

FT TRADECOM S.R.L. GENERAL SALE CONDITIONS

1) All Sales are disciplined by the present General Sale Conditions

1.1) All sales that will be made by FT Tradecom S.r.l., with registered seat in Fano (PU), Via della Giustizia 10b - Italy - VAT No. 02598070411 (hereinafter also "FT" or "SELLER"), in any way executed, are governed by the following General Sale Conditions, even when not expressly referred to in the offer, order or order confirmation.

1.2) In the event of any conflict between these General Sale Conditions and any conditions and/or terms contained in the offer submitted by FT or in the order confirmation issued by FT, the latter shall prevail.

2) Order Requests - Orders

2.1) FT is not obliged to accept, confirm or execute order requests transmitted by the customer.

2.2) If fully accepted by FT, the order requests transmitted by the customer generate an order confirmation which is sent to the customer.

2.3) In the event FT fails to send the order confirmation to the customer, the issuance of the invoice or the execution of the order request by FT shall be deemed as acceptance.

2.4) Order requests confirmed or even only executed by FT shall not be cancelled by the customer without FT's consent.

3) Offers – Agents - Intermediaries

3.1) All offers made by FT are subject to these General Sale Conditions.

3.2) Unless otherwise agreed, offers sent by FT are valid for 1(one) day from the date of their sending.

3.3) Agents and intermediaries may not bind FT. Any conditions proposed by FT's agents or intermediaries shall be null and void if not reported in FT's offer and/or order confirmation.

4) Terms of delivery

4.1) FT shall deliver the goods to the customer according to the ICC Incoterms 2020 delivery term specified in the order confirmation.

4.2) FT may perform partial and successive product deliveries.

4.3) FT reserves the right to deliver the goods with a variation in terms of quantity or weight of up to 10% over or under, without this constituting a source of any liability on its part. In case of partial and successive deliveries, the variation in excess or in defect may concern the quantity of goods purchased in total or per single shipment.

4.4) The delivery terms will be those indicated in the order confirmation.

4.5) FT shall do its utmost to respect the agreed delivery terms. In any case, shipment or delivery times and dates are only indicative and not binding for FT. In the event of delay in delivery, the customer shall not be entitled to suspend payments. Customer's right to set-off/retain sums by way of compensation is also excluded. Except in the event of fraud or gross negligence, FT shall not be liable to the customer or to any third party for any damage caused directly or indirectly by delay in delivery.

4.6) In the event of delays due to a fact attributable to the customer or to force majeure, FT may extend its own delivery times according to its own commercial or procurement needs and the customer shall be obliged to indemnify FT for any damages that may derive therefrom (e.g. expenses for increase in the price of the raw material, expenses for storage, expenses for disposal etc.). The customer shall likewise be obliged to indemnify FT in the event of failure to collect the goods or of untimely request for postponement of the collection date if the goods are ready for delivery.

5) Prices and payment terms

5.1) Prices applied by FT shall be intended according to the ICC Incoterms 2020 delivery term specified in the order confirmation.

5.2) FT shall be entitled to modify unilaterally, without notice and with immediate effect, its price list.

5.3) Unless otherwise agreed, payments shall be made by the customer by bank transfer under the terms specified in the order confirmation.

5.4) Unless otherwise agreed, the payment terms agreed or used by the parties for previous sales will extend to subsequent sales. Unless otherwise agreed, payment in advance does not entitle to a discount.



5.5) Automatic set-off between FT's credits and any credits of the customer is not permitted unless agreed in writing by the parties.

5.6) Delay in any of the payments indicated in point 5.3 will automatically and proportionally extend the deadline for delivery of the goods.

5.7) The delay of any payment authorizes, also cumulatively where possible, FT to:

- (a) Suspend the processing or delivery of the relevant sales contract and any other order;
- (b) Require immediate payment from the customer of all outstanding amounts, if still due;
- (c) Receive interest at the rate set out in Directive 2011/7/EU and bank charges resulting from late payment;
- (d) Consider revoked any discounts granted to the customer;
- (e) Cancel any order, even if confirmed;
- (f) Enforce the right of ownership as detailed in Art. 7 below.

6) Change in customer's creditworthiness or solvency

6.1) In the event of a change in the customer's creditworthiness or in the presence of circumstances that make its solvency uncertain, FT shall be entitled, without prior formal notice, to

- (a) exercise all rights provided for in the event of the customer's late payment set forth in clause 5.7); and/or
- (b) withhold the amount of all down payments received until full payment of what is due; and/or
- (c) unilaterally change the payment terms specified in the order confirmation.

7) Retention of title

7.1) The products supplied shall remain FT's property until FT has received actual and full payment. Without prejudice to this retention of title, FT shall authorize the customer from the moment of delivery to process, transform, mix, melt or incorporate the goods.

7.2) Where permitted by the laws of the place where the customer has its registered office, or by the laws of the place of destination of the goods, FT's right of ownership on the products shall also extend to the goods resulting from the working, processing, mixing, melting or incorporation of the products. In case of mixing, melting or incorporation of the products with other materials, FT's property right on the products shall extend to the fruit of the mixing, fusion or incorporation for the value of the products resulting from the invoice, in proportion to the value of the other materials used in the mixing, fusion or incorporation.

7.3) To the extent permitted by the laws of the place where the customer has its registered office, or of the place of destination of the goods, FT's property title to the products shall also extend to the fruits of the alienation or transfer for any reason of the products, as well as to the fruits of the alienation or transfer for any reason of the goods derived from the processing, transformation, mixing, fusion or incorporation of the products.

7.4) In the event of seizure by a third party of the goods subject to retention of title, the customer shall inform the third party of FT's ownership and inform FT without delay.

7.5) The retention of title shall also include the following:

- (a) FT shall be entitled to enter the premises where the goods subject to retention of title are located, to regain possession of the reserved goods and to retain any instalments already paid by the customer;
- (b) FT's exercise of its right to repossess the goods subject to retention of title shall not constitute, and shall not be construed as, cancellation or termination of the sales contract, unless FT expressly states its intention to cancel or terminate the sales contract;
- (c) the return of the Products due to the customer's non-payment shall entitle FT to claim all costs and charges due to the customer's inability to resell the products or their depreciation.

8) Warranty

8.1) FT warrants that the products shall conform to any technical specifications contained in the product description documents provided to the customer by FT and shall be free from defects.

8.2) The warranty period is 1 (one) month from delivery. The customer shall examine the products and report in writing any defects or lack of conformity within 8 (eight) days from delivery. Hidden defects must be reported in writing within 8 (eight) days of discovery and, in any case, within the warranty period. The report of defect and/or fault must always include a report containing a detailed written description and photographs of the defect or fault. The customer loses the right to warranty if he does not report the defects within the above terms.

8.3) The reporting of, flaws, defects and damages does not entitle the customer to suspend payments in relation to the disputed products.

8.4) FT shall be entitled to enter the customer's premises in order to inspect the goods and verify the contested defects.



8.5) FT's warranty is limited to the replacement of the product. The replaced product shall be supplied by FT according to the Incoterms 2020 ICC delivery term specified by FT. The customer agrees to make available the defective or faulty products being returned in a place easily reachable by the shippers/carriers usually employed by FT. Therefore, the parties undertake to cooperate in order to identify the place where the return will take place. The return of the flawed or defective products, in the manner described in this article, is a condition precedent to the exercise of the right of guarantee. If the customer has acquired ownership of the defective or faulty goods, FT shall reacquire the property right to such goods upon return. Where replacement of the products is not possible or where even the replaced products are flawed or defective, the customer shall be entitled to a reduction in price.

8.6) The warranty set forth in this article defines all of customer's warranty rights and any other remedy or right is expressly excluded.

8.7) This warranty supersedes any other legal warranty and any liability - except in the event of fraud or gross negligence and except as provided in art. 9 letter a) below. - of FT (contractual or extra-contractual) which may in any way arise from or relate to the products (e.g., damages, loss of profit, etc.) is expressly excluded.

8.8) FT shall in no event be liable for any loss or damage arising in whole or in part from the customer's negligence or from the customer's incorrect use or storage of the products. The same shall apply to any problem caused by events beyond FT's control or by a force majeure event. In particular, the warranty shall not operate with respect to those products whose defects are due to:

(a) damage caused during transportation or damage from improper storage;

(b) negligent or improper use of the products;

(c) failure to comply with FT's instructions relating to the handling, storage, maintenance, and preservation of the products;

(d) processing, transformation, mixing, merger or incorporation of the products without FT's prior consent;

(e) any processing, transformation, mixing, merger or incorporation of the products by the customer contrary to the rules of art, technique or FT's instructions.

FT shall in no event be held liable for any defects of the products which may be claimed by the customer who has sold or transferred to third parties the use of the products for any reason whatsoever without FT's prior authorization.

9) Limitation or exclusion of liability

9.1) In any case of breach of the single sale contract, (including, without limitation, delay in delivery, non-delivery, any defects or faults in the products etc.) and except in the case of fraud or gross negligence

(a) FT's liability for direct damages shall be expressly limited to the price of the products indicated on the invoice whose delivery is delayed or omitted, which have defects or flaws etc.

b) FT shall never be liable to the customer for indirect and/or consequential damages (including, without limitation, loss of profits, loss of production, loss of business, loss of goodwill or customers, suspension of business etc.).

(c) in any event the customer shall use all reasonable endeavors to mitigate any losses incurred which may be the subject of a claim by the customer against FT.

10) Force Majeure

10.1) FT shall not be liable to the customer for any breach of contract resulting from force majeure, for the duration of the force majeure and insofar as it affects the performance of the contractual obligations.

10.2) Force Majeure shall mean any impediment relating to the sale, manufacture, supply, transportation or delivery of the products including, without limitation, earthquakes, fires, floods, landslides, tidal waves, typhoons, epidemics, famine, transportation disruptions, explosions, lockouts, sabotage, strikes, wars, riots, non-delivery or delayed delivery by suppliers, bankruptcy of suppliers, shortage in the supply of energy or raw material, sanctions or legal measures taken by national or foreign authorities for which FT has no responsibility.

10.3) FT shall promptly inform the customer in the event of the occurrence of a force majeure event preventing the fulfilment of the contractual obligations.

10.4) Should the force majeure prevent compliance with only part of the contractual obligations, the sale contract shall nevertheless be deemed valid for the remaining part.

11) Import – Export Regulations

11.1) Some products may be subject to foreign, European or national regulations applicable for import and export. Where necessary due to the nature of the individual sales contract, the customer undertakes to provide FT with all documents required by the competent authorities, to inform FT of the need to have particular certifications and/or to comply with particular regulations for the importation of the products and to assist FT in order to obtain the required export documents. FT cannot be held responsible if an export license is not granted or is subsequently withdrawn.

12) Applicable law and jurisdiction

12.1) All sales made by FT are governed by Italian law excluding the body of rules concerning the conflict of laws and the Vienna Convention of 1980 on the international sale of goods.

12.2) In the event of a dispute on the interpretation or execution of these General Sale Conditions and/or on all orders, order confirmations and/or sale contracts FT and/or the customer shall attempt an initial amicable settlement before a third and impartial mediator identified among the lists of mediators specialized in international matters registered with the Conciliation Chamber set up at the Chamber of Arbitration of Milan.

12.3) If mediation is unsuccessful, all the disputes arising out of, or in connection with, these General Sales Conditions (including, without limitation, its interpretation, validity, performance, enforceability, breach or termination) or anyway connected or linked to the relationship between the parties that is regulated by these General Sales Conditions shall be submitted to the decision of a sole arbitrator and shall be finally settled under the Rules of the National and International Arbitration of the Arbitration Chamber of Milan, which the parties represent to know. The arbitration shall be appointed in accordance with such Rules. The arbitrator will decide according to the Italian Law (“arbitrato di diritto”) and will read and write English properly. The arbitration will take place in Milan and the hearings shall be held in Milan and will be conducted in the English language.

12.4) It is, however, granted only in favour of FT, the unconditional right to start legal proceedings, as plaintiff, before the ordinary Italian judicial court. If FT decides to start a legal proceeding before the ordinary Italian judicial court, the court of Pesaro (PU), Italy, shall have exclusive jurisdiction.

13) Validity of these General Sale Conditions

13.1) The customer is considered a well-informed professional who is familiar with these general sale conditions. These General Sale Conditions cancel and replace all previous documents or conditions to the contrary.

13.2) If in the order request, order or other document the customer has provided for the application of his own general conditions of purchase or other contrary rules to what is stated in these General Sale Conditions, the latter will prevail and continue to apply even if FT has not objected to rules proposed by customer.

The customer declares to have read and expressly accept, pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the following articles contained in the General Sale Conditions: art. 4 – Terms of delivery; art. 5 - Prices and payment terms; , art. 6 - Change in customer’s creditworthiness or solvency; art. 7 - Retention of title; art. 8 - Warranty; art. 9 Limitation or exclusion of liability; art. 10 - Force majeure; art. 12 - Applicable law and jurisdiction; art. 13 Validity of these General Sale Conditions.

FOR ACCEPTANCE

_____ (Signature of the buyer).