

## GENERAL SALES TERMS AND CONDITIONS

### 1. SUBJECT

1.1. Notwithstanding any contrary provisions, even if contained within any of the Buyer's general conditions, these terms and conditions of sale (hereinafter referred to as the "Conditions") apply to all the sales of the company Sirena S.p.a., VAT code IT01047730013, with headquarters in Corso Moncenisio 5, 10090 Rosta - Italy (hereinafter referred to as the "Vendor") in relation to the products manufactured and/or marketed by the same Vendor (hereinafter referred to as the "Products"). All offers, order confirmations and deliveries carried out by the Vendor are governed by these Conditions, save for that which is expressly indicated in the Vendor's Special Conditions, which will be communicated to the Buyer on a case-to-case basis.

### 2. ORDERS

2.1. Unless otherwise agreed between the Vendor and the Buyer, the minimum order value is set at €300,00 for customers in Italy and €500,00 for customers outside Italy.

2.2. Orders have to be sent by e-mail to the email address [orders@sirena.it](mailto:orders@sirena.it).

2.3. For each order the Buyer will receive within 36 hours max an order receipt confirmation stating the purchase order number and date together with the Buyer's reference of this order that the Parties can use for the related communications. If any ordered item is discontinued, the Vendor reserves the right to propose an alternative product. The Buyer

should take into account of holidays and summer closures that will be duly notified by the Vendor.

2.4. After receipt of order confirmation, the Buyer has the right to cancel or modify the order within 48 hours. After this time the Vendor will consider the order as confirmed and will be therefore processed and produced and no further modification or cancellation will be accepted.

### 3. PRICE CONDITIONS

3.1. All prices are quoted in Euro unless specified in the quotation.

3.2. The prices of the Supply are net, exclusive of VAT or any other tax, duty or levy, which shall be charged subsequently in the invoice at the respective rates. Unless there is a clause to the contrary in the order or an agreement on the matter between the Buyer and the Vendor stemming from their business relation, the prices of the Supply do not include carriage, duties or insurance and they are considered placed at the Vendor's works (EX-WORKS-EXW).

3.3. Unless agreed beforehand with the Buyer, the prices are considered valid until the end of the calendar year. The Vendor reserves the right to change the price anytime by giving written notice at least one month in advance to the Buyer.

### 4. INVOICES

4.1. The invoice will report the Buyer's purchase order reference, as well as the Vendor's and the correspondent



Buyer's part number (in case needed).

4.2. Unless agreed beforehand, the invoice will be sent to the Buyer by email within the week following the date of shipment.

4.3. Unless otherwise agreed between the Vendor and the Buyer, the sale price for the Products must be paid to the Vendor's current account by bank transfer with advanced payment at the reception of the proforma invoice.

## 5. DELIVERIES

5.1. Unless otherwise agreed, the standard delivery term is EX-WORKS ROSTA (INCOTERMS 2010). Unless agreed beforehand with the Buyer, the transport, including loading and unloading operations, shall be carried out at the cost and risk of the Buyer, so the Vendor is alien to any claim in respect of damage or impairment of the Supply, all said risks having to be assumed by the Buyer

5.2. The delivery time is for the material placed in the position and conditions stated in the order acceptance. If the delivery position is not specified in same, the Supply shall be considered placed at the Vendor's works or stores.

The delivery time shall be modified when:

a) The Buyer does not Supply the documentation needed for the execution of the Supply on time.

b) The Buyer requires modifications in the order that are accepted by the Vendor and which in the Vendor's opinion require an extension of the delivery time.

c) The Buyer has not fulfilled any of the contractual obligations of the order, especially one referring to payments.

d) Delays occur in the production or provision of all or some of the items of the Supply for a reason not directly attributable to the Vendor. For merely informative but not restrictive reasons, the following causes of delay are included: supplier, transport and services strikes, failures in the supplies of third parties, transport system failures, floods, storms, disturbances, strikes, walk-outs by the Vendor's or his subcontractors' personnel, sabotage, accidental shut-downs at the Vendor's works due to breakdowns, etc. and any cause that may be considered as Force Majeure in the legislation in effect.

5.3. When the supply has been received, the Buyer shall verify its contents within a period of not more than 2 days from its receipt, so as to check for possible defects and/or faults that might be attributable to the Vendor. In this case the Buyer need to inform immediately the Vendor at the email [customerservice@sirena.it](mailto:customerservice@sirena.it) of the existence of these defects and/or faults.

5.4. If the supply presents defects and/or faults attributable to the Vendor, the latter shall take the necessary steps to remedy them.

5.5. Once 2 days have passed from the receipt of the Supply by the Buyer without the Vendor having received written notification of possible defects or faults, the Supply shall be considered to have been accepted.

## 6. PACKAGING

6.1. SIRENA products will be packed in either single boxes, multiple boxes or in bulk depending on item. All products will be shipped in EURO pallets or boxes (depending on quantities).

## 7. RETURN OF MATERIAL. CLAIMS.

7.1. Under no circumstance will the Vendor accept the return of materials without prior agreement on the matter with the Buyer.

7.2. Returns of goods should always be preceded by sending to the Vendor per email [customerservice@sirena.it](mailto:customerservice@sirena.it) the official form of REQUEST TO RETURN DEFECTIVE MATERIAL. The Vendor will provide to the Buyer an authorization reference number once approved. The material must be returned to the Vendor intact and well packaged. Otherwise, the Vendor reserves the right to charge additional costs.

7.3. The return of goods outside the guarantee period specified in the article 8.1 will not be accepted

unless specifically agreed with the Vendor.

7.4. The vendor has to indicate the authorization reference number on the package of the returned goods. Inside the package a copy of the authorization has to be included.

7.5. Unless otherwise agreed, both for the return of the defective goods and for the sending of the products for repair, the shipping costs from the Buyer to the Vendor are borne by the Buyer. This clause applies both to products covered by the guarantee period specified in Article 8.1, and to products outside the warranty period.

## 8. GUARANTEES

8.1. Unless expressly stipulated otherwise in the offer or acceptance of the order, the Vendor guarantees the products that he has supplied in respect of defects of materials, manufacture or assembly for a period of 24 months from the date of invoice.

8.2. The guarantee stated in point 8.1 consists of the repair or replacement (at the Vendor's discretion) of the items that have been acknowledged as faulty, either because of defects in the material or due to manufacturing or assembly defects. Repairs are taken as being carried out at the Vendor's facility, while the Buyer is liable for disassembly operations, packing, loading, transport, customs, duties, etc., stemming from the remittance of the faulty material to the



Vendor's facility and its subsequent delivery to the Buyer. Arrangements may be made with the Buyer, however, for repairs and replacement of faulty items to be carried out on the Buyer's premises.

8.3. Under no circumstance will the Vendor accept liability for repairs carried out by personnel not belonging to his organization unless otherwise agreed with the Buyer.

8.4. Claims for defects do not arise, if the defect is based on an infringement of instructions regarding operation, maintenance or installation, improper or inappropriate use, incorrect or careless treatment, natural deterioration or improper encroachment upon the goods by the Buyer or any third person.

8.5. The procedure to send back the faulty goods refers to the articles 7.2, 7.3 and 7.4.

8.6. The liability of the Supplier, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of obligations under the contract shall not exceed in the aggregate the base Contract price and shall in no event include damages for loss of profit, loss of revenues, loss of production, loss of use, downtime costs, delays and claims of customers of Purchaser or costs of replacement. The limitation of liability set out in the present clause will prevail over the contents of any other contractual document which is contradictory or incongruent with

its terms, except in the case in which said provision is more restrictive with respect to the responsibility of the Vendor.

## 9. APPLICABLE LAW. COURT OF JURISDICTION.

The present conditions will be subject to and interpreted in accordance with Italian Law.

The court of jurisdiction for any dispute relating to this contractual relationship is, by express choice of the Parties, the exclusive competence of the Turin court. The Supplier has the faculty to act at the Buyer's competent court.

## Date and Signature

Pursuant to Article 1341 of the Italian Civil Code, the Buyer confirms to have read, understood and accepted all the clauses of the Sale Terms, and expressly accepts the following Clauses:

2. ORDERS; 5. DELIVERIES; 7. RETURN OF MATERIAL. CLAIMS; 8. GUARANTEES; 9. APPLICABLE LAW. COURT OF JURISDICTION

## Buyer Signature

