

GENERAL TERMS AND CONDITIONS

1. Scope and subject matter

1.1 These General Terms and Conditions of Business (hereinafter also "GTC") govern and regulate the commercial relations (hereinafter also "Contract") that will be established between Molinati Orlando S.r.l. (hereinafter: the "Seller") and the buyer (hereinafter: the "Customer") having as object the Seller's products (hereinafter and for brevity defined "Products").

1.2 In case of conflict between the conditions and terms set forth in these GTC and the conditions and terms agreed between the Seller and the Customer (together referred to as the "Parties") within the individual offer (hereinafter also referred to as the "Offer"), the latter shall prevail.

1.3 Exceptions or amendments to these GTC shall only be valid if expressly accepted in writing by the Seller and shall only apply to the sales to which they refer.

1.4 Therefore, any arrangement made by the Customer in orders sent to the Seller or in any other document, which is in conflict with or in addition to these GTC, shall be considered null and void unless expressly accepted in writing by the Seller.

1.5 The Seller reserves the right to add, amend or delete any provision of these GTC, provided that such additions, amendments or deletions shall apply to all Sales concluded from the 30th day after the Customer is notified of the new GTC.

1.6 The Seller shall not be bound by the Customer's General Conditions of Purchase, not even if they are referred to or contained in the orders or in any other documentation from the Customer, without the prior written consent of the Seller. The General Conditions of Purchase shall not be binding for the Seller even by tacit consent.

2. Conclusion of contracts

The Contract shall be deemed concluded between the Parties when the Customer receives written confirmation of his order (hereinafter also "Order") from the Seller. Such written confirmation may also be sent by e-mail or fax. No order shall be binding unless and as long as it is accepted by the Seller.

3. Products and documentation

3.1 Any information or data on the characteristics and/or specifications of the Products contained in catalogues, price lists, brochures, websites or other similar documents are purely indicative and do not bind the Seller unless they are expressly referred to in the Order confirmation.

3.2 The Seller reserves the right to make any changes to the Products which, without altering the essential characteristics of the Products, may be necessary and appropriate for the correct execution of the Order.

4. Prices and minimum amount

4.1 Unless otherwise agreed, the prices are intended for Products packaged in accordance with usual industry practices in relation to the agreed means of transport, FCA delivery, excluding VAT, it being understood that all other charges and expenses will be borne by the Client, including any insurance on the goods. Prices are calculated in Euro currency unless expressly agreed otherwise in writing between the parties. It is understood that the list prices in force at the time of the offer may be subject to periodic variations at the Seller's discretion.

4.2 The minimum amount for each Order is 100 Euro. Orders of less than 100 Euro will be charged with the difference.

5. Delivery

5.1 In the absence of any other agreement, documented in the Seller's order confirmation, the delivery of the products to the Customer takes place "FCA-Free Carrier" at the Seller's premises. The use of the term "Free Carrier" in these GTC, as well as any other delivery terms agreed between Seller and Customer, will be interpreted in accordance with the INCOTERMS® of the International Chamber of Commerce (ICC) in force at the date of conclusion of the Contract.

5.2 The Seller reserves the right, if necessary, to process the Order by making partial deliveries, for each of which a regular invoice will be issued.

5.3 In the absence of any express indication of the Customer, which must be previously accepted by the Seller, the delivery terms indicated in the Order confirmation are not to be considered essential. Therefore, failure to comply with the delivery terms does not authorise the Customer to terminate or withdraw from the contract, nor to assert the right to compensation for damages or penalties, except as provided for in art. 1229 of the Italian Civil Code.

5.4 The Customer undertakes to send to the Seller within 15 days of the month following delivery suitable documentation certifying receipt of the goods, in accordance with EU Directive no. 2018/1910 of 4 December 2018 and the amendment of art. 138, par. 1 of Directive no. 2006/112/EC, in order to prove the physical transfer of the goods to a member state of the European Union if this is different from Italy. This documentation must contain the name and address of the customer, date of issue, date and place of arrival, quantity and nature of the goods.

Place, date _____/_____/_____

Customer signature (the Legal Representative) _____

Pursuant to and for the effects of art.1341 e 1342 of the Italian Civil Code, the Customer declares to have carefully read and specifically approved the following clauses of these General Terms and Conditions: 1.3 Validity of the exceptions or amendments to the GTC; 1.4 Seller's obligation to accept in writing; 1.6 Inapplicability of any General Terms and Conditions of Purchase; 4.1 Change in list prices; 4.2 Minimum Order amount; 5.3 Non-essential terms and prohibition of termination, withdrawal and compensation; 6.2 Penalty in case of non-payment or partial payment; 6.3 Prohibition of suspension/reduction/compensation of payments; 6.4 Non-execution of orders in case of non-payment; 7.1 Warranty duration and reporting terms; 7.2 Shipping costs to be borne by the Customer; 7.3 Exclusion of warranty; 7.4 Exclusion of liability; 8 Force majeure and Fortuitous event; 9 Express termination clause; 10 Applicable law and Jurisdiction; 11 Language prevalence.

Place, date _____/_____/_____

Customer signature (the Legal Representative) _____

6. Payments and penalties

6.1 Unless otherwise agreed, payments shall be made within the terms indicated in the Order confirmation that the Seller sends to the Customer. Payment shall be considered made when the amount becomes available to the Seller at its bank in Italy.

6.2 In case of non-payment or partial payment at the agreed deadlines, the Customer shall pay to the Seller the expenses incurred for the compensation owed to the Professional in charge of credit recovery, calculated according to the minimum rates established by Ministerial Decree no. 55/2014, as amended by Ministerial Decree no. 37/2018.

6.3 The Customer is not authorized to suspend payments or to make deductions, reductions or compensations for any reason, not even in the event of complaints, disputes or delays in delivery, except by prior written agreement with the Seller.

6.4 The Seller reserves the right to refuse the execution of the shipment or to honour an order from the Customer who has not paid all or part of the amount of a previous order or with whom payment disputes are pending.

7. Guarantees, complaints, liability

7.1 The Seller undertakes to remedy any lack of conformity of the Products, having occurred within twelve months from their delivery to the Customer, provided that such lack of conformity has been notified to the Seller promptly and in writing within 15 days from the discovery of the defect but not beyond the expiry of the aforesaid warranty. In this case the Seller shall, at its choice, replace or repair the Products, or parts of them, which are found to be defective.

7.2 The Products subject to complaint must be immediately sent to the Seller's premises, at the Customer's expense, unless otherwise agreed between the parties, in order to allow the Seller to carry out the necessary checks.

7.3 The Seller does not provide any guarantee and does not assume any responsibility, if the Customer is not in compliance with the payments, if the Products have defects or damages resulting from normal wear and tear, cases of force majeure, improper use, excessive stress or unusual environmental influences, or however from negligence, imprudence or inexperience; as well as in all cases of damage caused by the Customer, by the end user, by persons attributable to them or by third parties in general for which the Seller is not responsible.

7.4 The obligations assumed by the Seller under the preceding paragraphs exclude any further warranty and liability provided by law, and constitute the only available remedies of the Customer. Any other liability of the Seller, whether contractual, non-contractual or otherwise, however arising out of the Products supplied and/or their resale, is expressly excluded for direct and/or indirect damages of any kind, except in cases of intent or gross negligence on the part of the Seller.

8. Force Majeure and Fortuitous events

The Seller shall not be liable for any failure to provide services due to force majeure and fortuitous events or in any case to unforeseeable and exceptional circumstances that prevent even temporarily the provision of the agreed services.

9. Express termination clause

9.1 The Seller shall have the right to withdraw from this contract for non-compliance by the Customer, pursuant to art. 1456 of the Italian Civil Code, with exemption from the obligation of notice and without prejudice to compensation for damages due by the Customer, upon the occurrence of the following cases, which are to be considered express termination clauses:

- non-payment of the amount due;

9.2 Upon the occurrence of the above circumstances, the Seller, as a preventive measure, will send a warning to the Customer, giving him 7 days to comply with what is disputed by the Seller. Once this period has elapsed, the Seller will proceed to communicate the termination of the contract in accordance with this article, alternatively by registered letter with return receipt or FAX.

9.3 The relationship will be considered definitively terminated for all legal purposes on the date of receipt of the communication referred to in article 9.2 above, with exemption from the Seller's contractual obligation.

10. Applicable law and Place of Jurisdiction

10.1 The Contract stipulated between the Parties, as well as any other agreement connected with it, shall be governed by Italian law.

10.2 The parties expressly agree that the sole competent court for any dispute concerning the validity, interpretation and execution of this contract is the Court of Bologna.

11. Linguistic prevalence

The GTCs are written in Italian and in the language known to the Customer. In the event of any discrepancy between the two texts in the two languages or in case of doubts about the interpretation of the Contract, the text of the Contract drawn up in Italian will prevail.