



GENERAL TERMS OF SALE

1. Supply governing rules

- 1.1 Any supply is governed by agreements and terms held in the supply specifications and sales terms, which are to be completed and integrated by any specific additional communication by the Seller to the Buyer. Additional terms to the Order Confirmation replace the present general supply specifications and sales terms, should they not be compliant to this one.
- 1.2 Any possible additional communication, written or oral, to the present general supply specifications and sales terms and/or to the Order Confirmation by the Buyer (such as offer requests and/or orders) are only to be considered a further implementation and execution of the sales and supply terms. Any clause and/or term held in the order are not valid and applicable and it is not binding for the Seller if not included in the Order Confirmation. However the Seller reserves itself the right not to accept any order, at its sole discretion.
- 1.3 The Order Confirmation must include the product description, and mainly the type of material, its quantity and/or weight, delivery and shipping terms, prices and payment terms. Weights, sizes and nominal quantity of any product coming from the Order Confirmation are not binding, taking operating tolerance into account according to norm UNI EN 10278 last edition, if nothing others is specified in the order. The tolerance allowed on the weight is +/- 10% of the weight required.
- 1.4 The Order Confirmation is to be forwarded from time to time following the order by fax and/or by mail. The Order Confirmation is accepted by the Buyer if not contested within five days from forwarding.
- 1.5 Should the Seller decide, at its own discretion, not to accept orders from the Buyer, not only occasionally (in compliance with point 13 of the supply specifications and sales terms) but for specific and long-term time periods, the Seller is entitled to cancel any supply, after duly informing the Buyer in writing. In any case no prejudice to the Seller disclaimer (refer to point 11 of the present supply specifications and sales terms) during the outstanding suspension time period.

2. Price and payment terms

- 2.1 The Product will be invoiced at the same price specified on the Order Confirmation. The payment terms is 60 (sixty) days from the invoice date by withdrawal of bank receipt, subject to different agreements. The payment is to be made at the Seller registered office.
- 2.2 The Seller is entitled to cancel any supply, after duly informing the Buyer through communication send by registered mail with return receipt, subject to compensation for damage, or to ship the Product to the Buyer address, at the entire Buyer cost, charge and expense, in the following cases:
 - I) Should fifteen (15) days elapse, from the communication that goods are ready to be shipped or tested, without the Buyer collecting the Product;
 - II) Should the Buyer plants and/or warehouse be not ready to receive the goods;
 - III) Should the Seller plants and/or warehouse be not able to ship the goods because no instruction was given by the Buyer.
- 2.3 In case of failing, partial and/or delayed payment, delay interests will accrue in the measure fixed by legislative decree 231/02 and this will be automatically without necessity of injunction or being in arrears.
- 2.4 No payment or incorrect payment, or anyhow any delayed payment entitles the Seller to change any payment term for future supplies, as well as to cancel any supply, and however taking the entire debt into account, to cancel any agreement by due notice to the Buyer through communication send by registered mail with return receipt, subject to compensation for damage.
- 2.5 Any time, according to the Seller, any Buyer general financial condition is such that it can jeopardize the invoice payment, the Seller is entitled to immediately cancel any supply and relating agreement.

3. Delivery and Product ownership

- 3.1 The Buyer is only to be considered the unique product owner when he entirely settled and paid the Seller invoice, but he will be liable for any risk relating to the Product, including its accidental expiry, since Product delivery to the agreed destination. Since delivery, the Seller will no longer liable for the Product.
- 3.2 The condition of delivery is ex works. It would be possible to make the deliveries to the customer and the cost of transport will be invoiced separately.

4. Product specification

- 4.1 All types of steels are produced and supplied with a superficial quality complying to the one indicated in the norm UNI EN 10277 last edition, according to class 1 unless otherwise agreed during the order.
- 4.2 The products are delivered with certificate 2.2 free of charge otherwise with certificate 3.1 beyond payment according to UNI EN 10204 last edition.

5. Packaging

- 5.1 The Seller will be liable for packaging according to the standards. The Seller however is no longer liable for losses or damages, which do not depend on its own fraud or default and do not directly depend on its wrong behaviour.
- 5.2 For special types of packaging, the extra price indicated in the price list, where indicated, or in the Order Confirmation will be charged to the invoice.



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6. Delivery terms

- 6.1 Completion, testing, shipping or delivery terms, as specified on the Order Confirmation are not binding and not subject to any warranty.
- 6.2 In compliance with the fact that terms are not binding, as in previous point 6.1, the Seller is not liable for damages directly or indirectly depending on delayed execution or delayed or missed delivery of the Product. Possible delays by the Seller never lead to any compensation for damage or cancellation of the supply.
- 6.3 Exceptional circumstances or causes beyond the Seller control within the plant liable for fulfilling the order are to be duly checked with inversion of the onus probandi.

7. Controls

- 7.1 Subject to any different specification, the Supplier supplies comply with standards and rules imposed by the Italian or Community Unification regulation in force (UNI, EURONORM, etc., ...).
- 7.2 Any possible Product testing is to be expressly demanded by the Buyer when ordering the Product and duly accepted by the Seller on the Order Confirmation. It can only be enforced within the Seller plants before shipping or delivery.
- 7.3 The product testing is fully discharging anyhow.
- 7.4 Testing can be enforced in compliance with UNI or EURONORM standards or according to the Specifications of the Control Bodies or according to any Conditions applied by Testing Authorised Bodies or according to unique specific prescriptions. External testing Bodies bills (Official bodies or entities appointed by the Buyer) are at the total Buyer charge, subject to any contrary instruction forecast in the price list.
- 7.5 In case of advance payment, the Seller production plant will inform the Buyer that the Product is ready to be tested, as to allow the Buyer on its turn to duly inform the appointed Body. Possible payments by the Seller to any testing Body on behalf of the Buyer will be reimbursed at sight.
- 7.6 In case testing is made by Agents or State or recognised Bodies, should the agent not start any testing within thirty days from notice that the product is ready to be tested, it means that the Buyer does no longer need testing and the Product is tacitly accepted. Under such conditions, the Buyer is entitled to ship the product or further process and finish the Product itself. The thirty day term is cut to fifteen days should Seller representatives be in charge of any testing. Under such conditions the Seller should forward the Buyer a copy of the production plant testing certificate.
- 7.7 In case the Buyer waives any testing, no extra price will be added as far as quality or testing are concerned different from what specified in each single product price list.
- 7.8 Any Product which does not pass any testing is to be replaced by the Seller within the shortest time period, with no commitment at all for immediate production and/or delivery and without any compensation for damage by the Buyer or any cost or charge reimbursement. Should testing be postponed on the Buyer request, and should such a deferral be accepted in writing by the Seller, any charge will be at the unique Buyer charge (storage, passive interest rates, etc.).

8. Warranties

- 8.1 The Seller guarantees that the product supply complies with specifications and features on the Order Confirmation. In any case the Seller is not liable for applications or activities the Product is to be used for by the Buyer or its representatives, what is more it is not liable for any warranty as far as the Product marketability, quality and compliance for specific goals is concerned.
- 8.2 Any possible technical specification and/or warranty request by the Buyer is not considered and void if not specified in the Order Confirmation.

9. Complaints

- 9.1 Possible complaints relating to non-compliant Products with what specified on the Order Confirmation (surface, size or packaging defects, non-compliance with the shipping documents, and relating certificates), are to be made in writing, under penalty of nullity, within ten working days from the shipping date, if delivered ex-factory and within and no more than five working days from the date of the goods reception, if sold ex-works. Any possible complaint on hidden defects is to be made in writing, under penalty of nullity, within eight days from discovery and anyhow within sixty days from the Product reception. However the Buyer is no longer entitled to make any complaint or product replacement if it does not immediately stop processing or profiting from the complained Product.
- 9.2 No complaint on hidden defect is accepted if not made in writing within and not after sixty days from the good shipping date.
- 9.3 However no complaint is accepted if not made in writing within and not after sixty days from the good shipping date.
- 9.4 No complaint is accepted based on defect described in point 9.1, in the case of pre-processed goods (cut, turned, belt, undergoing a thermal treatment, and so on), which are no longer original as in the initial supply.
- 9.5 In case of defects signalled, the Customer must bring forward witness, objective data which when confronted with the regulations in force, justify its complaint. However when the complaint comes with laboratory testing, such results are only considered if filed by an external objective laboratory (third party). If at the end of any assessment, the complaint is no longer valid, the Manufacturer will possibly partially stand cost shared with the Customer (with the exception of any cost for laboratory testing). Otherwise any cost will only be at the Customer charge.



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- 9.6 In case of complaints or charges, the Buyer is not entitled to stop paying, even partially the Product supply or to stop withdrawing and/or paying any other supply.
- 10. Charges**
10.1 In the case of supplies on the National territory, prices are increased on the invoice by the value added tax rate in force when invoicing. Any other tax and/or charge on the Product when entering any other country is only at the Buyer charge.
- 11. Disclaimer**
11.1 In case of unforeseen events, acts of God and fortuitous events, the Seller is entitled to cancel the agreement and/or to put the present supply off, in case of events or facts everywhere substantially changing the market, the currency value, the Italian industry conditions or in case of endogenous conditions, to the sole Seller final judgement, and no longer allowing to further carrying any supply on.
11.2 In case of disclaimer by the Seller, the Buyer is not entitled to any compensation for damage whatsoever. When demanded by the Seller, the Buyer should pay the Product which is ready or being processed, before being delivered.
- 12. Competent Court**
12.1 Any possible dispute between the parties relating to the supply, including its interpretation and/or execution and/or cancellation and/or application and validity is to be settled by the Court in compliance with articles 810 and subsequent of the Code of Civil Procedure.
12.2 The Court will be seated in Como.
12.3 The Arbitration award will be appealable and the entire procedure will be made in Italian.
- 13. Governing Law**
13.1 The supply agreement is signed in Italy within the Seller registered office.
13.2 The supply relationship is governed by the Italian Republic regulations in force, even possibly by way of exception to the regulations held in the Vienna Convention as far as the product international sales are concerned dating back to 11 April 1980.

Alserio, 4 march 2024

A.T.R. S.p.A.
Via Giuseppe 10 - 22040 ALSERIO (CO)
Tel. 031-631144 - Fax 031-632010
Part. IVA 02210300154

(Handwritten signature in blue ink)

According to articles 1341-1342 C.C. the following paragraphs of the present agreement are approved and undersigned:

1. Supply governing laws: 1.1 - 1.2 - 1.3 - 1.4 - 1.5;
2. Price and payment terms: 2.1 - 2.2 - 2.3 - 2.4 - 2.5;
3. Delivery and Product ownership: 3.1;
4. Product specification: 4.1 - 4.2;
5. Packaging: 5.1;
6. Delivery terms: 6.1 - 6.2 - 6.3;
7. Controls: 7.1 - 7.2 - 7.3 - 7.4 - 7.5 - 7.6 - 7.7 - 7.8 - 7.9;
8. Warranties: 8.1 - 8.2;
9. Complaints: 9.1 - 9.2 - 9.3 - 9.4 - 9.5 - 9.6;
10. Charges: 10.1;
11. Disclaimer: 11.1 - 11.2;
12. Competent Court: 12.1 - 12.2 - 12.3;
13. Governing Law: 13.1 - 13.2.

_____, dd _____

Buyer signature
