

# GLENAIR ITALIA S.p.A.

## GENERAL CONDITIONS OF SALE

Ref. **CGV**

Rev.. **2**

Date: **11/01/2021**

### **1. General provisions**

The following definitions are used hereinafter in this document.

- a) "Seller": **Glenair Italia S.p.A.** – having its headquarters at Via del Lavoro 7, Quarto Inferiore – 40057 Granarolo dell'Emilia, Bologna, Italy
- b) These General Conditions of Sale (GCS) govern the commercial relationship between the Seller and its professional clients hereinafter referred to as the "Purchaser" - natural or legal persons who perform their own business or professional activities or their intermediaries - and form an integral and substantive part of each contract of sale of products and services provided by the Seller to the Purchaser without prejudice to any different written provisions between the parties.
- c) The terms and conditions set forth hereunder (GCS) prevail over any general rules provided by the Purchaser.
- d) The Seller reserves the right to amend, supplement or vary the GCS which are deemed immediately and validly known and acquire immediate effectiveness from the day of their publication on the website [www.glenair.it](http://www.glenair.it) of the Seller where they are located and may be known by the Purchaser using normal diligence.
- e) The General Conditions of Sale acquire full force and effect between the parties and are deemed unconditionally accepted at the time of despatch of the purchase order and said acceptance is not conditional on signature by the Purchaser.

### **2. Offers and Orders**

- a) Orders must reach the Seller exclusively in written form, by fax, email or ordinary post. Proof of date shall be provided by the date indicated in the email message, on the automatic transmission receipt of the fax and the date of receipt of the document. Proposals received by way of agents, collaborators or business finders are always deemed to be received "subject to approval by the Seller".
- b) In any event the Seller reserves the right to cancel or review estimates and offers at any time prior to issue of written confirmation of acceptance of an order.
- c) Orders, order proposals, commissions or requests for supply have the value of an irrevocable offer to purchase and do not bind the Seller until express acceptance has been given by way of formal order confirmation to be sent to the Purchaser in respect of each order. Said irrevocable offer has a duration of 60 days in favour of the Seller, following which it shall be deemed refused.
- d) No orders will be accepted unless supported by a valid offer/contract/price list and sent on the Purchaser's headed notepaper which shows its registered office, legal representative if existing, Tax Code and VAT number, fax number, email address, certified email address and the order number.
- e) The Purchase shall have no right to compensation in damages or indemnity and no contractual or tort liability shall exist for the Seller for direct or indirect damages which may relate to nonacceptance, including partial non-acceptance, of an order.
- f) The minimum amount which can be invoiced is EUR 100.00 per order, excluding VAT.

- g) Any request for amendment of an order already confirmed shall be evaluated in advance by the Seller in relation to the progress stage of the production and may be subject to application of “Management charges for amendment of an order” payable by the Purchaser and which shall be quantified on each occasion.
- h) Without prejudice to the Seller’s right to accept the request for cancellation of the order, in that case a Compensation Charge shall be payable by the Purchaser, which shall be quantified on each occasion but at a minimum of EUR 100.00.

### **3. Prices and payment terms**

- a) The Product Prices are not inclusive of VAT, which must be paid at the time of delivery (invoicing) or in compliance with the specific provisions indicated in the invoice.
- b) Unless specified otherwise, all prices indicated in any document or correspondence issued by the Seller is deemed to be exclusive of packaging and transport costs and of any accessory charges indicated in the Seller’s catalogue in force at the time of conclusion of the contract.
- c) Taxes, duty stamps, customs duties and any other additional charges are not included in the price. Without prejudice to any exemption, those costs and charges shall be paid by the Purchaser; if, on the other hand they may be paid for by the Seller, their amount shall be invoiced to the Purchaser in addition to the prices quoted. Prices are subject to correction in respect of any printing errors.
- d) Payment of the Net Price shown on the invoice must be made free of any reduction according to the figure shown in the order confirmation and on the invoice itself.
- e) Payment must be made, unless indicated otherwise in writing, directly to the Seller’s address in the forms and time limits indicated in the order confirmation.
- f) The payment conditions shall be agreed on each occasion; unless other payment conditions are laid down for the goods purchased, payment shall be made on presentation of invoice whose delivery may be made by email to the addressee of the order pursuant to Article 14 Presidential Decree 445/2000 as amended and the information provided by the Purchaser in the order shall constitute evidence for issue of the invoice.
- g) In the event that the Seller permits payment of invoices by issue of collection orders (RIBA) or bills of exchange the costs relative thereto shall be borne by the Purchaser.
- h) In the event of late payment with respect to the due dates agreed and without prejudice to any right of the Seller, including rescission of the contract and compensation in damages, the Purchaserdebtor is automatically placed in arrears and default interest shall be due from that date pursuant to Legislative Decree 231/2002 as amended.
- i) In the event in which the Purchaser does not comply with the payment terms for even only one instalment or breaches the provisions of these GCS or is subject to enforcement proceedings, or seizure or insolvency procedures the Seller has the right, without prejudice to the terms of Clause 4. a. hereof, at its own final discretion to suspend or cancel further deliveries, to suspend the warranty and to request immediately payment of the price for the products delivered in addition to any compensation in damages. Furthermore in such cases the Seller may request advances on payments or a security deposit.
- j) In the event that payment is agreed in instalments, it is expressly agreed that, where the contract is rescinded due to breach by the Purchaser of the payment obligation of even only one instalment of the price, the Seller company may retain, in respect of indemnity, instalments already paid without prejudice always of the right of the Seller to claim further compensation for damages suffered and being suffered.

- k) In case of Purchaser's payments which cover part of invoices issued, they will be charged, by the Seller, to older overdue debts even with different payment declaration, communicated by the Purchaser. In case of payments by Purchaser in advance for new supply and in the presence of overdue debts, the same payments will be borne, by the Seller, to older overdue debts even with different payment declaration communicated by the Purchaser.
- l) Under no circumstances may the Purchaser suspend or delay payment to the Seller of the price for supply of the products, even in the event that the Purchaser makes complaints about faults or defects in respect of which the Purchaser cannot bring or pursue legal actions unless full payment has been made with the terms of the contract.
- m) The Seller *in any event reserves the right to suspend delivery of the products* where, in its own final discretion, the Purchaser's financial situation has become such as to render payment of the price unlikely.
- n) The Purchaser has no right to perform any offsetting, retention or reduction, except in the case in which it its own claim in that respect *has been definitively accepted in a court of law*.
- o) If, for a customer, the Cash Against Document condition applies, the same customer will be subject to possible extra payment requests proportional to the days of delay in payment.

#### **4. Retention of title**

- a) It is expressly agreed that the seller retains title to the goods until full and final settlement of the price of the products. The Purchaser shall not alienate said products nor pawn them nor other transfer them. It is agreed that delay or absence in payment of even only one instalment of the price of the products shall give the Seller the option to consider the sale rescinded and recover the products sold even where they form part of equipment.
- b) In the event of actions performed by third parties vis-à-vis the Seller's Products supplied as subject to retention of title, the Purchaser shall inform the third parties of the fact that said Products are property of the Seller and shall inform the Seller immediately of that action. The Purchaser shall bear all costs relative to any such intervention.

#### **5. Terms and conditions of Delivery**

- a) Unless otherwise agreed, the delivery of the Products is deemed agreed EXW (ex works) (*Inco terms 2010*) *Seller's factory*. In that case, the Supplier, where he does not have instructions for delivery or does not receive payment in the event that advance payment is required, shall send a notice of goods ready for shipment to the Customer; once 8 (eight) days have passed from that communication and in the absence of collection of the goods, the Supplier shall have the right to issue the invoice with the wording "Goods at the disposal of the customer in storage at our factory".
- b) The Purchaser shall provide for the means of transport and is responsible for its availability within the agreed time limit. The Seller must be immediately informed of any delay. Any costs deriving therefrom shall be borne by the Purchaser.
- c) The goods shall be transported on behalf of and at the risk of the Purchaser even in the event that the carrier was not indicated by the Purchaser and was chosen by the Seller or sent "free on site delivery" in derogation of the foregoing provisions.
- d) The Seller is not liable for cases of deterioration, damage or theft of the goods caused or attributable to the transport even in the case of returned goods. Any insurance cover must in any event be stipulated at the expense of the Purchaser.
- e) The time limit for delivery of the products indicated in the purchase order is not binding for the Seller. The only delivery time limit recognised, even if mandatory, is that specified in the order confirmation by the Seller.

- f) The Seller does not pay penalties for late delivery, unless otherwise agreed in writing with the Purchaser.
- g) The delivery time limits are deemed automatically extended:
  - (i) in the event that the Purchaser does not provide in good time the information necessary for the delivery or requests modifications during performance or delays in responding to requests for approval of working drawings and plans;
  - (ii) in the event that the Purchaser is not up to date with the payments;
  - (iii) in the event that, at the final discretion of the Seller, the Purchaser's financial situation and/or the amount of its debt is considered such as to constitute clear danger regarding receipt of the payment.
- h) The Seller reserves the right to perform partial deliveries where reasonable.
- i) Any liability relating to delivery arising out of force majeure or other unforeseeable events beyond the control of the Seller, including, without any limitation, strikes, lock-outs, orders by the public administration, subsequent impediments to the possibility for exportation or importation, in view of their duration and their extent, shall release the Seller from the obligation to comply with any time limit for delivery agreed.
- j) The Seller does not accept returns except as provided hereunder at Clause 6.
- k) The Seller reserves the right to deliver the goods in advance of the delivery scheduled for the order.

## **6. Duty of Inspection and Acceptance of the Products**

- a) When taking delivery of the Products, the Purchaser at his own exclusive responsibility shall immediately
  - (i) check the quantities and packaging of the Products and record any objection on the delivery note;
  - (ii) check the conformity of the Products with respect to that indicated in the order confirmation and record any differences on the delivery note.
- b) In the event of a report of defects the Purchaser shall comply with the following procedures and time limits:
  - (i) communication must be made by and not later than [8 (eight) business days] starting from taking of delivery of the Products by the Purchaser; otherwise the delivery shall be deemed made without reservations. In the event in which complaint is relative to a defect which remained concealed, notwithstanding the initial inspection the complaint must be made as soon as possible by the end of the business day on which the defect was discovered and in any event not later than [2 (two) weeks] following acceptance of delivery of the Products; once that time limit has run no returns of new products sold will be accepted with request for credit or replacement, without prejudice to exceptional cases which shall be approved in writing by the Seller.
  - (ii) That communication must be made in writing to the Seller, who following sight of same shall take steps to resolve any problems which have arisen, within the briefest timescales possible and using suitable methods to reduce to a minimum any inconvenience caused. In that respect an RMA number shall be issued for authorisation for return of the material as per the Glenair Italia S.p.A. internal procedures.
  - (iii) the communication must clearly specify the type and amount of faults found;

- (iii) the Purchaser agrees to making the contested Products available for inspections such inspection shall be performed by the Seller or by an expert appointed by the Seller.
- c) No complaint regarding quantity, quality, type of packaging of the Products may be made unless by way of communication made on the delivery notice, in compliance with the procedures indicated above.
- d) Any Product in respect of which no complaint is made in conformity with the procedures and terms and conditions indicated above is considered approved and accepted by the Purchaser.

## 7. Conditions of warranty

- a) The Seller warrants that the Products are free from defects and conform with the technical specifications declared by the Seller.
- b) In terms of the warranty obligation the Seller undertakes to substitute and/or repair any faulty and/or defective product within the limits of this contract without any further obligation for compensation for direct and/or indirect and/or consequential damages arising for the Purchaser or third parties from defects in the product (for example, also in terms of loss of production, damage to property or persons etc).
- c) The warranty applies only to products used correctly and in compliance with their intended use, in environments and for applications in line with that provided at the design stage; any improper use is prohibited. The Products are covered by the warranty for a period of 12 (twelve months) from the date of delivery. Any exceptions must be agreed in advance with the Seller.
- d) That warranty includes only substitution or repair of the defective Products with the exclusion of any further or different obligation. The Product shall be repaired by the Seller at its own headquarters or branch. The Purchaser shall request the Seller for return materials authorisation (RMA). Only following confirmation of authorisation for return may the Purchaser proceed to send, at its own expense (unless otherwise agreed) the defective Product with the justification "item returned for repairs" to the headquarters or branch. The Seller will transmit to the Purchaser the new Product or repaired Product bearing the delivery costs.
- e) In the event that the Purchaser, by agreement with the Seller, requests to perform the replacement and/or repair at his own premises, the Purchaser will bear the travel and accommodation costs of the technical personnel made available by the Seller (unless agreed otherwise) and shall provide all the means and auxiliary personnel necessary to perform the intervention in the fastest and safest manner.
- f) The warranty will not be valid if the problem or anomaly is caused by non-compliant use of the products, or incorrect or unsuitable application of the product or where such use is not made in compliance with its installation. By way of non-exhaustive example, the following actions constitute non-conformity: repairs or interventions performed by persons not authorised by the manufacturer to open the equipment (that has the same value as intervention by a non-authorized third party) – alteration of assembly components - alteration of the software – defects or damage caused by falls breakages, lightning or infiltration of liquids – defects or damages caused by influences of a mechanical, chemical, radio or thermal nature. Any tampering, amendment or substitution of parts of the product not authorised by the Seller may cause danger of accident and relieve the manufacturer from civil and criminal liability, and in any event shall invalidate the warranty. The warrant does not cover the normal parts subject to wear and tear.
- g) The repair of a product which is not performed under warranty is at the full expense of the Purchaser and shall take place following acceptance by the Purchaser of the estimate issued by the Seller, when the amount of same shall exceed EUR 300.00; for lower amounts acceptance by the Purchaser is deemed implied and the repair shall be performed without the issue of an estimate. In the event that the Purchaser does not accept the estimate or the product is not capable of repair the Seller shall request from the Purchase instructions in writing on the methods of treatment of the product (return or scrapping) with the "Charge for analytical service" quantified at EUR 50.00 application to be paid by the Purchaser.

- h) The parts replaced under warranty are and remain property of the Seller. The parts which are replaced not under warranty are property of the Purchaser and remain available thereto for [2 (two) weeks] within which period the Purchaser may collect same or give instructions for their forwarding at the Purchaser's expense; once that time limit has passed the Seller is authorised to consider them as scrap items of its own property and therefore acquires the right to provide for their disposal without any indemnity payable whatsoever.

## **8. Limitation of liability**

- a) The Seller will do everything in its power to deliver the Products within any time limits which may be agreed but under no circumstances shall the Seller be called upon as liable for direct or indirect damages caused by delayed performance of a contract or by delayed delivery of the Products.
- b) All drawings, photographs, illustrations, descriptions, technical and performance data and any other data and information regarding the products, whether these are contained in documents or drawings attached to the Seller's offer or shown in catalogues, statements, price lists, advertising by the Seller, are of a merely approximate nature. Deviations or differences from these shall not constitute reason or motive for non-acceptance of the goods or vitiate the contract or be reason for complaints against the Seller.
- c) All drawings that may be sent to the Purchaser for approval shall be deemed automatically approved by the Purchaser unless they are returned to the Seller with notes and comments to the contrary within ten (10) business days or within the time limits agreed at the time of submission to the Purchaser.
- d) All statements, drawings, technical data and any other material and technical information attached to the offer or provided in connection with the supply shall remain property of the Seller and cannot be reproduced or communicated to third parties without the written consent of the Seller, with prohibition of the Purchaser from use for other purposes than those arising out of this contract.
- e) The Purchaser declares that he has freely chosen the goods from among the Seller's vast range of products according at its own free and final discretion. The Seller does not know and is not liable for the practical use and real implementation that the Seller shall make of the goods. Under no circumstances may the Seller be deemed liable for the use of the products or the suitability of the product for the use and practical purpose for which it is intended, whether used individually or in connection with other products and in the scope of and/or within complex equipment.
- f) The Purchaser freely selects the product from the Seller's range and is in any event bound to verify the capacity for connection and functioning of the product within the scope of the complex equipment and machinery in which it is destined to function. The Seller is exclusively liable for the good functioning of the products provided in relation to the features and performance expressly indicated. The Seller's liability is limited to replacement and/or repair and/or reimbursement of the value invoiced. Other than the obligation mentioned above, the Seller shall not in any event be deemed liable for any direct and/or indirect damage and/or consequential damage deriving for the Purchaser or to third parties from defects in the product, including losses of production, damage to property or persons or otherwise.
- g) The Seller reserves the right to modify the product at any time due to production needs, provided that those modifications do not alter in a substantial manner the performance and/or specifications of the products.

## **9. Trademarks**

- a) Any identification plate and/or any other form of identification placed on products sold by the Seller shall not be removed without the written consent of the Seller. Any alternation and/or modification of trademarks or technical data in any event affixed or plates affixed by the Seller shall constitute passing off and unlawful conduct pursuable at the initiative of the Seller against the Purchaser and any third party holder of the products. In such cases the Purchaser shall lose the right to the product warranty.

## 10. Testing

- a) All the products manufactured by the Seller are subject to standard final testing prior to delivery. Said testing must be deemed final and conclusive. Any addition and/or special testing must be requested and specified by the Purchaser in the purchase order, is subject to acceptance by the Seller and shall be performed at the cost of the Purchaser.

## 11. Data Processing

- a) The Purchaser's personal data shall be processed according to the general data protection regulation (GDPR). The Seller informs the Purchaser that the Seller is data controller of the processing and that the Purchaser's data shall be collected and processed exclusively for performance of this contract. Pursuant to articles 15, 16, 17, 18, 21 of the GDPR, the Purchaser has the right to access, rectify, cancel, limit and oppose his personal data.

## 12. Governing Law

- a) Where the Purchaser is a party governed by Italian law, these General Conditions of Sale and all contracts concluded by the latter with the Seller are deemed governed by Italian Law.
- b) Where on the other hand the Purchaser is a subject of different nationality than Italian, these General Conditions of Sale and all contracts stipulated by the latter with the Seller are deemed in any event governed by Italian law.

## 13. Jurisdiction

- a) Any dispute which arises between the parties regarding the interpretation, validity or performance of these General Conditions of Sale and relative contracts concluded shall be deferred to the exclusive jurisdiction of the Court of Bologna.
- b) It is agreed between the parties that only the Seller, at his own discretion shall have the right to waive the exclusive jurisdiction referred to in the foregoing paragraph (a) in order to take legal action against the Purchaser at its own domicile and with the Court having jurisdiction therefore.
- c) These General Conditions of Sale are drawn up in both Italian and English. In the event of doubts in interpretation the Italian version shall prevail.

## 14. Crime prevention ex d.lgs 231/01 and ethics clause

The Purchaser declares to have read the organization, management and control model adopted by the Seller pursuant to Legislative Decree 231/2001 relating to corporate liability for acts resulting from crimes (the "Model") and its Code of Ethics, whose rules are binding for the parties and constitute an integral and substantial part of the Contract. An extract of the Model and the Code of Ethics are available on the website [www.glenair.it](http://www.glenair.it).

The Purchaser and commits to its contents and principles, refraining from any illegal behavior, under penalty of termination of the contract according to and per the purpose of of Article 1456 of the Italian Civil Code, without prejudice to due compensation for damages suffered.