shall be in writing and delivered by mail or e-mail to the addressee, either at the address specified in the Contract or at the address communicated in writing by one Party to the other.
- 14.2. Should individual provisions of these GC be wholly or partially invalid, illegal, or unenforceable, this shall not affect the effectiveness of the other provisions and the remaining parts of the other provisions. In such a case, these GC shall be effective for the Parties excluding of the invalid, illegal, or unenforceable provision. Multiproget's forbearance with respect to the Buyer's failure to strictly perform any provision contained in these GC shall not be deemed a waiver of Multiproget's exercise of any of its rights, existing or future, with respect to such provision.
- 14.3. The business relationship between Multiproget and the Buyer does not create an agency, partnership, joint venture, or employment relationship between the Parties. Neither party has the authority to act for or on behalf of the other in any way.
- 14.4. These GC are valid indefinitely and remain subject to change by Multiproget at any time without notice.

15. PERSONAL DATA

- 15.1. The Buyer declares to have read the information notice pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR") available on Multiproget's website and by accepting these GC provides consent to the processing of its personal data for the purposes and in the manner indicated in the aforementioned information notice. The Buyer's personal, corporate and tax data, acquired directly or indirectly by Multiproget, will be collected and processed in paper, computer or telematic form, exclusively for the purpose of enabling the execution of the accepted Orders. The data acquired by Multiproget will be kept for a period of time not exceeding the time necessary for the purposes for which it was collected and subsequently processed. For anything not expressly provided for herein, reference is made to the aforementioned information notice, which the Buyer declares to have received, viewed and understood.

NOTE: By sending any order even by computer means and/or agents, representatives and/or commercial assistants of Multiproget the Buyer declares that it specifically approves, pursuant to Article 1341 and 1342 of the Italian Civil Code, the following provisions of these GC:

- 3.1, 3.2. e 3.5. General hints. Minimum quantities. Field of application. Buyer's Data. Product specifications.
- 4.1 Acceptance of the Orders
5. Price and payment terms
- 6.1. 6.2. Transport. Delivery and Return of Products Risk and Acceptance of Products
- 7.1 7.2. Buyer's obligations

- 8. Limited Warranty; Damages, Exclusions and Limitations of Liability
- 8. Multiproget's termination and other rights 11
 - Non-transferability of Contracts and credits
- 12.1, 12.2 12.3 Traceability. Trademarks and Intellectual Property
- 13. Applicable law and Exclusive Jurisdiction

U.S. GENERAL TERMS AND CONDITIONS OF SALE

APPLIED BY MULTIPROGET S.R.L.

Versione Rev.00 del 06/02/2026

1. APPLICABILITY

- 1.1. These Business to Business General Conditions (“**GC**”) shall apply to all Orders for Products sold or intended to be sold by Multiproget in any region of the world to customers qualifying as “Professionals” operating in the course of their business or professional activity as of 06/02/2026. Multiproget and the Buyer will hereinafter be jointly referred to as the “**Parties**”. Where the Parties have entered into a specific supply agreement, including a periodic supply agreement, or distribution agreement, these GC shall supplement and shall apply also to the said business relationship, unless expressly waived. In case of conflict, the specific supply agreement shall prevail over these GC.
- 1.2. Multiproget reserves the right to change these GC, in whole or in part, at any time and without prior notice. These GC will be communicated to the Buyer prior to the conclusion of a Contract and, in the event that this is not possible, Multiproget will inform the Buyer, prior to the conclusion of the Contract, about the possibility of viewing the GC at the following website [www. www.multiproget.it](http://www.multiproget.it), so that they can be downloaded and subsequently consulted. At its discretion and in exceptional cases Multiproget is entitled not to avail itself of these GC, without this integrating or being construed as a waiver of the right to avail itself of them subsequently.

2. DEFINITIONS

- 2.1. In these GC and in the purchase contracts of which these GC are an integral part:

Buyer means natural person or legal entity that proceeds to purchase Products or that acts in the name or on behalf of a natural person or legal entity that proceeds to purchase Products for purposes referable to its (including future) commercial, industrial, handicraft or professional activity, as a buyer. Therefore, it is not a natural person client qualifying as a “Consumer” under Legislative Decree no. 206/2005 and subsequent amendments and integrations.

Contract means the purchase contract referred to in Article 4.3.

Multiproget means MULTIPROGET S.r.l., with registered office at Via Casonetto no.16, Pozzoleone (VI), Italy, Fiscal Code, Vat number and registration with the Register of Companies of Vicenza no. 02579770245.

Order means an order sent by the Buyer to Multiproget in writing (by ordinary e-mail, certified e-mail, fax, EDI or other computerized means) or through Multiproget’s agents, representatives and trade assistants (including by the above computerized means), which has been accepted by Multiproget. The Buyer undertakes to indicate in the Order (i) the EAN code; and (ii) the quantity of the Products. These GC shall be deemed accepted by the Buyer, even if not signed and/or deviating from any general or particular terms and conditions of purchase prepared by the Buyer. Any contrary or divergent conditions or any other limitation contained or printed in the Buyer’s offer or other documentation shall not be recognized unless Multiproget has expressly approved them in writing on a case-by-case basis.

Product means the goods purchased or that the Buyer intends to purchase, which are the subject of a Contract.

3. GENERAL HINTS. MINIMUM QUANTITIES. SCOPE OF APPLICATION. BUYER RECORD. PRODUCT CHARACTERISTICS.

- 3.1. The offer and sale of Multiproget's Products are governed exclusively by these GC. These GC may not be amended unless Multiproget has expressly approved the amendments in writing in the individual Contract. The Buyer's terms and conditions, including those contained or printed in the Buyer's offer or other documentation thereof, are not recognized by or shall have any legal effect whatsoever against Multiproget unless they are expressly defined as binding in writing by Multiproget.
- 3.2. Multiproget reserves the right to change, upon notice to the Buyer, the characteristics of the Products and prices. Multiproget will use reasonable commercial efforts to supply to the Buyer the Products in the quantities specified in the individual Contract. Multiproget reserves the right to set a "Fix Order Quantity," which shall constitute the minimum value and/or quantity of Products per individual order to be supplied to the Buyer. The "Fix Order Quantity" set by Multiproget may be modified exclusively by Multiproget, at its sole discretion and following an assessment of the specific circumstances of the case.
- 3.3. Multiproget's quotations are non-binding and do not constitute a sales offer. Buyer's purchase plans and forecasts not contained in the Orders accepted by Multiproget, as well as discussions, negotiations and other indications relating to the supply of the Products are to be considered non binding on Multiproget and not enforceable.
- 3.4. The Buyer who intends to place purchase orders agrees, in advance, to provide all the information necessary for Multiproget to complete the relevant buyer record including, but not limited to: all official data of the Buyer, VAT/Tax Identification no., an excerpt from the Trade register, in Italian language or, in the case where the Buyer has its legal seat in a territory outside the Italian Republic, in English language.
- 3.5. The products presented in Multiproget's brochures and catalogues are for promotional and illustrative purposes only and are merely indicative.
- 3.6. The Buyer agrees to resell the Products for resale exclusively in its own business establishment and not to use the e-commerce sales channel directly and/or indirectly by means of third-party platforms and/or sites without prior authorization from Multiproget.

4. ACCEPTANCE OF ORDERS

- 4.1. The Buyer's orders become binding on Multiproget upon express acceptance by Multiproget. The Buyer acknowledges that the acceptance of an order by Multiproget is subject to prior verification of Buyer's solvency and does not imply an obligation on Multiproget to accept future orders from the Buyer.
- 4.2. The Order accepted by Multiproget cannot be cancelled by the Buyer except with the express consent of Multiproget.
- 4.3. Upon Multiproget's acceptance of the Order, a purchase contract ("**Contract**") is concluded. The accepted Order and these GC (which form an integral part of the Order and which the Buyer, by sending the Order to Multiproget, accepts in full and without reservation) form an integral part of each Contract. In the event of a conflict between these GC and a provision of the accepted Order, the provision of the accepted Order shall prevail over the provision of these GC.
- 4.4. The execution of the Order accepted by Multiproget and/or the sending of the acceptance by Multiproget does not under any circumstances constitute Multiproget's acceptance of the Buyer's general purchase conditions and does not result in any modification of these GC.
- 4.5. By concluding the Contract, the Buyer unconditionally accepts and undertakes to observe in its dealings with Multiproget the general conditions and payment conditions, declaring that it has read and it accepts all the

indications provided by Multiproget, also acknowledging that Multiproget does not consider itself bound by different terms and conditions unless agreed in advance in writing.

5. PRICES. TERMS OF PAYMENT

- 5.1. The price of the Products shall be as per Multiproget's official price list in effect on the day on which the order is placed by the Buyer – including through Multiproget's agents. If different prices from Multiproget's official price list are applied to individual accepted Orders, the agreed prices shall prevail, as they are the only ones applicable, overriding any other agreements.
- 5.2. Multiproget reserves the right to change its official price list by promptly informing the Buyer in writing, or through Multiproget's agents, representatives and commercial assistants, prior to the implementation of the new price list.
- 5.3. Under no circumstances may the Buyer suspend or delay the payment, including in case the Buyer raises a claim regarding the Products or the prices. Unless otherwise agreed in the Contract, Multiproget reserves the right to change the Prices without notice. The price change will apply only to Orders submitted after the date of the change.
- 5.4. The prices of the Products being sold are set forth in the Contract ("**Prices**"). In the event that, during the time elapsed between the Order, the acceptance of the Order and the execution of the Contract, there are increases in production costs (including, without limitation, raw material and/or energy costs, changes in the price charged by sub-suppliers) resulting from circumstances beyond Multiproget's control, Multiproget shall have the right to increase the Price of the Products, in proportion to the increase suffered and as of the dates on which such increases occurred, upon written notice to the Buyer. In such event, the Buyer may terminate the Contract by written notice to be given to Multiproget within 5 days from the price increase notice.
- 5.5. Multiproget will invoice at any time following the delivery of the Products to the Buyer. Unless otherwise agreed, Prices are exclusive of VAT and other taxes as well as exclusive of any other taxes, duties, levies, tariffs or fees applicable upon delivery of the Products in addition to and concurrently with the payment of the Price. All charges for any additional services shall remain the responsibility of the Buyer.
- 5.6. The Buyer shall pay the amount for each Order within the payment term stated on the invoice. Payment is considered valid only if made directly to Multiproget using the methods specified in the Order accepted by Multiproget. Any payment made in a manner different from the agreed-upon method will not be considered valid by Multiproget.
- 5.7. Multiproget reserves the right to make the delivery of its Products contingent upon the payment of a deposit or advance payment of the invoice by the Buyer who does not offer sufficient financial security and/or has already defaulted on payments. The payment terms for the Price are peremptory. The Buyer will pay the Price to Multiproget in the currency stated on the invoice, unless otherwise agreed in writing.
- 5.8. Containers used for delivery, storage or display of the Products are included in the Price, unless otherwise agreed. Containers are not to be returned to Multiproget unless otherwise stated in writing in the quotation, Order acceptance or other documentation from Multiproget.
- 5.9. The Buyer may not suspend the payment of the Price, offset or make deductions from the Price stated on the invoice or other amounts otherwise due without Multiproget's express prior written approval.
- 5.10. Multiproget reserves the right to reject the delivery of the Products to the Buyer in the event that Buyer owes Multiproget any amounts due and unpaid.
- 5.11. Ownership of the Products passes to the Buyer upon full payment of the Price.

- 5.12. In the event of late payment, the late interest rate will be determined as per Legislative Decree 231/2002 and its subsequent amendments, without the of for a formal notice of default.
- 5.13. Payments will be considered correctly executed only when Multiproget can freely dispose of the relevant amounts. If the Buyer fails to make payments correctly within the agreed terms, and in any case of Buyer's delay, without prejudice to any further damages, late payment interest will automatically accrue in favour of Multiproget at the legal rate pursuant to Legislative Decree no. 231/2002 and its subsequent amendments.
- 5.14. In any case, Multiproget has the right to offset credits towards the Buyer (even in relation to different supplies) against any debts owed to the same Buyer.

6. SHIPPING, DELIVERY. COMPLIANCE AND COMPLAINTS. RETURNS

- 6.1. Shipments are subject to the provisions of Incoterms® 2020, unless otherwise agreed in writing between the Parties and to the shipping terms stated in the specific Contract. Under no circumstances shall the Buyer be entitled to cancellation of the accepted Order due to a delay in the delivery terms.
- 6.2. In the event that shipping terms for the Products are not specified in the Contract, Multiproget reserves the right to choose the route and type of shipment. Delivery terms for Products are intended to be approximate, non-essential and estimated by Multiproget accurately but not binding on or guaranteed by Multiproget.
- 6.3. Multiproget shall not be liable for any loss or damage suffered by the Buyer caused by delays, non- delivery of Products (or any part thereof) and failure to deliver in the quantities requested. Multiproget (i) will make deliveries in accordance with its production, procurement, and shipping needs, and (ii) may divide the Products of a single accepted Order into multiple deliveries or consolidate Products from different Orders into a single delivery.
- 6.4. The Products are packaged with standard, intact packaging suitable for loading onto transport vehicles and unloading onto the ground with appropriate and certified equipment; Multiproget disclaims any responsibility for damages to the Products caused by improper moving or lifting carried out with incorrect manoeuvres or inadequate equipment.
- 6.5. Once the Products subject to the Order are received, the Buyer is responsible for checking the integrity and conformity of the Product with respect to the Order placed; only after such verification the delivery documents should be signed. The Buyer must note any dispute regarding the non- conformity of the Product on the delivery note and must subsequently notify Multiproget in writing pursuant to Article 8.9 within 8 days from the date of receipt or from the moment the hidden defects are discovered during unpacking. After this period, in the absence of a written complaint to Multiproget pursuant to Article 8.9, the Product will be deemed accepted.
- 6.6. Non-conforming Product (for example: Product code or quantity not corresponding to what was ordered, damaged Product) may be returned only with the express written authorization of Multiproget. The Products must be made available within the terms indicated by Multiproget, who will arrange for the carrier to collect the goods. The Product must be intact, with stickers, markings, labels and anything else originally affixed by Multiproget on the Product itself. In any case, the Buyer is not entitled to request the termination of the Contract and/or compensation for damages in the event of non-conformity of the Product.
- 6.7. Multiproget reserves the right to extend the delivery terms, without being in any way obliged to pay any indemnity in the following cases: (a) causes of force majeure such as, by way of example, strikes, lack or insufficiency of energy; (b) insufficiency, inaccuracies or delays on the part of the Buyer in sharing the information necessary for the execution of the accepted Order; (c) any changes accepted by Multiproget after the receipt of the Order; (d) difficulties in the supply of raw materials. Multiproget will promptly notify the Buyer of the occurrence and cessation of a force majeure event.

- 6.8. In the event that Multiproget has to postpone the delivery of the Products with respect to the due date, at the request of Buyer or due to causes even indirectly attributable to the Buyer, all additional costs, such as storage, handling, transportation, etc., shall be borne by the Buyer.
- 6.9. Multiproget also reserves the right to withdraw from the Contract if the delivery of the Products ordered is made impossible or otherwise more onerous due to causes beyond its control.

7. BUYER'S OBLIGATIONS

- 7.1. Unless otherwise and expressly agreed, the Buyer is responsible for complying with applicable laws and administrative regulations relating to the import, export, transportation, storage and warehousing of the Products. The Products shall be deemed accepted by the Buyer upon delivery, provided that the Buyer has had a reasonable time to inspect the Products.
- 7.2. The Buyer shall comply with all applicable laws, regulations, industry standards, and codes of conduct relating to the matters covered (explicitly or implicitly) by these GC.

8. LIMITED WARRANTY. COMPENSATION, EXCLUSION AND LIMITATION OF LIABILITY. CONSEQUENCES OF LIMITED WARRANTY.

- 8.1. Multiproget warrants that the Products received by the Buyer meet the Product specifications set forth in the accepted Order. Except for what expressly set forth in this clause and to the extent permitted by the applicable law, no warranties, either express or implied or otherwise operating, are made with respect to the Product sold under the Contract. Multiproget shall be liable only for damages suffered by the Buyer resulting from intentional conduct or gross negligence. Any further liability of Multiproget is excluded, if permitted by law. Any provision of these GC that excludes terms, conditions or warranties or limits a party's liability shall apply only to the extent permitted by law. No provision of the Contract may exclude or limit a party's liability for circumstances in relation to which the exclusion or limitation of liability is contrary to law.
- 8.2. Without prejudice to the provisions of Article 8.1, in the event that terms, conditions or warranties of these GC are to be replaced, in whole or in part, by legal terms, conditions or warranties, Multiproget's liability towards the Buyer under such terms, conditions or warranties shall be limited, at Multiproget's option, to replacement of the Product, payment of the replacement cost of the Product or payment of the value of the Contract net of VAT. Except for the provisions in the following paragraphs of this Article 8, in the event of a conformity-defect Multiproget guarantees the replacement of the Products ascertained as defective and/or flawed and/or non-conforming at no additional expenses, or, if replacement is not possible, the return of the same with the issuance of a credit note or discount on the next Order. Any other form of warranty, express or implied, including by way of example any legal warranty, shall be deemed superseded by these conditions. Multiproget disclaims any liability in the event of damage occurring directly or indirectly to Multiproget Products or marketed by Multiproget on behalf of third parties or to any other material of the Buyer, unrelated to a manufacturing defect.
- 8.3. Except for what expressly provided in these GC and to the extent permitted by law, Multiproget shall not be liable towards the Buyer or any third party for indirect damages, damages unforeseeable at the time of entering into the Contract, consequential damages, losses (including losses in business opportunities, turnover, profits), costs and expenses.
- 8.4. The Buyer may not rely on any representations and warranties of Multiproget relating to the Products made by an employee of Multiproget before or after the conclusion of the Contract or otherwise and, in particular, but not limited to, any representation or warranty relating to the performance or fitness for purpose of the Product. Multiproget shall not be liable towards the Buyer for any loss or damage incurred as a result of such reliance unless

such representation or warranty is specifically contained in a clause of the Contract and agreed upon in writing by an authorized representative of Multiproget.

- 8.5. Multiproget nevertheless reserves the right to examine the Products actually flawed and/or defective and/or non-conforming, in order to assess the actual existence of the flaws, defects and/or non-conformities complained by the Buyer. At the same time as the complaint, the Buyer must therefore provide any information and documents useful for the aforementioned assessment, as requested by Multiproget. The Products shall in any case be made available to Multiproget or third parties appointed by Multiproget for appropriate verification.
- 8.6. Multiproget warrants to the Buyer that the Products (i) conform to what is set forth in the technical information contained in the accepted Order (ii) are free from manufacturing defects and/or in materials that make them unsuitable for the use for which goods of the same type are customarily intended, and (iii) are not lacking in essential qualities for said use (the “**Warranty**”). The Warranty shall be effective provided that: (i) any defects are reported to Multiproget within a period of 1 (one) year from the date of delivery of the Products to the Buyer, pursuant to and for the purposes of Article 1495 of the Italian Civil Code; (ii) proof of purchase of the Product has been provided; (iii) any defects are caused by manufacturing and/or material defects; and (iv) the Product has been stored and used in full compliance with the characteristics and technical information provided by Multiproget. Under penalty of expiration of the Warranty, the Buyer has the burden of reporting any defects and non-conformities, no later than 8 (eight) days from the discovery. No additional warranty other than that set forth in this Article 8 shall be granted by Multiproget to the Buyer.
- 8.7. The acceptance of the Products by the shipper, the carrier, or any other party appointed by the Buyer for the pickup constitutes acknowledgment of the good condition of the packaging, and Multiproget’s responsibility in this regard ceases at the time of delivery. The Buyer shall also check upon arrival that the Products conform to the accepted Order.
- 8.8. The Buyer shall communicate any claim regarding Product non-conformity by e-mail to the following address: info@multiproget.it enclosing the copy of the transport document, invoice and photos of the disputed Products and indicating the specific reference to the invoice number, transport number – DDT, Product code and disputed quantity. Complaints regarding any discrepancies from the accompanying transport documents, damages or shortages referable to the transport itself, must be communicated to Multiproget by e-mail to the following address: info@multiproget.it within 24 hours from the receipt of the Products.
- 8.9. Obvious defects such as breaks, abrasions, scratches, or lack of conformity to quantity, quality, or aesthetic characteristics are presumed to be cognizable at the time of delivery.
- 8.10. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. MULTIPROGET MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WITH RESPECT TO THE PRODUCTS, EXCEPT AS PROVIDED IN THESE TERMS.
- 8.11. MULTIPROGET SHALL BE LIABLE TO BUYER ONLY FOR DIRECT DAMAGES CAUSED BY THE PRODUCTS DUE TO MULTIPROGET’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 8.12. MULTIPROGET’S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED PER CLAIM AND IN THE AGGREGATE THE TOTAL AMOUNT ACTUALLY PAID BY BUYER TO MULTIPROGET UNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT OR EVENTS GIVING RISE TO THE LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, MULTIPROGET

SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF DATA OR INFORMATION OR COST OF COVER) THAT BUYER MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE CONTRACT OR THE PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY.

- 8.13. THE PRECEDING PARAGRAPHS SET FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OR DEFECTS OF THE PRODUCTS, WHETHER SUCH FAILURE OR DEFECT ARISES BEFORE, DURING OR AFTER THE WARRANTY PERIOD, FOR DAMAGES OF ANY KIND, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, INCLUDING DIRECT DAMAGES OR INDIRECT COSTS, LOSS OF PROFIT, LOSS OF BUSINESS, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AND WHETHER A CLAIM, HOWEVER INSTITUTED, IS BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING 12 NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9. RESOLUTION

- 9.1. Multiproget, upon notice to the Buyer, at its discretion and without prejudice to any other rights it may have, may suspend or terminate with immediate effect, pursuant to Article 1456 of the Italian Civil Code, the Contracts or require the Buyer to pay the Price in advance or upon delivery, cancel the supply of undelivered Products or the delivery of which has not been completed, at any time, by prior written notice, if:

- (a) the Buyer is placed in liquidation or subject to any bankruptcy, reorganization, liquidation or winding up proceedings or is in a state of financial difficulty;
- (b) there is any change in the corporate structure of the Buyer;
- (c) a force majeure event occurs that prevents the Buyer from fulfilling its obligations under the Contract for a period exceeding 30 (thirty) days.

Multiproget shall in no way be liable towards the Buyer for any damages suffered by the Buyer as a result of suspension or termination of the Contract. Termination of the Contract for any reason shall not affect any rights acquired by Multiproget up to the time of termination.

10. FORCE MAJEURE

- 10.1. A failure to perform Multiproget's obligations under the Orders and Contracts that is prevented by objective circumstances that are unforeseeable and beyond its control shall not constitute a breach of its obligations under the Orders and Contracts. In this regard, the events of force majeure are, by way of example but not limited to, epidemics, natural disasters, orders of public authority, wars, civil uprisings, embargoes, impediment of the supply of raw materials, energy or other materials, explosions, fires, destruction of machinery, equipment, factories, general strikes and lockouts of any nature, prolonged interruption of transportation and telecommunications. In the event that Multiproget is prevented from performing its obligations by a force majeure event it shall give immediate notice to the Buyer and may suspend the performance of its contractual obligations.

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- 11.1. The Contract, the Order and the claims arising therefrom may not be assigned by the Buyer without Multiproget's prior written consent.

12. TRACEABILITY OF PRODUCTS. USE OF TRADEMARKS, SIGNS AND OTHER INDUSTRIAL RIGHTS. CONFIDENTIALITY

- 12.1. All trademarks, distinctive signs, logos, trade names, and other intellectual property rights on Multiproget's Products, Product collections, and on any documents of Multiproget and on its website are registered and unregistered trademarks of Multiproget or third parties who have licensed their trademarks to Multiproget (the "Marks"). The Buyer may not reproduce or otherwise use the Marks without Multiproget's prior written authorization. Unless otherwise agreed in writing, the Buyer shall not be permitted to use the Marks used by Multiproget to distinguish its products from those of other companies, except to trade the Products in their original packaging to which Marks, signs and other indications have been applied by Multiproget. The obligations contained in this Article shall also be imposed on the Buyer's clients and all subsequent purchasers.
- 12.2. The Buyer may modify or remove the Marks (including, without limitation, corporate or trade names, labels, and any other items subject to intellectual property rights) from the packaging of the Products only with Multiproget's prior written authorization or if permitted by law.
- 12.3. All technical, commercial, financial, operational or other information, materials and data of any nature and form, including those relating to Multiproget's Products and services, are property of Multiproget and shall be treated by the Buyer with confidentiality. The Buyer shall keep said information private and confidential and shall not disclose it to any third party without Multiproget's prior written consent nor use it for any purpose other than as set forth in these GC and the Contracts. This confidentiality commitment of the Buyer shall not apply to information that at the time of disclosure (i) was already in Buyer's possession (ii) was in the public domain without liability on Buyer's part (iii) was lawfully transmitted to the Buyer by a third party entitled to disclose it (iv) is required to be disclosed as a result of the issuance of a court order.

13. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 13.1. The GC and the Contract of which these GC are an integral part shall be interpreted and governed by the Italian law, without application of conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna, Austria, on April 10, 1980, shall not apply to the supply of the Products under these GC. All references to laws, legislative decrees, and any other legal provisions contained in these GC are references to the Italian law.
- 13.2. The court of Vicenza, Italy, shall have exclusive jurisdiction in any dispute between Multiproget and the Buyer relating to these GC and the Contract of which these GC are an integral part.

14. MISCELLANEA

- 14.1. Any notice regarding these GC and the Contract shall be in writing and delivered by mail or e-mail to the addressee, either at the address specified in the Contract or at the address communicated in writing by one Party to the other. Should individual provisions of these GC be wholly or partially invalid, illegal, or unenforceable, this shall not affect the effectiveness of the other provisions and the remaining parts of the other provisions. In such a case, these GC shall be effective for the Parties excluding of the invalid, illegal, or unenforceable provision. Multiproget's forbearance with respect to the Buyer's failure to strictly perform any provision contained in these GC shall not be deemed a waiver of Multiproget's exercise of any of its rights, existing or future, with respect to such provision.
- 14.2. The business relationship between Multiproget and the Buyer does not create an agency, partnership, joint venture, or employment relationship between the Parties. Neither party has the authority to act for or on behalf of the other in any way.

14.3. These GC are valid indefinitely and remain subject to change by Multiproget at any time without notice.

15. PERSONAL DATA

- 15.1. The Buyer declares to have read the information notice pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 (“**GDPR**”) available on Multiproget’s website and by accepting these GC provides consent to the processing of its personal data for the purposes and in the manner indicated in the aforementioned information notice. The Buyer’s personal, corporate and tax data, acquired directly or indirectly by Multiproget, will be collected and processed in paper, computer or telematic form, exclusively for the purpose of enabling the execution of the accepted Orders. The data acquired by Multiproget will be kept for a period of time not exceeding the time necessary for the purposes for which it was collected and subsequently processed. For anything not expressly provided for herein, reference is made to the aforementioned information notice, which the Buyer declares to have received, viewed and understood.

NOTE: By sending any order even by computer means and/or agents, representatives and/or commercial assistants of Multiproget the Buyer declares that it specifically approves, pursuant to Article 1341 and 1342 of the Italian Civil Code, the following provisions of these GC:

3.1, 3.2. e 3.5. General hints. Minimum quantities. Field of application. Buyer’s Data. Product specifications.

4.1 Acceptance of the Orders

5. Price and payment terms

6.1. 6.2. Transport. Delivery and Return of Products Risk and Acceptance of Products

7.1 7.2. Buyer’s obligations

8. Limited Warranty; Damages, Exclusions and Limitations of Liability

8. Multiproget’s termination and other rights 11

Non-transferability of Contracts and credits

12.1, 12.2 12.3 Traceability. Trademarks and Intellectual Property

13. Applicable law and Exclusive Jurisdiction