

One-person company Scaccabarozzi Antonio

GENERAL CONTRACTUAL CONDITIONS

1. OBJECT - These general contractual conditions govern and will govern the contractual conditions between the one-person company SCACCABAROZZI ANTONIO S.R.L. Unipersonale (PARTITA IVA 03833800133 CODICE FISCALE 03833800133), with registered office, offices and production in Calco (Lecco), via indipendenza n.35, hereinafter the Supplier, and the party ordering goods and/or requesting services, hereinafter the Client, in relation to the supply of goods and/or services, specified in more detail and indicated in individual orders. If the Client can be classified as a "consumer", clauses 3 (limited to irrevocability of the order), 9, 12, (limited to interest), 13, 14 and 15 will not apply, with the regulations established by the so-called consumer code to be considered applicable. In relation to the supply of goods, unless otherwise specified, these are to be considered characterized: i) by a tolerance for dimensions in line with standard UNI EN 22768-cl; ii) for supplies to private individuals: intended for non-professional use, and therefore must exclude a use other than that normally intended for the individual item of goods, with the company Scaccabarozzi however remaining available for any clarifications on the actual intended use of the goods.

2. ACCEPTANCE - MODIFICATIONS - SURVIVAL CLAUSE - The Client, by signing this document, expressly accepts these general contractual conditions, waiving the application of any of its own general conditions. If the Client has signed these conditions drafted in other languages, in the event of any disputes the text drafted in Italian will take precedence. Any modification and/or addition to these general contractual conditions may be made only in writing, by means of a document signed by both parties that refers to these conditions and expressly states that they are partly and/or wholly superseded. It is specified that any general conditions of the Client signed by the one-person company SCACCABAROZZI ANTONIO S.R.L. Unipersonale, even after the signature of these general conditions, will not have any effect in relation to the latter except by the express joint will of the parties, with express indication that these conditions have been superseded.

3. INSEPARABILITY, APPROVAL AND IRREVOCABILITY OF ORDERS - The orders will include inseparably what is indicated herein and, unless otherwise agreed in writing, may not be cancelled or corrected.

The Client must maintain and may not revoke every order for 10 (ten) calendar days from receipt of the order by the Supplier, with its order having the status, in this period, of an irrevocable propose in accordance with art. 1329 of the civil code. Orders are subject to approval by the Supplier, who must notify acceptance of them by confirmation of the order or by an action indicative of having begun to carry out the order. If the Supplier, in the order confirmation and after email or telephone contact, specifies the characteristics, weight and dimensions of the product requested by the Client, the Client will be responsible for verifying the accuracy of this information within a maximum of 2 (two) days from receipt of the order confirmation. If this information is not disputed within the aforementioned timeframe, no claims may be made against the Supplier with regard to any inaccuracies and/or errors contained in the order confirmation relating to the product and its characteristics.

4. CONTRACTS THROUGH AN AGENT - If the contractual relationship between the Supplier and the Client should take place through an agent, the Client is henceforth informed that the agent acts on behalf of the Supplier without any power of representation and/or powers of collection.

5. UNILATERAL WITHDRAWAL - The Supplier will have the option, including in relation to its own commercial requirements, to withdraw unilaterally in accordance with art. 1373 of the civil code from the contract entered into as a result of acceptance of the Client's proposal, without any charge. This option may be exercised until the day preceding the first delivery. The Supplier will in any case always have the option of suspending, in accordance with art. 1461 of the civil code, the execution of the contract if guarantees of the Client's solvency are lacking or reduced, including if this can be deduced from default in relation to previous supplies.

6. DELIVERY OF GOODS - TRANSPORT COSTS - OTHER OBLIGATIONS - The place of delivery of the goods to the Client is and will be at the Supplier's warehouse. The goods will be considered delivered once one of the following cases has occurred: 1) at the moment of collection by the Client or by the carrier responsible for transport; 2) in the absence of collection, the seventh day after communication that the goods are ready.

Transport risk will be the responsibility of the Client, as will transport costs, unless otherwise agreed between the parties in the latter case.

The delivery dates indicated in the order confirmation will be indicative and not binding for the Supplier unless expressly agreed otherwise in writing.

In the event of delays or non-delivery caused by strikes, civil disorder, disasters or other causes of force majeure, or anything else for which the Supplier in good faith cannot be held responsible, the Client may not make any claims or objections against the Supplier.

The Client must collect the goods as soon as they are made available to it, and to this end henceforth assumes responsibility for charges and costs deriving from taking delivery of them late or only in part, especially if the transport costs are included in the supply price and when they have already been estimated by the Supplier and the late delivery has resulted in any diseconomy of logistics or transport.

If the Client does not collect the goods within 45 calendar days of the delivery date, the Supplier will have the option of terminating this contract for reasons attributable to the Client's conduct.

7. COMPLIANCE WITH LAWS TO PROTECT TRADEMARKS AND PATENTS OR ANYTHING ELSE REGARDING THE PROTECTION OF INTELLECTUAL PROPERTY - If the Client requests goods featuring trademarks, logos and/or images and they are to be transmitted by the Client, the latter must guarantee that what will be provided will be compliant with national and international regulations concerning patents, trademarks or anything else regarding the protection of intellectual property, furthermore committing to hold the Supplier harmless from any loss that could derive from failure to observe the aforementioned obligations.

8. TOLERANCE ON THE QUANTITIES DELIVERED - The Client henceforth undertakes to accept a tolerance of "+ - 5 %" on the quantities delivered in relation to the quantities agreed. If therefore the goods delivered respect this percentage deviation, the order will be considered correctly fulfilled. In the event of delivery of a quantity lower than the percentage tolerance, the Client will in any case be obliged to collect the goods as an advance on the larger

quantity owed.

9. LIABILITY AND WARRANTY - The Supplier will be liable for any faults and defects inherent in the supplies and/or services provided by it exclusively within the limits of the value of the supply carried out and for the amount resulting from the sales invoice. Liability is therefore contractually limited to this amount, except in the case of fraud. Any modification made by the Client and/or by third parties to the Supplier's products precludes any claim or warranty. In any case, the Client, on pain of forfeiture and without this legitimizing the suspension of payment of the price if this has not already been made, must report any faults and/or defects in writing within a maximum of 5 days from delivery, or, in the case of hidden faults and/or defects, within 5 days from discovery. After reporting them, the Client must keep the goods supplied for as much time as necessary for the Supplier to be able to check, directly and/or through its agents and/or through its own insurance company, the disputed goods. The Supplier will not, however, be liable for faults and/or defects more than six months after delivery, and in any case if the goods supplied have been kept in an unsuitable place.

10. PRICE - The price for the supply of the goods and/or services requested will be as indicated in the order confirmation, where the unit price and/or price by weight will be specified, along with the cost of packaging. In view of the tolerance established in point 8, the total amount billed to the Client and to be paid may therefore change (up or down) on the basis of the different quantity actually delivered.

11. PAYMENTS - The payments agreed must be made at the place indicated on the cover sheet of the order or, failing such indication, at the Supplier's registered office. The issue of bills of exchange or any form of payment by the buyer will not entail novation either of the contract or of any of the contractual clauses and must be considered solely as intended to facilitate the definition of the relationship. The Supplier will have the option of transferring, in whole or in part, contracts with the Client and/or credits deriving therefrom.

12. LATE PAYMENT - If payment of the price is made after the due dates indicated in the order confirmation, the Client must pay the Supplier, with no need for notice of default, the interest and costs established by Legislative Decree 231/2002. Furthermore, any discount granted in the invoice will be charged back.

13. TERMINATION AND PENALTY CLAUSE - In the event of termination of the contract for reasons attributable to the Client's conduct, the latter will be obliged to pay, by way of a penalty, a sum equal to 50% of the supply price, without prejudice to claiming further damages.

14. SOLVE ET REPETE - The Client may not bring any claim and/or objection against the Supplier until it has paid the corresponding invoices. Any action or objection from the Client must be preceded by notice of default, to be made by registered letter with acknowledgement of receipt, in which the Supplier must be granted a period of not less than 30 (thirty) days to remedy any non-fulfilment.

15. APPLICABLE LAW - JURISDICTION - For anything not established in these general contractual conditions, the parties refer expressly and exclusively to Italian law. For any disputes concerning the validity, interpretation, execution and/or termination of contracts in application of these general conditions, as well as for any other disputes even if only related thereto, the Court of Lecco will have exclusive jurisdiction. It is specified that any domiciliations for payment, including through bills of exchange, will not constitute any deviation from the competence of the Court of Lecco. If either of the parties in the contractual relationship intends to initiate mediation/conciliation proceedings in accordance with Legislative Decree 4.03.2010 no. 28, the site of the conciliation body where the dispute will be resolved must be within the territory of the province of Lecco, or in any case not more than 20 km from the Supplier's registered office.

16. REGULATIONS APPLICABLE ONLY IN THE CASE OF "CONSUMER" CLIENTS - If the Client has the capacity of a consumer, it will have the following options and rights: 1) revocation of the order before the goods are ready and subsequently withdrawal (with restitution of the goods sent and the right to obtain reimbursement of anything paid) within 60 days from delivery; 2) warranty for 2 years from delivery and reporting of faults within 60 days from discovery; 3) jurisdiction of the court for the Client's residence.

Read, confirmed and signed

Date, signature and stamp

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In accordance with and for the effect of arts. 1341-1342 of the civil code, the Client declares that it has read and expressly approves the following clauses:

3. (Inseparability, approval and irrevocability of orders); **5.** (Unilateral withdrawal); **6.** (Delivery of goods - transport costs - other obligations); **8.** (Tolerance on the quantities delivered) **9.** (Liability and warranty); **10.** (Price); **13.** (Termination and penalty clause); **14.** (Solve et repete); **15.** (Applicable law - Jurisdiction).

Read, confirmed and signed

Date, signature and stamp

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