

## 1.0 SCOPE OF APPLICATION

1.1 These "general conditions" by TRAFILERIE OMECA S.R.L. are binding and apply to all contracts for the sale and purchase of products by TRAFILERIE OMECA S.R.L. They govern all contracts and ancillary agreements unless otherwise provided by any special conditions.

1.2 The term "special conditions" refers to all those conditions stated in the order confirmation. In the event of multiple documents or counterproposals being sent, the last document from TRAFILERIE OMECA S.R.L. shall prevail.

1.3 The possible partial invalidity of a clause of these general conditions shall not affect the validity of the entire clause. The invalidity of a clause shall not affect the validity of the entire contract.

1.4 In case of discrepancies between these "general conditions" and those possibly set by the customer and/or supplier, those prepared by TRAFILERIE OMECA S.R.L. shall prevail.

## 2.0 CONCLUSION OF THE CONTRACT

2.1 The sales process of products by TRAFILERIE OMECA S.R.L. normally begins with the request for a "quote" made via email or phone by the client. This will be followed as soon as possible by an "offer" to the client prepared by TRAFILERIE OMECA S.R.L. and sent via email or web portal to the addresses provided by the client. The stages just described do not constitute any contractual obligation either for the client or for TRAFILERIE OMECA S.R.L.

2.2 Should the "offer" prepared by TRAFILERIE OMECA S.R.L. meet the favor and interest of the client, they must necessarily place an "order" containing all the data necessary to identify the products and desired quantities and send it to TRAFILERIE OMECA S.R.L. via email or certified mail. TRAFILERIE OMECA S.R.L. will then prepare an order confirmation containing the quantities and products requested by the client, as well as any special contractual conditions, discounts, delivery terms, and the transfer of risks of the sold goods, which will be conveyed to the client through the aforementioned means.

The order confirmation must be returned signed and sent via email within 24 hours of sending: beyond said term, the confirmed order is considered accepted and binding for the parties. Order confirmations sent via email must be signed and sent within 24 hours, except in cases where the party uses a digital signature.

2.3 Acceptance of the order confirmation implies acceptance of the general conditions of contract as well. Any modification of the order confirmation requires the written consent of both parties.

2.4 The execution of the contract through conclusive behaviors implies acceptance of both the special and general conditions, even if not signed by the parties. Consent is deemed to be given, in any case, based on the documents received from the parties until the moment in which the first conclusive behavior has been effectively and validly carried out.

2.5 In the event of a purchase of raw materials from suppliers by TRAFILERIE OMECA S.R.L., the same provisions set out in these "general conditions" already described in the case of sale are applied. Specifically, TRAFILERIE OMECA S.R.L., assuming the position of a customer, will request a quote from the supplier for the supply of materials necessary for its operations; upon receiving the offer, if it meets the requirements in terms of price and quality, it will issue an order that will include the quantities of the products. The supplier must send TRAFILERIE OMECA S.R.L. an order confirmation that contains the quantities and products requested by TRAFILERIE OMECA S.R.L., as well as any special contractual conditions, discounts, delivery terms, and the transfer of risks for the goods sold. If all the information in the order confirmation matches the requests of TRAFILERIE OMECA S.R.L., the latter will return it to the supplier duly stamped and signed. Otherwise, TRAFILERIE OMECA S.R.L. will request, within 8 days of receiving the order confirmation from the supplier, a revision of the data or products and prices contained therein.

2.6 The client and/or supplier may not transfer the contract without the written consent of TRAFILERIE OMECA S.R.L.; even in such cases, the client and/or supplier remains jointly liable with the assignee for the transferred contract.

2.7 The client and/or supplier, unless expressly and preemptively permitted in writing, undertakes not to use any distinctive sign, whether or not it is protected by exclusivity, reference, transport material, or TRAFILERIE OMECA S.R.L. origin document. The client and/or supplier also commits to not engaging in behavior that could harm the image and reputation of TRAFILERIE OMECA S.R.L., both in terms of personal conduct and that of third parties.

## 3.0 DELIVERY

3.1 Delivery terms are indicative and may vary according to production needs: exceeding these terms shall never entitle the client to request termination of the contract. In case of exceeding these terms, TRAFILERIE OMECA S.R.L. will communicate the new delivery date in writing with sufficient notice.

3.2 Delivery terms applied by suppliers to TRAFILERIE OMECA S.R.L. must be clear and, as far as possible, not undergo significant changes. The needs for production and delivery of goods to TRAFILERIE OMECA S.R.L.'s clients are directly linked to the adherence to these terms. In case of delays exceeding 3 working days beyond the expected term, TRAFILERIE OMECA S.R.L. will be free to request termination of the contract or a suitable reduction in the price of the supply. In case of a delay in delivery by suppliers, a penalty of 3% per day of delay will be applied, without prejudice to the right to claim greater damages.

3.3 The *Incoterms* of the ICC of Paris in their updated version are applicable only if expressly referred to. Otherwise, the delivery terms indicated in the order confirmation apply, even if accepted tacitly or by conclusive acts.

## 4.0 PRICES AND PAYMENTS

4.1 Unless otherwise agreed in writing, product prices include packaging costs but not those related to the delivery of the product. Any discounts and references to price lists that are no longer in force or updated should be considered as special conditions reserved for the client recipient of the order confirmation and not as commercial practices. Any changes to prices (rounding, reductions, offsets, or other) must be agreed upon and accepted in writing by both parties. Self-reductions in price are not permitted.

4.2 The recipient of the payment is exclusively TRAFILERIE OMECA S.R.L. Any monetary obligation must be fulfilled at the headquarters of TRAFILERIE OMECA S.R.L. in Gambarare di Mira (VE), Via Maestri del Lavoro n. 19 CAP 30034, except as indicated in the special conditions.

4.3 For payment methods, explicit reference is made to the special conditions. In all cases of payment by installments, the non-payment of a single installment results in the loss of the benefit of the term, and TRAFILERIE OMECA S.R.L. may act for the entire price, without the need for prior notice or demand for payment.

4.4 Price lists are expressed in euros, do not constitute a contractual offer, and are valid for six months.

4.5 In the event of a change in the prices of raw materials by 3% or more, TRAFILERIE OMECA S.R.L. will provide prompt written notification. The client has 24 hours from the notification to cancel the confirmed order in writing, otherwise, the change is deemed accepted.

4.6 In the event of a change in the prices of raw materials by 3% or more, the supplier must provide prompt written notification. TRAFILERIE OMECA S.R.L. has 5 working days from the notification to cancel the confirmed order in writing, otherwise, the change is deemed accepted.

## 5.0 CUSTOM OR NON-STANDARD PRODUCTS

5.1 Custom (non-standard) products ordered by the client must be picked up by the client no later than 60 days from the date specified in the order or the order confirmation. With the first order of custom products, the client and/or supplier authorizes TRAFILERIE OMECA S.R.L. to purchase from its suppliers

the minimum quantities of raw materials and packaging, even if these exceed the client's order. TRAFILERIE OMECA S.R.L. is not liable for any spoilage, loss, or deterioration of custom products ordered and not collected within the contractually established term.

## **6.0 RETAINED TITLE**

**6.1** Goods are sold with retention of title until full payment of the price indicated in the invoice for the delivered material and any other ancillary charges borne by the client.

**6.2** The issuance of checks, bills of exchange, and assignments constitutes payment only upon their successful processing. In the event of contract termination, TRAFILERIE OMECA S.R.L. may retain, as a penalty for non-performance, the installments paid up to half of the price. TRAFILERIE OMECA S.R.L. retains the right to compensation for any greater damages incurred.

**6.3** The client undertakes to cooperate with TRAFILERIE OMECA S.R.L. to the extent necessary to protect the property rights on the sold products. Any resale to third parties while the title is reserved must be expressly authorized in writing by TRAFILERIE OMECA S.R.L. TRAFILERIE OMECA S.R.L. is authorized to perform, at the client's expense, any formalities necessary to enforce the retention of title against third parties.

## **7.0 LONG-TERM SUPPLIES**

**7.1** TRAFILERIE OMECA S.R.L. is not bound by any requests for long-term supply unless these requests are explicitly accompanied by a detailed program of orders and order confirmations properly routed by the client and/or supplier. A long-term supply refers to a request made for multiple deliveries over time. A detailed program of orders and order confirmations must specify the type, quantity, and delivery times.

**7.2** Except as provided in Art. 7.1, the purchase forecasts of the client and the sales forecasts of the supplier are not binding on TRAFILERIE OMECA S.R.L.

In any case, TRAFILERIE OMECA S.R.L. reserves the right to more favorably adjust the prices of the current price list relative to the client's purchase forecasts.

## **8.0 LIABILITY, LIMITATIONS, AND PROHIBITION OF ASSIGNMENT OF CREDIT**

**8.1** The products are manufactured in compliance with the regulations in force at the place of manufacture; any specific requirement must be previously agreed upon in writing between the parties. The raw materials sold by the supplier must necessarily meet the requirements set by the production needs of TRAFILERIE OMECA S.R.L. and by national and international regulations.

**8.2** TRAFILERIE OMECA S.R.L. is not liable for direct and indirect damage to persons and/or property if the product defect that caused the damage did not exist at the time the product was transferred.

**8.3** Should TRAFILERIE OMECA S.R.L. be deemed liable for any damages caused by defects in its products, TRAFILERIE OMECA S.R.L. will only recognize actual physical injuries or personal injuries and damage to personal property. All other types of damage are excluded.

**8.4** With regard to damage to personal property, TRAFILERIE OMECA S.R.L. will recognize a maximum amount equal to the price paid by the customer for the purchase of the product for damages caused.

**8.5** Subject to statutory limits, TRAFILERIE OMECA S.R.L. is not responsible for the following:

- a. Compensation claims by the end user for acts or behaviors not attributable to the activities of TRAFILERIE OMECA S.R.L.
- b. Loss of profits, earnings, benefits, or any potential savings suffered by the client and attributable to the activities of TRAFILERIE OMECA S.R.L.
- c. Any other possible indirect, incidental, special, or other economic damage.

**8.6** The client shall indemnify TRAFILERIE OMECA S.R.L. from any damage claim due to improper use of the product and shall undertake to adequately insure every risk related to the products without any right of recourse against TRAFILERIE OMECA S.R.L..

**8.7** The transferability of credit arising from the purchase order to the supplier is excluded, unless the assignment has been previously agreed and authorized in writing.

## **9.0 REPORTING DEFECTS AND COMPLAINTS**

**9.1** Complaints regarding potential defects and faults in the products must be made exclusively in writing via registered mail with return receipt within 8 days from the receipt of the goods. The place of receipt is considered to be the final destination of the goods. The registered letter must clearly describe the nature of the defects and be accompanied by the necessary photographic references. Once these defects are confirmed, TRAFILERIE OMECA S.R.L. will commit to replacing, in whole or in part, the defective products, reserving the right to request the return of the contested items.

**9.2** In any case, complaints, for whatever reason raised, will not give the right to suspend payments for the supplies made by TRAFILERIE OMECA S.R.L.

**9.3** Defects and faults found by TRAFILERIE OMECA S.R.L. in the raw materials sold by suppliers will be reported in writing to the supplier via email, fax, or registered mail with return receipt within 8 days from the processing of the material or from the discovery thereof. These will lead to the suspension of payments for the supply until the replacement or partial reduction of the price.

## **10 CONTRACT TERMINATION**

**10.1** The contract shall terminate by operation of law, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the following cases: abandonment, interruption, or unjustified suspension by the client of the execution of the contract; decrease in the client's financial capacity or economic solvency, if such factors impact the regular fulfillment of the obligations arising therefrom; actions by the client or supplier that damage the image of TRAFILERIE OMECA S.R.L.; clear and objective non-fulfillment by the supplier of the obligations contractually assumed; violation by the supplier of anti-corruption laws (definitively established by the Judicial Authority) and the ethical principles internationally sanctioned regarding human and workers' rights present in the Corporate Ethical Code, which can be found on TRAFILERIE OMECA S.R.L.'s website ([www.officinaomeca.it](http://www.officinaomeca.it)).

**10.2** In the case referred to in paragraph 1 of this article, the contract shall be deemed terminated from the date of communication to the supplier of the reason for termination, without prejudice to the right to compensation for any damage suffered.

## **11.0 JURISDICTION AND COMPETENT FORUM**

**11.1** In the event of a dispute concerning the interpretation, validity, and effectiveness of this contract and its general conditions, the parties agree to submit the same to a mediation procedure of the Venice Arbitral Chamber, at the Chamber of Commerce of Venice.

Should it be impossible to undertake the mediation attempt or in case of failure to reach an agreement, the disputes will be settled through arbitration administered by the Venice Arbitral Chamber, according to its Regulations, to which is delegated the appointment of the Sole Arbitrator or of the Arbitral Tribunal. Should a cause of nullity or impossibility to carry out the arbitration procedure be detected, the parties agree to exclusively resort to the Court of Venice (Italy).

11.2 The order confirmation, the general conditions, and any modifications thereof are governed by Italian law.

11.3 In case of discrepancy in interpretation between the Italian version of the contract and general conditions and the translated version, the Italian version shall prevail in any case. It will be the only one to have legal value.

11.4 The client or seller is allowed to request the translation of these general conditions into the language they deem most suitable for their understanding.

**12.0 PRIVACY**

12.1 TRAFILERIE OMECA S.R.L., in compliance with the current Italian regulations (Legislative Decree 196/03 and subsequent updates), commits to processing the personal data communicated by the subjects and/or companies exclusively for the purposes necessary for the execution of the sales transactions. Such data shall not be communicated to any third parties outside of the sales relationship, except as necessary for the shipping and delivery of goods.

12.2 The client and/or supplier also commits to not disclosing to third parties or to any affiliated companies, without the explicit consent of TRAFILERIE OMECA S.R.L., any personal data and in particular data related to sales methods and business structure of TRAFILERIE OMECA S.R.L..

**13.0 REFERENCE**

13.1 For matters not provided for in these General Conditions of Contract, exclusive reference is made to the provisions of the Italian Civil Code.

Date .....

THE CLIENT AND/OR SUPPLIER (Stamp and signature)

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*Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the client and/or supplier declares to have read and to specifically approve in writing the following clauses:*

- 1. Scope of Application*
- 2. Conclusion of the Contract*
- 3. Delivery*
- 4. Prices and Payments*
- 6. Reserved Domain*
- 8. Liability, Limitations, And Prohibition Of Assignment Of Credit*
- 9. Reporting Defects and Complaints*
- 10. Termination of the Contract*
- 11. Jurisdiction and Competent Court*

Date..... THE CLIENT  
AND/OR SUPPLIER (Stamp and  
Signature)

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