



**General Terms and Conditions of Sale and Delivery of Metalacciai Sede Secondaria Italiana di Ferinox S.A.S [branch of Ferinox S.A.S, a French company with registered offices at Site Industriel et Portuaire 69560 Saint Romain en Gal (France)], Via Calvenzana Inferiore, 11, 23849 Rogeno (Como), Italy**

## **1. General provisions**

1.1. These General Terms and Conditions of Sale and Delivery of Metalacciai Sede Secondaria Italiana di Ferinox S.A.S ("FERINOX") apply exclusively to customers which, in respect of the purchase of goods, are acting in the performance of their commercial or independent professional activities (hereinafter referred to as "Purchasers"). Our products are not intended for "consumers" as defined in Legislative Decree n°206/2005 (Consumer Code) or in other applicable legislation.

1.2. These General Terms and Conditions of Sale and Delivery apply exclusively to all contracts concluded between ourselves and the Purchaser concerning the sale and delivery of goods. Differing terms and conditions of purchase or other differing terms and conditions of the Purchaser shall not apply unless we have expressly acknowledged them in writing. Our silence regarding such differing terms and conditions shall not be deemed in particular to be consent, and this shall also apply to future contracts.

## **2. Quotation, conclusion of contracts, scope of delivery**

2.1. Our quotations are without engagement and not binding. If the Purchaser places a delivery order based on quotations without engagement, a contract shall be concluded, also in day-to-day business, only upon our written order confirmation if the Purchaser requests such confirmation. In all other cases, the contract shall be concluded by delivery of the goods. If an order confirmation is provided, this alone shall govern the content of the contract, in particular the scope of delivery and date of delivery.

2.2. Prices and performance data and other declarations or assurances shall be binding for us only if we have made or confirmed them in writing.

2.3. Any documents, drawings, details of weight, samples etc. enclosed with our quotation are only determined approximately. In particular, these are neither a guarantee nor are they binding on us unless otherwise agreed upon in writing. Any reference to standards and similar technical regulations shall also not indicate a guarantee that our Products comply with such standards and regulations, unless otherwise agreed upon in writing.

2.4. We shall only be obliged to deliver from our own stock (obligation to deliver from stock).

2.5. Estimates of cost, drawings and other documents provided by us shall remain our property. They may not be made accessible to third parties without our prior consent.

## **3. Quality, dimensions and weights**

3.1. Quality and dimensions are determined by the relevant national technical standards resp. material numbers unless otherwise agreed. If no national standards or material data sheets exist, the corresponding European Norms shall apply in the absence of standards customary in the trade.

3.2. Weights shall be determined by the weighing performed by us or our supplier. The weight shall be proved by presenting the weighting certificate. If admissible by law, weights can be determined without weighing according to the applicable standards. This shall not affect the increases and reductions (excess or short delivery of up to 10 %) customary in the steel trade.

3.3. The number of units or bundles stated in the advice of dispatch shall not be binding for goods calculated by weight. If it is not customary to weigh goods individually, the total weight of the consignment shall accordingly apply. Differences in relation to calculated individual weights shall be proportionately allocated to them.

## **4. Prices**

4.1. Prices are euro prices unless otherwise stated and do not include VAT. This shall be invoiced separately at the respectively valid rate in accordance with respectively applicable tax provisions.

4.2. Unless otherwise agreed in writing, prices are ex works or ex our warehouse (EXW ICC Incoterms 2010) and do not in particular include packaging and shipping costs and freight.

## **5. Terms of payment, retention, set-off**

5.1. Unless otherwise agreed in writing, all payments shall be made and credited to us at the latest within 30 days of the invoice date without deduction. Terms of payment shall be deemed met if the amount is at our disposal within the payment deadline.

5.2. In the event of default in payment, default interest of 9 percentage points above the respective base interest rate of the European Central Bank when the claim for payment becomes due shall be charged. The above mentioned interest rate is to be considered as default interest agreed between the parties, pursuant to Article 5, paragraph 1 of Legislative Decree 09.10.2002 n.231. Interest shall be applied automatically without the need of formally placing the Purchaser in default. The right to assert damage in excess of this is reserved, including but not limited to the charges mentioned in Article 6, paragraphs 1 and 2 of Legislative Decree 09.10.2002 n.231.

5.3. The Purchaser shall have no right of retention nor set-off against disputed claims or claims which have not been recognised by court judgment.

5.4. We shall have the right to request the Purchaser to provide securities or advance payments to an appropriate extent for our delivery.

5.5. We shall have the right to set off claims, which the Purchaser or its affiliated companies are entitled to against us, Franz Haniel & Cie. GmbH or companies affiliated with Franz Haniel & Cie. GmbH, against our own claims, claims of Franz Haniel & Cie. GmbH or claims of companies affiliated with ourselves or Franz Haniel & Cie GmbH. Companies affiliated with ourselves or Franz Haniel & Cie GmbH within the meaning of this provision are such companies in which we or Franz Haniel & Cie GmbH hold a majority interest either directly or indirectly or such companies which hold an interest in ourselves. If required, we shall advise the Purchaser at first request the companies which are affiliated with ourselves and Franz Haniel & Cie GmbH.

## **6. Retention of title**

We shall retain title to the goods (goods subject to retention of title) until the full price thereof is paid by the Purchaser, pursuant to Articles 1523 and following of the Italian Civil Code. It is understood that the Purchaser bears full risk on the goods from the date of their "Ex Works" delivery.

## **7. Delivery, force majeure, storage**

7.1. Specified delivery times are not binding unless otherwise agreed in writing. If delivery dates and periods are not binding or approximate (ca., about etc.), we shall use our best efforts to comply with them. Delivery periods agreed as binding in writing shall commence upon receipt of the order confirmation by the Purchaser but not before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the Purchaser are met. This shall accordingly apply to delivery dates. Deliveries can be made before the delivery period ends.

7.2. If we do not receive deliveries or services from our sub-contractors, for reasons for which we are not responsible, to enable us to provide deliveries or services which are due from us under the contract, despite due and sufficient stocking in terms of quantity and quality under our delivery or service agreement with the Purchaser, or they are incorrect or not in due time, or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), we shall notify the Purchaser in writing or text form in due time. In such case, we shall have the right to postpone the delivery for the duration of the obstruction, or to rescind the contract in whole or in part for that part not yet fulfilled. Events of force majeure include but are not limited to strikes, lock-outs, official intervention, energy shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions through no fault of our own, e.g. due to fire and water damage, and damage to machinery, and any other obstructions which, when considered objectively, were not caused by our negligence.

7.3. If a delivery and/or service date or delivery and/or service period is agreed with binding force and the agreed delivery or service date or the agreed delivery or service period is exceeded due to events according to paragraph 7.2 above, the Purchaser shall have the right, after a reasonable extension of time has elapsed without success, to rescind the contract for



that part of the contract not yet fulfilled. The Purchaser shall have no further claims, in particular claims for damages. Our right to postpone delivery and/or rescind the contract pursuant to paragraph 7.2, sentence 1 and 2, shall also apply if no fixed delivery dates have been agreed upon expressly or impliedly.

7.4 If shipment is delayed at the Purchaser's request or for reasons, for which the Purchaser is responsible, we shall have the right to store the goods, beginning upon expiry of the reasonable period set in writing or text form in the notice that the goods are ready for shipment, at the Purchaser's risk of loss and deterioration of the goods, and to invoice the costs incurred for this at 0.5 % of the net invoice amount of the stored goods for each full week or part thereof (up to a maximum amount of 10 % of the net invoice amount for the stored goods). The stored goods shall only be insured at the Purchaser's specific request. This shall not affect the assertion of further rights, including but not limited to the right to claim compensation of any further damages suffered, and/or to terminate the sale contract.

### **8. Radioactivity**

8.1 The Purchaser shall be obliged to monitor incoming goods with state-of-the-art radioactivity measuring devices before the material is mixed with material from other suppliers.

8.2. If the Purchaser determines that relevant limit values are exceeded, the Purchaser shall notify us immediately in writing and give us the opportunity to carry out our own measurements. If our measuring confirms that relevant limit values are exceeded, we shall assume the costs of this measuring and take back the goods in question at our expense. The Purchaser shall not be entitled to any further rights or remedies and we shall have no further liabilities.

### **9. Passing of risk**

9.1 The risk of accidental loss or accidental deterioration of the goods shall pass to the Purchaser at the latest upon the delivery item being handed over by us to the forwarding agent, carrier or third parties otherwise appointed to handle the shipment. This shall also apply if partial deliveries are made or we have taken over other services (e.g. shipment or installation).

9.2 If shipment is delayed due to circumstances for which the Purchaser is responsible or the shipment is sent at the Purchaser's request at a date which is later than the agreed delivery date, the risk shall pass to the Purchaser from the date on which the notice is sent stating that the delivery is ready for shipment for the period of the delay. We shall be obliged at the Purchaser's request and expense to take out the insurances requested by the Purchaser.

9.3 Deliveries shall not be insured against theft, breakage, transport and fire damage without specific request by the Purchaser. If the Purchaser requests the conclusion of an insurance policy, this shall be concluded at the Purchaser's expense. The Purchaser shall provide any cooperation required.

### **10. Claims for defects**

10.1 The Purchaser shall inspect the goods immediately upon receipt if this is expedient in the ordinary course of business and, if a defect is found, shall notify us immediately in writing.

10.2 If the Purchaser fails to notify us of goods' defects or non-conformities within the notice periods provided for by Article 1495 of the Civil Code, the goods shall be deemed approved and Purchaser's rights shall be forfeited.

10.3 Obvious damages sustained during transport or other defects recognisable already at the time of delivery must also be confirmed by the deliverer's signature on the respective transport document when delivery is accepted. The Purchaser shall ensure that a corresponding confirmation is provided.

10.4 Supplementary performance shall be provided at our option by remedying the defect or supplying an article free of defects. The Buyer shall not be entitled to any further rights and remedies.

10.5 Claims for defects shall become statute-barred within one year after delivery pursuant to Article 1495 of the Civil Code.

### **11. Liability**

11.1 We shall not be liable for claims by the Purchaser for direct or indirect damages or reimbursement of expenses, for whatever legal reason, be it contractual or tort liability or any other kind of liability.

11.2 The above exclusion of liability shall apply to the fullest extent permitted by the applicable law, within the limits set forth by Article 1229 of the Italian Civil Code.

### **12. Export control, product approval, import regulations**

12.1 In the absence of any contractual agreements to the contrary with the Purchaser, the delivered goods are intended for placement on the market for the first time in Italy or, in the case of delivery agreed outside Italy, within the agreed country of first delivery (*first country of delivery*).

12.2 The export of certain goods by the Purchaser from there may be subject to authorisation e.g. because of their nature or intended purpose or final destination. The Purchaser itself shall be obliged to check this and to comply strictly with the relevant export regulations and embargos for these goods, especially of the European Union (EU), Italy resp. other EU Member States and, if applicable, the USA or Asian or Arab countries and all third countries involved, if the Purchaser exports the products supplied by us or has them exported.

12.3 The Purchaser shall in particular check and ensure, and, on request, provide evidence to us that

- the goods provided are not intended for use in armaments, nuclear facilities or weapon technology;
- no companies and persons specified on the US Denied Persons List (DPL) are supplied with original US goods, US software and US technology;
- no companies and persons specified on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with original US products without relevant authorisation;
- no companies and persons are supplied who are specified on the List of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terrorist List or other relevant negative lists for export controls;
- no recipients are supplied that violate other export control regulations, especially of the EU or the ASEAN countries;
- all early-warning indications of the competent Italian or national authorities of the respective country of origin of the delivery are complied with.

12.4 Goods supplied by us may only be accessed and used if the above-mentioned checks and assurances have been carried out resp. provided by the Purchaser; otherwise the Purchaser must refrain from carrying out the intended export and we shall not be obliged to perform.

12.5 Where goods supplied by us are passed on to third parties, the Purchaser undertakes to oblige such third parties in the same way as specified in para. 12.1-12.4, and to notify them of the need to comply with these legal provisions.

12.6 The Purchaser shall at its own expense ensure, where delivery outside Italy is agreed, that the goods to be supplied by us comply with all national import regulations of the first country of delivery unless we have expressly assumed this obligation.

12.7 The Purchaser shall indemnify us to the fullest extent permitted by the applicable law against all damages and expenses resulting from the negligent breach of its obligations.

### **13. Assignment**

13.1 Contracts concluded with us may only be transferred to third parties with our written consent. This shall also apply to claims arising from the contracts concluded with us.

13.2 As an exception to the above, the Purchaser hereby authorizes us to assign in whole or in part any contracts with the Purchaser to a subsidiary of us or to an entity affiliated with us.

### **14. Data protection**

We store data arising from the contractual relationship in compliance with any local applicable law as well as the GDPR.



#### **15. Jurisdiction; Governing law**

15.1 Any disputes arising between ourselves and the Purchaser arising from and/or in connection with these General Conditions and/or with any sale contract, shall be settled exclusively before the courts of Lecco (Italy). As an express deviation to the above, we shall also have the right at our option to bring an action against the Purchaser at its place of general jurisdiction.

15.2 The laws of Italy shall apply, including the UN Convention on International Sales of Goods made in Vienna on April 11, 1980 (CISG).

#### **16. Modifications**

Verbal agreements after conclusion of a contract, especially subsequent amendments and modifications of our Terms and Conditions of Sale, including this written form clause and collateral agreements of any kind, shall only be valid when confirmed in writing by us.

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