

GENERAL TERMS AND CONDITIONS OF SALE

1. Validity of the General Terms and Conditions of Sale

1.1 All sales and supplies of products (the “**Products**”) by DELLAS S.P.A. (the “**Seller**”) occur under the general terms and conditions of sale (“**General Terms**”) prepared by the Seller, and any transmission of orders shall imply their full acceptance by the buyer (“**Buyer**”). The Seller and Buyer are hereafter referred to collectively as the ‘Parties’ and also individually as the ‘Party’ depending on the context.

1.2 Any exceptions to the General Terms and Conditions are valid only if expressly approved in writing by the Seller. Unless otherwise agreed in writing, these General Terms and Conditions always prevail over any of the Buyer’s general terms and conditions of purchase, regardless of when they are sent to the Buyer and/or when the Seller receives the Buyer’s general terms and conditions of purchase.

2. Orders and Order Confirmations

2.1 Each request for Products submitted to the Seller (“**Order**”) is considered a contractual proposal and is irrevocable by the Buyer for a period of 60 days.

2.2 Upon receipt of the Order, the Seller will send an Order Confirmation containing all contractual agreements, with a request that a copy signed by the Buyer be returned. The contract (“**Contract**”) will be deemed official only when the Seller receives a copy of the Order Confirmation signed for acceptance by the Buyer.

2.3 Should the Order be revoked, or even partially varied or cancelled by the Buyer within the 60-day period indicated, the Buyer will pay a penalty equal to 20% of the total value of the goods referred to in the cancelled Order, without prejudice to further damages. It is understood that the Seller is always free to accept or reject the Order and, in the event that one or more Orders are not accepted, the Buyer is not entitled to claim damages for any reason whatsoever.

3. Subject of the Contract

3.1 The Contract includes only the Products and services specified in the Seller’s Order Confirmation; any additional services will be the subject of specific written agreement and charged separately.

3.2 As specified in the Order Confirmation, the services may include assembly of the Products (“**Assembly**”), for which the Seller may, under its own responsibility, contract third parties to professionally assemble the products.

4. Prices

4.1 Except for special written conditions or as otherwise agreed in writing, the sales prices are from the Seller’s warehouse (“**ex works**”), do not include packing costs, and exclude taxes and duties.

4.2 Unless otherwise agreed in writing, payment shall be made within 30 days of billing.

5. Delivery and Transport

5.1 The delivery terms are approximate in favour of the Seller and are never essential.

5.2 The Buyer acknowledges that any delay in delivery of the goods with respect to the date indicated, albeit approximate, is never a cause for compensation.

5.3 Nevertheless, delivery is subject to the timely completion of any past-due payments.

6. Payments and Ownership Rights

6.1 Upon delivery of the goods, payments shall be made solely and exclusively to the Seller or agents expressly authorized by the Seller, unless the Contract expressly specifies different methods of payment.

6.2 Until the price is paid in full, the purchased Products remain the property of the Seller, who may demand their return at any time.

6.3 In the event of non-payment, even in part, by the stipulated deadlines, due solely to the non-payment and therefore without the need for formal notice and in application of current regulations:

- a. late payment interest at the rate set by the combined provisions of Articles 4. and 5.1 of Italian Legislative Decree No. 231/2002 on combatting late payments in commercial transactions or at the rate set in any future applicable regulations shall accrue in favour of the Seller, starting from the payment due date and until the payment is settled.
- b. The Seller may immediately discontinue any further services, even if related to other contracts;
- c. The Buyer is deemed to have forfeited the benefit of the term, resulting in the Seller's right to demand immediate payment of the entire amount of all supplies made and not yet paid.

7. Warranty and Disputes

7.1 The Seller guarantees the quality of its Products and the absence of defects. The warranty is limited to the correspondence of the diamond segments or beads and the characteristics specified in the Contract, as well as the professional welding or mounting of the diamond segments or beads on the steel supports. The wire cable supporting the diamond wire may break, so the Buyer is required to follow the recommendations for use provided by the tool and machine manufacturer and related worker safety regulations by maintaining appropriate distances from the tool when it is in motion.

7.2 The Buyer must check the correspondence of the Products delivered with those ordered and verify that they meet the agreed contractual characteristics, reporting any deficiencies and/or defects via email and attaching a copy of the delivery document of the goods signed by the carrier no later than 8 days after receipt of the goods, under penalty of forfeiture.

7.3 The Buyer forfeits the right to the warranty:

The buyer is not entitled to the warranty

- a) if the agreed payment terms are not met
- b) if the failures are caused by inexperience, abnormal use, overloading, poor maintenance, tampering, or modification of the Products not specified by the Seller.
- c) if the original labels and/or marks have been removed

7.4 The Seller does not guarantee any particular use of the Products sold. The use of diamond tools on the Buyer's machinery is the Buyer's sole responsibility. The Seller is released from all liability with respect to the speed and cutting results achieved by the machine-tool assembly.

7.5 Nevertheless, the Seller's liability for any defects or lack of quality is limited to replacing, in reasonable terms, the products found to actually be defective and/or lacking in the contractual qualities, with the express exclusion of claims for any further type of damage, even related to damage resulting from the use of the tools on the machinery, including damage to employees or third parties, processed material, or other goods.

7.6 The defect report must be accompanied by the availability of the defective material, including an indication of where it can be viewed.

7.7 In the event the presence of a defect is established, the Seller will, at its choosing, refund part of the sale price or replace the material free of charge for the Buyer.

7.8 The warranty is provided on the condition that the product is used in accordance with the Seller's technical instructions and guidelines. The warranty lasts for 12 months from the date the product is delivered.

7.9 The Seller is not responsible for damage or injury due to any accident that may occur as a result of the use of the Products.

8. Returns

8.1 The Seller will not accept returns of Products for any reason or concession.

8.2 The only returns that may be accepted are those relating to defective merchandise, provided that the dispute is received within the terms and in the manner specified in Article 7.

9. Force Majeure

9.1 For the purposes of this Article, earthquakes, floods, pandemics, wars, imperative governmental orders, and any other impediment shall be considered “force majeure events” if and to the extent that the hindered Party proves:

- a) that such impediment is beyond his/her reasonable control; and
- b) that such impediment could not have been reasonably foreseen at the time the Order was placed or confirmed; and
- c) that the effects of the impediment could not have been reasonably avoided by the hindered Party.

9.2 If and as long as a force majeure event prevents a Party from fulfilling one or more of its obligations under the Contract and these General Terms and Conditions, such obligations are suspended.

9.3 The Party affected by the force majeure event nevertheless undertakes to fulfill the stipulated Contracts as far as possible and to minimize the damage to the other Party due to the non-fulfillment.

9.4 The Party invoking a force majeure event shall promptly notify the other Party, and nevertheless within 5 days of becoming aware of the fact that contract fulfilment is prevented, stating the presumed duration of the non-fulfillment. If the duration of the non-fulfillment exceeds 90 days, the non-defaulting Party has the right to notify the hindered Party that it is not interested in fulfilling the Order or the part of the Order that has become impossible, resulting in termination of the Contract.

10. Applicable Law and Jurisdiction

10.1 Contracts for the sale and provision of services are governed by Italian law. For any disputes between the Parties relating to the stipulation of the Contract, its interpretation, fulfilment, or termination, the Court of Verona holds exclusive jurisdiction, with the express exclusion of any other court that may have jurisdiction. The Seller alone has the right to apply to the Court where the Buyer is located or resides.

11. Processing and Protection of Personal Data

Pursuant to and in accordance with Article 13 of EU Regulation no. 679/2016 (“General Data Protection Regulation - GDPR”), the Seller and Buyer declare that they have informed each other about: the identity and contact details of the Data Controller; the legal basis, purposes, and methods of processing their respective data; communication and dissemination of personal data to third parties; the period of data retention; the mandatory or optional nature of providing data and the consequences of any refusal to answer or to provide them; and the rights of the Data Subject with respect to the processing.

By signing this contract, the parties provide their consent to the processing of their data pursuant to Article 7 of EU Regulation no. 679/2016, under the aforementioned terms and limits, also acknowledging that they have fully read the above-mentioned information posted at <https://www.dellas.it/en/company#legal-notes>.

Pursuant to Art. 1341 et seq. of the Italian Civil Code, the following provisions are specifically approved: 2. Orders and Order Confirmations; 5 Non-Essentiality of Delivery Terms; 7. Warranty and Disputes; 10. Exclusive Jurisdiction.

12 July 2022