

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. GENERAL PROVISIONS

The terms and conditions set forth below form an integral part of the contracts concluded between the Seller and the Customer for the supply of the Products as defined below.

These General Conditions of Sale (as defined below), also published on the website <https://www.oleotecno.it>, apply to all transactions concluded between the Seller and the Customer, including transactions already concluded, without the need for there to be an express reference to them or a specific agreement in this sense at the conclusion of each individual transaction. Any different condition or term applies only if confirmed in writing by the Seller. The Customer acknowledges having accepted said conditions - both general and special - by the sole fact of having sent the Purchase Order to the Seller.

Any other terms and conditions, in particular the terms and any conditions of purchase of the Customer, will not be applicable, unless Oleotecno Hydraulic Components Srl has expressly accepted their validity in writing.

The Seller reserves the right to modify, integrate or vary the General Conditions of Sale, attaching such variations to the offers or to any correspondence sent in writing to the Customer. Such variations will be considered as accepted by the Customer, after a period of 5 (five) days from the date of their receipt, without prejudice to the right of the Customer to declare in writing to the Seller, within such period, any intention not to accept them.

### 2. DEFINITIONS

The terms and phrases defined in these General Conditions of Sale have the meaning conventionally attributed to them or referred to in this article: "Seller": Oleotecno Hydraulic Components Srl with registered office in via Mentana n. 20, 10042 Nichelino (TO), Italy. "Customer": the natural or legal person in whose favor the transfer of ownership of a good produced or marketed by the Seller is perfected; "Parties": Seller and Customer jointly referred to; "Products": mechanical components or other manufactured goods marketed by the Seller as resulting from the price list of the latter in force at the time of conclusion of the sales contract; "Purchase Order": is the Customer's order in paper or electronic format made according to the procedure indicated in the Conditions of Sale and which constitutes a contractual proposal by the Customer to purchase the Products; "General Conditions of Sale": the terms and conditions indicated in this document to be considered as an integral and substantial part of each Sales Contract concluded between the Seller and the Customer for the sale of the Products.

### 3. PURCHASE ORDER

The Customer's Purchase Order is always subject to confirmation by the Seller, in particular with reference to quantities, prices and delivery terms. Orders placed by the Customer are not considered accepted until they have been confirmed in writing by the Seller. The Seller will send an order confirmation within 5 (five) days from the date of receipt of the order. Any objections to the Purchase Order confirmation(s) sent to the Customer must be sent back no later than 5 (five) days from the date of receipt. After this period, the order confirmations will be considered accepted. In the event that the Seller does not provide written confirmation of an order negotiated verbally, the issuance of the invoice by the Seller or the execution of the order by the Seller will be considered as confirmation. Orders and/or changes to orders placed verbally or by telephone must be confirmed in writing by the Customer. Otherwise, the Seller assumes no

responsibility for any errors or possible misunderstandings. The Seller undertakes to supply the Products according to the terms and conditions set out in these General Conditions of Sale which are an integral part of the Purchase Order. All our customers are invited to use our fax service, active 24 hours a day, at the number +39.11-680.77.82, as well as our e-mail [info@oleotecno.it](mailto:info@oleotecno.it)

#### **4. CANCELLATIONS OR MODIFICATIONS OF THE PURCHASE ORDER**

The Seller sells the Products that are built as they are ordered. Also for this reason, after ten days from the transmission of the Purchase Order, cancellations of the Purchase Order or changes in the quantities/quality or delivery times of the Products cannot be requested from the Seller.

#### **5. PRICES AND TERMS OF PAYMENT**

The prices of the Products do not include packaging, transport, postage, insurance and VAT, which must be paid at the time of delivery or in accordance with the specific provisions indicated in the invoice. In addition to other remedies permitted by applicable law or by these General Conditions of Sale, the Seller reserves the right to apply default interest on late payments starting from the date on which the right to payment matured, calculated at the legal rates in force pro tempore on commercial transactions. Without prejudice to the provisions of the following art. 12. In the event that the Customer fails to make payment within the terms and in the manner indicated by the Seller or in the event that the Customer's business is conducted not in accordance with the ordinary course of business, meaning, without limitation, the issuance of seizure or protest notices, a significant worsening of the Customer's financial condition or when payments have been delayed or insolvency proceedings have been requested or initiated, the Seller has the right, at its sole discretion, to suspend or cancel further deliveries and to declare any claim arising from the relationship as immediately due. Furthermore, in such cases the Seller may request advance payments or a security deposit.

#### **6. PAYMENT METHODS**

Payment for the Products is made by advance payment via telegraphic transfer or postal order to our bank accounts. Unless otherwise agreed, all payments must be made within a maximum of 30 (thirty) days from the invoice date without any deductions in the currency stipulated in the contract and indicated in our proforma invoice. Checks and bills of exchange will not be considered as payment until they have been honored. The Customer does not have the right to request the original invoice before payment and shipment of the goods. For advance payments, the Seller will issue a Pro Forma Invoice to the Customer. The Customer does not have the right to deduct certain amounts due to the Seller unless this has been agreed in writing between the Parties. The Customer may not suspend or delay payment for the Products for any reason, including alleged defects or faults therein, without prejudice of course to the right to reclaim when it can demonstrate that it has paid unduly. The Customer has no right to make any compensation, withholding or reduction except in the case in which its request in this sense has been definitively accepted by the competent Authority.

#### **7. RETENTION OF TITLE**

The Products subject to the Purchase Order, even if already delivered to the Customer, remain the full property of the Seller until the date on which the Customer has not paid the full price of the same and all the sums due to the Seller. Until that time, the Customer retains the products as a fiduciary holder of the Seller and must keep the Products adequately stored, protected and insured. In the event that in the country in which the Customer is domiciled, for the validity of the retention of title in favour of the Seller, it is necessary to complete administrative or legal formalities such as, without limitation, the registration of the Products in public registers, or the affixing of special seals on them, the Customer hereby undertakes to

collaborate with the Seller and to carry out all necessary actions in order to obtain a valid right for the latter with reference to the retention of title.

## **8. DELIVERY/SHIPPING**

Unless otherwise agreed in writing, any delivery term indicated is not binding on the Seller. Unless otherwise agreed between the Parties, the indicative delivery term is that specified in the order confirmation. The Seller reserves the right to make reasonable partial deliveries. Any liability for delivery resulting from force majeure or other unforeseeable events not attributable to the Seller, including, without limitation, strikes, lockouts, provisions of the public administration, subsequent blocking of export or import possibilities, in consideration of their duration and scope, release the Seller from the obligation to comply with any agreed delivery term. The Seller is not obliged to accept returns of the products, unless expressly agreed in writing. Any costs incurred for this purpose are borne by the Customer.

## **9. DUTY TO INSPECTION AND ACCEPT PRODUCTS**

Upon receipt of the Products, the Customer must immediately:

- (i) check the quantities and packaging of the Products and record any objections in the delivery note;
- (ii) carry out a conformity check of the Products with respect to what is indicated in the order confirmation and record any discrepancies in the delivery note.

In the event of reporting any defects, the Customer must comply with the following procedures and terms:

- (i) the communication must be made by the Customer no later than 2 (two) working days from receipt of the Products. In the event that the complaint relates to a defect that, despite the initial inspection, has remained hidden, the complaint must be made as soon as possible by the end of the working day on which the defect was discovered and, in any case, no later than 8 (eight) working days from receipt of the Products;
- (ii) the detailed communication must be sent in writing to the Seller within the terms indicated above. Any communication made by telephone will not be accepted;
- (iii) the communication must clearly specify the type, the amount of the alleged defects and shipping documents;
- (iv) the Customer agrees to make the disputed Products available free of charge, upon simple request by the Seller, for inspection; such inspection will be carried out by the Seller or by an expert appointed by the Seller.

No dispute with reference to the quantities, quality, type and packaging of the Products may be made except through the communication attached to the delivery note, in accordance with the procedure indicated above.

The Products for which no dispute has been raised in accordance with the procedures and terms indicated above are considered approved and accepted by the Customer.

## **10. WARRANTIES AND CLAIMS FOR DEFECTS**

The Seller guarantees that the Products comply with the technical specifications of the manufacturer and are free from defects in material and workmanship. This warranty applies only to defects that appear within 2 years from the date of manufacture of the Products. The Seller is only liable for defects that appear under the operating conditions and correct use of the Products.

The warranty does not cover failure to function caused by damage to the Products, improper installation, incorrect, unreasonable or incorrect use of the Products, wear and tear or deterioration, nor does it cover defects caused by improper maintenance or faulty repair by the Customer or his agent, or by modifications made without the written consent of the Seller.

In the event of defects duly reported in accordance with these General Conditions of Sale, the Seller will, at its discretion, either eliminate the defect, deliver new Products free from defects or issue a credit note to the Customer for any future purchases. The Customer must grant the Seller the time and opportunity necessary to carry out subsequent performance.

The Buyer shall notify the Supplier in writing, without undue delay, of any defect that becomes apparent. Such notification shall in no event be made later than two weeks after the expiry of the two-year warranty period referred to above. The notification shall contain a description of the defect.

In the event of the elimination of defects, the Seller shall bear the costs necessary for the elimination of defects, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the goods have been taken to a place other than the place of performance, unless the transfer does not correspond to the intended use.

When the defect of a part of the Products has been eliminated, the Seller shall be liable for the defects of the repaired or replaced part under the same terms and conditions applicable to the original Products for a period of two years. For the remaining parts of the Products the above period shall only be extended by a period equal to that during which the Products have been out of service due to the defect.

If the Customer fails to notify the Seller in writing of a defect within the time limit, he loses the right to have the defect remedied. If the defect is such that it may cause damage, the Customer must immediately inform the Seller in writing. The Customer bears the risk of damage resulting from his failure to notify. The Customer must provide at his own expense for the dismantling and reassembly of equipment other than the Products, to the extent that this is necessary to remedy the defect.

The Seller is not liable for defects resulting from the materials supplied or from a design stipulated or specified by the Customer.

#### **11. LIMITATION OF LIABILITY**

Seller's liability for any claim whatsoever, for any loss or damage arising out of, in connection with, or resulting from an order, or the performance or operation thereof, or the design, manufacture, sale, delivery, operation, or use of any of its products shall be limited, at Seller's sole option, to replacing, repairing any defective product, or issuing a credit to Customer for any future purchases. Cash refund shall not be entitled to recover damages of any kind against Seller, including, but not limited to, incidental or consequential damages, whether direct or indirect, known or unknown, foreseen or unforeseen. Seller shall not be liable for any damage to property caused by its products after their delivery and while in Customer's possession. Seller shall not be liable for any damage to Customer's products or to products of which Customer's product is a part. In such cases, if the Seller is liable to third parties for the property damage described in the previous paragraph, the Customer shall indemnify, defend and hold harmless the Seller. Furthermore, the Seller is not liable to the Customer for loss of production, loss of profit, loss of use, loss of contracts or for any other indirect or consequential loss. If a claim for compensation for the damages described above is presented by a third party against one of the Parties, the respective party shall immediately inform the other party in writing.

#### **12. TERMINATION CLAUSE**

The Seller shall have the right to terminate, pursuant to art. 1456 of the Italian Civil Code, the Purchase Order, with immediate effect, by simple written communication, in the event of: a) delay by the Customer in paying for the goods, exceeding 7 (seven) days; or b) violation of the obligations under art. 5; c) deterioration of the Customer's financial / equity conditions such as to compromise the regular guarantee

of the credit; d) liquidation, cessation of business or insolvency of the Customer, or subjection to bankruptcy proceedings of any kind.

### **13. FORCE MAJEURE**

The Seller shall be entitled to suspend the performance of its obligations to the extent that such performance is prevented or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstances beyond the control of the Parties, fire, war, extensive military mobilization, pandemics, insurrections, requisitions, seizures, embargoes, restrictions in the use of electricity and defects or delays in deliveries by subcontractors caused by any of the circumstances referred to in this clause. A circumstance referred to in this clause, whether occurring before or after the formation of the contract, shall give rise to suspension only if its effect on the performance of the contract could not have been foreseen at the time of the formation of the contract. The party claiming to be affected by Force Majeure shall immediately notify the other party in writing of the intervention and cessation of such circumstance.

### **14. WITHDRAWAL**

The unforeseen circumstances mentioned in the Force Majeure section of the previous clause will give us the right to unilaterally suspend the contract without notice in the event that this entails significant negative effects for the Seller and also the right to unilaterally suspend the contract always remains in the event that the Seller is unable to make further deliveries due to circumstances beyond its control. In the event of unilateral suspension of the contract due to unforeseen circumstances or circumstances beyond our control, the Customer has no right to compensation or remedy for any type of damage, prejudice, indirect or consequential loss due to the suspension of the contract.

### **15. SELLER'S TRADEMARKS AND DISTINCTIVE SIGNS**

The Customer is authorized to use the Seller's trademarks, names or other distinctive signs for the sole purpose of identifying and advertising the Products of the latter, but the use of the aforementioned distinctive signs on the Customer's letterhead, on advertising material or on other material intended for third parties must be agreed in advance in writing with the Seller. The Customer's right to use the Seller's trademarks, names or other distinctive signs will cease after 180 (one hundred and eighty) days from the date of execution of the last Purchase Order between the Parties. The Customer will inform the Seller of any violation of the Seller's trademarks, names or other distinctive signs of which it becomes aware.

### **16. AMENDMENTS**

These General Conditions of Sale are amended from time to time by the Seller also in consideration of any regulatory changes. The new General Conditions of Sale will be published on the Seller's website.

### **17. CONFIDENTIALITY**

Aware of the professional responsibility created by the relationship established with the Seller, the Customer is required to maintain, even after the termination of the relationship, the most absolute confidentiality on all information, projects, technical sheets, data and strategies relating to the Seller and the activities covered by the Purchase Order. The Parties undertake not to disclose the terms of the Purchase Order to third parties, except in cases where such disclosure is required by law. The Customer is expressly prohibited from making, in its own interest or in the interest of third parties, any advertising that refers to the supply made by the Seller, unless expressly waived in writing by the Management of the Seller. In such case, the Customer undertakes to observe the form of advertising and other conditions that may be indicated by the Seller.

#### **18. PROCESSING OF PERSONAL DATA**

The Customer's personal data will be processed in accordance with the provisions of the European and Italian legislation on the processing of personal data (EU Regulation 679/2016; Legislative Decree 196/2003 and subsequent amendments). The Seller informs the Customer that it is the data controller and that the Customer's personal data is collected and processed exclusively for the execution of the individual Purchase Order and the obligations established by law, by a European regulation or by other applicable legislation. The Customer declares to have received from the Seller, before the collection of personal data by the same, the information referred to in art. 13 of EU Regulation 679/2016 intended for customers.

#### **19. APPLICABLE LAW. COMPETENT COURT**

Any dispute concerning the interpretation, execution and termination of the Purchase Order and the related General Conditions of Sale or special conditions will be defined on the basis of Italian law. The Court of Turin shall have exclusive jurisdiction.

#### **20. FINAL PROVISIONS**

The invalidity in whole or in part of individual provisions of these General Conditions of Sale does not affect the validity of the remaining provisions. These General Conditions of Sale are drafted in both Italian and English. In the event of 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 Customer specifically approves the provisions referred to below: Art. 1 – General Conditions; Art. 4 – Cancellations or Modifications of the Purchase Order; Art. 5 – Prices and terms of payment; Art. 6 – Payment methods; Art. 7 – Retention of title; Art. 8 – Delivery/Shipping; Art. 9 – Duty to inspect and accept products; Art. 10 – Guarantees and complaints for defects; Art. 11 – Limitation of liability; Art. 12 – Termination Clause; Art. 13 – Force Majeure; Art. 14 – Withdrawal; Art. 15 – Distinctive Signs and Trademarks of the Seller; Art. 19 – Applicable Law. Competent Court; Art. 20 – Final Provisions