

## GENERAL CONDITIONS OF SALE REV. 1 January 2022

### 1. Parties to the contract

Below, Seller means the company supplying the materials that are the subject of the supply, for which a regular sales invoice will be issued. Instead, Buyer means the subject in the name of which the invoice deriving from the supply is issued.

### 2. General Provisions

Reference to these "General Conditions of Sale" is made explicitly in the documents that the Seller provides to the Buyer during the phases of quotation, sales confirmation and billing, and constitute an integral part of the supply contract signed between the contracting parties. They prevail over any differing clause that may be provided for by the Buyer in its general conditions of purchase, or otherwise indicated during commercial negotiations. In order to be contractually valid, any amendments must be made exclusively in writing and duly dated and signed by both contracting parties.

### 3. Clauses regarding validity and the Seller's offer

The prices and all special conditions of sale contained in the Seller's offer are valid for 1 day from the date of the offer unless otherwise indicated. Until the Seller's order confirmation as per next point, the "subject to prior sale" rule applies, i.e. the material that the offer and order refer to can be sold to another Buyer who has confirmed the purchase first.

### 4. Certifications

Upon the Buyer's explicit request, to be made by the Buyer at the time of the offer request, and to be stated in full by the Seller in the order confirmation, Musola Metalli can provide, together with the materials, the following certifications drawn up exclusively on its own headed paper:

- Declaration of conformity of the supplier of the material - Declaration regarding the conformity to the typological and constitutive requirements set forth in the Standard that regulates its production
- Declaration of conformity of the supplier of the material, issued on the basis of En 10204 type 2.2 or - Declaration regarding the conformity to the constitutive typological requirements set forth in the Standard that regulates its production, also containing references to the production batch or casting and the values of the parameters detected by the analyses, carried out by the manufacturer's internal managers, on the same production batch or casting
- Declaration of conformity of the supplier of the material, issued on the basis of En 10204 type 3.1 or equivalent - Declaration of conformity to the constitutive typological requirements provided for by the standard that regulates its production, also containing the references to the production batch or casting and the values of the parameters detected by the analyses, carried out by the manufacturer's internal managers, on the material actually supplied to the Buyer belonging to the same production batch or casting

the Seller guarantees the supply of Basic type certificates also for requests made by the Buyer after the order has been placed, with the relevant charges applied. On the other hand, it may not be possible to obtain type 2.2 and 3.1 certificates that have not been requested by the Buyer at the same time as the order. In fact, the provision of such certificates at a later stage depends on the availability of manufacturers. If these were available also at a later stage, their cost will be quantified on each occasion and subject to prior acceptance by the Buyer

### 5. Buyer's order and Seller's order confirmation

After receiving the order request from the Buyer, the Seller draws up and sends its own order confirmation, which formalises and summarises the customer's requests. Checking its content is essential to avoid sending goods that do not meet the set requirements (for example in terms of: type, quantity, price, payment conditions, tax rates, certifications, etc.). Possible requests for clarification, variation or the like must be specified by the Buyer within and not beyond the term of 24 hours, in order to lead to the shared and defined version of the sale confirmation, complete with all the general and special conditions agreed upon. In the absence of variation requests reaching us within 24 hours, we will consider that you have fully accepted the content of our order confirmation, arranging for the processing and dispatch of the supply. From this moment on, the order is to be considered irrevocable and the Buyer undertakes to pay the full amount of the ordered supply, also in case of its request to revoke the order.

### 6. Delivery time

The time estimated to process the order that appears in the Seller's order confirmation is to be intended as indicative of the expected dispatch date. The delivery time attributable to the carrier to which the transport is entrusted may have to be added. Therefore, these are not legally binding deadlines, and the Seller is not liable for any damages directly or indirectly caused by the delayed or failed delivery of the Product within this deadline. For the purposes of meeting the agreed delivery time for the order, reference is made to the date of sending the notice of goods ready or of dispatch. From that moment the order is considered processed and the Seller may issue an invoice for the goods ready for shipping and apply the terms for the agreed payment. If the Seller becomes aware of any delays in the delivery of the material due to causes not attributable to the Seller, the Seller will inform the Buyer as soon as possible in order to agree on the appropriate action to be taken.

## 7. Terms of return and dispatch of goods

Unless otherwise agreed, the goods are supplied according to the EX WORKS delivery term "ex-works of the Seller or other place communicated in advance". This formula, as well as any other otherwise agreed between the Parties, will be governed by INCOTERMS.

If the Seller agrees with the Buyer that transportation will be carried out with the Seller's own means, the risk of loss of Goods will be borne by the Seller and the cost of transportation will be borne by the Buyer. The goods transported by carriers appointed on our behalf will be compulsorily insured to guarantee compensation of any damage caused by third parties due to fraud, fault or fortuitous events. However, no liability is accepted for damage caused by carriers appointed by third parties.

Any missing or damaged items / material or open packaging must be reported immediately at the time of signing as acknowledgement of receipt on the copy of the carrier or digital media. No complaint will be accepted if you sign as acknowledgement of receipt without placing a specific reservation. Generic reservations, with subsequent right of inspection, are considered null and void.

## 8. Tolerances

The dimensional tolerances are those established by UNI-EN standards. For the purposes of executing the order, a tolerance is admitted on the weight of each individual position, of the order of more or less than:

- +/- 5% for weights up to 1000 Kg;
- +/- 10 % for weights over 1000 Kg and up to 10000 Kg;

The weight difference does not give rise to claims of shortage if it is within the tolerances indicated, rounded up to the nearest kg. Checks shall be performed on public weighbridges or equivalent and any expense shall be deemed to be borne entirely by the Buyer. In case the order issued by the Buyer is expressed in meters or in number of pieces, it is understood that the sale price will be calculated according to the weight (mass) of the material, notwithstanding specific agreements defined at the time of the order. It is understood that the quantity to be supplied is the one indicated in the order; a tolerance on the number of pieces delivered is however admitted, which the Parties will agree upon at the time of the order. In the absence of an agreement between the Parties, the tolerance allowed is 5% more or less than the number of pieces or meters stated on the order itself. If material is ordered in non-standard lengths (cut to size or produced according to specific lengths requested by the Buyer), the dimensional tolerance to be applied to the length needs to be defined at the time of the offer and then stated in the order. In the absence of any agreement or specific instructions on the order, the Seller will abide by its "Standard Cutting Tolerances", which the Buyer hereby declares to be aware of. Complaints about the tolerance of "non-standard" cuts or lengths will be accepted only with written notice.

## 9. Payments

As indicated in point 5 of this document, the Buyer becomes entitled to the supply at the time of the Seller's order confirmation. From this same time the Buyer becomes obliged to pay for the supply starts, assuming, until the delivery, every risk inherent in the supply itself for causes not attributable to the Seller, including that of perishment. The foregoing shall also apply if the Buyer is subject to insolvency proceedings. The goods and all ancillary services of the Seller must be paid in the manner provided for by Leg. Decree no. 231 of 09/10/02. For any delayed payment, the Buyer shall pay default interest according to the deadlines and to the extent provided for by articles 4 and 5 of the decree itself, as well as any recovery costs in accordance with the provisions of art. 6 of the same decree, unless otherwise agreed. Any failed, incorrect or delayed payment shall entitle the Seller to modify the payment conditions of further supplies, as well as to suspend the execution of the current supply relationship and in any case, in consideration of the extent of the default, to terminate the supply relationship by law and without incurring any charges, without prejudice to any compensation for the damage suffered. In this case, the Seller will send the Buyer a written notice by registered letter with return receipt or by e-mail.

## 10. Guarantee

The Seller guarantees the conformity of the goods to the respective UNI-EN technical reference standards.

## 11. Provision of the guarantee

The Seller guarantees that the supply of the product will comply with the characteristics and conditions specified in the order confirmation and/or T.D. In any event, the Seller assumes no responsibility for the applications and operations to which the product will be subject at the Buyer's premises or on the Buyer's behalf, nor does the Seller make any guarantee as to the marketability, quality or fitness of the product for any particular purpose. Any technical specifications and/or guarantee claims made by the Buyer will not be taken into consideration if not reported in the order confirmation. Upon receipt of the goods and in any case before carrying out any processing, the Buyer shall check the goods' compliance with what was ordered in terms of quality, quantity, measurements, etc.. In case of disputes, only goods that have not undergone any processing will be withdrawn/replaced. Any complaints for goods not corresponding to what is specified in the order confirmation must be made in writing within 8 days of receipt of goods under penalty of forfeiture of any other right including the right to the replacement of goods. This term is extended to 30 days for reporting hidden defects. In the event of a complaint, within maximum thirty days of viewing or receiving the faulty material, the Seller agrees to communicate to the Buyer whether the complaint is accepted. If the complaint is timely and, after acceptance by the Seller's technicians, it proves to be founded, the Seller's obligation is limited to the replacement of the goods acknowledged as not corresponding to the order confirmation in the same place of original delivery of the supply, upon return of the goods to be replaced. Any right on the part of the Buyer to request the termination of the contract or a reduction in price and, in any case, damages and the reimbursement of expenses

incurred for any reason, is excluded. The Buyer loses the right to complain, and therefore to replace the goods, if it fails to immediately suspend the processing or use of the disputed materials. Complaints do not entitle the Buyer to suspend payment of the invoice for the disputed goods.

### 13. Tests and inspections

Non-ferrous metal materials are supplied according to the provisions of the UNI-EN standards in force at the time of concluding the contract.

### 14. Withdrawal from the contract

In addition to what is indicated in point 9 of this document, the Seller will have the right to withdraw from the contract without incurring any charges if it becomes aware of the existence of protests against the Buyer, as well as of the start of admonitory, ordinary, insolvency or judicial proceedings, including out of court.

### 15. Regulatory standards

Any point not expressly covered by these "General Conditions of Sale" will be governed by the rules on sale regulated by article 1470 and following articles of the Italian Civil Code.

### 16. Applicable Law and Jurisdiction

Any dispute arising out of the interpretation, application, execution, termination of the contract and/or of these "General Conditions of Sale" or in any case related to them shall be governed by Italian law and shall be submitted exclusively to the jurisdiction of the Court where the Seller has its registered office. This provision will also apply in the presence of connected cases. We declare to accept the clauses of the above Conditions of Sale pursuant to articles 1341 and 1342 of the Italian Civil Code; in particular we expressly accept the clauses of the following articles: art. 7 (delivery terms and limitation of liability) art. 8 (terms of return and dispatch of goods) art. 9 (tolerances) art. 10 (suspension of the supply) art. 13 (provision of the guarantee and limitation of liability) art. 15 (withdrawal) art. 17 (jurisdiction)