



GENERAL SALES TERMS AND CONDITIONS

1. General provisions

The following definitions are used hereafter in this document.

- "Seller": refers to DOM S.r.l. with its headquarter in Via Barro 147/149 – Z.I. – 28045 Inverio (NO);
- "Buyer": refers to the person, firm or company the purchase order is received from.

The terms and conditions set out below (the “General Terms and Conditions of Sales”) shall form part of all the agreements executed between the Seller and the Buyer for the supply of the Seller products (the “Products”), and they will prevail over any general rules submitted by the Buyer, unless accepted in writing by the Seller.

The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sales, by including such variations in the quotations or in any other written correspondence sent to the Buyer.

2. Offers and Orders

Quotations and offers will be valid for a period of 30 days from the date of issue, unless differently stated by the Seller in writing. Anyhow, the Seller will be entitled to cancel or change the quotations or offers at any moment before issuing the written confirmation of order acceptance.

Orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller in writing. If the Seller should fail to confirm an agreement in writing which it has entered into verbally the Seller’s invoice or the execution of the order by the Seller shall be regarded as confirmation.

Any order, order proposal, or supply request forwarded to the Seller represents an irrevocable contractual proposal to the Seller for a period of sixty (60) days from the date of supplier’s reception, being the Seller free to accept or refuse the order according to the Seller’s unquestionable judgement. Orders and/or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise the Seller does not accept any responsibility for errors or consequent misunderstandings. The proposals submitted through agents, collaborators or brokers are usually meant as received “subject to the Seller’s approval”.

3. Prices and Terms of Payment

The prices of the Products shall exclude any statutory VAT which shall be payable at the date of delivery or pursuant specific provisions included in the invoice. Unless otherwise stated all prices quoted in any document or correspondence issued by the Seller do not include packaging and transport costs, nor the ancillary expenses as indicated in the Seller’s sales catalogue in force at the moment of the conclusion of the contract. Taxes, stamps, custom duties and any other supplementary cost are not included in the prices if not differently stated in the offer. Unless an exception is made, those costs and expenses will be paid by the Buyer and, in case they are paid by the Seller, their amount will be invoiced to the Buyer as well as with the quoted prices. The prices will be corrected in case of printing errors.

The payment of the Net Invoice Price shall be paid free of any reduction by the Buyer according to what stated in the confirmation of order and the same invoice.

If the Buyer fails to take payments in the time and manner specified by the Seller or the Buyer business shall be operated beyond the ordinary course of business which shall include, without limitation, when seizure or protest has been made, payments shall be delayed or insolvency proceedings shall have been petitioned or opened, the Seller shall have the right to suspend or cancel, at its sole discretion, further delivery and to declare all its claims arising from the business relationship as immediately payable. Moreover, the Seller may in such event request for anticipation on the payments or a warranty deposit.

Should an agreement be reached on extended payments, and an instalment not be paid on time, the Seller will be entitled to require the payment of the whole amount, without considering the Buyer’s payment deadline, even if the conditions of article 1186 Italian Civil Code are not met. Otherwise, the Seller will consider the contract as annulled due to breaching and keep all the amounts paid by the Buyer until that moment as a damage reimbursement.

Also, in case of notification of faults and defects, the Buyer will not be entitled to start or continue proceedings without previously paying the total price in accordance with the contract. The payment will, in no case, be suspended or delayed: should disagreements arise, the related proceedings will not be started or continued unless the payment has been made according to the fixed terms and procedures.

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The Seller will be entitled to interrupt the product delivery should, in the Seller's unquestionable opinion, the Buyer's statement of assets and liabilities put the payment at risk.

In any case, the product ownership is handed to the Buyer only with the total payment of the price is made, even if the products have already been assembled or installed in other products owned by the Buyer or third parties. Should the price not be paid, the Seller will expressly have the right to claim the ownership of the products also towards third parties or towards the Buyer, as well as the right to have the products released and returned (also with the right to obtain release and return injunctions). The Seller will have the right to disassemble and remove the products.

The Buyer shall have no right to make any compensation, retention or reduction unless the counterclaims have been conclusively determined by the court.

4. Terms of Delivery

Unless otherwise agreed or stated, the delivery of the products shall be EXW (Incoterms 2020) at the Seller workshops.

The Buyer shall provide the means of transport and shall be responsible for its availability on time. The Seller shall immediately be informed of any delays. Any costs arising thereof shall be at the expense of the Buyer.

All the time terms, also in relation to delivery time, return, installation, completion, etc., although defined as strict by the Buyer, will anyhow be considered as approximate by the Seller, and subject to a tolerance margin. Unless otherwise expressly agreed in writing any indicated time of delivery shall be non-binding for the Seller. Unless different agreement between the parties, the approximate term for the delivery is the one specified in the confirmation of order.

The delivery terms will be automatically considered as extended in the following case:

- should the Buyer not communicate the data that are necessary for the supply within the due time or should the Buyer require changes during work execution or answer late to the request of documentation and executive layout approval;
- should the Buyer have outstanding payments;
- should the Buyer's statement of assets and liabilities and /or the Buyer's credit be considered as hindering payment according to the Seller's unquestionable judgement.

The Seller reserves the right to reasonably delivery in installments (partial deliveries).

Any liability to supply as a result of force majeure or other unforeseen incidents outside the Seller responsibility including, without limitation, strikes, lock out, forced lockdown, acts of public authorities, pandemics, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve the Seller from the obligation to comply with any agreed time for delivery.

The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of the Buyer.

5. Duty to Inspection and Acceptance of Products

Upon taking possession of the Products, the Buyer shall immediately:

- check quantities and packaging of the Products and record any objections on the delivery note; and
- conduct a conformity check on the Products compared to the data indicated in the confirmation of order and record any objections on the delivery note.

In case of a notice of defect the Buyer shall comply with the following procedures and deadline:

- the notification shall be made by no later than 10 (ten) working days from the taking possession of the Products by the Buyer. In the event of an objection to a defect which, despite a first inspection has remained undiscovered, the objection must be raised within the early of the expiry of the working day on which the defect has been discovered but in any event by no later than 15 (fifteen) working days after take over of the Products.
- the notice must clearly specify the kind and amount of the alleged defect;
- the Buyer agrees to make available for inspection the objected Products; such inspection shall be done by the Seller or by any expert designated by the Seller.

Any Product to which objection shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted by the Buyer.

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6. Terms of Warranty

The Seller hereby represents and warrants that the Products shall be free from defect and shall comply with the technical specifications forwarded by the Seller.

Under warranty obligation the Seller commits to replace and/or repair the spoiled and/or faulty defect within the limits of the value of the contract and without any further refunding obligation deriving from direct and/or indirect and/or subsequent damage deriving to the Buyer or to any third party due to product defects (e.g. also provoking loss of profit, general losses, direct or indirect damages to things or people, etc).

The warranty shall be valid only on the products are assembled and operated in a proper way and for suitable applications in accordance with OEM prescriptions; every improper use of the products is forbidden. The Products are guaranteed for a period of 24 (twenty-four) months from the date of the shipment of the Products themselves (delivery note date).

The warranty shall not be valid if the defect or non conformity will prove to be depending on not correct or not suitable applications of the product, or if the product has been non correctly placed in operation (incorrect installation).

Any alteration, change or replacement of product parts, which has not been authorized by the Seller may represent an accident risk and therefore releases the manufacturer from any civil or penal liabilities, and makes the warranty void.

The warranty does not cover the normal products parts subject to consumption.

7. Limitation of Liability

The Seller shall do its best endeavor to deliver the Products within the time agreed (if any), but it shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contract or delivery of the Products.

All the drawings, photographs, illustrations, descriptions, technical data and performances or any other data and information about the products, contained in documents or drawings annexed to the Seller's offer or included in catalogues, prospects, tables, pricelists, Seller's advertising, are to be considered as indications. Any modification or variance which will be considered necessary by the Seller will not be considered as a valid reason for not accepting the goods or vitiating the contract or as a good reason to lodge a complaint to the Seller.

The Seller will be exclusively responsible for the correct functioning of the supplied products in accordance with the characteristics and performance agreed. The Seller's responsibility is limited to the replacement and/or fixing and/or refund of the invoiced value. Apart from the above-mentioned liability, the Seller will in no case be deemed as responsible for any direct and/or indirect and/or subsequent damage deriving to the Buyer or to any third parties due to defects of the product, including production losses, damage to things/people or others.

8. Retention of Title

The Product supplied shall remain in the property of the Seller until the date of the full payment by the Buyer of the entire price of the Products and of all amounts due to the Seller. Until that time the Buyer shall hold the Products as the Seller's fiduciary agent and shall keep the Product properly stored, protected and insured.

If in the Country of the Buyer's domicile for the validity of the retention of title for the benefit of the Seller it is necessary to fulfill some administrative or legal formalities as, without limitation, to file the Products with the public registers or to affix particular seals on them, the Buyer shall cooperate with the Seller and shall do its best effort for carry out all the necessary actions in order to obtain a valid retention of title right on the Products for the benefit of the seller.

9. Testing

All the products manufactured by the Seller are subject standard tests before the delivery according to Seller's know how and good practice. Those tests are to be considered as final and conclusive. Each additional test and/or each special test must be requested explicitly and specified by the Buyer on the purchase order, and if accepted by the Seller will be carried out at the Buyer's expense.

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10. Data Protection Law

The personal data of the Buyer shall be processed in accordance with the Italian data protection law. The Seller inform the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement. The Buyer has the right to ask to the Seller the updating, amendment, integration, writing off and transformation in anonymous form of its data.

11. Applicable Law

In case of the Buyer is a subject having Italian nationality, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by Italian laws.

On the contrary, in case of the Buyer is a subject having a nationality different from the Italian one, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by the United Nations Convention of Vienna of 1980 on Contracts for the International Sale of Goods. In case the Buyer belongs to a State that didn't ratify that Convention, it will be applied the Convention of Rome of 1980 or, subordinately, the Italian law 218/95.

12. Jurisdiction

Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General Terms and Conditions of Sale and of all the relevant agreements, shall be of the exclusive competence of the referred to the Court of Milan, Italy.

It is agreed between parties that the Seller, at its own discretion, may have the faculty to waive the exclusive jurisdiction set forth in paragraph to bring an action against the Buyer in its domicile and before any court of competent jurisdiction.

13. Final Provisions

The total or partial invalidity of any provision of the present General Terms and Conditions of Sale shall not affect the validity of the other provisions.

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