FEINROHREN
S.p.A.

CAPITALE SOCIALE EURO
5.862.275 int. vers.

C.F./reg. imp. 00294280177
P.IVA IT00551380983

Via Generale Reverberi, 8
25050 | Passirano (BS) - Italy

Tel 030 6549011
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**FEINROHREN S.P.A.**
**GENERAL TERMS AND CONDITIONS OF SALE**

**1. Application.** These General Terms and Conditions of Sale (the "Conditions") apply to every contractual relationship between the company, Feinrohren s.p.a. ("Feinrohren"), and its customers (the "Customers" or the "Customer").
By sending an order (the "Order"), the Customer fully accepts and without reservation these Conditions and agrees to the processing of their personal data pursuant to EU Regulation 679/2016.
These Conditions can also be found at www.feinrohren.it.
Under no circumstances whatsoever shall any of the Customer's general or special terms and conditions of sale apply if they are incompatible with, contradict or differ from, even partially, these Conditions.

**2. Catalogue.** Also with a view to continuously improving its products, Feinrohren's catalogues and price lists may be modified at any moment and without notice to the Customer. Their reproduction, even partial, is expressly prohibited.

**3. Orders.** Feinrohren reserves the right to evaluate a Customer's Order; an Order does not commit nor bind Feinrohren until the Customer has received explicit, written approval from Feinrohren of the Order, in the form of an order confirmation (the "Order Confirmation").

**4. Delivery terms.** Feinrohren, with the Order Confirmation, will communicate the delivery terms for the goods, which are, however, always to be considered purely indicative. Any failure by Feinrohren to observe the aforementioned delivery terms shall not, in any situation whatsoever, give the Customer the right to delay payments and/or to claim a reimbursement, compensation, penalties and/or sums by way of reparations for damages.
In any case, without prejudice to article 7, below, no charge of any kind whatsoever may be made against Feinorhren in the event that the goods are not delivered or are delivered late due to force majeure or to a fortuitous event. Purely by way of example and not limited to, industrial action (strikes), interruptions or suspensions of electrical supplies and the suspension of transportation services are also included as fortuitous events.

**5. Prices and payments.** The prices given in the Feinrohren price list and, in any case, every price communicated to the Customer, are exclusive of VAT and are shown as Ex-Works (Incoterms), unless other delivery terms for the goods have been agreed in writing between Feinrohren and the Customer.
The Customer shall make payments in accordance with the methods and deadlines indicated in the Order Confirmation.
The prices indicated in the Feinrohren price list and, in any case, every price communicated to the Customer have been established by taking into account the current general economic situation. In the event of significant economic changes, such as changes in the cost of raw materials, in the cost of energy, in consumable products and, in general, in the cost of production, which are outside Feinrohren's control, Feinrohren shall have the right to apply the relative increases to the prices given in the price list and/or to those applicable to the Customer.

**6. Retention of title over the goods – Delays in payments.** The goods are and shall remain the property of Feinrohren until the full price of them has been paid. In the event of a delay with regard to the agreed payment terms, Feinrohren shall have the right to suspend and/or to cancel every other order being processed and shall also have the right to cancel any discount that may have been granted to the Customer. The Customer shall also lose the benefit of the term and will, therefore, have to pay Feinrohren all the sums due up to that point. Default interest for late payment shall be applied pursuant to Italian Legislative Decree no. 231/2002.

**7. Fortuitous events, force majeure, unforeseeable situations.** In the event of force majeure and/or a fortuitous event or any event which, in any case, could not have been foreseen with normal diligence and which affects Feinrohren's ability to fulfil its contractual obligations and, more generally, which impacts existing contractual agreements - such as, purely by way of example, natural disasters, riots, wars, pandemics, industrial action (strikes), operational disturbances, labour disputes, action taken by a Government or by a Public Authority or, in any case, each and every other circumstance that is beyond the reasonable control of Feinrohren - for the entire duration of such an event and/or for the duration of the consequences of such an event, Feinrohren shall not be held, in any way whatsoever, liable for any delay and/or non-delivery and/or failure to provide a service and shall not be required to pay the Customer any compensation or reimbursement of any kind whatsoever. Just as it will be unable to maintain the current contractual conditions including, by way of example, the contractually agreed prices.

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If one of more of these events occur, Feinrohren shall have the option to activate, where possible, a procedure aimed at defining, in a consensual way, the contractual adjustments called for and permitted by the current situation; if this is not possible, or if the Customer does not consent to the proposed adjustment, Feinrohren shall have the right to withdraw from the contract, without being required to pay the Customer/Purchaser any compensation or reimbursement of any kind whatsoever and this is without prejudice to the Customer's regular payment of any supplies already made.

**8. Complaints and disputes involving the goods.** No complaint or dispute shall be considered by Feinrohren unless it is made by registered letter with return receipt or by certified email within and no later than 8 days from the date on which the goods were delivered. In case of supplies with transformation of the goods owned by the Customer, the weights and in general all the reference values will be those verified upon the arrival of the goods at Feinrohren plant. Liability for any damage/shortfalls that may have been caused during the transportation of the goods lies with the Customer.
In the event that Feinrohren selects the carrier and the transportation of the goods is at Feinrohren's expense, Feinrohren shall only assess a claim of a shortfall in the goods if the carrier is notified of the same at the moment the goods are delivered and after a suitable note or report verifying the quantity and the type of goods missing has been made and signed by the carrier. In this case, the Customer shall send Feinrohren the transport document with an explicit stamp stating that the goods were accepted with reservations, dated and signed by both the Customer and the carrier, with the driver's signature, full name and a copy of their identity document.

**9. Returns.** Feinrohren will not accept any returns unless they are previously authorised in writing; returned goods shall be sent, at the Customer's expense and under their liability, to the Feinrohren facility in Passirano (BS), Italy, or to another location that Feinrohren may, from time to time, indicate.

**10. The Customer's liability for the use and installation of the products.** The Customer is solely liable for the choice of product to purchase, for the compliance with the use that will be made of the product and for its installation, including with reference to compliance with every applicable regulation. No liability and/or charge whatsoever may, therefore, be claimed against Feinrohren.

**11. Warranty.** The products indicated in the Feinrohren catalogue are covered by the legal warranty granted by the manufacturer. This warranty provides for the sole replacement of the articles exhibiting defects that are attributable to the manufacturing process and that have been confirmed following an analysis carried out by Feinrohren on samples received from the Customer. The Customer shall not, therefore, have the right to any reimbursement of sums for damages and/or for any replacement or repair costs carried out by them or commissioned from a third party. Clearly the claimed products must be returned to Feinrohren plant.

**12. Applicable law and jurisdiction.** Any dispute relating to the interpretation or execution of these Conditions or the interpretation, execution or termination of a contractual relationship between Feinrohren and the Customer shall be governed exclusively by Italian law. The competent judicial authority shall be the Court of Brescia, Italy.