

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

1.1. For the purposes of these General Terms and Conditions of Sale (hereinafter referred to as the “**General Terms and Conditions**”), the following terms shall have the meaning described below:

- “**Seller**”: Ecomavi S.r.l., with registered office in Massa Lombarda (RA), Via Castelletto no. 92, VAT no. 02522990395, PEC ecomavi@pec.it
- “**Products**”: the goods produced, processed, manufactured and/or sold by the Seller
- “**Buyer**”: any person, company or legal entity purchasing Products from the Seller
- “**Parties**”: the Seller and the Buyer jointly
- “**Quotation**”: an offer for the sale of Products transmitted by the Seller to the Buyer
- “**Order**”: each proposal to purchase Products addressed by the Buyer to the Seller
- “**Order Confirmation**”: each written confirmation by the Seller of the Buyer's Order, to be signed by the Buyer for acceptance
- “**Contract of Sale**”: the agreement concluded when the Order Confirmation is received by the Seller signed for acceptance by the Buyer.

2. Scope of application

- 2.1. These General Terms and Conditions of Sale apply to all Contracts of Sale of Products.
- 2.2. In the event of a conflict between the terms and conditions set forth in these General Terms and Conditions of Sale and the terms and conditions agreed upon in the individual Contract of Sale, the latter shall prevail.
- 2.3. In the event of a conflict between the conditions and terms contained in these General Terms and Conditions of Sale and the conditions and terms contained in the Buyer's general terms and conditions of purchase, the former shall prevail over the latter.
- 2.4. Any amendments to these General Terms and Conditions of Sale shall be expressly agreed to in writing by the Parties.
- 2.5. These General Terms and Conditions of Sale supersede, replace and modify all other agreements previously made between the Parties.
- 2.6. Should one or more clauses contained in these General Terms and Conditions of Sale become invalid or ineffective for any reason whatsoever, the other clauses shall remain in full force and effect.
- 2.7. The Buyer acknowledges the applicability of these General Terms and Conditions of Sale even if they have been made available to him by means of a link to a page on the site www.ecomavi.it and have been accepted by telematic means that enable him to store and reproduce their contents.

3. Quotation, Order, Order Confirmation and Sales Contract

- 3.1. Quotations sent by the Seller to the Buyer are binding for a period not exceeding thirty (30) days from the date of transmission, unless a different deadline is expressly indicated.
- 3.2. Each Order transmitted by the Buyer is subject to the Seller's Order Confirmation and the Contract of Sale shall be deemed concluded, becoming binding between the Parties, when the Order Confirmation is returned to the Seller signed for acceptance by the Buyer.
- 3.3. The Order Confirmation sent by the Seller specifies and contains all the terms, conditions and final and binding contents of the Contract of Sale, fully replacing the Order.

4. Prices

- 4.1. The prices of the Products are those indicated in the Contract of Sale and are exclusive of any charges, duties and taxes, which are the sole responsibility of the Buyer.
- 4.2. Unless otherwise agreed upon in writing by the Parties from time to time, the prices are inclusive of packaging costs but are not inclusive of shipping and transportation costs from the Seller's premises to those of the Buyer.

5. Payment

- 5.1. Payments shall be made in Euro to the bank account indicated by the Seller within the agreed term.
- 5.2. Failure to pay within the agreed term shall entitle the Seller to claim interest from the Buyer at the rate set forth in Directive 2000/35/EC on late payment in commercial transactions.
- 5.3. Non-payment or delay in payment of more than thirty (30) days shall entitle the Seller to suspend delivery of the Products and terminate each and every Sale Agreement entered into. Suspension of delivery of the Products or termination of the Contracts of Sale shall not entitle the Buyer to claim any compensation for damages.

6. Delivery Terms

- 6.1. Unless otherwise agreed upon in writing by the Parties from time to time, the Seller shall deliver the Products Ex Works (EXW) at its premises, as defined by the Incoterms published by the International Chamber of Commerce in their most recent version, in force at the time of delivery.
- 6.2. If requested, the Seller shall arrange for the transport of the Products at the Buyer's risk, cost and expense and, in any case, shall be free to choose the means of transport it deems most appropriate in the absence of specific instructions from the Buyer.
- 6.3. Delivery shall take place within the term indicated in the Order Confirmation.
- 6.4. Delivery terms are indicative and shall not be deemed essential pursuant to and for the purposes of Article 1457 of the Italian Civil Code and, in any case, do not include transport time.
- 6.5. The Seller shall not be liable for delays or non-delivery due to circumstances beyond its control such as, but not limited to:
 - inaccuracies or delays on the part of the Buyer in providing the Seller with information or data necessary for shipment;
 - difficulties in obtaining supplies of raw materials;
 - strikes, power failures, natural disasters, measures imposed by public authorities, riots and all other causes of force majeure;
 - delays on the part of the shipper.

6.6. The occurrence of one or more of the events listed above shall not entitle the Buyer to claim damages or compensation of any kind.

7. Packaging

7.1. If the Buyer fails to notify the Seller of any written complaint concerning the packaging of the Goods within five (5) days after delivery, this shall be deemed as proof that the packaging was intact and in good condition.

8. Technical Data Sheets and Tolerances

8.1. The Parties agree that the Products shall have the characteristics indicated in the technical data sheets transmitted to the Buyer, who hereby accepts that the content thereof, including dimensional and tightness, shall form an integral and substantial part of each Contract of Sale.

9. Warranty

9.1. Unless otherwise agreed between the parties, the Seller only grants the Buyer a warranty for defects in the Products for a period of six (6) months from the date of shipment.

9.2. The guarantee is subject, under penalty of forfeiture, to the written notification of the defect found, together with the express request for intervention under the guarantee, to be communicated to the Seller within 8 (eight) days from the delivery of the Products in the case of obvious defects, or, within 8 (eight) days from their discovery in the case of hidden defects or defects that cannot be detected by a person of average diligence.

9.3. Provided that the Buyer's claim is covered by the warranty and notified within the terms set out in this Article, the Seller shall, at its discretion, undertake to replace or repair each Product that proves to be defective after the necessary checks have been carried out.

The warranty shall not apply with respect to those Products whose defects are due to damage caused during transport, negligent or improper use by the Buyer, deterioration due to improper storage or incorrect and/or improper handling by the Buyer, modifications to the Products made by the Buyer without the Seller's consent.

9.4. In any event, the Buyer shall not be entitled to enforce any warranty claim against the Seller if the price of the Products has not been paid on the agreed terms and conditions, even if the failure to pay the price on the agreed terms and conditions relates to Products other than those for which the Buyer intends to enforce the warranty.

9.5. Without prejudice to clause 9.3. above and without prejudice to cases of wilful misconduct or gross negligence, the Seller shall not be liable for any damage arising from or in any way connected with indirect or consequential damage of any kind such as, but not limited to, losses resulting from lost or reduced industrial production or loss of profit.

10. Reservation of title

10.1. The Buyer acquires ownership of the Products upon full payment of the price, but assumes the risks from the moment of delivery.

10.2. In the event of termination of the contract due to non-performance by the Buyer, the Seller may retain any sums received by way of compensation, in addition to compensation for any further damage.

11. Force majeure

11.1. The occurrence of an event which prevents a Party from performing one or more contractual obligations constitutes Force Majeure if, and to the extent that, that Party proves that: (a) such impediment is beyond its reasonable control, (b) the event could not reasonably been foreseen at the time of the conclusion of the Sales Agreement and (c) the effects of the impediment could not reasonably been avoided or overcome.

11.2. In the absence of proof to the contrary, the following events suffered by a Party are presumed to satisfy conditions (a) and (b) of Clause 11.1. above: (i) war (whether declared or not), hostilities, invasion, acts of a foreign enemy, extensive military mobilisation; (ii) civil war, riot, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency or trade restrictions, embargo, sanctions; (iv) acts of authority, whether lawful or unlawful, compliance with laws or governmental orders, regulations, expropriation, confiscation of property, requisition, nationalisation (v) plague, epidemic, pandemic, natural catastrophe or extreme natural events; (vi) explosion, fire, destruction of equipment, prolonged suspension of transport, telecommunications or energy; (vii) generalised social conflicts, such as, in particular, boycott, strike and lockout, white strike, occupation of factories and buildings.

11.3. A Party that successfully invokes this clause shall be relieved of its obligation to perform its contractual obligations, from any liability for damages or other contractual remedy for non-performance, from the time that the event inhibits the performance of its contractual obligations, provided that it has been notified without delay.

11.4. If notice of the event is not given in a timely manner, the release will take effect when the notice reaches the other party. The other party may suspend performance of its obligations, if any, from the date of the notice.

11.5. If the effect of the impediment or event invoked is temporary, the above-mentioned consequences will occur only to the extent that and for as long as the impediment or event invoked prevents the affected Party from performing its contractual obligations. The affected Party shall inform the other Party as soon as the impediment ceases to prevent the performance of its contractual obligations.

11.6. If the duration of the impediment invoked has the effect of substantially depriving one or both of the Parties of what they could reasonably expect under their agreements, each Party shall have the right to terminate the Sales Agreements by giving notice to the other Party within a reasonable period.

11.7. The Parties agree that, in the absence of any agreement to the contrary, the Sales Agreement may be terminated by either of them if the duration of the impediment exceeds one hundred and twenty (120) days.

12. Hardship

12.1. Each Party is bound to perform its contractual obligations even in the presence of circumstances that made performance more onerous than reasonably been expected at the time of the conclusion of the Sales Agreements.

12.2. Notwithstanding Clause 12.1. above, if a Party proves that (a) the performance of its contractual obligations has become excessively onerous due to an event beyond its control that could not reasonably been expected when concluding the contract and (b) the events and its effects could not



reasonably been avoided or overcome, the Parties shall, within a reasonable period of time after the invocation of this clause, but in any event not exceeding ten (10) days, negotiate new contractual terms that take into account the consequences of that event.

12.3. If the Parties have not been able to agree in accordance with Clause 12.2. above, the Party invoking this clause is entitled to terminate the Sales Contracts, but cannot request adaption by the Judge without the agreement of the other Party.

13. Express termination clause

13.1. The Contract of Sale may be terminated in the event of a breach by one of the Parties of its obligations under these General Terms and Conditions of Sale. In such case, the non-breaching party shall notify the other party in writing of its request to remedy the breach within 15 (fifteen) days of receipt of such notice. If this period expires unsuccessfully without the requested party having remedied the breach, the notifying party may terminate the Contract of Sale with immediate effect by written notice to the other party.

13.2. The Vendor shall have the right to terminate each Contract of Sale, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, at any time, by written notice to the Buyer, in the event of non-performance by the latter of its payment obligations under these General Conditions of Sale and in the event that the financial conditions of the Buyer become such as to clearly jeopardise the attainment of the counterperformance.

14. Applicable law

14.1. These General Terms and Conditions of Sale and each individual Sales Contract shall be governed by and construed in accordance with Italian law.

15. Jurisdiction

15.1. Any dispute that may arise between the Parties in connection with the interpretation, execution and termination of these General Terms and Conditions of Sale and/or of each individual Sales Contract shall be deferred to the exclusive jurisdiction of the Court of Ravenna.

Place and date _____

The Buyer

According to art. 1341 e 1342 of the Italian Civil Code the Buyer explicitly accepts the following Clauses of the General Terms and Conditions of Sale: 2. (Scope of Application); 3. (Quotation, Order, Order Confirmation and Sales Contract); 5. (Payment); 6. (Delivery Terms); 8. (Technical Data Sheets and Tolerances); 9. (Warranty); 10. (Reservation of Title); 13. (Express Resolution Clause); 14. (Applicable Law); 15. (Jurisdiction).

The Buyer