

1. GENERAL PROVISIONS**1.1. Definitions**

1.1.1. For the purposes of these general terms and conditions of sale ("GTCS"), the terms indicated below, regardless of whether they are used in singular or plural, have the meaning which, for each of them, is specified as follows:

- a) **"Seller"** is Co.Metal S.p.A., company based in Italy, 10132 Turin (TO), Piazza Francesco Carrara 7;
- b) **"Buyer"** is the entity who gives the Order, as defined sub lett. e), to the Seller for the purchase of the Product, as defined under letter. g);
- c) **"Parties"** are the Seller and the Buyer jointly referred to;
- d) **"Offer"** is the document describing the Product, as defined below, and the contract conditions, sent by the Seller to the Buyer following a request for quotation made by the Buyer to the Seller;
- e) **"Order"** is the request sent by the Buyer of the Product to be sold;
- f) **"Order Confirmation"** is the acceptance of the Order sent by the Seller to the Buyer;
- g) **"Product"** is the good to be sold, as described in the Order Confirmation and in the related Technical Specification as defined sub lett. h);
- h) **"Technical Specification"** is the description of the Product, i.e. all technical, construction, functional, aesthetic, quality and safety characteristics relating to the Product, which will constitute an integral part of the contractual documentation relating to the sale of the Product;
- i) **"Contract"**: it is the contract concluded between the Seller and the Buyer pursuant to para. 2, in accordance of which the Seller transfers ownership of the Product to the Buyer.

1.2. Effectiveness

1.2.1. These GTCS apply to the sale of the Product between the Seller and the Buyer.

1.2.2. These GTCS are to be considered as an integral and substantial part of each Offer, Order, Order Confirmation, Contract, and all documents relating to the sale and may be derogated, in whole or in part, only in writing by the Parties. They are understood to be known, negotiated and accepted by the Buyer by sending the Order: therefore, Art. 1341 and 1342 of the Italian Civil Code do not apply.

1.2.3. Any contractual conditions different from the GTCS, which are attached, referred to or added by the Buyer, will have no effect between the Seller and the Buyer unless they have been expressly accepted in writing by the Seller.

2. CONTRACT**2.1. Formation and stipulation of the Contract**

2.1.1. The Order will be considered accepted by the Seller and the Contract entered into exclusively when the Order Confirmation is received by the Buyer.

2.1.2. The Order Confirmation with any attachments sent by the Seller to the Buyer defines and contains all conditions and contents of the Contract, including what is regulated in these GTCS, which form an integral part thereof, entirely replacing the Order sent by the Buyer. The Buyer may send the Seller any clarifications and/or comments on the Order Confirmation within 3 (three) days from receiving of the Order Confirmation. Any written or verbal condition will have no effect unless reported in the text of the Order Confirmation or unless subsequently confirmed in writing by the Seller.

3. DELIVERY**3.1. Packaging**

3.1.1. The Seller will provide packaging according to practice standards, considering the nature of the Product to be shipped and the means of transport used.

3.1.2. The use of special packaging or the exclusion of packaging for the Product must be expressly requested by the Buyer at the time of quotation and will be the subject of specific negotiation between the Parties.

3.2. Incoterms

3.2.1. Any reference to delivery terms (such as, for example, DAP or EXW) is to be understood as a reference to the Incoterms of the International Chamber of Commerce, in force at the time of the Offer.

3.3. Product delivery terms and methods

3.3.1. The Buyer acknowledges and accepts that the delivery terms of the Product communicated by the Seller at the time of the Order Confirmation are purely indicative, non-binding and/or essential, as well as conditioned to progress of supplies, processing, transport and other factors concerning the production and/or procurement of the Product. The Seller is not liable for any delay.

3.3.2. Without prejudice to the provisions of the previous paragraph, the Seller will do everything reasonably required to respect the delivery terms and, to this end, the Buyer, to the extent of its competence, undertakes to cooperate with the Seller, promptly providing all the necessary information, and to carry out all actions to facilitate timely delivery.

3.3.3. The delivery of the Product by the Seller to the Buyer will take place according to the methods indicated in the Order Confirmation.

3.4. Receipt of the Product by the Buyer

3.4.1. The Buyer must receive delivery of the Product, according to the conditions established in the Order Confirmation. Within 10 (ten) days from the date of notice from the Seller and/or one of its agents to the Buyer that the goods are ready: a) in case of delivery terms EXW or similar, the Buyer will have to take delivery of the Product at the designated place; b) in case of delivery terms DAP or similar, the Buyer will have to give detailed written indications as to the place where the Product will have to be delivered.

3.4.2. If the Buyer, for any reason not attributable to the Seller, does not comply with the 10 day deadline indicated under para. 3.4.1 above, at the expiry of said deadline:

- (i) the delivery will in any case be deemed to have been carried out
- (ii) the Buyer will have to pay all sums due under the Contract as if the Product had been delivered, as well as storage and accessories costs,
- (iii) the risks of destruction, loss or damage to the Product, will be on the sole account of the Buyer;
- (iv) the Seller reserves the right to ship the Product to the Buyer's known address, at the Buyer's sole expense and risk;
- (v) the Buyer, if requested by the Seller, pending the Buyer's default, will pay to the Seller a penalty equal to 10% (ten percent) on an annual basis of the price of the Product, in addition to compensation for any further damage.

3.5. Split and/or partial deliveries

3.5.1. The Seller reserves the right to make split and/or partial deliveries of Product at its sole discretion.

4. PAYMENT**4.1. Payment terms and conditions**

4.1.1. Times and methods of payment of the Product are indicated in the Order Confirmation.

4.1.2. Payment is deemed made when the purchase price becomes available to the Seller's bank account in Italy.

4.1.3. Unless otherwise agreed between the Parties, any possible bank charges or commissions due in connection with the payment will be on account of the Buyer.

4.2. Delayed or non-payment

4.2.1. In the event of delayed payment with respect to the date agreed in the Order Confirmation, the Buyer will be required to pay interest at the rate provided for by Art. 5 Italian Legislative Decree No. 231 of 9 October 2002 and subsequent amendments without prior formal notice of breach. Interest runs from the payment due date until the date of actual payment, without prejudice to the Seller's right to obtain compensation for any possible damage and/or expense.

4.2.2. Delayed or non-payment by the Buyer entails that the Seller may, without prejudice to any other action or protection:

- (i) suspend immediately the performance of the Contract and any other agreement in progress with the Buyer and refusing to accept new orders from the Buyer until the outstanding invoices have been paid in full;
- (ii) upon sending a written notice to pay within next 15 (fifteen) days, require immediate payment of the entire amount of all unpaid invoices issued to the Buyer, regardless of their expiry date;
- (iii) upon sending a written notice to pay within next 30 (thirty) days, terminate the Contract and any other agreements with the Buyer.

4.2.3. Under no circumstances the Buyer may delay, suspend or interrupt payment of the price of the Product without prior written authorization from the Seller. The Buyer may not, for the purpose of avoiding or delaying the agreed payment, start actions and raise objections regarding the Contract and/or its performance, but it will be required to pay the purchase price in full. Any right of the Buyer, including the right of reimbursement, may be claimed against the Seller only after such payment.

4.3. Set-off

4.3.1. The Buyer cannot offset debts towards the Seller under the Contract with any possible credit that it claims to have against the latter.

4.3.2. The Buyer must pay exactly the price agreed in the Contract and it is not authorized in any case to make deductions or rebates from the price itself, unless previously agreed in writing with the Seller.

4.4. Payment guarantees

4.4.1. The Parties may agree specific payment guarantees in favor of the Seller.

4.4.2. If the Buyer or any guarantors of the same do not provide the guarantees in the agreed terms and forms, the Seller may suspend the performance of its obligations under the Contract, without the Buyer having anything to claim. After a further thirty (30) days from the deadline set for the issuance of the guarantee, in the absence of its issuance within the agreed terms and forms, the Seller may terminate the Contract.

4.5. Taxes and duties

4.5.1. Unless otherwise agreed all possible taxes and/or duties and/or charges of any nature relating to the Contract shall be borne by the Buyer.

5. TRANSFER OF RISK AND TITLE

5.1. The risk passes to the Buyer upon delivery of the Product to the Buyer in the time and place envisaged by the agreed delivery terms.

5.2. The transfer of title of the Product to the Buyer will occur exclusively upon full payment of the Product.

6. CLAIMS, WARRANTIES AND LIABILITIES**6.1 Checks upon receipt of the Product - Reservations towards the carrier**

6.1.1. Upon receipt of the Product, the Buyer, or the recipient of the goods designated by the Buyer, must immediately check the packaging to ascertain the existence of damage and/or altering, as well as the correct quantity of the Product and the regularity of the documentation.

6.1.2. If it detects damage and/or altering with the packaging, or shortages, or damage to the Product, or documentation errors, the Buyer, or the recipient of the goods designated by the Buyer, must immediately and specifically communicate this to the carrier and make reservations in the transportation document. The document containing the reservations must also be sent to the Seller on the same date. Failing this, should the Seller have undertaken to organize the transport, the Buyer's right to claim for the above titles against the Seller will be forfeited.

6.2 Faults and/or defects

6.2.1. The Buyer must verify the Product as soon as possible from the date of receipt of the same. Any fault and/or defect in the Product must mandatorily be reported specifically within 8 (eight) days as of receipt of the Product by the Buyer in the event of evident defect, or within 8 (eight) days as of discovery of the defect, if hidden. After this period, the Product will be considered fully and unconditionally accepted by the Buyer.

6.2.2. Any claim against the Seller must be sent by the Buyer within the above terms by registered mail with acknowledgment of receipt to the Seller's registered office or by PEC to the Seller's certified email address. Under no circumstances any possible claim of the Buyer shall allow the suspension of payments in favor of the Seller.

6.2.3. In the event of faults and/or defects in the Product promptly and specifically reported, the Seller may send one of its representatives to examine the reported problems to assess the possibility of replacement.

6.2.4. Any faults and/or defects of the Product cannot be claimed by the Buyer if such Product has already been processed, even partially, by the Buyer or by someone on its behalf, or incorporated into products, machinery or systems of the Buyer or third parties. The Buyer forfeits any right to claim and to any replacement of the faulted and/or defective Product if it does not immediately suspend the processing or use of the same.

6.3. Warranties

6.3.1. For the purposes of conformity tolerance, the nominal weights and dimensions of the Product, however and wherever indicated, are indicative, being allowed on them tolerances accepted in the practice.

6.3.2. The Seller guarantees that the Product complies with the Technical Specifications and the certifications issued, with the dimensional and physical tolerances indicated in the Technical Specifications or contractually agreed or permitted according to international standards.

6.3.3. The fulfillment of orders allows for a tolerance of 10% more or less on the weight ordered, unless otherwise agreed.

6.3.4. In any case, the Seller does not assume any liability on applications and operations to which the Product will be subjected by the Buyer or those on its behalf, nor does it assume any guarantee regarding the marketability, quality and suitability of the Product for specific purposes.

6.3.5. The guarantee for any technical or other specifications is excluded if, even if requested by the Buyer, they are not expressly recapped in the Order Confirmation.

6.3.6. For shipments made by the Seller, a tolerance of 3 (three) per thousand more or less on the quantity of Product shipped is allowed. Any differences falling within this limit cannot be claimed nor lead to changes in the overall amount of the purchase price.

6.4. Replacement

6.4.1. Where the claim for faults and/or defects in the Product is specific, timely and well-founded following the Seller's ascertainment of the faults and/or defects of the Product, the Seller will replace the Product found to be non-compliant, upon return by the Buyer of the non-compliant Product should this be requested by the Seller. The replacement of the Product is the only remedy available to the Buyer, with express exclusion of any liability of the Seller for compensation of damages, direct and indirect and of any nature, possibly caused by the faults and/or defects in question.

6.5. Liability

6.5.1. Without prejudice to the provisions of the art. 6.4.1, to the extent that the Buyer proves to have suffered damage as a result of any contractual breach by the Seller, the latter will only be liable for compensation for material and direct damages, up to the maximum amount of the price of the Product and/or of the part of the Product that caused the damage or was affected by the damage, unless the Buyer proves the Seller's wilful misconduct and/or gross negligence.

6.5.2. The Seller will in no case be liable for indirect, consequential and/or material damages of any kind, such as, among other things, but not limited to: economic losses, loss of profit, loss of opportunity or operational losses, or for damages or injuries resulting from breakages or other accidents that may occur in the use of the Product.

7. FORCE MAJEURE

7.1. The Seller cannot be held liable for total or partial failure to fulfill its obligations, to the extent that such failure is due to unforeseen circumstances or the occurrence of a force majeure event such as, but not limited to, flood, fire, storm, lack of raw materials, transport strike, partial or total strike or lockdown or pandemic. In this case the Seller undertakes to notify the Buyer without delay of the force majeure event as soon as possible and in any case within five (5) working days of the occurrence of such event.

7.2. Causes of force majeure include the commercial restrictions provided for by the measures adopted pursuant to the decisions on the Common Foreign and Security Policy of the European Union and the related implementing regulations, including not only embargoes and economic sanctions, but also the ban trade with the listed entities as well as the obligations established by European and national legislation regarding trade in dual-use goods.

7.3. The Parties undertake to reach an agreement to determine the methods of performance of the Contract pending the force majeure event. If the force majeure event lasts for more than 30 (thirty) days, the Parties may withdraw from the Contract and the Seller will reimburse the Buyer with any sums possibly paid in relation to the same, limited to the part of the Product that possibly has not yet been delivered, with deduction of any expenses and charges incurred by the Seller in the meantime.

8. PROCESSING OF PERSONAL DATA

8.1. With the Order the Buyer consents to processing of personal data, pursuant to art. 13 Regulation (EU) 2016/679 (GDPR). The processing, storage and transmission of personal data take place with the observance of all precautionary measure, which guarantees their security and confidentiality, in compliance with the provisions of the GDPR, for the sole purpose of complying with the obligations established by civil and tax laws related to the economic activity of the company including the processing of proceeds and payments arising from performance of contracts. The Seller's privacy policy can be requested by the Buyer at the e-mail address privacy@co-metal.it.

9. APPLICABLE LAW AND FORUM

9.1. The Contract is subject to Italian law and exclusive jurisdiction of Italian Court.

9.2. For any and all disputes that may arise in relation to interpretation, validity and performance of this Contract, the Court of Turin shall have exclusive jurisdiction.