

## GENERAL SALES CONDITIONS

### 1. Definitions

**1.1.** For the purposes of these general conditions (hereinafter referred to as "**General Conditions**"), the terms and expressions indicated below will have the meaning respectively attributed to them:

**"Customer"**: means, without distinction, the legal entity, public or private, which requests the Company to supply Products;

**"Order Confirmation"**: written acceptance by the Company of the Order forwarded by the Customer;

**"Contract"**: each supply contract, of which the General Conditions are an integral and substantial part, concluded between the Company and the Customer following (i) the receipt by the Customer of the Order Confirmation by the Company or (ii) of execution in compliance with the Order by the Company or (iii) of completion between the parties of a specific individual contract, and which in any case reports the definitive and binding content of the agreement;

**"Intellectual Property Rights"**: all intellectual and industrial property rights of the Company, including, without limitation, the rights relating to: patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications, data, whether such rights have been registered or not, as well as any question or registration relating to such rights and any other right or form of protection of a similar nature or having equivalent effect;

**"Force Majeure"**: by way of example and without any limitative intent, causes of force majeure are considered: pandemics, epidemics, lockouts, strikes, absolute lack of means of transport, war, revolt or other military actions, floods, fires, lightning, explosions, accidents, power outages, interruptions, malfunctions or overloads of telephone or telematic lines, delays or non-fulfillment by third party suppliers or any other event that is beyond the reasonable sphere of control of the Company and which prevents full and correct fulfillment of the obligations envisaged by the same by the General Conditions and / or the single Contract.

**"Confidential Information"**: all information, written and oral, documents, findings (patented or patentable), know-how and data of a technical, economic, commercial, financial, accounting or administrative nature owned by or in any case relating to the Company that are not, individually or as a whole or in the precise configuration and combination of their elements, accessible to subjects not belonging to the organization of the Company, such as, by way of example but not limited to, information, data or materials relating to the design and / or the research and development of the Products, the corporate organization of the Company, its customers, including potential customers, its management policy, as well as the operational and promotional techniques used by the same;

**"Order"**: each proposal to purchase the Products, complete with the relative technical data, sent in writing by the Customer to the Company;

**"Products"**: the goods produced and / or assembled and / or marketed by the Company, including special products made at the request of the Customer and on the basis of technical specifications provided by the same;

**"Company"**: the company Euroma Group S.r.l., C.F. 02096010372 and VAT number 00547741207, REA BO250493, with registered office in Calderara di Reno (BO), post code 40012, Via Cavour n. 5.

### 2. Validity of the General Conditions

**2.1.** These General Conditions govern the methods of supplying the Products by the Company and are an integral and essential part of every Contract concluded between the Customer and the Company. In the event of a conflict between the conditions and terms referred to in these General Conditions and the conditions and terms agreed in writing for the individual Contract, the latter will prevail. The Company will not be bound by the general conditions of sale formulated by the Customer, even in the event that they are referred to or are contained in the Orders or in any other documentation from the Customer, without the prior written consent of the same.

**2.2.** The Company reserves the right to unilaterally modify these General Conditions at any time by publishing the updated version on the website [www.euromagroup.it](http://www.euromagroup.it); it is understood that the new General Conditions will apply only to Contracts concluded after the modification date.

### **3. Responsibility for Orders**

**3.1.** The Customer is responsible for the correctness and completeness of the information on the Products entered in the Orders such as, by way of example, information on units, measures, dimensions, technical specifications of the Products.

**3.2.** The Customer also undertakes to verify and guarantee the technical suitability of the machines on which the Product will be installed.

**3.3.** The Company is exempt from any liability deriving from discrepancies or defects in the Products if they comply with the information entered in the Orders by the Customer, even in the event that the Company was involved in the pre-selection phase of the Products as well as during the design phase. .

**3.4.** The Company may, at its discretion, cancel the Order already accepted before the delivery of the related Products by reimbursing the Customer any price or installments already paid, with the exclusion of any further indemnity or compensation in favor of the Customer due to the annulment.

**3.5.** The Customer will have the right to withdraw from the Contract without paying penalties or other indemnities by means of a written communication to be sent to the Company no later than 3 days from the conclusion of the Contract. Once the aforementioned term has elapsed, the Customer's withdrawal is excluded.

### **4. Methods and terms of delivery**

**4.1.** Unless otherwise agreed in writing between the parties, the supply of the Products is understood to be Ex Works (EXW - Incoterms 2020) at the Company's plants.

**4.2.** Deliveries (or, in the case of delivery ex works, the notice of goods ready) will be made within the terms indicated in the Contract, which are in any case to be considered purely indicative and not essential pursuant to art. 1457 of the Civil Code and do not include transport times.

**4.3.** In the case of Products made on the basis of projects provided by the Customer, the delivery terms will in any case start from the transmission to the Company of the aforementioned projects.

**4.4.** In the event of failure to collect after 10 (ten) days from the notice of goods ready, the Company may, at its sole discretion, immediately demand the entire agreed total price or consider the Contract terminated pursuant to art. 1456 of the Civil Code for non-fulfillment by the Customer, withholding the amounts received up to half the price as a penalty. In any case, the Company has the right to obtain compensation for the greater damage suffered, including by way of storage, insurance and custody costs.

**4.5.** In the event of a design or any other communication from the technical office that requires a specific response or approval from the Customer, the delivery terms will be redefined taking into account the work organization of the technical office.

**4.6.** Any delays in delivery do not entail any right to compensation for the customer nor do they authorize the latter to apply penalties.

**4.7.** In any case, any delay due to acts or omissions of the Customer or to Force Majeure is not considered to be attributable to the Company.

## **5. Warranty**

**5.1.** Unless otherwise agreed in writing between the parties, the Company guarantees the Products purchased for a period of 12 (twelve) months from delivery of the Products to the Customer, pursuant to art. 1490 of the Civil Code, provided that such defects have been promptly reported to the Company by certified electronic mail or by registered letter with acknowledgment of receipt within the deadline of eight (8) days from delivery of the Products or, in the case of hidden defects, since their discovery.

**5.2.** In case of non-payment by the Customer of even only part of the agreed price for the supply, any interventions under the guarantee referred to in this article 5 will remain suspended until its full balance.

**5.3.** The guarantee referred to in this article is excluded in the following cases: (i) damage caused during transport or during storage in the warehouse due to failure to collect by the Customer; (ii) damage caused by errors and / or negligence in the installation of the Product by the Customer or third parties; (iii) negligent or improper use of the same; (iv) failure to comply with the Company's instructions relating to the installation, operation, maintenance and storage of the Products; (v) normal wear and / or repairs and / or modifications made by the Customer or by third parties without the prior written authorization of the Company; (vi) Product serial number eliminated or made unrecognizable.

**5.4.** Provided that the Customer's complaint is covered by the warranty referred to in this article and notified within the terms indicated above, the Company will undertake, at its discretion, to replace or repair the Product or the parts thereof that show flaws or defects, with exclusion, in any case, of the Customer's right to take action for the termination of the Contract and / or to claim any compensation or other compensation. Returns will not be accepted unless previously authorized in writing by the Company; the latter will examine the returns to verify that the defect exists and is attributable to its own responsibility and only in this case will it replace and / or repair the Products or parts thereof recognized as defective. Any travel, accommodation, disassembly, reassembly and any transport costs incurred for the interventions are not included in the warranty and will be invoiced. Any different warranty, even legal, must be considered excluded and superseded by these General Conditions.

**5.5.** In the event that the repair or replacement concerns only parts of the Product, the repaired or replaced parts will be covered by a guarantee for a period equal to the residual duration of the original guarantee of the Product.

**5.6.** The warranty referred to in this article does not extend and does not include, in any case, scheduled maintenance and / or assistance activities, which may possibly be the subject of a separate and further agreement between the parties.

## **6. Payments**

**6.1.** Payments must be made within the terms indicated in the Contract.

**6.2.** Failure to pay or late payments exceeding 15 (fifteen) days, even in relation to only part of the agreed price and / or further and different supplies of Products, authorize the Company to suspend the delivery of all Products; in this case, the Company will also have the right to consider the Contract terminated pursuant to art. 1456 of the Civil Code, with the right, in any case, to compensation for all damages suffered. Similarly and more generally, the Company will have the right to suspend the supply and any other fulfillment, also pursuant to art. 1461 of the Civil Code, if the circumstances indicate that the Customer is unable to comply with the payment obligations assumed, unless a suitable guarantee is given.

**6.3.** Any complaint relating to the Products and / or the delivery of the same cannot in any case justify the suspension or delay in payment.

**6.4.** Pursuant to art. 1193 and 1194 of the Civil Code, the late payment by the Customer must be charged in advance to the interest, then to the capital, starting from the oldest debt. It is understood that the Customer will not be able to compensate pursuant to art. 1252 of the Civil Code, no credit claimed from the Company, without prior written authorization from the latter.

**6.5.** In the event that the payment by the Customer is subject to the occurrence of certain events such as, by way of example, the delivery of the Products or the testing of the same by the Company, any delays in the fulfillment of the aforementioned events, exceeding 15 ( fifteen) days with respect to the contractually agreed term and due to causes not attributable to the Company, will legitimize the latter to obtain the payment of the entire price or the installment of the price that should have accrued, without prejudice to any further legal or Contractual rights .

## **7. Changes**

**7.1.** Any requests for changes and / or additions to the Products by the Customer must be sent to the Company in writing.

**7.2.** In the event of a request for change, the Company will communicate any greater amount due, which will remain the responsibility of the Customer. The Company will also have the right to extend the agreed delivery times due to the changes requested.

**7.3.** In any case, it is understood that any changes to the Contract cannot be made without the prior consent of the Company. It follows that, in the event of non-acceptance of price changes and delivery terms deriving from the requests for changes made by the Customer, the terms and conditions initially agreed in the Contract will remain fully valid and effective.

**7.4.** If, following the failure to agree on the request for modification of the Contract, the Customer refuses to receive the delivery of the Products, this will result in a serious breach by the Customer and the Company will have the right to consider the Contract terminated pursuant to art. 1456 of the Civil Code.

**7.5.** The price agreed in the Contract refers to the Product supplied in compliance with the regulations in force on the date of completion of the Contract itself. Any changes in the regulations subsequent to that date oblige the Customer to pay the Company any greater amount sustained and / or to be incurred for the adjustment of the products in progress, in addition to the possible consequent delay in deliveries, with respect to which the Customer renounces as of now to raise any objection or dispute.

## **8. Retention of title**

**8.1.** The supply is understood to be carried out with the Company's retention of title to the Product, pursuant to and for the purposes of art. 1523 of the Civil Code, until full payment of the price indicated in the invoice (s) to which the Product sold refers.

**8.2.** The Customer, until the transfer of ownership of the Product, may not sell or otherwise dispose of it without the written consent of the Company.

**8.3.** In the event of failure to pay a single installment of an amount exceeding the eighth part of the agreed price or of several installments, regardless of their amount, the Company will be entitled to consider the contract terminated due to non-fulfillment by the Customer, withholding the installments as compensation paid up to half the price, subject to proof of greater damage suffered.

**8.4.** The Customer also undertakes as of now to keep the Product in perfect condition; the Company may, at any time and at its expense, inspect the Product to verify the maintenance status. The inspections may not in any case damage the Customer's right to normal use of the Product and must also be communicated to the Customer with a notice of 36 (thirty-six) hours.

## **9. Installation and testing**

**9.1.** Installation as well as assistance with testing at the Customer's premises is always excluded from the supply relationship, unless otherwise expressly agreed. However, if it is contractually agreed that the Company will install and / or assist in testing the supplied Product, the provisions set out in the following paragraphs will apply.

**9.2.** In any case, the following are charged to the customer:

- a) any type of electrical work;
- b) electricity required for the installation of the Product;
- c) means necessary for unloading the Product at the Customer's premises.

**9.3.** The Customer is required to take all necessary measures so that the Company can carry out the intervention in a single solution and without interruptions. Any arrests or suspensions due to work needs or causes not attributable to the Company such as to make further accesses or a prolonged stay in the plant necessary for the conclusion of the installation and / or testing assistance operations, will legitimize the Company to request and obtain by the Customer the reimbursement of the higher costs incurred.

**9.4.** Without prejudice to the right of the Company, recognized and authorized by the same Customer, to avail itself of the collaboration of other trusted companies for the installation of the Products.

## **10. Force Majeure**

**10.1.** The Company may suspend the execution of its contractual obligations in whole or in part, if the same is prevented by Force Majeure. It will be the responsibility of the Company to inform the Customer in writing and without delay of the occurrence and termination of this circumstance.

**10.2.** Upon the occurrence of a Force Majeure event, the Supplier will be entitled, if applicable, to a corresponding time extension as well as to the reimbursement of any extra costs accrued for the effect, duly documented and reasonably incurred.

## **11. Intellectual Property Rights**

**11.1.** All Intellectual Property Rights, Confidential Information as well as additional technical information (construction drawings, specifications, technical data sheets, etc.) relating to the Product remain the exclusive availability and property of the Company.

## **12. Confidentiality**

**12.1.** The Customer is obliged not to reproduce, make accessible or disclose to third parties, directly or indirectly, in any form, the Confidential Information collected or of which it has become aware and / or in possession during the execution of the Contract and, in any case, not to use them for purposes unrelated to the execution of these General Conditions and / or the single Contract.

**12.2.** The confidentiality obligations referred to in this article survive for five (5) years from the termination of the relationship between the parties, for whatever reason it has occurred.

**12.3.** Without prejudice to the provisions of this article, any images relating to the Products and / or the generic indication of the name of the Customer. Any more detailed communications must be previously shared between the Parties.

## **13. Termination of the Agreement**

**13.1.** In addition to the other cases expressly provided for in these General Conditions and without prejudice to any further legal or Contractual rights, the Company will have the right to immediately terminate these General Conditions, as well as each individual Contract, in the following cases, due to the Client's responsibility:

- non-fulfillment by the Customer of the obligations provided for in articles: 10 (Intellectual Property Rights) and 11 (Confidentiality);
- the Customer is subject to bankruptcy proceedings or becomes in any case insolvent or unable to manage his business properly;
- in the event of a merger or incorporation into another company or entity or in the event of a substantial change in the Client's corporate control, also pursuant to art. 2359 of the Civil Code;
- suspension of payments by the Customer;
- other hypotheses possibly provided for in the single Contract.

**13.2.** In any case of early termination due to default by the Client, the Company will be entitled to the payment of a termination penalty equal to 50% of the price, if necessary also withholding any amounts already paid by the Client, and without prejudice to the right to compensation for the greater damage suffered, also taking into account the costs incurred for components already made and / or in the course of production, including by third parties.

#### **14. Limitation of Liability**

**14.1.** Notwithstanding any different provision of these General Conditions or of the individual Contract, the maximum liability of the Company towards the Customer deriving from the performance or non-fulfillment of the Contract or from any other obligation including, without limitation, obligations in relation to the project, production, delivery, storage, installation or use of the Products or the execution of any other work or service in connection with the same, whether of a contractual or non-contractual nature (including the payment of any penalties, where applicable), may not exceed a value equal to 20% of the price paid by the Customer in execution of that given Contract. This limit must be considered cumulative and, therefore, applicable with respect to compensation obligations that arise from a plurality of events, even if not connected to each other and / or which occurred at different times.

**14.2.** Notwithstanding any different provision of these General Conditions or of the single Contract, the Company will not be liable to the Customer for any loss of use of the Products or of the systems / machines on which the Products will be installed, loss of production, losses resulting from any downtime of the scope of supply and equipment, loss of earnings, loss of any contract or replacement cost, loss or incidental damages, indirect, special or consequential damages, regardless of indemnity, any breach of the Contract, non-contractual, objective liability or other.

**14.3.** The limitations and exclusions referred to in this article will not operate in the cases referred to in art. 1229 of the Civil Code.

#### **15. General Terms - Communications**

**15.1.** The Company and the Clients act in full autonomy and independence. These General Conditions do not give rise to any relationship of collaboration, agency, association, intermediation or subordinate work between them.

**15.2.** Any tolerance by the Company towards any non-fulfillment by the Customer of the provisions of these General Conditions or of the individual Contract does not constitute a waiver of the rights deriving from the violated provisions nor of the right to demand the correct fulfillment of all the provisions of the Conditions General or the Contract.

**15.3.** Written communications directed to the Company will be considered valid only if sent to Euroma Group S.r.l. at the following address: Via Cavour n. 5, Calderara di Reno (BO), post code 40012, or sent by e-mail to the following addresses: [info@euromagroup.com](mailto:info@euromagroup.com).

**16. Applicable law and referral**

**16.1.** These General Conditions, as well as the terms and conditions contained in each individual Contract, are governed and subject, even to the extent not expressly provided, to Italian law with the exclusion of the application of any different law.

**17. Jurisdiction and competent court**

**17.1.** Any dispute relating to the application, interpretation and validity of these General Conditions as well as the terms and conditions contained in each individual Contract, will be subject to the jurisdiction of the Italian State and the exclusive jurisdiction of the Court of Bologna, with the express and conscious exclusion of any other forum. alternative.

Calderara di Reno (BO), [date]

(The Company) (The Client)

---

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, the parties declare that they approve all the clauses of the aforementioned General Conditions and specifically those referred to in articles: 3.3. (Company disclaimer); 3.4. and 3.5. (Unilateral Order Cancellation); 4.6. (Exclusion of the Customer's right to compensation in case of delay in delivery); 5. (warranty); 6.2. (Supply suspension in case of late payments); 6.3. (Prohibition of suspension of payments); 6.4. (Prohibition of offsetting); 7.5. (waiver of exceptions in case of regulatory changes); 14 (Limitations of liability); 16.1. (Applicable law and reference); 17.1. (Jurisdiction and competent court).

Calderara di Reno (BO), [date]

(The Company) (The Client)

---