

GENERAL CONDITIONS OF SALE

1. PARTIES OF THE AGREEMENT

The Seller is the company Perozeni S.r.l., supplier of the products and services subject to the order confirmation for which a formal invoice is issued.

The Buyer is the customer whose name on the invoice will be addressed for the products and services subject to the order confirmation.

2. DELIVERY DATES

The delivery dates specified in the order confirmation are approximate only and subject to unforeseen circumstances. When possible, any delays with respect to the specified dates will be notified to the Buyer. If the Buyer requests a final and binding delivery date, said conditions must be specified with a written note in the order confirmation and signed for approval by the Seller. Any other specification on the delivery date that is not expressly accepted as indicated above, will be considered null and void.

The Seller shall have the right to suspend the delivery of the products if the contract obligations are breached by the Buyer. In this case, the delivery date shall be postponed to another date with a deferment corresponding to the duration of the breach by the Buyer.

3. DELIVERY TIMES

If a delivery time is agreed, said date shall be calculated in business days, excluding Saturday and Sunday, national weekday holidays, the entire month of August and the period from 20 December to 10 January. Said term shall start as of the date of acceptance of the purchase proposal or, if later, a) as of the date in which the Seller receives the respective sum as advance payment or receives the purchase order from the finance lease company.

In this case, the Seller shall have the right to suspend the delivery of the products if the Buyer breaches the contractual obligations. Therefore, the expiration of the delivery times shall be postponed to a later date calculated based on the delay corresponding to the days taken by the breach of the Buyer.

4. COMPLAINT PROCESS AND NON CONFORMITY

Upon delivery of the finished products, it is the Buyer's responsibility to check for any **flaws or defects of non-conformity** detectible immediately and must inform the Seller in writing by **certified email or by registered letter with advice of delivery**.

Failure to file a written complaint within eight days after delivery will result in the Buyer's loss of the right to be guaranteed by the Seller.

5. STOPOVER AND STORAGE OF MATERIALS

Upon receipt of notice of goods ready for shipment of materials or for inspection, the Buyer must collect the ordered products or in case of delivery to destination, the Buyer must request shipment **in writing**. Failure to do so may result in the products being stored in the open, exempting the Seller from any liability whatsoever, the invalidation of all warranties and a charge for handling and warehousing costs. The Seller reserves the right to ship the materials carriage forward to the Buyer or store them at the Buyer's expense. After receipt of notice of goods ready for delivery, a formal invoice will be issued and the payment terms will take effect. **The Buyer must in any case make payment as if the materials were collected or delivered.**

6. RESERVATION OF TITLE

In the event of a deferred payment or payment arranged by instalments, the Seller shall reserve retention of title pursuant to article 1523 of the Italian Civil Code and subsequent articles.

Consequently, until payment of the last instalment, the Buyer is simply the custodian of the goods subject to sale and may neither sell them to third parties nor assign them. Moreover, if the goods are subject to attachment or seizure by third parties, the Buyer undertakes to inform the bailiff that the goods are the property of the Seller and request for said declaration to be included in the attachment or seizure report, as well as inform the Seller in writing immediately.

If the Buyer fails to comply with the above obligations, the Seller shall be entitled to terminate the agreement pursuant to article 1456 of the Italian Civil Code, as well as withhold the sums paid by the Buyer as penalty, without prejudice to compensation for additional damages.

7. BREACH

In case of payment by instalments, a missed payment of even just one instalment within the term of 10 days after its due date will result in the Buyer's forfeiture of the benefit to pay by instalments and hence the Seller's right to claim immediate payment of the overall price, including instalments that are not yet due and this even in case in which the supply of the goods are not yet completed. This clause also constitutes a declaration from the Buyer in its capacity as debtor, proving the Seller's credit rights pursuant to article 642, second paragraph of the Italian Code of Civil Procedure.

Alternatively, in the event of missed payment, even of just one instalment within the term of ten days after its due date, the Seller shall be entitled to exercise the express termination clause and must inform the Buyer by certified email or by registered letter with advice of delivery. In this case, the Seller shall be entitled to withhold any sums as penalty, without prejudice to compensation for additional damages.

8. CERTIFICATES

All certificates for materials, size verifications, non-destructive tests, treatments, painting, etc. must be expressly requested **in writing** during the order phase and accepted **in writing** by the Seller. Therefore, the Seller may not issue any certificate that is not requested and agreed in the order beforehand.

9. PROJECT PLANNING

The Seller is organised in such a manner as to offer the Buyer planning services through the **Seller's** internal Technical Department. Any integral planning activities with technical documentation being issued, stamped and signed by a certified technician, must be expressly requested and commissioned **in writing** by the Buyer. Any internal development activities of drawings for the production that the Seller's Technical Department implements on the Buyer's documents, should be subject to approval by the same who shall remain responsible in accordance with the project planning.

10. TOLERANCE

Tolerance criteria of the dimensional measurements of the products applied by our company are those envisaged in Standard UNI EN 22768/1/2. Other specific tolerance criteria must be specified by the customer on the internal dimensioning of the drawings/layouts or expressly described in the purchase order.

11. PAINTWORK

As for painted products, if the contract documentation does not specify the requested specifications, the treatments applied shall be as follows: ANTI-RUST TREATMENT 1 base coat of bi-component epoxy 40-50µm.

12. THERMAL TREATMENTS AND OTHER SURFACE TREATMENTS

If during the production stages, thermal treatments or other surface treatments are requested whenever the contract documentation does not include the requested specifications, said treatments shall be performed according to standard production processes of our partner suppliers of which technical documentation is available at our premises.

13. PACKAGING

Products are supplied without packaging. Any packaging must be requested **in writing** when forwarding the order and **will be charged** in the invoice accordingly.

14. ADDITIONAL PRODUCTS AND SERVICES

The Seller shall not be responsible for products and services that are not expressly mentioned in the contractual documentation, such as offers and orders. The Buyer shall be responsible for said products and services and in case they shall be calculated separately.

15. INSTALLATION AND ANCILLARY WORKS

Unless expressly specified in the contractual documentation, the Buyer shall be responsible for installation works and any other ancillary works.

16. WARRANTY

The Seller warrants that the products being supplied comply with the provisions of the order confirmation in terms of quantity and quality of the materials, as well as in terms of the technical specifications set out in the order and technical drawings received along with the order. Moreover, the Seller ensures the compliance of standard size tolerances envisaged in standard UNI EN 22768/1/2, unless agreed otherwise.

17. PAYMENT and OWNERSHIP OF PRODUCT

The Buyer shall gain the ownership of the products only after making full payment of the invoice issued by the Seller, but it will assume all risks regarding the products, including risk of loss.

In case of late payments with respect to the due date on the invoice, the Buyer must pay for default interests at the rate envisaged by law, effective as of the due date of the agreed term.

18. LIABILITY

Unless specified otherwise in the order confirmation, the Buyer is fully liable for ensuring compliance of applicable laws of the products made by the Seller based on the Buyer's project or specifications. Therefore, the Seller is held harmless from any liability regarding the use of the products subject to the sale and supply.

19. WITHDRAWAL FROM AGREEMENT

The Seller reserves the right to **exercise the express termination clause** based on the above cases and whenever it becomes aware of protests of titles, as well as the start of warning judicial, ordinary or enforceable procedures, including insolvency or out-of-court proceedings against the Buyer.

20. COMPETENT COURT

The competent court for any dispute in relation to the interpretation of the order confirmation is the Court of Verona pursuant to Italian law.

21. SPECIFICATIONS AND OTHER CUSTOMER'S CONTRACTUAL DOCUMENTS

The information contained in the specifications and other documents of the customer that are expressly counter-signed for acceptance by the Seller, constitute contractual conditions that integrate and replace the above.

In compliance with article 1341 of the Italian Civil Code, the Parties declare to expressly approve the following contractual clauses: § 2 - Delivery dates; § 3 - Delivery times; § 4 - Complaint process and non-conformity; § 5 - Stopover and storage of materials; § 6 – Reservation of title; § 7 - Breach; § 15 - Installation and ancillary works; § 16 - Warranty; § 17 - Payment and ownership of product; § 18 - Liability; § 19 - Withdrawal from agreement; § 20 - Competent court.

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Seller

Buyer