

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. SCOPE OF APPLICATION

- 1.1 THESE GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY SHALL APPLY TO ALL PURCHASE AND DELIVERY AGREEMENTS CONCLUDED BETWEEN D.H. LAMINA S.R.L. (HEREINAFTER REFERRED TO AS "SELLER") AND ITS CUSTOMERS (HEREINAFTER REFERRED TO AS "BUYER"). THEY SHALL IN ALL CASE TAKE PRECEDENCE OVER ALL ALTERNATIVELY WORDED CONDITIONS SUPPLIED BY THE BUYER.
- 1.2 ACCEPTANCE IN WRITTEN OF THESE TERMS MEANS THE FULLY ACCEPTANCE OF ANY EXISTED AGREEMENT OR ANY AGREEMENT INTENDED TO BE SIGNED. ANY FUTURE CHANGES COULD BE CONSIDERED VALID ONLY IN CASE OF ACCEPTANCE IN WRITTEN BY BOTH PARTIES.
- 1.3 ALL DOCUMENTS EXCHANGE BETWEEN PARTIES CANNOT BE CONSIDERED VALID UNTIL WHEN AN ORDER CONFIRMATION BY THE SELLER HAS BEEN SEND TO THE BUYER. ORDER CONFIRMATION MAKES ANYWAY REFERENCE TO THESE TERMS.

2. PRICES

- 2.1 THE PRICES SHALL NOT BE BINDING UNLESS CONFIRMED BY US IN WRITING AND, EXCEPT WHERE OTHERWISE INDICATED, SHALL BE EXCLUDED OF VALUE ADDED TAX, FREIGHT, POSTAGE AND PACKAGING.
- 2.2 MINIMUM ORDER VALUE IS EUR 500,00. IN ORDER TO PARTIALLY OFFSET THE ORDER HANDLING, WE WILL APPLY COSTS FOR THE DIFFERENCE BETWEEN ORDER VALUE AND MINIMUM INDICATED.
- 2.3 THE SELLER RESERVES TO COMMUNICATE OR CHANGE THESE TERMS IN ANY MOMENT: DURING OFFER OR AFTER ORDER CONFIRMATION ISSUE, IF IT WAS NOT POSSIBLE TO DO IT BEFORE.

3. PAYMENTS

- 3.1 INVOICES SHALL BE PAID IN ADVANCE, WITHOUT ANY DEDUCTION OF ANY KIND, EXCEPT WHERE OTHERWISE AGREED IN WRITING.
- 3.2 ANY DISCOUNT AGREED UPON SHALL ALWAYS RELATE ONLY TO THE INVOICED VALUE EXCLUDING VALUE ADDED TAX, FREIGHT, POSTAGE AND PACKAGING.
- 3.3 THE DATE INDICATED ON THE INVOICE OF THE SELLER SHALL BE THE CRITERION BY WHICH THE ADHERENCE TO THE PAYMENT PERIOD AND ENTITLEMENT TO A DISCOUNT ARE ASSESSED.
- 3.4 IF THE PAYMENT PERIOD IS NOT ADHERED TO, THE SELLER SHALL, WITHOUT PREVIOUS REMINDER, REQUIRE ADMINISTRATIVE COSTS AND LEGAL INTERESTS ACCORDING D.LGS 231/2002 OF THE ITALIAN LAW.
- 3.5 FAILURE TO COMPLY WITH THE PAYMENT CONDITIONS SHALL, WITHOUT PREJUDICE TO HIS OTHER RIGHTS, RELEASE THE SELLER FROM THE OBLIGATION TO DELIVER. IN ADDITION, THE SELLER SHALL BE ENTITLED, IF THERE IS A WELL-FOUNDED ASSUMPTION THAT THE BUYER WILL NOT PERFORM A MATERIAL PART OF HIS OBLIGATIONS, TO DEMAND PAYMENT IN ADVANCE FOR FURTHER ORDERS.
- 3.6 CLAIMS BY THE BUYER THAT ARE CONTESTED BY THE SELLER OR THAT HAVE NOT CONFIRMED SHALL NOT ENTITLE THE BUYER TO WITHHOLD OR OFFSET PAYMENT. IT IS ANYWAY FORBIDDEN TO SELL ANY CREDIT IN EXISTENCE WITH THE SELLER TO ANY OTHER SUBJECT WITHOUT WRITTEN PERMISSION OF THE SELLER.
- 3.7 BUYER CANNOT ANYWAY CLAIM ANY SITUATION TO THE SELLER AND SO WITHHOLD OR OFFSET PAYMENT IF IT HAS NOT FULFILLED ALL ITS OBLIGATIONS (CLAUSE "SOLVE ET REPETE").

4. SUPPLIES (DELIVERY CONDITIONS, TOLERANCES ON QUANTITIES, CERTIFICATIONS, SHIPMENTS)

- 4.1 EXW DELIVERY CONDITION OF INCOTERMS© 2010 OF INTERNATIONAL CHAMBER OF COMMERCE SHALL APPLY TO ALL OUR PURCHASE AND DELIVERY AGREEMENTS, EXCEPT WHERE OTHERWISE AGREED IN WRITING.
- 4.2 SEMI-FINISHED MATERIALS, MACHINED PARTS AND ALL COMPONENTS IN GENERAL WILL BE PACKED ACCORDING OUR STANDARDS, FOR FREE. THEY WILL BE PACKED WITH PALLET OR CARDBOARD BOXES ACCORDING DIMENSION AND WEIGHT. ANY DIFFERENT REQUEST WILL BE EVALUATE AND COULD REQUIRE ADDITIONAL COSTS.
- 4.3 DELIVERY DATE INDICATED ON OUR ORDER CONFIRMATION DOES NOT ASSURE THE EXACT DAY OF ARRIVAL AT BUYER WAREHOUSE, BUT IT IS MEANT TO BE THE DAY OF SHIPMENT FROM THE SELLER PLANT. IT DOES NOT ANYWAY ALLOW ANY REQUEST FROM SANCTION FROM THE BUYER AND DOES NOT JUSTIFY ANY DELAY IN PAYMENTS LINKED TO ALREADY ISSUED INVOICES IN CASE DATE WILL BE NOT RESPECTED.
- 4.4 RETURNS FOR WHICH THE SELLER CANNOT BE HELD LIABLE SHALL BE CHARGED TO THE BUYER AND ANYWAY ACCEPTED IN WRITING BY THE SELLER.

- 4.5 THE SELLER SHALL BE PERMITTED TO CARRY OUT PARTIAL DELIVERIES, EXCEPT WHERE OTHERWISE AGREED IN WRITING. DELIVERY OF UP TO 20% MORE OR LESS THAN THE QUANTITY AGREED UPON SHALL BE PERMISSIBLE. PAYMENT OF THESE HIGHER QUANTITIES IS ANYWAY DUE.
- 4.6 SELLER COULD SUPPLY CERTIFICATIONS OR DECLARATIONS ONLY IF AGREED BEFORE ORDER IN WRITING DECLARATIONS AND CERTIFICATIONS COSTS WILL BE AGREED UPON.
- 4.7 THE SELLER SHALL SUPPLY THE BUYER IN ACCORDANCE WITH ISO 9001:2015 CERTIFIED PROCESS. ADDITIONAL DEMANDS OF THE BUYER SHALL REQUIRE A SEPARATE AGREEMENT.
- 4.8 SELLER WILL COMMUNICATE TO THE BUYER WHEN ORDER/S WILL BE READY IN ITS WAREHOUSE. BUYER WILL BE OBLIGED TO PICK IT UP WITHIN 4 WEEKS FROM COMMUNICATION DATE. IN CASE THE BUYER WILL NOT PICK UP THE ITEMS ACCORDING THIS TERM, THE SELLER COULD CONSIDER THE CONTRACT CLOSED AND, IN CASE OF LACK OF RESOLUTION, REQUIRE COMPENSATION FOR DAMAGES. IT IS ANYWAY INTENDED THAT, AFTER 12 WEEKS FROM THE COMMUNICATION, THE SELLER WILL BE AUTHORISED TO DISPOSE OF THE GOODS, DUE TO THE LACK OF INTEREST FROM THE BUYER. IN THIS CASE, THE BUYER WILL BE AUTHORISED TO ASK FOR COMPENSATION FOR ANY ADDITION COSTS AND THE TOTAL PRICE OF THE GOODS. PASSING OF THE RISK WILL BE CONSIDERED THE SAME DAY OF THE COMMUNICATION DATE.

5. WARRANT, LIABILITY

- 5.1 THE SELLER UNDERTAKES TO EXECUTE THE ORDER IN ACCORDANCE WITH THE AGREEMENT AND TO FULFIL HIS WARRANTY OBLIGATIONS.
- 5.2 WARRANTY IS LIMITED TO THE EXECUTION OF THE CONTRACT IN ACCORDANCE TO TECHNICAL SPECIFICATIONS AND DISQUALIFY ANY OTHER WARRANTY. SELLER WARRANTY IS JUST LIMITED TO PRODUCTION DEFEATS OR SEMI-FINISHED MATERIAL DEFEATS, WHICH COULD BE, ACCORDING HIS EXPERIENCE, FIXED OR SUBSTITUTED. SO, SELLER CANNOT BE ACCUSED FOR DIRECT OR INDIRECT DAMAGES CAUSED BY THE PRODUCT OR BY ITS APPLICATION.
- 5.3 ANYWAY, DIMENSIONAL CHANGES CAUSED BY THERMAL EXPANSION AND/OR MOISTURE-WATER ABSORPTION CANNOT BE CONSIDERED AS DEFECTS OF THE GOODS, BECAUSE THE NATURE ITSELF OF THE SUPPLIED GOODS IS SUBJECT TO DEFORMATION, CAUSED BY THESE CIRCUMSTANCES.
- 5.4 CLAIMS MUST BE COMMUNICATED JUST AFTER THE GOODS RECEIPT, OR MAXIMUM WITHIN 2 WEEKS AT DEFEAT NOTICE, MAXIMUM WITHIN 4 WEEKS FROM GOODS RECEIPT. COMMUNICATION MUST BE DONE VIA E-MAIL (PEC) TO THE ADDRESS SALES@DHLAMINA.COM. AFTER THIS PERIOD THE CLAIM WILL NOT BE CONSIDERED VALID AND WARRANTY WILL FALL.
- 5.5 CLAIMED PARTS CANNOT BE SHIPPED BACK TO THE SELLER, MACHINED, TRANSFORMED OR THREW OUT WITHOUT THE PERMISSION OF THE SELLER, WHO WILL AUTHORIZED TO CHECK THESE DEFECTS AT BUYER WAREHOUSE, AT GOODS LOCATION OR ASK THEM TO BE SHIPPED TO ITS WAREHOUSE.
- 5.6 SELLER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE DURING SHIPMENT OF GOODS, ALSO IN CASE OF THE TRANSPORT IN CHARGE TO THE SELLER. ANY CLAIM FOR SUCH LOSS OR DAMAGE SHALL BE ADDRESSED DIRECT TO THE DELIVERING FREIGHT OFFICE OR CARRIER.
- 5.7 ANY TECHNICAL SUPPORT SUPPLIED BY THE SELLER IS DONE FOR FREE AND THE SELLER SHALL NOT BE HELD LIABLE LINKED TO ANY INFO OR RESULT OBTAINED; THEY ARE TAKE AND ACCEPTED BY THE BUYER AT HIS OWN RISK.

6. TEST PARTS, MOULDS, TOOLS

- 6.1 IF THE BUYER HAS TO PROVIDE TEST PARTS, MOULDS OR TOOLS FOR THE EXECUTION OF THE ORDER, THE SAME SHALL BE SUPPLIED IN DUE TIME, FREE OF PAYMENT AND DEFECT, TO THE PRODUCTION SITE IN THE AGREED QUANTITY, OR ELSE WITH A SUITABLE ADDITIONAL QUANTITY FOR POTENTIAL REJECTS. IF THIS IS NOT DONE, THE COSTS CAUSED THEREBY AND OTHER CONSEQUENCES SHALL BE BORNE BY THE BUYER.
- 6.2 THE COSTS FOR THE PRODUCTION OF TEST PARTS INCLUDING THE COSTS FOR MODELS AND TOOLS SHALL BE BORNE BY THE BUYER, EXCEPT WHERE OTHERWISE AGREED IN WRITING. WITH RESPECT TO TOOLS, MOULDS, AND OTHER DEVICES PROVIDED BY THE BUYER, THE SELLER'S LIABILITY SHALL BE LIMITED TO THE SAME CARE AS EXERCISED IN ITS OWN MATTER. COSTS FOR SERVICING AND CARE SHALL BE BORNE BY THE BUYER. THE SELLER'S OBLIGATION TO KEEP THE SAME SHALL EXPIRE AT THE LATEST TWO YEARS AFTER LAST MANUFACTURE FROM THE MOULD OR TOOL. PROPERTY TOO WILL EXPIRE AFTER THE SAME PERIOD OF 2 YEARS.

7. FORCE MAJEURE

- 7.1 NEITHER PARTY SHALL BE LIABLE FOR DELAY OR NON-PERFORMANCE OF ITS OBLIGATIONS HEREUNDER (OR PART THEREOF) IF THE CAUSE OF DELAY OR NON-PERFORMANCE IS AN EVENT

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WHICH IS UNFORESEEABLE, BEYOND THE CONTROL OF THE PARTY AFFECTED, AND CANNOT BE REMEDIED BY THE EXERCISE OF REASONABLE DILIGENCE, INCLUDING WITHOUT LIMITATION ACTS OF GOD, ACTS OF CIVIL WAR OR MILITARY AUTHORITY, GOVERNMENTAL ORDERS, WAR, FIRE, EXPLOSION, LABOUR UNREST (EXCEPT IF LIMITED TO THE PARTY AFFECTED) OR EPIDEMIC. ALL THESE SITUATIONS ARE TAKEN AS EXAMPLED AND THEY DO NOT EXCLUDE ANY OTHER POSSIBLE SITUATION.

- 7.2 THE PARTY AFFECTED SHALL BE RELIEVED FROM ITS OBLIGATIONS (OR PART THEREOF) AS LONG AS THE FORCE MAJEURE LASTS AND HINDERS THE PERFORMANCE OF SAID OBLIGATIONS (OR PART THEREOF), IT BEING UNDERSTOOD THAT FORCE MAJEURE SHALL NOT EXCUSE ANY OBLIGATION OF THE BUYER TO PAY FOR INVOICES DUE IN ACCORDANCE WITH THE PROVISIONS HEREOF.
- 7.3 THE PARTY AFFECTED SHALL PROMPTLY NOTIFY (1 WEEK) THE OTHER PART AND MAKE REASONABLE EFFORTS TO MITIGATE THE EFFECTS OF FORCE MAJEURE WITH REASONABLE DISPATCH.
- 7.4 SELLER AND BUYER MUST ANYWAY DO THE OUTMOST TO COMPLY THEIR AGREEMENTS.

8. CONTRACT DISSOLUTION

- 8.1 SELLER COULD CONSIDER AS CLOSED ALL CONTRACT AGREEMENTS, ACCORDING EX ART. 1456 C.C. OF THE ITALIAN LAW, WITHOUT ADVICE, IN CASE THE BUYER COULD RESULT RESPONSIBLE OF THE LACK OF A SINGLE PAYMENT DUE TO THE SELLER OR IF THE SELLER COULD NOTICE A REASONABLE LACK OF CONFIDENCE IN BUYER ECONOMICAL SITUATION.
- 8.2. IT ANYWAY DEPENDS ON THE SELLER THE USAGE OF SUCH AN INSTRUMENT INDICATED IN POINT 8.1, WHO COULD ANYWAY DECIDES TO GO FURTHER WITH CONTRACT OR JUST DELAY ITS OBLIGATIONS.
- 8.3. IT IS ANYWAY INTENDED THAT, IN CASE OF DAMAGE BY THE BUYER, THE SELLER COULD ASK FOR A PAYMENT.
- 8.4. BOTH PARTIES HAVE THE RIGHT TO DISSOLVE THE CONTRACT, ACCORDING ART. 1456 C.C. OF THE ITALIAN LAW, IN CASE OF INSOLVENCY, WOUND UP, FAILURE OR OTHER LEGAL PROCEDURES.

9. CONCLUDING PROVISIONS (CONTRACTUAL CHANGES, LANGUAGE, PRESERVATION, COMPETENCE, JURISDICTION AND COURT)

- 9.1 CHANGES AND / OR INTEGRATIONS ARE VALID ONLY IF TAKEN IN WRITING.
- 9.2 ORIGINAL VERSION OF THIS DOCUMENT IS THE ONE IN ITALIAN LANGUAGE.
- 9.3 IF, ON WHATEVER GROUNDS, ONE OR MORE STIPULATIONS OF THESE GENERAL CONDITIONS OF SALE AND DELIVERY ARE OR BECOME INEFFECTIVE EITHER N WHOLE OR IN PART, THE OTHER STIPULATIONS SHALL REMAIN IN EFFECT UNCHANGED, THE CONTRACTING PARTIES UNDERTAKE TO AGREE ON REPLACEMENT STIPULATIONS WHICH REPRESENT AS CLOSELY AS POSSIBLE THE CONTENT OF THE INEFFECTIVE STIPULATIONS.
- 9.4 ALL AGREEMENTS AND SO, THE EFFECTS OF THESE GENERAL CONDITIONS OF SALE AND DELIVERY ARE UNDER THE JURISDICTION OF THE ITALIAN LAW.
- 9.5 THE ORDINARY COURT OF BRESCIA, ITALY, SHALL HAVE EXCLUSIVE COMPETENCE TO DECIDE ON ALL LITIGATION ARISING OUT OF OR IN CONNECTION WITH INDIVIDUAL PURCHASE OR DELIVERY AGREEMENTS.

MAZZANO (BS),	
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SELLER	BUYER

IN COMPLIANCE WITH ART. 1341 COMMA 2 C.C. OF THE ITALIAN LAW, BUYER DECLARES THE HAVE READ, AND SO KNOW AND SO APPROVE ALL POINTS INDICATED IN ARTICLES: 1. SCOPE OF APPLICATION; 2. PRICES; 3. PAYMENTS; 4. SUPPLIES (DELIVERY CONDITIONS, TOLERANCES ON QUANTITIES, CERTIFICATIONS, SHIPMENTS); 5. WARRANTY, LIABILITY; 6. TEST PARTS, MOULD, TOOLS; 7. FORCE MAJEURE; 8. CONTRACT DISSOLUTION; 9. CONCLUDING PROVISIONS (CONTRACTUAL CHANGES, LANGUAGE, PRESERVATION, COMPETENCE, JURISDICTION AND COURT).

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