

## Standard Terms and Conditions of Sale

### 1. Basis for contracts, conflicting purchase conditions, definitions

a) Our Standard Terms and Conditions of Sale form the basis for all contracts for goods and services. We hereby expressly object to any conflicting purchase conditions of the buyer.

b) The purchaser will be deemed a consumer insofar as the purpose of the goods and/or services ordered cannot be attributed to its commercial or independent professional activity. 'Merchants' means any natural or legal person or partnership with legal personality who in entering into the contract acts in his/its commercial or independent professional activity.

### 2. Price and payment terms

a) Unless otherwise agreed our prices apply to unpackaged and not specially oiled goods, ex works and exclusive of VAT for domestic deliveries. In the event that between contract and delivery there is a significant change in certain cost factors, such as the costs of wages, raw materials, energy or freight, then the agreed price may be adjusted to encompass the influence of prevailing cost factors.

b) If not submitted in our offer our invoices are payable without discounts within 30 days after the invoice date. In case of payment within 10 days after the invoice date, we grant a 2 % discount. In case of default, we will charge interest from the due date of 5 % p.a. above the base interest rate to consumers and of 8 % p.a. above the base interest rate to merchants. If the payment terms are not complied with or if we become aware of other circumstances which are suitable to reduce the creditworthiness of the buyer, we shall be entitled to perform any outstanding deliveries only against advance payment.

c) If the buyer is in arrears with at least one payment, all remaining claims shall also become due for payment immediately.

c) The purchaser has the right of set off in respect of undisputed or previously adjudicated claims. He may only exercise rights of retention insofar as these relate to the same contract and are undisputed and/or judicially resolved.

### 3. Dispatch

a) In the absence of specific instructions route and means of transport as well as choice of carrier or haulier are at our discretion.

b) Notified material ready for dispatch has be immediately collected by the purchaser. If the loading or dispatch of the goods is delayed for any reason for which the purchaser is responsible, we are entitled at the expense of the purchaser and at his risk, to take reasonable steps at our discretion to store the goods, to take all necessary steps to preserve them and to invoice the goods as having been delivered.

These provisions apply to goods, which have been notified as ready for dispatch are not called for within 4 days. Legal provisions concerning delay in acceptance remain unaffected.

The legal regulations of default of acceptance remain unmodified.

c) In the event of the goods being damaged in the transit the purchaser must immediately commission a fact-finding exercise with the relevant authorities and inform us in written.

d) The provisions of Incoterms in its latest version apply to the interpretation of trade clauses.

e) We are entitled to make part deliveries.

f) Unless otherwise agreed, the goods are dispatched unwrapped and without protection from rust.

#### **4. Delivery periods and terms**

a) Delivery periods are without obligation unless warranted to the purchaser as binding by express written declaration.

b) If the purchaser does not fulfil his contractual obligations including associated operations or side agreements such as opening a Letter of Credit, obtaining domestic or foreign licenses, rendering advance payment, inter alia, we are entitled to postpone our delivery times in accordance with the needs of our production process and without prejudice to our rights arising from default on the part of the buyer.

c) Production related more or short delivery is allowed up to a tolerance of 10 %.

#### **5. Right of revocation**

If the purchaser is a consumer and has entered into a contract with A.C.C. srl Advanced Cutting Company through exclusive use of a means of remote communication, above all by telephone, email or fax, or via the website of A.C.C. srl Advanced Cutting Company, the purchaser shall be entitled to revoke his declaration of intent to enter into such contract within 2 weeks, without stating any reasons. The period starts no earlier than upon receipt of the goods. The revocation shall be declared by returning the goods to A.C.C. srl Advanced Cutting Company, Via Umbria 3/D – Loc. Sesto Ulteriano, 20098 San Giuliano Milanese (MI) ITALY or by written declaration to A.C.C. srl Advanced Cutting Company. The period will be deemed observed if the revocation or goods are dispatched in due time. There is no right of revocation in case of goods which have been produced according to the customer's specifications or which have been clearly tailored to the personal needs of the customer.

Packageable goods must be returned at our cost and risk to A.C.C. srl Advanced Cutting Company, Via Umbria 3/D – Loc. Sesto Ulteriano, 20098 San Giuliano Milanese (MI) ITALY. However, the purchaser shall carry the regular return shipment cost if the gross sales price of the item to be returned does not exceed EUR 40.00 or, in case of a higher price, if the purchaser at the time of the revocation has not yet performed the consideration or made a partial payment, unless the product delivered does not correspond to the product ordered.

Non-packageable goods will be collected at the buyer.

In the event of the purchaser's valid revocation, A.C.C. srl Advanced Cutting Company will refund to the buyer any purchase price already paid. If the purchaser cannot return the product received, whether in whole or in part, or can return the product only in a deteriorated condition, the purchaser must pay compensation for lost value, even if the deterioration results from the use of the product in accordance with its purpose. The reduction in value may correspond to the entire purchase price. The purchaser may avoid a reduction in value particularly by not using the product like an owner and by refraining from everything which would impair its value.

## 6. Retention of ownership

- a) We retain ownership to all goods delivered by us until complete payment of all receivables already accrued.
- b) In case of a current account, the retained ownership against merchants serves as security for our balance of account.
- c) If the buyer combines our goods with other items to one uniform object, it is hereby agreed that the buyer will transfer to us proportionate co-ownership in such object and keep the object in custody for us.
- d) If an entrepreneur resells the goods delivered by us, it hereby assigns to us the receivables owing to it under such resale from its buyers, together with all ancillary rights, until settlement of all our trade receivables already accrued. As far as buyers are concerned, such assignment serves only to secure the claim under the relevant purchase. At our request, the buyer will be obliged to notify the assignment to its buyers and to provide any information and hand over any documents to us as are required to enforce our rights.
- e) The buyer shall immediately inform us of any pledge or other impairment of our rights through third parties.
- f) The acceptance of a cheque for payment of receivables in any event operates only as conditional payment. The securities granted to us shall continue to be valid until such time when recourse on a cheque or bill to us is excluded.
- g) We agree to release the securities owing to us insofar as their value exceeds the receivables to be secured by more than 20% in total.
- h) We reserve the right of ownership and copyright to drawings, samples and other documents; these may not be presented to third persons or to competing enterprises.

## 7. Warranty

- a) To merchants who are also merchants in the sense of the Italian Commercial Code we will perform, at our choice, subsequent improvement or substitute delivery, if the notice of defect is justified and given in due time.

Only when such subsequent improvement or substitute delivery has failed shall the buyer be entitled to rescission or reduction of the purchase price.

For merchants the warranty period for newly produced items delivered by us is 12 months. For consumers the statutory warranty regulations apply.

b) The risk of rusting, especially but not limited to transportation and storage is not assumed even if special oiling or packing is stipulated, since rusting in particular as a result of sweating cannot be prevented.

c) In the case of goods which are sold as sub-standard material, e.g. so called IIa material, the purchaser has no warranty in respect of acknowledged faults and to any defects that would typically have to be accounted for.

### **8. Liability**

Buyer's claims to damages are excluded. This exclusion does not apply, however, to damage claims of the buyer in the event of a violation of the life, body or health or a breach of material contractual duties, as well as to the liability for other damage based on a wilful or grossly negligent breach of duty by the seller, its statutory representative or vicarious agent.

To merchants we will be liable in case of gross negligence or breach of material contractual duties only for damage which is foreseeable and typical of the contract, unless damage claims of the buyer based on the violation of life, body or health are concerned.

The provisions of the Product Liability Act remain unaffected by the above terms.

### **9. Italian law applies**

All legal relations shall be governed by Italian law, excluding the Convention on the International Sale of Goods (CISG). The application of any foreign law is expressly hereby excluded.

### **10. Place of performance, jurisdiction and prosecution**

For merchants the place of performance for delivery and payment shall be San Giuliano Milanese (MI) and the sole place of jurisdiction shall be Milano. The purchaser shall assume all fees, costs and expenses incurred in successfully asserting A.C.C.'s legal rights outside Italy.

### **11. Severability**

If any provisions of these Terms or of the contract should be invalid, all other provisions continue to be valid. The Italian version of these Standard Terms and Conditions of Sale (Condizioni generali di vendita, Stand: 2015) shall take precedence in any disputes.