

GENERAL SALES CONDITIONS

1. Deliveries. The terms of delivery of the goods are specified in the document "Order Confirmation". Order confirmations shall be considered approved in all their parts by the Buyer if, within twenty-four hours from the date of issue, the latter has not sent any remarks in writing to S.A. Eredi Gnutti Metalli S.p.A. Delivery terms are intended as merely indicative and do not bind S.A. Eredi Gnutti Metalli S.p.A., excluding the possibility of a peremptory or essential deadline. Force majeure, fortuitous event and all exceptional events that may affect the regular order processing (such as, for example, mishaps in the processing and testing procedure, failures of furnaces and/or machinery in our factories, strikes, labor conflicts, lack and/or limitations of material and electricity, interruption of transportation, measures by Public Authorities as well as restrictions in imports and exports, state of alarm, mobilizations, pandemics, wars) will allow S. A. Eredi Gnutti Metalli S.p.A. to extend the delivery terms to an appropriate extent or, if the fulfillment of the order is jeopardized or made impossible, to withdraw totally or partially from the contract without the right of the Customer-Buyer to any compensation for any damages, direct or indirect, due to delivery delays or interruption or termination, partial or total, of the supply. It is in any case the right of S.A. Eredi Gnutti Metalli S.p.A. not to execute the order, even if confirmed, if the Customer-Buyer has become insolvent, even with reference to other supplies, or its patrimonial guarantees have decreased. The goods are understood to be sold ex our factory and travel, for all purposes, at the risk and peril of the Customer-Buyer who becomes the owner of the goods, even if processed or resold by the same, only upon full payment of the consideration due, but assumes all risks, including the risk of accidental loss of the product, from the moment of delivery to the carrier. From the moment of such delivery S.A. Eredi Gnutti Metalli S.p.A. is released from all liability inherent in the product.

2. Weight. The weight established in the invoice by S.A. Eredi Gnutti Metalli S.p.A. is decisive for weight control. The unit weight quoted is approximate and that of mass-produced supply pieces is understood to be susceptible to variations, plus or minus, of about 5% with respect to that of the sample pieces. Due to production necessity, manufactured quantities may vary by 10%, more or less, than the quantities specified in the order confirmation.

3. Payments. Delay in payment entitles S.A. Eredi Gnutti Metalli S.p.A. to temporary suspension of deliveries or cancellation of orders in progress. In case of delayed or non-payment, even partial, of the amounts due, default interest is due from the Customer-Buyer with effect and under the conditions provided for by Legislative Decree 9.10.2002 n.231 concerning late payment in commercial transactions. The Customer-Buyer shall not have the right to suspend or modify the payment in any way, even if a dispute has arisen between the parties for any reason whatsoever, be it with regard to guarantees.

4. Complaints and Returns. Any complaints about the delivered materials must be made in writing no later than 15 (fifteen) days from the date of shipment. Returns of goods will not be accepted unless previously agreed with S.A. Eredi Gnutti Metalli S.p.A. and only if previously authorized in writing by the latter.

5. Non-fulfilment of the Customer. If the Customer-Buyer fails to collect the goods within the agreed terms or does not put S.A. Eredi Gnutti Metalli S.p.A. in a condition to be able to make the delivery, and in any case of failure of the Customer-Buyer to fulfill its obligations, S.A. Eredi Gnutti Metalli S.p.A. shall have the right to recourse, for the satisfaction of its own credits, on the Customer-Buyer's materials by definitively withholding, or reselling at the current market price, the material sent to be transformed (or which for any reason is at S.A. Eredi Gnutti Metalli S.p.A.) and reclaiming the same, subject in any case to the right to otherwise protect its own rights and without prejudice to greater damages.

6. Personal Data Protection. By confirming your order, you expressly acknowledge that you have read the prospectus regarding the processing of personal data in accordance with EU Regulation 679/2016 published on the website www.eredignutti.it.

7. Others. Any dispute and controversy regarding the interpretation, execution and termination of these Conditions and more generally relating to the contract, will be governed by Italian law and will be devolved to the exclusive jurisdiction of the Court of Brescia. These Conditions, available on the website www.eredignutti.it, are an integral part of all sales contracts concluded by S.A. Eredi Gnutti Metalli S.p.A. and are understood to be acknowledged and accepted without reservation by the Customer-Buyer. Any additions or changes to the general conditions of sale will be valid only if agreed in writing between the parties.

8. Organization and Management Model ex Legislative Decree 231/2001 and Code of Ethics. The Supplier declares that he is familiar with both the Organization and Management Model ex D.Lgs. N. 231/2001 (MOG) and the Code of Ethics adopted by S.A. Eredi Gnutti Metalli S.p.A., which are available and freely consultable on the website: www.egredignutti.it and undertakes to behave in accordance with the provisions of the Decree itself and the said Code of Ethics, refraining from committing unlawful conduct.