



GENERAL SALES CONDITIONS - E-COMMERCE

This document contains the general sales conditions (hereinafter “General Conditions”) of B+B International S.r.l. (VAT no. 02483170268) with registered office in Vicolo Boccacavalla , 3/F, 31044 Montebelluna (Treviso, Italy - hereinafter “Seller”) with regard to the telematic sale of ArtiosCAD.net, which is a container of projects - packaging, exhibitors, promotional accessories and furniture accessories- designed with ArtiosCAD and executed with Kongsberg plotters.

1) Purpose and website registration

1.1 These General Conditions shall govern all the sale contracts regarding the projects – packaging, exhibitors, promotional accessories and furniture - designed with the Seller’s ArtiosCAD and belonging to the line “ArtiosCAD.net” (hereinafter “Products”) to be entered into between the Seller and the subject who forwards the purchasing order for the Products (hereinafter the “Purchaser”).

These agreements shall be entered into exclusively by electronic means, through an on-line service run by the Seller. This service is accessible through the e-commerce platform and provided through the website www.bbinternational.eu (the “Website”), of which the Seller is the sole owner, and allows the Purchaser to enter it, find out and purchase the Products through different electronic interfaces (the “Service”). All purchases of digital contents made through the Service shall be processed by the Seller who acts solely in its own name. The Purchaser, through an individual person authorized by him, is required to register himself as a user on the Site.

At the registration the Purchaser, by accessing and using the Service, confirms that he has read, understood and accepts the terms of use of the Site, as specified in the “Legal Notes” thereof, and acknowledges the “Privacy” information on the Site so confirming to be legally bound to it. The Purchaser is entitled to use the Service only if he accepts all the rules applicable to the present contract.



Applications for registration are in any case subject to the discretionary approval by the Seller.

1.2 The Buyer shall provide himself with a password and an account in order to complete the registration process with the Service and shall indicate his e-mail address and whatever else is required by the Seller through the Service. The Buyer is required to maintain the confidentiality of the password and account assigned and shall be solely responsible for all activities that occur under his password or account. The Purchaser also agrees to: (a) notify the Seller immediately of any unauthorized use of his password or account or any breach of security; (b) be sure to log out after each session.

Any personal information that the Purchaser shall provide in the registration form will be collected in accordance with, and for the purpose expressly set out in, the “Privacy” information of the Seller, as reported on the Website.

1.3 It is understood that the Seller, through the Service, sells its “Products” in electronic or digital format exclusively to its final customers.

1.4 The Seller reserves the right, in its sole discretion, to change, modify, add or delete in whole or in part the conditions of use of the website (the “Legal Notes”) and the General Conditions at any time without further notice. In these cases, the Seller will publish the changes to the terms and conditions of Service. The use by Purchaser of the Service after application of such modifications to the Legal Notes and to the General Conditions, implies acceptance of the terms and conditions so modified.

1.5 Should the Purchaser, at any time, not act in accordance with the general Conditions or should he breach the rules set out in the Legal Notes, the Seller reserves the right to immediately cancel and block the access by the Purchaser to the Service (or any part thereof) and/or the user account. In addition, the Purchaser undertakes to relieve the Seller from any liability for any blockage or cancellations of his access to, or use of, the Service. The Purchaser agrees to use the Service only for lawful purposes and, in



particular, he shall not violate or infringe, in any way, the rights of other users. Moreover, behaviours that, at the discretion of the Seller, limit or prevent other users from the full use of the Service are not allowed.

2. Formation of the contract and invoicing

2.1 The digital order transmitted by the Purchaser to the Seller, shall contain the exact identification of the “Product Code”, name, description, price and of any other element requested by the Service through the various electronic interfaces in the website.

2.2 All the sales of digital contents are definitive. The purchase by the Purchaser of digital contents through the Service starts immediately as soon as he downloads digital contents from the Service. Once the download has started, the Purchaser is not entitled to cancel the purchase.

2.3 When the purchase has been completed by the Purchaser in accordance with clause n. 2.2., the Seller sends the Purchaser the relevant invoice to the e-mail address previously specified by the latter at the moment of the registration.

2.4 By placing an order, in the manner provided for in clause 2.1, **the Purchaser declares that he has read all the information provided to him during the purchase procedure and fully accepts these Terms and Conditions of sale.**

3. Products

3.1 **Any information and image relevant to the Products contained in the Seller’s digital catalogue on the website or in any other similar electronic document, has a mere indicative value and is not binding upon the Seller in any way.**

3.2 The seller may delete one or more Products from the lists or add new lists at its sole discretion and without notice.

4. Prices



4.1 Sales prices are those set out in the website for each Product. The total price includes the price of the digital contents. The prices are exclusive of Vat if applicable.

4.2 Notwithstanding the preceding provisions of paragraph 4.1, the Seller reserves the right to modify at its sole discretion and at any time the price of the Products.

5. Orders

It is understood that no order shall be binding unless, and until, it is accepted by the Seller through his computer system.

6. Payment terms

The terms of payment are indicated by the Seller in a separate screen on the site before purchase. In any case, all payments shall be made in favour of the Seller by credit card, bank transfer or other means of payment specified on the Site, and all charges shall be made exclusively on the current account of the person to whom the invoice is addressed.

7. Exemption from warranty

Since the object of this contract is only the design of products that are then realized by the Purchaser after the purchase, any Seller's liability of any kind, contractual or extra-contractual, concerning the products, is hereby expressly excluded.

8 Force Majeure

8.1 In any case, the Seller shall not be responsible to Purchaser for breach of whatsoever clause of these General Conditions or the sale contract if compliance is impossible or extremely burdensome because of unforeseen events not attributable to Seller.

8.2 The Seller shall not be responsible to the Purchaser, except in case of fraud or gross negligence, for any inefficiency or malfunctioning associated with the use of internet which is out of his control or that of his sub-suppliers.



8.3 For the management of payments effected by the Purchaser through credit cards, bank transfer or other means of payment specified on the Site, the Seller is assisted by specialized third parties who ensure that payment transactions are conducted so that the data of the Purchaser are adequately protected. Though the Seller adopts the utmost care in choosing third parties for the management of the Service, he shall not be responsible to the Purchaser for any damages incurred as a result of any inefficiency or malfunctions associated with that service, or in the event of removal or unauthorized access to the Purchaser's data by a third party.

9. Security of the Service

It is understood that it is not allowed to violate or attempt to violate the security of the Service, damaging the network nodes or services nodes nor to restrict, disable, disrupt or otherwise prevent the ability of the Seller to monitor or make available the Service.

10. Limitations and/or exclusions of liability - Disclaimer

10.1 In order to ensure that the use of the Website, which is the Seller's property, is carried out in accordance with its objectives and purposes, users are invited to carefully read the General Conditions and, in particular, the limitations / exclusions of liability under this clause 10, since the use of the Site constitutes automatic acceptance of the rules herein.

In case of non acceptance of the terms herein, users are invited not to use the Website.

10.2 The Seller reserves the right, at any time and without prior notice, to make changes to this disclaimer and these will be published each time on the Website under the heading "General Conditions".

The user is then required to verify the content of the disclaimer whenever he enters the Site, since its use shall imply the automatic acceptance of any modification thereof.

10.3 The Seller shall make all reasonable efforts to ensure that the information and the material available to use on the Website are up to date and free from errors, inaccuracies



or omissions. However the Website is provided “as is” and the Seller may not give any warranty with regard to the reliability and the accuracy of the data and the materials contained in it. The Seller hereby disclaims any and all liabilities as to any damage, whether direct or indirect, incidental and consequential, connected to the lawful or unlawful use of the data and the material in general contained in this Website, including without limitation, loss of profit, business interruption, loss of programs or other data contained in the user’s computer system or in other systems, also when B+B International Uninominale S.r.l. is expressly informed about the possibility of such damage.

The Website contains links to third party sites in order to facilitate the user’s navigation. The Seller regularly checks the contents of such sites, but it is not able to act on the policies, privacy and security and on the functioning of such sites. Anyway, B+B International Uninominale S.r.l shall not be liable for any infringements realized through such sites. The navigation on the linked sites is therefore made under the sole responsibility of the user and B+B Informatica S.r.l. disclaims any responsibility whatsoever for any damage claimed by the latter during the navigation on such sites.

Although the Seller’s site does not carry any viruses, worms, trojans or other damaging elements, it cannot be excluded that these may be brought to the user’s computers through the use of the Seller’s site or its links. Therefore the user shall, at its sole responsibility, find the appropriate tools to guarantee a safe web navigation (i.e. an updated antivirus). Moreover, it should be advisable to perform the scanning of those files whose download is to be effected. In any case Seller shall not be liable for any damage arising from computer viruses or similar threads, including hackers attacks, that users could suffer during or due to site navigation or any related links.

10.4 No clause contained herein is meant to circumvent the current legislation or limit the responsibilities provided for by law in a mandatory fashion.



By using this site the user accepts the exclusions and the limitations of liability set forth above, and acknowledges that they are reasonable. If he should not find them reasonable, he is invited not to use the Website.

If any provision in this disclaimer clause is ineffective by law, this shall not affect the whole disclaimer clause.

11. Product's Trademarks

11.1 Purchaser undertakes not to delete or remove the trademarks or other distinctive marks of the Products.

11.2 It is understood that no right is granted to Purchaser (as licence or any other right) on the Seller's trademarks, neither by these General Conditions, nor by any individual sale agreement. Any use by Purchaser of Seller's trademarks is forbidden, except with Seller's prior written authorization.

11.3 All the content of the Service, included, but not limited to, projects, text, graphics, images, filmed sequences, information, applications, software, music, sounds and other files and their selection and disposition ("Website Content"), are Seller's or its licensors' exclusive property and all rights are reserved. It is expressly forbidden to modify, copy, distribute, perform the frame, reproduce, reissue, download, display, send, transmit or sell in any form or by any means the Website content, in whole or in part, without Seller's prior written consent.

12. Industrial and intellectual property rights

12.1 The Seller is and will remain the exclusive owner of all intellectual property rights associated with the Products, including any individual parts and documentation thereof, as is clearly shown in the "Legal Notes" contained in the Site

B+B International S.r.l. Uninomiale

Società sottoposta a direzione e controllo di B+B Holding S.r.l.
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Capitale Sociale € 10.400 i.v.
Reg. Imp. TV n° 02483170268
R.E.A. TV n° 0213043





12.2 Any use of the Service or the Site Content other than as specifically authorized herein is strictly forbidden, without the prior written consent of the Seller. The infringement of this provision may also violate applicable laws including, without limitation, copyright and trademark laws and regulations and statutes applicable in the telecommunications field of. Unless explicitly stated otherwise, no provision of these terms and conditions shall be construed as conferring any license on intellectual property rights.

12.3 It is understood that it is not allowed to upload, publish or otherwise make available on the Service, any material protected by copyright, trademark or other proprietary right without the express permission of the owner of copyright, trademark or other proprietary right. The Purchaser shall be solely liable for any damage resulting from infringement of copyrights, proprietary rights, or any other damage caused by the publication of such material.

13 Autonomy

If any provision of these General Conditions is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining provisions which will continue in full force.

14. Governing Law

These General Conditions, and any other sales agreement entered into between Seller and Purchaser, shall be governed by and construed in accordance with Italian law.

15. Jurisdiction and Venue

15.1 The Court of Treviso (Italy) shall have the exclusive jurisdiction on any and all disputes arising out of these Terms and Conditions and contracts of sale concluded on the basis of the same.



16. Access to contract; to these general conditions, to the legal notes and to privacy policy and preservation thereof.

16.1 Pursuant to art. 12 of Legislative Decree no. 70/2003, the Seller hereby informs the Buyer that any order placed using electronic format is stored in digital / hard copy on the server at the headquarters of the Seller according to the criteria of confidentiality and security. Any orders so stored can be provided on request of the Buyer in electronic format or hard copy.

16.2 Pursuant to art. 12 no. 3 of Legislative Decree no. 70/2003 a copy of these General Conditions can be printed, downloaded and saved on Purchaser's computer directly from the Site. The Purchaser may perform a similar proceeding with the Legal Notice and the Privacy Policy on the Site. These conditions, the legal notice, and the Privacy Policy can be printed and stored on common electronic supports.

17. Provisions and Processing of personal data

Legislative decree no. 196 dated 30/06/2003 provides for the protection of individuals and other persons with regard to the processing of personal data. The treatment is based on by principles of correctness, lawfulness, transparency and protection of the confidentiality of the person who gives its personal data.

Pursuant to art. 13 of Legislative Decree no. 196/2003 with regard to the generic personal data subject to the treatment and provided for by the Purchaser at the moment of registration to the Site, the following information are to be given:

a) scope of the treatment: registration to the site, admission to the newsletter service, forwarding of the ordered products, forwarding of any information requested by the user, particularly for the management of orders and the related shipments, management of the requests for information, invoicing, customers service, forwarding of informative/promotional materials.

The data are also collected and processed to accomplish all those compulsory accounting, tax, commercial and technical requirements of the Seller's business and also related to the contractual relationship.



b) Preprocessing modalities: telematic modalities, in encrypted form and afterwards treated by informatic and manual means.

c) Provision of data: the provision of personal data requested when registering for the site is required in order to allow access to the Website itself, the use of the utilities therein and the execution of contracts for the sale of products electronically through the Site. Provision is also mandatory to allow the smooth flow of data accounting, tax and technical; any refusal could lead to failure or partial performance of the contract.

d) Communication and circulation: data may be communicated by the Seller to any other third parties to carry out technical and commercial activities, tax compliance, management of proceeds and payments arising out of contracts to other parties according to the law.

e) The interested party enjoys the rights under Art. 7 of Legislative Decree 196/2003, which is quoted below:

1. A data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist regardless of their being already recorded, and communication of such data in intelligible form:

2. A data subject shall have the right to be informed: a) of the source of personsl data; b) of the purpose and methods of the processing; c) of the logic applied to the processing, if the latter is carried out with the help of electronic means; d) of the identification data concerning data controller, data processors and the representative designed as per Section 5(2); e) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.



3. A data subject shall have the right to obtain: a) updating, rectification or, when interested therein, integration of the data; b) erasure, anonymization form or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which the data have been collected or subsequently processed; c) certification to the effect that the operations in letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.

4. A data subject shall have the right to object, in whole or in part: a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys

In order to exercise such rights the Purchaser may contact Seller's customer service to the e-mail address info@bbinternational.eu.

f) Owner and manager of data processing is B + B International Srl (P.IVA 02483170268) with registered office in Vicolo Boccacavalla, 3 / F, 31044, Montebelluna (Treviso), Italy.

The Buyer, with the completion of the registration process to the Site, authorizes the processing of personal data in the course of this procedure for all the purposes highlighted above.

The Purchaser