

GENERAL SALES TERMS AND CONDITIONS

- 1) **Acceptance of the order.** The customer's order and/or our order confirmation are considered accepted two days after receipt of the customer's order or after sending our confirmation; the following "General Sales Terms and Conditions", are also considered accepted, as well as any technical specifications, tables and drawings that may be attached to or indicated in the documents. In case of any customer's changes request successively to the order, the feasibility will be evaluated and any eventual costs will be charged to applicant.
The order will become executive within 2 (two) days from the above mentioned acceptance in case of deliveries agreed after 2 weeks. In case of Customer's requests for deliveries in less than two weeks, changes subsequent to the date of acceptance of the order cannot be accepted.
- 2) **Drawings and other technical documentation.** The drawings and technical attachments concerning the supply remain provider's property and the counterparties are allowed to use them only for the purposes resulting from the order to which they refer.
- 3) **Prices.** The prices applied are those indicated at the time of order. Concerning the discounts and payment terms, only those agreed and indicated at the time of order and /or order confirmation, are valid.
- 4) **Payment delays.** In case of agreed payment delays, the customer will be charged in addition to any expenses, also for default interest on outstanding amount, calculated on the basis of the specific rate published periodically as per Legislative Decree no. 231 of 9 October 2002 and subsequent amendments.
- 5) **Shipping, delivery and dispatch.** The material is delivered Ex-Works. The shipping is under Customer's care and responsibility. Furthermore:
 - a) In the order confirmations, the indicated "Availability date" refers to the date from which the goods are available to the customer in the ABAGRIGLIATI warehouse. Therefore, SUCH DATE does not mean, in any case, the date of delivery to the destination place indicated BY THE CUSTOMER in the Delivery Note; also, even if Abagrigliati would provide, as a mere courtesy, the transport arrangement upon customer's explicit request and charges him for this service.
 - b) IN CASE OF CUSTOMER'S REQUESTS FOR DELIVERY AT DEPOSITS AND/OR BUILDING SITES, the accessibility to the destination place (building site or other), the absence of any traffic bans and any other restrictions have to be guaranteed, as well as the presence of forklifts or other suitable equipment for material discharging should be assured on site. In case that unloading procedures exceed a reasonable time, due to waiting times or any other reason not attributable to us, the related expenses will be charged to the customer of the goods.
- 6) **Invoicing and payment deadlines.** Ordered goods will be invoiced within the month of the scheduled delivery even if the customer has not collected them. Payments will have to be carried out on the agreed due dates.
Delays in payment of more than 30 days entitle Abagrigliati S.r.l. to suspend the supplies in progress, for any order to the customer, until the outstanding debt is settled.
- 7) **Packaging and protection.** Unless specifically requested by the customer, the goods sold are "visible", tied with metal strapping and placed on pallets and/or wooden supports. In some particular cases, a side strip of stretch film is also applied. Furthermore, the following rules of due diligence should also be observed:
 - a) the goods must travel duly covered, and in any case Abagrigliati S. r. l. has no liability for any damage or defects caused by transport in accordance with point 5) above;
 - b) do not load any other heavy material (e. g. pallets) on top of the gratings;
 - c) get information about the weight, volume and dimensions, as well as the length of the profiles (which may not always be palletised) before deciding what type of vehicle to use;
 - d) the vehicles must have the possibility of side loading and must be equipped to transport the goods safely (ropes, etc.), with Abagrigliati expressed reserve to refuse to comply with loading operations that may not take place safely in terms of characteristics, methods and timing due to the customer or the carrier appointed by him, with the subsequent customer's burden to plan a new goods collection without prejudice or any delay in the payments under paragraph 6 above);
 - e) the non-standard packaging or methods of packaging requested by the customer will be charged separately.

- 8) **Complaints.** The goods (quality, quantity, type, measures) must be checked upon arrival at the destination indicated in Delivery Note. Complaints which exceed the time required by the current rules of the Civil Code for reporting defects, will not be accepted.
- 9) **Title retention.** The goods sold are subject to retention of title in favour of "Abagrigliati S.r.l.", as per art. 1523 of the Italian Civil Code and subsequent amendments and integrations.
- 10) **Quality and guarantees.** Abagrigliati guarantees the quality of its products, manufactured in compliance with UNI EN 1090 (CE marking). Abagrigliati is solely responsible for defects or errors arising from its own product processing. Our Company is not liable for damages arising from transport, or from the use of our products, for which the carrier, the customer or the final user are responsible. In case of manufacturing defects attributable to us, the products will be replaced at no additional costs charged to us.
- 11) **Privacy.** The company Abagrigliati S. r. l. has adapted its activities to the legislation on privacy and protection of personal data (EU Regulation 2016/679, Legislative Decree 51/2018, Legislative Decree 101/2018) and operates the processing of personal data provided by the buyer for the only purposes disclosed in the information provided during the establishment of the business relationship, with a wide willingness to comply with any legitimate request for interruption and suspension of processing and exercise of the information rights required by the relevant legislation.
- 12) **Competent court.** For any dispute over the interpretation and/or execution of the sales contract, the parties expressly accept the exclusive competence of the Court of Padua.
- 13) **Organisational Model and Code of Ethics - Legislative Decree. 231/2001.** By accepting these conditions, the customer declares to understand and undertake to comply with the organisational model and the ethical code adopted by Abagrigliati S.r.l., available in copy, upon request. Non-compliance is considered a serious breach and constitutes grounds for dissolution of the relationship in according to art. 1453 and 1456 Civil Code.

For approval:
Customer

For specific approval pursuant to Articles 1341 and 1342 of the Italian Civil Code of the clauses referred to in points 7 (packaging and protection, liability for transport), 10 (quality and guarantees), 12 (competent court), 13 (Organisational Model and Code of Ethics - Legislative Decree 231/2001):

Customer

Massanzago, 8TH February 2023