

GENERAL SALES CONDITIONS IN RELATIONS WITH PERSONS LOCATED IN ITALY OR IN EUROPEAN UNION COUNTRIES

1. PARTIES OF THE CONTRACT

- 1.1. The Seller is the supplier company of the goods to be supplied, which will issue an invoice for the same.
- 1.2. The Buyer is understood to be the holder of the invoices concerning the goods in question.
- 1.3. The clauses of these General Terms and Conditions of Sale are effective for all contracts that will be stipulated by the parties from the time of signing, or coming to their knowledge, for an indefinite period of time except for the express right of cancellation with a 30-days notice period to counterpart.

2. ORDER CONFIRMATION - ACCEPTANCE

The supply relationship is governed exclusively by the agreements referred to in these General Conditions of Sale. The parties may agree on any changes, additions or exceptions to the aforementioned General Terms and Conditions of Sale, which must be in writing in the documents containing the request of selling offer from the purchaser and the concerning acceptance by the seller.

The purchaser must indicate in the offer request specific regulations to which the material and/or packaging must comply, such requests will be binding for the selling party only with their explicit acceptance in the order confirmation. Commissions, any variations to the order confirmation, fees, rebates, transactions, etc. made by agents or intermediaries are valid only with the explicit and written acceptance of the Seller.

Orders are binding for the Buyer upon receipt of the order confirmation.

The Seller, if he accepts orders for special products or on specific needs of the Buyer, must always request a detailed drawing to proceed with the production. Following he will provide a sample to the Buyer, who, after having taken notice, will have to send written confirmation to the Seller to proceed with the production and supply.

In the event that the purchaser, for reasons not attributable to the Seller, partially or completely refuses the supply, will be required to pay the invoice in addition to any compensation for damages.

3. DELIVERY

3.1. Terms of delivery and shipment of goods

The terms of delivery are always and purely indicative and the extension cannot give the Buyer the right to requests for compensation or other, any exception removed.

The facts that prevent or delay the shipment of goods such as, by way of example but not limited to, delayed supplies of goods, import bans, strikes (including company strikes) and other facts that prevent or delay production and / or processing, are conventionally considered as force majeure and the Seller cannot be held responsible for the delay in delivery. In the cases mentioned above, the Seller may delay delivery as long as the causes of the delay last.

3.2. Parking and storage of goods

Within the day following receipt of the notice of goods ready for shipment/collection, the Buyer must collect the ordered goods, or, in case of delivery to free destination, must request the shipping. Failing this, unless special management to be agreed in writing, all the guarantees on the products supplied will lapse, furthermore the goods can be stored outdoors, with exemption for the Seller of any responsibility and with charge of handling and storage costs; the Seller also reserves the right to ship the goods assigned to the Purchaser, or to deposit them at his own expense. From the notice of ready goods, a regular invoice will be issued, and the payment terms will start. Any costs for parking, storage or waiting shall be borne by the Buyer, even if the goods are sold carriage free and transport is carried out by the Seller or commissioned by it.

3.3. Goods delivery and checks

The goods travel, unless agreed in writing, with charges to be borne by the purchaser, at the risk and peril of the purchaser and are intended to be sold in the Seller's establishment / deposit, declining the latter from any liability even if supplied free destiny.

The Buyer is required to check the goods upon delivery; any anomalies, breakages, shortages, discrepancies with the order confirmation, etc., under penalty of forfeiture of the right of complaint, must:

- be reported at the time of delivery, by noting the wording "Goods accepted with reservation" in the transport document / commercial invoice, in the case of annotation on the transport document both in its own copy and in that of the carrier, who will sign both copies for having read the dispute;
- be notified, within 7 (seven) days from delivery to the Seller by sending a copy of the transport document, complete with the indications of the dispute and the signature of acknowledgment of the carrier, together with the complaint opening form provided by the Seller, by electronic mail or by registered letter with return receipt;
- In the event of any tampering or shortfalls expressly attributable to the carrier/forwarder, the Buyer must submit a complaint directly to the carrier.

4. PACKING

Packaging will be invoiced to the purchaser unless otherwise agreed in writing and signed by both parties.

5. PRICES

Unless otherwise agreed prices are intended net, for cash, for delivery ex-works of the Seller.

If between the date of the order confirmation and the delivery date there are increases in goods procurement costs, in the costs of labor, fuel, transport, duties, etc., the Seller can increase the agreed price, communicating it in written form to the Buyer.

6. PAYMENTS and PRODUCT OWNERSHIP

6.1. The Purchaser will acquire the ownership of the goods only with the full payment of the invoices issued by the Seller, including those for interest and other accessory charges, but will assume any risk inherent to the goods themselves, including the risk of loss for reasons not attributable to the Seller. In the case of late payments, the Buyer must pay default interest at the rate determined in accordance with the Italian Legislative Decree 09.10.2002, n. 231, starting from the expiry date of the agreed term.

6.2. If the payment of the goods is agreed by bills of exchange or securities (checks, bills of exchange, etc.) these must be received by the Seller's office before or simultaneously with the collection of the goods.

6.3. In the event of non-payment of only one part of the price on the expected expiry date, the Buyer will forfeit the benefit of the deferred payment ("term benefit") even for supplies in progress; the Seller may also invoke the application of articles 1460 and 1461 of the Italian Civil Code and therefore suspend the supplies in progress.

6.4 In the event of non-payment, the Seller can decide whether to temporarily suspend production or supply of products still in order; furthermore, he may cancel the residue of the order, promptly communicating it to the Customer, who will not be entitled to any kind of compensation, without prejudice to the possibility of the selling party to demand the amount due.

7. WARRANTIES AND CLAIMS

Guarantee

7.1. The warranty for goods delivered by the Seller to the Buyer in B2B dealings has a duration of 12 (twelve) months from delivery, in B2C relations it has a duration of 24 (twenty-four) months from delivery, what not provided for in this agreement operates in terms of the regulations in force at the time of delivery of the goods.

The Buyer starts the guarantee by sending, within the above terms, the notification to the Seller by registered letter with return receipt or e-mail.

7.2. The Seller guarantees that the supply of the goods corresponds to the characteristics and conditions specified in the Order Confirmation, unless otherwise notified in writing.

7.3. The Seller does not assume responsibility in the case of interventions carried out by third parties on the good.

7.4. Each warranty is not applicable for goods used improperly, either for applications other than those for which they were supplied or for technological cycles that are not consistent with the guaranteed chemical, physical and mechanical characteristics.

7.5. goods showing obvious defects must not be used by the Buyer; in default, the Buyer loses all warranty.

Terms of complaint

7.6 Complaints of any kind must be made in writing, by e-mail or by registered letter with acknowledgment of receipt, to the Seller within 7 (seven) days from receipt of the material, meaning the Buyer lapsed, after this term, from any right of claims for defects and/or lack of quality and/or discrepancies in the goods sold.

7.7 The Buyer who has submitted a complaint within the established terms must keep the entire supply at the Seller's disposal for the appropriate checks.

If the Seller ascertains quality faults or defects, the Buyer, excluding the B2C relationships in which, as per the regulations, the final consumer may choose between replacement or repair in its sole discretion, will be entitled to the replacement of the defective goods with the only exclusion of any compensation for damages.

7.8 Every return of the goods to the Seller by the Buyer must be authorized by the Seller, the transport and any other accessory charge inherent to the return of the good is exclusively borne by the purchaser.

The acceptance by the Seller of the goods returned by the Buyer, subject to the authorization referred to in the previous paragraph, does not entail either the automatic acceptance of the complaint or the return of the ownership of the goods to the Seller.

Notification of non-compliance

7.9 The notification of the non-conformity must be accompanied by the following supply data:

- a) order confirmation number, if any;
- b) order confirmation position number, if any;
- c) number and date of the accompanying document and invoice;
- d) list of our product codes object of the complaint;
- e) description of the non-conformity and phase of the process in which it was detected;
- g) non-compliant quantity;
- h) any proposed solution;

The Seller must be able to examine the merits of the dispute by examining the disputed quantity and quality, sent by the Purchaser to the Seller at the latter's request, the transport and any other accessory charge inherent to the return of the goods is exclusively borne by the party Buyer, or by visiting the Buyer to be agreed with the Seller.

Treatment of non-compliance

7.10 good found to be non-compliant must be kept in the same condition in which it was delivered and kept available until the dispute is resolved even if sold or processed by a company other than the Buyer.

The decision by the Buyer and/or the user to process the good object of the dispute without prior consent of the Seller does not give the right to replacement and compensation.

The lot of potentially affected good must be identified by delivery lot and, in whatever part of the processing cycle it is located, it must be set aside pending definition of the non-compliance.

The decision by the Buyer and/or the user to process other material belonging to the same lot or to continue further processing or to carry out operations to restore conformity without the supplier's prior approval does not give the right to replacements and compensation.

For the criteria for defining products belonging to the same lot, contact the Seller's offices.

Good supplied to distributors and to users by them

7.11 Non-conformities detected by end users on products supplied by distributors must be notified by the latter to the Seller according to the provisions of points 7.6 / 7.7 / 7.8 / 7.9 / 7.10.

Controversial examinations

7.12 If there is no technical agreement to resolve the dispute, it is necessary to proceed to a cross examination at a qualified organization or laboratory, to be agreed between the parties.

Definition of non-compliance

7.13 An ongoing dispute does not entail the resolution of the order and is also excluded any liability of the Seller for any direct and/or indirect damages suffered by the Buyer, except for the limit set by art. 1229 of the Civil Code. In the case of delivery with split deliveries, any complaints, even if timely, do not exempt the Buyer from the obligation to collect the remaining quantity of ordered goods.

If the disputes are unfounded, or to be charged to the Buyer's behavior, the Seller will charge the costs of the inspections, of any appraisals even of third parties and any other expense concerning the unfounded dispute, in addition to a minimum of 15% of the value of the returned goods as compensation for damages.

In the event of an unfounded dispute, the selling party has the right to return the disputed goods to the Buyer with all the charges for the latter.

Any complaints or disputes, raised both in the course of action and of exception, do not give the right to suspend payments.

In the event that the claims are found to be based on the verification of the non-conforming material carried out by the Seller's technicians, the Seller may, at its discretion and regardless of the Buyer's requests, opt for one of the following solutions:

- a) repair by the Buyer: the Seller's obligation is limited to the payment of restoration costs in the amount previously authorized by the same;
- b) repair by the Seller: the Seller's obligation is limited to restoring the good in accordance with the Order Confirmation. At the discretion of the Seller, the restoration can be performed by the Seller himself, at his own factory or in the place where the material is located, or by third parties also at their factory;
- c) replacement of the good recognized as non-compliant in the same place as the original delivery, subject to its return;
- d) good returned without replacement: the Seller's obligation is limited to the return of the amount originally paid by the purchaser for the material upon return of the same.

For special products and for orders based on specific needs of the purchaser, the Seller will arrange for the withdrawal and replacement of the non-conforming material, in the event that the Buyer clearly demonstrates that the characteristics of the product supplied do not correspond with those of the samples delivered, without any liability on the part of the Seller and therefore no obligation to pay compensation for any damage.

8. WITHDRAWAL

Withdrawal in B2B reports

8.1 The selling party may terminate the contract and/or modify the delivery terms, without in any way being obliged either to compensation or to indemnity payments for any damage suffered by the Customers, in the following cases:

- I. Non-fulfillment of payments by the Customer.
- II. Overcoming the internal award granted to the purchaser.
- III. Difficulties in the procurement phase of the products.
- IV. Changes to the contractual conditions after receipt of the order.
- V. Events of cause and/or force majeure, not attributable to the will of the Supplier, such as strikes of various kinds, natural disasters that may be imposed on the Supplier itself or on its sources of supply.
- VI. Inaccuracies or delays by the Customer in the order confirmation.
- VII. Bankruptcy, insolvency proceedings, protests, judicial procedures, ordinary monitoring, extrajudicial procedures against the Buyer

For the above reasons, Italcuscinetti Spa may request compensation for damages to the Customer, regarding points I - III - V.

End consumer withdrawal in B2C relations in the case of distance purchase contracts

8.2 Purchases made online or by telephone or by correspondence are governed by these General Conditions and by the Italian law on distance selling. Pursuant to art. 52 and s.s. of Legislative Decree 21/2014 (Consumer Code), the consumer customer (ie a natural person who purchases the goods for purposes not related to his professional activity, or without indicating a VAT number reference) has the right to withdraw from the contract of purchase for any reason and without explanation, under the conditions set out below. To exercise this right, the Customer must send a communication in this sense, by registered letter/fax/email, and/or using the appropriate withdrawal form in the attachment, within 14 (fourteen) working days from the date of receipt of the goods. The substantial integrity of the goods to be returned is an essential condition for exercising the right of withdrawal. It is however sufficient that the good is returned in normal condition.

Once the integrity of the returned Product has been verified Italcuscinetti Spa will refund the Customer the full amount paid for the Products referred to in the Purchase Agreement subject to withdrawal, no later than 30 (thirty) days from the return of the Products themselves.

Italcuscinetti Spa will reimburse the entire value of the order, or part of it if the withdrawal is partial, by bank transfer, or by other means specifically agreed between Italcuscinetti Spa and the Customer.

It should be noted that in accordance with current legislation, Italcuscinetti Spa will reimburse the Customer the amounts paid by the latter as the price of the Products. The Customer will bear the costs necessary for returning the Products subject to withdrawal to the Seller.

9. JURISDICTION AND REGULATORY RULES

Any dispute arising from the interpretation, application, execution, termination of the contract and/or the general conditions of sale, or related to them, will be the exclusive competence of the Court of Reggio Emilia, even in the case of connection of lawsuits.

For all matters not expressly provided or regulated in these sales conditions, Italian law applies.