

GENERAL TERMS AND CONDITIONS OF SALE (Europe)

(Valid from 01/07/2022)

Clause 1: Application

These General Terms and Conditions of Sale shall apply to any Sale contract between **COMIPONT S.P.A.** and the Costumer. Any amendment or change to these General Terms and Conditions of Sale shall be valid and enforceable between the parties only if agreed upon in writing and will remain in force for those parts which were not explicitly derogated. Any General Conditions of Purchase of the Customer shall not be applied to any sale nor will invalidate these General Terms and Conditions of Sale, which will therefore prevail over any General Conditions of Purchase of the Customer.

Clause 2: Contract

The Customer approval of an offer issued by **COMIPONT S.P.A.** or the issuance of a purchase order to **COMIPONT S.P.A.**, by any transmission means, automatically imply the application of these General Terms and Conditions of Sale and represents the Customer's waive to the application of its own General Conditions of Purchase, whether general or specific. Offers made by sales agents and representatives of **COMIPONT S.P.A.** shall in no way bind the latter until its written confirmation. Price offers issued by **COMIPONT S.P.A.** will keep in force for a period of 30 days from the date of issue and are limited to the products (for codes and quantities) indicated in the offer. Upon expiry of the said period, the offer will cease to be valid.

Clause 3: Technical Data and Documents of the Supplied Goods

Any information about weight, dimensions, colors and other data concerning the goods supplied and mentioned in the catalogue, in the price list or other documents issued by **COMIPONT S.P.A.** are indicative and not binding unless otherwise indicated in the sale offer or in the order confirmation. **COMIPONT S.P.A.** reserves the right to modify the products, at any moment, in order to improve their performance, with previous communication to the Customer where they are significant modifications.

Clause 4: Discounts

In case of advance payments no discount will be applied.

Clause 5: Prices and Terms of Payment

The prices of the products result from the price lists of **COMIPONT S.P.A.** which is in force at the time of the signature of the offer or by the order confirmation issued by **COMIPONT S.P.A.**. **COMIPONT S.P.A.** reserves the right to modify in any moment the price list in force, with previous written communication to the Customer, in the event of any rise in manufacturing costs.

Prices are always FCA (INCOTERMS® 2010) **COMIPONT S.P.A.** warehouse in Porzano di Leno (BS), except where otherwise written agreements between the parties exist, and are indicated free of all duties, taxes and other charges. Therefore, they will be increased of the VAT rate and other taxes that may apply, as well as, in case of an existing one, of the agreed shipping fees. **COMIPONT S.P.A.** reserves the right to modify its price list at any moment. Nonetheless, it commits to invoice the ordered goods at the prices states in the order confirmation.

Payment shall be made following the instructions given in the sale offer or in the order confirmation and shall be made directly to **COMIPONT S.P.A.**. Unless otherwise agreed, payment will have to be made in Euro.

Payment of the orders may be settled by one of the following methods:

- by Cheque;
- by Bank Transfer;
- by Letter of Credit;
- by Cash Against Documents.

The payment option will be agreed in phase of the order.

Clause 6: Late payment

Default of payment, partial or complete, by the due date agreed upon in the order, will entitle **COMIPONT S.P.A.** to:

- a) suspend any other delivery due to the Customer;
- b) modify conditions for payment and discounts for future deliveries;
- c) demand, from payment deadline and without any need for formal notice, the interest on the amount owed, to the default interest rate for commercial transactions ((in particular, the D.lgs. 231/2002 and subsequent amendments). In any case, **COMIPONT S.P.A.** reserves the right to claim for all damages and/or liabilities which may fall on the same.

Clause 7: Retention of Title

The product supplied shall remain in the property of **COMIPONT S.P.A.** until the date of the full payment by the Customer.

Clause 8: Terms of Delivery

Unless otherwise agreed, the delivery of the products shall be FCA (INCOTERMS 2010®) from **COMIPONT S.P.A.** warehouse in Porzano di Leno (BS). Accordingly, risk will pass to the Customer at the time of delivery of the goods to the carrier designated by the latter.

Delivery time indicated at Order Confirmation must be regarded as merely indicative and shall not be considered as compulsory. Therefore, any reasonable delay in the delivery of the goods will not entitle the Customer to:

- request the reimbursement of damages;
- delete the order.

All transport risks are borne by the Customer.

In case of missing goods at delivery, the Customer must indicate all necessary reservations upon receipt. These reserves shall be, furthermore, confirmed in writing by registered mail within 5 days after receipt.

Clause 9: Justifiable Delivery Delay

COMIPONT S.P.A. will not be held responsible for failure to comply with its contractual obligations to the extent that such failure was caused, directly or indirectly, by:

- a) for reasons that are not the company's fault and/or act due to force majeure, within the meaning of the clause ICC 2003 (ICC Force Majeure clause);
- b) any act or omission of the Customer, including the lack of communication of information necessary for the execution of the supply;
- c) failure of the Customer to meet the agreed payment terms;
- d) inability to obtain raw materials, elements or services necessary to the execution of the processes and the supply of the goods.

Should any of the above presumptions arise, **COMIPONT S.P.A.** must give notice to the Customer, indicating the causes of the possible delay and the new predicted delivery date. Should the delivery be caused by actions or omissions of the Customer, **COMIPONT S.P.A.** will be entitled to a proportionate review of the price.

Clause 10: Terms of Warranty

COMIPONT S.P.A. ensures the correspondence of any finished product, in quality and type, to the sale order and the lack of faults which could render them unfit for the intended use, or of design or construction defects ascribable to **COMIPONT S.P.A.** This Warranty shall not be valid in case of fair wear and tear of products and for the parts which are subject to rapid and constant wear. The operability of this Warranty is conditional to the full payment of the goods. Unless otherwise agreed in writing, the Warranty shall be valid for a period of 12 (twelve) months from the date of delivery.



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Trib. BS Reg. Soc 26542 · Cap. Soc. i.v. € 568.000,00 · SDI: T04ZHR3



The validity and effectiveness of this Warranty is conditional upon the correct storage and use of the products. The Customer is required to check the goods at the time of delivery and to give notice of apparent defects within 8 days from delivery date, and before each use. Possible hidden defects in the operation shall be notified within 8 days since their discovery and, in any case, within the 12 months of the Warranty validity. Each claim shall be submitted in writing to **COMIPONT S.P.A.** by mail with advice of delivery, or courier with acknowledgement of receipt, within the above mentioned 8 days' time, indicating in details any defects or non-conformity. Should the Customer make the inspection of the goods impossible, or fail to return it within 10 days from the request, the Warranty will automatically terminate. Following the presentation of a regular fault report by the Customer and the verification by **COMIPONT S.P.A.** of the existence of the said fault, **COMIPONT S.P.A.** will be entitled to choose between the following options: a) repair any defective Goods; b) supply to the Customer site (without any additional expenses to be borne by this latter) goods of the same type and in the same quantity; c) issue a credit note to the Customer for an amount equal to the value indicated on invoice for the returned goods. In these cases, **COMIPONT S.P.A.** shall be entitled to demand the return of the goods, which will return of its property. Unless otherwise agreed by the Parties, all expenditure related to the intervention and the technical support by **COMIPONT S.P.A.** shall be borne by the latter. If the defects noted shall not be attributable to **COMIPONT S.P.A.**, the costs of repair and replacements shall be borne by the Customer. This Warranty excludes any other responsibility of **COMIPONT S.P.A.** caused by the goods provided; more specifically, the Customer shall not be entitled to claim further damages and in no event **COMIPONT S.P.A.** shall be held responsible for indirect damages or any other damage. Only the invoice issued to the Customer will be considered as valid proof of purchase for Warranty purposes.

COMIPONT S.P.A. responsibility shall not, in any case, exceed the value of the goods to which it refers. Under no circumstances, **COMIPONT S.P.A.** shall be held responsible of the lost profit, or the non-use, even if partial, of the goods.

Clause 11: Confidentiality

The Customer agrees to treat information/technical data/drawings/know-how/documents provided by **COMIPONT S.P.A.** as confidential material and undertakes to limit their use exclusively for the purposes related to the execution of the contract. Confidential information/documents could be reproduced only with the agreement of **COMIPONT S.P.A.** and each copy reproduced shall be returned to **COMIPONT S.P.A.**, if requested.

The provisions listed above shall not apply to information that: a) are in the public domain or becomes of public domain through no fault of the Customer, of its employees or its collaborators; b) were already owned by the Customer before they were submitted by **COMIPONT S.P.A.**; c) were disclosed by sources which are not subject to the same restrictions to which the Customer is subject.

Clause 12: Prohibition of contract transfer - Miscellaneous



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The assignment to a third party of the Customer’s right and obligations flowing from the contract is not permitted without the consent of **COMIPONT S.P.A.**.

COMIPONT S.P.A. has the right to transfer to third parties, at any time, the credit generated by the contract, upon written notice to the Customer.

Invalidity (full or partial) of one or more clauses of these General Terms and Conditions of Sale shall have no effect on the remaining clauses. It is meant that the possible tolerance to these General Terms and Conditions of Sale cannot, in any case, be deemed as a waiver of any right and/or faculty to them related or associated.

Clause 13: Jurisdiction and Applicable Law

These General Terms and Conditions of Sale and relative supply contracts will be governed by the Vienna Convention, 1980, on the International Sale of Goods and, where not applicable, by Italian Law.

Any dispute arising from the present General Terms and Conditions of Sale and from the related contract of supply will be settled by one arbitrator under the Rules of Arbitration of the International Chamber of Commerce (ICC). The language to be employed during arbitration is English. **COMIPONT S.P.A.** is always entitled to bring any dispute, as alternative Court, to the judicial authority which is competent according to the relevant rules of private international law that may apply.

I agree with these General Terms and Conditions of Sale which have been published on the website www.comipont.it and referenced in the Order Confirmations.

Date.....

Customer signature

Pursuant to and owing to art. 1341 and art. 1342 of the Italian Civil Code, I declare to accept all the conditions in these General Terms and Conditions of Sale and to have particularly considered what herein set out. I specifically approve the contents of the following clauses: 6 – Late payment; 7 – Retention of Title; 8 – Terms of Delivery; 9 – Justifiable Delivery Delay; 10 – Terms of Warranty; 12 – Prohibition of contract transfer - Miscellaneous; 13 – Jurisdiction and Applicable Law.

Date

Customer signature