

ANNEX 2-B – GENERAL TERMS AND CONDITIONS OF SALE

1 SELLING FEE:

- 1.1 Each commission is assumed in accordance with all our general terms and conditions of sale, without exception. Any condition entered by the buyer on the order, in contrast with the general terms and conditions of sale of **ALUBREMEN S.R.L.**, is considered invalid. Any condition agreed verbally or by telephone has no value unless confirmed in writing by **ALUBREMEN S.R.L.** The contract is considered concluded "subject to the approval of the company", which may accept it at its sole discretion.

2 DELIVERY

- 2.1 Delivery terms are always ordering and are never peremptory. The term expressed in days indicates working days in accordance with the law and collective bargaining agreement. In the event of inefficiencies, difficulties in the supply of raw materials, breakdowns in our. Interruption of activity at our production sites, difficult weather conditions and in any other case of force majeure, these deadlines are extended in proportion to the continuation of such events.
- 2.2 Delivery terms run from the day on which the order is fully completed in all respects, including formal ones, including the sending of the expected advances.
- 2.3 Any suspension or delay caused by the buyer, even if of very short duration, is grounds for forfeiture of delivery terms. In this case, delivery will take place within the terms established at our sole discretion compatibly with the needs of **ALUBREMEN S.R.L.**'s production. Late deliveries do not entitle the customer to cancel the order or to claim compensation for any reason.

3 TRANSPORT AND RISK IN TRANSPORT

- 3.1 The goods travel on behalf and at the risk of the customer even if sold free of charge: packaging and transport costs are at the customer's expense.

4 COMPLAINTS

- 4.1 Any claims for lack of weight or damage, and/or damage to the products, must be made to the carrier before collecting the goods. If no complaint is made for defects within eight days of receipt of the goods, the goods will be considered definitively accepted. The complaint must be sent to **ALUBREMEN S.R.L.** in writing and must indicate the reference number of this document.

5 PRICE PAYMENT:

- 5.1 Unless otherwise agreed, payments must be made directly to the address of **ALUBREMEN S.R.L.**, within the terms indicated in the **ALUBREMEN S.R.L.** order confirmation commission. Any acceptance of bills of exchange on account of payment is always subject to the successful completion of the same and, as for the issue of drafts, may not in any case imply novation or any other change to the contractual conditions.

- 5.2 On the amount of late payments, interest at the default rate pursuant to Article 5 of Legislative Decree 231/02 accrued and maturing from the deadline indicated in the invoice to actual satisfaction shall automatically run from the day of the respective due dates, without any formal declaration of default.

- 5.3 The payment of the individual instalments, possibly agreed in writing, cannot be deferred for any reason or under any exception. In particular, any disputes over the supply do not authorize the customer to delay payments beyond the agreed terms, which are intended to be peremptory and essential. In the event of payment by instalments, the contract shall be considered ipso jure terminated in the event of non-payment of even a single instalment.

- 5.4 The customer will also be responsible for all expenses incurred by **ALUBREMEN S.R.L.** due to the customer's non-compliance. The customer may not propose actions or oppose exceptions, if he is not up to date with the timely and exact payment of the price. Any actions, exceptions or complaints by the customer do not suspend the obligation to pay the price in the manner and according to the agreed deadlines.

6 CREDITWORTHINESS OF THE PRINCIPAL:

- 6.1 Reasonable doubts about the solvency of the customer and in all cases of change of the same: incapacity, bankruptcy, suspension of payments, dissolution or modification of the company, give the right and right to **ALUBREMEN S.R.L.** to cancel the contract or demand further guarantees.

7 WARRANTIES

- 7.1 In the event of failure to contest the complaint referred to in Article 4 above, **ALUBREMEN S.R.L.** will only guarantee the replacement of the goods supplied free of charge. **ALUBREMEN S.R.L.** does not assume any liability for damages resulting from the inexperience and negligence of the customer or his employees or resulting from any use of the goods supplied.

8 PENALTY CLAUSE:

- 8.1 If the buyer cancels the contract or refuses to receive the goods subject to the commission, in addition to losing the advance amount, he must pay **ALUBREMEN S.R.L.**, as a penalty pursuant to art. 1382 of the Italian Civil Code, a sum equal to 50% of the agreed price for the purchase of the same goods.

9 WEIGHTS, DIMENSIONS, TECHNICAL DATA AND PROJECTS CARRIED OUT:

- 9.1 The drawings, illustrations, weight data, dimensions, yields and hardness required with the order sent to **ALUBREMEN S.R.L.** cannot be the cause of claims by the customer, if **ALUBREMEN S.R.L.** has not accepted them in writing. In any case, if experience and processing requirements so recommend, **ALUBREMEN S.R.L.** may make slight changes to the data and elements of the supply that are not the subject of a particular agreed commitment, without any objection being raised by the customer.

10 ACCEPTANCE OF CLAUSES:

- 10.1 The commission, order confirmation, packing slip or transport document, acceptance of the invoice, are valid as explicit full acceptance of our general terms and conditions of sale both individually and as a whole. The signature affixed to the commission, order confirmation or transport document or invoice sent by the recipient is a declaration of knowledge of our general terms and conditions of sale.

11 TERMINATION CLAUSE:

- 11.1 Failure by the Client to comply with any of the obligations contained in these General Terms and Conditions of Sale, and in particular in Art. 3, 4, 5, 6, will constitute cause for termination of the contract pursuant to art. 1453 CC.

12 SUSPENSION OF SUPPLIES:

- 12.1 In the event of changes in the financial conditions of the client pursuant to art. 1461 of the Italian Civil Code, or if the same does not comply with one of the supply clauses, the Seller will suspend the supply.

13 RESERVATION OF TITLE AGREEMENT:

- 13.1 The sale of the materials is expressly agreed with the reservation of title in favor of the seller pursuant to art. 1523 of the Italian Civil Code and following; therefore, by way of derogation from art. 934 CC, the materials supplied remain the property of the Seller until payment of the full price and any surcharge and any accessories and extras and in any case until installation. Settlement of bills of exchange, even subsequently, renewal of bills of exchange, even non-contractual ones, do not constitute innovation and do not in any way affect the retention of title.

14 DISPUTES:

- 14.1 For all legal purposes and hereby, the customer, even if a citizen of a foreign country and also for supplies made abroad, accepts the jurisdiction of the Judicial Authority of Vicenza, subject to the Mediation procedure pursuant to Legislative Decree no. 28/2010, even if the order or contract is stipulated elsewhere or through Travellers, Agents or Representatives and whatever the agreed means of payment.

15 NOTIFICATION OF NON-CONFORMANCE AND PRIOR APPROVAL

- 15.1 The Customer is required to promptly notify **ALUBREMEN S.R.L.** **within and no later than 8 working days.** This communication must be made in writing, with a detailed description of the nature of the non-conformity, before proceeding with any subsequent processing or shipment of the material. The Customer undertakes not to proceed with the subsequent processing phases or with the shipment until the receipt of express written approval from **ALUBREMEN S.R.L.** Any actions taken in the absence of such authorization are at the Client's own risk and responsibility.