

Società per Azioni Fratelli Citterio

General Terms and Conditions of Sale and Delivery

1. General

- 1.1 The contract including these General Terms and Conditions of Sale and Delivery ("GTCSD") shall be deemed to have been entered into upon receipt by Società per Azioni Fratelli Citterio ("Company") of the Company's written order confirmation ("conferma d'ordine") signed by the customer. The customer by entering into the contract, by accepting or performing its execution expressly acknowledges to have read and accepted the Company's GTCSD.
- 1.2 These GTCSD shall consequently automatically apply and be binding if referred to or declared applicable in the quotation or in the order confirmation irrespective of the same being expressly accepted or signed separately by the customer. Any term or condition suggested or proposed by the customer which are inconsistent or differ with these General Terms and Conditions of Sale and Delivery shall only be valid if expressly acknowledged and accepted by the Company in writing.
- 1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing.

2. Scope of Supplies and Services

The supplies and services ("the supplies") of the Company are exhaustively specified in the order acknowledgement and, as the case may be, in the appendices thereto.

3. Technical documents

Unless otherwise agreed upon in writing, brochures and catalogues do not constitute binding documents. Data provided in technical documents are only binding in so far as having been expressly stipulated as such.

4. Prices

Unless otherwise agreed upon, all prices shall be deemed to be net ex works (as per INCOTERMS® 2010), without any deduction whatsoever. Any and all additional charges, such as, but not limited to, VAT, taxes, freight charges, insurance premiums, fees for export, transit, import and other permits, shall be borne by the customer.

5. Terms of Payment

- 5.1 Payments shall be made by the customer at the Company's domicile according to the agreed terms of payment indicated in the order confirmation, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like
- 5.2 Any delay in the agreed terms of payment, shall render the customer liable, without the need of any formal notice to such effect, for interest with effect from the agreed date on which the payment was due at a rate equal to the relevant EUB rate

. increased by 7% according to art. 5 of Legislative Decree 231 of 2002 as subsequently amended. The Company reserves the right to claim further damages

6. Reservation of Title

The Company shall remain the owner of all supplies until having received the full payment in accordance with the contract.

7. Delivery Time

- 7.1 Delivery shall be effected as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled.
- 7.2 The Company undertakes to use its best endeavor to dispatch on an agreed delivery date, but shall not guarantee to do so in case of supervening events preventing it. Time of delivery shall however not be of the essence of the contract unless expressly so stated in writing.
- 7.3 The Company reserves the right of making partial deliveries and shipping with overages or underages of weight and/or quantity up to +/- 10%.
- 7.4 The customer shall be entitled to claim liquidated damages for delayed delivery in case of a fixed delivery term in so far as such term was expressly agreed by the parties in writing and it can be proved that the delay has been caused through the fault of the Company and that the customer has suffered a loss as a result of such delay. Damages for delayed delivery shall not exceed zero point five per cent (0.5%) for every full week of delay and in no event whatsoever exceed five per cent (5.0%) of the contract price of the part of the supplies in delay. No damages shall be due for the first two weeks of delay

8. Packing

Unless otherwise specified on order confirmation, packing shall be charged by the Company and should not be returned.

9. Warranty, Liability for Defects

- 9.1 Claims for alleged defects must be notified in writing to the Company with recorded proof of delivery within 8 days from discovery and in any event not later than 30 days from receipt by the customer of the supplies. The customer therefore expressly undertakes to inspect the supplies as soon as received at the shipping address and in any event within 30 days from receipt and to submit the same to all appropriate technical tests to verify qualities and performance on the short, medium and long term. Failure to do so and/or to claim the existence of defects within the maximum term of 38 days

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(30 +8) from delivery of the product (ex works) shall represent and constitute acceptance by customer of the supply and a waiver of any right to claim the existence of defects.

- 9.2 Upon written request of the customer, the Company may undertake at its sole discretion to repair or replace as quickly as possible any part of the supplies which, before the expiry of the warranty period, are proved to be defective due to material, faulty design or poor workmanship. In any event, the Company undertaking shall be limited to repair and replace the defective goods excluding direct or indirect damages.
- 9.3 The Company represents and warrants that the supplies and services will meet Company's specifications, to the extent that the Company was duly and timely informed of such specification, and makes no other representations or warranties either express or implied. Express warranties are only those which have been expressly specified in writing as such in the order acknowledgement or in the specifications. As far as permitted by law, the Company shall have no liability for any indirect or consequential damages and the customer shall have no other remedies except as set forth herein. In no event the liability of the Company to the customer shall exceed the price paid by customer for the defective part of the supply itself.
- 9.4 Under no circumstances the Company is liable for defects relating to supplies that have been resold, modified, treated by customer or incorporated by customer or by a third party as a part or a component of a different final product. The customer agrees and undertakes to hold the Company harmless from any claim or action brought by a third party (whether end-use or not) to which the customer has sold or resold the supplies in particular as part or component of a different final product incorporating the supplies or treated by the customer in any manner or way.
- 9.5 The customer is aware that product degradation might be caused by improper handling, storage and or exposure to temperatures that are inappropriate for the product or that may alter its qualities. The customer will therefore be liable for defects or mis-performance of the products which have been manufactured or resold by the customer with particular emphasis but not limited to the performance of the products exposed to certain variable climatic conditions.
- 9.6 All information supplied by or on behalf of Società per Azioni F.lli Citterio Spa in relation to its products, whether in the nature of data, recommendations or otherwise, is supported by research and/or experience and believed reliable, but Società per Azioni F.lli Citterio Spa gives no warranties of any kind, expressed or implied,

including, but not limited to, those of correctness, completeness, merchantability or fitness for a particular purpose and Società per Azioni F.lli Citterio Spa assumes no liability whatsoever in respect of application, processing, use of, or reliance on, the aforementioned information or products, or any consequence thereof, including but not limited to any infringement of the rights owned or controlled by a third party in intellectual, industrial or other property. Any information provided by Società per Azioni F.lli Citterio Spa does not release the user from the obligation to verify such information and to perform its own testing and analysis to determine the suitability of the products for the intended process, use or specific application. The user accepts all liability in respect of or resulting from the application, processing, use of, or reliance on, the aforementioned information or products or any consequences.

10. Events of Force Majeure

No failure by either of the parties in the performance of their obligations shall be deemed a breach of the contract or create any liability for damages if it results from a cause beyond the control of such party including but not limited to acts of God, laws, regulations, orders, or other actions of government, fire, storm, flood, accidents, strikes, shortage, or inability to obtain raw materials, fuel, power or transportation.

11. Jurisdiction and Applicable Law

- 11.1 The place of jurisdiction for both the customer and the Company shall be Milan (Italy). The Company shall, however, be entitled to sue the customer at the latter's registered address.
- 11.2 The contract shall be governed by the laws of Italy, with the express exclusion of the United Nations Vienna Convention on Contracts for the International Sale of Goods

12. Personal Data protection

According to the provisions and for the purposes of GDPR n. 2016/679 the customer authorizes the Company to treat its personal data

