

General Conditions of Sale

of Manometal Srl

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1. Applicability

- 1.1. The present General Conditions of Sale (hereafter “GCS”) apply to any sale contracts (hereafter “the contract”), such as supply contracts, framework agreements, single sale contracts and/or purchase orders in the context of a supply contract of framework agreement, that are concluded by Manometal as Seller with enterprises and legal private or public persons (hereafter “the Buyer”)
- 1.2. The services of Manometal (hereafter also “the Seller”) are exclusively carried out on the basis of the present GCS. Conditions of Sale of the Buyer that are not expressly approved by the Seller do not apply in any way.
- 1.3. If any of the provisions of the present GCS is or becomes invalid, the validity of the remaining provisions shall not in any way be affected or impaired.

2. Conclusion of the contract – offer and acceptance of the order

- 2.1. The order placed by the Buyer constitutes a purchase request. The contract shall be concluded at the point in time in which the Buyer receives a written confirmation of the order placement by the Seller. Manometal can freely accept or refuse the order until that moment. If the order confirmation contains divergent conditions of sale, the contract shall be concluded after the expiry of three working days from the receipt of the confirmation by the Buyer, provided that the latter did not object in writing within the aforementioned period. In the absence of a written confirmation by the Seller, the contract shall be concluded at the point in time in which the goods are delivered to the Buyer in accordance with the delivery terms.
- 2.2. Manometal’s offers are valid for the period of time stated in the offer; the offer loses its validity after the expiry of this period, without the need for revocation. If no period of validity is stated in the offer, it shall be valid for 15 (fifteen) days from the date of issue. The terms and the period of delivery contained in the offer are purely indicative and not binding.
- 2.3. Changes or cancellations of orders by the Buyer shall only be effective, if – beforehand or subsequently – the Seller approved them in written form. Upon termination made by the Buyer, the Buyer is obliged to purchase all the goods that have been manufactured on the basis of the Buyer’s technical specifications, including the material or goods purchased by Manometal for the manufacturing and sale of the goods to the Buyer.
- 2.4. Commercial agents and intermediaries do not enjoy the authority to bind the Seller to the Buyer and to conclude contracts with the Buyer in the name and on behalf of Manometal. Offers made by commercial agents and intermediaries require written confirmation by Manometal.

3. Prices

- 3.1. The prices shall be understood as FCA (Free Carrier) Eгна, including packaging. Pallets or transport packaging are charged separately and additionally.
- 3.2. Prices are generally subject to change without notice, unless it has been expressly agreed that they shall remain fixed. The prices correspond to the offer or, in the absence of an offer, to the price list at the time of the conclusion of the contract (at the date of order confirmation). If cost factors change after the conclusion of the contract, e.g. decisive standard wages, costs of material or other cost factors, Manometal reserves the right to adjust and increase the prices accordingly.
- 3.3. The prices are based on a single quantity, annual quantity or production quantity. If a binding order quantity has not been agreed upon, Manometal will base its price calculation on the non-binding order quantity (target quantity) that is expected by the Buyer for a certain period of time. If the Buyer purchases less than the target quantity, the Seller is entitled to increase the price per unit accordingly.

4. Payment

- 4.1. The payments must be made in accordance with the terms of payment stated in the respective order confirmation and/or the respective invoice. In the absence of specific payment terms in the aforementioned documents, payments are due within 30 (thirty) days from the date of invoice.
- 4.2. In the event of non-payment, late payment or partial payment by the agreed due dates, the Seller shall be entitled to charge interest on outstanding amounts from the due date of the respective payment periods in accordance with Legislative Decree No. 231/2002. In the event that payment by instalments has been agreed upon, the Buyer shall forfeit the granted payment extension and the total claim is immediately due if just one payment is not paid, paid late or only partially paid.
- 4.3. In the event of non-payment, late or partial payment or any other contractual non-performance by the Buyer, Manometal reserves the right to refuse the performance of the order in accordance with Article 1460 of the Civil Code or to suspend deliveries until the debt is fully paid, even if the respective goods are not related to the non-payment, late or partial payment. In any case, Manometal reserves the right to terminate the contract pursuant to Article 1456 of the Civil Code.
- 4.4. Additionally, Manometal reserves the right to suspend deliveries in accordance with Article 1461 of the Civil Code and may require the Buyer to provide guarantees for open and future orders, if the Buyer's financial situation has changed to such an extent that the payment of the purchase price is at evident risk.
- 4.5. The events foreseen by the previous points 4.3. and 4.4. do not relieve the Buyer from the obligation to accept the goods that have already been manufactured according to Article 6.7.

4.6. Any discounts that have been agreed upon in writing shall immediately be revoked and the Buyer shall forfeit their application, if payments are not made on time. In this case, any discounts that have already been received must be repaid and Manometal reserves the right to invoice them.

4.7. Potential complaints by the Buyer due to delays or incomplete delivery do not entitle the Buyer to suspend or delay payments. The Buyer cannot plead non-performance by Manometal if the Buyer itself is in default of payment.

5. Production / samples

5.1. The Buyer must attach to the purchase requests and orders detailed drawings containing specifications regarding dimensions, tolerances, surface and material qualities, as well as potential samples and other production and testing conditions. The target quantity must be stated. The price calculation of the offer and the production of the ordered goods shall be based on these documents and information. If the documents or testing conditions are only known upon receipt of the order, the offer or order confirmation can be adjusted accordingly.

5.2. At the Buyer's request, 5 (five) outturn samples with a simple initial sample test report (stamped drawing, data sheet with dimensions, material certificate 2.2, coating thickness test report) are provided free of charge. However, the series production or the production lot will be continued. However, in the event that more outturn samples or initial samples are required, they shall be charged separately.

5.3. The purchase request must expressly state whether initial sample test reports shall be prepared according to customer specifications or according to PPAP. The offer shall inform the Buyer about the necessary costs. If such a request is made together with the order, the estimated costs are separately shown in the order confirmation. If the Buyer does not object to these in writing within 24 hours, they shall be deemed accepted.

5.4. Any costs arising from subsequent changes to the drawings shall be borne by the Buyer. In the case of production based on samples, Manometal is not liable for deviations from tolerance limits which can arise from transfer errors of dimensions. In the absence of testing conditions, Manometal's internal quality guidelines and the corresponding DIN standards shall apply.

6. Delivery quantity and date of delivery

6.1. Depending on the production result, Manometal reserves the right to an excess or short delivery of 10 (ten) percent of the order quantity.

6.2. The date of delivery shall be understood as FCA (Free Carrier) Egna.

- 6.3. The delivery dates stated in the order confirmation are non-binding, unless Manometal expressly confirmed them to be "binding delivery dates" in writing or their binding nature has been agreed upon. In any case, they only apply in the context of normal working and procurement conditions.
- 6.4. If Manometal foresees that the goods cannot be delivered within the delivery period, they shall immediately inform the Buyer and in writing, provide the reasons and, if possible, state the expected date of delivery.
- 6.5. Partial deliveries are permissible to a reasonable extent. In the event that the delivery deadline is exceeded, the Buyer is not entitled to terminate the contract or to claim damages. The Buyer waives the right to any compensation or any claim for direct or indirect damages due to delay in delivery or partial fulfilment. The delivery periods are not essential deadlines for the Buyer pursuant to Article 1457 of the Civil Code.
- 6.6. If temporarily or permanently the performance becomes impossible in part or in its entirety due to force majeure, lack of raw materials or other supplies or due to any other unforeseeable impossibility that occurred after the conclusion of the contract, the delivery periods shall be extended and renegotiated between the parties. Manometal cannot be held liable for the resulting delay in performance.
- 6.7. In the case of a call-off contract and safe for the provisions of Article 6.1., a call-off order shall inform the Seller about the binding quantities at least two months before the delivery date, unless otherwise agreed. Additional costs caused in case of a late call-off order or subsequent changes to the order regarding the delivery date or quantity shall be borne by the Buyer, unless the Buyer is not responsible for the delay or the subsequent change.
- Call-off orders shall be made in such a way that the last delivery or the remaining delivery is made at the latest within two months after the end of delivery that has been agreed upon in the contract. After this date, storage charges and the current bank interest shall be added to the value of the stored goods. If a call-off order is placed without precise production or delivery conditions, Manometal can produce the entire agreed order quantity or partial quantities immediately and freely upon receipt of the respective call-off order, and the Buyer is obligated to accept all the produced goods.

7. Packaging

- 7.1. Unless otherwise agreed, the goods will be packaged in neutral boxes at Manometal's best discretion and provided with a Manometal standard label. Subsequently, the boxes are stacked on a pallet, which is charged additionally per delivery, and wrapped in nylon foil, labelled and registered as ready for delivery.

8. Delivery/shipping – transfer of risk

- 8.1. The Buyer will be notified about the goods that are ready for dispatch. Goods that are ready for dispatch must be accepted by the Buyer without delay. In alternative, Manometal shall be entitled to dispatch them at its own discretion or to store them at the expense and risk of the Buyer. If the Buyer is in default with regard to the fulfilment of the obligation to accept the goods for more than 14 (fourteen) calendar days after the notification of the readiness for dispatch of the goods, Manometal reserves the right to charge the Buyer for the storage and safekeeping costs up to the time of collection. The payment periods and terms of payment shall remain unaffected. If it has been agreed that payment must be made after delivery, the payment periods start at the notification of readiness for dispatch of the goods, or, only in the absence of this notification, at the agreed delivery date.
- 8.2. The risk is transferred to the Buyer when the goods are handed over to the transport company, and at the latest when the goods leave the Manometal premises, even if Manometal has undertaken to carry out the delivery.
- 8.3. After the goods have arrived at the place of delivery, the Buyer is obliged to countersign the transport documents and to return them to the Seller free of charge, so that the Seller disposes of all the necessary documents to prove that the shipping or export was carried out properly.
- 8.4. In recognition of national and international export and transport legislation and regulations, the Buyer undertakes to obtain all necessary export licenses / export documents at their own expense before the delivery of the products. The refusal of the application for an export license does not entitle the Buyer to withdraw from the contract or to claim damages.

9. Tools

- 9.1. Tools and equipment required for the execution of an order remain the exclusive property of Manometal, even if they have entirely or partially been invoiced to the Buyer. Tool costs caused by drawing changes are exclusively at the expense of the Buyer. If no new order is placed within 5 (five) years, tools etc. may be destroyed. In this case, the Buyer cannot claim any reimbursement of costs, remuneration or compensation.

10. Know-how und confidentiality

- 10.1. Manometal's know-how and any other information and documents are the exclusive property of Manometal and are provided to the Buyer for the sole purpose of concluding and executing the contract. The Buyer shall use all the information, documents (including samples, models and data) and knowledge that he receives during the business relationship exclusively for the jointly pursued purposes and shall keep them secret, not distribute or disclose them to third parties, using the same diligence as for its own corresponding documents and knowledge.

11. Trademarks and other intellectual property rights

- 11.1. Manometal is the exclusive owner of the patents, drawings, samples, models, tools and of any goods it uses for the production.
- 11.2. If the goods are produced on the basis of specifications, technical drawings and instructions provided by the Buyer, Manometal does not assume any liability for the infringement of intellectual property rights of third parties. In this respect, the Buyer is exclusively responsible and liable, and undertakes to indemnify Manometal by simple request against any claims or demands made against Manometal.

12. Quality of the goods and changes to the goods

- 12.1. The information and illustrations contained in brochures and catalogues as well as on the homepage are approximate customary values, unless they are expressly designated as binding by Manometal.
- 12.2. Manometal reserves the right to change its goods in order to improve their functionality and significance, as well as to meet its own technological and production requirements.

13. Notice of defects

- 13.1. Manometal guarantees that the goods are free from defects that make them unsuitable for the intended use or that reduce their value in a significant way. The properties of the products are exclusively based on the technical specifications, drawings and possible samples agreed in writing. If Manometal follows drawings, specifications, samples etc. of the Buyer, the Buyer assumes the risk of suitability of the produced goods for the intended use. Decisive for the condition of the goods as agreed upon is the moment of the transfer of risk.
- 13.2. The notice of defects must be given to the Seller within 10 (ten) days of receipt of the delivery or, in the case of defects that are not apparent, within 10 (ten) days of their discovery. The defects must be described in detail and in writing, and accompanied by the appropriate documentation.
- 13.3. Defective units must be returned to Manometal in the condition in which they were delivered, if possible in their original packaging. Manometal reserves the right to inspect the reportedly defective goods in order to determine whether they are responsible for the defect. Provided that the complaint is justified, Manometal will - at its own discretion - either provide a free replacement or a credit note. This does not constitute any acknowledgement of debt by Manometal with regard to direct and indirect or consequential damages of any kind, loss of profit or losses associated with the reported defect of the goods.

13.4. The return of reportedly defective products must always be authorised in advance and in writing by Manometal. In case of replacement, the replacement will be shipped at the expense of Manometal (including transport costs). The Buyer does not have the right to repair defective goods by himself or to have them repaired by third parties at the expense of Manometal without their prior consent.

13.5. Manometal is not liable for defects if they are caused by i) defects in raw resources, raw materials or parts supplied by the Buyer and/or purchased and used by Manometal according to the Buyer's instructions; ii) faulty assembly of the goods; iii) improper use of the goods by the Buyer; iv) alteration and/or processing of the goods (including nickel plating, hardening, bluing or mechanical processing etc.). v) repair of the goods by the Buyer; vi) negligence, imprudence or incompetence of the Buyer and/or third parties; vii) normal wear and tear, poor or inadequate storage or maintenance of the goods, use of aggressive substances.

14. Other claims, liability

14.1. Unless otherwise stated hereafter, other and further contractual or non-contractual claims of the Buyer against Manometal are excluded. Manometal is not liable for direct or indirect or consequential damages (including personal injury and property damage) not directly concerning the delivered goods. In particular, Manometal is not liable for loss of profit or other financial losses of the Buyer.

14.2. The abovementioned limitations of liability do not apply in the case of wilful intent or gross negligence. Furthermore, the limitation of liability does not apply in cases where the manufacturer is liable for defective goods according to Legislative Decree No. 206/2005.

15. Force majeure

15.1. Manometal cannot be held liable towards the Buyer if the performance becomes impossible due to a reason for which Manometal cannot be held responsible. This includes the following events of force majeure (non-exclusive list): labour disputes, strikes, riots, natural disasters, wars, epidemics, legal provisions, failure to deliver from suppliers and other unforeseeable, inevitable and severe events. If the impossibility of performance is only temporary, Manometal is released from its obligations to perform for the duration of the event and to the extent of its effects. This also applies if such events occur at a time when Manometal is in default.

15.2. Suppliers are not vicarious agents of Manometal. Manometal is not liable for their behaviour with regard to potential delays of the delivery.

16. Applicable law and jurisdiction

- 16.1. Any legal relations between Manometal and the Buyer are exclusively governed by the law of the Italian Republic, excluding the UN Convention on Contracts for the International Sale of Goods.
- 16.2. The court of Manometal's legal domicile shall have exclusive jurisdiction for any dispute between Manometal and the Buyer. However, Manometal is entitled to bring an action before the court of the Buyer's legal domicile or before any other competent court.

17. Organisational model pursuant to Legislative Decree No. 231/2001

- 17.1. Manometal carries out its activities in accordance with the principles of the organisation, management and control model and the code of ethics, which were introduced in application of Legislative Decree No. 231 of 8 June 2001. The Buyer agrees to the principles of the abovementioned organisation, control and management model and code of ethics and undertakes to respect its contents and values and, in general, to refrain from any behaviour that could constitute a criminal offence under Legislative Decree 231/2001. The Buyer undertakes to encourage its potential internal or external employees to comply with all the principles of the organisation, control and management model and the code of ethics of Manometal.
- 17.2. The violation of the rules of conduct provided for by the abovementioned documents constitutes a serious breach of contract. In the event of violation of the aforementioned regulations, as well as in the event of the Buyer or his employees committing a criminal offence provided for by Legislative Decree 231/2001, Manometal may terminate the contract in accordance with Article 1456 of the Civil Code. The notice shall be made by registered letter with reply advice or by certified electronic mail (PEC). The termination is immediately effective upon receipt of the notification. Manometal may also claim compensation for any damages suffered.

The Buyer expressly declares to accept the following conditions in accordance with Articles 1341 and 1342 of the Civil Code:

Art. 2 (Conclusion of the contract – offer and acceptance of the order); Art. 4 (Payment); Art. 5 (Production/sample); Art. 6 (Delivery quantity and date of delivery); Art. 8 (Deliver/shipping – transfer of risk); Art. 11 (Trademarks and other intellectual property rights); Art. 13 (Notice of defects); Art. 14 (Other claims, liability); Art. 15 (Force majeure); Art. 16 (Applicable law and jurisdiction); Art. 17 (Organisational model pursuant to Legislative Decree No. 231/2001)

The Buyer
