SynBalance
LIFEWIDE PROBIOTICS

GENERAL SALES CONDITIONS

1. General Provisions

1.1 The deliveries and the commercial agreements between the Seller and the Customer are governed by these General Sales Conditions also published on the web site www.synbalance.care
1.2 Any modification as well as amendments or additions made to the General Sales Conditions must be agreed in writing. They are approved by the Seller only if they are included in the order confirmation.
1.3 In the case of conflict between the here attached General Sales Conditions and the specific sales conditions agreed between the parties, the specific sales conditions shall override the General Sales Conditions.
1.4 These General Sales Conditions must be accepted by the Customer even if different from its general or particular purchase conditions
1.5 These General Sales Conditions shall become effective also for the international sales of the goods
1.6 Any issue concerning the deliveries of the goods that it is not explicitly or implicitly solved by these General Sales Conditions or by any specific conditions agreed by the parties, will be governed by the Italian Law.

2. Orders

2.1 The Customer orders must be in writing (by fax, mail, post office) or by the personal area in the web site www.synbalance.care
2.2 In any case, the Seller reserves the right to refuse the order sent by the Customer or to accept only a part of it.
2.3 All Customer's orders shall be valid only if accepted in writing by the Seller including by means telematics communication with the order confirmation.

3. Price and Payment Conditions.

3.1 The price of the products and the methods of payment are exclusively those indicated in the order confirmation. The price list or the price communicated by the sales department are only given for information and they may be subject to changes in case of variation of the cost of raw materials, of labor costs, of exchange rate or by any other factors that may increase the production and/or selling costs.
3.2 The prices shall always be ex-works prices and without taxes, unless otherwise agreed in writing.
3.3 The payment, unless otherwise agreed in writing, must be arranged in advance by bank transfer in favor of the bank account indicated by the Seller in the order confirmation. The payment is considered made when the amount is available for the Seller in its own bank.
3.4 In case of advance payment, without other indications, it is assumed that it refers to the full price taxes included. Unless otherwise agreed, the advance payment must be transferred to the bank account given by the Seller before the lead time indicated in the order confirmation.
3.5 When the payment must be covered by a bank guarantee, the Customer must make available to the Seller a bank guarantee (available on first demand and issued by an Italian bank), no later than 30 days from the lead time indicated in the order confirmation.
3.6 Unless otherwise agreed, any bank cost or commission in connection with the payment will be paid by the Customer.
3.7 Any delay and/or irregularity in the payment entitles the Seller the right to:
- Suspend the ongoing supplies, even if not related with the payment in question;
- Modify the methods of payment for the next supplies, even requiring the advance payment or additional guarantees;
- Require, after the deadline of the payment and without formal notice, the default interest on the amount yet to pay, calculated with the legal interest rate in effect for the commercial relationships, granting the possibility for the Seller to require the compensation for the higher damages suffered.

4. Delivery times

4.1 The Delivery Times, indicated in the order confirmation, are indicative and not peremptory time, therefore, the delay is not a reason to cancel the order by the Customer and it is not a right for this latter to request to the Seller any compensation. The Delivery Times indicated in the order confirmation express the stock availability, therefore, it is necessary to consider the time needed for delivering goods at the place of destination provided.
4.2 In any case, the possible delay due to force majeure (as means in the art. 9 below) is not imputable to the Seller or to acts or omissions of the Customer (for example, not providing information necessary for the supply of goods).

5. Shipment

5.1 Unless otherwise agreed, goods are always sent and moving at Customer's risk and on its behalf. Therefore, any burden and cost shall be borne by the Customer; the delivery is ex-works, unless otherwise agreed (Ex Works - INCOTERMS 2020).
5.2 In any case, unless otherwise agreed, the risks are associated to the Customer not later than with the delivery to the first carrier.
5.3 The Seller is not obliged to supply attestations or certificates not expressly provided in the contract, or to obtain licenses, authorizations or any other document required for the import, export or for the transit of the goods on the territory of a foreign Country. Nevertheless, upon request, the Seller may collaborate with the Customer in order to obtain the abovementioned documents, at the risk and the expense of the Customer.

6. Retention of title

6.1 Beyond what is already provided for in previous Article 3, it was expressly agreed that products sold remain the property of the Seller, until payment has been made in full by the Customer.
6.2 Non-payment (even of a single instalment of the price) results in automatic suspension of the delivery by the Seller, without this constituting a waiver of additional rights for this latter.

7. Defects/Faults

7.1 The Seller declares that the goods are free from defects, such as to make them unfit for the intended use in accordance with the technical documentation supplied to the Customer.
7.2 The Customer is required to examine the goods at the time of delivery. Customer must check the existence of typical and recognizable non-conformities for every single delivery.
7.3 Any complaints relating packaging conditions, quantities, or external characteristics of the goods (apparent defects) must be notified in writing to the Seller (by recorded delivery letter, certified email or fax) under penalty of forfeiture, within 8 days from the date of receipt of the goods.
7.4 Any complaints relating to defects not apparent on careful inspection at the time of receipt (hidden defects) must be notified in writing to the Seller (by recorded delivery letter, certified email or fax), under penalty of forfeiture, within 8 days from the date of discovery of the defect and in any case not later than 12 months from delivery (art.1495 c.c.).
7.5 In any case, the Seller guarantees the conformity of the goods with the sales specifications in force on the delivery date of the same, whose latest version is published on the web site www.synbalance.care. The Seller guarantees the suitability for applications regarding markets indicated in the abovementioned sales specifications. Any other different use not indicated by the Seller is under the sole and direct responsibility of the Customer that declares having read the latest published version of the sales specifications and to transmit it to any third parties interested.
7.6 It is intended that any complaints or disputes do not entitle the Customer to suspend or however delay the payment of the good complained, or of any other supply.
7.7 The Seller's only obligation in case of defects, lack of quality or non-conformity, will be that of the replacing of defective goods. It is intended that the abovementioned guarantee (i.e. obligation to replace goods) is in lieu of any other legal guarantee or liability, with exclusion of any other Seller's liability (both contractual or extra contractual) which may arise from the supplied goods (e.g. compensation of the damage, income foregone, recall campaigns, etc.
7.8 The goods shall be used in compliance with the datasheets given by the Seller, known and accepted by the Customer.
7.9 No responsibility may be attributed to the Seller in case of alteration of the goods by the Customer for uses not in accordance with indications given, or rather for unsuitable storage and transport arrangements.

8. Protection of intellectual property rights

8.1 The Customer acknowledges the Seller's intellectual property rights and he/she undertakes to comply and refrain from violating them in any manner.
8.2 The Customer undertakes to notify in time the Seller of any abuse or violation may become acquainted, and at the same time, the Customer undertakes to provide any assistance necessary for defending and protecting such rights.

9. Force majeure

9.1 Each party shall be entitled to suspend the performance of its contractual obligations in the event that such performance is rendered impossible or reasonably onerous due to an unpredictable impediment beyond his/her control, such as: strikes, boycotts, civil wars, riots or revolutions, embargoes, pandemics and epidemics, delays in delivery of raw materials.
9.2 The party wishing to make use of the present clause must promptly communicate in writing to the other party the occurrence and the end of such force majeure circumstances. Should the suspension due to force majeure last more than six weeks, each party shall have the right to terminate the contract, upon ten days' notice in writing (by recorded delivery letter, certified email, fax) to the other party.

10. Governing Law and Competent Court

10.1 These General Sales Condition are governed by Italian Law.
10.2 For any dispute arising between the parties in connection with the interpretation, execution of the present General Sales Conditions, the jurisdiction will be exclusively of the Court of Busto Arsizio (VA).

11. Model 231/2001

The Seller adopted the Organization and Control Model in accordance with D. Lgs. 231/2001 and the Code of Ethics, which is available on the web site: www.synbalance.care. By accepting the present conditions, the Customer declares to know and adhere to the principles of the Model and of the Code of Ethics.

12. Information Note ex art. 13 Reg. UE 679/2016

The Seller will process the data of the Customer with IT System in order to perform law and contractual obligations The personal data will never communicated to third parties, except to contractual obligation. For further information or to assert the rights referred to in Sec. III of Reg. UE 679/2016 you may contact the Data Controller by writing to SynBalance SRL Via Celeste Milani 24/26 Origgio (VA) - Italy, or at the address info@synbalance.care

13. Amendments and updates

The Seller may make modifications or amendments to the present General Conditions at any given time. Therefore, the Customer may be required to accept exclusively the General Sales Conditions in force at the time of purchase. The new General Sales Conditions shall be effective from the date of publication on the web site www.synbalance.care and for purchase orders submitted after that date.

Origgio, _____

Customer

The Customer acknowledges having read and accept the General Conditions of Sale and to accept in writing the rules in the clauses below, as specify in the article 1341 and 1342 code civil:1.4 (prevalence of the General Condition of Sale); 2 (Orders); 3 (Price and Payment Conditions.); 4 (Delivery times); 5.3 (Certifications); 6 (Retention of title); 7 (Defects/Faults); 8 (Protection of intellectual property rights); 10 (Governing Law and Competent Court);11 (Model231/2001); 13. (Amendments and update).

Origgio, _____

Customer