

FUN FACTORY SAS

Address: Via S. Giuseppe, 12 - 36060 Pianezze (VI)

VAT Number: IT012557960246

Phone: +39 0424 470507

Fax: +39 0424 476553

E-mail: funfactory@funfactorymode.it

Pec: funfactory@arubapec.it



General Terms and Conditions of Sale Fun Factory S.a.s.

The General Terms and Conditions of Sale form an integral part of the purchase order placed by the customer and are applied as essential clauses thereof.

The Special Conditions specified in individual orders, accepted by Fun Factory S.a.s, take precedence over the General Terms and Conditions of Sale and may constitute an amendment or derogation from them.

The General Terms and Conditions of Sale shall apply to all purchase orders submitted by the Customer, who, by signing, stamping, and dating the order for acceptance, declares to have read and accepted these Conditions.

If one or more of the provisions of these General Terms and Conditions of Sale should prove ineffective or contrary to mandatory legal provisions for any reason, such ineffectiveness or contradiction shall not affect the remaining provisions of these General Terms and Conditions of Sale.

Art. 1 ORDER ACCEPTANCE

The Customer shall send the Order Proposal via email to Fun Factory S.a.s, duly dated, signed, and stamped for acceptance, within the deadline specified in the Proposal. Fun Factory S.a.s shall send the order confirmation to the Customer within 10 working days, and only from that moment shall it be bound to fulfill the order. If no order confirmation is sent within the specified 10 working days, the order shall be deemed accepted.

If the Customer sends its General Terms and Conditions of Purchase to the Supplier, they shall be considered accepted only for the parts that do not conflict with the General Terms and Conditions of Sale described herein, and only if expressly signed for acceptance by the Supplier.

Art. 2 DELIVERY TERMS AND METHOD

The delivery terms indicated in the Fun Factory S.a.s sales proposal shall commence from the date of order confirmation and are not binding. Delivery times may be extended in the event of force majeure events beyond the control of Fun Factory S.a.s. Fun Factory shall immediately inform the Customer in such cases.

Unless otherwise specified, the goods travel at the Customer's risk and peril. All prices are exclusive of VAT and are based on ex-works (Incoterms 2020) terms.

Art. 3 PACKAGING

Unless otherwise explicitly stated in writing by the Customer specifying a particular type of packaging, the packaging method shall be determined and handled solely by Fun Factory S.a.s.

Art. 4 SUPPLY INSPECTION

Any initial inspection of the supply must be carried out at the premises of Fun Factory S.a.s at the Customer's expense and responsibility.

If the Customer, due to urgent needs agreed upon with the Supplier, decides to repair part or all of the received materials because they are not deemed fully compliant with the purchase order, the costs incurred shall be charged to the Supplier.

Art.5 LIABILITY FOR UNAUTHORIZED MODIFICATIONS AND REPAIRS

In compliance with current regulations, the Customer is liable for any damages caused to property or persons due to the incorrect use of products purchased from Fun Factory S.a.s.

Additionally, the Customer is required to indemnify Fun Factory against any claims for damages resulting from defects, non-compliance, or unreliability arising from unauthorized modifications and/or repairs not approved by Fun Factory S.a.s.

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Art.6 WARRANTY

The supplied products are covered by a warranty in accordance with the regulations of the Supplier's country, unless otherwise expressly agreed and stated in the purchase proposal. For claims related to non-conformity of the supply with the purchase order, the warranty claim period is limited to 30 (thirty) days.

Art. 7 PRICES AND PAYMENT TERMS

The prices, terms, and payment methods are specified in the Order Proposal issued by Fun Factory S.a.s.

If not explicitly stated in the Proposal, the payment terms shall be:

- 50% upon order confirmation, and
- the remaining balance upon presentation of the proforma invoice and in any case before shipment of the order to the Customer.

In case of late payment, commercial interest at the official discount rate plus three percentage points will be applied.

Payments must be made at our registered office, and payments made to third parties will not be recognized unless authorized by a special mandate.

If the Customer delays the balance payment by more than 15 days from the agreed shipping date and/or fails to collect the ordered goods within 15 days following our notification of order fulfillment, Fun Factory may charge a warehouse management fee of €50.00 per day (excluding VAT) until the delivery is completed.

No order modifications will be accepted after order confirmation.

Art. 8 PRIVACY AND DATA PROCESSING

The Parties mutually declare that they authorize the processing of personal data in compliance with the provisions of Legislative Decree 196/2003 and GDPR 2016/679.

Fun Factory S.a.s declares that, in accordance with the aforementioned decree, all data processing will be conducted in accordance with the principles of fairness, lawfulness, and transparency, ensuring the confidentiality and rights of all individuals involved.

Personal data will be processed exclusively for purposes related to the sales proposal and will be handled using appropriate measures to ensure security and confidentiality, in compliance with the requirements set forth in the regulation.

The Parties declare that they are aware of the contents of Legislative Decree 231/2001 and GDPR 2016/679 and mutually commit to conduct themselves in full compliance with the principles of transparency and fairness while implementing the sales proposal. They further declare that they have never committed any of the offenses covered by the mentioned decree.

Art. 9 JURISDICTION

The sales proposal shall be governed and interpreted in all respects under Italian law. The Parties expressly declare that the Court of Vicenza (IT) shall have exclusive jurisdiction over any disputes arising from the contract.

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