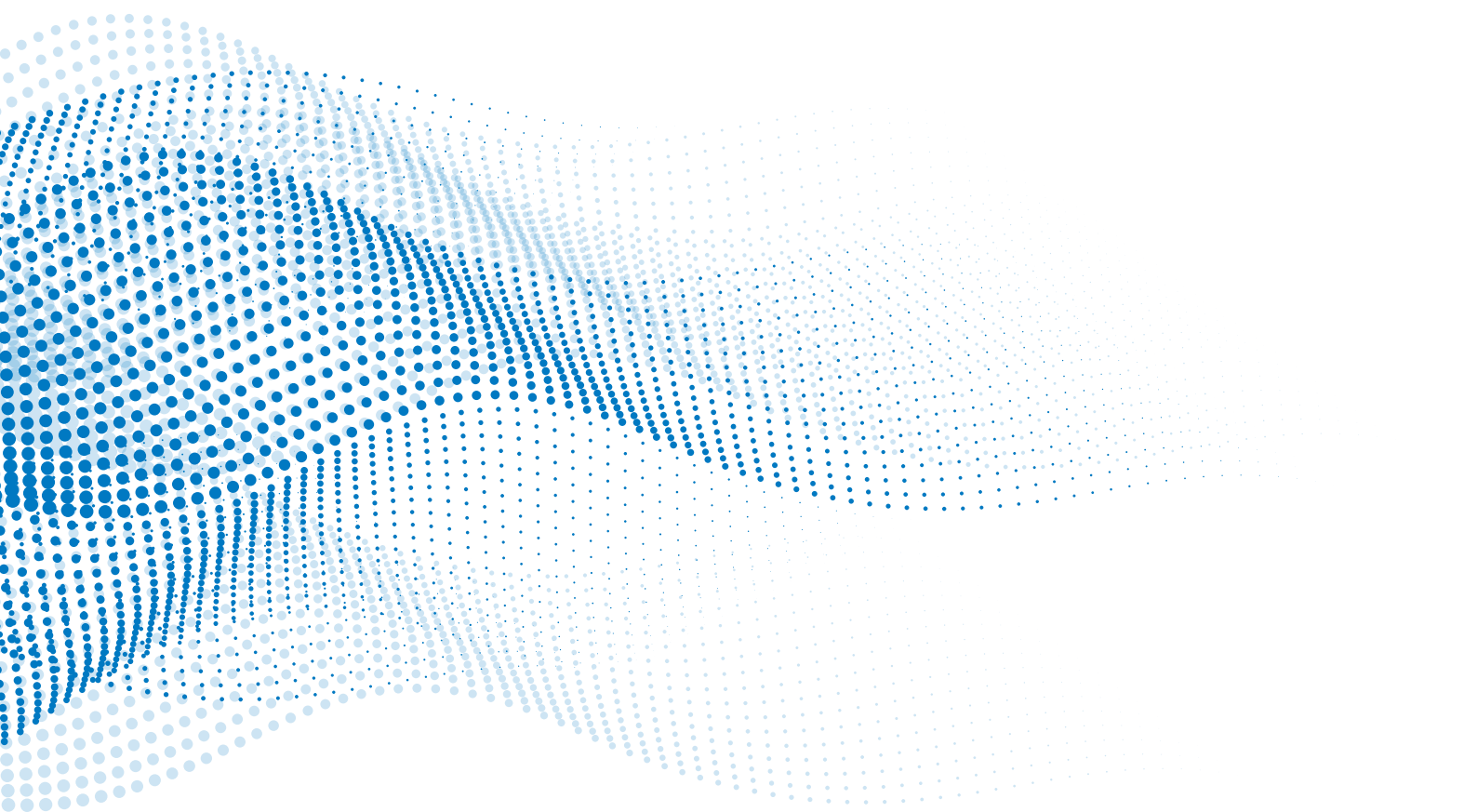




**GENERAL SALES  
CONDITIONS**





## GENERAL SALES CONDITIONS

The following Sales Conditions form an integral part of all our product supply contracts and will be annexed to all our sales price lists and/or product catalogues.

### 1. SAIM S.p.A.

The Company has its Registered Office in Milan at Via F.lli Gabba, 1/a - 20121 Milano, with tax code and VAT Registration Number 00847030152, registration number 807737 with the Milan Economic and Administrative Archive and Registration Number 143011 with the Court of Milan Business Register, certified e-mail [direzionepec@saim-group.legalmail.it](mailto:direzionepec@saim-group.legalmail.it).

### 2. CUSTOMERS

SAIM S.p.A. markets and sells products manufactured by itself and third parties in Italy. In the case of sales to professional customers, relations between SAIM S.p.A. and such customers will not be governed by consumer protection laws.

### 3. PRICES

Prices shown in SAIM S.p.A. price lists are expressed in Euros (€) and are not inclusive of VAT. The prices do not include shipping costs or customs duties save where agreed otherwise between the Parties.

### 4. DELIVERY

The prices will be deemed to be for goods delivered ex-works or any SAIM S.p.A.'s warehouse, save where agreed otherwise between the Parties.

### 5. REQUEST FOR OFFER

Request for offer sent to SAIM S.p.A. by its customers, including when submitted by phone or email, will be considered as simple requests and the customer will have to make a written order which is accepted by SAIM S.p.A. before this becomes contractually binding. In no circumstances will such requests ever be of the nature of "executive purchase orders".

### 6. PAYMENT

The Company will be entitled to charge interest on any payment which is made after the due date indicated in the invoice, the interest being at the rate set out in Legislative Decree 231/2002 as subsequently amended.

### 7. INVOICES

Any claims or disputes relating to invoices will only be considered if reaching the Registered Office of SAIM S.p.A. by means of registered letter with notice of receipt or fax within 8 days from the date on which the invoice itself was received.

### 8. DOCUMENTATION

SAIM S.p.A. reserves the right to make any amendments or additions that it considers useful or appropriate to the technical and commercial product documentation at any time for the purpose of the qualitative improvement of the products without being required to provide any kind of advance notice of the same.

### 9. CANCELLATION OF ORDERS - WITHDRAWAL - PENALTY

Customers will always be prohibited from withdrawing from contracts for the supply of special products if notice to such effect is given subsequently either to the order confirmation from SAIM S.p.A. or where SAIM S.p.A. has initiated the construction of the product or the performance of the supply.

So far as standard products are concerned, if the Customer fails to collect them within the time limit set out in SAIM S.p.A.'s order confirmation or if it wishes to cancel the order once the performance of the contract has begun or performance has been initiated by SAIM S.p.A., the Customer will be required to pay a penalty for withdrawal as follows:

- 25% of the net value of the product forming the subject matter of the order (sales price exclusive of VAT), excluding accessory costs of packaging, transport and the like if the product has not yet been delivered;
- 50% of the net value of the product forming the subject matter of the order (sales price exclusive of VAT), excluding accessory costs of packaging, transport and the like if the customer wishes to return the

whole supply already delivered within the maximum time limit of one calendar month running from the delivery date, following written authorisation from SAIM S.p.A..

In any case the products must be returned, under the direction and at the expense of the customer, to SAIM S.p.A.'s operational offices at Via E. Fermi 19 - 20090 Buccinasco (MI), Italy, complete and in perfect condition, being identical to that in which they were delivered, in compliance with the above provisions and Article 10 below.

### 10. RETURNS

The return of any products on any basis is hereby expressly prohibited without proper notice and without authorisation by Saim S.p.A. in that regard. Goods must be returned carriage paid to the operational offices of SAIM S.p.A., Via Enrico Fermi 19 - 20090 Buccinasco (Milan), Italy. If the above is not complied with, the returned goods will be rejected and the related carriage costs will be charged to the sender, save as agreed otherwise between the Parties. The goods will be transported at the customer's risk and SAIM S.p.A. reserves the right to charge any loss and damage.

Any claims based on the allegation that the goods delivered do not correspond to the goods ordered or that the products are defective in sales to professional customers will only be accepted if notified by means of registered letter with notice of receipt or fax within eight days from the date on which the goods were received. All rights relating to such claims will fail following the expiry of the above time limit.

In any case returned products with their related invoices will not be accepted:

- if they are returned without a return note (transport document) showing the SAIM S.p.A. delivery note reference,
  - if they have been damaged or
  - if they have been returned without full undamaged packaging and related labelling, in a condition differing from that in which they were supplied or
  - if they have been returned more than one month from the date on which the goods were received, save as otherwise agreed in writing by the Parties.
- In the event of an error by the customer a penalty will be applied amounting to a maximum of 15% of the value of the goods plus transport costs. In the case of an error caused by SAIM S.p.A. or the courier no penalty or other kind of cost will be charged.

### 11. PRODUCT WARRANTY

The products manufactured by third parties and sold by SAIM S.p.A. will be covered by the warranty offered by the Manufacturer in accordance with its own warranty conditions. No other warranty, whether express or implied, will be recognised save for that of the Manufacturer which will be implemented through the authorised Dealers.

SAIM S.p.A. will not guarantee the proper functioning of products manufactured by third parties pursuant to Article 1512 of the Italian Civil Code. If, following intervention by an authorised Dealer, the defect proves not to be covered by the warranty of the Manufacturer, any checking and restoration costs requested by the latter will be charged to the customer, save as agreed otherwise between the Parties. The products manufactured by SAIM S.p.A. and sold to professional customers will be covered by SAIM S.p.A.'s warranty in accordance with the warranty conditions set out in the warranty slip.

A professional customer will lose its warranty rights if it fails to report the defects to SAIM S.p.A. within eight days from the discovery of the same by means of registered letter with notice of receipt or certified e-mail.

When SAIM S.p.A. sells its products to end consumers, the compulsory consumer protection provisions of the general law will apply.

If a consumer discovers a defect in the product, he or she will be required to report the same to SAIM S.p.A. as soon as possible and in any case within 2 months from the date on which the defect was discovered, by means of registered letter with notice of receipt.

The time required for any repair or replacement of the product will depend exclusively either on the internal policies of SAIM S.p.A. or on those of the Manufacturer.



## GENERAL SALES CONDITIONS

No damages may be demanded either from SAIM S.p.A. or the Manufacturer for any delays in the repair or replacement of the products.

Any defects in the products due to normal wear and tear, tampering, incorrect use or incorrect installation will be excluded from the warranty.

The purchaser hereby confirms, waiving any rights that it may have in that regard, that no claims may be made against SAIM S.p.A. or the Manufacturer for compensation for liability arising from loss and damage of any kind, whether directly or indirectly, even where the causes of the same are attributable to defects in the manufacture of the products. Any compensation is likewise waived and excluded for personal injury and/or damage to property or losses and/or increased costs in relation to, or caused by, the use of, or inability to use, the products or their non-use for any reason.

### 12. PRODUCT DELIVERY

The product delivery time limits, irrespective the terms in which they are expressed in the accepted order proposal, will be purely indicative in nature save when agreed as being essential in writing and in the appropriate wording.

Even where the delivery time limits have been agreed as essential, SAIM S.p.A. will have the right to delay the delivery in all cases where compliance with the delivery date is not possible for reasons beyond SAIM S.p.A.'s control including causes of force majeure and accident such as, purely by way of example, strikes, lock-outs, disorder of a national or international character, impossibility or serious difficulties in obtaining supplies of the products or in making the delivery. As soon as it is aware of the problem SAIM S.p.A. will inform the customer immediately to such effect in the appropriate form.

No indemnity or compensation will be due to the customer for delays or total or partial non-performance due to causes of force majeure, accidents or causes out of the control of SAIM S.p.A.

SAIM S.p.A. reserves the right to suspend the products sine die in the event of the failure to make payment of the same.

### 13. RECEIVABLE ASSIGNMENT

SAIM S.p.A. will have the right to assign any receivable accruing, due from the customer, to third parties as also to take out insurance policies on the customer's solvency without being obliged to give advance notice of the same and without the above giving rise to any right to compensation or claims for termination or cancellation of the contract for the benefit of the customer.

### 14. TERMINATION OF THE AGREEMENT

SAIM S.p.A. will be able to terminate the Agreement without being required to give the customer formal notice to that effect on the occurrence of one or more of the following situations:

- In the event of the opening of insolvency proceedings against, or the voluntary or coercive liquidation of, the customer;
- In the case of breach by the customer of one or more of the obligations laid down in these General Sales Conditions, namely those in Articles 6, 10 and 11 above and Article 17 below;
- If one or more clauses of the General Sales Conditions are declared to be null and void leading to significant imbalance in the performance to be effected by SAIM S.p.A.

In such cases the termination will be operated as of right and with automatic effect from the date of the receipt of the communication with notice of receipt sent to the customer by SAIM S.p.A. in which the right to terminate agreed herein is enforced. The above will in any case be without prejudice, in all cases of termination of the Agreement attributable to the customer's actions, fault or fraud, to SAIM S.p.A.'s right to take action to obtain compensation for its loss and damage.

The above will also be without prejudice to SAIM S.p.A.'s right to terminate the Agreement in accordance with the normal rules.

### 15. APPLICABLE LAW, COMPETENT COURT

The Agreement will be deemed to be regulated exclusively by Italian law, being the law of the place where the binding juridical contract was completed and in SAIM S.p.A. - Data Emissione: 2017.06.30

which the performance characterising the same must be carried out.

The Italian Courts and, in particular, the Court of Milan, will have exclusive competence to adjudge all disputes originating from, or in any case depending on, the construction or performance of this Agreement, whether directly or indirectly, including when the customer summonses SAIM S.p.A. as a third party under contract, the general law or by way of indemnity.

### 16. INFORMATION IN RELATION TO LEGISLATIVE DECREE 231/2001

The Customer hereby declares that it knows the law in force regarding the administrative liability of companies and the provisions of Legislative Decree 231/2001. The Customer hereby acknowledges that SAIM S.p.A. has adopted an Ethical Code in compliance with the provisions of Legislative Decree 231/2001. The Customer also declares that it knows the text of the above document, published on the web-site [www.saim-group.com](http://www.saim-group.com). The Customer undertakes that it will not carry out, and that it will ensure that its own directors, employees and/or collaborators will not carry out, acts or behaviour of such a nature as to give rise to the breach of the Ethical Code of SAIM S.p.A. and more generally, to the commission of offences as per Legislative Decree 231/2001. The Customer also guarantees that it has adopted measures which are able to guarantee the conduct of the activities forming the subject matter of this contract in compliance with the Ethical Code of SAIM S.p.A.. Should the Customer fail to comply with the provisions of Legislative Decree 231/2001 or of the Ethical Code, SAIM S.p.A. will be entitled to terminate the contract by reason of breach pursuant to Article 1456 of the Italian Civil Code by giving the Customer simple written communication to such effect by means of registered letter with notice of receipt.

### 17. PROHIBITION AGAINST ASSIGNMENT

No rights or, generally, any juridical situation originating or deriving from the Agreement may form the subject matter of an assignment or delegation to third parties by the customer without the prior consent, in the form of a written instrument, by SAIM S.p.A.

### INFORMATION ON PERSONAL DATA PROCESSING PURSUANT TO ARTICLE 13 OF LEGISLATIVE DECREE 196/03 AND EU REGULATION 2016/679

1. In compliance with the provisions of Legislative Decree 196 of June 2003 (hereinafter also to be called the "Privacy Code") as subsequently amended and supplemented and, with effect from 25 May 2018 – of EU Regulation 2016/679 (hereinafter also to be called the "EU Regulation"), all the personal data to be exchanged between the Parties during the performance of the Agreement will be processed respectively by each Party for the sole purposes indicated in the Agreement and in a manner which will be instrumental for the performance of the same together with compliance with any obligations under the law, European legislation and/or instructions by the Regulatory Authority for the protection of personal data. They will be processed by means of both manual and automated procedures according to principles of lawfulness and propriety and in such a way as to protect confidentiality and recognised rights, observing adequate measures for the security of the data including sensitive data and those capable of revealing a person's state of health laid down by the Privacy Code and the EU Regulation.

2. In particular, each Party undertakes from the date hereof, should either be required for the performance of the Agreement to process third party personal data on behalf of the other Party, to ensure that it is designated by the latter, without any additional charge for either Party, as the related Data Processor pursuant to Article 29 of the Privacy Code or Article 28 of the EU Regulation, by a specific instrument to be annexed to this Agreement. In the same way, should a form of Joint Controller of the processing of third party personal data by both Parties emerge from the dynamics of the performance of the Agreement, the Parties hereby undertake to sign, without additional charges for either Party, a Joint Controller agreement pursuant to Article 26 of the EU Regulation to be annexed to this Agreement and to comply with the obligations to provide information to the related data subjects.