

## GENERAL CONDITIONS OF SALES – “GCS”

### **Clause 1. Application of GSC**

Placing an order will imply the Purchaser's acceptance of these GCS, which shall prevail over any brochures, catalogues and/or other informative documents issued by Seller. If the Seller and the Purchaser shall enter into a formal agreement, the agreement shall prevail over these GCS, which shall complement the agreement as applicable.

Purchaser and Seller accept to use electronic mail for the purposes of entering agreements, by exchanging commercial offers, orders and the acceptance of those documents.

Any provision included in Purchaser's documentation subsequent to Seller's commercial offer or Purchase order which modifies these GCS shall be considered null and void, unless specifically agreed in writing by the Seller.

### **Clause 2. Delivery**

Goods shall be delivered by the dates set out in the respective orders, unless the parties shall agree otherwise. If no delivery date shall be stated, goods will be delivered at the Seller's discretion upon prior notice to the Purchaser.

If the Purchaser shall refuse to receive the goods, the Seller may individually and without prejudice to any liquidated damages under the agreement, execute these GCS or consider the sale dissolved, being understood that Purchaser shall not be entitled to the refund of any down payments.

The person responsible for delivery/removal of goods shall use the legal means of transportation required for each specific case, in full compliance with the environmental law.

Any time or date stated for delivery is an estimate only and the Seller shall not be liable for failure to deliver at the specified time or on the specified date, nor shall such failure on the part of the Seller be deemed to be a breach of the agreement or any of its terms and conditions or part thereof.

Each shipment shall constitute a separate and independent transaction and Seller may recover the invoice amount for each such shipment without reference to any other shipment.

### **Clause 3. Risk Transfer**

Risks transference shall occur in accordance to applicable INCOTERMS. If the application of INCOTERMS rules shall have not been provided for, risk transfer shall comply with the laws of the Seller's country.

### **Clause 4. Warranty**

In the case any nonconformity of the product making it inappropriate for its intended use is proven, the Seller, at his/her/its discretion, may replace the product delivered or return the amount paid by the Purchaser. Regardless of the action adopted by the Seller, it shall be restricted to the respective amount of product which has actually presented the nonconformity.

The Seller does not grant any warranty for the product, whether express or implicit, for its inadequate use, storage or handling, or for its use, storage or handling in disagreement with the information contained in its package and/or respective technical datasheet.

Unless otherwise expressly agreed by the parties, the Seller warrants that the goods supplied correspond to the Seller's issued technical specifications at the time of shipment. Any technical advice provided by the Seller, before and/or during the use of the goods, whether provided verbally or in writing, is given in good faith but without any warranty from Seller.

The processing and use of the goods are undertaken solely at Purchaser's risk, and following any such processing or use, Purchaser shall no longer be entitled to claim any non-compliance with the warranty described above. Purchaser independently must determine the suitability of the goods for any intended purpose and its manner of use.

“Defective Goods” are those that do not comply with the technical specifications given by the Seller or, if

applicable, agreed between the Seller and the Purchaser. In case of visible or apparent defects, the Purchaser must immediately inform the Seller in writing on receipt of the goods. In case of latent or hidden defects, if applicable, the Purchaser shall notify the Seller immediately upon discovery of such defects.

#### **Clause 5. Packing**

The Purchaser hereby undertakes to follow the packing directions and the following instructions, as applicable:

Returnable packing hired or lent by Seller: this packing shall remain in Seller's ownership. It is exclusively reserved for the goods on sale. Its Purchaser, user or depositary shall be responsible for any accidents eventually related to that packing. This packing should be returned to Seller in good conditions within the period established by Seller. If the Purchaser shall fail to return the packing within the period mentioned above, or in case of packing destruction or deterioration, the Seller shall reserve the right to charge the Purchaser, without prior notice, an amount sufficient to replace that packing, which shall become the Seller's property, without prejudice to any liquidated damages for the Purchaser's failure.

Packing whose ownership is transferred to Purchaser: the Purchaser shall remove any and all reference to the former owner and avoid using the packing for other purposes by giving it an adequate destination according to the current law, especially the environmental law.

Packing submitted to periodical tests: the date of latest test should be recorded on packing. If the packing ownership shall be transferred to Purchaser and/or the packing shall not be returned to Seller before the next test, the Purchaser shall be fully responsible for any eventual accidents in connection to that Packing. Provided by Purchaser: the Purchaser shall be the sole responsible for the selection and quality of packing where the products will be packed. The Purchaser shall provide packing in line with the current standards.

#### **Clause 6. Payment**

The Purchaser shall pay the goods according to the terms and conditions stated in the respective order. Purchaser shall assume all risks and shall pay all charges applicable to cancellation or modification of any purchase order which has been accepted by Seller in writing.

The parties shall comply with the provisions of each order related to taxes due on supply. Eventual changes, additions or extinctions of any taxes directly or indirectly due on supplied goods shall be the responsibility of the party required by the law to pay such taxes.

The Purchaser's failure to pay a single invoice shall constitute a default and give the Seller the right to suspend further deliveries and/ or terminate lawfully these GSC for the Purchaser's fault, without prejudice to applicable liquidated damages. Pursuant to the law, applicable interest shall be applied in case of payment delay according to the current credit policy, without notice and prejudice to eventual liquidated damages, from the date after the scheduled payment date indicated in the respective invoice.

If the Purchaser's financial situation shall give rise to justified concerns, the Seller shall reserve the right, with respect to any outstanding order, to require immediate payment or advance payment.

In case of postponed deliveries of ordered goods, invoices related to each of such deliveries shall be paid on their respective due dates, regardless of the full delivery of respective ordered goods.

Claims provided in clause 3 do not release the Purchaser from his obligation to pay the price of the delivered goods. Failure to do so shall be considered as a default in payment.

#### **Clause 7. Limitation of Liability**

To the extent permitted by law and regardless of the nature of the claim, the Seller's contractual and extra contractual liability shall be limited, at Seller sole discretion, to the replacement or reimbursement of the price of the goods that are defective or missing. This shall not affect Purchaser's right, under applicable law, for requiring specific performance or GCS termination. Any other liability, including but not limited to, loss of profit, indirect or consequential damages is excluded.

#### **Clause 8. Retention of Title**

Notwithstanding that risk of the goods shall pass to the Purchaser as provided by clause 3, full legal and equitable title and interest in all and any goods shall remain with the Seller and shall not pass to the Purchaser until full payment of the price. Goods delivered to the Purchaser while the title to such goods has not yet passed to the Purchaser shall be referred to herein as the ("Reserved Goods").

The Purchaser shall hold the Reserved Goods as Seller's fiduciary agent and bailee and will keep the Goods, at the Purchaser's expense, separate from its own goods and those of third parties, properly stored, protected, insured to their full replacement value and identified as Seller's property.

The Purchaser is not allowed to dispose of the Reserved Goods in order to give security to its creditors, in particular to create a charge, execute a bill of sale or to create any lien on the Reserved Goods.

Should Purchaser be in breach of the contract, in particular be in default of payment, the Seller or its agents shall have the immediate right to retake possession of and permanently retain any of the Reserved Goods and shall take all necessary steps for the purpose of repossession. All costs incurred by the Seller or its agent in such possession shall be borne by the Purchaser.

In the event that the Purchaser processes or mixes the Reserved Goods with other goods, the Seller will then have co-ownership title and rights on the end-product in proportion of the value of the Reserved Goods processed or mixed in relation to the end-product.

In the event the Reserved Goods were resold or lost, the amounts received by the Purchaser in consideration of such resale or loss are to be transferred to the Seller, proportionality to the amounts of the Reserved Goods.

#### **Clause 9. Unexpected Events and Force Majeure**

Events of force majeure and, in general, all circumstances which might prevent, reduce or delay manufacture or dispatch shall entitle the Seller, as appropriate, to terminate, reduce or suspend performance, Seller shall not be liable for failure to deliver and the Purchaser is not entitled to claim damages during the period of force majeure

Without prejudice to the provisions of the law, events of force majeure shall include, but not limited to::

a) accidents affecting the production and storage of products; b) total or partial suspension of raw material or power supply; c) events related to machinery transportation, fire, flood or breakdown; d) total or partial strike; e) decisions taken by governmental entities or thirds parties, which shall not depend on the Seller's will; f) wars; and g) any external event that shall delay or prevent the performance of the Seller's obligations.

If Seller is affected by a force majeure event, Seller will not be obligated to purchase or otherwise source replacement supplies of product(s) for sale to Purchaser hereunder from suppliers and/or manufacturing facilities different from those through which Seller obtained such product(s) prior to the occurrence of such force majeure event.

#### **Clause 10. Economic-financial stability**

If, for reasons beyond the control of the parties, a material economic instability of a particular order shall occur and cause an economic deterioration to either party, both parties shall seek in good faith to reestablish the original economic stability. In such a case, the parties may agree to new conditions to reestablish that economic stability. Should the parties fail to reach an agreement in ninety (90) days after the receipt of a notice given by a party to the other, the damaged party may lawfully terminate these GCS.

#### **Clause 11. Waiver**

Any waiver or eventual omission of the performance of these GCS shall not constitute a novation of the obligations hereunder, and either party may require at any time the full compliance with the conditions provided in each order.

#### **Clause 12. Assignment**

Neither party shall assign these GCS or any right and obligation hereunder, in whole or in part, without the prior written consent of the other party, except to any of their respective Affiliates, and/or to any third party acquiring all or substantially all assets of the business to which these GCS relates, provided that such Affiliate and/or third party agree in writing to be bound by the terms of these GCS.

"Affiliate" means, with respect to a party, any person, organization or entity controlling, controlled by or under common control with, such party. For purposes of this definition only, "control" of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, control will be presumed to exist when a person, organization or entity (a) owns or directly controls fifty percent (50%) or more of the outstanding voting stock or other ownership interest of the other organization or entity or (b) possesses, directly or indirectly, the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the other organization or entity. The parties acknowledge that in the case of certain entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for a foreign investor may be less than fifty percent (50%), and that in such cases such lower percentage will be substituted in the preceding sentence.

#### **Clause 13. Law and Jurisdiction**

These GCS shall be governed and construed by the laws of the Seller's country. Any dispute in connection with these GCS shall be settled, at Seller's option, by the courts having jurisdiction in the location of the Seller's or Purchaser headquarters, unless local laws determine otherwise.

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