

## GENERAL TERMS and CONDITIONS

### 1. DEFINITIONS

1.1 In these TCG, the following terms have the meaning given below, it being understood that terms defined in the plural are also defined in the singular and vice versa:

<b>Buyer</b>	means the entity which buys the Product;
<b>Contract</b>	means the contract of sale of the Product consisting of (i) Offer and (ii) GTCs;
<b>Force Majeure</b>	means any event that (i) obstructs, delays or prevents a Party from performing one of its obligations, (ii) is beyond the reasonable control of that Party, (iii) is unforeseeable, (iv) occurs without fault or negligence on the part of the affected Party and (v) while using reasonable diligence the affected Party cannot prevent it;
<b>GTCs</b>	means these general terms and conditions;
<b>Offer</b>	means the document containing the description and sale price of the Product;
<b>Parties</b>	means the Seller and the Buyer jointly;
<b>Party</b>	means the Seller or the Buyer, depending on the context;
<b>Price</b>	means the consideration for the sale of the Product set forth in the Offer;
<b>Product</b>	means the sold good described in the Offer;
<b>Seller</b>	means Eurochimind S.p.A., with registered office in Turin, Italy, Corso Galileo Ferraris n. 90, certified email <a href="mailto:eurochimind@pec.it">eurochimind@pec.it</a> , share capital equal to € 3,000,000.00 fully paid-in, registered at the Register of Companies of Turin, REA TO-594641, registration number and VAT n. 03873620011.

### 2. EFFECTIVENESS OF GTCs

2.1 The GTCs:

- (a) apply to all sales of goods made by the Seller;
- (b) are binding on the Parties;
- (c) replace any other general terms and conditions or other forms of the Buyer.

2.2 The GTCs are deemed accepted by the Buyer, even if not signed, if the Buyer proceeds with the purchase of the Products described in the Offer.

2.3 In the event that the GTCs are in conflict with any arrangements set forth in the Offer, such agreements will prevail over the GTCs.

### 3. SCOPE AND CONCLUSION OF THE CONTRACT

3.1 By signing the GTCs, the Seller sells the Product to the Buyer, which buys it, against payment of the Price at the terms of the Contract.

3.2 The Offer does not constitute a contractual proposal pursuant to art. 1326 of the Italian Civil Code and, therefore, is not binding for the Seller. The Offer is valid only for the period of time expressly set forth in the Offer.

3.3 The Contract will be deemed concluded between the Parties and binding also on the Seller only upon express acceptance by the Seller.

### 4. DELIVERY

4.1 The Parties agree that the delivery of the Product will take place as per related provisions set forth in the Offer.

4.2 The Buyer acknowledges that the quantities of the Product may vary slightly from those indicated in the Offer on the basis of the actual packaging and the capacity of the means of transport. Therefore, the delivery of a smaller quantity of Products than established in the Offer does not release the Customer from the obligation to accept the delivery and to pay the delivered Products.

4.3 The deadline set for the delivery of the Product is to be considered purely indicative and not of the essence. Therefore, the Buyer will not be entitled to terminate the Contract and the Seller will not be liable for damages or any penalty arising from late delivery.

4.4 The Seller reserves the right to make partial deliveries with consequent issue of invoices to be paid within the terms agreed in the Offer.

### 5. PRICE AND INTERESTS

5.1 The Buyer undertakes to pay the Seller the Price according to the terms established in the Offer.

5.2 Should the Buyer fail to pay the Price by the due date foreseen in the Offer, all amounts due by the Buyer to the Seller for any reason whatsoever will become immediately and automatically due and payable.

5.3 In case of late payment or non-payment, in whole or in part, of the Price, the provisions of the Italian Legislative Decree 231/2002 will apply.

5.4 The payment of the Price must be made in the currency expressed in the Offer. All costs relating to currency exchange are to be borne by the Buyer.

### 6. OFF-SPEC PRODUCTS

6.1 If the Products described in the Offer are qualified as "off-specification" (or "off-spec" or "off grade") this Clause will apply.

Read, confirmed and signed

**For the Seller**

**Eurochimind S.p.A.**

\_\_\_\_\_  
*Alessandro Mancin*  
Managing Director

**For the Buyer**

Authorized signature \_\_\_\_\_

Name and Surname \_\_\_\_\_

Date and Stamp \_\_\_\_\_

Pursuant to and for the purposes of arts. 1341 and 1342 of the Italian Civil Code, the Buyer expressly accepts the following Clauses of the GTCs: Clause 8 (Suspension), Clause 9 (Warranty), Clause 11 (Limitation of Liability), Clause 12 (*Solve et Repete* Clause), Clause 13 (Assignment), Clause 15 (Force Majeure), Clause 18 (Applicable Law, Jurisdiction and Competent Court).

**For the Buyer**

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- 6.2 The "off-specification" Products present variations - even significant ones - of one or more elements usually present in the corresponding products with respect to the type and species of reference product. The "off specification" factors may also differ from those indicated by the manufacturer.
- 6.3 All "off specification" Products are without warranty, analysis certificates, data sheets and declaration of conformity by the manufacturer and are marketed by the Seller in the same way.
- 6.4 Products "off specification" are without warranty and, therefore, are not subject to return, and no claims will be accepted.

### 7. INADIMPLENTI NON EST ADIMPLENDUM

- 7.1 If there are more than one contractual relationship between the Parties, they will be considered interdependent and, therefore, pursuant to art. 1460 of the Italian Civil Code, the Seller may refuse to deliver the Products if the Buyer is in breach of its payment obligations in such other contractual relationships without any liability for any direct, indirect or consequential damages suffered by the Buyer.

### 8. SUSPENSION

- 8.1 In any case, if the Buyer is in default towards the Seller with respect to payment obligations deriving from the Offer or other contractual relationships with the Seller, the Seller will have the right to suspend the performance of the Offer without any liability for any direct, indirect or consequential damages suffered by the Buyer.

### 9. WARRANTY

- 9.1 Seller does not warrant or guarantee, expressly or impliedly, the quality, merchantability, suitability for use or suitability of the Products.
- 9.2 In case the packaging is defective, the Buyer is obliged to accept the delivery with reservation and to indicate the issue in writing. Therefore, the Buyer is obliged to report such issues to the Seller within 24 hours from the receipt of the Product under penalty of forfeiture.
- 9.3 The Buyer is required to verify the presence of any defects inherent to the physical structure of the Product and to report such defects to the Seller within 24 hours from the receipt of the Product under penalty of forfeiture.
- 9.4 The Buyer is obliged to report to the Seller any defects of the Product other than those provided for in the previous provision within 8 days from the receipt of the Product under penalty of forfeiture.
- 9.5 It is understood between the Parties that the warranty set forth in this Clause does not cover defects or damage caused by (i) negligent use of the Product, (ii) storage of the Product not in accordance with security sheets, information sheets or sales specifications, and (iii) use of the Product not in accordance with security sheets, information sheets or sales specifications.

### 10. PRODUCT RETURN

- 10.1 Any return of the Products must be previously authorized in writing by the Seller and must be in the original packaging. Under no circumstances will Products tampered with, damaged or used be accepted. Therefore, the Seller will return to the Buyer, at the Buyer's expense, any Products returned to the Seller not in compliance with the present clause.

### 11. LIMITATION OF LIABILITY

- 11.1 The Buyer expressly acknowledges that the Seller will in no case be liable for damages, compensation or indemnity in the following cases:
- (a) indirect and consequential damages;
  - (b) loss of production and loss of chance;
  - (c) use of the Product non in compliance with applicable regulations;
  - (d) use of the Product not for its intended purposes.

### 12. SOLVE ET REPETE CLAUSE

- 12.1 Pursuant to and for the purposes of art. 1462 of the Italian Civil Code, the Buyer can not, before the correct and full payment of the Price, raise challenges or start lawsuits.

### 13. ASSIGNMENT

- 13.1 Buyer may not transfer or assign, in whole or in part, any of its rights or obligations under the Contract without Seller's prior written consent.

### 14. TERMINATION BY BREACH

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Read, confirmed and signed

#### For the Seller

Eurochimind S.p.A.

\_\_\_\_\_   
 *Alessandro Mancin*   
 Managing Director

#### For the Buyer

Authorized signature \_\_\_\_\_

Name and Surname \_\_\_\_\_

Date and Stamp \_\_\_\_\_

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#### For the Buyer

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- 14.1 In case of breach of contract by one of the Parties with respect to its obligations under the Contract, the other Party has the right to terminate the Contract pursuant to and for the purposes of art. 1454 of the Italian Civil Code if the breacing Party has not remedied it within 15 calendar days from receipt of the letter of formal notice sent by registered letter with return receipt or certified email specifying the nature of the breach.
- 15. FORCE MAJEURE**
- 15.1 If a Force Majeure event occurs, the Party prevented from performing its obligations will notify the other Party within 7 calendar days giving all relevant details and will do everything possible to remedy the situation immediately.
- 15.2 No Party will be liable for any breach of its obligations under the Contract to the extent that performance has been impeded or delayed or prevented by a Force Majeure event communicated in accordance with this Clause and the time for performance of the impeded obligation(s) is postponed accordingly.
- 16. COMMUNICATIONS**
- 16.1 Any communication to be made to either Party, required, necessary or permitted under the Contract, must be made in writing, by registered letter with acknowledgement of receipt, telegram or fax with confirmation of receipt or by certified e-mail and must be addressed to the addresses given in the Contract or to the different address or fax number or e-mail address that either Party may communicate to the other, after the date of signature of the Contract, in accordance with this Clause, it being understood that at the addresses indicated in the Contract, or at the various addresses that may be communicated in the future, the Parties will also elect their domicile for all purposes relating to the Contract.
- 17. FINAL PROVISIONS**
- 17.1 The Contract constitutes the integral manifestation of all understandings and agreements between the Parties in relation to its subject matter and constitutes the sole source of rights and obligations between them, overcoming and substituting any previous verbal, written and/or *de facto* agreements.
- 17.2 Each of the Parties declares that they have not relied on any pre-contractual statement when agreeing to sign the Contract.
- 17.3 Any modification or addition to the Offer and the GTCs, including withdrawal and cancellation of the Offer and modification of the quantities of the Product, is not valid, effective and binding unless it results from a written deed signed by the Parties and in particular by the Party against whom the same is invoked.
- 17.4 The possible tolerance of one of the Parties to the behaviour of the other, in violation of the provisions contained in the Contract, does not constitute a waiver of the rights deriving from the provisions violated, nor of the right to demand the exact fulfilment of all the terms and conditions provided for therein.
- 17.5 If any provision of the Contract is found by a Court or other competent Authority to be invalid or unenforceable, such provision will be deemed to be deleted from the Contract and the remaining provisions of the Contract will remain in full force and effect. The Parties will therefore negotiate in good faith in order to agree on the terms of a mutually satisfactory provision to replace the invalid or unenforceable provision. In the event no agreement is reached on a new provision, the Contract will remain valid and effective unless the invalid or invalid provision is of essential importance to at least one of the Parties that could reasonably be inferred that the Parties would not have entered into the Contract without the invalid or invalid provision.
- 18. APPLICABLE LAW, JURISDICTION AND COMPETENT COURT**
- 18.1 The Parties expressly agree that the Contract is governed exclusively by Italian law and that the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 is not applicable to the Contract.
- 18.2 The Parties expressly agree that any dispute relating to the validity, execution, effectiveness or termination of the Contract will be subject exclusively to Italian jurisdiction and, in particular, to the exclusive jurisdiction of the Court of Turin (Italy).

Read, confirmed and signed

**For the Seller**

**Eurochimind S.p.A.** \_\_\_\_\_

*Alessandro Mancin*  
Managing Director

**For the Buyer**

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