



GENERAL CONDITIONS OF SALES - MICROINGRANAGGI S.R.L. 03/2023

1 - Overview These terms and conditions of use govern all current and future sales contracts between the parties and also govern the planning contracts so far as they are applicable to them. In case of exception, agreed in writing, these conditions will continue to apply in the parts not annulled. General conditions of the Buyer does not apply to future relations between the parties unless expressly in writing by MICROINGRANAGGI.

2 - Contract formation Acceptance, on the part of the Buyer, of the offer, or confirmation of the order from MICROINGRANAGGI, however effected, confirms application of these terms and conditions of the sales contract, even when the acceptance eventuates through the simple execution of the contract. The Offer is considered irrevocable only if it is qualified in writing, and a term of validity is specified. Any changes required by the Purchaser in relation to quantity and / or delivery terms agreed upon always require a prior written acceptance from MICROINGRANAGGI.

2.1 Tolling order - MICROingranaggi will not carry out quantity and / or conformity controls of the products received, with the respect to what is indicated in the confirmed order and / or with respect to the specifications / drawings of the Buyer (unless differently agreed). Therefore, any liability and / or greater cost arising from any quantitative and / or qualitative discrepancy of the products will be the sole responsibility of the Buyer.

2.2 Multiple-batch order - Any postponement requests will not be taken into consideration if communicated within 5 working days before the date of delivery. No new orders will be accepted for items for which a previous order is still in progress, unless the start date of the new order is after the expiry of the previous one. The multiple batch order can be scheduled or open:

- **Scheduled order**
 - The order must have a duration between 6 and 12 months from the date of the first delivery.
 - The dates and quantities of all deliveries must be established in the order itself, in compliance with the lead time of the item specified by MICROingranaggi.
- **Open order**
 - The order must have a duration of 12 months from the date of first delivery.
 - The date and quantity of the first delivery must be established in the order itself, in compliance with the lead time of the item specified by MICROingranaggi.
 - The Buyer must provide a forecast collection plan at the time the order is sent. Any variations exceeding +/- 10% on the forecast quantities, as well as any requests for advances with respect to the dates communicated must be made with adequate notice and agreed with MICROingranaggi.

3 - Technical documentation

3.1 MICROINGRANAGGI designs or technical information - Any design or technical document that allows the realisation of the items sold to or on behalf of the Buyer, either before or after the conclusion of the contract, remains the exclusive property of MICROINGRANAGGI, unless otherwise agreed upon between the parties. These drawings or documents can not be used by the Buyer or copied, reproduced, transmitted or communicated to third parties without the consent of MICROINGRANAGGI.

3.2 Products from the catalogue - size, weight, capacity, performance, pricing and other data contained in the catalogues, illustrations, price lists or other documents illustrative of MICROINGRANAGGI, as well as the characteristics of the samples to be sent to the Buyer, have character indications which are approximate, except those which have been expressed in writing in the offer or the acceptance from MICROINGRANAGGI. The latter reserves the rights at any time to make insubstantial modifications, considered convenient accepted, to its products, giving notice to the Buyer about the supplies to whom they are directed.

4 - Warranty

4.1 Compliance of products – MICROINGRANAGGI ensures that its products meet the technical specifications for design expressly agreed in the contract. This, with the exclusion of any guarantee as to the specific uses to which the Buyer or his sub – buyer destine the product and subject to the assumptions on which MICROINGRANAGGI has provided for in their planning. The guarantee allows a tolerance of 2% of non-conforming / defective products on each batch delivered.

4.2 Extended Warranties - The warranty for defects is limited to defective products resulting from defects in the materials used, or from workmanship referable to MICROINGRANAGGI. This does not apply if the Buyer has had the product repaired or altered without consent from MICROINGRANAGGI, or if they have been used in an unsuitable manner, or for purposes other than stipulated. In cases where the design has been carried out by MICROINGRANAGGI, or if these products have undergone further processing / treatment by the Buyer, MICROINGRANAGGI is not responsible for lack of conformity of products arising, even indirectly, from drawings, plans, information, documentation, guidance, instructions, samples, materials, semi-finished products, components and so on provided, indicated or required by the Buyer or individuals acting in any capacity, on behalf of them. MICROINGRANAGGI does not assume, in fact, any responsibility for product design and their response to the use to which they are intended, that is the outcome sought by the Industrial Buyer, except where there is a separate written agreement, MICROINGRANAGGI takes office to arrange for product design at the request of the Buyer. MICROINGRANAGGI finally, does not respond to the lack of conformity of products which, through the nature of normal use, are subject to rapid and continuous wear e.g. Gaskets, bearings, lubricants, etc.). For components which MICROINGRANAGGI purchases from third parties (e.g. Screws, standardized, electrical components, etc..) the guarantee provided by the third party applies and MICROINGRANAGGI does not accept responsibility for direct or indirect damage caused by these components.

4.3 Duration - The guarantee has a duration of 12 months from the date of delivery, and is subject, under this article, to expressly written claims made by the Buyer. The guarantee coverage for products replaced or adjusted expires as for the products originally granted.

4.4 Complaints - The Buyer is required to verify the conformity and lack of defects of the products, making complaints and disputes in writing with detailed indication of defects or non-compliance. The total amount found not to agree should in any case be higher than the tolerance referred to in 4.1. The Buyer loses his right to make a claim under the guarantee if we are not allowed to make reasonable checks which MICROINGRANAGGI requires, or if having requested a refund for defective products, the Purchaser fails to return them within a short period of the request. With regard to products designed by MICROINGRANAGGI, complaints will not be accepted about diversity of any kind between one batch and another of the same product or about sampling, unless MICROINGRANAGGI is consented testing and / or a set supply, with clearly and expressly indicated specifications to be respected, accepted in writing by MICROINGRANAGGI. If the complaint is unfounded, the Purchaser will be required to compensate MICROINGRANAGGI for all the expenses incurred during the investigation.

4.5 Remedies – Following a legal and founded complaint from the Buyer, subject to the tolerance stipulated in 4.1, MICROINGRANAGGI, within a reasonable time and with regard to the size of the dispute, may at its sole discretion and choice:

a) provide, free of charge to the Buyer, factory franc products of the same kind and quantity to those which do not comply with the agreed; MICROINGRANAGGI can request a return of non-compliant products, which become their own property, or their destruction at the expense of the Buyer;

b) adjust the non conforming products;

c) authorise the Buyer to take action compensating them for costs incurred, agreed in advance and expressly accepted by MICROINGRANAGGI in writing;

d) credit the Buyer with an amount equal to the price of non-compliant products.

4.6 Limitation of Liability - This guarantee is absorbent and substitutable by legal guarantees for services and compliance, and excludes any possible liability to MICROINGRANAGGI, however arising, from products provided, subject to civil liability described in Article 6. No other remedy or claim may be invoked by the Buyer, in the same way no other costs or expenses will be charged to MICROINGRANAGGI: in particular, compensation for any direct, indirect or consequential loss of production or lack of profits are excluded.

5 – Testing. MICROINGRANAGGI performs a simple visual inspection, limited to the exterior of the products unless more detailed inspections and tests, as well as the payment of related expenses, have been agreed in advance in writing by the Buyer.

6 – Liability. The compensation for damages to persons or property resulting from defective products supplied and directly traceable to MICROINGRANAGGI, is strictly limited to the liability insurance policy for the same and is subject to the terms and conditions of application of that policy.

7 - Delivery

7.1 Effect of delivery terms- even when the parties have agreed on a delivery date, it does not come into effect until the following conditions have been verified:

- a) the Buyer has provided the payment of the instalment price due in advance, and also**
- b) the Buyer has notified and / or provided processing, semi-technical data or other instructions for the development of products**

when it is expected that the provision is based on that documentation.

7.2 Late Delivery - If a delay of more than 20 working days in the delivery of products is established, and due to MICROINGRANAGGI, the Purchaser will be entitled to a penalty for each subsequent week of delay equal to 0.5% of the value of products that the delay refers to, up to a maximum of 5%. Any further liability for damages resulting from delayed delivery is excluded.

7.3 Obligation of the Buyer to accept the delivery of products – the Buyer is always required to accept the delivery of the goods, even for partial deliveries, or if the products are delivered after the delivery date. If the Purchaser fails to accept the delivery of the products, for reasons not attributable to MICROINGRANAGGI, the Buyer shall bear all costs that may arise and any sum due, for any title, and this will be immediately required.

7.4 Delivery quantity - MICROINGRANAGGI undertakes to respect the required quantity with a tolerance of + / - 10% and reserves the right to consider the order evaded if deemed too costly to integrate any missing pieces to the balance required.

7.5 Impediments independent of the parties' wishes - The delivery period will be extended for a period equal to the duration of the impediment. The occurrence of cases not dependent on MICROINGRANAGGI or the Buyer in any way, such as fire, floods, lack of power, absence or scarcity of raw materials, accidents and breakdowns of the production plants of MICROINGRANAGGI, and other impediments, beyond the parties, which make the delivery temporarily impossible or prohibitively expensive. In no case, due to the occurrence of the circumstances stated in this Article, may the Buyer demand compensation or indemnity of any kind.

7.6 Transit Risk - Goods always travel at the Buyer's own risk even if the responsibility of the payment of transport is established to be that of MICROINGRANAGGI. Any responsibility for even partial damage, theft, robbery, loss, damage caused by weather and / or disputes as to the packaging are excluded unless expressly agreed in writing. The stipulation of insurance policies on transport and / or loading-unloading of the goods is the responsible and the duty of the Buyer.

8 - Prices – Payments

8.1 Unless otherwise agreed, the prices of products are always in Factory Franc. In the event of unforeseen increases in the cost of raw materials following the date of conclusion of the contract, and duly documented, MICROINGRANAGGI reserves the right to adjust the price. The payments, and any net sum due to any title to MICROINGRANAGGI to the site of MICROINGRANAGGI in Buccinasco (MI) and must be conducted in accordance with the agreed modalities.

8.2 - Late payments – Any delay or irregularities in the payment gives MICROINGRANAGGI the right to suspend supplies, even if not related to the payments in question, in other words to modify the mode of payment for subsequent deliveries, except the right to compensation for damages. The delay in payments also gives MICROINGRANAGGI the right to exclude the guarantee stipulated in Article 4 for the entire period during which the delay continues. The Buyer can not claim on any infringements by MICROINGRANAGGI if it is not up to date with the payments. The Buyer is required to pay in full even in the event of dispute or controversy.

9 – Withdrawal.

In the event that a MICROINGRANAGGI planning activity in the buyer's favour is object of the contract, the MICROINGRANAGGI shall have the faculty to terminate the contract unilaterally giving the other party written notice thereof. MICROINGRANAGGI shall compensate the buyer merely with a sum equal to 5% of the price paid to MICROINGRANAGGI until that time. The buyer shall not have the right to claim other penalties or have a title to whatsoever pretensions related to this termination.

10 - Jurisdiction

For any disputes concerning or relating to contracts to which these present conditions are applied, the Court of Milan is the sole and exclusive competence; nevertheless, MICROINGRANAGGI will still have power to act at the Buyer's headquarters' Court.

Date

The Buyer (stamp and signature)

In accordance with articles 1341 of the Civil Code the following terms are specifically approved: 4.1 Compliance product, 4.2 Extended Warranties; 4.3 Duration; 4.4 Complaints; 4.5 Remedies; 4.6 Limitation of Liability; 6 Liability; 7.2 Late delivery; 7.4 Delivery quantity; 7.6 Transit risk; 8.1 Prices and payments; 8.2 Late payments; 9 Withdrawal; 10 Jurisdiction.

The Buyer (stamp and signature)