



## General Terms and Conditions of Sale

### 1. GENERAL INFORMATION

1.1 The following general terms and conditions (hereinafter "GTC") apply to all sales contracts (hereinafter the "Sale") stipulated between Almeco S.p.A. (hereafter "Almeco" or the "Seller") and the person, natural or legal (hereafter the "Buyer"), who buys goods and materials (the "Products") from the Seller

### 2. PROCEDURE FOR CONCLUDING THE CONTRACT

- 2.1. Upon receipt of the request to supply goods from the potential Buyer, Almeco shall send an offer containing the technical specifications, the price, the payment conditions and the GTC according to which the Sale of the Products can take place.
- 2.2. The contract shall be concluded when Almeco receives the acceptance of the offer signed by the Buyer together with the General Terms and Conditions.
- 2.3. Any change or addition to the contract shall only be valid and effective if agreed between the parties in writing.

### 3. PRICES

3.1 The prices of the Sale are net of taxes, shipping and insurance costs.  
If, in the time between the conclusion of the contract and the delivery of the Products, there should be unforeseeable increases in the cost of raw materials of more than 10%, Almeco shall be entitled to increase the price up to a maximum of 10% of the value of the goods.

### 4. PAYMENT TERMS

- 4.1. The payment of the amount due by the Buyer within the contractually agreed terms shall be made by crediting the bank account indicated by the Seller.
- 4.2. All the costs associated with the payment (by way of example but not limited to, bank charges, the costs of issuing and collecting any bills, the costs of insolvency) shall be borne entirely by the Buyer.
- 4.3. Claims and exceptions relating to the Products or to the warranty shall in no case entitle the Buyer to suspend or delay payments or to change the agreed terms..
- 4.4. In the event of delay in the payment of the price, default interest shall accrue on the sums due - without any need for formal notice - pursuant to Article 5 of Italian Legislative Decree 231/2002, without prejudice to the right to compensation for greater damages.

### 5. DELIVERY

- 5.1. Unless otherwise provided for in the contract, the delivery of the Products will take place at Almeco's premises.
- 5.2. Almeco may execute the contract by making partial deliveries, carried out at subsequent times, which, taken as a whole, correspond to what was agreed upon.
- 5.3. At the Buyer's request, Almeco may appoint third-party carriers, possibly through forwarding agents, to ship the products in the interest and at the expense of the Buyer.
- 5.4. Without prejudice to Almeco's diligence in the timely execution of the order, the delivery date of the products is to be considered merely indicative; any delay in delivery will not give rise to any claim for damages and/or indemnity of any kind by the Buyer.
- 5.5. In case of delivery by way of forwarding agent and/or carrier, the Buyer shall only be entitled to assert against the latter any claims for damages for delays in receipt, for loss, destruction or deterioration of the Products, occurred during or as a consequence of the transport/shipping.

### 6. CONDITIONAL SALE

6.1. If a conditional sale (i.e. with reservation of title) is agreed, the transfer of the ownership of the Products will take place once the last instalment has been paid. In case of non-payment of two instalments exceeding the eighth part of the price, Almeco will be able to terminate the sale contract by means of a PEC communication, with the consequent obligation of the Buyer to return the Products immediately, making the delivery, at its own care and expense, at Almeco's premises.

### 7. CHANGES TO THE PRODUCTS

7.1. The Seller reserves itself the right to make changes to the Products that are not specifically made for the Buyer where such changes do not affect their essential technical characteristics.

### 8. WARRANTY

- 8.1. The Seller warrants that at the time of delivery the Products shall conform to the provisions of the applicable regulations and the technical specifications set out in the Contract, subject to the provisions of clause 7.1 above.
- 8.2. The Products supplied by Almeco are covered by a warranty for defects in material or workmanship, for a period of 6 (six) months from the date of delivery, except for specific Products for which a different warranty term is agreed or are covered by a specific insurance policy agreed with the Seller.
- 8.3. Any complaints of defects and/or non-conformity of the Products must be reported to Almeco in writing, by PEC, under penalty of forfeiture, within 5 (five) days from the receipt of the Products or from the discovery of the defect and in any case must be documented by photographs and/or representative samples.
- 8.4. During the warranty period Almeco will only replace, free of charge, the Products presenting material or manufacturing defects reported by the Buyer and acknowledged by Almeco.

8.5. The products for which the guarantee is claimed will have to be sent to Almeco by the Buyer at its care, responsibility and expenses, unless otherwise agreed.

8.6. The inspections and the operations of replacement under warranty will be carried out at Almeco's premises, which will arrange for the replacement and then send the Products back to the Buyer.

8.7. The complaint shall not be effective if the Products have been used in a manner inconsistent with their intended purpose or have been modified by the Buyer.

8.8. Moreover, any defects/faults arising from and/or in connection with the following shall also be excluded from any form of guarantee:

- a) transport/shipping;
- b) normal wear and tear, galvanic currents, chemical corrosion, non-compliance with the technical prescriptions and service instructions provided by Almeco;
- c) tampering, modifications or repairs undertaken by the Buyer without the express written authorisation of Almeco or carried out before the defect was reported;
- d) wrong choice of Products, incorrect installation/use, applications not foreseen in the technical specifications.
- e) improper storage.

8.9. The performance of the warranty is subject to the Buyer having, in any case, duly complied with all obligations incumbent upon it under these GTC and the Contract of Sale prior to the reporting of defects, and with all obligations incumbent upon it during the course of the warranty period.

8.10 In any case, the potential liability for defects and faults of Almeco is limited to the value of the Product, with exclusion of any further possible liability for direct and/or indirect, financial and/or non-financial damages in case caused by the defective Product to the Buyer or to third parties.

### 9. EXPRESS TERMINATION CLAUSE

9.1. Should the Buyer fail to pay the sale price on time and in full, Almeco shall have the right to terminate the contract pursuant to and in accordance with art. 1456 of the Italian Civil Code.

### 10. COMPETENT COURT, JURISDICTION AND APPLICABLE LAW

10.1. Any controversy concerning the interpretation and/or execution of this contract and/or the sales made by Almeco is subject to the application of the Italian substantive law and to the jurisdiction of the Italian Judicial Authority. Moreover, the territorial competence is exclusively reserved to the Court of Milan. In case the sale is in favour of a Buyer based outside Italy, the parties agree to expressly exclude the application of the Vienna Convention of 1980 on the international sale of goods.

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the Buyer, after having carefully examined them, expressly accepts the following clauses: 3.1) increase in the sale price due to higher raw material costs; 4.3) solve et repete; 5.2) indicative delivery term; 5.5) Almeco's release for delivery of products to carriers and/or forwarding agents; 7.1) modifications of the products; 8.1) limitation of Almeco's responsibility; 8.2) duration of the warranty; 8.3) forfeiture of the warranty claim; 8.10) limitation of Almeco's responsibility; 10) Competent court, jurisdiction and applicable law.

Almeco S.p.A.  
Giovanni Castelli-Group Managing Director