



# METALTECNICA s.r.l.

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. General provisions

- 1.1. The present general terms and conditions of sale (**GTC**) shall apply to all supplies of products (**Products**) performed by METALTECNICA s.r.l. (Fiscal Code and VAT no. 01262820036), with registered office in Prato Sesia (Novara - Italy), via G. Matteotti no. 151 (**Supplier**), in favour of third parties not qualifying as "consumers" pursuant to Italian Legislative Decree no. 206/2005 (so-called "Italian Consumer Code") (**Customers**).
- 1.2. Amendments and deviations from the GTC shall only be effective if expressly approved in writing by the Supplier.
- 1.3. The application of the general terms and conditions or the special terms and conditions of the Customer is excluded, unless otherwise expressly approved in writing by the Supplier.
- 1.4. In the event of any conflict between the GTC and any other agreement concluded between the Supplier and the Customer, the GTC shall prevail, unless otherwise expressly approved in writing by the Supplier.

### 2. Conclusion of the contract

- 2.1. The Customer's order (**Order**) shall be placed in writing. If the Customer qualifies as a corporate entity, the Order shall be signed by a person empowered for this purpose to act in the name and on behalf of the Customer. The existence of legitimation is presumed in favour of the Supplier.
- 2.2. The confirmation of the Order by the Supplier (**Order Confirmation**) shall be placed in writing and shall be received by the Customer directly from the Supplier. If the Order Confirmation differs from the Order, the Order Confirmation shall be deemed to be a Supplier's offer, which the Customer is in turn required to accept or reject by written notice to be sent to the Supplier within 7 (seven) working days of receipt by the Customer of the Order Confirmation: otherwise, the Supplier's offer shall be deemed accepted by the Customer.
- 2.3. The Supplier has the right to accept the Order in whole or in part.
- 2.4. The contract between the Supplier and the Customer (**Contract**) shall be considered concluded at the time the Customer becomes aware of the Order Confirmation pursuant to Art. 1326 *et seq.* of the Italian Civil Code. The performance of the Order by the Supplier shall be equivalent to acceptance thereof: in this case, the Contract shall be deemed concluded at the time the performance of the Order has begun.
- 2.5. Modifications and revocations of Orders already confirmed by the Supplier are only permitted if expressly approved in writing by the Supplier, it being understood that requests for modification and/or revocation shall be received by the Supplier from the Customer within and no later than 10 (ten) days from the conclusion of the Contract.
- 2.6. Unless otherwise expressly provided for in writing by the Supplier, all price lists and offers published by the Supplier shall not be considered as binding offers and are always subject to change. Descriptions, illustrations and, in general, information on the properties and qualities of the Products provided in the documentation supplied to the Customer, unless expressly marked as binding, shall be considered as merely informative. The information contained in such documentation shall not involve any kind of warranty, legal or conventional, express or implied, with respect to the properties and qualities of the Products.
- 2.7. Samples of the Products exhibited or delivered by the Supplier to the Customer shall serve merely as an example of the properties and qualities of the Products. The Products delivered to the Customer may not comply with the samples exhibited or delivered.
- 2.8. Unless otherwise stipulated in the Contract, the Supplier shall not be responsible for the suitability of the Products in relation to the Customer's purposes, who shall therefore be responsible for verifying that the Products purchased are suitable for the Customer's intended use.

### 3. Delivery of the Products

- 3.1. The term provided for in the Contract for the delivery of the Products shall be merely indicative and not binding on the Supplier. Within the extent provided for by the mandatory provisions of law and



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Article 1229 of the Italian Civil Code, the Customer shall not be entitled to withdraw or terminate the Contract, nor to withhold the Products, nor to suspend payments due to the Supplier, nor to claim damages from the Supplier.

- 3.2. Unless otherwise provided for in the Contract, the delivery of the Products is deemed to be performed "EX WORKS" (INCOTERMS® 2020) Supplier's warehouse located in Prato Sesia (Novara - Italy), via G. Matteotti no. 102/bis. Transport costs shall be borne by the Customer and, if provided for in the Contract, may be advanced by the Supplier with a charge on the invoice.
- 3.3. Within the extent provided for by the mandatory provisions of law and Article 1229 of the Italian Civil Code, in the event of loss of or damage to the Products during transport, or in the event of delays in delivery ascribable to the shipper and/or carrier, the Customer shall be entitled to claim exclusively against the shipper and/or carrier, any liability of the Supplier being excluded.
- 3.4. Should the Supplier engage the forwarding agent and/or carrier, the Supplier shall always act on behalf of and at the expense of the Customer, with the consequences referred to in the preceding paragraph.
- 3.5. Partial deliveries of Products are authorised.
- 3.6. Should the Customer not proceed to collect the Products within 10 (ten) working days from receipt of the notice of "ready goods", the Customer shall pay the Supplier, as a penalty, an amount equal to EUR 50,00 for each subsequent day of delay, without prejudice to the Supplier right to compensation for further damages. Notwithstanding the foregoing, should the Customer not proceed to collect the Products within 30 (thirty) working days from receipt of the notice of "ready goods", the Supplier shall be entitled to terminate the Contract with immediate effect pursuant to Article 1456 of the Italian Civil Code, without prejudice to the aforementioned penalty that shall be charged until the time of termination of the Contract, in addition to the Supplier right to compensation for further damages. In any event, the total amount of the penalty under this Article 3.6 shall not exceed the amount of EUR 1,500.

#### 4. Prices – Payment

- 4.1. The prices of the Products shall refer to the price lists in force at the time of Order Confirmation. Orders, even if confirmed by the Supplier, shall be considered accepted unless extraordinary and unforeseeable events occur between the time the Contract is concluded and the time the Products are delivered, which would cause the Supplier's performance to become excessively onerous (merely for example, increases in the prices of raw materials, energy and the production factors necessary to manufacture the Products). In this case, the Supplier shall be entitled to unilaterally increase the prices of the Products proportionally to the excessive onerousness incurred.
- 4.2. Unless otherwise provided for in the Contract, prices shall be deemed to be for Products packaged in accordance with trade practices, in relation to the agreed means of transport and delivered "EX WORKS" (INCOTERMS® 2020) at the place specified in Article 3, paragraph 2. All other costs, charges or expenses relating to the sale of the Products not expressly provided for in the Contract shall be borne exclusively by the Customer.
- 4.3. Payment shall be made by the Customer within the term and in accordance with the terms agreed upon in the Contract.
- 4.4. Any dispute brought by the Customer, or in any case arising between the parties, shall not suspend the Customer's obligation to fully pay the consideration within the agreed term.
- 4.5. Should the Customer delay the payments due, even in respect of a single due date, without prejudice to the application of default interest pursuant to Italian Legislative Decree no. 231/2002, the Supplier reserves the right, without any prior notice of default being necessary: (i) to suspend or cancel further ongoing deliveries of Products; (ii) to claim for the immediate payment of the sums for any reason whatsoever due by the Customer and whose due date has not yet expired; (iii) to terminate the Contract, pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for damages suffered.

#### 5. Retention of title



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- 5.1. The Supplier shall retain the title to the Products until full payment of the consideration, and of all other amounts due pursuant to the Contract, by the Customer. Notwithstanding the foregoing, all risks related to the Products shall be borne by the Customer at the time of their delivery.
  - 5.2. The Customer shall not pledge or secure the Products subject to retention of title; in the event of the pledge, confiscation or similar intervention of third parties on the Supplier's Products, the Customer shall inform the Supplier immediately and cooperate with the latter in protecting its rights to the Products.
  - 5.3. The Customer shall only be authorised to resell the Products subject to retention of title or to use them in the ordinary course of business. Should the Products in question be resold, the Customer assigns to the Supplier, as of now, all its claims against the purchaser and, pursuant to Article 1264 of the Italian Civil Code, undertakes to promptly notify the purchaser of any assignment of claims in favour of the Supplier, it being understood that, should the Customer fail to comply with this obligation, the Supplier shall be entitled to notify the purchaser directly of the assignment of claims. The Supplier accepts such assignments in its favour.
  - 5.4. In the event of default of payment, on the due date, of any amount due by the Customer, the Supplier shall be entitled to repossess the Products delivered to the Customer at any time and without notice.
6. Warranty – Customer's claims
- 6.1. The Customer shall be responsible for inspecting the Products at the time of delivery.
  - 6.2. The Supplier warrants that the Products are free from defects and lack of quality for a period of twelve (12) months from the date of delivery of the Products, as defined in Article 3.2.
  - 6.3. Any apparent defects and lack of quality, shortages and any other complaints shall be notified by the Customer to the Supplier, under penalty of forfeiture, no later than 8 (eight) working days after delivery of the Products. Any non-apparent defects and lack of quality shall be notified by the Customer to the Supplier, under penalty of forfeiture, no later than 8 (eight) working days after their discovery. If the Customer does not fulfil the obligations provided for in this paragraph, the Products shall be deemed accepted.
  - 6.4. Under penalty of forfeiture of the right to the warranty referred to in this Article, the Customer shall submit any claim (**Claims**) to the Supplier in writing, providing accurate information on the subject thereof (merely for example, an analytical description of the subject of the Claims and supporting photographic documentation). The Customer shall also keep and make available to the Supplier the Products that are the subject of the Claims in order to allow for any appropriate inspection by the Supplier.
  - 6.5. The warranty referred to in this Article shall not apply in the event of improper use of the Products, improper maintenance and storage thereof, or modification, transformation or repair of the Products without the express consent of the Supplier. No claim may be brought, not even by way of exception in a court of law, if regular and full payment of the consideration provided for in the Contract has not been fulfilled.
  - 6.6. Any Claim concerning a single delivery of Products shall not release the Customer from the obligation to collect the remaining quantity of Products covered by the Contract.
  - 6.7. Without prejudice to the provisions of the preceding paragraphs of this Article, in the event of a Claim, the Supplier shall inform the Customer about the inspection procedures it intends to adopt. If the Supplier allows the Customer to send the Products to it for inspection, the delivery costs shall be borne by the Customer. If, on completion of the inspection activities conducted, the Claim is deemed grounded and pertinent, the Supplier shall, within a reasonable time, replace the Products, sending the replacement Products to the Customer at its own care and expense, and reimburse the Customer, within a reasonable time, the expenses incurred in delivering the defective Products to the Supplier. The replaced Products become the property of the Supplier and shall be returned to it, if not already sent.
  - 6.8. To the extent provided for by mandatory provisions of law, the warranty referred to in this Article excludes any other possible liability of the Supplier in any way arising from the Contract and the Products and any other warranty right recognised to the Customer, with the consequence that,



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among others, the Customer shall not be entitled to file claims for damages, price reduction or termination of the Contract.

## 7. Limitation of Supplier's liability

- 7.1. Within the extent provided for by the mandatory provisions of law and Article 1229 of the Italian Civil Code, the Supplier's liability is limited to the amount invoiced and paid by the Customer in relation to the Contract and the Products from which the damage suffered by the Customer arose.
- 7.2. Within the extent provided for by the mandatory provisions of law and Article 1229 of the Italian Civil Code, the Supplier shall in no event be liable to the Customer for damages consisting of loss of profit, loss of business opportunities, corporate identity damages and loss of business reputation.

## 8. Force Majeure

- 8.1. If the performance of a contractual obligation becomes impossible, excessively difficult or burdensome due to an event beyond the reasonable control of the party obliged to perform (**Force Majeure Event**), the provisions of this article shall apply.

- 8.2. The Parties acknowledge that the following facts or acts, merely for example, constitute Force Majeure Events: (a) wars, acts of piracy and sabotage, terrorist attacks; (b) cataclysms or natural disasters such as storms, tornadoes, earthquakes, floods, destruction by lightning; (c) explosions, fires, destruction of production, industrial and warehouse facilities; (d) boycotts and strikes of any kind, whether general or limited to the personnel of either party; (e) acts, decisions or recommendations of public authorities, whether national or international; (f) embargoes and prohibitions or restrictions on the movement of goods and/or persons; (g) suspension of the supply of water, gas and/or electricity from external networks, due to a Force Majeure Event; (h) failure or insufficient supply to the Supplier of raw materials and/or utilities and/or services of third parties, due to a Force Majeure Event affecting the latter; (i) epidemics, pandemics or other health emergencies, national or international, including the COVID-19 pandemic, measures restricting the ability of personnel of the parties or their suppliers to work or travel.

The parties expressly agree that the Force Majeure Event invoked may not necessarily be unforeseeable, provided that its effects on the obligated party's ability and/or possibility of performance could not have been avoided or overcome, with ordinary care, by such party at the time it occurred.

The parties also acknowledge that the definition of a Force Majeure Event also includes measures or actions adopted by the obligated party in order to reasonably prevent the occurrence of a Force Majeure Event or to protect superior fundamental rights (such as, but not limited to, measures to restrict production activities that are reasonably and proportionately justified by the necessity to prevent or otherwise limit the risk of contagion from COVID-19 among its personnel).

- 8.3. A party seeking to enforce the provisions of this article shall: (a) promptly notify the other party in writing of the occurrence of a Force Majeure Event, specifying its nature and (if already known) its duration, as well as clarifying the contractual obligation affected by the Force Majeure Event and its effect on the party's ability and/or capacity to perform the reported contractual obligation; (b) subsequently provide the other party, either voluntarily or at the latter's request, with any reasonable information regarding the development of the Force Majeure Event and its effect on the party's ability and/or possibility to perform the contractual obligation being reported; (c) inform the other party in writing of the termination of the Force Majeure Event or the termination of its adverse effect on the party's ability and/or possibility to perform the contractual obligation being reported, as soon as it becomes aware of it.
- 8.4. The party that has invoked a Force Majeure Event in accordance with the procedure set forth in the preceding paragraph shall not be liable to the other party for the consequences of the delay or non-performance as from the date of sending the first notice referred to in the preceding paragraph and for the entire duration of the Force Majeure Event.
- 8.5. During the occurrence of a Force Majeure Event: (a) all other contractual obligations of each party, which are not affected by the Force Majeure Event, shall continue to be performed in accordance with their original terms, except for performance of the obligation that remained unfulfilled due to




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the Force Majeure Event; (b) the Parties undertake to negotiate in good faith a corrective programme to limit, to the extent possible, the effects of the Force Majeure Event on the regular performance of the Contract, possibly reformulating the terms of their respective contractual obligations in order to preserve their original purpose; (c) each Party shall bear any increased costs it incurs as a result of the Force Majeure Event.

- 8.6. Should the obligation unfulfilled due to a Force Majeure Event be subject to a term, the term shall be automatically extended by a period of time equal to the occurrence of the Force Majeure Event. In any event, if the Force Majeure Event lasts for more than 30 (thirty) consecutive days, the Parties undertake to renegotiate in good faith the terms of performance of their contractual obligations affected by the Force Majeure Event. If no agreement is reached within 15 (fifteen) days after receipt of the first renegotiation request sent by one of the Parties to the other, each Party shall be entitled to terminate the Contract with immediate effect upon written notice to the other Party, without the latter being entitled to any compensation or indemnity whatsoever.
- 8.7. Should the Force Majeure Event cause the definitive non-performance of a contractual obligation or render the performance of a contractual obligation excessively difficult or burdensome for one party, the parties undertake to negotiate new terms of the Contract in good faith in an attempt to preserve its original purpose. If no agreement is reached within 15 (fifteen) days after the first request for renegotiation sent by one party to the other, each party shall be entitled to terminate the Contract with immediate effect by written notice to the other party without the latter being entitled to any compensation or indemnity whatsoever.
- 8.8. Under no circumstances may the occurrence of a Force Majeure Event justify the non-fulfilment or delayed fulfilment of payment obligations or a change in the original contractual effectiveness, unless otherwise agreed in writing between the Parties.

## 9. Confidentiality – Supplier’s intellectual and industrial property rights

- 9.1. The Customer shall not use directly, indirectly, through third parties, entities or companies, or disclose to third parties, even after the termination of the business relations with the Supplier, for any reason whatsoever, and without any time limit, any business and/or commercial information relating to the Supplier that it may have become aware of on the occasion of or in the performance of the Contracts, acknowledging that all the aforesaid information is to be considered confidential. Similarly, and under the same conditions, technical drawings, drafts, samples, offers and any documents that the Customer receives from the Supplier in performance of the Contracts shall not be disclosed, except to the extent of the use to which they were intended, and shall therefore be deemed confidential.

- 9.2. The Customer acknowledges and recognises that the Supplier is the owner of the trademark  <sup>®</sup> (**Trademark**), registered at national, European and international level, and used to identify Products. The Customer is entitled to use the TradeMark in the context of initiatives for the promotion and advertising of its own activity in relation to the Products, it being understood that the use of the TradeMark by the Customer shall require the prior written authorisation of the Supplier and shall in any case be compliant with the instructions issued by the Supplier.

- 9.3. Should the Customer fail to comply with the provisions of Articles 9.1. and 9.2., the Supplier shall be entitled to terminate the Contracts with the Customer pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for damages.

## 10. Personal data protection

- 10.1. The Supplier represents and warrants that it will process the personal data of the Customer’s employees and any auxiliaries in compliance with Regulation (EU) no. 679/2016 and the national privacy legislation (Italian Legislative Decree no. 196/2003, as amended and supplemented), as well as in accordance with the privacy policy that can be accessed on the website [https://www.metaltecnicazanolo.it/InformativaWeb\\_2018-it.pdf](https://www.metaltecnicazanolo.it/InformativaWeb_2018-it.pdf) (**Privacy Policy**).



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- 10.2. The Customer undertakes to issue and share the contents of the aforesaid Privacy Policy with its employees and any auxiliaries that will be in contact with the Supplier, providing, upon Supplier's reasonable request, written proof of the issuance and sharing of said Privacy Policy.
11. Applicable Law – Jurisdiction
- 11.1. The GTC and the individual Contracts are subject to Italian law, with the exclusion of the relevant conflict of law rules. The parties expressly declare to exclude the application, in their business relations, of the Vienna Convention on the International Sale of Goods of 11.04.1980 (ratified by Italian Law no. 765/1985) in compliance with Article 6 thereof.
- 11.2. Any dispute that may arise between the parties in connection with the interpretation, execution, effectiveness, validity, termination or cessation of the GTC and the individual Contracts, as well as the consequences of any termination or cessation of the clauses contained therein, shall be deferred to the exclusive jurisdiction of the Court of Milan (Italy), with express and unequivocal exclusion of the concurrent jurisdiction of the other Courts provided for by law.
12. Clause Art.12 Octies
- 12.1. The importer does not sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, goods supplied under this agreement or related to it that fall within the scope of Article 12 octies of Regulation (EU) No. 833/2014 of the Council, any other provision of Regulation (EU) No. 833/2014 of the Council, or Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021, which establishes a Union regime for the control of exports, brokering, technical assistance, transit, and transfer of dual-use items (recast), or Common Position 2008/944/CFSP of the Council of 8 December 2008, defining common rules governing the control of exports of military technology and equipment.
- 12.2. The importer does not sell, export, or re-export, directly or indirectly, to Belarus or for use in Belarus, goods supplied under this agreement or related to it that fall within the scope of Article 8 octies of Regulation (EU) No. 765/2006 of the Council, any other provision of Regulation (EU) No. 765/2006 of the Council, or Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021, which establishes a Union regime for the control of exports, brokering, technical assistance, transit, and transfer of dual-use items (recast), or Common Position 2008/944/CFSP of the Council of 8 December 2008, defining common rules governing the control of exports of military technology and equipment.
- 12.3. The importer shall do his best to ensure that the purpose of paragraph (12.1) is not frustrated by third parties further down the commercial chain, including any resellers.
- 12.4. The importer shall establish and maintain adequate monitoring of the mechanism to identify third party behaviour downstream of the trade chain including potential dealers, which would defeat the purpose of paragraph (12.1)
- 12.5. Any violation of paragraphs (12.1), (12.2) or (12.3) will constitute a material breach of an element of this agreement.
- 12.6. The importer shall immediately inform Metaltecnica Srl of any problems in the application of paragraphs (12.1), (12.2) and ( 12.3) including third party activities that could frustrate the purpose of paragraph (12.1). The importer shall make available to the exporter Metaltecnica Srl information relating to compliance with the obligations referred to in paragraphs (12.1), (12.2) and (12.3) within two weeks of the simple request for such information.
13. Final provisions
- 13.1. Any tolerance on the part of the Supplier of conduct by the Customer in breach of the GTC and/or the individual Contracts shall not be deemed to constitute acquiescence, nor shall it constitute grounds for the termination of the GTC and/or the individual Contracts by mutual consent, with the consequent right of the Supplier to bring proceedings at any time for the protection of its rights or interests that have been infringed.
- 13.2. These GTC may be accompanied by a translation into other languages. In case of conflict between the Italian language version and the translated version, the Italian language version shall prevail.



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Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

Pursuant to Articles 1341 *et seq.* of the Italian Civil Code, the Customer specifically approves the following articles of these General Terms and Conditions of Sale: **3.1.** (*restriction of the Customer's right to raise objections/limitation of liability in favour of the Supplier*); **3.3.** (*limitation of liability in favour of the Supplier*); **4.1.** (*restriction of the Customer's right to raise objections*); **4.4.** (*restriction of the Customer's right to raise objections*); **4.5.** (*restriction of the Customer's right to raise objections / right to suspend the performance of the Contract in favour of the Supplier*); **5.2.** (*restriction of the Customer's contractual autonomy in relations with third parties*); **5.3.** (*restriction of the Customer's contractual autonomy in relations with third parties*); **6.3.** (*forfeiture against the Customer*); **6.4.** (*forfeiture against the Customer*); **6.5.** (*restriction of the Customer's right to raise objections*); **6.6.** (*restriction of the Customer's right to raise objections*); **6.8.** (*restriction of the Customer's right to raise objections; limitation of liability in favour of the Supplier*); **7** (*limitation of liability in favour of the Supplier*); **8.6.** (*mutual right of withdrawal*); **8.7.** (*mutual right of withdrawal*); **11.2.** (*exclusive place of jurisdiction*); **12** Clause ( No Russia-No Bielorrussia).

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_