



GENERAL CONDITIONS OF SALE

These general conditions of sale (hereinafter "GCS") regulate the contractual relations of sale between the company Ecor International S.p.A., Tax Code and VAT no. 03511040242, Via Friuli 11, 36015 Schio (VI) (hereinafter the "**Seller**") and its customers (hereinafter the "**Buyer**"), hereinafter jointly referred to as the **Parties**, which enter into force in relation to the quotations, orders and order confirmations.

1. Efficacy of the General Conditions

1.1 These GCS are applicable even if not expressly referred to the individual quotations and not undersigned by the **Buyer**.

1.2 Any provisions which derogate from such conditions may be included in the individual quotations.

1.3 The **Seller** reserves the right to amend, supplement or change the CGV, attaching such changes to the quotations issued, or with any correspondence sent in writing to the **Buyer**.

2. Quotations, orders and order confirmations

2.1 Any quotation issued by the **Seller** to a potential **Buyer** is valid for a period of 90 days from its date of issue, unless otherwise indicated in the quotation.

2.2 The order received by the **Seller** is only deemed confirmed if expressly accepted by the same by means of an order confirmation that regulates the contractual obligations between the Parties (by way of example on quantity, description, technical specifications and unit price). If the **Seller** makes any amendments to the order received, the same is understood to be tacitly confirmed by the **Buyer** if within 5 working days the latter does not raise any exception.

2.3 Amendments to orders made verbally or by telephone must be communicated in writing by the **Buyer** and confirmed in writing by the **Seller**.

3. Prices and payments

3.1 The prices of the supply and the terms of payment are those indicated on the order confirmation.

3.2 Unless otherwise agreed, the price of the supply refers to goods packaged according to the sector standards in relation to the agreed means of transport, it being understood that any further costs or charges shall be borne by the **Buyer**.

3.3 No claims or disputes shall entitle the **Buyer** to suspend or delay the payments of the disputed Products or any other supplied products. More generally, no action or exception shall be carried out or opposed by the **Buyer** except after full payment of the Products subject of such dispute or exception.

3.4 The **Buyer** is not authorised to make any deductions from the agreed price, unless previously established in writing with the **Seller**.

3.5 In the event of late payment, the **Buyer** will be charged interest on arrears calculated from the agreed payment date, as foreseen by Legislative Decree no. 231 of 2002. In addition, the **Seller** shall be entitled to suspend or cancel any outstanding binding purchase order and not deliver any further Products to the **Buyer**.



4. Transportation of the goods

4.1 Unless otherwise expressly agreed in writing, the delivery of the Products is always intended as ex-works (EXW Incoterms 2020). The risk and responsibility pass to the **Buyer** at the moment the goods are made available to the carrier for loading at the warehouse; any claims concerning breakage, deterioration, tampering or shortages must be reported by the **Buyer** to the Carrier within the foreseen legal terms, with due notification to the **Seller**.

4.2 If, for any reason or cause beyond the control of the **Seller**, the goods are not transacted, the delivery shall be deemed to have been carried out in full effect from the date of the "NOTICE OF READINESS OF THE GOODS". From that date onwards, the **Seller** shall be entitled to charge the **Buyer** for the costs of warehousing, maintenance and storage.

5. Delivery time-frames

5.1 Unless otherwise agreed in writing, any delivery time-frame identified by the **Parties** is not essential and, therefore, is not binding on the **Seller**; the delivery time-frame is that specified in the order confirmation.

5.2 Any delays in delivery shall not entitle the **Buyer** to compensation and/or reimbursement of any kind, nor shall they entitle the **Buyer** to cancel any outstanding order or part of an order pending execution.

5.3 In any case, any variations required during the production phase shall relieve the **Seller** from the obligation to comply with said terms. In such cases, the delivery terms and conditions shall be renegotiated.

6. Returning goods

6.1 The **Seller** shall not accept the returns of goods unless previously authorised by the same in writing.

6.2 Returned goods must be intact (not disassembled), packaged (possibly in the original packaging) and accompanied by a goods return note, with all risks and costs borne by the **Buyer**.

7. Product warranty. Claims

7.1 Purchased products must be checked and inspected upon arrival to ensure order confirmation compliance. Any discrepancies concerning the quantity, species or type of Products supplied shall always be reported in writing within a maximum of 8 days of receipt, indicating all the details to enable immediate verification. After this deadline, the Products shall be deemed as accepted to all intents and purposes; moreover, the use and/or installation of the products showing obvious defects excludes the right to submit claims or complaints regarding the defects in question.

7.2. The **Seller** provides a warranty for the Products for design, material, workmanship and operational defects for a period of 12 months starting from the date of their delivery.

7.3. Concealed Product defects or faults shall be reported in writing to the **Seller**, upon penalty of forfeiture within 8 days of their detection and, in any case, not after the aforementioned warranty period. Any claims must specify the exact defect detected; the products that are the subject of the claim shall always be made available to the representatives of the **Seller** for due inspection.

7.4. Claims shall not determine the resolution of the individual order, whereby, at the discretion of the **Seller**, the same may repair or replace the defective products without charge, unless otherwise decided due to objective reasons of inability to put in place any of the aforementioned remedies. Without prejudice to cases of wilful misconduct or gross negligence, the above provisions exclude any other responsibility of the **Seller** however originating from the products supplied.



In particular, no compensation and/or reimbursement may be claimed for damages, direct or indirect, of any kind arising from the non-use or limited use of the products.

7.5. The liability of the **Seller** shall be null and void in cases of carelessness, tampering (additions or removals of components, interventions performed by unauthorised personnel), negligence during installation or installation carried out in environments which do not comply with the specifications communicated by the **Seller**, misuse of the products, negligent conservation of the same, causes of force majeure. The **Seller** declines all liability for any damage, directly or indirectly caused to people or things due to the non-observance of any of the specifications indicated in the technical documentation accompanying the Products and, in particular, the warnings concerning installation, use and maintenance.

7.6. Any claim concerning a single delivery does not exempt the **Buyer** from the obligation to collect the remaining quantity of products provided foreseen in the relative order, or orders other than the one in question.

7.7 It is understood that the **Seller** shall be liable for compensation or reimbursement, in relation to any Product defects and faults, within the maximum value limit of the Products.

8. Force Majeure – Acts of God

8.1 Neither Party shall be deemed liable for delays or non-performance of the obligations caused by force majeure events. The suspension of performance of services due to a force majeure event shall be limited to the period of time that the cause of the force majeure persists. The party affected by the event shall, in any case, take all necessary precautions and do everything possible to limit the consequences of all damages caused by such force majeure events.

8.2 Force Majeure events refer to any extraordinary event preventing the performance of obligations, provided that:

- a) this event has occurred beyond the control of the party involved;
- b) such an event or its impeding effects were not foreseeable at the time the contract was signed and the party concerned could not put in place any measures to prevent or avoid the occurrence of the event or the occurrence of its effects.

By way of example, but not limited to, the following are deemed as force majeure events:

- I. natural phenomena, such as fires, floods, particularly violent atmospheric phenomena, earthquakes, epidemics or other natural disasters;
- II. actions taken by governmental authorities which in practice prevent or delay the performance of the service;
- III. riots, insurrections, strikes, lockouts or other labour related disputes.

8.3 The party requesting exemption from the relative obligations, shall provide formal notice to the other party, within five working days at the latest, of the existence of the impediment and of its effects on his ability to meet his obligations.

More specifically, such formal notice shall indicate:

- a) the description of the force majeure event;
- b) the predicted effects;
- c) the reasons why it is not possible to fulfil the contractual obligations;
- d) the maximum estimated or effective duration.

Another formal notice shall be sent by the affected Party within five working days of the date on which the force majeure event ceases to exist.

Those who omit either formal notice shall be held liable for any damage which could otherwise have been avoided.



8.4 In any event, if the causes of exemption continue to pursue for a period of more than three months, and the Parties in implementing the contract based on good faith of contract practices, fail to successfully renegotiate the contract terms and conditions, either Party shall be entitled to terminate the contract with formal written notice to be sent by registered mail with advice of receipt and/or certified e-mail, whereby in this case no additional charges or rights shall arise/derive for either **Party**.

9. Retention of title

9.1 In the event that a sales contract is signed with payment by instalments, the Products supplied by the **Seller** remain the property of the same until the date on which the **Buyer** pays the final instalment.

9.2 Until such title passes from the Seller to the **Buyer**, the latter shall not dispose of the Products in any manner without the consent of the **Seller**.

9.3 From the date of delivery, the risks, dangers and consequences arising from theft, fire, accidental damage, damage to persons, property or other passes from the Seller to the **Buyer**. In the case where such events occur, the **Buyer** shall in any case be obliged to respect the agreed payment terms and conditions.

9.4 In the event of non-payment of even one single instalment, the **Buyer** shall forfeit the benefit of the subsequent payments by instalment.

9.5 Failure to pay an instalment of more than one eighth of the total price, shall result in the termination ipso jure of the contract. In such cases, the **Seller** shall be entitled to retain the amount of the price already received as compensation, notwithstanding the right to claim for further damages.

10. Suspension and cancellation of orders

10.1 If the **Buyer** fails, in full or in part, to comply with any of the general supply conditions, if any payment difficulties should arise, or the foreseen solvency guarantees or, more generally, its economic capacity no longer subsist, the **Seller** shall be entitled to suspend or cancel the orders in progress, or effect the delivery of the Products subject to the provision of adequate payment guarantees.

11. Product conformity. Improvements and modifications

11.1 Conformity of the products with samples and/or illustrations provided in price lists, catalogues or similar documents shall not be deemed binding. In particular, the aesthetic appearance of the products may differ from samples in the possession of the Buyer and/or images present in the above mentioned documentation.

11.2. Moreover, also with respect to the data and information provided in the above mentioned documentation, the **Seller** reserves the right to make any improvements and modifications, even aesthetic, deemed appropriate or necessary to the Products, whereby the same shall not entitle the **Buyer** to raise any disputes or terminate any orders in progress and/or claim compensation and/or request reductions on the agreed price.



12. Intellectual property

12.1 All printed material and other documents (price lists, catalogues, or other similar documents, also on computer and digital media) relating to the Products are the sole property of the **Seller**. Their reproduction, in full or in part, is strictly prohibited without the prior authorisation of the **Seller**.

12.2. The **Seller** shall not permit the unauthorised use of its trademark, and/or other logos on the Products or related to the supplied/sold Products, and/or names and distinctive signs, including the models and designs relating to its Products. In particular, it is prohibited for the **Buyer** to reproduce models relating to the Products purchased or viewed.

13. Competent Court - Jurisdiction

13.1 The Court of Vicenza is granted exclusive jurisdiction for all disputes arising from the execution and interpretation of the contractual relationship.

14. Processing of Personal Data

14.1 The personal data of the employees authorised respectively by the **Buyer** and the **Seller** shall be processed according to the provisions of Legislative Decree no. 196/2003 and EU Regulation No. 679/2016 (GDPR), for the sole purposes of executing the contractual relations in place. Each Party has complied with its obligation to provide the relative privacy information notice to its employees.

14.2 The **Seller** hereby declares that the personal data of the **Buyer** shall be collected and processed exclusively for the purposes and for the time necessary for the execution of this Contract.

15. Applicable law and final provisions

15.1 These GCS and individual orders are governed by Italian law.

15.2. Should any contract provision foreseen by these general conditions of sale be deemed invalid or null and void, the same shall not affect the validity of the other provisions which shall remain valid and effective.

15.3 In the event of conflict of one or more provisions of these GCS with the contents of order confirmations sent to the **Buyer**, the latter shall prevail.