

ACERBIS ITALIA SPA

GENERAL CONDITIONS OF SALE

1. Definitions

Unless otherwise defined in these General Terms and Conditions of Sale, the following terms will have the meaning assigned to them as specified below:

- a) Seller: Acerbis Italia S.p.a.;
- b) Buyer: the purchaser of the Product;
- c) Parties: the Seller and the Buyer;
- d) Product / s: the object of sale between Buyer and Seller as described in the Sales Contract;
- e) Sales Contract: any contract or deed, including subsequent ones or modification and / or addition to the same consisting of Purchase Order and Order Confirmation;
- f) Order Confirmation: written acceptance of the Purchase Order by the Seller;
- g) General Conditions: this regulation;
- h) Technical Specifications or alternatively 2D Drawing: Seller's document containing the technical, commercial and contractual information relating to the Product covered by the Sales Contract;
- i) Purchase order: written proposal to purchase the product by the Buyer

2. Application of the General Conditions

- 2.1. These General Conditions apply to all Sales Contracts covering the Product stipulated by the Seller and Buyer and prevail over any conditions of purchase prepared by the Buyer and over any other different agreement.
- 2.2. Where there is already an agreement between the Parties concerning the sale of the Product, these General Conditions constitute an addition to and modification of the aforementioned agreement.
- 2.3. Any modification or addition to these General Conditions of Sale will be valid and effective between the Parties only if drawn up in writing and signed for acceptance by the Seller.
- 2.4. By accepting these General Conditions of Sale, the Buyer expressly renounces its general conditions of purchase, if any.

3. Order, Order Confirmation and Order Modifications

- 3.1. Any Purchase Order constitutes an irrevocable proposal by the Buyer and is subject to the Order Confirmation of the Seller.
- 3.2. The Technical Specifications or the 2D Drawing related to the Product covered by the Contract are an integral part of every Sales Contract.
- 3.3. The Purchase Order and Order Confirmation may only be changed by subsequent written agreement between the Parties.
- 3.4. The Purchase Order and the Order Confirmation and any addition or modification must be in written form, prepared in accordance with the Seller's forms, and be sent by electronic means or by any other means (eg courier, post, fax, email)
- 3.5. If a modification requested pursuant to Articles 3.2. and 3.3. above implies an increase or reduction of costs or a rescheduling of the delivery, the Seller will inform the Buyer within 5 (five) working days and the parties will agree in writing the terms and conditions according to which any modification requested will be performed.
- 3.6. The minimum amount of the Purchase Order is € 500.00 net.

4. Delivery

- 4.1 The delivery will take place at the Buyer's premises or at the place indicated in the Order Confirmation on the date indicated in the Order Confirmation, unless otherwise agreed in writing between the parties.
- 4.2. Transport costs and risks, including all insurance obligations, will be in compliance with the delivery terms referred to in Article 4.1.

4.3. The delivery terms must be considered indicative, non-essential and non-binding for the Seller. The Seller will not in any case be responsible for delays in delivery or for non-delivery due to force majeure or, in any case, causes beyond its control.

4.4. In the event that the Buyer is aware, in advance, of its impossibility to take delivery of the Product, the same shall notify the Seller of the reason and a reasonable term (not exceeding 15 working days) within which it expects to be able to take delivery of the Product.

4.5. If the Buyer does not take delivery of the Product within the agreed term and at the agreed place, the same will be responsible for any inherent cost and risk, including storage. The price of the Product will immediately become due. Notwithstanding the Seller's right to terminate the Sales Contract and to request a penalty equal to 30% of the value of the Sales Contract and the greater damages.

4.6. Unless otherwise agreed in writing, partial deliveries are permitted.

5. Transport packaging

5.1. The cost of packaging is included in the price of the Product according to the standard provided by the Seller.

5.2. The costs of the special packaging requested by the Buyer, if feasible, will be charged to the Buyer.

6. Prices

6.1. The Seller will apply the price agreed with the Buyer in the Sales Contract, to be understood as excluding VAT. All prices are expressed in Euros or in the currency indicated in the Order Confirmation.

6.2. Any price increases related to changes in raw materials, levies, duties, taxes or fees that occur after the Sales Contract will be borne by the Buyer.

6.3. In the event that the price is not indicated in the Sales Contract, the price normally applied by the Seller for the Product will apply.

6.4. Any complaints or disputes will in no case give the Buyer the right to defer or omit the payment or reduce the price.

7. Invoicing, payment and penalties

7.1. The Seller will issue an invoice based on the price indicated in the Sales Contract, which will also indicate the payment methods.

7.2. If the Buyer does not fulfill the obligation to pay the price within the agreed term, the Seller will be entitled to receive the default interest, without the need for a formal notice, pursuant to Legislative Decree 231/2002 and subsequent amendments.

7.3. In case of non-payment by the Buyer of an installment that exceeds 1/8 of the total price of the Sales Contract, the Seller will have the right to terminate the Sales Contract and request compensation for damages, subject to the provisions of the Article 8 below.

7.4. If the Buyer withdraws from the Contract without justified reason, the Seller will have the right to obtain the payment of a penalty equal to 30% of the price stipulated in the Contract, without prejudice to the greater damages.

8. Retention of ownership

8.1. The Product will remain the property of the Seller until full payment of the price.

8.2. At the request of the Seller, the Buyer shall provide all appropriate assistance in such a way that the Seller can recover ownership and possession of the Product in accordance with the applicable law. The retention of ownership will in no way affect the transfer of risks.

8.3. Until full payment of the price of the Product, the Buyer will be considered as mere holder of the Product and consequently must keep it in perfect condition, as required by Article 1768 of the Italian Civil Code, except for normal wear.

9. Defects and complaints

9.1. Any defects regarding the quantity, type or characteristics of the Products supplied must be reported in writing by e-mail, registered letter with return receipt or by PEC, under penalty of forfeiture, within 8 (eight) days of delivery of the Products and, where hidden, no later than 15 (fifteen) days from their discovery. Once said term has expired, the Products are considered accepted and the Seller will be exonerated from any responsibility towards their own assignees and / or third parties.

9.2. The Seller is not responsible if the defect and / or fault is due to the project approved by the Buyer or in any case if a result of the technical specifications which the Seller has followed in the manufacture of the same.

9.3. No claim on the quality and / or integrity of the Products and packaging will be allowed:

- i) in case of obvious defect, if the Buyer did not record it in writing at the time of delivery, or.
- ii) if the Buyer has not kept the Product available for the required investigations.

9.4. Any defects regarding the operation of the Products must be reported in writing, under penalty of forfeiture, by e-mail, registered letter with return receipt, or PEC within 8 (eight) days of delivery and, where hidden, no later than 15 (fifteen) days from their discovery.

9.5. The Buyer is obliged to keep the Product that is presumed to be defective in an appropriate place making it available to the Seller for the appropriate investigations and, in any case, to implement necessary measures to reduce the risk of further deterioration of the same.

9.6. In any case, the Buyer is obliged, from the moment of the discovery of the defects, to immediately stop using the Product, which is presumed to be defective, and to implement any necessary precautions to reduce the damage which he may have incurred.

9.7. Except for the aforementioned cases of proven manufacturing or material defects, in the remaining cases the Seller must be held harmless and / or held unharmed from any claim for damages arising from his own assignees and / or third parties.

10. Warranty

10.1. The Seller guarantees that the Products comply with all applicable laws and regulations in the European Union.

10.2. The Seller guarantees the Products against manufacturing or material defects for a period of 12 (twelve) months from the delivery date. Defects due to natural wear, tampering, incorrect assembly or use and / or in any case to facts, acts and / or omissions attributable to the Buyer are excluded from the warranty. For electrical, electronic or other items not produced by the Seller the warranty conditions of the respective manufacturer apply.

10.3. The warranty is void for the Products or part of them installed or operated incorrectly, disassembled or modified by unskilled personnel. Also excluded from the warranty are all damages deriving from transport and / or inadequate packaging used by the Seller but supplied by the Buyer.

10.4. The warranty is limited to the repair or replacement of the Products recognized as defective by the Seller.

10.5. The warranty is in any case subject to the presentation of a copy of the sales invoice complete with the delivery date, the type and traceability code of the product and the report indicating the type of dispute.

10.6. No Product may be returned to the Seller for repair or replacement without prior written consent of the Seller. The expenses for unauthorized repairs will not be reimbursed by the Seller.

10.7. The costs of labor or any other expenses necessary for the replacement of defective Products are not covered by the warranty.

10.8. In no case will the Seller be held responsible for any indirect damage, including loss of profit or production shutdown, resulting from the use or non-use of the Products, or their incorrect or non-operation, even for faults or defects attributable to the Seller.

10.9. The Seller will in any case be liable for damages caused for an amount not exceeding the price of the Product which is the cause of the damage.

10.10 For third-party components assembled or installed on the Product by the Seller, at the request of the Buyer, the warranty given by the third party to the Seller will be valid. Any other warranty is therefore excluded. Furthermore, the Buyer can claim nothing from the Seller as compensation for damages or compensation, or for return or reduction of the price, for any defects and faults of said components or for defects and faults of the Product arising from faults and defects of said components

11. Force majeure

11.1. In the event of Force Majeure, the party in this situation must immediately inform the other describing the causes and effects on the fulfillment of its obligations. The parties will notify in writing, without delay, the termination of the force majeure case.

11.2. The Seller shall not be held liable for late delivery or for the breach of contract caused directly or indirectly by:

- events beyond its control;
- force majeure (in accordance with the provision, and without the list being considered exhaustive, an event of force majeure includes legal prohibitions, wars, riots, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics);
- circumstances beyond the control of the Seller, such as those preventing the recruitment of labour or acquisition of materials, components, systems in general, energy, fuel, transportation, permits or government measures.

11.3. In the event that a force majeure case prevents the Buyer from fulfilling his obligation, he shall indemnify the Seller for the expenses incurred for the insurance and custody of the Product.

12. Termination

12.1. The Seller shall have the right to terminate the Sales Contract if the Buyer has not remedied its default within 15 (fifteen) days from the written notification of the formal notice to comply.

12.2. The Seller will be entitled to claim compensation for damages arising from the termination of the Sales Contract.

12.3. Upon termination of this Contract for any reason, the Orders issued by the Buyer and accepted by the Supplier before the date of termination will be regularly performed by the Supplier, and the Buyer will have to pay the relative price, as well as collecting all Products , semi-finished products, materials and components produced / purchased exclusively for the Buyer.

13. Technical Information and Intellectual and Industrial Property Rights

13.1. The technical information relating to the Product is and will remain the exclusive property of the Seller.

13.2. If during the development of the project or production of the Product, the Seller develops an invention or any other protectable novelty, even on the basis of the Buyer's know-how, or improves or innovates any technical information or know-how, the Seller will remain the legitimate owner of the final invention or in any case of the know -how.

14. Confidentiality

14.1. The Buyer must not disclose or otherwise make accessible to third parties any information of any kind and in any form (including Technical Information and particularly the Technical Supply Specifications) that the Buyer has acquired or otherwise accessed as a result of execution of the General Conditions of Sale and each Sales Contract or in relation to the same.

14.2. The obligation of the Buyer referred to in the previous 14.1. remains in force for the entire duration of the General Conditions of Sale or the Sales Contract and, thereafter, until the first of the following events occurs: a) the relevant information, including technical information, becomes publicly available or otherwise in the public domain through no fault of the Buyer; b) 10 (ten) years have elapsed since the termination of the business relationship for whatever reason intervened.

15. Safety legislation

15.1. The Buyer is entirely responsible for the failure to inform the Seller of the legislation, and, more generally, of the legislation on the safety and protection of public health, in force in the country in which the Product is to be used. Any costs inherent to the conformity of the Product to what is established by the legislation of the country in which it is to be used will be the exclusive responsibility of the Buyer.

16. Special provisions

16.1. However, the agreements contained in the Technical Specifications or in the 2D drawing relating to the Product covered by the Sale and Purchase Agreement are hereby confirmed and accepted.

17. Applicable Laws And Competent Court

17.1. The General Conditions of Sale and each Sales Contract are subject to Italian law and are governed and interpreted in accordance with Italian law.

17.2. Any dispute arising from or in relation to the General Conditions of Sale and / or the Sales Contract will be definitively and exclusively decided on by the Court of Bergamo.

THE SELLER

THE BUYER

In particular, after having examined the content, pursuant to Articles 1341 and 1342 of the Civil Code, the Buyer declares to have read and to expressly accept the following clauses contained in these General Conditions of Sale.

.....
.....
THE BUYER
