



FABO S.p.A.

GENERAL CONDITIONS OF SALE

Art. 1 Scope of application

These General Conditions of Sale exclusively regulate the supply relationships between FABO S.p.A. (hereinafter also referred to as the Seller or Manufacturer) and the Purchaser (hereinafter also referred to as the Customer or Buyer) and prevail over any other condition, possibly provided for in the Buyer's order, or by the latter in any way indicated. The terms and conditions indicated below therefore form an integral and substantial part of the contracts concluded between the Seller and the Purchaser for the supply of the Seller's Products (the "Products"). 1.3 The General Sales Conditions apply to all transactions concluded between the Seller and the Purchaser without any need for an express reference to, or a specific agreement on, the same, at the conclusion of each individual transaction.

Art. 2 Contract formation

Only the sending of the Order Confirmation by FABO S.p.A. determines the emergence of the contractual relationship. Orders placed directly by the Purchaser are not considered accepted and, therefore, are not binding, until they have been confirmed in writing by the Seller by means of a specific Order Confirmation. In the event that the Seller does not provide written confirmation of an order negotiated verbally, the issuance of the invoice by the Seller or the execution of the order by the Seller will be considered as confirmation.

The sales offers formulated by FABO S.p.A. are valid, unless otherwise indicated, for 20 days from their formulation limited to the full supply of what is quoted in them. After the aforementioned term, the offer will no longer be valid.

Art. 3 Data relating to the supply

The technical data relating to the Products are indicated in the Technical Data Sheets provided to the Buyer. The technical data provided and indicated in the catalogues, price lists, circulars or other illustrative documents, drawn up by FABO S.p.A., as well as the characteristics of the samples, are merely indicative and are not binding, except in cases where they are indicated as such in the Order Confirmation.

FABO S.p.A. reserves the right to modify, at any time, the characteristics and details of its Products for production needs or for technical updates.

Art. 4 Prices and Payments

The prices of the Products refer to the price list in force at the time of the issuance of the Order Confirmation by FABO S.p.A., net of VAT and, in any case, of any and all taxes and/or duties.

The Prices may undergo increasing changes in the event of circumstances that may affect them, such as, but not limited to, an increase in the price (i) of raw materials, (ii) of the cost of labour, (iii) of the cost of energy, (iv) of the cost of transport (v) of general costs or, (vi) in the event of changes in exchange rates. In such cases, the price change shall, at the Seller's discretion, be proportional to the increase in costs and shall be applicable to all orders to be delivered after the change occurred.

The prices of the Products are intendeds Carrier Free, unless otherwise agreed in writing between the parties.

Payments must be made in accordance with the instructions contained in the Order Confirmation.

Payments must be made by the Buyer, unless otherwise agreed in writing, by bank transfer using the coordinates indicated by the Seller. Unless otherwise agreed, payments must be made in euros. Prices expressed in other currencies may vary in accordance with exchange rate fluctuations.

Any delay or irregularity in payments gives FABO S.p.A. the right to:

- a) suspend deliveries, even if unrelated to the payment in question;
- b) vary the terms of payment and discount for future supplies and also request advance payment or additional guarantees;
- c) demand interest on overdue payments, with effect from the due date for payment and without need for formal notice. In such case, the default interest rate will be as provided for in the regulations currently in force for commercial transactions (in particular, Italian Legislative Decree 231/2002 and subsequent amendments), subject in any case to the right to claim compensation for additional damages incurred.

The Purchaser will be required to make payments for products even in the event of exceptions, disputes or controversies that will only be defined after payment has been made.

The Purchaser waives the right to offset any debts with claims against Barozzi Srl.

Art. 5 - Retention of property

The delivered Products remain the property of FABO S.p.A. until the time of full and complete payment. It is therefore understood that the Buyer will assume the risks with the delivery of the Product while acquiring the property with the full payment of the agreed price.

Art. 6 Delivery terms and tolerances

The shipping terms indicated in the Seller's order confirmation are indicative and, therefore, are not to be considered as essential in favour of the Buyer. The Seller will therefore not be held responsible for any delays attributable to third-party suppliers, carriers, etc.,

Without prejudice to the foregoing, the failed/delayed shipment resulting from force majeure and/or other unforeseeable events, including, but not limited to, strikes, lockouts, provisions of the public administration, blocks of export or import possibilities, in consideration of their duration and scope, will not be attributable to the Seller who, therefore, is in any case exempt from the obligation to comply with any agreed shipping term.

Unless otherwise agreed, the supply of the Products is understood as the Carrier Free and, therefore, the risks relating to the supply pass to the Buyer at the time the Products are delivered to the carrier. If the Buyer is not in compliance with the payments relating to other supplies, the commencement of the shipping terms is suspended and FABO S.p.A. may delay shipments until the Buyer has fully paid the amounts due.

On the quantities shipped, the Buyer recognises FABO S.p.A. the tolerances for use. Unless otherwise agreed in writing, FABO S.p.A. reserves the right to process orders with a tolerance on the quantities delivered of 10%, more or less, with respect to the order confirmation.

If the Purchaser or the carrier designated by it does not take delivery of the Products, FABO S.p.A. may store them, charging the Purchaser for any related costs incurred.

Art. 7 Force majeure

FABO S.p.A. will not be liable for failure to comply with contractual obligations if and to the extent that the supplies of the Product are prevented by force majeure and, therefore, by an unforeseeable event, independent of its own will, such as - by way of indication and not exhaustively - accident, breakdown of plants, fire, flood, strike, trade union unrest, social disorder, revolution, war, health emergency, act of governmental/regional/provincial authorities, which interfere with the execution of the Contract.

Art. 8 Technical standards

Barozzi Srl products are compliant with legislation and technical regulations in force in Italy. The Buyer shall therefore assume responsibility for verifying any existing differences between Italian regulations and those in force in the country of product destination, holding Barozzi Srl indemnified.

FABO S.p.A. guarantees the performance of the Products manufactured solely and exclusively in relation to uses, destinations, applications, tolerances, etc. expressly indicated by it and in any case compliant with the technical data sheets.

Art. 9 Patents

FABO S.p.A. assumes no responsibility for any violation of industrial property rights of third parties and for which the Buyer will be solely responsible for all those Products manufactured according to the design, design, instructions and/or technical specifications provided by the Buyer.

The Buyer commits and undertakes to indemnify and hold FABO S.p.A. harmless from any and all liability arising from any claim by third parties relating to any counterfeiting or infringement of industrial property rights for all those Products manufactured according to the design, design, instructions and/or technical specifications provided by the Buyer. In the event of claims by third parties, the Buyer shall promptly notify Barozzi Srl and provide assistance and any information that may be useful for contesting such claims.

Art. 10 Warranty for defects and complaints

FABO S.p.A. guarantees only that the Products supplied have the characteristics indicated in the Order Confirmation and in the technical data sheet. There is no further warranty.

FABO S.p.A. declines all responsibility in the event that the goods are not transported, stored and/or stored properly and correctly and/or for any damage resulting from improper use of the Product and/or other than that indicated on the technical data sheets also available on the website www.fabotape.com.

In any case, the warranty is limited to the replacement of the Product recognized by FABO S.p.A. as defective, **to the exclusion of any and all other claims by the Buyer.**

The warranty also does not cover defects due to normal wear and tear of the Products.

Unless otherwise agreed, the warranty is valid for 12 months from the date of delivery.

The aforementioned warranty is operational provided that the Products have been correctly stored, stored, stored and used in accordance with the instructions contained in the technical data sheets provided by FABO S.p.A., no modifications or alterations have been made and that the defects found have not been caused by chemical or electrical agents.

It is the Buyer's responsibility to verify the conformity and integrity of the Products at the time of delivery.

No claim may be asserted unless full payment is made for the Product to which the claim relates.

The Purchaser shall verify product conformity and absence of visible defects no later than eight days from the date of product delivery and, in any case, before usage.

The Purchaser must report any obvious defects or faults in writing no later than 10 days from the delivery of the products, while the report of any hidden defects must be made within 10 days of the discovery of the defect and in any case not later than the warranty period.

Complaints must be submitted exclusively in writing to FABO S.p.A., indicating in detail the defects, the non-conformities found, attaching photographic material and, in any case, indicating any further element useful to ascertain that the Product subject to complaint has actually been provided by FABO S.p.A.

Any claim formulated in a manner different from that indicated above will not be taken into account by FABO S.p.A.

The Buyer also lapses from the warranty if it does not allow any control requested by FABO S.p.A. and/or if it does not return the allegedly defective Products within the terms indicated by FABO S.p.A.

In the event that, following a complaint formalized in the manner indicated above, discrepancies and/or defects actually and concretely attributable to FABO S.p.A. are found, the latter may, at its discretion, issue a credit note as a discount or for returned material.

The warranty referred to in this article is absorbent and replaces the legal guarantees for defects and conformity and excludes any other possible liability of FABO S.p.A. in any case originating from the Products supplied; in particular, the Buyer may not make other claims for damages and in no case FABO S.p.A. may be held responsible for indirect or consequential damages of any nature and/or type.

FABO S.p.A. does not accept returns unless previously authorised in writing.

Art. 11 Compensation for damages

In the event of liability of FABO S.p.A. arising from the execution or non-execution of the contract, from the warranty or from a wrongful act, it is agreed that the maximum extent of compensable damages will be limited to the contractual price of the Product in relation to which the claim for damages is made.

In no case may FABO S.p.A. be held liable for loss of profit or profit, or for the non-use or stoppage of any activity or machinery, for claims by the Buyer and/or third parties relating to the aforementioned damages or for any other damage, even indirect or consequential.

Art. 12 Confidentiality

The Buyer agrees to (i) treat the information/data/drawings/know-how/documentation received and/or learned from FABO S.p.A. as confidential, to (ii) limit the use of such confidential information/documents and their access for purposes related to the execution of the Contract. Confidential information/documentation may not be reproduced without the prior written agreement of FABO S.p.A., and all copies thereof shall be returned immediately upon request of FABO S.p.A. The foregoing provisions shall not apply to information that: (i) is public or becomes public not by disclosure by the Purchaser, its employees or collaborators, or (ii) was in the possession of the Purchaser before it received it from FABO S.p.A. or (iii) was disclosed from sources that are not subject to the restrictions to which the Purchaser is subject in relation to their use, or (iv) may be disclosed to third parties on the basis of a written authorisation from FABO S.p.A.

Art. 13 Assignment of contract and/or receivables – general clause

The assignment by the Purchaser of the rights or duties deriving from the contract, without the prior written consent of FABO S.p.A., will be considered null and void.

Failure to exercise at any time one or more of the rights provided for in these General Conditions cannot in any way be considered as a waiver of the subsequent exercise of these rights. The nullity, ineffectiveness and invalidity of any of the clauses of these Conditions of Sale shall not affect the validity of the other clauses. Any provision which is void or ineffective shall be replaced by another in such a way as to enable the parties to achieve the same economic result in a legally valid and effective manner.

Applicable law and jurisdiction.

The General Conditions herein and the related contracts shall be governed by Italian law. For all disputes relating to, or in any case connected to, the contracts covered by these General Conditions, the Court of Pistoia shall exercise exclusive jurisdiction.

Art. 15 - Data processing

FABO S.p.A., the data controller, declares to process the data of the Buyer in its possession for the following purposes: to provide for the fulfilment of the economic activity, to carry out promotional and marketing activities of its Products, to send price lists and information on new Products. The data will be processed in compliance with the provisions of Legislative Decree 196/2003 as amended by Legislative Decree 101/2018) and could be communicated to external companies or entities for the sole economic purpose. The nature of the collection is mandatory, having to comply with legal and tax obligations. Interested parties may exercise their rights recognised by Art. 7 Legislative Decree 196/2003 by contacting FABO S.p.A. as data controller.

The Parties mutually undertake, in the processing and collection of personal data that may be acquired in the execution and depending on this Contract, to observe and have their employees and collaborators observe all the rules - Italian and Community - that govern the processing and protection of personal data from time to time in force, including all the provisions of EU Regulation 2016/679, as well as those not repealed by the latter pursuant to Legislative Decree 196/2003 as amended by Italian Legislative Decree 101/2018.