

# General Supply Conditions-

## v. December 2020

### General terms and conditions

- a. The following general supply conditions (hereinafter "the Condition") form the legal basis for all the supply contracts signed between by MILEXIA ITALIA S.P.A (hereinafter "MILEXIA ITALIA" or "the Supplier") and the Customer. Any offer accepted by the Customer or order issued, even if it occurs with the simple execution of the contract through concluding behaviour, involves these Conditions that form part of it even if not attached or referred to individual orders or contracts. These Conditions are to be considered as accepted by the Customer and will prevail over any other conditions.

MILEXIA ITALIA reserves the right to amend these Conditions by attaching such amendments to the offers or showing them in any written correspondence to the Customer. The changes will be considered accepted if no claim has been received within 15 days following the receipt. In the event of differences in construction, the Conditions will prevail.

### 2. Supply requests

- a. The Customer supply requests must be sent by post, telefax or e-mail. MILEXIA ITALIA reserves the right to accept requests received by telephone and / or verbally. Any particular and not standard purchase clause and/or condition that is written on Customer supply request will be considered void, unless otherwise agreed in writing by MILEXIA ITALIA.
- b. The Customer supply requests must provide all the information and Goods data required in order to allow MILEXIA ITALIA to work on Offers (e.g. if the requested material are subject to restrictions or licenses, export restrictions, etc.)

### 3. Conclusion of the contract

- a. The Supplier's proposal should not be considered as a contract proposal pursuant to art. 1326 of the Italian Civil Code and it is not binding for the Supplier. The proposal is to be considered as ineffective if it is not accepted by the Customer within 30 days from its receipt.
- b. The acceptance of Supplier's proposal or the Orders issued by the Customer - in the event that the order is not preceded by a proposal - are to be considered binding for the Supplier, once contract has been agreed and the Customer has received the Order Confirmation. The Goods will be exclusively carried out following the Supplier's Order Confirmation details.
- c. Any changes made by the Customer to the Supplier's proposal are to be considered as accepted only if the Supplier has expressly agreed with changes and approved them in the Order Confirmation, otherwise the conditions in the Supplier's proposal remain valid.

### 4. Prices

- a. The contractual prices are those shown in the Supplier's Order Confirmation and unless otherwise agreed, they are EXW.
- b. The prices are in Euros, they do not include VAT, costs of packaging, transport, shipping, insurance, customs charges, duties or taxes for export and other costs.
- c. Prices which are pegged to the Goods original currencies will be subject to re-evaluation at the time of invoicing with reference to the delivery date. This re-evaluation will be only applied in the event of an increase or decrease in the Euro / reference currency exchange rate greater than 2.5%
- d. The invoices amount cannot be rounded or reduced.

### 5. Payment terms

- a. Unless otherwise agreed, Customer shall pay all invoices to the bank account appointed by the Supplier from time to time and within the terms stated in the Supplier's Order Confirmation, or, in the absence of specific indication, within the term of thirty (30) days as from the invoicing date.
- b. In the event that the Customer fails to settle any outstanding sum at the payment due date, the interest will be applied without any formal notice pursuant to Legislative Decree 231/02.
- c. The Supplier is allowed to credit the Customer payments to offset the oldest debts. If costs and interest have already accrued, the Supplier can charge the payments first to offset the costs, then the interest and finally the main credit.
- d. Any Supplier's breach does not allow the Customer to delay or suspend payments. The price must be paid even if any defect has occurred and/ or quality issues have been found out during the warranty period or if some tests are required.
- e. Pursuant to art. 1186 of the Italian Civil Code, if the Customer fails to make any payment on the due date or he is in breach with it, any payment instalments and deferrals of payment granted by the Supplier must be considered automatically withdrawn.
- f. Complaints regarding invoices can only be notify to MILEXIA ITALIA by post or by PEC within eight (8) days after the receipt of the same, otherwise they will not be taken into consideration and the invoices will be considered as accepted without any reservation.
- g. The Customer is not allowed to make any deduction to the agreed payment terms (eg advance payment, or in the event of alleged product defects), if not agreed with MILEXIA ITALIA.

### 6. Shipping and transportation

- a. The Goods travel at the sole Customer's risk, even in case of authorized return of Goods, and they are always intended as EXW. All risks for damage, perishing, even accidental loss of the Goods shall pass to the Customer as soon as the Goods have been collected by the courier or, if the Customer collects the Goods, as soon as Supplier has notified to Customer that the Goods are ready to be collected. This rule also applies in case of partial delivery or if a "paid transport" or free shipment has been agreed or if the Supplier is in charge with the shipping methods, the itinerary of the Goods etc.
- b. The Supplier shall not be liable for any delay or failure on delivery or collection. Any complaint and/or action regarding the transportation must be addressed to the courier. The Customer will not be entitled to suspend, or in any case delay, payments.

### 7. Delivery terms

- a. The Goods delivery terms are exclusively those stated in the Supplier's proposal or, if it is different, in the Supplier's Order Confirmation. Unless otherwise agreed, they must be considered purely indicative and not binding for the Supplier.

- b. At the time of the supply requests, the Customer shall provide MILEXIA ITALIA with all the information and data relating to the Goods that are necessary for the Supplier in order to be able to settle the delivery times. (e.g. indication of subjecting the requested material to restrictions or licenses, export restrictions, etc....).
- c. The lead times starts on the day the Supplier's Order Confirmation has been notified: it cannot however start until the Customer had provided all the necessary information to make the delivery or all the documentation required by law had acquired or by the uses or if the agreed deposit has not been paid.
- d. The lead time is to be considered as in compliance with the terms agreed at the moment in which the Supplier notifies to Customer that the Goods are ready to be delivered. The Supplier can only be on time to lead time only if Milexia's suppliers are on time with supplies.  
If the Customer does not collect the Goods after being notify that the Goods are ready to be collected or does not accept delivery of the Goods as requested by the Supplier for reasons not attributable to the Supplier, Milexia Italia cannot be liable and the Customer shall pay all monies due.
- e. If the Goods remain in stock at the Supplier, the storage of the material is at Customer's cost, risk and peril. The Customer will be required to pay, in addition to the agreed price, an amount equal to 0.5% of the total value of the Goods not delivered or withdrawn, in addition to any expenses charged by the courier. It is agreed that after 4 weeks from the "goods ready" notice, the Supplier will be no longer under the obligation to store and deliver the Goods without prejudice to the Customer's obligation to pay the price and amounts listed above.
- f. The Supplier reserves the right to collect or deliver in full or in instalments and the Customer undertakes to accept by paying for the Goods delivered.
- g. In the event of a delay of more than 8 weeks with respect to the delivery terms, the Customer will have the right to terminate the contract upon written notice to the Supplier within at least 10 days' notice. In that event the Customer cannot require any compensation or penalty. In any case, the termination of contract is not valid if the delay is due to force majeure events, unforeseeable circumstances or Customer's acts, behaviour, or omissions.
- h. Without prejudice any of the above right and unless otherwise agreed in writing, it is expressly understood that any delay in the Goods delivery, although attributable to the Supplier, will not give the Customer the right to cancel and / or revoke the proposal nor to refuse the Goods, nor to request compensation for damages and / or penalties, except in the case of Supplier wilful misconduct.

### 8. Delivery interruption and termination of contract

- a. MILEXIA ITALIA reserves the right to suspend deliveries if the Customer does not make even one payment at the deadline, or he is in breach of some other contracts / any other obligation.
- b. If, after signing the contract, the Customer's economic conditions change and / or the Customer is subject to compulsory enforcement and / or bankruptcy procedures, or in the event of non-payment or delay in payment, including the delay in payment for some others Supplier's confirmation order, MILEXIA ITALIA, in addition to what is stated above (right to suspend supplies), reserves the right to terminate the contract with immediate effect pursuant to art. 1186 of the Italian Civil Code. It is already established that MILEXIA ITALIA could also demand cash payment of the overdue invoices or invoices due by post or by pec.
- c. MILEXIA ITALIA may defer the Goods delivery until an adequate payment proof has been shown or may request to pay in advance the Goods not yet delivered if he has reason to believe that the Customer cannot or does not intend to pay for the Goods at the agreed date during the execution of the contract or supply.

### 9. Warranty

- a. The Supplier's Goods guarantee is provided within the limits of what is stated in the Good's technical datasheet that is already known by the Customer. The Supplier only guarantees, within the aforementioned limits, that the Goods are in compliance with those ordered and not the suitability of the same to meet the specific needs of the Customer or third parties, unless they have been specified in written in the Order. The only relevant technical datasheets are the ones provided by the Manufacturer. These can be considered relevant to define the Goods quality and status.
- b. Unless otherwise stated in the Offer or in the Order Confirmation, the warranty will be valid for 12 months from the date of Goods delivery.
- c. For the above warranty purposes, the Customer shall examine the Goods upon receipt and must promptly notify by post or PEC any flaws or defects within 10 days of receipt of the Goods or within the first evidence providing MILEXIA ITALIA with sufficient information on the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising. The Customer should also carry out - at his own cost - the technical checks necessary to identify and ascertain the defect Goods. Only with the Supplier prior authorization, the Customer will send the Goods to the Supplier at his own expense to let the Supplier check and verify the defects the Customer is complaining of. It is understood that the Customer will be required to bear the costs of the tests performed by the Supplier if the results will be negative.
- d. The warranty shall only apply to Goods that are repair or replace at Supplier's choice and/or the Goods or those parts that have been result as to be defective, with no other compensation for any direct or indirect damage.
- e. If the Supplier decides to carry out the repairs, he will have the obligation to bear the costs that must be incurred for the defect repaired (eg for transport, labor, etc.) to the extent that there are no increases in these costs and expenses arising from the fact that the Goods have been taken to a different place from the delivery address.
- f. Replacing or repairing the Goods, the Supplier is entitled to return the amount already paid by the Customer as a Goods price, excluding any compensation for any direct or indirect damage.
- g. It is expressly understood that the replacement or reparation replaces unconditionally and integrally any other guarantee and legal liability, for any reason whatsoever, in direct or indirect relationship with the Goods supply.

- h. The Supplier shall have no liability under the above warranty (or any other warranty condition or guarantee):
- If the total price for the Goods has not been paid by the due date for payment.
  - to the extent caused by the Customer's: (i) failure to follow the Supplier's instructions on installation, operation, storage or maintenance (whether oral or in Writing); (ii) misuse; or (iii) alteration or repair of the Goods without the Seller's prior written consent.
  - If any defect in the Goods arising from any drawing design or specification supplied by the Customer.
  - where such defect arises from wear and tear, wilful damage, negligence, abnormal working conditions or could be expected to arise in the normal course of use of the Goods.
- i. Goods which, due to their nature or way of use, are subject to wear or frequent replacements are excluded from the warranty.
- j. No complaint about the quality or functionality of the Goods can be ever asserted if the regular payment of the goods to which the complaint refers has not taken place.
- 10. Return of Goods**
- a. Any return of Goods must be previously agreed in writing between the Parties with the assignment of an RMA number in which will be stated how the return of Goods must be carried out. The risk of loss or deterioration of the Goods will be a Customer risk until the moment in which the Supplier received and accepted the Goods at the agreed delivery place. The Supplier is allowed to refuse the return of shipments if an RMA number is not shown even if it has been previously assigned.
- b. No return of the Goodwill will be accepted even if authorized, if the following information are missed in RMA document (R.M.A.):
- 1) Material Return Authorization number notified to the Customer by the Supplier.
  - 2) delivery number or the Supplier invoice number.
  - 3) quantity and type of the Goods returned.
  - 4) the reason for the Goods return.
- c. In no case Goods will be accepted if Goods have been welded, tampered with, damaged, or used improperly.
- d. Goods returned in unsuitable or damaged packaging will be rejected.
- e. The Goods in compliance with standard specifications and / or subject to clause 10 d) will be delivered back to the Customer at his own costs.
- f. Claims for an amount less than € 100.0 will not be accepted.
- 11. Orders cancellation and rescheduling orders**
- a. The cancellations of orders or quantity decreases cannot be decided by the Customer without the prior authorization of the Supplier. For orders with scheduled deliveries, the rescheduling of deliveries must be agreed in writing with MILEXIA ITALIA, which reserves the right at its own discretion. In any case the written notice should be sent by post, fax or pec at least one month in advance of the first useful deadline. The Supplier has also the right to charge an amount equal to 1.5% per month of the value of the unused Goods as a refund for the cost of fixed assets.
- b. Regardless of the provisions of these Conditions, it is however understood that orders relating to special and / or customized Goods and / or of value, or those Goods that MILEXIA ITALIA classifies as "NCNR" or "Non-cancellable and non-cancellable Returnable" (so-called "Non-Standard Products") from now on must be considered "NON - CANCELLABLE and NON - RETURNABLE".
- 12. Force Majeure event**
- a. If a force majeure event prevents the Supplier from fulfilling its contractual obligations, in particular from delivering the Goods, the Supplier is exempted from the fulfilment of its obligations for the entire duration of the force majeure event and for a reasonable number of days following the resolution of the event, without therefore being held responsible for damages incurred by the Customer.
- b. The same rule applies if the fulfilment of Supplier's obligations it is to be considered impossible due to unforeseeable circumstances for which the Supplier is not responsible, such as, by way of example but not limited to, industrial actions, official acts, impediments to delivery caused from suppliers, lack of documents or authorizations for transport or export, need to comply with laws, orders, requests from any authority, etc.
- 13. Confidentiality**
- Each party undertakes not to use and not to disclose and / or disseminate directly, indirectly to third parties, through third parties, entities or companies, by any means and in any way, the objectively or subjectively confidential news and / or information they may have learned from one another during and / or in the fulfilment of the contractual relationship that has occurred between them.
- All technical and commercial information, drawings, materials, components, Supplier's processes of which the Customer has become during contract relationship are to be considered confidential.
- 14. Limitations of use and product liability**
- a. The Goods sold by MILEXIA ITALIA must be used only and exclusively for the purposes stated by the manufacturer of the product. These purposes usually do not include the use of the Goods in warning systems and / or support of human life, the use in connection with nuclear material or in any other purpose where a Goods malfunction sold by MILEXIA ITALIA could cause damage to life, body and human health or loss of large and unusual amounts of money. it is understood that.
- b. In the event that the Customer should use or resell the Goods purchased for one or more of the aforementioned purposes, he takes at his own and exclusive the risk with all consequent liability.
- c. Unconditionally and irrevocably, the Customer undertakes to indemnify and hold harmless the Supplier and the manufacturer of the product from any cost, damage (direct and indirect) liability that could depend on the improper use of the Goods or from its use as a failure of the reserves and the precautions for use made by the original manufacturers or resulting from incorrect or incomplete information or technical specifications provided by the Customer.
- d. Without prejudice to the provisions of the paragraphs above and without prejudice to the Supplier's right of a direct action against the manufacturer, in no case the Supplier will be liable for damage to property, persons or animals arising from the use of the Goods supplied except in the case of wilful misconduct or negligence. In that case, the total amount of any compensation may not, however, exceed the value of the Goods supply paid by the Customer and established in the order. Nevertheless, the liability will not extend to indirect and / or unforeseeable damages and in any case outside the hypotheses for which the Goods warranty can work.
- e. The Customer must promptly inform the Supplier about any risks associated with the use of the Goods.
- 15. Control over resale and export terms**
- a. All Goods supplied by MILEXIA ITALIA are intended to be used exclusively in the country in which they are delivered, as agreed with the Customer. The resale or different use of the Goods, linked to technology and documentation are subject to the export control regulations (laws, ordinances, directives, decisions, administrative acts etc.) in force in the United States of America, in the Customer's country and the European Union; they must also be subject to the regulations in force on import / export in non-EU countries.
- b. It is Customer's responsibility to be informed about the regulations, to comply with them and, if necessary, to take action to obtain the necessary import, export or re-export licenses, being the Customer the only person that can be liable.
- c. Any liability of the Supplier is therefore excluded in case of breach of any current legislation on legal, safety, CE-EMC compatibility, embargoes or for any direct or indirect damages caused to things, people, animals by the wrong uses of the Goods supplied.
- d. The Customer cannot export Goods subject to embargoes.
- 16. Retention of title**
- a. The Goods' ownership belongs to the Supplier until the Customer has wired the full payment pursuant to art. 1381 of the Italian Civil Code. If a bill of exchange is allowed, the retention of title will not cease until the credit is fully satisfied, regardless of the method of payment.
- b. Until the Goods' ownership belongs to Supplier, the Customer will be considered as Supplier's Guarantor with the obligation to manage the Goods with due care, insuring at his own expenses against damage caused by fire, water and theft for value equal to the cost of the Goods themselves.
- 17. Intellectual Property**
- a. Any Intellectual Property Rights or any third-party provider's designs, data sheets, packaging, literature or any other property or materials shall remain Supplier's property and/ or the third-party provider and no licence in respect of these is granted.
- b. If the delivery includes software or other intellectual property, these software or intellectual property will be provided to the Customer subject to copyright and license for the user, whose terms and conditions can be born from the license agreement that belong to the software or other intellectual property. These Conditions do not grant any rights or licenses for any use of the software or other intellectual property or for any purposes not permitted by the license agreement.
- 18. Applicable law**
- a. Any dispute or claim arising under or in connection with these Condition (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Italy and will therefore exclude the United Nations Convention on Contracts for the International Sale of Goods.
- b. The parties irrevocably agree that the courts of Milan shall have exclusive jurisdiction to settle any dispute or claim arising under or in connection with these Condition (including non-contractual disputes or claims) together with its interpretation, execution, validity of the same.
- 19. Final provisions**
- a. The Customer may not assign, sub-contract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.
- b. Any amendments or appendix to Conditions will not be valid unless agreed in writing between the Parties.
- c. If any provision or part-provision of the Condition is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 20. Privacy European Regulation No 2016/679 and D. Lgs. n. 101/2018**
- a. Pursuant to and for the purposes of the provisions of European Regulation No. UE/2016/679 (hereinafter GDPR UE/2016/679) and D.lgs. n. 101/2018 MILEXIA ITALIA guarantees that the Customer's personal data processed will be kept and controlled, through the adoption of suitable and preventive security measures, in order to minimize, also in relation to the nature of the data and to the specific characteristics of the processing, the risks of destruction, loss or disclosure, even accidental, of the data, of unauthorized access or processing that is not permitted or does not comply with the purposes of the collection. MILEXIA ITALIA also guarantees that it has adopted the minimum-security measures required by law. The Customer also declares to have verbally received, understood and accepted the information and to be aware of rights referred to in art. 15 of GDPR UE/2016/679.
- b. The Customer agrees to the processing and transmission of data to producers / suppliers concerning him by the Supplier in the context of periodic reports from the producer.
- 21. Communication**
- Any notice or other communication given by a party under or in connection with these Conditions may be by post or email and should be addressed to the last known postal address or relevant email address of the other party.
- 22. Availability of the Conditions**
- The Conditions will be available on the following link <https://www.milexia.it/en>