

## GENERAL SUPPLY CONDITIONS

Unless otherwise specified in the offers or in the order confirmations, these general supply conditions to all present and future supply contracts for the Materials sold by Arduini Legnami Spa (hereafter Arduini) and are considered known by all Customers.

Definitions:

For the purposes of these general supply conditions (hereinafter referred to as "Supply Conditions"), the following terms will have the meaning attributed to them below:

- "Arduini": Arduini Legnami Spa VAT number 00143760338, in the person of its pro tempore legal representative, with registered office in Roveleto di Cadeo (PC), Via Emilia Est, n. 238, Italy;
- "Customer": any company, entity or legal entity that purchases the Arduini Materials directly;
- "Material(s)": the goods sold by Arduini;
- "Order proposal": each order proposal for Materials sent by the Customer to Arduini;
- "Supply / s": each supply contract concluded between Arduini and the Customer following the receipt by the Customer of the written acceptance of the Order by Arduini;

### 1. DISCIPLINE OF SUPPLIES

These Supply Conditions apply to all supplies of Materials by Arduini. In the event of a conflict between the conditions and terms set out in these Supply Conditions and the conditions and terms agreed in the individual Supply, the latter will prevail. Arduini will not be bound in any way by the general purchasing conditions of the Customer (hereinafter, "CGA") either by tacit consent, or in the event that they are referred to or are contained in the orders or in any other documentation from the Customer.

#### 1.1 Customer order proposal

The Customer is required to send a complete and defined written order proposal in its entirety and signed by the Customer himself with specifications of all the order information needed to purchase the necessary Materials, as examples but not exhaustive:

- Indicative quantity of materials (in cubic meters)
- Wood species of materials
- Nominal thickness of materials

The order proposal is always subject to acceptance signed by Arduini.

The Customer expressly acknowledges that a tolerance of up to 40 per cent is allowed on the quantity, indicated in cubic meters, of each quantity of Materials ordered and that a thickness and section deficiency is allowed for the planks according to the commercial practices in force in Italy with respect to the nominal thickness (established by the Chamber of Commerce of Piacenza).

Arduini reserves the right to accept telephone orders, but the agreement will be considered concluded under the conditions provided by the documents delivered to the

Customer upon delivery of the Materials and in any case always subject to Arduini's written acceptance.

It is the Customer's responsibility, in the case of verbal orders, to verify the delivery of the Materials and documents delivered, which are considered accepted at the time of collection, also by vehicles of a carrier.

## **1.2 Order confirmations**

a. The order proposal signed by the Customer will be considered accepted by Arduini when the latter signs and confirms the order proposal received by the Customer and will deliver a paper copy in the hands of the Customer or send a copy by fax / email to the Customer.

Telephone order proposals confirmed by fax/e-mail transmission from Arduini are considered confirmed in the absence of contrary communications from the Customer within the peremptory term of 5 working days from the transmission.

The order confirmation issued by Arduini will prevail over the order proposal, in the event of any discrepancy. Order confirmations issued directly by Arduini will have binding effect only.

Each order confirmation is always to be understood as assumed with the clause "subject to sales" and "unless the payment is successful".

Any requests for Materials with particular characteristics compared to the standards, as well as other optional certifications or documentation, must be specified when the Customer formulates the request and explicitly confirmed by Arduini.

b. Arduini supplies its Materials in accordance with the technical characteristics of conformity envisaged by the standards.

c. The quantities shown in the order confirmation and in all other related documents are purely indicative, due to the tolerances provided for and applied by the regulations in force and, in case of lack, by the commercial customs relating to the materials commissioned (established by the Chamber of Commerce of Piacenza).

## **2. TERMS OF PAYMENT**

The payment methods will be indicated in the order confirmation, which will also specify the conditions of return, prices, quantities and description of the goods. Arduini will issue an invoice to the Customer following the shipment of the Materials or upon "notice of goods readiness" in the case of a Customer who makes "First order", according to the payment terms agreed between the parties and specified on the invoice. Payments must be made exclusively to Arduini Legnami Spa VAT number 00143760338, with registered office in Roveleto di Cadeo (PC), Via Emilia Est, n. 238, Italy, regardless of the fact that, as a result of further agreements, they can be settled by promissory notes or other equivalent titles.

## **3. FAILURE OR DELAYED PAYMENT**

Payment of invoices must comply with the deadlines and conditions agreed. For no reason the Customer can suspend or delay the payment.

Arduini may grant the Customer a specific derogation from the original agreed deadline.

In the event of late payments of any amount, even minimal, Arduini reserves the right to immediately suspend the delivery of the Materials, without notice, even if subject to a different purchase order only in writing.

In the event of non-compliance with the agreed payment conditions, Arduini will have the right to charge default interest due to late payment to the extent referred to in art. 5 of Italian Legislative Decree No. 231/2002 (in any case within the limits of Law 108/96 Usury Law) as well as all expenses for the recovery of credit. Arduini will have the right to request full payment of what is indicated in the order confirmation even if the Customer cancels part or all of an order and will have the right to withhold any advance payments received as compensation and / or compensation.

The Customer remains obliged to pay compensation for all damages (direct and indirect) deriving from the failure to fulfill the contracts themselves.

#### **4. METHODS and DELIVERY TERMS**

The shipping and delivery methods are agreed by the parties in writing and will be those resulting from the order confirmation. Except as otherwise provided in writing in the order confirmation, the Materials travel at the Customer's risk.

In "Ex works -Incoterms 2020" sales, the costs of unloading the Materials are borne by the Customer, as are the Customer's increases in transport tariffs and in the costs and confinal taxes that may occur between the date of the order and that of the shipment.

The shipping and delivery times indicated in the order confirmation are to be considered indicative and do not constitute essential terms and must always be understood with a tolerance of 60 days from the last date agreed by the parties for the transport of the Materials.

In any case, the shipping and delivery times do not include the transport times and will be specified in the order confirmation. Unless otherwise specified in the customer order, Arduini reserves the right to make partial and / or advance deliveries whose invoices will be issued with the same payment condition agreed in the order. In consideration of the merely indicative nature of the terms indicated above Arduini is not liable for any type of damage directly or indirectly caused by the delayed shipment and / or delivery of the Materials and does not accept in any case any type of penalty. Any mandatory delivery terms requested by the Customer must be specifically approved in writing by Arduini when confirming the order.

Arduini will not be held responsible for delays or non-delivery attributable to circumstances beyond its control and / or due to force majeure.

In the case of Ex Works Incoterms 2020 sales, the Customer, when informed of the preparation for the shipment of the material relating to his order, must proceed with the withdrawal within 30 (thirty) days.

Otherwise Arduini is authorized to store the Materials at its discretion and at the risk of the Customer as well as considering them returned “Ex works –incoterms 2020”. Each contract for the supply of materials is conventionally concluded at the Arduini headquarters located in Roveleto di Cadeo (PC), Via Emilia Est, n. 238 (PC), Italy.

## **5. RESERVE OF PROPERTY AND RISK**

The Customer will acquire ownership of the Materials ordered only with the full payment of the invoice issued by Arduini pursuant to art. 1523 of the Italian Civil Code, but any risk inherent in the Materials, including, i.g., the risks of theft, deterioration or damage to the same, is transferred to the Customer upon delivery of the Materials to the first carrier at the place of collection.

From the moment of this delivery, Arduini will be released from any liability concerning the Materials and any reservations, complaints, actions arising from or in any case connected with the transport or with other subsequent operations must be formulated and /or proposed by the Customer exclusively against the carrier.

## **6. WITHDRAWAL FROM THE CONTRACT**

In addition to the hypothesis of non-payment or delayed payment pursuant to Art. 3 of these supply conditions and the provisions of the following Art. 10, Arduini will have the right to withdraw without any burden from the contract if becomes aware of the existence of insolvency, criminal and even extrajudicial procedures against the Customer and for any other breach of the contract and/or of these conditions of supply. The Customer will not have the right to withdraw except in the cases provided for by art. 10 of these general supply conditions.

## **7. EXCLUSIVE WARRANTY**

Arduini guarantees that the supply complies in terms of characteristics and quantities with what is indicated on the invoice. The Customer acknowledges and accepts that the warranty is expressly limited to defects in the Materials and that they are excluded by way of example and not limited to: damage and / or defects in the Materials deriving from transport, loading / unloading operations, use or improper treatment, inadequate storage or maintenance, incorrect use and in accordance with the specification of applicable material, ordinary deterioration of use, repairs or replacements made by the Customer or third parties without Arduini's prior consent.

Moreover, Arduini does not assume any liability for the interventions, applications and or operations to which the Materials supplied to the Customer or the user will be subjected.

Any other form of guarantee, expressed or tacit, is understood to be excluded or replaced by these Supply Conditions. In any case, the Customer's right to compensation for damages, also against third parties, will be limited to a maximum amount equal to the value of the quantity of Materials that present defects.

## **8. COMPLAINTS, TERMS AND TERMINATION CONDITIONS**

The Materials are considered accepted if within the peremptory term of 8 (eight) days from the delivery of the Materials, the Customer does not send a motivated complaint by registered letter with return receipt.

In any case, the warranty expires if the Customer has used all or part of the Materials, object of the complaint. The guarantee will expire if the seals and straps are removed from the Materials.

Arduini reserves the right to check whether the reported defects exist, if they are not related to inadequate and careless handling, storage or handling of the Materials by the Customer and whether they are, in any case, covered by the guarantee pursuant to Art. 7. The Customer must cooperate in every reasonable way in order not to aggravate Arduini's position. In particular, in the event of a dispute, the Customer must make sure that the Materials are in conditions that are verifiable and inspectable by Arduini. In the event that the complaint is valid following a verification carried out by Arduini, the compensation is limited to the replacement or payment of the equivalent of the consideration for the material recognized as non-compliant, subject to return of the same.

In any case, any replacement of the Materials is subject to the availability of the Materials at the Arduini warehouse.

Any right of the Customer to request the termination of the contract or compensation for damages and the reimbursement of expenses incurred for any reason or to request penalties of any kind is excluded.

The dispute does not authorize the suspension of the payment or the termination of the relationship for other supplies. No dispute regarding the quality of the Materials can be asserted, not even by way of exception, in Court, if the regular payment of the Materials to which the complaint refers has not taken place.

## **9. LIMITATION OF LIABILITY**

In any case Arduini is not liable for damages caused directly or indirectly by the supply. In no event can Arduini be held liable for loss of profit and for direct, incidental, consequential or indirect damages of any kind suffered by the Customer nor will it be required to bear penalties of any kind.

In no case can Arduini be called to answer for damages directly or indirectly caused by the delayed execution of the contract or the delayed delivery of the Materials.

In any case, the Customer's right to compensation for damages, also against third parties, will be limited to the value of the supply deemed flawed.

## **10. FORCE MAJEURE**

Each party may suspend the execution of its contractual obligations when such execution is rendered impossible or unreasonably burdensome by an unforeseeable

impediment independent of its will such as, without the list here offered being considered exhaustive: natural disasters, fires, floods, wars (declared or undeclared), civil insurrections, epidemics, riots, embargoes, sabotages, accidents, union disputes, strikes, power outages, delays in the delivery of components or raw materials. In such cases and in general, when Arduini withdraws from the contract for an impediment that does not depend on its own fact or fault, the Customer will not be entitled to indemnities, penalties, compensation or refunds and will have to, if requested by Arduini, pay for the goods already prepared or in progress.

## 11. APPLICABLE LAW AND COMPETENT COURT

The Supply Conditions and every single supply and any controversy will be regulated and interpreted in accordance with Italian Law as the supply relationship is considered concluded in Italy. All disputes will be subject to preliminary mediation according to the Conciliation Rules of Adr Aequitas (Conciliation Body registered in No. 5 of the relevant register kept at the Ministry of Justice). If the dispute is not reconciled to the outcome of the mediation, the dispute itself will subsequently be subject to the exclusive jurisdiction of the Court of Piacenza.

In any case, Arduini reserves the right, when initiating a legal action as a plaintiff, to promote such action in the Customer's place of residence, in Italy or abroad.

## 12. PRIVACY

Arduini informs the Customer that the personal data concerning itself, provided by Arduini or in any case acquired by the supplier in the exercise of its statutory activity, will be processed in compliance with Italian Legislative Decree n. 196/03 and the European Regulation n. 679/2016 therefore respecting the fundamental rights and freedoms and the dignity of the interested party, with particular reference to the confidentiality, personal identity and right to protection of such data.

Piacenza

Arduini Legnami s.p.a.....

Customer.....

Pursuant to and for the purposes of art. 1341 and 1342 of Italian Civil Code the Customer declares to have read and specifically approved the following articles in writing: 1 DISCIPLINE OF THE SUPPLIES; 2 PAYMENT CONDITIONS; 3 FAILURE OR DELAYED PAYMENT; 4 DELIVERY TERMS METHODS; 5 RESERVE OF OWNERSHIP AND RISKS; 6 CONTRACT WITHDRAWAL; 7 EXCLUSIVE WARRANTY; 8 COMPLAINTS AND TERMINATION OF FORWARD; 9 LIMITATIONS OF LIABILITY; 10 FORCE MAJEURE; 11 APPLICABLE LAW AND COMPETENT COURT, 12 PRIVACY