

GENERAL CONDITIONS OF SALE

1. General Provisions.

(a) The terms and conditions indicated below (the "General Conditions of Sale" or simply "GCS") shall form an integral part of this contract between Dralmi S.r.l. (hereinafter the "Seller") and the Client (hereinafter the "Buyer") (hereinafter jointly also referred to as the Parties) for the purchase and the supply of the Seller's products (hereinafter the "Products").

(b) These conditions cancel and replace any previous agreement/relationship between the Parties. Any different term or condition is effective only if agreed in writing and confirmed by the Seller.

(c) These conditions shall be effective as soon as the contract between the Parties shall be concluded and last with no time limit. These GCS are also available on the Seller's website at the following link: www.dralmi.it.

2. Offers and Orders.

(a) The Seller's offers are not intended to be binding with reference to the quantities, prices and delivery terms. The Seller is not responsible for errors or omissions in his price lists or promotional material.

(b) In order to conclude a contract pursuant to art.1326 et seq. Italian Civil Code, the same contract shall be concluded between the Parties as soon as the Buyer submits to the Seller, within the validity period of this offer, the same offer together with the GCS, both signed below for acceptance or otherwise an order corresponding to the content of this offer made by the Seller. In the latter case, the Buyer's order, for all legal purposes, constitutes acceptance of the Seller's offer and also implies the automatic acknowledgment and acceptance of this GCS. In any case, once concluded the contract between the Parties as described above, the Seller will submit to the Buyer a written confirmation with the contract references.

(c) The orally amendments of orders or made by phone must be confirmed in writing by the Buyer and accepted by the Seller. Otherwise, the order's amendment shall not be finalized.

(d) In order to ensure the highest quality of the Products, the Seller reserves to apply a 5% tolerance on the quantities ordered by the Buyer.

3. Prices and Terms of Payment.

(a) The prices of the Products do not include VAT that must be paid upon payment in accordance with the specific provisions indicated on the invoice.

(b) Taxes, duties, shipping and possible insurance costs are not included into the prices.

(c) The terms of Payment herein set forth as well as on the invoice must be considered essential according to law.

(d) In addition to the other remedies permitted under the applicable law or these GCS, the Seller reserves the right to charge interests on late payments as from the due date of payment pursuant to Legislative Decree n.231/2002, with no prior formal notice of the Buyer required.

(e) The Buyer shall have no right to make any compensation, retention or reduction without the written consent of the Seller.

(f) Eventual complaints about the invoices shall be made through communication to be sent to the Seller by registered letter at its headquarter or by CEM (certified e-mail) at the following address milano.dralmi@cert.ticertifica.it no later than 5 days from the receipt of the invoice. Otherwise the invoices shall be deemed accepted by the Buyer unconditionally.

4. Delivery Methods and Terms.

(a) Unless otherwise agreed in writing between the Parties, the delivery term is specified in the contract. This term still must be merely indicative, not essential and taken by the Seller with any usage tolerances. For these reasons, the Seller reserves the right to make partial deliveries, if it is not possible to deliver all the ordered Products in a single moment on operating grounds.

(b) Any delay in delivery in case of force majeure or other unforeseeable events not attributable to the Seller, delays in the production of the goods by the Producer, strikes, locks, acts of public authority, subsequent cease of export or import opportunities included but not limited to, in accordance with their duration and impact, in any case shall relieve the Seller from the obligation to comply with the agreed delivery term.

(c) For the purpose of the Products delivery to the Buyer, the Seller only undertakes to deliver the purchased Products to the carrier within the term provided in the contract, any further obligation and liability excluded as - by way of example - any possible clearance/export service of the Products. Therefore every risk relating to the Products delivery passes to the Buyer from the moment the Seller delivers the Products to the carrier.

(d) Whenever the deliver does not occur due to the Buyer's fault, it shall be deemed to be carried out for all purposes through mere communication to the Buyer of making the Products available in a specific place: after 8 days from the communication without the Buyer collected the Products, the storage costs shall be charged to the Buyer and no liability shall be attributable to the Seller due to the loss or damage of the Products.

(e) It shall apply Incoterms 2010 regulation and, in particular, the clause EXW, under which costs and risks of the deliver shall be borne by the Buyer, to what it is not provided herein.

(f) The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing between the Parties and specifically accepted by the Seller. Any costs arising thereof shall be borne by the Buyer.

5. Duty of Inspection of the Products.

(a) Upon receipt of the Products, the Buyer shall immediately, subject to revocation:

(i) check quantities and packaging of the Products and report any objections on the delivery note submitted by the carrier;

(ii) make a conformity check of the Products compared to what set forth in the contract and report any objections on the delivery note.

(b) Whenever nothing has been reported by the Buyer on the delivery note, no liability shall be ascribed to the Seller for any difference between the purchased Products and the ones received by the same Buyer. In any case, the Seller shall not be responsible for any difference due to type and/or number between the purchased Products and the ones received by the Buyer not attributable to the same Seller.

6. Terms and Conditions of Warranty.

(a) The Seller warrants that the Products are free from defects and comply with the technical specifications testified by the same.

(b) The warranty for defects is excluded in the following cases:

- installation, maintenance and use contrary to the directions and warnings given by the Seller or to legal provisions or applicable technical specifications;
- damages due to: defects and/or anomalies of the electrical system user, defects or anomalies of the distribution, failures or fluctuations of the electric current or of the electric and phone circuits or also of anomalous environmental conditions (duty environments) as well as damages connected to air conditioning systems or humidity control systems;
- mishandlings or technical intervention of any kind from unauthorized or not qualified by law personnel;
- damages to Products or part of Products modified without the Seller's consent;
- damages due to natural or force majeure events or anyway not attributable to original defects of the Product, as damages due to fire, flood, wars, vandalism and similar;
- damages due to usages of the Product together with any not allowed accessory;
- damages due to use of the Product beyond the limits given by the Seller in the technical specifications to the Buyer with the directions and warnings;
- removal or modifications or anyway any other intervention able to make the Products's serial number unreadable;
- lack of periodic maintenance and repair or replacement of parts due to the normal attrition or deterioration according to the rule of art;
- damages suffered during the transport done by anyone.

(c) In case of claim of defects, the Buyer must observe the following terms and procedures:

- the communication must be done, subject to warranty revocation, no later than 7 working days from the receipt of the Products by the Buyer;

- the communication must be sent by registered letter to the Seller's registered office or CEM to the following address milano.dralmi@cert.ticertifica.it;
- the communication must be detailed and contain the specific indication of each defect eventually found;
- the Buyer agrees to make the queried Products available to be inspected; such inspection shall be done by the Seller or an expert appointed by the Seller; only in the case the Seller and/or an expert confirm, after the inspection, the presence of the defects claimed by the Buyer, the latter shall be entitled to obtain the defected Product's replacement or repair or, at the Seller's discretion, the reimbursement of what paid without right to any compensation;
- the lawsuit pursuant to art.1495 Italian Civil Code expires within 1 year from the delivery of the Products to the Buyer.

(d) Any Product for which no claim has been carried out in accordance with the terms and procedures abovementioned shall be deemed as approved and accepted by the Buyer.

(e) In any case, any complaint or claim for the Product's flaws and defects does not entitle the Buyer to suspend or delay the payments.

7. Limitation of Liability.

Unless in case of claim carried out in accordance with what provided on previous paragraphs 5 and 6, the Buyer shall not be entitled to any further right or remedy. In particular, the Seller is not responsible for direct or indirect damages eventually due, for whatever reason, to the use and the installation of the Products provided. In any case, the amount of the compensation for whatever Seller's liability towards the Buyer shall not be higher than the one of the Product's bought by the latter.

8. Right of Withdrawal.

a) The Products has the right to withdraw ad nutum from the contract within 7 days from its conclusion, with communication to send to the Buyer by CEM at the address of the latter taken by the public records or by registered mail at its registered office.

b) The Seller has the right to suspend its own performance and withdraw in whole or in part from the contract signed with the Buyer in any moment in the following cases:

- the Buyer is subject to enforcement, insolvency, and/or voluntary or compulsory liquidation proceedings;
- the Buyer is protested, reported to the Central Credit Registers or anyway his financial conditions can make presume its own economic state of crisis;
- the Seller's performance has become impossible or extremely burdensome due to reasons non attributable to him.

In these cases, the Buyer can be revoked from the term benefit granted pursuant to art.1186 Italian Civil Code and the Seller can demand what still due to him.

9. Retention of Title.

The Products supplied shall remain in the Seller's fully ownership until the date of the full payment by the Buyer of the entire price of the same Products and of all the amounts due to the Seller. Until that time the Buyer shall hold the Products as the Seller's fiduciary possessor and shall keep the Products properly stored, protected and insured.

10. DRALMI SRL's Intellectual Property.

a) The Buyer expressly acknowledges that the trademarks, commercial names or other distinctive marks on the goods are exclusively owned by the Seller or the companies the latter represents and/or distributes and can not be altered, changed, removed or cancelled in any way. The Buyer has the limited right to use the trademarks, commercial names or other distinctive marks as well as any other industrial right incorporated into the goods, which all remain exclusively owned by the Seller or the companies the latter represents and/or distributes, with the limited purpose of reselling the goods to the final consumer. Any other use by the Buyer, if not expressly granted in writing by the Seller, shall be considered as an infringement by the Buyer of the said Seller's exclusive rights and it shall be prosecuted thereof.

b) The documents, drawings, data and information (both on paper and electronic support) should be dropped-off to the Buyer remain exclusively owned by the Seller and form support for a better representation of the Products and suggest the same Product's performance.

11. Personal Data Protection.

The Buyer and his working representative's personal data shall be processed in accordance with the Italian personal data protection law (Legislative Decree n.196/2003) and next laws (GDPR 679/2016). In particular, all the data shall be lawfully, correctly and transparently processed, towards the Buyer, in compliance with the general principals provided by Art. 5 del GDPR and specific safety measures shall be obeyed to prevent the data loss, illegal or not correct usages and unauthorized access. The Seller informs the Buyer to be the data Controller (and external Processor with regard to the data of the Buyer's working representatives) and that the Buyer's personal data shall be collected and processed only for the performance of this agreement and for the time necessary to fulfill the purposes they have been collected for. In particular, these data shall be processed to comply with the pre-contractual, contractual, tax, law and/or regulatory obligations resulting from a European regulation or an Authority order as well as exercise a Seller data Controller's legitimate interest or right. The lack of the abovementioned data provision makes the establishment of the relationship with the data Controller impossible. Such data shall not be spread or transferred out of the European Union. The personal data procession is realized throughout the ways indicated on art.4 n.2 GDPR and specifically with the collection, registration, organization, storage, consultation, procession, modification, selection, extraction, comparison, use, inter-connection, block, communication, cancellation and wiping. This procession is realized on paper and/or electronic support by authorized people pursuant to art. 29 GDPR (also external people operating as independent procession Responsible or Controllers like by way of example consultants, banks, etc.). Pursuant to D.Lgs. 196/2003 and GDPR 679/2016, the Buyer has the right to ask to the Seller the update, correction, integration, cancellation and transformation in an anonymous way of his data as well as revoke the consent granted before or lodge a complaint to the Data Protection Authority. This information about personal data is available in detail even on the Seller's website at the following link: www.dralmi.it

12. Applicable Law and Relevant Court.

These GCS and the related contract are ruled by the Italian law. Any dispute between the Parties, also about the interpretation, validity or performance of this agreement and GCS shall be exclusively referred to the Court of Milan.

13. Final Provisions.

The total or partial invalidity of each provision of this GCS does not affect the validity of the others.

Date _____

For acceptance of the order behind and this GCS
The Buyer

(Stamp and signature)

Pursuant to articles 1341 comma 11 e 1342 Italian Civil Code, the Buyer specifically approves the provisions provided for reference below: Art. 2 Offers and Orders; Art. 3 Prices and Terms of Payment; Art. 4 -Delivery Methods and Terms; Art. 5) Duty of Inspection of the Products; Art. 7) Limitation of Liability; Art. 8) Right of Withdrawal; Art. 9) Retention of Title; Art. 13) Applicable Law and Relevant Court.

The Buyer

(Stamp and signature)