

GENERAL TERMS AND CONDITIONS OF SALE

1 FOREWORD

The following general terms and conditions of sale (hereinafter referred to as the "**General Terms and Conditions**") are applied by MICROTECNICA TREVISANA SRL - Via Postumia nr. 291 - 31048 San Biagio di Callalta (TV) - P.IVA 01231770262 (hereinafter referred to as the "**Supplier**") to any contract involving the sale to customers (hereinafter referred to as the "**Customers**" and, individually, the "**Customer**") of any of the Supplier's products in the sector of turned small parts in general and/or any product manufactured, assembled or sold by the Supplier.

Any clause, inserted by the Customer on its own documents, which is contrary to or deviates from the provisions of these General Terms and Conditions, shall be deemed not to have been made unless it has been expressly and explicitly accepted in writing by the Supplier. Any amendment or deviation from the provisions of the General Terms and Conditions must be expressly agreed in writing between the parties.

The Customer expressly acknowledges and agrees that these General Terms shall be effective for any Order (as defined below) sent by the Customer and accepted by the Supplier, without the need for express acceptance of these General Terms by the Customer, the said General Terms being deemed accepted by the Customer at the time of acceptance of the Offer (as defined below) by the Customer and/or at the time of placing an Order by the Customer.

The Supplier reserves the right at any time to amend these General Terms and Conditions by promptly notifying the Customer of such amendments, it being understood that such amendments shall not apply with respect to Orders already sent by the Customer.

Illustrations, drawings, prices, payment methods and any other items, including catalogues, circular letters, advertising brochures, price lists and web page contents are not binding unless officially confirmed in writing by the Supplier.

2 SUBJECT OF THE GENERAL TERMS AND CONDITIONS OF SALE

The term "**Products**" means the goods, products, services and/or activities to be provided under individual purchase orders (the "**Orders**" and individually the "**Order**") sent by the Customer to the Supplier pursuant to these General Terms and Conditions.

It is understood, as of now, that each Order sent by the Customer to the Supplier shall contain the identification elements of the supply: quantity, type of product and price, as well as comply with these General Terms and Conditions and shall be prepared in accordance with the format sent by the Supplier to the Customer at the same time as the Supplier sends the Offer.

3 PRICES AND ORDERS

Prior to the placing of an Order by the Customer, the Supplier shall agree with the Customers on the technical and economic characteristics of the supplies through the preparation and sending of a technical-economic offer, including the price list of the Products - in force on that date - the indication of the terms of payment and these General Conditions (the "**Offer**"). The terms and conditions set forth in the Offer shall be binding for all subsequent Orders issued by the Customer and accepted by the Supplier, without prejudice, in any case, to any changes agreed upon in writing between the parties and/or any price list updates communicated by the Supplier. This is without prejudice to the Supplier's right to grant the Customer discounts and/or rebates with respect to the price list in force, as well as to change the price list referred to in the Offer, whenever the Supplier deems it appropriate, notifying the Customer at least 30 days in advance of the effective date of the change. Updating of the price list shall, in any case, be deemed automatically and fully accepted by the Customer upon receipt by the Supplier of an Order referring to the prices in the new price list.

The Customer may proceed with the placing of one or more Orders, subject to the conditions set out in the Offer, as well as in compliance with these General Terms and Conditions, by written communication to the Supplier by e-mail to the following address: orders@microteccatrevisana.com.

The Customer acknowledges and recognises that each Order constitutes a binding contractual offer for the purchase of the Products and shall therefore be deemed irrevocable, subject to the provisions set out below for possible cancellations - by the Customer - of Orders already issued.

It is understood that each Order issued by the Customer is subject to acceptance by the Supplier, which is deemed to have taken place upon receipt by the Customer of the relevant order confirmation to be sent by the Supplier, in writing, within 7 working days of receipt of the Order (the "**Order Confirmation**").

The Supplier expressly reserves the right, at its sole discretion, to reject each Order, which shall be deemed tacitly rejected if the Customer has not received an Order Confirmation from the Supplier within the aforementioned period. Any request to change the content of Orders already confirmed by the Supplier must be expressly approved in writing jointly by the parties.

For the production of Products, which are the subject of an Order, the Supplier shall always refer to the drawing in the Offer.

Unless otherwise stated, the currency used is the EURO (EUR).

In the event of failure to collect the agreed quantities within the agreed terms, all rebates, discounts and special conditions attached to the agreed quantities shall be deemed retroactively revoked, and the Customer, for the storage activity provided by the Supplier beyond the agreed terms, - in addition to the price of the Products - undertakes, as of now, to pay the Supplier by the 10th day of each month an amount equal to 0.65% of the price of the Products not collected and left in storage at the Supplier until the date of actual collection of the Products by the Customer.

The Supplier grants the Customer, for the purpose of purchasing Products, the right to send Closed Orders (as defined below) or Open Orders (as defined below) to the same Supplier.

Closed Order" or "**Closed Commitment**" or also "**IC**" means an Order in which the quantity of the Product, price, delivery method and delivery date(s) are expressly indicated.

Open Order" or "**Open Customer Commitment**" or also "**ICA**" means an Order that indicates the quantities of Product that the Customer undertakes to order in a certain period of time expressly indicated and agreed between the Supplier and the Customer in the individual ICA.

Each ICA has a maximum duration of **six months** from the Supplier's acceptance by means of a specific Order Confirmation. The ICA management rules are set out below:

- a. The Customer shall provide the quantity and delivery date of the first recall and the schedule for collection within the agreed time frame. The Supplier shall be authorised to ship the unopened remainder to the Customer upon expiry of the ICA, and the Customer shall be obliged to take delivery of the said remainder and pay the relevant purchase price.
- b. With respect to Products identified with a certain code, the Customer may only issue a new ICA if the previous ICA is closed.

In the event that, during the term of an ICA, there should occur an increase in the cost of raw materials of more than 5% with respect to the value of the said raw materials, as ascertained by the stock exchange price list of reference on the date of issue of the ICA by the Customer, the Supplier shall notify the Customer of this cost variation, who hereby undertakes to renegotiate in good faith with the Supplier the purchase price of the relevant Products.

3.3) Changes to Orders

Any request for modification of an Order by the Customer must be expressly agreed upon with the Supplier in writing.

3.4) Cancellation of Orders

The cancellation of an IC may only be made with at least 15 days' notice to the Supplier to enable it to reorganise its production schedule. If the Products covered by the IC have already been produced, the Customer shall be obliged to take delivery of the Products and to pay the relevant purchase price to the Supplier.

In the event that the Customer notifies the Supplier of a cancellation of an Order already in the planning stage, the Customer shall be obliged to bear the costs incurred by the Supplier (e.g. raw material not otherwise reusable, specific and non-specific equipment and tools). If the cancellation concerns an Order already in production, the Customer shall bear the cost of the Product already in production and the raw material (not otherwise reusable) and specific equipment and tools that cannot be reused.

4 VALIDITY OF OFFERS

Offers are valid for a maximum of 30 days. Within this period, the Customer shall notify the Supplier in writing of its acceptance of the Offer, including the applicable price list and General Terms and Conditions.

After acceptance of the Offer, the Customer may send one or more Orders to the Supplier in accordance with the terms and conditions set out in the Offer, as well as in accordance with these General Terms and Conditions.

5 TECHNICAL CHARACTERISTICS OF THE MATERIALS USED FOR THE PRODUCTS

In the case of Products made to the Customer's drawings and/or technical specifications, the Products to be manufactured will correspond to the drawings and technical specifications provided by the Customer or to those issued by the Supplier and accepted by the Customer, and will be made with the material indicated in those documents. In this respect, the Customer exonerates and indemnifies the Supplier from any liability for any damage, caused to the Customer and/or third parties, resulting from a defect in the Products related to the Customer's drawings and/or technical specifications.

In the case of standard items in the Supplier's catalogue, the Products to be manufactured will correspond to the Supplier's technical drawings and will be made from the material indicated in those documents. In this case, it is the sole responsibility of the Customer to verify that the characteristics of the material used for the Products conform to the intended use. The material used for production will be checked in accordance with the Supplier's acceptance procedure; it will be the Supplier's responsibility to keep evidence of the characteristics indicated in the Supplier's documents, or of those found during internal checks and/or at external laboratories only if this is expressly requested in the Customer's Order (unless otherwise required by law). The Customer acknowledges and expressly recognises that the Supplier cannot be held liable for any direct or indirect damage related to the material used, if it complies with the technical documents.

6 DIMENSIONAL CHARACTERISTICS OF PRODUCTS

In the case of Products made to the Customer's drawing, the dimensional characteristics of the Products to be manufactured shall correspond to the technical drawings provided by the Customer or to those issued by the Supplier and accepted by the Customer.

In the case of standard Products in the Supplier's catalogue, the dimensional characteristics of the Products to be manufactured shall correspond to the Supplier's technical drawings and shall be manufactured in compliance with the indications given in these documents. In this case, it is the sole responsibility of the Customer to verify that the dimensional characteristics of the Product comply with its intended use.

Unless otherwise indicated, when the measurements on the drawings do not indicate the tolerances or standards to be respected, the Supplier shall apply the standard UNI EN 22768-mK tolerances. Where the unit of measurement is not indicated, mm (millimetres) shall be used.

7 PERSONNEL EXPERTISE

The personnel that the Supplier employs to manufacture the Products are specialised and adequately trained according to the Product to be manufactured. Any competence for which the Customer requires evidence such as specific "Certificates", "Patents" or "Attestations" must be explicitly requested at the time of the Order. The Supplier may make use of external personnel to meet production requirements by turning to qualified suppliers.

8 DIMENSIONAL CHECKS AND TESTING

The dimensions of the Product will be examined by the operators with controlled and calibrated measuring instruments according to the Supplier's internal procedures defined in accordance with ISO 9001, before delivery to the Customer. The measurements taken shall not be recorded unless otherwise agreed in writing with the Customer. **All Products delivered shall therefore be understood as having been checked and conforming to the agreed characteristics. In the event that anomalies are detected, the Supplier shall promptly notify the Customer of the said anomalies before delivery and, in case hat such anomalies do not affect the proper functioning of the Products and/or are due to necessary changes resulting from any applicable legal provisions, the Customer shall in any case be obliged to accept the Products.** Processing of Products requiring testing shall be carried out in accordance with company procedures and/or applicable standards and only declarations required by applicable legislation shall be issued. Final checks on Product conformity shall take place upon completion of the processing entrusted to the Supplier. Any damage or discrepancies, subsequent to testing and resulting from processing by the Customer cannot be attributed in any way to the Supplier.

If the Product is manufactured on the basis of a design or according to indications or information provided by the Customer, the latter shall be liable for any infringement of the industrial and other property rights of third parties and undertakes to hold the Supplier harmless from any and all direct or indirect consequences that the availability or use, for any reason whatsoever, of said information may cause, directly or indirectly, to the Supplier.

9 DELIVERY DEADLINES

If the Supplier anticipates that it will not be able to deliver the Products to the Customer within the delivery terms specifically set forth in the Order and/or the Order Confirmation, it shall promptly notify the Customer in writing, indicating, where possible, the expected delivery date.

If the delay attributable to the Supplier exceeds 30 days, the Customer, subject to written notice to be communicated to the Supplier at least 15 days in advance, shall have the right to refuse to purchase the Products ordered with specific reference exclusively to those subject to delay. The Supplier reserves the right, as of now, to perform partial supplies or to vary the quantity supplied by plus or minus 5% with respect to the quantity indicated in the Order, considering the Order as completed, without prejudice to the Supplier's communication to the Customer of the aforesaid variation in the agreed quantity.

Any delay due to force majeure (as defined in **section 14**) and/or acts or omissions of the Customer. Except in the case of wilful misconduct or gross negligence on the part of the Supplier, any compensation for damages for non-delivery or delayed delivery of Products is expressly excluded.

10 PACKAGING AND SHIPPING (DELIVERY, TRANSPORT, PRODUCT VERIFICATION AND ACCEPTANCE)

10.1 Delivery Time

The Supplier shall be obliged to respect the delivery times agreed with the Customer, subject to Article 9 above. The Supplier reserves the right to suspend the supply of the Product at any time in the event of non-payment of supplies.

10.2 Delivery Terms (ICC Incoterms 2020)

Delivery shall be made in accordance with the ICC Incoterms 2020 conditions agreed with the Customer and specifically indicated in the Order and the Order Confirmation. In the absence of reservations on the CMR, the Product shall be deemed accepted.

10.3 Acceptance

Once the term of fifteen (15) days from the delivery of the Products has elapsed, and in the absence of objections, to be sent by the Customer by means of registered letter with return receipt or PEC in accordance with the provisions of Article 13 below, the Product supplied shall be considered definitively accepted, without prejudice in any case to the provisions of Article 13 below in relation to any hidden defects. and, in no case, after acceptance has taken place, shall the Supplier be obliged to replace the Product supplied.

10.4 Packaging and transport

Products are packed according to the Supplier's standard procedures, i.e. on 800x1200 mm. pallets, in cardboard boxes filled taking into account their volume and maximum liftable weight. In the case of non-standard deliveries, half pallets (800x600 mm.) will be used and will be duly invoiced. Any other protection or arrangements must be explicitly requested in advance by the customer. Transport costs shall be borne by the Customer, unless otherwise agreed.

At the Customer's written request, and at his expense, the Products may be insured for transport. Any other claims or demands are excluded.

11 TERMS OF PAYMENT

The condition of payment agreed with the Customer shall be understood to be exclusively that stated in our Order Confirmation. Payment for supplies shall be made, irrespective of any disputes, as agreed with the Customer, pursuant to and for the purposes of Art. 1462 of the Italian Civil Code.

Late payment

Without prejudice to point 10.1, in the event of non-payment of the Product within the agreed term, interest shall accrue in favour of the Supplier at the rate of 3-month Euribor, increased by five points and related to the period of delay. The Supplier is authorised to issue an invoice for interest in the manner set out in this point and send it to the Customer. The invoice will also be burdened with the costs that the Supplier will have incurred for this activity. The Client shall immediately pay the amount due. In the event that an invoice is issued for interest for late payment, the Supplier may, at its own discretion, set off all subsequent payments made by the Customer against the balance of the invoice for interest and expenses and only the remainder against payment for the Product supplied. The Supplier may also, if the Customer's breach is repeated or serious, suspend the delivery of the Product, refuse the request for further deliveries, or terminate the contractual relationship referred to in the outstanding Order pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

Any event or behaviour that may objectively cast doubt on the Customer's solvency or that seriously jeopardises the Customer's future ability to fulfil its payment obligations may be considered grounds for the Supplier to suspend the supply, and the Supplier may also deliver the Products only subject to the provision of adequate payment guarantees. In this case, the Supplier shall send the Customer a specific notice. From the moment of receipt of the aforesaid notice, all debts of the Customer towards the Supplier shall be deemed immediately due and payable, and this notwithstanding any contrary agreement previously agreed with the Customer. The Supplier shall also have the right to take the Product supplied unpaid from the Customer's warehouses or factories.

In the event that the Customer is subject to insolvency proceedings (composition, receivership, bankruptcy, compulsory liquidation, extraordinary administration), the Supplier may, in compliance with the specific regulations on credit recovery, suspend further supplies or deem the supply contract to be terminated pursuant to and for the purposes of Article 1456 of the Civil Code.

The Customer is obliged to inform the Supplier of any significant change in its corporate structure or its management-administrative organisation, or of the sale of a company or branch thereof, when this event concerns the supply of the Product. Having assessed this information, or failing this, the Supplier may, if necessary, notify the Customer of its desire to withdraw from the current supply relationship with the Customer. In this case, all of the Supplier's claims shall be deemed immediately due.

The Supplier may however retain, on account of the higher amount due, the advances or whatever has been collected up to that time.

12 RETENTION OF TITLE

Until the price of the Products has been paid in full, they shall be deemed sold subject to reservation of title pursuant to Article 1523 et seq. of the Civil Code, and may neither be alienated nor pledged by the Customer. Breach of this obligation shall entail the Supplier's right to terminate the existing supply relationship with the Customer pursuant to and for the purposes of Article 1456 of the Civil Code.

13 WARRANTY AND COMPLAINTS

The Supplier guarantees the compliance of the Products with particular specifications or technical characteristics or their suitability for particular uses only when such characteristics have been expressly agreed upon in the Order or in documents referred to for that purpose in the Order itself (unless regulatory and legislative provisions provide for them).

Warranty - duration

The Supplier shall deliver the Product in full compliance with the applicable regulations and in accordance with the provisions of the Order. Unless otherwise agreed, the Supplier guarantees the Product supplied for a period not exceeding ONE YEAR from the date of delivery (the "**Warranty Period**").

Dispute as to the existence of defects.

The Supplier shall deliver the Product in conformity with the Order specifications.

In the event of the existence of any apparent and/or evident defects in the Products, the Customer shall, under penalty of forfeiture, within fifteen (15) days from delivery of the Products, dispute the Product supplied by sending the Supplier a written notice by registered letter with return receipt or by registered e-mail containing a list of the defects or flaws, the number of pieces on which they were found, the methods by which the checks were carried out, the batch number and any useful element to enable the Supplier to identify the Product under dispute.

On the other hand, in the event of hidden defects, the Customer shall, under penalty of forfeiture, within 15 days from the discovery of the relevant defects, dispute the Product by sending the Supplier a suitable written communication, by registered letter with return receipt or by registered email, containing the list of defects or flaws, the number of pieces on which they were found, the methods by which the checks were carried out, the batch number and any useful element to allow the Supplier to precisely identify the Product under dispute.

Notwithstanding the foregoing, in any event, any claim relating to the Products (also with reference to any hidden defects) must be sent by the Customer to the Supplier - under penalty of forfeiture - no later than the end of the Warranty Period.

The Supplier guarantees compliance with the characteristics indicated in the technical drawings with a Quality Level **AQL1**. In the event that this **AQL**, verified according to the methods provided for by the ISO 2859 standard, is not respected, the Customer is authorised not to accept the Products and may request the withdrawal of the non-conforming Products and their replacement, agreeing the modalities with our sales department. It is understood that in the event of non-conformities below this **AQL**, the Customer is not authorised to return the Products supplied, nor to request their withdrawal, nor to charge the Supplier any sum for any quality controls, sorting or reworking carried out on the supply.

The Customer, if requested by the Supplier, shall return the disputed Product. The Supplier, at its sole discretion, and without this constituting recognition of any liability, may repair the Product by returning it to the Customer and/or replace it. If the Supplier does not find the presence of the defects or faults complained of, the Supplier may invite the Customer to its premises to jointly assess the results of its investigations, after which the Product shall be sent back to the Customer at its own expense. Any complaints or disputes concerning a single Product delivery shall not release the Customer from the obligation to collect and pay for the remaining quantity of Products, within the limits of the order or commitment.

Except in cases of wilful misconduct or gross negligence, the guarantee is limited to the replacement of defective Products and/or repair of the same, at the sole discretion of the Supplier.

Any other claims for damages are expressly excluded. The Supplier shall not be liable for any consequential damages.

14 FORCE MAJEURE

Either party may suspend the performance of its contractual obligations when such performance is rendered impossible or unreasonably onerous by an impediment beyond its control, such as, for example strike, boycott, lockout, fire, war (whether declared or not), civil war, riots and revolutions, requisition, embargo, laws, regulations or measures of public authorities, power failure, serious delay in delivery of components or raw materials, epidemics, pandemics, supervening regulations preventing the fulfilment of contractual obligations. Circumstances of the aforementioned type that occurred prior to the conclusion of the Contract shall only entitle the party to the above-mentioned suspension if the consequences for the performance of the Contract could not have been foreseen at the time of the conclusion of the Contract. The party wishing to avail itself of this clause shall immediately notify the other party in writing of the occurrence and termination of the force majeure circumstances.

15 PROTECTION OF INDUSTRIAL PROPERTY, SECRECY AND EXCLUSIVITY

The Supplier undertakes to treat as confidential any technical information, not in the public domain, provided by the Customer, which comes to his knowledge in the course of the contractual relationship.

The Customer undertakes to treat as confidential all information concerning the Products, technical specifications, company and activities of the Supplier, undertaking not to use the said information except in accordance with the provisions hereof and not to disclose, publish, alienate or otherwise make available such information to third parties without the prior written consent of the Supplier.

16 PARTIAL INVALIDITY

The nullity or invalidity of individual clauses of these General Terms and Conditions shall not entail the nullity or invalidity of the remaining clauses.

17 APPLICABLE LAW - PLACE OF JURISDICTION, PREVAILING LANGUAGE

These General Conditions are governed by Italian law. For any dispute arising from these General Conditions and/or an Order, the Court of Treviso shall have exclusive jurisdiction; however, notwithstanding the foregoing, the Supplier shall always have the right to refer to the Customer's Court.

In case of conflict between these General Conditions in Italian language and the corresponding General Conditions in English language, the Italian language shall prevail.

Customer Signature

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The Customer specifically approves, pursuant to Articles 1341 and 1342 of the Civil Code, the following clauses of the General Terms and Conditions: 3 (PRICES AND ORDERS), 4 (VALIDITY OF OFFERS), 5 (TECHNICAL CHARACTERISTICS OF MATERIALS USED FOR PRODUCTS), 6 (DIMENSIONAL CHARACTERISTICS OF PRODUCTS), 7 (COMPETENCE OF PERSONNEL), 8 (DIMENSIONAL CHECKS AND TESTING), 9 (DELIVERY TERMS), 10 (PACKAGING AND SHIPPING), 11 (TERMS OF PAYMENT), 12 (RETENTION OF TITLE), 13 (WARRANTY AND COMPLAINTS), 14 (FORCE MAJEURE), 15 (PROTECTION OF INDUSTRIAL PROPERTY, SECRECY AND EXCLUSIVITY), 16 (PARTIAL INVALIDITY), 17 (APPLICABLE LAW - PLACE OF JURISDICTION).

Customer Signature
