

## GENERAL CONDITIONS OF SALE

### 1. PREMISE

The present General Terms and Conditions of Sale apply to all contracts concluded by BELMAC SRL (hereinafter the Supplier) for the supply of spare parts for machines (hereinafter the Products) to persons, entrepreneurs or professionals, carrying out a professional economic activity (hereinafter the Buyer) even if the Buyer indicates other conditions on his order. Only those exceptions agreed upon and confirmed by us in writing shall be valid.

### 2. ORDERS

All orders are binding, and we do not accept orders that involve penalties at our expense. Orders must be submitted to the Supplier by telephone, fax or email. BELMAC SRL accepts as orders Proforma Invoices confirmed with signature and stamp and does not issue an order confirmation. The contract is governed by these General Terms and Conditions of Sale and by the conditions specifically set out in the Proforma Invoice which, in any case, will prevail over the former in case of discrepancies, which are accepted by the Buyer without reservation as the execution of the orders themselves.

### 3. DELIVERY OF THE PRODUCTS

The delivery terms are given purely as an indication and cannot be interpreted as a precise commitment for delivery on the date indicated. Any delays shall not give rise to cancellation of orders, nor shall any action for damages be brought against our company. All goods travel at the purchaser's risk, even when shipped free at destination. It is therefore up to the purchaser or the consignee to exercise all his rights against the carrier or insurer. The delivery shall be deemed effective upon placing at the disposal of the purchaser or upon remittance to the forwarding agent. Without being in any way obliged to pay any indemnity, we reserve the right both to extend the delivery terms and to terminate the contract in the following cases: a) circumstances of force majeure including, by way of example, strikes, accidents, wars, unrest, riots, interruptions and/or delays by our suppliers, etc.; b) insufficiency, inaccuracy, lack of information, etc.; c) inadequacy of the delivery terms; d) inadequacy of the delivery terms. a) circumstances of force majeure, including, by way of example, strikes, accidents, wars, turmoil, riots, interruptions and/or delays by our suppliers, etc.; b) insufficiency, inaccuracy or delays on the part of the purchaser in the transmission of the information necessary for the execution of the order; c) any changes after receipt of the order; d) failure by the purchaser to comply with the terms of payment.

### 4. PRICES AND PAYMENTS

The prices stated in the Proforma Invoice do not include any taxes or duties relating to the sale, purchase or use of the Products, which are the responsibility of the Purchaser. Some prices may have varied from previous deliveries due to increases in the cost of raw materials. Any changes and unspecified quotations will be communicated prior to invoicing. Payments shall be made within the terms, to be considered essential and according to the modalities indicated in the Proforma Invoice. Pursuant to Art. 1462 of the Italian Civil Code, until full payment of all amounts due to the Supplier, the Purchaser shall not be entitled to raise any objection and/or exception to suspend or delay payment. Non-payment or delayed payment by the Purchaser of an amount due shall (i) entitle the Supplier to interest pursuant to Legislative Decree No. 231/2002, (ii) make all amounts due by the Purchaser, including by virtue of other supplies, immediately payable by the Supplier for the full amount, any extension granted being understood to be automatically revoked, (ii) entitle the Supplier to suspend performance and/or not to perform other supplies.

### 5. WARRANTY AND CLAIMS

Any claims for apparent defects must be sent to us in writing within 8 days of receipt of the goods to BELMAC SRL, Via Balzella, 71/B int 3, 47122 Forlì (FC) Tel +39 0543 562852, E-mail: sales@belmac.it. In the event of hidden defects, these may be notified to us, provided that the goods have not undergone any alteration or manipulation by the purchaser or user, within 8 days of their discovery. Our Company reserves the right, after having directly ascertained the reported defect, to replace the defective material or to refund the price paid by the purchaser. Goods deemed defective must be returned carriage paid to our address. The claim shall never give rise to the cancellation or

reduction of orders by the purchaser, nor to the payment of any compensation by us. Our guarantee is void if the parts returned as defective have been tampered with or repaired in any way. Our guarantee does not cover damage or defects caused by external influences, lack of maintenance, overload, unsuitable lubricant, natural wear and tear, incorrect choice of type, assembly error or other causes for which we are not responsible.

#### 6. JURISDICTION

It is agreed and accepted that the Court of Forlì (FC) shall have sole jurisdiction to rule on any dispute relating to our supplies, regardless of the place where the contract was born or where it is to be executed. For anything not expressly indicated in these general conditions of sale, reference shall be made to the rules, customs and the Civil Code in force.