

## **GENERAL TERMS OF SALE**

### **Preliminary statement**

The limited liability company Manicardi, VAT registration number 02745690368, seated in Street Della Meccanica, 1 – 41042 Spezzano di Fiorano (MO) – ITALY, henceforth denominated “the Company”, through this document’s emission, henceforth denominated “GTS”, intend to regulate its market ratio with Customers and Suppliers. The GTS are applicable to all transactions related to bargain on sale, trading and selling and are to be accepted by Customers and Suppliers. The GTS have been predisposed and approved by leadership, following the principle of the good faith and correctness and the ordinary care, ex art. 2236 Civil Code. The GTS are an integration of all market transactions subscribed by a written or spoken offer, except for following alterations introduced by both parts, that must be accepted by written. Each alteration introduced by both parts will prevail and will constitute a derogation by both parts of this GTS.

### **Of the requirements of goods and services**

Goods and services offered by the Company are susceptible of personalization because of their plurality of application of product sector, so they require specific characteristics to be compliant to their intended use; whenever above-said characteristics are collected with the help of Customers, these characteristics assume the value of a technical specification and become fundamental terms for the right fulfilment to the contractual obligation. Whenever the Customer will amend technical specifications and it will be necessary a remanufacturing operation, he will pay for that. At the end of the collection data phase, the Customer that within 2 business days doesn’t communicate with the Company, intends the offer accepted and the Company is rightfully authorized to start the production. When production starts, the Customer that intend to amend later modifications that won’t permit a remanufacturing operation, he will pay for goods already produced before the written communication to the Company and for each other expensive supported by the Company. If the Customer revokes an order already in process, he will pay for goods already produced and for all the amount of the order by way of penal obligation as indemnity ex art. 1382 Civil Code, under the principle of the good faith and correctness and the pre-contractual liability as disciplined by articles 1337 and 1338 Civil Code.

### **Of the compensations**

Goods’ prices are established during dealing through offer of the Company or after request of the Customer and they refer to each transaction, except other written agreement and subscribed by both parts. Except cases of absolute necessity, e.g., price boosting of raw materials over 5%, or when some events involve that agreed prices would be too burdensome, the Company must promptly communicate the growth of the selling prices to the Customer, also without his approval. If the communication of the growth of selling prices is before starting production, the Customer could withdraw from the contract, except the payment of all the eventually costs sustained by the Company before starting production. If not differently specified, the order payments are to be correspond in euro currency, by 30 running days invoice data at the end of the month through banker’s transfer. Some delay in payment will represent the encashment of the default interests by the Company, according to articles 4 and 5 of Law n. 231/2002. If the amount of the order is over € 5’000,00 the Company will request the payment in advance for starting the production; if the Customer won’t pay in time, the Company could revoke the order without indemnity for cancelling price.

### **Of the delivery time and methods of delivery (exw contractual clause)**

Production lead time and delivery time intended to be approximate and not absolute. Some delay in delivery won’t automatically originate penalty, except Company fraud or grave offence of the Company. Applicable law concerning delay in delivery in Italy would be articles 1218 and 1256 Civil Code. For delays due to cases of absolute necessity, e.g., delays of the Suppliers, difficulty in hitting raw materials, won’t originate indemnities or a revocation by the

Customer. Delivery methods all over and relative transport costs will be discussed with the Customer relating to each order and will refer to update Incoterms terms. Packaging costs are at the expensive of the Company that provide an adequate packaging system. Other packaging systems that provide extra costs for the Company will be communicated to the Customer and will be at the expensive of him, excepts different agreements subscribed by both parts.

### **Of the guarantees**

After delivery the Customer undertakes acceptance checks to identify external defects that must be communicated by 7 business days starting from delivery. If hidden defects occur, so that the goods are not completely or in part not compliant to their intended use, the Customer must communicate them not over 7 business days from the discovery, or not over than 30 business days starting from delivery. Applicable law referring to the guarantee terms is art. 1495 Civil Code and must be absolute also during international transactions. The claim that has as object a defect of a non-compliant product will be specify its origin and gravity and the Customer must demonstrate that the defect depends on the Company, that could request the consignment of samples so that she will conduct an adequate root cause analysis. The observation of a defect won’t be used for revoking the agreement by the Customer. The claims that are communicated out of specified time won’t be considered by the Company and will involve the loss of the guarantee right. Also, the wrong use by the Customer will involve the loss of the guarantee right and the impossibility to give the responsibilities for this to the Company.

### **Of the support documentation and privacy**

Each product and service offered by the Company is provision of the specific product sector documentation. Each other extra document or information will be given by the Company exclusively if requested by the Customer and she could decide if give it, without violating the know-how guaranteed ex lege by D.lgs. n. 30/2005. Each data are treated respecting the Regulation 679/2016.

### **Applicable law and Competent Court**

Where something is not specified in the GTS will be applicable obligation and general agreement laws, as disciplined by the Italian Civil Code. For each dispute, except for that provision by Italian law, will be competent Modena Court.