

GENERAL TERMS AND CONDITIONS OF SALE

VALID FROM 01/04/2024 UNTIL FURTHER NOTICE

DEFINITIONS

SELLER: Trafitech Srl

BUYER: The signatory of the order, also referred to as the Customer.

ORDER: A purchase request, written or verbal, proposed by the customer, specifying the technical requirements of the products and the supply conditions.

GENERAL CONDITIONS: The conditions governing the Buyer-Seller relationship.

PRODUCT: The subject of the Order, also referred to as Goods.

SUPPLY: The subject of the Seller's performance.

ORDER CONFIRMATION: A document issued by the seller in response to the order, indicating acceptance of the order or any modifications and clarifications to the order proposed by the customer.

TECHNICAL DATA SHEETS: The documentation published on the website, describing the mechanical and chemical characteristics of the products. Reference to international product standards is recognized only for the standards expressly listed and included in the individual technical data sheets.

GENERAL TERMS AND CONDITIONS OF SALE

1. General provision

Orders placed by the customer are considered to be governed by these General Terms and Conditions of Sale, and the submission of the order implies the knowledge and unconditional acceptance of the clauses explained below. These conditions govern the contractual relationship between the seller and the buyer for the order, unless expressly and specifically derogated by the parties through a written agreement signed by the seller.

The references, technical characteristics, and quality standards of the product are those indicated in the technical data sheets published on the seller's website.

2. Order and order confirmation

The order must indicate all the technical characteristics and particulars of the requested products; in the absence of such details, those specified in the order confirmation will apply, or, in subsidiary order, those found in the technical data sheets. Any technical specifications from the customer not provided during the order definition phase or submitted after the order has been signed will not be considered, except at the seller's discretion to treat them as a new order. The order is considered accepted and approved without reservation by the seller when the customer receives the order confirmation from the seller. Alternatively, the order will be deemed accepted through conduct when the seller directly sends a notice that the goods are ready for collection/shipment.

If it is not possible to fully accept the order, the seller may send the customer an order confirmation with the necessary modifications (e.g., due to changes in quantity or type of the ordered product), requesting new acceptance from the customer. In the absence of written clarifications from the customer, to be sent by email, within no more than 3 working days from the receipt of the order confirmation, to the same email address to which the confirmation was sent, the sales contract will be concluded between the parties.

3. Delivery terms

The delivery terms of the sale are always indicative and non-binding, even if indicated in the order and/or in the order confirmation, unless they have been separately agreed in writing at the express request of the customer. In the absence of a separate written agreement, the seller shall not be held responsible under any circumstances. The delivery term is considered respected upon notice that the goods are ready for collection or upon notice of delivery, as applicable.

Upon receiving the notice, the customer is required to promptly arrange for the collection of the goods. In the absence of timely collection of the goods, the seller reserves the right to invoice the customer for the products and any storage costs and, if the legal requirements are met, to terminate the sales contract.

GENERAL TERMS AND CONDITIONS OF SALE

4. Delivery and collection methods

Unless otherwise agreed in writing, the delivery of the goods takes place solely and exclusively at our manufacturing facility or at our warehouse, as indicated in the order confirmation. Once picked up or delivered to the carrier, the goods travel at the exclusive risk of the buyer. Different delivery methods may be subject to the applicable INCOTERMS regulations.

5. Price and payment terms

The sale price, payment methods, and conditions are those indicated in the order confirmation and in the subsequent invoices issued according to the agreed terms.

In the event that a payment installment plan for the supplies is agreed upon, failure to make, partial, or delayed payment, even of just one installment, will result in the loss of the benefit of the term, and the seller shall have the right to demand immediate payment in full or, at their sole discretion, to terminate the contract (pursuant to Article 1526 of the Civil Code).

Failure to make or partial payment, and in any case, delays in payment will entitle the seller to suspend the execution of the ongoing relationship by withholding any quantities of goods still being delivered, as well as to modify the payment terms for further supplies and, in any case—considering the significance of the breach—to terminate the supply relationship by sending a simple communication to the buyer, without the buyer being able to make claims for compensation or indemnities or raise any reservations in this regard. In any case, the buyer will remain obligated to compensate for all additional damages resulting from the failure to execute the contracts.

For any payment delay, reference is made to the additional consequences provided by law.

6. Acceptance

(Non-Conformity/Complaints)

The buyer shall ensure to check the delivered or picked-up product. Any complaints regarding products that do not conform to what was agreed must be submitted by the customer in writing within a maximum of 8 days from the receipt of the goods, under penalty of forfeiture. Any weight discrepancies noted upon receipt, exceeding a tolerance of 3 per thousand compared to what is stated in the accompanying documents, must be communicated to the seller and contested with the carrier by means of a written reservation to be noted in copies of the shipping documents.

Complaints regarding characteristics or specific uses of the product that are not included or specified in the order, or for consequences arising from inadequate storage of the products by the customer, will not be accepted.

Complaints for non-conformity will be handled according to the UNI 11025 standard in its version in force at the time of the order.

GENERAL TERMS AND CONDITIONS OF SALE

7. Supply conditions

The seller commits to respecting the product characteristics as requested in the accepted order or in the order confirmation.

The number of shorter bars in the packages is allowed up to 5%.

In the absence of specific customer requests in the order, the seller will package the goods according to their own methods designed to preserve the integrity of the goods and is exempt from any liability for losses or damages that do not result from willful misconduct or gross negligence on their part.

When present, the packaging is intended to protect the surface during transport from possible surface oxidation due to condensation but not from direct contact with water; it is also not suitable for protecting the surface from damage due to improper handling and/or storage.

8. Inspections and testing

The methods and certificates for inspection/testing of the supplies are governed by what was agreed upon in the order and in the corresponding order confirmation.

9. Whitdrawal and termination of the contract

The seller shall have the right to withdraw from the contract without any obligation if they become aware of the existence of protests regarding checks, promissory notes, or other titles, as well as the initiation of judicial procedures, whether monitoring, ordinary, enforcement, or bankruptcy proceedings, including extrajudicial proceedings, against the customer.

In addition to cases of non-payment or delayed payment, as already provided in the relevant section, the seller shall also have the right to terminate the supply relationship by providing written notice to the customer if, following the notice that the goods are ready or the delivery notice, the goods are not collected by the customer within a subsequent period deemed expressly essential by the seller.

10. Consent

Any acquiescence to the customer's behaviors or defaults does not constitute a waiver of the seller's rights.



TRAFITECH

GENERAL TERMS AND CONDITIONS OF SALE

11. Safeguard clause

In addition to cases of force majeure and those provided by law (including states of alert, mobilization, blockades or wars even in countries supplying raw materials, strikes and labor unrest, occupation of facilities, lockouts, fires, floods, natural disasters, etc.), as well as in the event of any measures and provisions from the European Commission aimed at limiting and regulating the consumption of certain raw materials, and the production and distribution of steel and finished products, the seller shall have the right to withdraw, in whole or in part, from the definitively concluded sales contract, as well as from those currently being defined when events and circumstances occur, wherever they may happen, that substantially alter the state of the markets, the value of money, or the conditions of the Italian industry. In such cases, and generally when the seller withdraws from the contract due to an impediment that is not caused by their own actions or fault, the buyer shall not be entitled to indemnities, compensations, or refunds and must, if requested, pay for the goods already prepared or in the process of being manufactured.

12. Code of ethics

The customer declares that they are aware of the provisions contained in Trafitech's Code of Ethics (hereinafter referred to as the "Code of Ethics") and commits to adhering to its provisions, refraining from engaging in unlawful conduct. Likewise, the customer declares that they have understood the content of the Code of Ethics.

The customer therefore states that they have provided their employees and/or collaborators with appropriate instructions to comply with the conduct outlined in the Code of Ethics. The Code of Ethics will be made available on our website.

13. Compliance with Legislative Decree No. 231/2001

The Customer declares, on their own behalf and on behalf of their collaborators, to apply the provisions of Legislative Decree No. 231/01 in commercial relations with the Seller, refraining from engaging in unlawful conduct.

The customer agrees to cooperate, if necessary, with Trafitech's personnel, also by reporting any act, fact, or behavior that they become aware of that may fall under one of the criminal offenses referred to in the Decree or the behavioral principles contained in the Code of Ethics.

Failure by the customer to comply with any of the provisions of the aforementioned Decree constitutes a serious breach of the obligations set forth in this agreement and will allow Trafitech to terminate the contract/order pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to the right to compensation for any damages caused to the Company.

GENERAL TERMS AND CONDITIONS OF SALE

14.

Nullity of individual clauses

The potential nullity of one or more of the clauses mentioned above, or provided in the separate contractual agreement between the parties, does not in any case result in the nullity of the entire sales contract.

15.

Privacy

The seller, when in possession of data from the customer that is classified as personal under current legislation (including REG. EU 679/16, Legislative Decree 196/2003, Legislative Decree 101/18, and subsequent amendments), will process this data according to the purposes for which it is collected (which serves as the legal basis for processing) and in compliance with legal obligations, acting as the data controller, in order to ensure their compliance, security, and confidentiality. Extended privacy notices are published on the seller's website.

16.

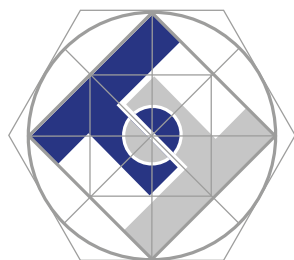
Applicable Law

For anything not provided for in these general terms and conditions of sale, Italian law applies to sales or supplies and related contracts and obligations concluded with our company.

17.

Language of reference

These conditions are written in Italian and English, and in the event of a dispute, the Italian language shall prevail.



TRAFITECH

TRAFITECH SRL

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