

## General terms and conditions of sales

**1) ORDERS** – The placement of an order implies full knowledge and acceptance of all the present terms and conditions of sale by the Customer. Any differing conditions included in the order by the Customer shall have no effect unless explicitly accepted by our company. Sales orders are considered final for the Customer. Any requests for modifications or replacements are subject to our company's approval.

**2) DELIVERY TERMS** – Delivery terms refer to the applicable INCOTERMS agreed.

**3) LEAD TIME OF DELIVERY** – The preparation and delivery terms mentioned in our order confirmations are calculated in working days. These terms are purely indicative and provided without guarantee. Delivery terms are subject to exceptions in cases of force majeure. Any delays do not entitle the customer to cancel the order or request substantial changes to the contract.

**4) NON-CONFORMITY** – Any claims regarding the non-conformity of goods must be communicated to us within 8 (eight) days from the date of receipt of the goods, which must be kept available for any necessary inspection by our company. If a timely complaint is deemed valid, our obligations are limited to replacing the goods upon their return, provided they have not undergone any change in form or substance. The Customer has no right to request contract termination, price reductions, or, under any circumstances, compensation for damages or reimbursement for expenses incurred. No complaint may be raised, even in a court of law, unless full payment for the supply has been made.

**5) RETURNS** – Returns will not be accepted unless previously authorized in writing by our company, and solely for non-processed goods.

**6) PAYMENTS** – Payments must be made within the agreed due dates. Late payment of invoices will incur overdue interest equal to the official discount rate plus 2 (two) percentage points.

**7) PRICES** – Prices are intended EXW INCOTERMS. Any increases in official market indices (LME, BCE,...) occurring during the supply period will be charged accordingly. Transport, packaging, analyses, tests, and certifications will be invoiced at cost.

**(8) WARRANTIES** – The materials are guaranteed by our company as fully compliant with the specifications and supply conditions mentioned in our order confirmation. However, unless agreed in writing, our company accepts no responsibility once the materials are used or when the processes for which the supplied materials are intended have begun at the buyer's site or by its representatives. Any certifications must be requested at the time of ordering.

**9) PURCHASE CONDITIONS** – The Customer’s purchase conditions will only be binding if they do not conflict with these Terms and Conditions of Sale and are explicitly accepted in writing by our company.

**10) VAT ADDED TAX (VAT) AND OTHER TAXES** – VAT, DUTY or any other taxes are applied in accordance with the regulations in force at time of invoicing.

**11) COMPETENT COURT OF LAW** – The Court of MILAN, explicitly accepted by the Customer, shall have exclusive jurisdiction over any dispute relating to the application, interpretation, or execution of this contract.

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