

# General Terms and Conditions of Sale

## 1. Scope of application

1. These general terms and conditions of sale (the "General Conditions") shall exclusively govern all sales made by Collanti Concorde Srl (hereinafter, the "Seller") to its customers (hereinafter, the "Customer" and, together with the Seller, the "Parties") concerning the supply of industrial glues and adhesives (hereinafter, the "Products"). They shall prevail over any terms and conditions of purchase of the Customer, which are deemed to be waived and of no effect.
2. The Conditions shall also apply when they are not reproduced in the order confirmation and are available on the Seller's website at <https://www.collanticoncorde.it/en/>

## 2. Orders and acceptance – conclusion of the sales contract

1. Customer orders may be placed in writing, by email, by telephone or through an agent. The sales contract (hereinafter, the "Contract") shall be deemed concluded upon written acceptance of the order by the Seller (hereinafter, the "Order Confirmation"). Failure to accept an order shall not give rise to any liability of the Seller or to any rights of the Customer.
2. Any acceptance of the order that is not fully consistent with the order shall constitute a counter-offer, which shall in any case be deemed accepted by the Customer unless the Seller receives, in writing, a request for amendment and/or correction within 2 days of receipt thereof. Once this term has elapsed, the Customer shall not be entitled to raise any objection or claim for any reason whatsoever. Any offers made by the Seller to the Customer shall be valid for the period stated in the offer itself (hereinafter, the "Offer"). Such Offer shall not be binding on the Seller until it has been accepted.
3. The Customer's reply confirming the ordinary email by which the Order Confirmation is sent shall be deemed by the Parties equivalent to the signing of the document attached thereto and shall therefore be binding upon the Customer.
4. Any amendment proposed by the Customer shall be effective only if expressly accepted in writing by the Seller.

## 3. Delivery

1. Any delivery terms indicated in the Order Confirmation shall not be of the essence, unless otherwise agreed in writing. The Seller shall not be liable for any delay or failure to deliver, except in cases of wilful misconduct or gross negligence.
2. Delivery terms, which shall run from the formal conclusion of the Contract pursuant to Article 2, are expressed in working days. The Products shall be delivered in standard packaging, unless otherwise agreed in writing.
3. Deliveries shall be made according to the delivery terms indicated in the Order Confirmation and interpreted in accordance with the Incoterms® of the International Chamber of Commerce in force at the relevant time, which govern the transfer of risks, obligations and costs.
4. Where, under the Contract, transport is arranged by the Customer, the Customer shall ensure that the carrier appointed by it provides and delivers to the Seller, upon the Seller's request, all documentation that may be useful and/or necessary for the Seller for customs or tax purposes (customs import entries, transport documents, etc.) within 60 days of delivery.
5. If delivery cannot take place due to causes attributable to the Customer, or if the Products are not collected, all costs and risks shall remain borne by the Customer, without prejudice to the Seller's right to claim any further damages and/or to terminate the Contract.
6. The Customer shall inspect the Products upon receipt and notify the Seller in writing of any non-conformity within 8 days, providing all information necessary for verification. Once this term has elapsed, the Products shall be deemed accepted, and the use of Products with apparent defects shall preclude any subsequent claim.

## 4. Price, payment terms and payment methods

1. The price of the Products shall be the price stated in the price list in force at the time the order is sent, or the price agreed between the Parties and indicated in the Order Confirmation.
2. The Seller may amend the list prices. Prices are expressed in Euro, excluding VAT, and do not include duties, taxes or other charges, which shall remain borne by the Customer. Only standard packaging is included.
3. Payment terms and methods are indicated in the Order Confirmation. Payment shall be deemed made only when the relevant amount has been credited to the Seller's bank account.
4. In the event of late payment by the Customer, default interest pursuant to Article 5 of Italian Legislative Decree No. 231/2002 shall apply automatically.
5. The Customer shall not suspend or delay payment, even in the event of disputes, nor shall it set off the price against any claims it may have against the Seller.
6. In the event of default or delay with respect to any payment deadline, or in the event of a risk of the Customer's insolvency, the Seller may suspend supplies, request guarantees, cancel pending orders or require immediate payment of all amounts due, with forfeiture of any time benefit granted, without prejudice to its right to claim damages.

## 5. Warranty

1. The Seller warrants that the Products comply with the technical specifications set out in the relevant technical data sheets for the period stated in the technical data sheet relating to the ordered Product.
2. The warranty shall apply only to the Customer and shall consist solely in the free replacement of defective Products in accordance with the methods indicated by the Seller.

3. Without prejudice to Article 3.6, defects in the Product shall be reported in writing by the Customer to the Seller within 8 days of their discovery and, in any event, within the Warranty Period, with a description of the non-conformities and by making the Products available for inspection. Once these terms have elapsed, any right to make a claim shall be forfeited.
4. The quality of the purchased Product shall be evidenced exclusively by analyses carried out on samples taken from containers bearing the Seller's seal and opened in the presence of representatives appointed by the Seller, failing which the right to warranty shall be forfeited. The Customer declares that it has read and understood the contents of the technical data sheets and the specification items relating to the purchased Product and undertakes to comply strictly with the instructions set out therein.
5. In the event of a dispute concerning the bonding result, without prejudice to the foregoing provisions, the warranty for defects shall be subject to verification, through samples taken from the bonded surface, of the chemical correspondence between the applied product and the product supplied, which in any case must not yet have expired.
6. The warranty shall not apply, and the Seller shall not be liable, in the event of improper use, failure to comply with instructions, use of incompatible products, amendments not authorised in writing, normal wear and tear, abnormal storage or use, specifications provided by the Customer, or force majeure.
7. No other express or implied warranty, other than that provided under this Clause 5, may be invoked by the Customer, since the obligations assumed by the Seller in the cases and under the conditions set out herein are exhaustive and replace any warranties or liabilities provided by law. Any other warranty or liability is excluded, except in cases of wilful misconduct or gross negligence.

## 6. Limitation of liability

1. The Seller's liability towards the Customer, subject to mandatory provisions of law, shall be limited solely to actual, direct and immediate damages arising from the performance or non-performance of the General Conditions or the Contract. All indirect or consequential damages are excluded, including loss of profit, goodwill, business or commercial opportunities. In any event, the total amount of the Seller's liability shall never exceed the purchase price provided for under the individual Contract to which the claim relates.

## 7. Force majeure

1. The liability of the Parties shall be excluded for any non-performance due to force majeure events or unforeseeable circumstances beyond normal foreseeability and control, such as, by way of example, strikes, epidemics, pandemics, embargoes, conflicts, measures by public authorities, terrorist acts, fires, sabotage and similar events, provided that the event has not been facilitated by the negligent conduct of the affected Party. The Customer's payment obligations shall in any case remain due and may not be suspended.
2. The Party invoking force majeure shall notify the other Party in writing as soon as possible, indicating the effects on performance, and shall also notify the other Party in writing when the impediment ceases.
3. If a force majeure event or unforeseeable circumstance continues for more than 6 months, either Party may withdraw from the Contract by written notice sent by registered letter with return receipt or by international courier.

## 8. Export Control Provisions

1. The Customer acknowledges that the export of the Products outside the customs territory of the European Union and/or to certain parties or destinations may be subject to control by the competent authorities and undertakes to implement all measures necessary to comply with the applicable Italian, European, United Kingdom and/or United States laws and regulations on export control and international economic sanctions (hereinafter collectively referred to as the "Export Control Provisions").
2. The Customer undertakes, represents and warrants that it shall not sell, deliver, export, re-export or otherwise transfer, directly or indirectly (including through representatives, agents, distributors or third parties), any Product supplied to it by the Seller: (i) into territories and/or for use in territories subject to export prohibitions or restrictions under the Export Control Provisions, including, without limitation, the Russian Federation, Belarus, Iran, Crimea, Sevastopol, the areas of Ukraine not controlled by the government in the regions of Donetsk, Kherson, Luhansk and Zaporizhzhia and/or the special economic, innovation or preferential zones of the Russian Federation referred to in Article 5-bis, letters (a) to (h), and Annex LII of Regulation (EU) No. 833/2014 (hereinafter, the "SEZs"); and/or (ii) to any natural or legal person, entity or body designated on lists of persons or entities subject to prohibitions, restrictions or sanctions by the Italian authority or the European Union, or by any foreign authority or international organisation competent in sanctions matters (for example, the United Nations, the United Kingdom and/or the United States), and/or owned or controlled by, or acting on behalf or in the name of, directly or indirectly, any of the above-mentioned persons or entities (hereinafter, "Sanctioned Person(s)"); and/or (iii) to any legal person, entity or body registered as resident in any of the SEZs or having its registered office, principal place of business or permanent establishment in any SEZ; and/or (iv) to any legal person, entity or body outside the SEZs that is owned or controlled by a legal person, entity or body referred to in item (iii). Transit of the Products through any of the territories mentioned in item (i) above is also prohibited.
3. Without prejudice to the foregoing, upon the Seller's request the Customer shall promptly provide all information and documentation necessary to verify compliance with the Export Control Provisions, including information and documentation relating to the end user, end use and country of destination.
4. In the event of any breach, at any time, by the Customer of any of the undertakings, representations and warranties set out above, the Seller shall be entitled to terminate the Contract by written notice pursuant to Article 1456 of the Italian Civil Code, without prejudice to the Seller's right to retain any payments already received from the Customer, claim damages and/or take any legal action.

5. The Seller reserves the right, without incurring any liability, to suspend or cancel any order and to terminate the relevant Contract if the supply of the Products becomes impossible, unreasonably difficult or economically unsustainable due to: (i) any amendment to the applicable Export Control Provisions and/or their further application and/or interpretation; and/or (ii) the direct or indirect involvement of a Sanctioned Person in the transaction; and/or (iii) the continuation of the supply potentially exposing the Seller to any liability, including criminal or administrative liability.
6. The Customer undertakes to indemnify and hold harmless the Seller, its directors and/or employees against any claims, liabilities, damages (including reputational damages), losses, costs (including legal expenses and fees) or other adverse consequences that may arise from any failure to comply with the obligations provided for in this clause.

## 9. Governing law and competent court

1. The General Conditions and/or the Contract shall be governed by Italian law, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Convention).
2. Any dispute, without exception, relating to the interpretation, performance or termination of these General Conditions and of the supplies under the individual orders shall be submitted to Italian jurisdiction and to the exclusive competence of the Court of Treviso.

## 10. Final provisions

1. The Seller's failure to exercise any rights provided under the General Conditions or the individual Contracts shall not constitute a waiver thereof nor limit the Seller's ability to enforce such rights subsequently.
2. The Parties expressly acknowledge that, under no circumstances, not even by conclusive conduct, may continuous and repeated sales of Products by the Seller grant the Customer any exclusivity or give rise to a sales concession, distribution relationship or collaboration of any other kind.
3. The General Conditions are drafted in Italian, which shall be the sole version having legal effect in the event of any dispute, while any translations are provided for information purposes only.
4. The invalidity or nullity of any clause shall not affect the validity of the remaining provisions, which shall remain fully effective.

Customer stamp and signature \_\_\_\_\_  
Place and date

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has carefully reviewed and specifically approves the following clauses of the above General Conditions: 1.1 (waiver of Customer terms); 2.2 (non-conforming acceptance); 3.1 (exclusion of liability for delivery delays); 3.5 (failure to collect goods); 3.6 (notification of defects and forfeiture terms); 4.5 (prohibition on raising objections); 4.6 (suspension, order cancellation, forfeiture of time benefit); 5.3 (notification of defects and forfeiture terms); 5.6 (exclusion of warranty – exemption from liability); 5.7 (limitation of warranty); 6.1 (limitation of liability); 8.2 (restrictions on contractual freedom in dealings with third parties); 8.4 (express termination clause); 8.5 (exclusion of liability for order suspension/cancellation); 9.2 (Governing law and competent court).

Customer name and signature \_\_\_\_\_  
Place and date