
Condizioni generali di vendita – General sales conditions

"GENERAL SALES CONDITIONS SILCART S.p.A."

1.0 SCOPE OF APPLICATION

1.1 These "terms and conditions SILCART S.p.A." apply to all contracts for the sale of products by SILCART S.p.A. and prevail in any case on the different ones prepared by the buyer (hereinafter also referred to as "Customer"). They regulate all current and future contracts between SILCART S.p.A. and the Customer, unless otherwise established by the particular conditions agreed from time to time between the parties. These general conditions do not apply to sales to consumers, but only to sales to buyers who act in the exercise of their business, commercial, craft or profession.

1.2 The term "special conditions" means the conditions agreed for each supply and indicated in the relative order confirmation.

1.3 The partial invalidity of a clause of the present "general conditions" will not entail the invalidity of the whole clause or of the general conditions. The invalidity of a clause will not result in the invalidity of the entire contract.

2.0 CONCLUSION OF THE CONTRACT

2.1 The Client's orders are not binding for SILCART S.p.A. therefore, upon receipt of each order, SILCART S.p.A. may send to the Customer, by e-mail or fax, the order confirmation with the indication of prices and special conditions. The Customer, within 2 (two) days after receipt of the order confirmation, will have to date it, sign it for acceptance and send it by fax or e-mail to SILCART S.p.A. Alternatively, the Customer may use certified e-mail. Even in the absence of the Customer's express acceptance in the aforesaid forms and modalities, the order, in the absence of contrary written communication from the Customer within 2 (two) days following receipt of the order confirmation, shall in any case be confirmed and binding under the conditions indicated in the order confirmation.

2.2 Acceptance of the order confirmation by the Customer also implies acceptance of the general terms and conditions. Every modification of the order confirmation requires the written consent of SILCART S.p.A. .

2.3 The execution of the contract by means of concluding behaviors implies acceptance of the particular and general conditions of sale, even if not signed by the parties. The consent is understood to be given, in any case, on the basis of the documents received from the parties up to the moment in which the first conclusive behavior has been placed concretely and validly in place, without prejudice to the provisions of article 1.1.

2.4 The Customer can not assign the contract without the written consent of SILCART S.p.A. ; even in the case of written consent to the sale by SILCART S.p.A. the Customer remains in any case

jointly and severally liable with the assignee for the transferred contract.

2.5 The Client, unless expressly permitted in writing by SILCART S.p.A, undertakes not to use any distinctive sign of SILCART S.p.A, nor any industrial property rights or know-how owned by SILCART S.p.A, whether or not it is covered by the patent, or any reference, transport material and / or document of origin SILCART S.p.A. The Customer also undertakes not to behave in such a way as to harm the image and integrity of SILCART S.p.A both as regards personal behaviors and third parties.

3.0 DELIVERY

3.1 The delivery date indicated in the order confirmation is not an essential term. If SILCART S.p.A., for production needs, cannot respect the delivery date indicated in the order confirmation, will communicate in writing to the customer the new delivery date. The exceeding of the expected date of delivery, can not in any case lead to the request for termination of the contract by the customer.

3.2 The Incoterms of the C.C.I. of Paris in their updated version find application only if expressly referred to in the order confirmation.

4.0 PRICES AND PAYMENTS

4.1 Prices are expressed in Euros.

4.2 Unless otherwise stated in the order confirmation, product prices include packaging costs, but do not include other costs related to the delivery of the product. Any discounts must be understood as special conditions reserved for the Customer receiving the order confirmation and not as commercial practice. Any changes to the prices indicated in the order confirmation (rounding off, reductions, offsets or other) must be agreed and accepted in writing by SILCART S.p.A. No price reductions are allowed, nor payment extensions not previously agreed and accepted in writing by SILCART S.p.A. .

4.3 The recipient of the payment is exclusively SILCART S.p.A. Any pecuniary obligation must be fulfilled at the headquarters of SILCART S.p.A. in Mignagola di Carbonera (TV), Via Spercenigo n. 5 c.a.p. 31030, except as indicated in the special conditions contained in the order confirmation.

4.4 For the payment methods we expressly refer to the special conditions contained in the order confirmation. In the event of deferred payment, failure to pay a single installment results in the loss of the benefit of the term and SILCART S.p.A. it will be able to act for the entire price, without the need for preventive notice or formal notice. In the event of delayed payment at the agreed deadlines, the customer will be charged with the legal interest in accordance with Italian Legislative Decree no. No. 231 of 2002 and subsequent amendments.

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4.5 In the event of a change in the prices of raw materials that occurred after the Customer sends the confirmation of the order confirmation, SILCART S.p.A. reserves the right to increase the sales price indicated in the order confirmation. SILCART S.p.A. will promptly notify in writing the increase of the sale price to the Customer, who, within 24 hours after receipt of the communication, will have the right to cancel the confirmed order in writing, excluding any other remedy. In the absence of any contrary written communication from the Customer within 24 hours following receipt of SILCART S.p.A. the price increase is accepted. Communications must be sent using the forms and methods provided for in clause 2.1 of these "general conditions".

5.0 PERSONALIZED OR NON-STANDARD PRODUCTS

5.1 For "customized and / or non-standard products" we mean those for which specific materials are planned for the customer and that this is therefore obliged to purchase, within one year from the first order confirmation, to the extent of the minimum quantity of product indicated in the offer of SILCART S.p.A.

If in the first order of "customized and / or non-standard products", the requested quantity is lower than the minimum quantity indicated by SILCART S.p.A. in the initial offer, the Customer is obliged to order, pay and collect, within one year from the acceptance of the first order confirmation, the remaining quantity, up to the minimum indicated in the initial offer.

6.0 RESERVED TITLE

6.1 The goods are sold subject to reservation of title until full payment is made of the price indicated on the invoice and any other accessory charge.

6.2 The issue of checks, bills of exchange, drafts and assignments does not constitute payment except for the good purpose of the same. In all cases of non-performance attributable to the Customer, SILCART S.p.A. may retain, as a penalty, all payments received up to the time when such non-fulfillment occurred. The right of SILCART S.p.A. to compensation for further damages remains in any case unprejudiced.

6.3 The Customer undertakes to cooperate with SILCART S.p.A. to the extent necessary to protect the property right of SILCART S.p.A. on products sold. Any resale to third parties of goods subject to reservation of title should be expressly authorized by SILCART S.p.A. in writing. SILCART S.p.A. is authorized to perform, at the expense of the Customer, all the formalities necessary to make the reservation of title enforceable against third parties.

7.0 LONG TERM SUPPLIES

7.1 SILCART S.p.A. will not be considered bound by any requests for long-term supply if these requests are not expressly accompanied by a detailed order program confirmed by SILCART

S.p.A.. Long-term supply means a Customer request made for multiple deliveries over time. A detailed order program must be understood as a Customer order containing the type of goods, quantity and delivery times.

7.2 Except for the provisions of clause 7.1, the Customer's purchase forecasts are not binding for SILCART S.p.A..

8.0 LIABILITY AND LIMITATIONS

8.1 The products are manufactured and identified in compliance with the rules and regulations in force at the place of manufacture; any specific requirement must be previously agreed in writing between the parties.

8.2 SILCART S.p.A. is not responsible for direct and indirect damage to persons and / or property if the defect of the product that caused the damage did not exist at the time of delivery of the product to the Customer.

8.3 If SILCART S.p.A. is held responsible for any damage caused by the defects of its products, with reference to damage to property, SILCART S.p.A. will recognize, against the damage caused, a maximum amount equal to the price paid by the customer for the purchase of the product that caused the damage.

8.4 Subject to legal limits, in no case SILCART S.p.A. is responsible for the following:

- a. Claim for compensation from the final user .;
- b. Loss of profits, earnings, benefits;
- c. Damage to the image;
- d. Any other possible damage, even indirect, incidental, special or other economic damage.

8.5 The Customer will indemnify SILCART S.p.A. from any request for damage due to improper use of the product or use that does not comply with the indications provided by SILCART S.p.A..

9.0 DENUNCIATION OF DEFECTS AND COMPLAINTS

9.1 Complaints concerning any faults and defects of the products must be made exclusively in writing, in the forms and with the methods provided for in clause 2.1, for faults and defects apparent within the term of 8 (eight) working days from delivery of the products to the customer; for hidden defects or defects within 8 (eight) days from the discovery but not later than 12 (twelve) months from delivery of the products to the Customer. The complaint must clearly state the nature of the defects, the production lot number, the order number, the references to the transport documents and be accompanied by the necessary photographic references. SILCART S.p.A. undertakes to replace all or part of the products recognized as flawed, whose denunciation has taken place in the terms indicated above, with the right to request the return of the latter. Except in cases of willful misconduct or gross negligence, the aforementioned provision excludes any other guarantee or liability of SILCART

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S.p.A. however originating from the products supplied or their resale.

9.2 In any case, denunciations or complaints, for any reason raised, will not entitle the suspension of payments of the supplies made by SILCART S.p.A. nor to the termination of the contract.

10.0 JURISDICTION AND COMPETENT COURT - APPLICABLE LAW

10.1 Any dispute over the interpretation, validity and effectiveness of this contract, its "general conditions" and its "special conditions", as well any dispute anyhow related thereto, will be decided by the Court of Treviso (Italy) with the exclusion of any other jurisdiction, without prejudice to the faculty of SILCART S.p.A. to act, notwithstanding the foregoing, at the Customer's court.

10.2 The contract, the order confirmation, the "general conditions", the "special conditions" and any modification thereof are governed by Italian law.

10.3 In case of discrepancy between the Italian version of the order confirmation, of the "general conditions", of the contract, of the "special conditions" and the translated version into other languages of the order confirmation, of the "general conditions", of the contract and of the "special conditions", the Italian version prevails in any case. The Italian version is the only one to have legal value.

11.0 PRIVACY

11.1 In the execution of contractual relations, personal and contact data (personal data, company e-mails, company telephones, smartphones for business use, etc.) of administrators, employees and collaborators who, depending on the tasks assigned, manage the contract and / or perform it, may be communicated to each other or otherwise made available to their respective contacts.

Therefore, both Parties will process such personal data to the extent that they are strictly necessary for the execution of all aspects of the contract.

The Customer hereby declares that he has received all information (www.silcartcorp.com) as required by Art. N. 12 of the European Regulation on the Privacy Protection 679/2016 and the National Legislation (for Italy L.G.V. D. N. 196 of 2003 as modified by the L.G.V. D. N. 101/2018)

12.0 Statement pursuant to Legislative Decree 231/2001.

12.1 SILCART S.p.A. has adopted its own 'Code of Ethics' and a Model of Organization Management and Control in application of Italian Legislative Decree 231/2001 and subsequent

amendments and additions (the "Model 231"), whose texts can be consulted on the Silcart S.p.A website. at www.silcartcorp.com

12.2 The Customer declares to know the provisions contained in the "Code of Ethics" adopted by SILCART S.p.A. and to comply with the principles established in the Code of Ethics, in particular, to observe the duty of reporting as provided for in the above-mentioned Code of Ethics. The Customer's failure to comply with the commitment assumed in this article determines a serious breach of the sales contract and constitutes a reason for termination of the right pursuant to and for the purposes of art. 1456 Italian Civil Code.

12.3 The Customer acknowledges that Silcart S.p.A. has adopted a Management and Control Organization Model pursuant to Legislative Decree 231/2001 (the "Model 231"), which it declares to have read. The Client undertakes to carry out its activities in compliance with the principles indicated in this "Model 231" and, in general, in compliance with the laws in force and the principles of fairness and transparency, committing itself to adopting, in its own business organization, appropriate rules for the prevention of the crimes provided for by Italian Legislative Decree 231/2001. In case of violation of the obligations referred to in this article by the Customer, Silcart S.p.A. reserves the right to terminate the contract of sale, without prejudice to any request for compensation if damage derives from this behavior, and/or in case of application to S.p.A. by the judge of the sanctions provided for by Italian Legislative Decree 231/2001.

Date.....

SILCART S.p.A.

CUSTOMER (Stamp and Signature)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares to have read and approve specifically the following clauses in writing:

2) conclusion of the contract and prohibition to assign the contract, 3) delivery, 4) prices and payments (change in raw material prices), 5) customized or non-standard products, 7) long-term supplies, 8) responsibilities and limitations, 9) denunciation of defects and complaints, 10) jurisdiction and competent court - applicable law.

Date

CUSTOMER (Stamp and Signature)