

GENERAL TERMS OF SALE

1 GENERAL PROVISIONS

- 1.1 These General Terms of Sale are the only applicable terms and they prevail over any different terms prepared by the Customer. They regulate all current and future sale contracts of products by F.B. INOX S.R.L. (hereafter, F.B. INOX) and they may be amended periodically. The Customer waives the right to apply its own general and special terms of purchase which are thus understood to have no effect between the Parties.
- 1.2 Any special terms agreed from time to time between the Parties will only be valid if indicated in the respective Order Confirmations sent by F.B. INOX to the Customer; these General Terms will continue to apply for the parts that are not expressly derogated.
- 1.3 The Terms apply even if they are not expressly indicated and signed in the Order Confirmation. They are published for that purpose on the website of F.B. INOX (https://www.fbinox.com/cgv_en.pdf).

2 OFFERS, ORDERS, CONCLUSION OF CONTRACT

- 2.1 Upon receiving the Offer, accompanied by quantities, prices, special terms, a reference to the General Terms of Sale and the standard product terms, sent by F.B. INOX, the Customer sends the order to F.B. INOX by email.
- 2.2 When sending an order, the Customer accepts these General Terms and the standard product terms, without reserve.
- 2.3 The Customer's orders are not binding for F. B. INOX. The sale contract between F.B. INOX and the Customer (hereafter, the Contract) is finalised when F.B. INOX sends the written Order Confirmation email to the Customer.
- 2.4 In the absence of any written communication to the contrary by the Customer within 24 hours of receiving the Order Confirmation, the latter is understood to be confirmed and binding under the terms indicated therein.
- 2.5 Any change to the Order Confirmation requires the written consent of F.B. INOX.
- 2.6 If the Customer requests, exclusively in writing, the cancellation or modification of the order, after the Contract has been finalised, F.B. INOX may charge to the Customer any costs for materials and production incurred up until that time, without prejudice to its right to compensation for any further damages.

3 DELIVERY

- 3.1 The delivery times indicated in the Order Confirmation are merely indicative. F.B. INOX declines any direct or indirect liability, within mandatory legal limits, caused by delays in shipping orders.
- 3.2 Any lack of respect of the delivery times does not entitle the Customer to cancel the order.
- 3.3 If not otherwise indicated in the Order Confirmation, the products are understood to be delivered Ex Works (EXW – Incoterms 2020), at the plant of F.B. INOX in Due Carrare (Padua, Italy).
- 3.4 If the Contract states the transportation is to be carried out by the Customer, the latter will ensure that the courier/shipping agent instructed by it to carry out the transportation makes available and delivers to F.B. INOX, at the request of the latter, all documentation required for customs or tax purposes, or for payments by way of documentary credit or against documents.
- 3.5 The products are available for collection only after the transmission of notification that the goods are ready. The Customer undertakes to collect the products within 15 days from receiving notification that the goods are ready. Any lack of collection or delayed collection by the Customer, for reasons not attributable to F.B. INOX, will involve the application of a penalty of 3 Euros per square meter of the same for each day of delay and 6 Euros per square meter in the case of non-collection, without prejudice to the right to compensation for further damages and the right for F.B. INOX to demand the termination of the contract.

4 PRICES AND PAYMENTS

- 4.1 The prices are expressed in Euros, net of VAT. Unless otherwise indicated in the Order Confirmation, they include packaging costs, but do not include other costs for delivering the products.
- 4.2 F.B. INOX reserves the right to increase the sale price in the event of a change in the prices of steel sheets compared to what was offered, promptly informing the Customer thereof in writing; the Customer may, within the next 48 hours after receiving the communication, withdraw in writing from the order already confirmed, excluding any other remedy.
- 4.3 Payments must be made exclusively to F.B. INOX in conformity with the indications contained in the Order Confirmation or invoice.

- 4.4 Any payment delay or irregularity entitles F.B. INOX to:
- suspend the supplies in progress, even if not relating to the payment in question;
 - change the payment and discount methods for the supplies in progress, including requesting advance payment or the issuance of additional guarantees;
 - take action to obtain the full price, without the need for prior warning or placement in default, in accordance with Art. 1186 of the Italian Civil Code and, in the event of delayed payment, to charge to the Customer default interest in the legal amount envisaged by Italian Legislative Decree no. 231 of 2002 as amended.

5 GUARANTEE, LIABILITY AND LIMITATIONS

- 5.1 The products are manufactured in conformity with applicable national and/or European Union legislation. Any specific requirement must be agreed in advance in writing between the Parties.
- 5.2 The guarantee for the products is limited to defects attributable to F.B. INOX. The guarantee does not cover defects caused by improper use, transportation and storage of the products.
- 5.3 All performances under guarantee will be suspended, without notice, in the event of insolvency or non-payment by the Customer.
- 5.4 Any liability of F.B. INOX, both contractual and non-contractual, for damages to persons or property or damages in any case caused by the products supplied and/or by their resale (e.g. compensation for damages, loss of earnings, etc.) is excluded, within legal limits.
- 5.5 If F.B. INOX is held liable for any damages caused by defects of its products, with reference to damages to property, F.B. INOX will pay, in view of the damage caused, a maximum amount equal to the price paid by the Customer for purchasing the product that caused the damage.
- 5.6 The Customer undertakes to indemnify and hold harmless F.B. INOX from any damages claim for improper use of the product.

6 COMPLAINTS AND REMEDIES FOR DEFECTS (NON-CONFORMITY)

- 6.1 The Customer must ascertain - prior to use - that the characteristics of the product supplied are suitable for its intended use.
- 6.2 Complaints relating to any defects (hereafter known as "non-conformity") of the products must be made exclusively in writing, clearly specifying the nature of the defects and the details for identifying the products exactly (production batch, order number, transportation document) and they must be accompanied by the necessary photographs.
- 6.3 Any apparent non-conformities must be reported within 8 working days from delivery of the products to the Customer and in any case prior to the products being sold, assembled or entrusted to third parties for processing.
Any hidden non-conformities must be reported within 8 days from discovery, but no more than 12 months from the products being delivered to the Customer.
- 6.4 The Customer undertakes to allow F.B. INOX to investigate any non-conformity directly on the product with all means considered appropriate, including inspections with measurements and non-destructive tests.
- 6.5 The methods of restoring conformity must be agreed in advance with F.B. INOX in writing, always giving priority to repairs and using replacement as a last resort.
- 6.6 Under penalty of forfeiture of the guarantee, the Customer must not in any way modify or discard the product, in the absence of written agreement.
- 6.7 If the repairs exceed the value of the good or if the product cannot be repaired, F.B. INOX undertakes to replace in whole or in part the products recognised as not compliant. Without prejudice to cases of wilful intent or gross negligence, the foregoing excludes any other guarantee or liability of F.B. INOX in any case originated by the products supplied or by their resale.
- 6.8 In any case, reports or complaints, raised for any reason, do not give the right to termination of the Contract or to the termination of other existing contracts.

7 FORCE MAJEURE

- 7.1 Without prejudice to the Customer's payment obligations, which must in any case be executed at the contractually established due dates, no act constituting a breach of these General Terms will give rise to termination or to compensation for damages if it results from the occurrence of a cause of force majeure or act of God. Such circumstances include, by way of example but without limitation, strikes,

fatalities, epidemics, pandemics, embargoes, armed conflicts, state measures or measures of any other national or supranational authority, interferences by military and civil authorities, acts of terrorism, uprisings and civil disorders, sabotage, fires, even if intentional, and any other case of force majeure or act of God envisaged by the applicable rules, the action of which goes beyond the limits of predictability and control reasonably attributed to the Parties, so long as the Party prevented from being able to fulfil has not culpably contributed to that action. The Party that invokes the exoneration from liability must communicate to the other Party, as soon as possible immediately after becoming aware of the breach and its effects on its ability to respect its obligations, the existence of that impediment, as well as the effects thereof on its capacity to fulfil its commitments. A similar communication must be made as soon as the cause of exoneration from liability is no longer in place.

- 7.2 If a cause of force majeure or act of God prevents the fulfilment of the existing contractual relationship for more than 8 weeks, each Party will have the right to withdraw from the aforementioned relationship, sending to the other Party a specific communication to that end by recorded delivery letter with notice of receipt or by international courier.

8 JURISDICTION AND COMPETENT COURT - APPLICABLE LAW

- 8.1 Any dispute regarding the interpretation, validity and effectiveness of the "General Terms" and/or the individual contracts will be decided by the Court of Padua (Italy) with the exclusion of any other jurisdiction, subject to the right of F.B. INOX to take action, in derogation of the foregoing, at the court in the Customer's jurisdiction.
- 8.2 These General Terms and the respective sale contracts are regulated by Italian law, with the exclusion of the Vienna Convention on contracts for the international sale of goods of 1980 and the rules on conflict of law.
- 8.3 In the event of a discrepancy of interpretation between the Italian version of the "General Terms" and the versions of the same translated into other languages, the former will prevail. The Italian version is the only one to have legal value.

9 CONTRACT TERMINATION

- 9.1 In the event of total or partial non-payment or breach of these General Terms of Sale and/or the individual Contracts, F.B. INOX will have the right to suspend the supply and the respective guarantees, as well as to terminate the relationship immediately.

10 PRIVACY

- 10.1 The personal data provided by the Customer in executing the contractual relationships are processed in respect of Regulation EU 2016/679. The privacy policy is available and is published on the website <https://www.fbinox.com>