

# General Sales Terms and Conditions - Pintex Srl

## 1) Definitions

For the purposes of these General Sales Terms and Conditions (hereinafter referred to as "Sales Terms"), the following terms shall have the meanings indicated below:

- «Seller/Company» means PİNTEX SRL or PİNTEX;
- «Customer/Buyer» means any company, agency or legal entity that purchases the Product from the Seller;
- «Contractors/Parties» means the Seller and the Customer jointly;
- «Product(s)» means the goods/products indicated in the quotation/offer under the document drawn up by PİNTEX;
- «Purchase Order» means each purchase proposal sent by the Customer to the Seller;
- «Trademarks» means all the distinctive signs used by the Seller to stand out in the market;
- «Sales Terms» means these General Sales Terms..

## 2) Validity of the Sales Terms

2.1. These General Sales Terms and Conditions regulate the Sales Terms and Conditions of the Products supplied by PİNTEX and can be downloaded in electronic format from the website [www.Pintex.it](http://www.Pintex.it)

2.2. No derogation from the text of the aforementioned Sales Terms will be effective unless expressly accepted and approved in writing by the Seller.

2.3. In any case, it is understood that any amendments and/or additions to these Sales Terms will be valid only for the specific purchase for which PİNTEX has intended to grant, as defined in the preceding point, the variation requested by the Customer.

2.4 Any uses and/or practices established between the Parties are not binding for PİNTEX.

2.5. In the event of discrepancies and/or conflicts between these Sales Terms and any Customer's Terms of Purchase, the General Sales Terms of PİNTEX shall prevail over the latter.

2.6. If one or more Sales Terms are deemed invalid, all other conditions shall remain in force.

## 3) General Terms and Conditions

- 3.1. All contracts between the Seller and the Customer are subject to the current Sales Terms.
- 3.2. Quotations and offers are not binding unless otherwise specified in writing.
- 3.3. In particular, the Seller reserves the right to implement any specifications on the Products marketed, if they are necessary, in order to comply with national and/or Community regulatory requirements.

## 4) Order and Conclusion of the Contract

4.1. The Customer's order constitutes a firm and irrevocable proposal in compliance with the Article 1329 of the Italian Civil Code and for it to be valid it must be given in writing and forwarded to the Seller. The sending of an order by the Buyer implies the simultaneous and full recognition, as well as knowledge and acceptance of these Sales Terms.

4.2. PİNTEX only accepts duly signed orders by the Buyer and issued in the following ways: (a) on the Buyer's letterhead, or (b) on the Buyer's fax or (c) confirmed by the Buyer with a stamp and signature on its official offer or (d) by email, by means of an attachment containing the characteristics referred to in letter a). Any telephone orders shall be accepted at the discretion of PİNTEX and shall not be considered binding for PİNTEX unless confirmed in writing.

The Customer's orders must indicate the order number, the exact indication of the Products, quantity, the place of destination and any further instructions for delivery.

4.3. The Contract shall not be considered concluded until the Seller has confirmed the acceptance of the Customer's order in writing or until the Seller has executed the processing of the order received, upon written notice to the Customer.

4.4. With the order acceptance by the Seller or with the beginning of the processing of the same, it shall no longer be possible for the Customer to request changes to the same order.

4.5. PİNTEX is free to modify and update its Sales Terms, including its price lists and offers, at any time.

4.6. Misprints, typos, and miscalculations in offers, order confirmations or invoices drawn up by PİNTEX, where recognizable under ordinary circumstances, shall never bind the Seller who reserves the right to count any differences at a later date.

## 5) Payment Terms and Conditions

5.1. The prices specified by PİNTEX in offers, order confirmations and invoices (and possibly the equivalent amount in another currency, where agreed) are based on the internal price list expressed in Euros, excluding VAT, in force on the day the order is confirmed, and according to PİNTEX assessments.

5.2. PİNTEX invoices are considered accepted if they are not disputed in writing by the Buyer within 10 (ten) days from their receipt, under penalty of forfeiture.

5.3. If technical changes to the Products ordered are necessary to the Customer and involve additional expenses for the Seller, the latter shall be entitled to obtain full payment by sending specific proforma invoice.

5.4. Unless otherwise agreed in writing, the price of the supply agreed in the individual order is understood to be ex-factory PİNTEX. The payment methods and the related terms are those previously agreed with PİNTEX in the individual order; the same must be executed only on the bank details indicated by the latter.

5.5. If the payment for the supply is deferred, it is understood that in case of late or non-payment of even partial amount granted by the Seller to the Customer, it will automatically forfeit the deferral benefit granted pursuant to Article 1186 of the Italian Civil Code and the Seller shall have the right to immediately claim the entire balance due.

5.6. In case of late or non-payment by the Customer of the supply subject of the contract, the Seller shall have the right to act without notice for the judicial debt recovery.

5.7. Payments from the Buyer may not be suspended or deferred for any reason or cause, not even in the event of disputes with the Seller. Any delay or irregularity in payment shall give PİNTEX the right to suspend supplies and/or terminate contracts and/or cancel orders in progress, even if not related to the relevant payment, as well as the right to compensation for any damages. From the payment due date, default interest will be automatically due to the extent provided for by Legislative Decree 192/2012.

5.8. Under no circumstances may the Buyer reduce or offset the price with any claims, however arising, against PİNTEX, unless prior written authorization from the latter. For the allocation of the payment, reference is made, in any case, to the provisions of Article 1193, paragraph 2 of the Italian Civil Code.

## 6) Retention of Title

6.1. The supply is carried out with the «retention of title» clause in favour of the Seller (Article 1523 et seq. of the Italian Civil Code) until full and effective payment or successful completion of any accepted effects.

6.2. The Customer, pending and until he has become the actual owner of the purchased Products, shall have the same with the utmost diligence, taking upon himself the storage obligations the law assigns in the cases referred to in Articles 1766 et seq. of the Italian Civil Code.

6.3. The Customer, in compliance with the right of retention of title as provided above in favour of the Seller, must refrain from implementing acts or behaviors such as to cause damage to the Products. The Seller shall also be entitled, upon mere verbal notice to the Customer, to access the premises where the supplied Products are located to allow them to be viewed and inspected.

6.4. Until it becomes its full owner, the Customer is expressly prohibited from transferring the supplied Products to third parties, binding them, offering them as a guarantee or implementing any arrangements on the goods, including their transfer to its own foreign offices or to third parties. Likewise, the Customer will be required to object to the retention of title in favor of the Seller in any compulsory and enforcement procedure where it could be involved and which, in any way, could cause injury to the Seller.

## 7) Shipping and Delivery

7.1. Unless expressly specified in writing, the delivery of the Products will be considered ex-works at the Seller's site in Novedrate (CO).

7.2. In the event of ex-works shipping or other delivery in which the choice of the carrier is responsibility of the Buyer, it shall be the Buyer's responsibility to bring to PİNTEX plant only appropriate means of transport and of suitable capacity, in excellent condition and suitable for the type of transport required. In the event of a vehicle deemed unsuitable by type and capacity by PİNTEX, or for another reason that does not allow it to circulate safely, the latter shall be deemed authorized, for obvious safety reasons, not to proceed with the loading, expressly renouncing the Buyer to raise any dispute in this regard.

7.3. Whatever the type of transport agreed, it shall be the Buyer's obligation to send the shipment only to qualified carriers, duly registered in the "National Association of Hauliers" (Albo Nazionale degli Autotrasportatori), or if not Italian, holding a Community license or other equivalent valid transport authorization. The Buyer acknowledges that PİNTEX, before proceeding with the loading, shall have the right to verify the suitability of the documentation related to the transport vehicles, the driver's license as well as the regularity of the documentation related to the vehicle: if irregularities are found, PİNTEX is authorized not to proceed with the loading, expressly renouncing the Buyer to raise any dispute in this regard.

7.4. The loading operations of the vehicles sent by the Buyer must only be carried out by the Buyer's personnel with their own equipment; PİNTEX shall limit itself to placing the goods, regularly packed and put onto pallets, beside the tail lift. In no case, and even where its own staff collaborates in loading operations, PİNTEX may assume the status of shipper and therefore be called upon to respond in the event of a claim, damage to the goods, loss, wetting, crushing occurring during transport, all cases of damage to the goods being the sole responsibility of the Buyer and the carrier appointed by the Buyer, regardless of the agreed mode of transport.

7.5. Any insurance coverage on the goods being shipped and transported by the Buyer shall be borne exclusively by the latter, as PİNTEX is not subject to that burden, unless specifically agreed with the Buyer.

7.6. Any indication specified by the Seller about delivery times is intended to be only provisional and the delivery times are expressly agreed with the "barring unforeseen circumstances" clause. The terms are intended to be in working days starting from the date of conclusion of the individual sale; any amendment or addition of the order requested by the Buyer may result in a new beginning of the time limits and in an issuance of a new order confirmation.

7.7. The Seller shall not be held responsible in the event of delays in deliveries due to unforeseeable circumstances or force majeure, for example but without any limitation: government orders, strikes and worker's unrest, lock-outs, insurrections, delays in the delivery of raw materials or other circumstances that are not within the normal control of the Seller. None of the events specified above shall authorize the Customer to cancel the contract and the delivery terms shall be extended accordingly.

## 8) Responsibility of the Manufacturer; Transfer of Risk and Notice of Defects

8.1. The Products marketed by PİNTEX are manufactured in compliance with the regulations in force in Italy and in the European Union; any specific technical requirements must be previously agreed in writing between the Parties and the Buyer

assumes the whole risk of any discrepancy between the Italian regulations and those of the country of destination of the products, thereby indemnifying the Seller.

8.2. PİNTEX may be held responsible for damage to persons or property, caused by the sold Products only in the event of its proven gross negligence during the production of the same Products; in no case may it be held responsible for indirect or consequential damages, such as but not limited to losses, production stops or loss of profit.

8.3. Notwithstanding the foregoing, the Buyer shall hold back PİNTEX in all actions of third Parties based on liabilities arising from the products sold to them and shall compensate the damages arising from the relevant claims.

8.4. The risk on the goods shall be transferred to the Customer immediately after the delivery of the Products to the same Customer or to the appointed carrier.

8.5. Any discrepancies in the quantity of delivered goods compared to the order shall not give the right to terminate the contract or suspend payments, but only to supply integration with missing products.

8.6. In any case, any defect and/or discrepancy must be reported by the Buyer to the Seller by written notice by registered mail with return receipt or by certified email, under penalty of forfeiture, no later than 8 days from receipt of the Products. It is understood that any claim or dispute shall give the Buyer no right to suspend or delay payments for the related Products nor of any other supplies with pending payments.

8.8. The return of goods must in any case be authorized by the Seller.

8.9. The Buyer undertakes not to use any defective products and to report, without delay, any disputes by third parties of which it has become aware.

## 9) Non-compliance

9.1. The Buyer shall proceed to the whole payment of the goods by the due date and in accordance with the payment terms agreed by the Seller in its written acceptance of the order.

9.2. In the case of late payment, the Seller shall automatically charge the default interest accrued pursuant to Legislative Decree 231/2002 as amended by the subsequent Legislative Decree 192/2012.

9.3. The Buyer shall not be entitled to withhold or delay payments of any amount due to the Company or to exercise any right to offset payments in any manner.

## 10) Changes and Innovations

10.1. The Supplier reserves the right to make any technical and/or aesthetic enhancements and improvements to the Products that, while maintaining the basic specifications of the goods supplied and their usability according to the order requirements, make their operation safer and easier.

## 11) Service and Warranty

11.1. Notwithstanding Articles 1490 et seq. of the Italian Civil Code and unless otherwise agreed in writing between the Parties, PİNTEX guarantees that its Products are free from defects for a period of 12 (twelve) months, starting from the date of delivery to the carrier. The goods under warranty must be sent ex-works by the Buyer at the PİNTEX headquarters for replacement and/or repair; once replaced and/or repaired, the goods shall be made available to the Buyer for collection always ex-works at the PİNTEX plant.

11.2. If action on Products under warranty is needed by PİNTEX, the same must be sent by the Buyer at the latter's headquarters.

11.3. The warranty shall not apply to those products whose defects are due to: (i) damages occurred during transport; (ii) negligent or improper use of the same by the Customer; (iii) incorrect storage of the Products; (iv) incorrect installation of the Products carried out by the Buyer.

11.4. Upon arrival at destination of the shipment, the Buyer must proceed with the quantitative and quality check. In the event of apparent defects, the Buyer must express reserve to the carrier. Following the reserve, the Buyer must report, under penalty of forfeiture, to PİNTEX the presence of the defects or faults found within 8 (eight) days from delivery, or within 8 (eight) days from discovery in case of hidden or undetectable defects by a person of average diligence and in any case no later than 30 (thirty) days from delivery.

11.5. Complaints must be made in writing and must indicate in detail the disputed defects or non-compliance as well as references to the relevant invoice or delivery note or PİNTEX order confirmation. In addition, at the request of PİNTEX, appropriate photo documentation must be attached to the complaints. Incomplete complaints shall have no legal effects.

11.6. In any case, the Buyer shall not be able to enforce the warranty rights towards PİNTEX if the price of the Products has not been paid under the agreed conditions and terms, even if the non-payment of the price under the agreed conditions and terms refers to Products other than those for which the Buyer intends to enforce the warranty. The payment, even after the deadline, shall entail the resumption of the warranty terms until its original maturity.

11.7. PİNTEX shall not be held responsible for any damage arising from and/or connected to Product defects. In any case, PİNTEX shall not be held responsible for direct or consequential damages of any kind such as, by way of example, compensation for damage, production stops, loss of profit, etc.).

11.8. If the Seller has authorized the return, in whole or in part, the goods must always be returned promptly in the same conditions of supply, free of damage, signs of wear or tampering or any other condition not present at the time of delivery. All costs for the return of the goods are the sole responsibility of the Buyer.

## 12) Termination of Contract

12.1. Excluding cases of wilful misconduct or gross negligence, under no circumstances shall the Supplier be liable for personal injury or damage to property resulting from the use of the supplied Product. Such liability shall not be in any case extended to indirect, unforeseeable damages and in any case to damages other than those covered by the product warranty.

12.2. The Seller reserves the right to withdraw from the contract and/or the individual order if the Seller becomes aware of circumstances that question the Buyer's solvency for the payment of the price within the agreed terms.

## 13) Industrial and Intellectual Property

13.1. The purchase of the Products and their direct or indirect use shall not give rise to any transfer for the Buyer to any industrial or intellectual property right on sold Products, which shall remain the Supplier's right.

13.2. PİNTEX shall provide, together with the Product, any technical documentation that it deems necessary or that has been previously agreed with the Buyer, inherent to the Product and in accordance with the provisions of the relevant legislation.

## 14) Governing Law and Jurisdiction

14.1. The conclusion of the contract – and in particular the agreement on the jurisdiction and the inclusion of these general sales conditions – as well as the rights and obligations of the Parties – pre-contractual liability and ancillary obligations included, and its interpretation are governed exclusively by these Sales Terms, by the Italian Civil Code.

14.2. The Italian Judicial Authority and in particular the Court of Monza shall have exclusive jurisdiction over any dispute related to conclusion, validity, interpretation, execution and termination of the supply and contractual relationship arising under these Sales Terms, as the Parties agreed to exclude any other possible jurisdiction.

## 15) Confidentiality

15.1. The Buyer undertakes to keep confidential and not to disclose to third parties, where this is not strictly necessary for the legitimate use of the purchased goods, any information or technical data related to the same Products, as well as any administrative or commercial information related to the sales contract of the same goods (price, payment terms and warranty, etc.).

## 16) Processing of Personal Data

16.1. Any personal data provided or collected through the operations that shall be carried out by the Buyer shall be subject to the provisions and regulations of current legislation on privacy protection pursuant to Legislative Decree n. 196/2003 and its possible amendments and additions, including the GDPR.

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