



## GENERAL TERMS AND CONDITIONS OF SALE

### 1. General Provisions.

(a) The terms and conditions set out below ("General Terms and Conditions of Sale", also GTC for brevity) form an integral and substantial part of the contracts concluded between the Seller (Com.Int.El. Srl) and the Buyer for the supply of the Seller's products (the "Products" or "Goods").

(b) These Terms and Conditions shall apply to all transactions entered into between the Seller and the Buyer by simply referring to them in sales proposals (made by the Seller and accepted by the Buyer) or order confirmations whereby the Seller accepts orders or requests for Goods from the Buyer. Any different terms or conditions shall apply only if confirmed in writing by the Seller.

### 2. Offers and Orders.

(a) The Seller's offers/proposals for sale shall always be subject to final confirmation by the Seller until unconditional acceptance by the Buyer by receipt of the Goods.

(b) Orders placed by the Purchaser shall not be deemed accepted until they have been confirmed in writing by the Seller, by means of an order confirmation; in this case, the order confirmation shall be deemed to be a new contractual proposal pursuant to art. 1326 of the Italian Civil Code, which shall be deemed accepted by the Purchaser, and with it the reference to these General Conditions, even without a prior response, with the receipt of the Goods pursuant to art. 1327 of the Italian Civil Code;

(c) Verbal or telephone orders and order confirmations shall have no effect unless the Seller intends to avail itself of them.

### 3. Prices - Terms of Payment - Solve et repete.

(a) The Prices of the Products are meant Ex Works and do not include VAT, which shall be paid in accordance with the specific legal provisions, as indicated on the invoice.

(b) Terms of Payment are agreed upon between the Seller and the Buyer in the offer or order confirmation. Payments shall be made according to the agreed terms and conditions. In the event of any delay in payment, interest shall be charged at the rate pursuant to Legislative Decree 231/02 in addition to any expenses. All payments shall be made exclusively at the Seller's premises. In the case of instalment payments, if even a single payment is not made on time, the Seller shall have the right to consider the Purchaser ipso jure to have forfeited the benefit of the term pursuant to Art. 1186 of the Italian Civil Code and to demand immediate payment of the entire balance.

(c) The Purchaser may not raise any objection to suspend or delay its own fulfilment ("solve et repete"), any action against the Seller being subordinated, as a condition of proceeding, to the full payment of the amount due, with express waiver of the objection of non-performance.

(d) Should the Buyer fail to make payment within the agreed terms and in the agreed manner, or should the Buyer's business be conducted other than in accordance with the ordinary course of business, this shall be understood, without limitation, to mean foreclosure, acts of attachment or protests, insolvency proceedings in general, reporting by credit insurance companies as an untrustworthy operator, the Seller shall have the right, at its own discretion, to suspend or cancel further deliveries and to invoke the forfeiture of the benefit of the term pursuant to Art. 1186 of the Civil Code.

### 4. Deliveries, Delivery Terms and Place

(a) The Delivery Terms agreed between the Seller and the Buyer in the offer or in the order confirmation are only indicative and not binding for the Seller. Any delays do not entitle the Buyer to claim damages for any reason whatsoever, nor to delay payment or to withdraw. The Buyer shall be obliged to receive goods that the Seller declares ready for delivery.

(b) The Seller reserves the right to make partial deliveries.

(c) Any quality differences within the tolerance margins customary in the industry and/or normally accepted in relations between the parties shall be deemed to be in accordance with the contract. With regard to quantities, a tolerance of plus or minus 10 % of the quantity ordered is permissible, unless otherwise agreed.

(d) All costs, charges and risks of transport, as well as the loading and unloading of the goods and accessory operations, shall be borne by the Buyer, since the sale is made, unless otherwise agreed between the parties, "ex Works" by the Seller and the Seller is released by simply making it available at the warehouse. Even in the case of a "door to door" sale (DDP), the Goods shall travel at the Buyer's risk and danger and the Seller shall be discharged from the obligation of delivery with the return of the Goods to the carrier. In the event that, despite notice that the goods are ready, the Buyer delays collection of the same, no obligation of custody can be said to be incumbent on the Seller, which from that moment shall be limited to granting the necessary space for the storage of the goods on a free loan basis, until the 15th day, after which time the loan shall become onerous at the price of € 30 per day.

(e) In the case of sales "door to door" (DDP), deliveries of all Products shall be made by standard, non-refrigerated means, unless otherwise agreed between the parties.

(f) The Seller is not obliged to accept returns of Products, unless expressly agreed in writing. Any costs incurred for this purpose shall be borne by the Buyer, unless otherwise agreed in writing.

### 5. Duty of Inspection and Acceptance of the Products.

(a) The Buyer shall sign the accompanying invoice/delivery note/CMR or other equivalent document of the Goods upon receipt, after their inspection. The signing of the aforementioned receipt documents without reservation shall constitute express acceptance of the Goods and shall not entitle the Buyer to make any objection.

(b) If a reservation is made at the time of receipt, the Buyer shall comply with the following procedures and time limits for reporting defects:

(i) notice must be given within two working days after taking delivery of the Products. In the event the complaint relates to a hidden defect, the complaint must be made, under penalty of forfeiture, by the end of the business day on which the defect is discovered and, in any case, no later than 8 (eight) business days after taking delivery of the Products;

(ii) detailed notice must be given in writing to the Seller within the aforementioned time limits. Any communication by telephone shall be null and void;

(iii) the communication must clearly specify the type and amount of the alleged defects, including photographs proving the damage and shipping documents

(iv) the Buyer agrees to make the disputed Goods available free of charge for inspection at the Seller's request; such inspection shall be carried out by the Seller or by an expert appointed by the Seller.

(c) No objection with respect to the quantity, quality, type or packaging of the Products may be made except in accordance with the above procedure, failing which the Product shall be deemed approved and accepted by the Buyer.

## **6. Warranty Terms.**

- (a) The Seller warrants that the Products comply with the manufacturer's technical specifications.
- (b) Since the Seller does not manufacture the Goods but merely resells them, the parties agree that the handling of the warranty of the Products, including those relating to quality and safety, shall be the sole responsibility of the manufacturers.
- (c) The Seller warrants that all Products are properly stored at its premises and, in particular, that the prepreg is stored in a cold room with a controlled temperature of 5°C, with a tolerance of -1/+2°C.

## **7. Limitation of Liability.**

- (a) In cases of justified dispute raised in accordance with the provisions of article 5 above, the warranty, to the extent that it will be acknowledged by the Producer, is in any case limited to the replacement of the defective product, upon return of the product to be changed, with the exclusion of any further burden for the Seller, renouncing as of now the Buyer to any further claim for compensation for direct or indirect damages.
- (b) The guarantee shall in any case be ineffective if the Buyer is in breach of any of its contractual obligations, i.e. if the products are used, even partially; if the product is damaged due to causes attributable to the Buyer; if integral elements of the product (accessories, parts, etc.) are missing.
- (c) Excluded from the guarantee are defects caused by poor storage, wear, incorrect use of the goods, negligence in use, any damage caused by incorrect storage.

The sale shall in any case be made in accordance with Art. 1488 last sentence of the Civil Code.

- (d) The Purchaser shall have no further right or remedy for any direct damage or loss of profit sustained by the Purchaser as a result of the use, non-use, or installation of the Goods in other products, except in cases of wilful misconduct or gross negligence on the part of the Seller.
- (e) The Purchaser agrees to indemnify and hold the Seller harmless from any claim for payment by any person made or prejudice incurred in connection with the use of the Products.

## **8. Retention of Title.**

- (a) The Products supplied remain the full property of the Seller until the date on which the Purchaser has paid the full price for them and all sums due to the Seller. Until such time the Buyer shall keep the Products adequately stored, protected and insured by way of temporary storage, the Seller being entitled to demand the immediate return of the Products.
- (b) If the Buyer is obliged to return the Goods, it shall do so immediately upon simple request by the Seller.
- (c) From the date of delivery, the Buyer shall bear all risks, dangers and consequences arising from any theft, fire, force majeure, damage to persons, things or other (Art. 1523 of the Civil Code).

## **9. Express termination clause**

- (a) Without prejudice to any other hypothesis of termination for non-performance, in the event of the Purchaser's failure to comply with the provisions of articles 3 (payments), 4 (receipt of goods ready for delivery); 5 (duty to inspect and accept goods); 8 (retention of title), or in the event of loss of capacity, change in corporate or management structure, bankruptcy or any other insolvency proceedings, the Seller shall have the right to terminate the contract pursuant to and for the purposes of art. 1456 of the Civil Code by simple written notice.
- (b) In the event of termination of the contract, the sums collected up to that time, by way of penalty, shall be retained in favour of the Seller, which in any case may also be retained as compensation for any kind of amount, including compensation, that the Purchaser may owe. Any tolerance, even repeated, on the part of the Seller with respect to the Purchaser's breach of contract shall not for any reason be considered a tacit waiver of the breach, nor shall it invalidate the possibility of recourse to this clause.

## **10. Processing of Personal Data.**

The Purchaser's personal data shall be processed in accordance with the provisions of the European Union and Italian legislation on the processing of personal data (EU Reg. 679/2016; Legislative Decree 196/2003 and subsequent amendments and additions). The Purchaser's personal data shall be collected and processed exclusively for the execution of this agreement, of the sale and purchase contracts that will be stipulated and of the obligations provided for by law, in compliance with the aforementioned EU regulation and in general with the applicable regulations. By accepting the proposal or order confirmation, the Buyer expresses consent to the processing of personal data, pursuant to Article 13 GDPR - Regulation (EU) 2016/679, after having viewed the specific information available in an extended version on the Seller's Site, which the Buyer declares to have viewed, including the information referred to in the aforementioned Article 13.

## **11. Applicable Law - Jurisdiction - Competent Court.**

- (a) These GTC and all contracts entered into by the Buyer with the Seller shall be governed by Italian law.
- (b) If the Purchaser is a subject of foreign law, the parties agree that all contracts to be entered into with reference to these GTC shall be governed by Italian law to the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods. Italian law shall govern the conclusion, performance and termination of the contract, which shall be interpreted by applying Italian law, also for the purpose of settling all disputes arising out of or in connection with it, even indirectly.
- (c) The parties agree that all disputes that may arise with regard to the interpretation or execution of the obligations arising from the contracts referred to in the preceding paragraph shall be submitted to Italian jurisdiction, with the express exclusion of any other jurisdiction, and that the Court of Trento (Italy) shall have exclusive jurisdiction over them.

## **12. Final Provisions.**

- (a) The invalidity in whole or in part of individual provisions of these General Terms and Conditions of Sale does not affect the validity of the remaining provisions.
- (b) These General Terms and Conditions of Sale are drafted in two languages, Italian and English. In the event of any doubts as to interpretation, the Italian version shall prevail.
- (c) The following clauses are specifically approved, subject to their specific analysis and agreement, also pursuant to art. 1341 and 1342 of the Italian Civil Code: 3) prices and terms of payment - solve et repete; 4) deliveries and terms of delivery; 5) Duty of Inspection and Acceptance of Products; 6) Warranty Terms; 7) Limitation of Liability; 8) Retention of Title; 11) Applicable Law - Jurisdiction - Competent Court.