

GENERAL TERMS AND CONDITIONS for B2B sales

1. OBJECT OF THE CONTRACT

These general terms and conditions are intended for and govern the sale of a product by the company Bergila GmbH, with registered office in I-39030 Pfalzen, Weiherplatz 8, VAT number 02718990217, registered in the Bolzano Trade Register REA no. BZ199938, hereinafter referred to as Bergila, to B2B customers in Italy and abroad (European Union), in any case for all sales to customers outside the online channels dedicated exclusively to the end consumer.

2. CONCLUSION OF CONTRACT

The order formulated by the B2B customer in writing by e-mail or telephone is deemed irrevocable until accepted or rejected by Bergila. The order is considered finalised when Bergila's written order confirmation is received by the customer.

The products shown in Bergila's price list, catalogues and website are for illustrative purposes only.

3. PRICE

The price of the goods is the price according to Bergila's price list valid on the day of the B2B customer's order.

Bergila reserves the right to change its price list and to inform the B2B customer in writing by e-mail before the new price list is applied.

4. TERMS OF PAYMENT

The B2B customer shall pay the amount for each order within the payment term specified in the order confirmation or sales invoice.

Bergila is authorised to offset any credit balances owed to the B2B customer against any debts owed to the same.

In the event of non-payment, even partial, of the amounts indicated on the sales invoice, Bergila reserves the right to

- demand immediate payment of the balance;
- to claim interest for late payment to the extent provided for by Legislative Decree 231/2002;
- suspend or refuse the sending of new orders by the B2B customer;

5. DELIVERY TIME

Bergila undertakes to deliver the products to the B2B customer within approximately 5-10 working days after receipt of the order and payment, except in cases of force majeure.

Bergila points out in these general terms and conditions that, depending on the season and harvest or other unforeseen circumstances, not all products are always available.

Failure to meet delivery deadlines will not result in cancellation of the order or payment of penalties and/or damages and/or interest.

In any case, deliveries may be suspended in the event of non-payment, late payment or force majeure.

6. DELIVERY MODALITIES

Delivery is deemed to have taken place when the Products are handed over by Bergila to a courier of its choice for forwarding to the B2B Customer or at the time of collection by the B2B Customer or by an authorised third party.

The risk of loss and damage to the products is borne by the B2B customer from the time of delivery and/or collection.

The transport costs are listed in the price list and a fee is charged for each order. This amount partially covers the costs of careful packaging, the cardboard box, the filling material and the shipping costs.

7. UNJUSTIFIED REJECTION OF GOODS

In the event of an unjustified rejection of the goods, Bergila reserves the right to charge the B2B customer for the costs of returning the goods.

8. GUARANTEES AND SERVICE

Unless otherwise agreed in writing, products are shipped from Issing/Pfalzen BZ and always travel at the risk and peril of the customer, even if shipping is free of charge. Any insurance of the products during transport is at the expense of the B2B customer.

Bergila takes care of the packaging for the shipment of the products in the most suitable form.

Upon receipt of the goods that are the subject of the order, the B2B Customer is responsible for verifying the integrity and conformity of the product in relation to the order. The B2B Customer must note any complaint regarding the non-conformity of the product on the transport document and then notify Bergila in writing within 3 working days from the date of receipt or from the date on which the hidden defects were discovered during unpacking.

In the event of defects in the goods sold, the warranty provisions set forth in articles 1490 et seq. of the Italian Civil Code shall apply.

The non-conforming product may in any case be returned to Bergila in the packaging in which it was delivered, after authorisation by Bergila and at the B2B customer's expense, unless Bergila issues instructions for disposal by the B2B customer.

In case of questions, complaints or suggestions, the B2B customer can contact Bergila by e-mail at info@bergila.com.

To ensure that questions, complaints or suggestions are dealt with quickly, the B2B customer must explain the problem in detail and, if necessary, attach relevant documents, photos, etc.

9 LIABILITY

Bergila disclaims all liability in the event of damage occurring directly or indirectly to Bergila products or products marketed by Bergila on behalf of third parties or to other material of the B2B customer that is not attributable to a manufacturing defect.

10. RECALL OF PRODUCTS

In the event that the products covered by this agreement are subject to a recall procedure, Bergila undertakes to initiate the appropriate procedures in accordance with the applicable regulations and in accordance with Bergila's HACCP manual, procedure form 10/01 with the first edition 11/2013 and subsequent amendments.

11. FORCE MAJEURE

Equivalent to cases of force majeure are cases that release Bergila from the obligation to deliver the product within the deadlines established in these General Conditions (for example, but not limited to: epidemics, pandemics, fires, floods, wars, production stoppages, also in accordance with legal and administrative measures, lack of stocks), strikes of all or part of Bergila's personnel or of the carriers in charge of delivering the products.

12. PROCESSING OF PERSONAL DATA

Bergila protects the confidentiality of the data of its B2B customers and guarantees that data processing complies with the provisions of Legislative Decree no. 196 of 30 June 2003 on the protection of privacy.

The personal and fiscal data acquired directly and/or through third parties by Bergila S.r.l., the data controller, are collected and processed in paper, computerised and electronic form, in relation to the processing modalities, with the aim of registering the order and initiating the procedures for the execution of this contract and the related necessary communications, in addition to complying with any legal obligations, as well as enabling efficient management of the business relationship to the extent necessary for the best possible execution of the requested service (art. 24, paragraph 1, letter b, D.Lgs. n. 196/2003).

If the B2B customer has also subscribed to the newsletter service, the B2B customer's email address will also be used for advertising purposes until the B2B customer unsubscribes from the newsletter service. Unsubscribing from the newsletter can be done at any time.

Bergila undertakes to treat the data and information provided by the B2B customer confidentially and not to pass it on to unauthorised persons, use it for purposes other than those for which it was collected or pass it on to third parties. This data may only be disclosed at the request of judicial authorities or other legally authorised authorities.

Personal data will only be disclosed to persons entrusted with the performance of activities necessary for the fulfilment of the contract concluded and exclusively within the scope of this purpose after signing a confidentiality agreement for the data itself.

The disclosure of personal data by the B2B customer is a necessary condition for the proper and timely fulfilment of this contract. Otherwise, the B2B customer's request cannot be processed.

In any case, the data collected will only be kept for as long as necessary for the purposes for which they were collected or subsequently processed. In any case, the data will be deleted in a secure manner.

Bergila GmbH is responsible for the collection and processing of personal data and can be contacted by B2B customers with any enquiry at the company's registered office.

13. APPLICABLE LAW

The contract is governed by Italian law.

14. JURISDICTION

Any disputes arising from the execution and/or interpretation of the contract and these terms and conditions, which form an integral part thereof, shall be subject to the exclusive jurisdiction of the Court of Bolzano.

Status 03-2024