

GENERAL CONDITIONS OF SALE

Art. 1. Preamble

- 1.1 The present general conditions of sale apply to all the supplies of Chimar srl. Any derogations shall be valid only if underwritten by the Parties. The Seller shall not be bound by any general conditions of purchase of the Buyer.
- 1.2 The following general conditions of sale are an integral part of all the contracts of sale of Products entered into by Chimar, also when the Contract of sale is concluded via telephone, verbally or via IT instruments.

Art. 2. Definitions

The terms shall have the following meaning:

- Products: the goods forming the subject matter of the Contract and/ or of the sale negotiations;
- Seller: Chimar srl;
- Buyer: any commercial operator who purchases the Products;
- Contract of Sale: a Contract the subject matter of which is the transfer of the property of goods against the payment of a price;
- Order Confirmation: a written communication sent by Chimar to the Buyer by means of e-mail, containing the final and binding terms of contract for the Parties.
- Incoterms@2020: Incoterms of the International Chamber of Commerce, in the text in force at the date of stipulation of the Contract of sale.

Art. 3. Contract Formation

- 3.1 The Seller reserves the right to evaluate the order sent by the Buyer.
- 3.2 The Contract of Sale shall be considered concluded solely after an Order Confirmation has been sent by the Seller.
- 3.3 Acceptance of the order by Chimar under condition or reserve shall not amount to Order Confirmation.
- 3.4 Acceptance of the order by Chimar can take place both with Order Confirmation, and by means of the simple performance of the Contract. Also in such case, the present general conditions of sale shall be applied to the Contract of Sale.
- 3.5 The place of conclusion of the Contract shall always be the registered office of the Seller also for the contracts concluded by means of IT instruments.

Art. 4. Characteristics of the Product

- 4.1 The Seller declares, within the "Safety Data Sheet", that the Products do not contain SVHC, included in the candidate list pursuant to Article 59 of Regulation (EC) no. 1907/2006 (REACH), in concentrations equal to or exceeding 0.1%, as provided for by Article 31 of Regulation 1907/2006 (REACH).
- 4.2 For the purpose of the abovementioned declaration, the Seller shall acquire the "Safety Data Sheets" or attestations of conformity by its own suppliers of raw materials.
- 4.3 All the technical characteristics are set forth in the "Technical Sheet" of the Product.
- 4.4 The Buyer can request any further characteristics with respect to those approved or conformity for specific uses and/or specific techniques and/or intended uses and/or modes of use and/or of processing in writing. Such further specific technical characteristics and/or intended uses and/or modes of use and/or of processing will only be contractually relevant if they are expressly set forth in the Order Confirmation.
- 4.5 It will, in any case, be the duty of the Buyer to verify regulatory compliance of the Products in the Country of destination.

Art. 5. Delivery deadlines

- 5.1 The delivery and/or shipping deadlines are indicative and are not essential deadlines pursuant to Article 1457 of the Civil Code.
- 5.2 If an advance payment is provided for, the delivery deadlines shall start to run from effective collection of the payment by the Seller.
- 5.3 Chimar shall not be held liable for delays or of failed delivery attributable to circumstances that are beyond its control, such as, by way of example and without limitation:
 - a) inadequate technical data or inaccuracies or delays of the Buyer in the provision to Chimar of information or data necessary for shipping of the Products;
 - b) objective difficulties in obtaining supplies of the raw materials;
 - c) causes of force majeure;
 - d) delays in transport and/or in shipping.The occurrence of the events listed above shall not entitle the Buyer to request compensation for damages or indemnities of any kind.
- 5.4 The Buyer shall collect the Products within the deadline indicated in the Order Confirmation (delivery deadline). Failing collection, the Products can be set down, even outdoors, with exemption of Chimar from all liability, lapse of all warranties and charging the Buyer for the handling and storage costs incurred by Chimar.
- 5.5 Following the delivery date indicated in the Order Confirmation, regular invoice of sale shall in any case be issued and the payment deadlines shall start to run.

Art. 6. Delivery, return and shipping— complaints

- 6.1 The delivery of the Products is intended, according to the indications in the Order Confirmation, as Ex works Chimar (EXW Incoterms@2020), also when it is agreed that transport or shipping or part of it is taken care of by the Seller. The risks are transferred consequently to the Buyer following delivery.
- 6.2 Any complaints relating to the state of the packaging, quantity, number or external characteristics of the Products or any further apparent defects, shall be notified to the Seller by means of registered letter with return receipt or certified e-mail, under penalty of forfeiture, within 8 days from the date of delivery.
- 6.3 Any complaints relating to defects not detectable by means of diligent inspection (hidden defects) shall be notified by the Buyer to the Seller, under penalty of forfeiture, within 8 days from the date of discovery of the defect and in any case not later than twelve months from the date of delivery. Notification must be in written form, specifying with precision the defective Product, the Product code, the relative batch, the date of delivery and the nature of the defect.
- 6.4 Furthermore, where the Products or the related packaging are damaged or in presence of missing Products, the Buyer is required to formally communicate and/or report this to the carrier.
- 6.5 The Seller shall have the right to examine or to have examined the Products that the Buyer has declared non-compliant or defective, in such case the non-compliant/ defective Products must be returned to Chimar.
- 6.6 The Buyer cannot, in the absence of written authorisation of Chimar, return the Products deemed faulty and/or defective.
- 6.7 In the case in which Chimar has ascertained that the Products are in effect non-compliant or defective, the Buyer shall have the right to obtain replacement of the Products without expenses. It is understood that such warranty absorbs and replaces the warranties or liabilities provided for by law, and excludes any other liability of the Seller (both in contract and in tort) in any case arising from the Products (for example, loss of revenue, indirect damages, collection charges, punitive damages etc.). In any case, the liability of Chimar must be limited to reimbursement of the foreseeable damages pursuant to Article 1225 Civil Code.
- 6.8 Under no circumstances shall agents, customers or intermediaries of Chimar be authorised and have the power to represent and commit the latter towards the Buyer or other third parties. For this purpose, all communications relating to non-compliances or defects of the Products shall be invalid ed ineffective if they have been made to agents, customers or intermediaries of Chimar.

Art. 7. Prices

The Prices of the Products are those indicated by Chimar in the Order Confirmation.

Art. 8. Payment conditions and deadlines

- 8.1 The payment by the Buyer shall be made within the deadline indicated in the Order Confirmation and/or in the invoice.

- 8.2 The payment is considered made when the sum becomes available to the Seller at its bank in Italy.
- 8.3 The Buyer is not authorised to make any deduction from the price agreed upon and/or set-off with its own credits (for example, in case of alleged non-compliance or defects of the Products), if not following written agreement with the Seller.
- 8.4 Chimar shall have the right to suspend fulfilment of the obligations deriving from the Sale of the Products, according to Article 1461 of the Civil Code, in the case in which the financial conditions of the Buyer become such as to place payment of the consideration in clear danger, unless suitable guarantee is provided.

Art. 9. Warranty for defects

- 9.1 The Seller warrants that the Products will conform, in quantity and characteristics, to the Order Confirmation and to the Technical Sheet.
- 9.2 The warranty has a duration of 12 months from the date of delivery.
- 9.3 The following are expressly excluded from the warranty:
- Products that are non-compliant / defective due to transport and/or shipping;
 - Products stored or utilised by the Buyer in a manner not conforming to the indications of the Seller and/or to best practices;
 - Products that have undergone any modification carried out by personnel not authorised or not appointed by the Seller.

Art. 10. Express termination clauses

- 10.1 Chimar shall have the right to terminate, pursuant to and in accordance with Article 1456 Civil Code, the Contract of Sale by means of simple written communication to be sent to the Buyer were one of the following events to take place:
- failed payment of the price within the deadline indicated in the invoice;
 - failure to collect the Products within a deadline of 30 days from the date provided for in the Order Confirmation;
 - insolvency of the Buyer or bankruptcy and/or compulsory winding-up, or the Buyer being subject to insolvency proceedings.
- 10.2 Chimar shall declare that it intends to avail itself of the express termination clause by means of written communication to be sent by means of registered letter with return receipt or by means of certified e-mail to the Buyer.

Art. 11. Applicable Law and competent Court

- 11.1 The General Conditions of sale and the Contract of Sale between Chimar and the Buyer are regulated by Italian law, with exclusion of the 1980 Vienna Convention on the international sale of goods.
- 11.2 Any dispute that refers to, or is connected or related to the present General Conditions of Sale or to the Contract of Sale shall be subject to Italian jurisdiction, Court of Padua.

Art. 12. Final clauses

- 12.1 The present general Conditions of sale constitute the sole agreement reached by the parties with regard to the sale of the Products and cannot be modified, or integrated, except by virtue of the consent of the Parties formalised in writing.
- 12.2 Any voidness and/or invalidity of some clauses as per the present general Conditions of sale is not extended to the other contractual provisions.
- 12.3 The text in Italian of the present general conditions of sale, even if drafted in various languages, shall be considered the sole authentic text also for the purposes of their interpretation.
- 12.4 Any reference to commercial terms (such as EXW, CIP, etc.) is to be intended as referring to the Incoterms of the International Chamber of Commerce, in the text in force at the date of conclusion of the Contract of Sale.
- 12.5 Communications between the Parties shall be implemented by means of e-mail to the addresses indicated in the Order Confirmation. The parties undertake to communicate in a timely manner, by means of e-mail, any changes of the address indicated above.

Art. 13. Data Protection

The parties mutually acknowledge that for the purposes of conclusion and performance of the present Contract it will be possible to proceed with the exchange and with the processing of personal data in compliance with the provisions of EU Regulation no. 2016/679. The parties also mutually acknowledge that they have informed one another of the provisions of the aforementioned regulation on the subject of processing methods and exercise of the related rights by the interested party and undertake to inform any employees, collaborators, and third parties of the possibility of communication of the data to the other party. The information note on the processing of data implemented by Chimar srl is available at the following link:

http://www.chimar.com/Portals/Chimar/PDF/clienti-fornitori_en.pdf

Date ___/___/_____

The Seller

The Buyer

Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code the Buyer, after reading every clause and re-reading the present Contract, in relation to the clauses as per Articles: 1, 4, 5, 6, 8, 9, 10,11, 12 expressly declares that it approves them.

The Seller

The Buyer