

# TERMS AND CONDITIONS OF SALE

## 1. General Provisions.

- a. The following terms and conditions (the "General Terms and Conditions of Sale") form an integral part of the contracts concluded between the Seller and the Buyer for the supply of the Seller's products (the "Products").
- b. The General Terms and Conditions of Sale apply to all transactions concluded between the Seller and the Buyer without the need for an express reference to them or a specific agreement to that effect at the conclusion of each individual transaction. Any different conditions or terms shall only apply if confirmed in writing by the Seller.
- c. The Seller reserves the right to amend, supplement or vary the General Terms and Conditions of Sale by attaching such variations to offers or any correspondence sent in writing to the Buyer.

## 2. Offers and Orders.

- a. The Seller's offers are not binding, particularly with regard to quantities, prices and delivery terms.
- b. Orders placed by the Buyer shall not be deemed accepted until they have been confirmed in writing by the Seller. If the Seller does not provide written confirmation of a verbally negotiated order, the issuance of the invoice by the Seller or the execution of the order by the Seller shall be deemed confirmation.
- c. Orders and/or changes to orders placed verbally or by telephone must be confirmed in writing by the Buyer. Otherwise, the Seller assumes no liability for any errors or misunderstandings.
- d. The order confirmation is considered accepted in its entirety after 7 days from the date of submission without receipt of acknowledgement. Any subsequent objections may not be taken into account.

## 3. Prices and Terms of Payment.

- a. The Prices of the Products do not include VAT, which must be paid at the time of delivery or in accordance with the specific provisions stated on the invoice.  
List prices have the same validity as the price list itself; prices relating to our verbal or written offers may not be valid for more than thirty (30) calendar days, unless otherwise specified by us in the offer. In any case, the prices displayed or communicated may vary without notice due to sudden changes in the cost of raw materials, production costs or labour costs for products manufactured by us. Therefore, it is incumbent on the customer to request up-to-date quotations when ordering.
- b. Taxes, duties, packaging, shipping, customs document fees are not included in the prices but quoted separately.
- c. In addition to other remedies permitted by applicable law or by these General Terms and Conditions of Sale, the Seller reserves the right to charge interest on late payments from the date on which the right to payment has accrued, calculated at the official reference rate of the European Central Bank increased by 7 (seven) points.
- d. If the Buyer fails to make payment on the terms and in the manner specified by the Seller or if the Buyer's business is conducted other than in accordance with the ordinary course of business, or if payments are delayed or insolvency proceedings are applied for or instituted, the Seller shall have the right at its own discretion to suspend or cancel further deliveries and to declare any claims arising from the business relationship as immediately due. Furthermore, the Seller may in such cases require advance payments or a security deposit.
- e. If advance payment is due when the goods are ready, the Seller shall send a proforma Invoice when the goods are ready. Within 60 days of the proforma date, the Buyer shall pay for the goods and arrange collection. If payment is not made the order shall be deemed cancelled, unless other arrangements are previously agreed to in writing with the Seller.
- f. The Buyer shall have no right to make any offset, retention or reduction unless its claim to that effect has been finally and legally upheld.

#### **4. Delivery Terms.**

- a. Unless otherwise agreed to in writing, any delivery period is intended as indicative and is not binding on the Seller. Unless otherwise agreed to by the parties, the indicative delivery period is the period specified in the order confirmation.
- b. The Seller reserves the right to reasonably make partial deliveries, unless specifically requested in writing by the Buyer.
- c. Any liability for delivery resulting from force majeure or other unforeseeable events not attributable to the Seller, including without limitation strikes, lockouts, government regulations, subsequent blocking of exports or imports, in consideration of their duration and scope, shall release the Seller from the obligation to meet any agreed delivery deadline.

#### **5. Terms for Collecting Ready Materials.**

- a. Unless otherwise specified in the order, delivery is to be considered FCA (FREE CARRIER) so all costs due to transport are to be considered borne by the Buyer.
- b. The Seller agrees to make the packed PRODUCTS available in its factory, provided that the terms of payment and/or provision of bank guarantees have been complied with in accordance with the terms and conditions agreed to in the order.
- c. The Buyer reserves the right to appoint a forwarding agent/carrier and arrange for collection within 60 working days of the notice of readiness transmitted in writing by the Seller, unless agreed to otherwise in writing in advance.
- d. If the Buyer fails to appoint a forwarding agent/carrier within the aforementioned time period or the forwarding agent or carrier appointed by the BUYER fails to take delivery of the PRODUCTS in a timely manner, the Seller shall at its sole discretion unpack the contents of the shipment and cancel the document, recalculating a new delivery date for the material in the order that has not been picked up.
- e. In the case of intra-Community and extra-Community shipments, the Buyer must provide the Seller with the documentation requested at the following link: <https://www.oleodinamicaborelli.it/etichettatura-ambientale-e-condizioni-general/>

#### **6. Withdrawal and Return.**

- a. The Buyer may exercise the right of withdrawal:
  - i. On orders of standard products yet to be fulfilled within one week of the expected delivery date (if not yet actually made);
  - ii. Withdrawal is not permitted for custom orders made on request, unless previously agreed to in writing.
- b. The Seller is not obliged to accept returns of products that do not fall under the categories that provide for this possibility (non-conforming product) unless expressly agreed to in writing. Any costs incurred for this purpose shall be borne by the Buyer.
- c. The return of non-conforming products must be requested in writing and carried out according to the procedures set out in the document at the following link: <https://www.oleodinamicaborelli.it/etichettatura-ambientale-e-condizioni-general/>

#### **7. Duty of Inspection and Acceptance of the Products.**

- a. Upon taking delivery of the Products, the Buyer shall immediately:
  - i. Check the quantities and packaging of the Products and record any objections;
  - ii. Perform a check of the Products' evident conformity with what is indicated in the order confirmation and record any evident discrepancies.
- b. In the event of discovery and notification of defects, the Buyer shall comply with the following procedures and deadlines:
  - i. The relevant communication shall be given within 7 (seven) working days after the Buyer has taken delivery of the Products. If the complaint relates to a defect that remained concealed despite initial inspection, the complaint shall be made at the earliest by the end of the business day the defect was discovered, and in any event no later than 6 (six) months after taking delivery of the Products;
  - ii. A detailed communication must be provided to the Buyer in writing within the above time limits. Any communication made only by telephone shall not be considered valid or sufficient.
  - iii. The notice must clearly specify the type and amount of the defects found;
  - iv. the Buyer shall agree to make the disputed Goods available for inspection; such inspection shall be carried out by the Seller or, if necessary, by an expert appointed by the Seller.

- c. No objection with respect to the quantity, quality, type and packaging of the Products may be made except by written communication by email in the form of a non-conformity report, in accordance with the above procedure.
- d. Any Product for which no objection has been raised in accordance with the above procedures and terms shall be deemed approved and accepted by the Buyer.

## **8. Warranty Terms.**

- a. The commercial warranty of the products is valid for 2 years from the time of delivery of the goods or from the time of full restoration by the Seller.
- b. The Seller warrants that the Products are free from defects and conform to the **technical specifications**.
- c. The warranty applies only to products used according to the specifications in the environment and for applications consistent with the specifications declared by the Seller. Any improper use is prohibited.
- d. The warranty shall be invalid if the defect or fault is due to incorrect or improper application of the product, or if the product is put into service in a non-conforming manner. Any disassembly, modification or replacement of parts of the product not authorised by the Seller shall release the manufacturer from civil and criminal liability, and shall in any case render the warranty null and void.
- e. The warranty does not cover parts subject to normal wear.

## **9. Limitation of Liability.**

- a. Except in cases of justified objection raised in accordance with paragraph 7 above, the Buyer shall have no further right or remedy. Specifically, the Seller shall not be liable for any compensation claimed for breach or non-performance of contract, for any direct damage or loss of profit sustained by the Buyer as a result of the use, non-use, or installation of the Products in other products, except in the cases covered by the warranty set forth in paragraph 8 or in the event of wilful misconduct or gross negligence on the part of the Seller.
- b. The Seller shall do everything in its power to deliver the Products within any agreed terms, but in no event shall the Seller be liable for any damage directly or indirectly caused by the late performance of a contract or by the late delivery of the Products.
- c. Catalogues, price lists or other promotional material of the Seller are only an indication of the types of Products and prices, and the indications therein are not binding on the Seller. The Seller assumes no liability for errors or omissions in its price lists or promotional materials.
- d. The Products delivered shall remain the full property of the Seller until the date on which the Buyer has paid the full price thereof and all sums due to the Seller. Until such time, the Buyer shall hold the Products as trustee of the Seller and shall keep the Products properly stored, protected and insured.

## **10. Intellectual Property**

- a. The Customer expressly acknowledges that the trademarks, trade names or other distinctive signs affixed to the goods are the exclusive property of Oleodinamica Borelli and may not be altered, modified, removed or deleted in any way. The Customer has the limited right to use the trademarks, trade names or other distinctive marks, as well as any other industrial property rights or production and commercial know-how incorporated in the goods and which remain the exclusive property of Oleodinamica Borelli, for the sole and limited purpose of reselling the goods to the public. Any other use of Oleodinamica Borelli's intellectual property by the Customer, unless expressly granted by Oleodinamica Borelli itself in writing, shall be deemed to be an infringement by the Customer of the aforementioned exclusive rights of Oleodinamica Borelli, including from the standpoint of contractual liability, and as such shall be properly prosecuted.
- b. Documents, drawings, data and information (whether on paper or in electronic form) that may be delivered to the Customer remain the exclusive property of Oleodinamica Borelli and provide support for a better representation of the Product and are indicative of the performance of the Product itself. The Customer agrees not to reproduce them, not to disclose them to third parties and also to take appropriate precautions with regard to its own personnel in order to ensure their protection.

## 11. Personal Data Processing.

The Buyer's personal data shall be processed in accordance with the General Data Protection Regulation (EU 2016/ 679) <https://www.oleodinamicaborelli.it/informativa-clienti-e-fornitori-2>

## 12. Applicable Law.

- a. If the Buyer is a subject of Italian law, these General Terms and Conditions of Sale and all contracts concluded by the latter with the Seller shall be governed by Italian law.
- b. Conversely, if the Buyer is a person of a nationality other than Italian, these General Terms and Conditions of Sale and all contracts entered into by the latter with the Seller shall be governed by the 1980 Vienna Convention on Contracts for the International Sale of Goods.

## 13. Jurisdiction.

- a. Any dispute arising between the parties as a result of the interpretation, validity or execution of these General Terms and Conditions of Sale and the relevant contracts entered into shall be subject to the exclusive jurisdiction of the Court of Reggio Emilia.
- b. It is understood by the parties that only the Seller shall be entitled at its own discretion to waive the exclusive jurisdiction of the court referred to in paragraph (a) above to sue the Buyer at its domicile and at the court having jurisdiction there.

## 14. Final Provisions.

- a. **The invalidity in whole or in part of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions.**
- b. These General Terms and Conditions of Sale are drafted in two languages, Italian and English. In the event of any doubts of interpretation, the Italian version shall prevail. Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Buyer specifically approves the provisions hereunder: Art. 1 – General provisions letter b); Art. 3 – Prices and terms of payment letters d) & f) ; Art. 3 - Prohibition of compensation, withholdings or reductions; Art. 4 - Delivery terms; Art. 7 - Duty of inspection and acceptance of products; Art. 9 - Limitation of liability letters a) b) c) d); Art. 12 - Applicable law; Art. 13 - Jurisdiction.