

GENERAL CONDITIONS OF SALE

1) Effectiveness of these general conditions

These conditions of sale (hereinafter "**GCS**") are valid for any contract and / or supply and / or sale offer concluded between Eurotrol Spa (hereinafter also the "**Seller**") and its customers (hereinafter also "**Buyer**"). The GCS prevail over the Buyer's purchase conditions.

The GCS are available at the following web link <https://www.eurotrol.it/en/gsc-new/> and will have binding effect and will represent the contractual source of the obligations of the Seller and the Buyer who explicitly accepts them by accepting the confirmation of order sent by Seller. The Seller reserves the right to modify, supplement or vary the GCS, attaching these changes to the sales and / or supply offers or to any correspondence sent in writing to the Buyer.

2) Offers and completion of the sale

The Seller prepares the offer based on the request / proposal for sale and / or supply made by the Buyer and sends the offer via e-mail to the Buyer.

A reference to these GCS is included in the body of the offer and the order confirmation prepared by the Seller which contain the WEB link from which to consult them. The information contained in the offers prepared by the Seller may differ from the information contained in the Seller's price list and / or catalogue which are to be understood as fully indicative and unilaterally modifiable by the Seller. The offer prepared by the Seller is not binding and does not bind the Buyer in any way until the formulation and transmission of the purchase order by the same Buyer.

Unless otherwise specified in writing, the Seller's offers are valid for 30 days from the date of transmission of the document to the Buyer and the relative prices are EXW Eurotrol Spa warehouse and include, where applicable, packaging.

The sale is considered complete at the time and in the place where Eurotrol Spa receives the purchase order from the Buyer with the Order Confirmation countersigned by the same.

The GCS are understood to be explicitly accepted by the Buyer with the signature for acceptance of the Order Confirmation sent by the Seller. **If the Seller does not receive the countersigned order confirmation within 5 (five) working days, the order confirmation shall be considered expired and no longer valid.**

Once the above-mentioned purchase order has been received, the terms and conditions indicated in the offer become binding also with reference to quantities, prices and delivery terms.

The delivery dates indicated in the Order Confirmation will be rescheduled from the date of receipt of the confirmation signed for acceptance.

The delivery dates indicated in the Order Confirmation will be rescheduled from the date of receipt of payment for Buyers who have paid in advance.

3) Minimum order

Orders made by the Buyer must have a minimum taxable value of € 100, the Seller therefore reserves the right not to accept orders with a lower value. If such orders are accepted, an additional cost of € 10 will be charged for management.

4) Terms of payment

The terms of payment are those indicated in the Seller's offer sent to the Buyer. In no case will letters of credit and / or other means of payment separate from bank transfers and Ri.Ba. be accepted as payment methods.

5) Description of the products

The description of the products in the offers prepared by the Seller is the only one that is binding on the Seller. On the contrary, the technical data sheets of the products and the information contained in the catalogue are not binding as they are subject to unilateral changes by the Seller. The Buyer must therefore rely solely on the description in the offer before signing and / or accepting the same offer or sending the related order to Eurotrol Spa.

6) Orders for products carried out on specific customer requests

The sale and / or supply of specific products which, on the basis of the requests made by the Buyer, are not included in the Eurotrol Spa catalogue, are governed by independent contracts and / or agreements that supplement or modify these GCS.

7) Additions or changes to orders already issued

The Seller reserves the right to make any additions and / or changes requested by the Buyer with reference to orders already sent to the Seller and in the act of being processed. In any case, the Buyer's requests for additions and changes will be considered as new and independent orders that will be processed in the manner provided for in these GCS.

8) Cancellation of the order and / or in any case withdrawal by the Buyer

The cancellation of an order received by the Seller in the manner set forth in Article 2 above, may only take place with the Seller's written consent, provided that no more than five (5) working days have elapsed since the Seller received the order confirmation **countersigned by the Buyer.**

In case of orders cancelled by the Buyer who has already been notified of the details for the collection of the goods, the same shall be charged 10% of the total taxable amount of the cancelled order as a contribution towards the cost of returning the goods to the warehouse.

9) Prices and taxes

Unless otherwise specified:

- a) the prices of the products do not include VAT, which must be paid upon delivery or in accordance with the specific provisions indicated in the sales invoice.
- b) Taxes, duties, shipping costs not agreed with the Seller, insurance, installation costs and related training of the Buyer's and / or end user's personnel are neither included nor provided for in the prices indicated in the offer for the purchase of products.
- c) The Seller reserves the right to increase prices at any time.
- d) The new sales prices will be applied with reference to the dates of delivery of the goods and not to the date of confirmation of the order, without any obligation on the Seller's side to resend an Order Confirmation with updated prices.

10) Terms of delivery

Unless otherwise agreed in writing, any delivery term also provided for in the offer is not binding for the Seller and is merely indicative.

The Seller reserves the right to make partial deliveries.

The Seller reserves the right to refuse orders with mandatory / binding delivery terms indicated by the Buyer in writing when placing the order.

11) Shipping

The goods travel at the Buyer's risk even if shipped carriage paid.

The Buyer must check the quantities and conditions of the goods upon receipt; any complaints must be sent in writing to the Seller no later than ten (10) working days from receipt of the goods (in any case taking into account the Seller's closing calendar).

In any case, it is understood that:

- a) even if the Seller takes delivery of the goods on behalf and in the interest of the Buyer, the Buyer must in any case take full responsibility for the relative transport, assuming all the consequent responsibilities even in the hypothesis of any damage and / or loss / loss suffered by the goods during transport.
- b) The duty of inspection and acceptance of the Products is in any case always borne by the Buyer, who, upon taking delivery of the Products at his warehouse / factory, must immediately check the quantities and packaging of the Products and record any objection in the delivery note by refusing the goods or accepting them with reserve, making the related complaints against the Seller in compliance with the above term of ten (10) working days (always taking in consideration the Seller's closing calendar).

12) Delays in taking the goods stored in the Seller's warehouse

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The date of collection of the goods indicated in the purchase order received by the Seller must be considered mandatory and may be waived and / or otherwise modified only with the prior written consent of the Seller.

In case of a delay of fifteen (15) working days (excluding the Seller's closing days) with respect to the date of collection of the goods, the order will be considered as cancelled and the Buyer shall be charged 10% of the taxable amount of the goods not collected.

13) Returns of material

At the request of the Buyer, the Seller may consent in writing to the return and / or in any case to the giving back by the Buyer of all or part of the goods referred to in a specific purchase order. The Buyer's request for total or partial return of the goods must in any case be received in writing by the Seller **no later than 60 (sixty) calendar days** from the date on which the goods in question were delivered to the Buyer's warehouse / factory.

If the request is accepted by the Seller, it is in any case understood and agreed that:

- a) shipping is at the Buyer's expense.
- b) A penalty equal to 20% of the taxable sales value of each returned material will be applied to the Buyer.
- c) **The goods must be returned within and not later than 30 (thirty) days from the date of acceptance of the return by the Seller.**
- d) **Goods returned after 30 (thirty) days from the date of acceptance of the return by the Seller will be rejected.**

If upon the return, the material turns out as incomplete and / or damaged in any part, including packaging, it will NOT be considered useful for resale; the Seller will then issue a return note to the Buyer for non-compliant material, reserving all claims for compensation and / or in any case any claim against the same Buyer, thus not issuing any credit note.

14) Warranties

Goods considered to be defective, subject to written authorization from the Seller, may only be returned carriage paid, within and no later than 30 (thirty) days from the date of authorization from the Seller, at the expense of the Buyer, with accompanying information notes on the defect found.

The purchased products are guaranteed to be free from defects from the date of production (if not available, from the date of shipment) for a period of 1 (one) year, except for:

- a) **10 (ten) years: MWG brand pressure vessels**
- b) **5 (five) years: MWG brand cabinets and brine tanks, Structural brand pressure vessels**

In the event of a warranty claim for damage occurred during transport carried out by the Seller, **the Buyer shall within no more than 8 (eight) working days:**

- a) present a copy of the transport document indicating "material accepted with reserve". In the absence of such documentation, the opening of the Guarantee case will not take place.
- b) no dispute with reference to the quantity, quality, type, and packaging of the products may be made except through the communication affixed to the delivery note indicated in the previous period.

With reference to each warranty request sent in writing to the Seller, the Buyer must:

- a) agree to make the disputed products available to the Seller for inspection; this inspection will be carried out by the Seller or by an expert appointed by the Seller or by the manufacturer of the goods.
- b) Deliver to the Seller any ancillary documentation deemed essential for the analysis for the evaluation of the requested Warranty.
- c) Any product, for which the documentation has not been delivered in compliance with the procedures and terms indicated here by the Seller, will not be considered approved and accepted.

Once the existence of the requirements for the validity / effectiveness of the guarantee has been recognized, the results of any analyses carried out on the products found to be defective will not give rise to minutes with technical details, as these operations are covered by industrial secrecy.

15) Non-payment or late payment

In the event of non-payment or delayed payment, even partial, with respect to the agreed deadline and indicated in the invoice, the Seller may, without prior notice, suspend the commercial activities subject to each order and / or in any case suspend the relative deliveries until the balance due by the Buyer is paid. In any case, in the event of delayed payment at the agreed deadlines, interest on late payments will accrue in favour of the Seller, calculated at the official reference rate of the European Central Bank increased by 4 (four) points.

It is understood that ownership of the goods referred to in each order will remain with the Seller until full payment of the consideration by the Buyer.

The delay in payments will also cause the suspension of the warranty for the products sold.

In the event of failure or delayed payment, even partial, by the Buyer, the Seller will still have the right to suspend any deliveries still to be made or to consider the contract terminated by law pursuant to art. 1456 of the Civil Code, upon written notice to the Buyer.

The delivery dates indicated in the Order Confirmation will be rescheduled from the date of receipt of payment for Buyers who have paid in advance.

16) Force majeure

For reasons of force majeure we mean the completely sudden and / or unpredictable circumstances relating to the materials, people and / or organizations / states / companies directly or indirectly involved, that may make it impossible for the Seller to manage or fulfil the order. Merely by way of example and not exhaustively, for reasons of force majeure we mean, without any limitation, strikes, lockouts, riots, provisions of the public administration, subsequent blocks of the possibility of export or import, embargoes, acts of war, various impediments to third parties, technical complications occurred during the manufacturing of the product, natural disasters, **pandemics etc.**

17) Compliance with third party trade rules

The Buyer undertakes not to sell US-made or European-made products in countries where there is a US and / or European Union embargo.

In this sense, it is understood that the Seller will not be able to ship the goods to the countries listed in the US Black List and / or the European Union, which the Buyer declares to be well aware of and which may in any case be subject to changes and additions.

18) Treatment of personal data

The Buyer's personal data will be processed in accordance with the provisions of Italian and European law on the processing of personal data (Legislative Decree 10 August 2018 no. 101, GDPR). The Seller informs the Buyer that the Seller is the Data Controller, and that the Buyer's personal data are collected and processed exclusively for the execution of this agreement.

The Buyer has the right to request the Seller to update, rectify, integrate, cancel and transform their data into anonymous form.

19) Jurisdiction and applicable law

Any dispute that may arise regarding the interpretation, validity, applicability, or termination of these GCS and of the individual contracts and / or supply and / or sale offers, is the exclusive competence of the Court of Milan.

The law applicable to these GCS and to individual supply and / or sales contracts is the Italian Law.

20) Final provisions

The invalidity in whole or in part of individual provisions of these GCS does not affect the validity of the remaining provisions. These General Conditions of Sale are drawn up in two languages, Italian and English. In case of doubts about interpretation, the Italian version will prevail. Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Buyer specifically approves the provisions referred to below:

- Art. 1 - Effectiveness of these general conditions
- Art. 2 - Offers and completion of the sale
- Art. 8 - Cancellation of the Order and / or in any case withdrawal by the Buyer
- Art. 10 - Terms of delivery
- Art. 11- Shipping
- Art. 13 - Returns of material
- Art. 15 - Non-payment or late payment
- Art. 19 - Jurisdiction and applicable law
- Art. 20 - Final provisions

Settimo Milanese, 1st May 2022

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