

## TERMS OF SALES

### 1. Overview

The following are the General Conditions of Sale (“GCoS”) which regulate the sales of Carini Industria S.r.l. products (hereinafter “Supplier” or “Carini”) and regulate the contractual relations between Supplier and Buyer. Carini reserves the right to change itself due to provisions of law and/or regulations (Italian or Eu ones), giving notice to customers or amending the revision of this document. The updates revision, and the one in use, is always available online or downloadable at our website [www.cariniindustria.it](http://www.cariniindustria.it). The following GCoS are an integral part of all our order confirmations to supply materials or products (also re-sell).

#### 1.1 Definitions

**Supplier:** CARINI INDUSTRIA SRL, Via Mafalda di Savoia, 1, 29122 Piacenza;

**Customer/Buyer:** legally incorporated company, physical and/or legal person, or other legal entity which purchases goods, products or services from Carini Industria Srl;

**Offer Request:** from the Customer to the Supplier: means interest of the Customer to purchase goods, products or services from the Supplier. It shows the request for the identified product (on its own) or also the documentation/technical information sufficient for the correct good/service/product identification.

**Offer:** Supplier's response to Customer Offer Request, with identification of the product/service. It contains economic conditions (price) rather than supplying (expiry date, timing, payment conditions, ...). GCoS are attached or referred;

**Order:** Customer's written confirmation of the commitment to purchase from Supplier, based on Offer Conditions (see p. 3), rather than for own decision;

**Order Confirmation:** official Carini documents of Customer's order confirmation: conditions and timing delivery defined on itself (see p. 5).

### 2. Validity

The purchase by the Customer of products/services provided by the Supplier, regardless of the type of purchase (web, fax, verbal, other) is subject to these GCoS that **the Customer has the duty to read before proceeding with the purchase.**

The present GCoS are valid for all supplies made by Carini to the Customer and are an integral part of our Order Confirmations.

These Terms and Conditions exceed and cancel any clause, term or conditions of purchase of the Customer. Only in the event of changes requested in writing by the Customer and confirmed by the Supplier, they may be complemented or exceeded by such changes.

### 3. Ordering Process

Based on Customer's Offer Request, Carini develops his own Offer, that is a written commercial proposal that contains supplying conditions (price, delivery time, payments, duration,...). The Supplier may ask for further information (technical or other) if necessary to release the offer. **ONLY** Carini written offers are valid. Sales conditions are valid if written accepted (by Customer's Order) **ONLY** within the deadline of the Offer.

Every supply is always regulated by the present GCoS.

Offer Request and Offer itself are **NOT** binding; only a written Order (if it follows an Offer, rather than on its own) becomes binding for the Customer.

The approval of an Offer by sending the Order from Customer, involves the GCoS acceptance and personal data process authorization for the purposes related to the Order management.

It is Customer Responsibility:

- To communicate true, accurate, updated and complete personal and/or company data;
- Take care of data management, and inform the Supplier for constant update to assure always accuracy and up-to-date info;

Products or services are sold as indicates in the Order Confirmation.

The supplier reserves the right to accept only the order **UNIQUE DEFINED**, that in which there are presents all the indications with regard to Customer (number or fiscal code and/or VAT number, or an

equivalent data if not Italian resident), place of delivery, shipment mode, ..., rather than Carini Article Code (according to our Documentation) or, in case of its absence a unique and clear description of the goods in order to allow the precise identification

### 4. Prices

Unless otherwise agreed, prices are net (VAT excluded), ex-works Carini plant, including standard packaging. Every extra costs, such as transport, insurance, compulsory contributions (f.e. Polieco, Conai), or taxes provided by the Foreign State are at the complete expense of the Customer.

Minimum invoice amount is € 100,00 net, VAT excluded. In case net order value is lower, the Supplier reserves the right to terminate the order, rather than to charge the minimum invoice value as per order handling.

The prices on the order confirmation are considered valid, except for special reservations that must be reported in the Order confirmations.

The Supplier reserves the right to unilaterally change prices, without any notice, in case the adjustment is due to unforeseen changes in raw material market, exchange rates or current laws exchange. The Supplier commits to promptly inform the Customer of any change made, and its application.

### 5. Order Confirmation and Acceptance

Following the written Order receipt, Carini will verify the product availability or possibility to provide the requested service. Only after that check, The Supplier inform about its acceptance while sending the written Order Confirmation. The Supplier will start to prepare materials, or the activation of the production order. Until Order Confirmation issue, no obligation is due to the Supplier, who is free to accept or decline any received order.

The issue of the Order Confirmation to the Customer, finish the sale process.

The Supplier reserve the right to reject the Order in case of not-real personal data provided, of previous failure in any way against himself, of registration in the list of protests and/or submission to insolvency procedures.

The Supplier also reserve the right to reject from the closed contract for reason of force majeure, or if it receives negative/pejorative about Customer's rating or, even in case of order confirmation, if it believes that there are doubts about its solvency.

Order Confirmations are considered accepted if not contested in writing from Customer within three (3) days from the date of issue.

### 6. Invoices issue

For each order placed by the Customer, the Supplier will issue an invoice – that will be sent following the law in force at the moment. For Italian invoices, the Customer must indicate his data, Fiscal Code or if legal person or individual company, legal company name, VAT and also bank account and references for payments. In case of foreign invoices, only for legal person, it is necessary to provide VAT code or similar data.

Domestic Customer will refer only to Bank Receipt, if not otherwise agreed.

All the invoices are in Euro, if not otherwise agreed in written.

Partial invoices, related to the issue of a single order, are allowed.

### 7. Return

Carini don't accept any material return unless previous written agreement. If not writtenly accepted from Carini, each returned material will be rejected when receipt.

The Customer can reply/report for product non-conformity until three (3) months since receiving: after that time no return of material or non-conformity will be accepted.

Material non-conformity, if already in use, must be contextualized to objective data requested by Carini (such as technical info on application/installation, timing of start-up, ...).

The non-conformity, if accepted by Carini, will not induce into any refund, but the Supplier will be committed only to replace the good or its repair at his own expense; at the sole discretion of the Supplier. Any cost incurred by the customer as shipping, disassembling, ..., will not be recognized by the Supplier.

All necessary costs for claim analysis (if necessary) at Customer plant or application (or always different from Supplier plant), and in case of claim reject by Carini, will be charged to the Customer. In case of non-conformity rejected pls see p. 15.

## 8. Payments

The Customer's payments must be done within the agreed terms, present in the Order Confirmation, even in case of claims or disputes. Without any deduction for any reason.

In case of late payment, the Customer is required to pay default interest to the extent of the European Central Bank (ECB) reference increased by 3 (Three) points. **In case of periodic invoicing of the delivered goods, if an invoice amount is less than € 100,00 (excluded VAT), the payment will be "Direct remittance to invoice receipt", not depending on the original granted Customer payment terms.**

In case of prompt delivery of goods and next delay in shipment, due to external reason not assignable to the Supplier, The Customer's payment must be done within right time showed on the Order Confirmation.

## 9. Retention of title

The goods remain Supplier's property until all related invoices payments receipt. In case of Customer's non-conformity related to agreed payments, the Supplier is authorized to ask back for goods to Customer, who is obliged to follow immediately this request.

In case of Customer's payment non-compliance, Carini is automatically released from other Customer order's execution and authorized to invoice him the material explicitly ordered for Customer that is not possible to re-use in any other way.

## 10. Delivery

The delivery terms indicated in the Order Confirmation are not binding for the Supplier, but approximates. In any case the delivery period shall not start earlier than all technical points are defined (after the conclusion of the contract) – see p. 5.

Delivery is always ex-works at Supplier plant, and it is considered formally carried out, for legal purposes, when goods are in the hands of Customer, or its carrier/forwarder. Goods/products travel at risk of the Customer: every responsibility of the Supplier ends with the delivery to the forwarder.

The delivery period will be automatically and fairly extended when:

- Customer modifies needed information (for order execution) after Order Confirmation issue;
- Customer provides in late technical or administrative data necessary for shipment of the product;
- The Supplier's performance has been obstructed or made impossible by any causes not related to Supplier itself (f.e. supply chain of raw material, strikes, natural disasters or other causes of force majeure). If the duration of the above causes extends beyond six (6) months, both parties reserve the right to terminate the contract, excluding any compensation for damages. The Supplier may request the payment for materials ordered solely and explicitly for the Customer and not reusable in any other way, if already in stock or not cancellable in the supply chain.
- The Customer is in late with payments or other fulfilling contractual obligations.

The Customer cannot claim for any compensation in case of the occurrence of any of the above points.

Even if a binding delivery term has been agreed, the Supplier cannot be considered in default until after an additional supplementary period not less than one month, expressly notified in writing by the Customer.

After this period the Customer can terminate the contract, but shall not be compensated for any damage, unless can be verified that it has been due to the Supplier for intentional or gross negligence.

If the Customer does not collect the goods in time (already informed by the Supplier), the Supplier is authorized to stock the goods at Customer's risk and cost, and to invoice it as shipped. Partial deliveries are allowed: in this case the Supplier may issue partial invoices.

## 11. Packaging

The standard Carini packaging is already included in the good/product price (if not expressly written). If the goods must be packaged in different way, because of an explicit request of the Customer, the related packaging will be separately invoiced and cannot be returned.

## 12. Risk Transfer

As per p.10, the risks pass to Customer as soon as the goods leave Supplier's plant. This is also valid in cases where delivered at place, or similar (however written), or when installation is included in the contract. Or even if the transport is organized and managed by the Supplier. If the shipment is delayed for reasons non attributable to the Supplier, the transfer of risks to the Customer takes place at the time of goods ready communication.

## 13. Trasport and insurance.

Unless otherwise agreed in writing, shipping and transport costs are in charge to the Customer. Goods insurance against any type of risks is charged to the Customer. Even if it is done by the Supplier, it is considered for order, account and risk of the Customer. Any special requests concerning the shipment abd/or the insurance must be communicated to the Supplier in good time (preferably at the Offer). Otherwise the shipment is realized at the discretion, and in any case without any responsibility of the Supplier, choosing the fastest and less expensive at the moment. In case of Delivery at plant, the shipment will be made on behalf of the Customer, but paid and managed by the Supplier: additional costs will be charged to Customer. In case of damage or loss of the goods, the Customer is required to make a reservation on the bill of lading and ask immediately to the forwarder for an investigation of facts. Information of transportation damages (not due to the Supplier) must be indicated also to Carini within 8 (eight) days from goods receipt.

## 14. Control of goods supplied

The Customer is obliged to check for goods receipt and to communicate through registered mail (or via P.E.C. email) any claim due to quality defects, within the terms of law. In absence of such communication, the goods will be considered accepted by Customer. The Customer, even in case of claim, is obliged to pay for the invoice at regular terms, and cannot propose any action against the Supplier earlier than making that payment. Any claims or disputes relevant to a single delivery do not exonerate the Customer from collecting the remain goods within the limits of the order.

## 15. Warranty

The Supplier guarantee that the products/services have the promised features, and no defects, in the current state of the art. Otherwise it assumes no warranty that goods correspond to Customer particular needs. Warranty duration is 12 (twelve) months from shipment or goods ready notice.

In case of regular claim, following a Customer written request, the Supplier undertakes to evaluate the claim. In case of claim accepted, the Supplier undertakes to repair or replace, at his unique discretion, free of charge, all the damaged (or unusable) parts due to defected materials or construction, or to wrong installation instructions or assembling. Repairing or replacing parts are intended at Supplier's plans. Every costs due to shipment are at Customer's charge. Customer shall have the right to terminate the contract or ask for price reduction only if the claimed good repair or replace will not be possible, or the Supplier refuses to carry out the repair or if it will delay it within a reasonable time. For any products realized on Customer's instructions, drawings or model, the Supplier's warranty is limited to material quality and machining/processing. Damages due to natural wear, storage and maintenance not-correct, non-compliance with use requirements, excessive stress, not-correct production tools, inappropriate actions of the Customer or third parties, use of not-original parts or other causes not attributable to Supplier are excluded from warranty.

#### 16. Liability Limitations

In any case of claim due to defects or quality defect, the Supplier's responsibility is limited to warranty obligations referred to p. 15. Except for Decree DPR 24.05.1988, n° 224, in any case excluded any obligation by Supplier's side to compensate, for any reason, any direct and/or indirect damages suffered by the Customer (such f.e. injury to persons or property damage caused by the use of goods, loss of earning, damages claimed by third parts, ...).

#### 17. Applicable law

Contractual relationship between Carini and the Customer is Governed by Italian laws.

#### 18. Jurisdiction

For any dispute, the Court of Piacenza has exclusive jurisdiction with the waiver, by the Customer, of any other jurisdiction also for titles of connection or significant by an action brought by third parties. However, in case of Customer default, Carini reserves the right to agree with the Customer also om front of the Court, where he has his domicile or his headquarters.