

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 SCOPE OF APPLICATION

1.1 These "general terms and conditions" of 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 specified by particular conditions.

1.2 The term "particular conditions" refers to all conditions listed in the order confirmation. In case of multiple documents or counterproposals being sent, the latest document from TRAFILERIE OMECA S.R.L. shall prevail.

1.3 The partial invalidity of a clause in 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 discrepancy between these "general conditions" and those possibly provided by the client and/or supplier, the conditions established by TRAFILERIE OMECA S.R.L. shall prevail.

2.0 CONTRACT CONCLUSION

2.1 The sales process for the products of TRAFILERIE OMECA S.R.L. typically begins with the client's request for a "quote" sent via email or telephone. Following this, TRAFILERIE OMECA S.R.L. will promptly prepare and send an "offer" to the client via email or web portal to the addresses provided by the client. The stages described above do not constitute any contractual obligation for either the client or TRAFILERIE OMECA S.R.L.

2.2 If the "offer" prepared by TRAFILERIE OMECA S.R.L. meets the client's favor and interest, the client must submit an "order" containing all the necessary details to identify the products and quantities required, 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 that includes the quantities and products requested by the client, as well as any special contractual conditions, discounts, delivery terms, and risk transfer provisions for the sold goods, which will be communicated to the client using the aforementioned means.

The order confirmation must be signed and returned via email within 24 hours of sending; after this period, the confirmed order is considered accepted and binding for the parties. Order confirmations sent via email must be signed and returned by email within 24 hours, unless the party uses a digital signature.

2.3 Acceptance of the order confirmation also implies acceptance of the general terms and conditions of the contract. Any modification of the order confirmation requires the written consent of both parties.

2.4 The execution of the contract through conclusive actions implies the acceptance of both the particular and general conditions, even if not signed by the parties. Consent is deemed granted, in any case, based on the documents received by the parties until the first conclusive action has been effectively and validly carried out.

2.5 In case of purchase by TRAFILERIE OMECA S.R.L. of raw materials from suppliers, the same provisions described in these "general terms and conditions" for sales apply. Specifically, TRAFILERIE OMECA S.R.L., acting as the buyer, will request a quotation from the supplier for the supply of materials necessary for its operations. Upon receipt of the offer, if it meets the price and quality criteria, TRAFILERIE OMECA S.R.L. will place an order specifying the quantities of the products. The supplier must then send TRAFILERIE OMECA S.R.L. an order confirmation containing the quantities and products requested, along with any special contractual conditions, discounts, delivery terms, and risk transfer terms for the goods sold. If all the details in the order confirmation match TRAFILERIE OMECA S.R.L.'s requirements, TRAFILERIE OMECA S.R.L. will return it to the supplier duly stamped and signed. Otherwise, within 8 days of receiving the order confirmation from the supplier, TRAFILERIE OMECA S.R.L. will request a review of the data, products, and prices contained therein.

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

2.7 The client and/or supplier, unless expressly and previously permitted in writing, shall undertake not to use any distinctive sign, whether or not covered by proprietary rights, reference, transport material, or document originating from TRAFILERIE OMECA S.R.L. The client and/or supplier also undertake not to engage in behaviors that may harm the image and reputation of TRAFILERIE OMECA S.R.L., both concerning personal actions and those of third parties.

3.0 DELIVERY

3.1 Delivery terms are indicative and may vary depending on production needs; exceeding the deadline shall not entitle the client to request contract termination. In case of exceeding the deadline, TRAFILERIE OMECA S.R.L. shall provide written notice well in advance of the new delivery date.

3.2 Delivery terms applied by suppliers to TRAFILERIE OMECA S.R.L. must be clear and should not undergo significant changes whenever possible. The production and delivery needs of goods to TRAFILERIE OMECA S.R.L.'s clients are directly linked to adhering to these terms. In case of delays exceeding 3 working days beyond the specified deadline, TRAFILERIE OMECA S.R.L. reserves the right to request contract termination or a substantial reduction in the supply price. A penalty of 3% per day of delay will apply for supplier delays, without prejudice to the right to claim further damages.

3.3 The latest version of the *Incoterms* from the International Chamber of Commerce (ICC) in Paris applies only if explicitly referenced. Otherwise, the delivery terms specified in the order confirmation, whether accepted implicitly or through conclusive actions, shall prevail.

4.0 PRICES AND PAYMENTS

4.1 Unless otherwise agreed in writing, the prices of the products include packaging costs but exclude delivery costs. Any discounts and references to outdated or no longer valid price lists are to be considered specific conditions reserved for the recipient client of the order confirmation and not standard commercial practices. Any price adjustments (roundings, reductions, offsets, or otherwise) must be agreed upon and accepted in writing by both parties. Self-reductions in price are not permitted.

4.2 Payments shall be made exclusively to TRAFILERIE OMECA S.R.L.. Any monetary obligations must be fulfilled at TRAFILERIE OMECA S.R.L.'s headquarters in Gambarare di Mira (VE), Via Maestri del Lavoro n. 19, CAP 30034, unless otherwise indicated in specific conditions.

4.3 Payment terms are detailed in the specific conditions. In all cases of payment deferral, failure to pay a single installment results in forfeiture of the grace period, allowing TRAFILERIE OMECA S.R.L. to pursue the entire price without prior notice or demand for payment.

4.4 Price lists are in euros, are not contractual offers, and are valid for six months.

4.5 In the event of a price change in raw materials by 3% or more, TRAFILERIE OMECA S.R.L. will promptly notify the client in writing. Within 24 hours of notification, the client has the right to cancel the confirmed order in writing; otherwise, the change is deemed accepted.

4.6 If there is a price change in raw materials by 3% or more, the supplier must promptly notify TRAFILERIE OMECA S.R.L. in writing. TRAFILERIE OMECA S.R.L. has the right to cancel the confirmed order in writing within 5 working days of notification; otherwise, the change is deemed accepted.

5.0 CUSTOMIZED OR NON-STANDARD PRODUCTS

5.1 Customized (non-standard) products ordered by the client must be collected by the client no later than 60 days from the order or order confirmation date. With the first order of customized products, the client and/or supplier authorize TRAFILERIE OMECA S.R.L. to purchase minimum quantities of raw materials and packaging from its suppliers, even if they exceed the client's order. TRAFILERIE OMECA S.R.L. is not responsible for the loss, damage, or deterioration of ordered customized products not collected within the contractually agreed timeframe.

6.0 RETENTION OF TITLE

6.1 Goods are sold under retention of title until full payment of the price indicated on the invoice related to the delivered goods and any other incidental charges by the client.

6.2 The release of checks, bills of exchange, and transfers constitutes payment only upon successful clearance. In case of contract termination, TRAFILERIE OMECA S.R.L. may retain payments received as liquidated damages up to half of the price paid. TRAFILERIE OMECA S.R.L. reserves the right to claim additional damages suffered.

6.3 The client agrees to cooperate with TRAFILERIE OMECA S.R.L. as necessary to protect ownership rights over the products sold. Any resale to third parties under retention of title must be explicitly authorized in writing by TRAFILERIE OMECA S.R.L.. TRAFILERIE OMECA S.R.L. is authorized to undertake, at the client's expense, any formalities necessary to make the retention of title enforceable against third parties.

7.0 LONG-TERM SUPPLIES

7.1 TRAFILERIE OMECA S.R.L. shall not be bound by any requests for long-term supplies unless such requests are expressly accompanied by a detailed program of orders and order confirmations correctly submitted by the client and/or supplier. Long-term supply refers to a request made for multiple deliveries deferred over time. A detailed program of orders and order confirmations shall mean an order containing type, quantity, and delivery times.

7.2 Except as provided in Article 7.1, customer purchase forecasts and supplier sales forecasts are not binding on TRAFILERIE OMECA S.R.L.. In any case, TRAFILERIE OMECA S.R.L. reserves the right to more favorably modify the prices of the current price list in relation to customer purchase forecasts.

7.3 Upon specific request by the client, TRAFILERIE OMECA S.R.L. is available for the storage of the client's goods pending their collection. This temporary storage is free of charge within 30 days from the notification to the client of the availability for goods collection. After this period, TRAFILERIE OMECA S.R.L. will proceed with invoicing the order, and the cost for non-collection of the material is €150 per month per pallet. The client must collect all stored goods in their entirety, and TRAFILERIE OMECA S.R.L., except in cases of gross negligence or willful misconduct, assumes no responsibility for any damages resulting from the storage of the material.

8.0 LIABILITY, LIMITATIONS, AND PROHIBITION OF CREDIT ASSIGNMENT

8.1 Products are manufactured in compliance with the legislation in force at the place of manufacture; any specific requirements must be agreed in writing between the parties beforehand. Raw materials sold by the supplier must necessarily meet the requirements specified by the production needs of TRAFILERIE OMECA S.R.L. and national and international regulations.



8.2 TRAFILERIE OMECA S.R.L. is not liable for direct or indirect damages to persons and/or property if the defect in the product that caused the damage did not exist at the time of transfer of the product itself.

8.3 Where TRAFILERIE OMECA S.R.L. is held liable for damages caused by defects in its products, TRAFILERIE OMECA S.R.L. shall only compensate for physical injury or personal injury and damage to personal property. All other types of damages are excluded.

8.4 Regarding damages to personal property, TRAFILERIE OMECA S.R.L. shall compensate for the damage caused up to a maximum amount equal to the price paid by the customer for the purchase of the product.

8.5 Subject to legal limits, TRAFILERIE OMECA S.R.L. is not liable for the following:

a. Claims for compensation from end users for acts or behaviors not attributable to the activities of TRAFILERIE OMECA S.R.L.

b. Loss of profits, earnings, benefits, or any savings suffered by the customer attributable to the activities of TRAFILERIE OMECA S.R.L.

c. Any other indirect, incidental, special, or consequential economic damage.

8.6 The customer shall indemnify TRAFILERIE OMECA S.R.L. from any claims for damages due to improper use of the product and shall ensure all risks related to the products adequately without any right of recourse against TRAFILERIE OMECA S.R.L.

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

9.0 DEFECT CLAIMS AND COMPLAINTS

9.1 Claims regarding any defects and faults in the products must be made exclusively in writing via registered mail with return receipt requested within 8 days from receipt of the goods. The place of receipt is considered to be the final destination of the goods. The registered letter must clearly state the nature of the defects and be accompanied by necessary photographic references. Once these defects are verified, TRAFILERIE OMECA S.R.L. undertakes to replace all or part of the defective products, reserving the right to request the return of disputed items.

9.2 In any case, complaints, for any reason raised, do not entitle the suspension of payments for supplies made by TRAFILERIE OMECA S.R.L.

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

10.0 CONTRACT TERMINATION

10.1 The contract will be terminated automatically, pursuant to and for the effects provided by Article 1456 of the Civil Code, in the following cases: abandonment, interruption, or unjustified suspension by the client of the contract's performance; decrease in financial capacity or economic solvency by the client, if such factors affect the regular fulfillment of obligations arising therefrom; actions by the client or supplier damaging the image of O.ME.CA di Cavalletto Paolo S.r.l.; clear and objective breach by the supplier of contractual obligations; violation by the supplier of anti-corruption laws (definitively established by the Judicial Authority) and ethical principles established internationally concerning human rights and workers' rights as outlined in the Corporate Code of Ethics accessible through the TRAFILERIE OMECA S.R.L. website (www.officinaomeca.it).

10.2 In the event described in paragraph 1 of this article, the contract will be considered terminated from the date of communication to the supplier of the reason for termination, without prejudice to the right to claim compensation for any damage suffered.

11.0 JURISDICTION AND COMPETENT COURT

11.1 In case of dispute concerning the interpretation, validity, and effectiveness of this contract and its general conditions, the parties agree to submit it to mediation by the Arbitration Chamber of Venice, at the Chamber of Commerce of Venice. If mediation proves impossible or fails to reach an agreement, disputes shall be resolved through arbitration administered by the Arbitration Chamber of Venice, according to its Rules, which shall appoint the Sole Arbitrator or the Arbitral Tribunal. In the event that nullity or impossibility of arbitration proceedings is found, the parties agree to exclusively submit to the jurisdiction of the Court of Venice (Italy).

11.2 The order confirmation, general conditions, and any amendments thereto are governed by Italian law.

11.3 In case of discrepancy in interpretation between the Italian version of the contract and general conditions and a translated version, the Italian version shall prevail in all cases. It shall be the only version with legal validity.

11.4 The client or seller has the option to request the translation of these general conditions into the language they find most suitable for their understanding.

12.0 PRIVACY

12.1 TRAFILERIE OMECA S.R.L. undertakes, in compliance with current Italian legislation (Legislative Decree 196/03 and subsequent amendments), to process personal data provided by individuals and/or companies solely for the purposes necessary for the completion of sales operations. Such data shall not be communicated to any third parties outside the sales relationship, except as necessary for shipping and delivery operations.

12.2 The client and/or supplier also undertake not to disclose to third parties or any affiliated companies, without the explicit consent of TRAFILERIE OMECA S.R.L., any personal data, particularly data related to sales methods and the organizational structure of TRAFILERIE OMECA S.R.L.

13.0 REFERENCE

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

Date
 THE CLIENT AND/OR SUPPLIER (Stamp and signature)

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the client and/or supplier declares to have read and specifically approved in writing the following clauses:

- 1. Scope of application***
- 2. Conclusion of the contract***
- 3. Delivery***
- 4. Prices and payments***
- 6. Retention of title***
- 8. Liability, Limitations, and Prohibition of Credit Assignment***
- 9. Defect claims and complaints***
- 10. Contract termination***
- 11. Jurisdiction and competent court***

Date
 THE CLIENT AND/OR SUPPLIER (Stamp and signature)

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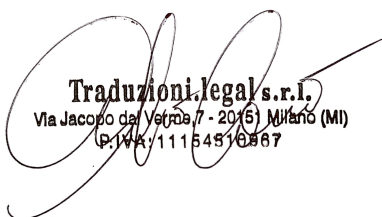
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I further certify that this document has been translated and proofread by qualified and competent Professionals in translation and text analysis. The procedure is carried out by complying with the highest International quality standards set forth in this certification report, which our agencies and translators have provided themselves with.

Signed


Traduzioni.legal s.r.l.
Via Jacopo da Veduggio, 7 - 20151 Milano (MI)
P.IVA 11154510367



www.certifiedtranslations.agency

Certified Translations Agency operates in Italy through the company Tradux owned by Canzio Oricchio, VAT No. 00997370143

email: info@certifiedtranslations.agency

tel. +39 02 94754790

mobile/whatsapp: +39 375 6208720

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