

# General Terms and conditions – Italice s.r.l.

## 1. Area of validity

(1) These present general terms and conditions are valid for all the products and service offered by Italice S.r.l., ITALICAS.R.L. based in Valvasone (PN), via Pontebbana Km 98 nr. 23 (hereinafter “Supplier” or “Seller”) on the basis of the contract concluded between Italice S.r.l. and the Customer (or Client).

(2) These GTC only apply to clients that are companies within the meaning of art. 2082 of the Italian CC. No contracts are concluded with the final consumer.

(3) For the legal relationship between Italice S.r.l. and the Customer, these GTC only apply. Therefore, different rules or provisions of the Customer are expressly excluded. Different rules or provisions of the Customer are not applicable, even if expressly excluded.

## 2. Object of the contract

(1) This contract defines the specific production and supply for the Customer of precision parts and components (hereinafter define as products) For details of individual order, please refer to the description of the products resulting from the relevant offer and the order confirmation.

(2) These GTC can be consulted in every moment on the website of the Supplier or can be requested from the Supplier in writing.

## 3. Moulds and patterns

(1) Italice S.r.l. offers a complete service for the design of moulds and auxiliary equipment necessary for individual processes. In the absence of any agreement to the contrary between the parties, the amount charged to the Customer for the realisation of the moulds shall be paid in full. The moulds prepared for the Customer or placed at his disposal for the execution of the order are the exclusive property of Italice S.r.l. and the Customer may not claim any right over them.

## 4. Contract conclusion

(1) The products are realized by the Supplier upon a specific request received from the Customer. The request represents a non-binding invitation to the supplier to submit an offer. These requests may be addressed to the Supplier trough the contact form or by e-mail.

(2) After the evaluation of the request for quotation and after the necessary checks (samples production, test) a pro-forma offer is sent to the Customer. The Supplier is bound to the offer for a period of 30 days. The proposal offer has a validity of 30days.

(3) The acceptance of the quotation by the Customer implies the simultaneous acceptance of these GTC.

## 5. Prices and Payment terms

- (1) Prices are based on the Supplier's offer and are exclusive of statutory VAT.
- (2) The invoicing of any cost for the production of mould and technical test will take place after the offer and supply contract have been signed.
- (3) The billing relating to the production of the products will be monthly in the case of multiple productions or simultaneously with the delivery of the products in the case of occasional and non-repetitive productions.
- (4) The term of payment for issued invoices is of 30 days from the date of the invoice at the end of the month, unless otherwise agreed with the Customer and to be specified in the offer.
- (5) In the event of non-compliance with the terms set out in section 4, the supplier reserves the right to suspend the production and/or delivery until recovery of the unpaid amounts, as set out in section 10 of these GTC.

## 6. Obligation of the Customer – consent to data transmission

- (1) With the order the Customer is obliged to send the Supplier the complete data required for the production of the ordered parts (in particular dimensions, quantity, material). There shall be no direct assessment by the Supplier as to whether the parts produced on the basis of the data sent by the Customer are suitable for a specific function or can be used for the purposes intended by the Customer. The Customer undertakes to carry out this assessment himself before placing the order. Liability for the characteristics or proper functioning of the parts is excluded insofar as they depend on incorrect data from the Customer.
- (2) The Customer undertakes to place orders only for pieces whose production and delivery will not infringe third parties rights, in particular patent rights, trademark rights or copyrights, and do not represent a violation of applicable laws. The Customer shall indemnify the Supplier against all claims of third parties against it arising out of a breach of this obligation. The same applies to claims against the Supplier that are asserted by third parties due to the concrete use of the parts by the Customer or its customers
- (3) Provided that the Supplier has concluded effective confidentiality agreements with its partners and possibly contracts on the responsibility for processing orders under the right to data protection, the Customer grants his revocable consent to the anonymous transmission by the Supplier to its partners of the documentation necessary for the preparation of offers and production data for the execution of this contract. Transmission can be by mail in break-resistant casings, electronically or in writing. The Supplier shall treat the data confidentially. For the preparation and execution of this contract, the Customer grants the Supplier a transferable license for the use and transmission of models, technical drawings and data that are sent by the Customer to the Supplier.

## 7. Property and other reserves

- (1) Ownership of the goods remains reserved until all claims against the Customers, including the payment for the goods, have been satisfied.
- (2) The Customer must inform the Supplier immediately of enforcement measures of third parties against the reserved goods, forwarding the documents required for intervention. This must also apply to other kind of prejudices. The Customer must inform third parties in advance of the existent rights to the products.

(3) The Customer hereby assigns as a guarantee to the Supplier already now and until the satisfaction of all the rights of the Supplier towards him all the claims he has accrued against its customers arising from such transactions in the case of further sale of the products with retention of title. If the proprietary products are processed, modified or combined with another thing, the produced thing becomes directly the property of the Supplier. These are therefore considered to be proprietary products.

(4) If the value of the guarantee exceeds the Supplier's rights against the Customer by more than 20%, the Supplier shall, on the request of the Customer, release the guarantees to which he is entitled at his own choice and to a corresponding extent.

## 8. Production – condition of supply – terms of performance – delay in acceptance

(1) The production of the ordered pieces is carried out either by the Supplier itself or by one of its manufacturing partners. The Supplier has the right to outsource the production to such a manufacturing partner.

(2) Delivery times shall be communicated and agreed individually in the offer on the basis of the Buyer's specific part requirements. Unless otherwise agreed, the products shall be delivered by dispatch to the Customer to the specified delivery address.

(3) If the Supplier specifies delivery deadlines or these are made a condition for the placing of the order, they shall be extended in the event of a strike or other force majeure beyond the Supplier's control (including failure to supply raw materials or late delivery) for the duration of the delay. The same shall apply if the Customer fails to fulfil any obligations to cooperate. After the quality and/or conformity check, the Supplier shall send the order from its warehouse as soon as it is available in complete form. If the Supplier is unable to deliver due to an obstacle for which it is not responsible and which lasts for an extended period, in particular in the event of force majeure or non-delivery by its own suppliers despite timely completion of a hedging transaction, it shall have the right to withdraw from the contract with the Ordering Party accordingly. The Customer shall be promptly informed of this circumstance and shall be compensated for the services received, in particular payments.

(4) The risk of accidental loss and/or accidental deterioration of the goods shall pass to the customer with delivery and in case of dispatch with delivery to the chosen service provider.

## 9. Shipment of the goods

(1) The delivery of the goods to the Customer is intended executed with the delivery to the carrier. The agreed delivery term, although merely indicative, starts from the Supplier's Confirmation and benefits of a tolerance of Thirty working days if the delivery has to be made in Italy and sixty working days if it is to be made abroad. In case of delay in delivery, the Customers waives all claims for compensation or refund, event partial, of the price. Products travel at Customer's risk, even if sent carriage paid or with carrier appointed by the Vendor. The costs of loading, unloading, packaging, transport and custom clearance are on Customer charge.

(2) In case of non-delivery within the deadline set out in order confirmation, the Customer may not terminate the contract before having warned the Supplier, granting him a delivery term period of at least thirty days from the date of receipt of the warning. The Customer assume the risk of loss or deterioration of the products upon their receipt by the carrier.

## 10. Failure to collect the goods

- (1) If the delivery of the ready goods cannot be materially carried out for reason beyond the control of the Supplier, fifteen days after the “goods ready and waiting” notice sent in writing to the Customer, the Supplier will have the right to charge the Customer interest on arrears starting from the date of receipt of said notice.
- (2) In the case of a delay exceeding sixty days from receipt of the “goods ready and in stock” notice, the Supplier will have the right to unilaterally terminate the contract and to retain, by way of compensation, any sums already paid by the Customer, except for any greater indemnifiable damage. This is without prejudice to the Supplier’s right to avail itself of any remedy provided by law in relation to the Purchaser’s non-performance.

## 11. Product features – Warrant – Prescription

(1) In the case of defects due to poor workmanship on the part of the supplier, the guarantee rules as specified in the Civil Code apply.

(2) The guarantee period is limited to one year for all products. Claims for defective products resulting from bodily injury, death or damage to health and claims for damages caused by gross negligence

The guarantee period is limited to one year for all products. Claims for defective products resulting from bodily injury, death or damage to health and claims for damages caused by gross negligence or intentionally are excluded. In this context, the statutory limitation periods apply

(3) The Customer shall forfeit the right to warranty if he does not report the defects to the seller within eight days of discovery, unless a different period is stipulated by the parties or by law (Art.1495 of the Civil Code)

(4) The Customer does not receive any legal guarantees from the Supplier. All suggestion, design changes and analyses, simulations, order developments, general advice or technical warnings of any kind communicated from the Supplier and its staff and commissioned third parties are only non-binding aid for the Customer. No binding statements of any kind on the feasibility or ability of the products to fulfil their intended purpose are made or founded therewith.

## 12. Withdrawal and termination of the contract

(1) In the event of late payments with respect to the dates established in the invoices, the Customers will be automatically in default and the Supplier will have the right to Charge the Customer late payment interests at the rate provided for by Legislative Decree 192/2012, as amended. In the event of non-fulfilment of the contract by the Customer, or in the event of non-payment of the agreed price or even of a part or part of it (including payment of the advanced payment or the presentation of suitable payment guarantees), the Supplier, as an alternative to the notice of fulfilment, shall have the right to rescind the contract by right, even if it is in the course of execution, pursuant to and for the purpose of article 1453 and following of the Italian Civil Code, by means of simple written communication to the Customer. The termination of the contract shall determine the forfeiture of any benefit of term granted to the Customer for previous or subsequent supplies and also in the case of the issue of drafts, promissory notes bank receipts or other securities. Consequently, the seller shall be entitled to demand immediate payment of all sums owed to it by the Customer, without prejudice to the right to compensation for damages. Any partial payments by the Customer or any further deferral granted by the Supplier shall not terminate the expiry of the time limit, which has already occurred. Any partial payments by the Customer or any further deferral granted by the Supplier shall not terminate the expiry of the time limit, which has already occurred.

## 13. Right of revocation – Cancellation

(1) The Customer may cancel an order in whole or in part at any time by sending written notice to [italicaspa.amministrazione@cert.neispa.com](mailto:italicaspa.amministrazione@cert.neispa.com). The cancellation becomes effective upon receipt by the Supplier of such notice. If an order is cancelled, the Supplier reserves the right to charge the Customer for all the costs it has incurred in connection with the execution of the order up to the time of cancellation, including the costs relating to the production already carried out of the object of the order.

## 14. Intellectual property of texts, illustration and files

(1) All rights to the intellectual property of texts, illustrations and files made available by the Supplier to the Customer shall remain with the Supplier. The Customer shall not be permitted to reproduce, modify, make accessible to third parties or otherwise use any text, illustrations or files made available to it by the Supplier without the latter's written consent.

(2) All rights to the intellectual property of texts, illustrations, files and models made available by the Customer to the Supplier shall remain with the Customer. For the execution of the order, the Supplier shall receive a transferable and limited licence from the Customer to reproduce, modify and use texts, illustrations, files and models.

## 15. Duty of confidentiality

(1) Both parties undertake to maintain the confidentiality of the details of this contract and of all information they receive about the respective contractual partner within the framework of this contractual relationship or of which they become aware unless such information is already publicly accessible or is to be regarded as publicly known. The Supplier has the right to pass such information on to third parties to the extent necessary for the performance of this contract.

## 16. Disclaimer

(1) Supplier's liability for breaches of contractual obligations and unlawful acts is limited to intentionality and gross negligence.

(2) In the event of a delay in delivery caused wilfully or through gross negligence on the part of the Supplier, the Supplier shall be liable for each full week of delay for a lump-sum delay damage in the amount of 3 % of the delivery value, but not exceeding a maximum of 15 % of the delivery value. This shall be without prejudice to further claims and statutory rights of the Customer for delays in delivery.

(3) In the event of delays in delivery for reasons beyond the Supplier's control, as specified in point 3 of Article 8 of these General Terms and Conditions, nothing shall be due by the Supplier as compensation for damages to the Customer.

## 17. Place of jurisdiction and applicable law.

(1) The statutory rules on the competent courts remain unaffected to the extent that they are not otherwise affected by the special rules in Section (2) below.

(2) The competent court is that of Pordenone.

(3) The law of the Italian Republic shall be applied to this contract, regardless of the nationality of the Parties, the place shipment or delivery of the goods.

## 18. Ethic Clause

The supplier voluntarily complies with the following requirements:

- (1) Italice S.r.l. products must not violate national or international laws.
- (2) Italice S.r.l. products must be safe and comply with international standards.
- (3) Italice S.r.l. products must not infringe intellectual property rights and violate laws or directives relating to product piracy.
- (4) Italice S.r.l. complies with national and international regulations on taxation, labour, workplace safety and respect for the environment. Italice Spa requires its customers to comply with the same regulation.

## 19. Data Protection

- (1) Italice S.r.l. processes the confidential data of its customers in accordance with EU Regulation 2016/679. Further information on the personal data collected in this context and its use can be found in the privacy policy available on the [www.italicaspa.it](http://www.italicaspa.it) website.
- (2) With it, the Client declares his/her consent to the processing of personal data concerning him/her and which are necessary within the framework of the contractual relationship, according to the Privacy Policy of Italice S.r.l.; The same applies to the data contained in offers and order confirmations.

## 20. Severability Clauses

- (1) Should individual provisions of this contract be ineffective or invalid, in whole or in part, or should they become ineffective or invalid, in whole or in part, due to a change in the legislative situation or due to intervening case law concerning the regulation of commercial contracts, or should this contract have the gaps and deficiencies, the parties agree that the other provisions of this contract remain unaffected and valid.
- (2) Should individual provisions of this agreement be ineffective or invalid, in whole or in part, or should they become ineffective or invalid, in whole or in part, due to a change in the legislative situation or due to intervening case law concerning the regulation of commercial contracts, or should this agreement have gaps and deficiencies, the parties agree that the other provisions of this agreement shall remain unaffected and valid.

## 21. Other languages

- (3) (1) Insofar as there are different versions of these General Terms and Conditions in other languages, in case of doubt the current version in the Italian language shall apply.

End of General Condition Terms GCT.