

GENERAL TERMS AND CONDITIONS FOR THE SALE OF BLACK ROCK S.R.L. PRODUCTS

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§ 1. Definitions

The terms used in the provisions of these General Terms and Conditions for the sale of BLACK ROCK S.R.L. products shall have the following meanings:

BlackRock or **Seller** – the company operating under the name of Black Rock S.r.l. with its registered office in Milan at via dell'Annunciata 23/4, 20121 Milan, Italy entered into Camera di Commercio di MILANO MONZA BRIANZA LODI, entry number: REA MI - 2634469, Codice Fiscale e n. iscr. al Registro Imprese 12010070964.

Carrier – the company which is in charge of the transportation of the Goods, by means of its personnel and vehicles, from the Seller's deposit to the delivery/collection location indicated by the Contracting Party.

Contracting Party – a legal person acting as the other Party to the Contract signed with the Seller.

Contract – any Contract for the sale of Goods to the Contracting Party.

Declaration – the “*Declaration regarding the person authorised to submit the Purchase Order on behalf of the Contracting Party and regarding e-mail addresses*”, as laid down in Attachment No. 2 to these GT&C.

Goods – products that are currently offered by the Seller.

GT&C – these General Terms and Conditions for the sale of Black Rock S.r.l. Products, effective as of 24.06.2024.

Manufacturer or Grantor – the company that produces the Goods sold by Blackrock to the Contracting Party.

Party – the Seller or the Contracting Party, as the case may be, collectively referred to as the Parties.

Price – the Contracting Party’s performance which constitutes a value expressed in monetary units, which the Contracting Party is obliged to pay to the Seller in exchange for the Goods.

Purchase Order – a document confirming the conclusion of a Contract between the Contracting Party and the Seller in accordance with these GT&C for the sale of the Goods, drawn up in accordance to the template attached as Appendix No. 1 to these GT&C. The Purchase Order specifies the assortment of Goods, their specification and quantity as well as the Contracting Party’s statements.

§ 2. General provisions

1. These GT&C apply to the Services provided by BlackRock and the Contracting Party unconditionally agrees to be bound by the terms set out within, as well as by the conditions set out in the Privacy Policy and the Cookie Policy <https://blackrocktrade.it/privacy-policy/>.
2. Access to the services provided by BlackRock requires compliance with the terms set out in these GT&C, as well as any additional addendum, contractual integration, communication or notification that may be requested, transmitted or made available by BlackRock at its own discretion. The absence of the Contracting Party’s written acceptance of the GT&C shall entitle the Seller to refuse to execute or to withhold the execution of a Purchase Order or to refuse to release the Goods.
3. These GT&C constitute an integral part of the Purchase Order unless the Parties have stipulated otherwise in the Contract. In case some provisions of the GT&C are inconsistent with the Contract or the Purchase Order, the remaining provisions of the GT&C shall continue to be in force and binding upon the Parties.
4. In the event that any other general terms and conditions apply to the Contract or if the Parties have signed other Contracts, these GT&C shall nevertheless prevail.
5. The GT&C are made available to the Contracting Party for acceptance at the latest at the time when the Contracting Party submits a Purchase Order. The GT&C are also available on the Seller’s website at <https://blackrocktrade.it/gtc>

6. Prior to placing a Purchase Order, the Contracting Party shall be obliged to assess whether the Goods being purchased enable the Contracting Party to achieve its goals. By placing a Purchase Order, the Contracting Party confirms that the Goods correspond to its needs, that the Contracting Party is aware of their properties and purpose and does not raise any reservations in this respect.

§ 3. Purchase Order and sale

1. A Contract is concluded as a result of the following:
 - a) the Seller and the Contracting Party sign a written contract, or
 - b) the Contracting Party places a signed Purchase Order, drawn up in accordance with the specimen contained in Attachment No. 1 to these GT&C, delivered to the Seller in a documentary form to the e-mail address indicated by the Seller and the Seller accepts the Purchase Order for execution.
2. The Seller confirms acceptance of the Purchase Order for execution. The confirmation is sent via e-mail to the electronic address indicated by the Contracting Party in the Contracting Party's Declaration.
3. The Seller shall accept a Purchase Order for execution upon the following conditions:
 - a) the Purchase Order refers to Goods in a quantity that corresponds to a full truckload (i.e. 24 tonnes or a multiple thereof);
 - b) the Purchase Order has been signed by a person authorised by the Contracting Party and indicated in the Contracting Party's Declaration;
 - c) the Purchase Order has been sent to the Seller from the Contracting Party's e-mail address specified in the Contracting Party's Declaration;
 - d) the terms of trade, including the form and method of payment, have been agreed upon;
 - e) the Contracting Party's financial and economic situation has been verified with a positive outcome;
 - f) the Contracting Party has accepted these GT&C.
4. A Purchase Order shall be considered to have been submitted effectively once it has been signed by the Contracting Party or the person (persons) authorised to undertake liabilities on behalf of the Contracting Party and sent to the Seller.
5. For a Purchase Order to be effective, the Contracting Party must submit the Declaration. The submitted Declaration shall also remain valid for the Contracting Party's subsequent Purchase Orders unless the Declaration has been amended or revoked by the Contracting Party. The Contracting Party may amend or revoke the aforementioned Declaration at any time provided that the Contracting Party notifies the Seller of this fact in a documentary form via e-mail to the following Seller's address: srlblackrock@gmail.com.
6. The Seller may refuse to accept a Purchase Order for execution if the Seller has doubts as to the accuracy of the data (including compliance of data with the factual and legal situation) contained in the documents referred to in item 4 of this paragraph.
7. In the event that the Seller cannot accept a Purchase Order or can accept a Purchase Order but only subject to amendments to the terms of the Purchase Order, the Seller shall notify the Contracting Party of this fact within two (2) working days of the receipt of the Purchase Order.

8. An order accepted with the changes requested by the Seller shall be binding upon the Parties if the Contracting Party does not object to the changes within maximum two working days after receiving the Seller's notification.
9. The Seller's confirmation of accepting a Purchase Order for execution shall include information on the planned execution date.
10. The Contracting Party shall be obliged to pay the Price indicated in the Purchase Order document for the Goods ordered.
11. Proposals, advertisements, price lists, catalogues and other materials from the Seller are for information purposes only and do not constitute an offer that is binding on the Seller.
12. A Purchase Order (respectively: confirmation of order acceptance or other notifications) may be submitted by the Parties in documentary form via e-mail.
13. Purchase Orders (respectively: other notifications) shall be deemed to have been validly placed on behalf of the Contracting Party if they are placed by the person who has previously (in previous orders and, respectively, in other notifications) acted for the Contracting Party and the Contracting Party has not disputed these actions or implicitly considered them to have been made on its behalf – until the Seller has been notified that the powers for this person have been withdrawn. The foregoing shall also apply to the correspondence sent from the e-mail address from which orders or notifications were previously sent on behalf of the Contracting Party – until the Seller has been notified that such address is no longer valid.
14. In the case of Contracts for the sale of Goods in a quantity exceeding 2,000 tonnes, the only format of such a Contract shall be the written format, as referred to in § 3 item 1 letter a).

§ 4. Conditions for acceptance and delivery of Goods

1. For each delivery or collection of Goods, the Seller shall issue a release document, e.g. a CMR or Documento di Trasporto (DDT). The Contracting Party is obliged to confirm the receipt of Goods on the release document.
2. Unless otherwise agreed by the Parties, the Goods shall be delivered on the FCA basis (Incoterms 2020). For the sake of clarity, pursuant to FCA Incoterms 2020, the Price includes transport costs and the Seller will be liable for any loss or damage until the Goods are handed over to the Carrier.
3. Unless the Parties have agreed otherwise, the Contracting Party shall be obliged to collect the Goods within the time limit specified in the Purchase Order or in the Seller's relevant notification. In the event of non-performance or undue performance of the Contract in respect of timely collection of the Goods, the Seller shall charge the Contracting Party with a contractual penalty referred to in § 11 item 1 of these GT&C. Moreover, in the case of non-performance or undue performance of the Contract in respect of timely collection of the Goods, the Seller shall also have the rights referred to in § 11 items 2 and 3 of these GT&C.
4. The Seller shall deliver the Goods based on Incoterms 2020 or on other rules indicated in the Contract or Purchase Order.
5. The timeframe for the release/delivery of the Goods may be extended in the event of unforeseen or involuntary obstacles outside the ordinary course of events, whether or not

- related to the activities of the Seller or the Seller's suppliers or subcontractors, including but not limited to force majeure events. Such unforeseen circumstances shall include, in particular, a prolonged shutdown of production facilities caused by an industrial breakdown, unforeseen significant disruptions in the supply of electricity, other utilities or raw materials.
6. Upon collection of the Goods, the Contracting Party shall be obliged to check for any mechanical damage, wetting or dampness of the Goods. A complaint shall be considered only on condition that the damage is described in the delivery document. In the event of a visible loss, defect or damage to the Goods, the Contracting Party shall be obliged to perform the activities required by the Carrier in each case, such as making a note in the shipping document, drawing up a damage report in the presence of the driver and taking photographic documentation of the Goods which should include, alongside the Goods concerned, photographs of seals with visible numbers and photographs of packaging of the Goods together with the label.
 7. If the Contracting Party fails to comply with the obligations referred to in § 4 item 6, it shall lose the right to make claims against the Manufacturer (Guarantor) under the existing guarantee in respect of the shortcomings or visible defects and damage to the extent that such obligations were not complied with.
 8. All the risks related to the Goods, in particular liability for their loss or damage, as well as subsequent application, use and storage of the Goods, shall be transferred to the Contracting Party at the moment when the Goods are collected by/delivered to the Contracting Party. In the event of doubt, the delivery of the Goods shall be deemed to have taken place as follows:
 - a) if the Goods are collected by the Contracting Party – at the moment when the Contracting Party begins loading, irrespective of when the ownership of the Goods is transferred;
 - b) if the Goods are delivered to the Contracting Party – at the moment when the Contracting Party begins unloading, irrespective of when the ownership of the Goods is transferred;
 - c) if the Goods are delivered to the Contracting Party by rail or sea transport – at the moment when the transport unit arrives at the place designated by the Contracting Party.
 9. Individuals acting on behalf of the Contracting Party should have proper authorisation to collect the Goods. The Goods may be collected/delivered on condition that the Contracting Party sends an e-mail confirmation of transport to the Seller at least 1 day prior to the planned collection of the Goods. The confirmation of transport should include: full name of the driver, series and number of the identity document, and vehicle registration numbers. In the event the Contracting Party fails to comply with the obligations referred to in this paragraph, the Seller may refuse to release the Goods without incurring any liability towards the Contracting Party on this account.
 10. In case the Goods are delivered by the Seller to the place of collection specified by the Contracting Party, the Contracting Party shall be obliged to provide the necessary infrastructure to reach (access) the unloading site and to unload the Goods.
 11. The Contracting Party shall bear all responsibility for ensuring adequate access to the Goods collection site for the Seller's vehicles or the Seller's subcontractors' vehicles (with a maximum permissible weight of 40 tonnes), including the Contracting Party's obligation to obtain, and bear any cost of, any necessary approvals/permits from authorities or other entities responsible for road management. If no adequate access is ensured, the Seller reserves the right to order the return of the transport unit, at the Contracting Party's expense and risk, and the Contracting Party shall also bear the costs of transporting the Goods from the unloading site.

12. In the event that the Seller effects a delivery but the Contracting Party is absent, the driver of the Seller's car or a driver acting on behalf of the Seller shall be obliged to notify the Seller. In this case, the Seller shall contact the Contracting Party by telephone or e-mail. The Contracting Party shall be obliged, within 60 minutes of the first contact attempt undertaken by the Seller, in writing or in a documentary form, to specify the identification details of the person authorised and obliged to collect the Goods on behalf of the Contracting Party. If there is no contact with the Contracting Party or if the Contracting Party is unable to appoint a person to collect the Goods in accordance with the aforementioned provisions, the Seller hereby reserves the right to order the return of the transport unit, at the Contracting Party's expense and risk, and the Contracting Party shall also bear the costs of transporting the Goods from the unloading site.

§ 5. Terms of payment

1. Unless expressly stated otherwise, any Price contained in a price list, catalogue, confirmation or any other document from the Seller shall be the net price based on FCA the Seller's warehouse. This price shall not include, in particular, insurance, taxes, freight and unloading costs.
2. The Goods shall remain the property of the Seller until the Contracting Party has paid the full Price of the Goods.
3. For the Goods collected by the Contracting Party, the Seller shall issue an invoice to the Contracting Party on the basis of the document confirming the release of the Goods.
4. The Parties declare that they are active IVA taxpayers. The Seller shall add IVA to the net Price in accordance with the laws and regulations applicable at the time of sale.
5. Unless expressly stipulated otherwise in the Purchase Order or Contract, the payment term for the Price shall be 7 days from the date when the Seller issued the relevant invoice documenting the sale of the Goods.
6. The date of payment shall be understood as the day on which the Seller's bank account is credited.
7. In the event of delayed payment, the Parties hereby agree that default interest shall accrue in favour of the Seller, without the need for prior notice of default and without prejudice to any other rights of the Supplier, on the sums not punctually paid by the Contracting Party, to be calculated at the rate indicated in Article 5 of Legislative Decree No. 231/2001.
8. Any reservations, remarks or complaints submitted by the Contracting Party and considered by the Seller shall not suspend the due date of the payment.
9. The Seller shall be obliged to issue an invoice documenting the sale of the Goods and send such invoice to the Contracting Party.
10. The Contracting Party hereby agrees to receive invoices by e-mail.
11. The price shall be paid by bank transfer to the Seller's bank account, and the bank account number shall be indicated on each invoice documenting the sale of Goods.
12. If the applicable regulations provide that the rights or obligations of the Seller, as a taxpayer or payer of tax arising from the performance or payment of the Price, are dependent on obtaining a specific statement, certificate, information or another document

regarding the Contracting Party, the Contracting Party shall immediately provide such a document to the Seller, no later than within three working days from the date when the Seller made a relevant request. The Seller shall be entitled to withhold its own performance until such a statement, certificate, information or document has been obtained from the Contracting Party.

13. In case the Goods are exported outside Italy and, on this account, are not subject to VAT in Italy or are subject to taxation at the rate of 0%, the Contracting Party shall be obliged to provide the Seller promptly, but no later than within 30 days from the export of the Goods outside Italy, with a confirmation of export and confirmation of collection of the Goods at the destination outside Italy, in accordance with the relevant requirements specified by the Seller. In the event that relevant documents confirming export and confirmation of collection of the Goods at the destination outside Italy are not provided, the Seller shall be entitled to issue an appropriate adjusting invoice and charge the applicable VAT.

§ 6. Assurances by the Seller

1. The Seller warrants that it is entitled to freely dispose of the Goods, that the Goods are not encumbered by any third party rights or foreclosures, and that the delivery of the Goods is not in conflict with any third party claims and will not result in harm to any third parties.
2. The Seller warrants that the Goods have been admitted to trading in the territory of the European Union and the European Economic Area in accordance with the provisions of the law, except for cases where, under the Contract, the responsibility for taking actions aimed at admission of the Goods to trading lies with the Contracting Party.
3. The Seller warrants that the Goods are covered by complete documentation authorising their trade. At the Contracting Party's request, the Seller shall provide the Contracting Party with the results of laboratory tests confirming compliance of the Goods with the requirements, and with other documents which do not constitute the Seller's business secret.
4. The Seller assures that the Goods do not originate from a criminal offence and that they have not been traded as part of a so-called 'tax carousel' and are not involved in tax fraud.

§ 6a. Manufacturer's guarantee

1. The Manufacturer (Guarantor) guarantees the required quality, completeness and full compliance of the Goods with the Contract only in respect of properties expressly indicated in the submitted documentation or in the Purchase Order or in the Contract. The properties of the Goods shall meet the specifications expressly stated by the Seller in the submitted documents (cards, certificates, attestations). The Manufacturer (Guarantor) does not give any other assurance as to the properties of the Goods, including suitability for a specific purpose.
2. The Manufacturer guarantees that the Goods are new and free from legal and physical defects.
3. The guarantee is provided on the terms and subject to § 7 of these GT&C.

4. The guarantee shall cease on the expiry of the best-before date defined for the Goods, as specified in the submitted documents, but shall not exceed the date specified in § 7 item 11 of these GT&C.
5. The Seller shall issue the Manufacturer's (Guarantor's) guarantee statement to the Contracting Party in electronic form (guarantee document).

§ 7. Claims under the guarantee provided by the Manufacturer (Guarantor)

1. The Goods should be used in accordance with their specifications, properties and intended use. The Manufacturer (Guarantor) shall not be held liable in any way for the use of the Goods in a different manner or not in accordance with their intended use.
2. The only defect in the Goods to be recognised shall be non-conformity of the Goods with their characteristics expressly specified in the Purchase Order, Contract, specification, safety data sheet or other documents issued by the Seller to the Contracting Party.
3. In the event that a defect is found in the Goods, the Contracting Party shall be obliged to immediately send a Note of Complaint to the Seller according to the template contained in Attachment No. 4 to these GT&C, specifying the number of Goods covered by the complaint, their type, Purchase Order number or Contract number, number of the invoice documenting the sale or the number of the release document (e.g. WZ number), packaging numbers, seal numbers, specific reason for complaint and the Contracting Party should also specify its expectations. In addition, upon receipt of the Note of Complaint, the Contracting Party is obliged to send the Note of Complaint attaching the photographic documentation of the Goods, including the Goods covered by the complaint as well as the photographs of seals with seal numbers visible, and photographs of packaging of the Goods with the label.
4. The Contracting Party shall be obliged to secure the batch of Goods under complaint for examination and for quality assessment to be performed by the Seller's representative.
5. The Contracting Party shall be responsible for adequate protection of the Goods under complaint for the duration of storage and transport.
6. For the purpose of quality checks, the Seller and the Manufacturer (Guarantor) reserve the right to take random samples of the Goods, both before loading the Goods into a means of transport and after loading and unloading of the Goods or before their use by the Contracting Party, and the Contracting Party agrees to this and declares that it will enable the Seller's or the Manufacturer's (Guarantor's) representative to take samples of the Goods sold. In the event that the sampling from a given batch of Goods is not enabled, the Contracting Party shall lose its rights under the guarantee granted by the Manufacturer (Guarantor) in this respect.
7. Any and all complaints should be reported to the Manufacturer (Guarantor) via the Seller by delivering a Note of Complaint via e-mail to the following address: srlblackrock@gmail.com, otherwise the Contracting Party shall lose its rights under the guarantee.
8. The filing of a complaint shall not release the Contracting Party from the obligation to pay the full Price of the Goods to the Seller.
9. The Contracting Party shall be obliged to immediately notify the Seller of quantitative defects or shortages found upon acceptance of the Goods, no later than within 24 hours from the release of the Goods to the Contracting Party. In each case, the Contracting Party

shall be obliged to draw up a Damage Report in the presence of the Seller's representative releasing the Goods, and to take photographic documentation of the Goods, including, apart from the Goods covered by the complaint, photographs of seals with seal numbers visible, and photographs of packaging of the Goods with the labels. If the Contracting Party confirms the collection of the Goods without reservations as to the quantity or shortages disclosed in the release document or Damage Report, the Contracting Party's right under the guarantee granted by the Manufacturer (Guarantor) in this respect shall expire.

10. Complaints other than those referred to in the preceding item, i.e. complaints of a qualitative nature, shall be submitted immediately, no later than within 24 hours from the discovery of a defect, otherwise the Contracting Party shall lose its rights under the guarantee granted by the Manufacturer (Guarantor).
11. The guarantee period under the guarantee granted by the Manufacturer (Guarantor) shall be as follows:
 - a) with regard to chemical properties of the Goods: 24 (twenty-four) months from the date when the Goods were released to the Contracting Party;
 - b) with regard to physical properties of the Goods: 6 months from the date when the Goods were released to the Contracting Party.
12. In the event that defects in the Goods are detected and they are covered by the scope and time limit of the guarantee granted by the Manufacturer (Guarantor), the Manufacturer (Guarantor) or the Seller, acting on behalf of the Manufacturer (Guarantor) shall conduct quality assessment and, after accepting the complaint, shall offer a price reduction to the Contracting Party. If the Contracting Party accepts the price reduction offered by the Manufacturer (Guarantor), the complaint procedure shall be deemed to be completed and the Contracting Party waives any further claims for defectiveness of the Goods. If the Goods need to be replaced with defect-free ones, the Manufacturer (Guarantor) shall provide a replacement at its own cost within the time frame agreed with the Contracting Party.
13. In the event that supplying defect-free Goods is impossible or would be associated with disproportionately high costs, and the Parties do not agree on a price reduction, the Manufacturer (Guarantor) may discharge its liability by returning the equivalent of the Price paid for the defective Goods previously returned to the Manufacturer (Guarantor).
14. The Contracting Party shall hold the Seller harmless against third party claims relating to the Contract or the Goods where such claims arise for reasons attributable to the Contracting Party.
15. The Manufacturer (Guarantor) hereby reserves the right not to accept a complaint in the Contracting Party fails to comply with the rules of the complaint procedure.
16. Defective Goods cannot be returned to the Manufacturer (Guarantor) without its prior notification.
17. In the event the Goods get mixed with any other substance by fault of the Contracting Party, the Contracting Party shall not be entitled to any rights under the guarantee granted by the Manufacturer (Guarantor).
18. If the deadline for notification of defects, damage, shortages or other non-conformities of the Goods (deadline for complaints) expires without complaints being made, any claims thereunder shall expire as well.

19. The Manufacturer (Guarantor) or the Seller acting on behalf of the Manufacturer (Guarantor) shall be obliged to handle a complaint, including, if necessary, to carry out an examination of the Goods covered by the complaint at the Contracting Party's premises, within 30 days from the date of the complaint.
20. If testing is necessary to resolve the validity of quality complaints, then a sample of the Goods shall be taken in the presence of representatives of the Manufacturer (Guarantor) or the Seller and the Contracting Party, and such sample shall be tested in an independent, accredited laboratory. The sample of the Goods shall be taken by the laboratory representative from the originally packed and sealed Goods, and a sampling report shall be drawn up. If the Contracting Party does not give its consent to testing or sampling of the Goods, the Contracting Party shall lose its rights under the guarantee granted by the Manufacturer (Guarantor).
21. The decision on recognising or rejecting claims specified in the complaint shall be made after the tests have been performed and their results have been obtained.
22. The costs of tests shall be borne by the Party for whom the settlement of the complaint is unfavourable. In the event that the settlement is unfavourable for the Contracting Party, the Contracting Party shall authorise the Manufacturer (Guarantor) to re-bill the costs of laboratory tests and shall undertake to cover them, in accordance with the amount and within the time frame specified in the re-billed invoice.
23. If a Purchase Order has been placed and the Goods have been collected, this shall be tantamount to the Contracting Party's assurance that it has a warehouse or a place to store the Goods in compliance with the requirements specified in the applicable regulation, and that the Contracting Party is familiar with the properties of the Goods and the rules of their storage (warehousing) and transport, as laid down in the specification or safety data sheet.
24. The Contracting Party shall be obliged to observe the rules of storage (warehousing) and transport of the Goods covered by the Contract, as laid down in the specification or safety data sheet for the Goods.
25. The Contracting Party hereby undertakes to inform its customers and end users about the rules of transport and storage of the Goods referred to in § 7 item 24 of these GT&C.
26. In the event that the provisions of the preceding paragraphs are breached, the Contracting Party shall be liable for any resulting damage and for any resulting quantitative and qualitative complaints filed by end users and shall bear all the related costs on its own. The Contracting Party shall hold the Seller harmless of any third party claims related to the Contract or the Goods that arise for reasons attributable to the Contracting Party.

§ 8. Termination, withdrawal and suspension of the Contract

1. The Seller shall have the right to terminate the Contract in whole or in part immediately, to withdraw from the Contract in whole or in part (until the lapse of two months from the agreed Contract execution date), suspend the performance of the Contract in whole or in part, in the following cases:
 - a) if the Contracting Party has outstanding payments towards the Seller that have not been paid;
 - b) if the Contracting Party fails to perform or improperly performs any of its obligations under the Contract;
 - c) if the Contracting Party commits a gross violation of these GT&C.

§ 9. Liability

1. In the event that the Contracting Party withdraws from the Contract, in whole or in part, for reasons attributable to the Seller, the Contracting Party may claim compensation of up to 5% of the total net Price of the Goods concerned by the withdrawal.
2. Apart from the claims expressly specified in the Contract, including these GT&C, the Contracting Party shall not be entitled to any further claims against the Seller, except for the claims which cannot be effectively limited by the Parties' will. In particular, the provisions of these GT&C specify the details of the Seller's liability for undue performance of the Contract, including liability for defects in the Goods.
3. The Seller shall not be liable for failing to meet the deadlines arising from these GT&C if such failure is not caused exclusively by the Seller's fault.
4. The Seller shall not be liable for the consequences of the use of the Goods by the Contracting Party that is inconsistent with the intended use or with properties, or for the consequences of improper use of the Goods by the Contracting Party or by other persons, or for the consequences of improper storage and warehousing of the Goods.
5. The Seller shall not be liable for any defects of the Goods (statutory warranty).
6. Any liability of the Seller, related to sale of the Goods, shall only cover damage related to improper performance of the Contract but it shall not cover liability for defects in the Goods, obligation to repair damage related to expected benefits, lost profit, production losses, pure financial losses or loss of market reputation. Irrespective of any other provisions of these GT&C, any liability of the Seller under the Contract shall not exceed the Price of the Goods affected by improper performance (defect).
7. If, as a result of non-performance or undue performance of the Contract by the Contracting Party, an obligation arises for the Seller, a person acting on the Seller's behalf or for the Seller's benefit to pay any public levies, criminal or delinquent charges or any other similar charges, such payments shall be made directly by the Contracting Party whenever generally applicable laws allow for such a possibility. Otherwise, the value of such a payment shall be returned to the Seller or the person referred to in the preceding sentence upon any request made by them.
8. To the fullest extent permitted by law, the Seller's liability for the results of use of the Goods is hereby excluded, including liability for personal injury (such as health condition, death) or material damage resulting from or related to improper use, processing, storage or transport of the Goods. The aforementioned limitation of liability shall also apply to effects that the Seller was not aware of and, despite exercising professional diligence, could not have known about, taking into account the state of knowledge, technology and science as of the date of sale of the Goods.
9. The Contracting Party undertakes to hold the Seller harmless from any liability for damages suffered by third parties resulting from any act or omission of the Contracting Party, in particular from breach of obligations under the Contract or legal regulations. The Contracting Party hereby undertakes an obligation towards the Supplier to reimburse all amounts paid by the Seller in connection with the assertion of claims on this account, including amounts paid from damages, compensation, court costs and costs of legal assistance.

§ 10. Force majeure

1. The Seller may withhold the delivery of Goods and the Contracting Party may refuse to accept Goods due to, and during the persistence of, force majeure circumstances until such circumstances cease to exist.
2. The term 'force majeure' shall mean all kinds of sudden circumstances, independent of the Seller's and the Contracting Party's will, which prevent the Parties from fulfilling their obligations, in particular: strikes, war, riots, state of emergency, disasters, natural disasters as well as legal acts and decisions of public authorities, and law enforcement agencies.
3. The provisions relating to force majeure circumstances shall also apply to situations such as:
 - a) lack of raw materials for production;
 - b) the Seller's loss of the legal title to the Goods, for whatever reason;
 - c) failure of the production or loading facilities used by the Seller or by entities providing services or deliveries to the Seller.
4. Moreover, strikes by persons or companies providing services or deliveries to the Seller and/or the Contracting Party shall also be considered to be force majeure circumstances.
5. In the event of force majeure circumstances or equivalent circumstances, the Contracting Party and the Seller shall be released from their obligations under the Purchase Order and these GT&C during the period when such circumstances prevail, and shall not bear any consequences on this account.
6. The Parties shall immediately inform each other about the occurrence of force majeure circumstances or equivalent circumstances. If such circumstances prevail for longer than 30 days, the Parties may withdraw from the Contract, yet not later than within 45 days from the occurrence of such circumstances, or they may terminate the Contract with immediate effect.

§ 11. Contractual penalties

1. In the event of a delay in collection of the Goods at the Contracting Party's request or due to circumstances attributable to the Contracting Party, the Seller shall charge the Contracting Party with a contractual penalty in the amount of 0.5% of the net Price of the Goods under the delay, for each day of delay, but not more than 30% of this value.
2. If the delay referred to in item 1 exceeds 1 day, the Seller shall be entitled to claim payment of the Price of the Goods in spite of it not being released.
3. If the delay referred to in item 1 exceeds 1 day, the Seller may withdraw from the Contract and claim appropriate compensation.
4. The Parties allow for the possibility of claiming additional compensation exceeding the amount of contractual penalty stipulated here, under generally applicable rules.

§ 12. Protection of personal data

1. Each Party undertakes to process the personal data provided by the other Party in a manner consistent with the applicable provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data.
2. The Seller shall provide the Contracting Party with the Privacy Policy containing information required under Articles 13 and 14 of the GDPR. The Privacy Policy is available on the Seller's website at <https://blackrocktrade.it/privacy-policy/> and constitutes Appendix No. 3 to these GT&C.
3. Upon concluding the Contract the Contracting Party confirms that it has read the Information Clause and accepted its content.

§ 13. Confidentiality

1. The Parties unanimously agree that any information transferred between the Parties in any form whatsoever in connection with this Contract and regardless of it bearing the 'Confidential Information' clause shall constitute Confidential Information and shall not be used by either Party (even after the expiration of the Contract) without the written consent of the other Party for any purpose other than the implementation of the Contract. In particular, consent must be obtained for any press releases or other press information or communication made public by either Party.
2. The Parties hereby undertake to take all necessary measures to make sure that the persons employed by the Parties observe the confidentiality of the Confidential Information, in particular:
 - a) they must not disclose any confidential information concerning the other Party and obtained during the performance of the Contract to any third party, in any form;
 - b) they must provide access to confidential information concerning the other Party for the persons employed by them only to the extent absolutely necessary to perform the subject-matter of the Contract;
 - c) at the written request of either Party, they must immediately return or destroy any documents or other carriers of confidential information originating from the other Party, together with any copies thereof.
3. A Party may disclose the information referred to in item 1 above only to persons who will be involved in the performance of the Contract. Such Party undertakes to inform such persons of the obligations under the preceding items and commit such persons to comply with such obligations. The Party shall be liable for any breach of confidentiality by such persons.
4. The restrictions referred to above shall not apply to information which:
 - a) has become publicly available without breach of the Contract or which is public by operation of law;
 - b) is publicly disclosed to any third party upon written consent of the other Party;
 - c) must be disclosed under the law or a ruling of a competent court or public administration body.
5. In the event that either Party breaches its obligation to maintain confidentiality, the breaching Party shall be obliged to pay a contractual penalty to the other Party in the amount of Euro 2.500,00 (two thousand five hundred/00) for each case of breach. The Parties allow for the

possibility of claiming supplementary damages exceeding the amount of this contractual penalty, under generally applicable rules.

§ 14. Correspondence

1. For mutual correspondence related to the performance of the Contract, the Parties have adopted the addresses contained in the Purchase Order or the Contract.
2. Each Party shall be obliged to notify the other Party of any change of its correspondence address.
3. Ongoing arrangements, instructions, notifications, notices, statements etc. related to the performance of the Contract may be submitted by e-mail to the address contained, in the case of the Seller, in the Purchase Order or the Contract, and in the case of the Contracting Party, to the e-mail address contained in the Contracting Party's Declaration.
4. The persons indicated by the Seller in the Purchase Order or the Contract as the Seller's representatives or coordinators shall be deemed authorised to submit and accept the statements referred to in item 3 on behalf of the Seller.
5. The persons indicated by the Contracting Party in the Contracting Party's Declaration, shall be deemed authorised to submit and accept the statements referred to in item 3 on behalf of the Contracting Party.

§ 15. Tax obligations

1. The Seller undertakes to cooperate fully and promptly with the Contracting Party in analysing potential obligations to provide information on tax schemes in accordance with the provisions of the Italian Tax Law (Legislative Decree No. 74 of 10 March 2000, as amended), which may occur in connection with the performance of the Contract.
2. In the event that the Seller performs the role of a promoter within the meaning of the Italian Tax Law, the Seller undertakes to fulfil the obligations relating to the disclosure of information on the tax scheme in agreement with the Contracting Party, after obtaining an exemption from the obligation to maintain legally protected business secrecy, if such disclosure of information would violate the aforementioned obligation.
3. The Seller declares that, as of the date of this Contract, it does not have the status of a 'large enterprise' within the meaning of Annex I to the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187 of 26.6.2014). In the event of a change in the status of the enterprise, the Seller undertakes, within 14 days from the date of the change, to notify the Contracting Party of this fact in the form of a declaration, which shall not constitute an amendment to the Contract and shall not require an annex thereto.
4. The Contracting Party declares that, in the performance of its obligations under the Contract, it has not committed or will not commit any infringement of the law, including abuse of the law, in order to gain tax advantages, in particular with regard to IVA.
5. If committing a breach of the aforementioned clause, the Contracting Party shall be liable, without any limitation, for the damage caused to the Seller on this account. Furthermore,

any reasonable suspicion of a breach of this clause by the Contracting Party shall entitle the Seller to withdraw from the Contract for reasons attributable to the Contracting Party.

6. In the event that the Seller becomes aware of pending proceedings before a tax authority in connection with the Contracting Party's participation in transactions aimed at defrauding IVA from the state budget in connection with the Contract, the Seller may, at its discretion, withdraw from the Contract (in whole or in part) in accordance with the procedure specified below.
7. In the circumstances provided for in the foregoing items, before taking a decision to withdraw from the Contract, the Seller shall request the Contracting Party to submit additional information, explanations or documents within a specified time frame, and the Contracting Party shall be obliged to submit them within that time frame. In the event that the Seller makes the request referred to in the previous sentence, the time frame for withdrawal from the Contract shall be 30 days, counted from the receipt of complete information, explanations or documents, or the expiry of the time frame set by the Seller for the Contracting Party to submit information, explanations or documents.

§ 16. Final provisions

1. If Contracting Party signs a Purchase Order or concludes the Contract in writing, this shall mean that the Contracting Party has read and accepted these GT&C.
2. The Contracting Party may not assign any rights and obligations under the Contract without obtaining the Seller's prior consent expressed in writing, otherwise such assignment shall be null and void.
3. If any provision of these GT&C or the Contract is deemed invalid, whether in whole or in part, this shall not affect the validity of the remaining provisions of the Contract or GT&C. The Parties hereby agree to replace such provision with another provision that will correspond to the meaning and intention of the invalidated provision.
4. Any disputes between the Parties arising out of or in connection with the Contract shall be resolved amicably by the Parties. If an amicable dispute resolution proves impossible, disputes shall be resolved by a common court with jurisdiction over the Seller's registered office.
5. The Contract shall be governed by the law of the Republic of Italy.
6. If the Contract has been drawn up in two language versions, the Italian version shall be binding when resolving any discrepancies between them.
7. In matters not regulated by these GT&C, the relevant provisions of the Italian Civil Code shall apply accordingly.
8. Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Contracting Party which is a legal person declares that it has read and understood, and therefore expressly approves, the following clauses: §3 items no. 3,5,6,8,14; §4 items no. 2, 3, 4, 6,7, 8,9, 11,12; §5 items no. 1,7,8,12,13; §7; §8 item no.1 lett.a); §9 items no.1,2,3,5,6,8,9; §11; §15; §16 items no.2,5,6,7;

§ 17. Attachments

1. Purchase Order template;
2. Template of the Contracting Partys' Declaration regarding the person authorised to submit the Purchase Order on behalf of the Contracting Party and regarding e-mail addresses;
3. Seller's Information Clause;
4. Note of Complaint template.

TEMPLATE!**Purchase Order**

Purchase Order number:

Account NO.:

IBAN: IT80Y0200801733000107047981

BIC: UNCRITM1MG4

EUR – UniCredit,

Date of issue:

Head Office in Milan

Piazza Gae Aulenti 3 - Tower A

20154 Milano

Expiry date:

Payment method:

Date of delivery/collection:**Seller:****Buyer:****BLACK ROCK S.R.L**

via dell'Annunciata 23/4,

20121 Milan, Italy

Codice Fiscale [taxpayer ID]: 12010070964

No.	Product/Service	Unit	Q-ty	Net unit price	Net value	VAT rate	VAT amount	Gross value
1								
				Total:				

Sum to be paid:

Say:

Confirmation of the Purchase Order by both Parties also confirms the conclusion of a Contract between the Parties.

CONTRACTING PARTY'S DECLARATION

The Contracting Party hereby declares that:

1. it has received, read and accepts the General Terms and Conditions for the Sale of BLACK ROCK S.R.L Products, available on the Seller's website at: <https://blackrocktrade.it/gtc> , which, together with this Purchase Order, form an integral part of the Contract concluded;
2. it has not been declared bankrupt and there are no grounds for it to file for bankruptcy;
3. it is not in restructuring proceedings and there are no grounds justifying the commencement of such proceedings in respect of the Contracting Party;
4. no enforcement proceedings are in progress against the Contracting Party;
5. the Contracting Party has no obligations under public law, in particular obligations relating to taxes and other levies, including social insurance premiums;
6. there are no other grounds for non-payment for the Goods purchased;
7. the Contracting Party has familiarised itself with the characteristics and specifications of the Goods being purchased;

8. it undertakes to use the purchased Goods exclusively in accordance with their characteristics and intended use;
9. it undertakes to handle the Goods, in particular in storage and use, only in accordance with their characteristics and intended use, and assumes full responsibility for this.

Person authorised to issue the PO

Person authorised to receive the PO

Appendix 2
to the General Terms and Conditions
for the Sale of BLACK ROCK S.R.L Products

Contracting Party's Declaration regarding the person authorised to submit the Purchase Order
on behalf of the Contracting Party and regarding e-mail addresses

..... (place), (date)

.....
(Contracting Party's business name)

.....
(address)

.....
(address)

.....
(NIP/VAT ID)

CONTRACTING PARTY'S DECLARATION

regarding the person authorised to submit the Purchase Order
on behalf of the Contracting Party and regarding e-mail addresses

In relation to the Purchase Order being submitted, I hereby declare as follows:

1. The following person is authorised to place Purchase Orders and conclude Contracts with the Seller
in the name and on behalf of the Contracting Party, as well as to send other notifications on behalf of the Contracting Party:

.....
(full name)

2. The following is the only e-mail address authorised for placing Purchase Orders and/or for sending other notifications in connection with the performance of the Contract:

.....
(e-mail address)

3. I hereby consent to e-invoices being sent by electronic mail to the following e-mail address:

.....
(e-mail address)

Pursuant to § 3 item 5 of the General Terms and Conditions for the Sale of BLACK ROCK S.R.L Products, this Declaration is effective until amended or revoked. The Declaration may be amended or revoked at any time in the manner and under the conditions specified in the General Terms and Conditions for the Sale of BLACK ROCK S.R.L Product.

.....
(date, legible signature of person(s)* authorised to represent the Contracting Party)

* delete as appropriate

INFORMATION CLAUSE ON DATA PROCESSING

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, we inform you that:

1. The Controller of your personal data is **Black Rock S.r.l.** with its registered office in Milan at via dell'Annunciata 23/4, 20121 Milan, Italy entered into Camera di Commercio di MILANO MONZA BRIANZA LODI, entry number: REA MI - 2634469, Codice Fiscale e n. iscr. al Registro Imprese 12010070964
2. In order to obtain information on the manner and scope of the processing of your personal data by the Controller, as well as on your rights, you may contact the Controller by telephone at: + 39 34 4572 5004 via e-mail: srlblackrock@gmail.com or in writing to the address specified in item 1.
3. The Controller shall process your personal data on the basis of the applicable provisions of law, concluded agreements, in order to pursue the Controller's legitimate interests and on the basis of the consent granted, and, therefore, in the following circumstances:
 - a) pursuant to Article 6(1)(a) of the GDPR, i.e. when the data subject has given his/her consent to the processing of his/her personal data for one or more specified purposes,
 - b) for the purpose of concluding and performing contracts with the Controller's contracting parties and customers (legal basis: Article 6(1)(b) GDPR) – for the duration of the Contract and settlements afterwards;
 - c) for the purpose of fulfilling the Controller's legal obligations, e.g. issuing or storing invoices and other accounting documents, responding to complaints (legal basis: Article 6(1)(c) GDPR) – for the period required by the law for data storage;
 - d) for the purpose of establishing, defending and asserting claims (legal basis: Article 6(1)(f) GDPR) – for a period after which the claims become time-barred;
 - e) in order to verify financial credibility (legal basis: Article 6(1)(f) GDPR) – for a period necessary to make such an assessment;
 - f) in other cases where your personal data are processed exclusively on the basis of a previous consent to the extent and purpose specified in such consent.
4. In relation to the processing of your data, you have the following rights: to request the rectification (amendment) of your personal data – where the data are incorrect or incomplete; to request the erasure of your personal data and therefore the right to be forgotten, to request the restriction of the processing of your personal data, to request data portability, to object to the processing of your data where there are reasons related to your particular situation and the processing is based on the necessity to use data for the purposes related to legitimate interests pursued by the Controller or by a third party. Where the processing of personal data is based on a person's consent to the processing of their personal data, you have the right to withdraw that consent at any time.
5. You have the right to lodge a complaint with a supervisory authority in the event you consider that the processing of your personal data violates data protection legislation.
6. Your data may be processed by automated means.

7. Your data will not be subject to profiling except where the data have been obtained via the Controller's websites and after obtaining your consent to receive commercial information, newsletters or based on your acceptance of cookies. For details on automated decision-making and profiling, please refer to the privacy policy available from <https://blackrocktrade.it/privacy-policy/>.

Appendix 4
to the General Terms and Conditions
for the Sale of BLACK ROCK S.R.L. Products
– Note of Complaint Template

..... (place), (date)

.....
(Contracting Party's business name)

.....
(address)

.....
(address)

.....
(NIP/VAT ID)

NOTE OF COMPLAINT

Amount of Goods under complaint:
.....

Type of Goods under complaint:
.....

Number of Purchase Order or Contract:
.....

Number of the invoice documenting the sale or number of the WZ document:
.....

Packaging numbers:
.....

Seal numbers:
.....

Cause for complaint:
.....
.....

Preferred method of complaint handling:
.....
.....

.....
(date, legible signature of person(s)* authorised to represent the Contracting Party)

Attachment to the Note of Complaint: Photographic documentation of the Goods under complaint including, in addition to the Goods covered by the complaint, photographs of seals with visible numbers and photographs of packaging of the Goods together with the label.