

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY****Art. 1 – ORDERS**

- 1.1 The order implies acceptance by the Buyer of these general conditions of sale and supply in their entirety to which no derogation is allowed, unless otherwise agreed in writing.
- 1.2 All verbal agreements must always be confirmed in writing for them to take effect.
- 1.3 Once the order is signed by both parties, it will be considered irrevocable, therefore it can no longer be cancelled or modified and EUROSILOS SIRP S.R.L. will start the execution of the same.
- 1.4 EUROSILOS SIRP S.R.L. does not accept orders that involve predetermined penalties or damages against him.
- 1.5 The conformity of the Products to samples and/or illustrations present in the price lists, catalogues or similar documents must not be construed in a mandatory sense. In particular, the aesthetic appearance of the Products may present differences with respect to samples in possession and/or images present in the aforementioned documentation.
- 1.6 Furthermore, also with respect to the data and information provided in the aforementioned documentation, the Seller reserves the right to make all improvements and modifications to its Products, including aesthetic ones, deemed appropriate or necessary, without the Buyer being able to raise any objections or has the right to cancel any orders and / or claim compensation and / or request reduction of the agreed price

**Art. 2 – PRICES**

- 2.1 The sales prices are, unless otherwise agreed in writing, those of the current price list at the time of the order, to which must be added the VAT, if due, and any other present and future tax charges payable by the Buyer.
- 2.2. EUROSILOS SIRP S.R.L. has the right to change at any time, upon notice, the prices shown in the price list itself, should there be increases in raw materials and labor, or for reasons relating to particular currency events.
- 2.3 Unless otherwise agreed in writing, the prices are intended net, for goods returned EX WORKS Incoterms 2020 at the headquarters of EUROSILOS SIRP S.R.L.
- 2.4 The prices therefore do not include any ancillary costs (transport, packaging, unloading goods, commissioning, etc.).

**Art. 3 – DELIVERY AND TERMS**

- 3.1 The place of material delivery of the Products, unless otherwise specified in the purchase contract, is EX WORKS Incoterms 2020 at the EUROSILOS SIRP S.R.L. in Isorella (BS), via I Maggio 58/60.
- 3.2 The delivery date or time indicated on the purchase contract must be considered as indicative and not binding. The days indicated are intended as working days.
- 3.3 The delivery date or time indicated on the purchase contract must be considered as indicative and not binding. The days indicated are intended as working days.
- 3.4 Any delays in delivery will not give the right to indemnity and / or compensation of any kind.
- 3.5 In case of delay, the Buyer must assign a reasonable time to the Seller and in any case not less than 30 (thirty) working days, to proceed with the delivery of the Products.
- 3.6 EUROSILOS SIRP S.R.L. has the right to suspend deliveries if news is received such as to cast doubt on the solvency of the Buyer or in the event that the latter has not fully paid the balance of previous supplies or in the event that the Buyer makes claims for compensation or compensation for other reasons as well.

**Art. 4 – SPECIAL CONDITIONS OF SUPPLY**

- 4.1 The building works and electrical connections necessary for the delivery and, where applicable, installation of the Products are always the responsibility of the Buyer. EUROSILOS SIRP S.R.L. is not responsible for damages deriving from the failure, delay or inadequate preparation of the support bases for the silos and the equipment supplied. EUROSILOS SIRP S.R.L. is also not responsible for damage resulting from imperfect electrical connections and the failure to prepare (always at the expense of the Buyer) of the systems and their compliance with the legislation in force in the place of installation.
- 4.2 The installation of the Products is the responsibility of the Buyer, who assumes all inherent responsibility.

**Art. 5 – SHIPMENTS AND COMPLAINTS**

- 5.1 Without prejudice to the provisions of point 3 for the material delivery of the Products, the shipment can be organized, upon specific agreement, by EUROSILOS SIRP SRL: in this case, shipments are always made in the name and on behalf of the Purchaser and at his expense and risk: in the absence of your instructions, the shipment will be organized by the means deemed most appropriate by the Seller.
- 5.2 Without prejudice to the provisions of point 3 for the material delivery of the Products, the shipment can be organized, upon specific agreement, by EUROSILOS SIRP SRL: in this case, shipments are always made in the name and

on behalf of the Purchaser and at his expense and risk: in the absence of your instructions, the shipment will be organized by the means deemed most appropriate by the Seller.

- 5.3 Even in the case of shipments other than EX WORKS Incoterms 2020, the Buyer assumes all transport risks from the time of delivery, which has a release effect on the Seller: the Products travel at the Buyer's total risk.
- 5.4 The Products are insured during transport only at the Buyer's explicit and timely request and the costs are at his expense.
- 5.5 The only person responsible for the transport is the carrier, towards which any actions or complaints by the Buyer must therefore be exercised.
- 5.6 Any complaints for breakages, deterioration, tampering or deficiencies must be reported to the carrier within the terms of the law, giving the Seller appropriate knowledge.
- 5.7 Returns may be made to EUROSILOS SIRP S.R.L. only by written agreement between the Parties and only with carriage paid.
- 5.8 Partial shipments are allowed.
- 5.9 The delivery terms indicated in the purchase contract do not bind the Seller for any direct or indirect damage due to delivery delays.

**Art. 6 - PAYMENTS**

- 6.1 The terms of payment are those agreed in writing in the purchase contract and the terms of payment must be duly respected.
- 6.2 Any complaints or disputes do not entitle the Purchaser to suspend or in any case delay payments for the disputed Products, nor, much less, for other supplies. More generally, no action or exception may be carried out or opposed by the Purchaser except after the full payment of the Products for which this dispute or exception is intended to be carried out.
- 6.3 In the event of non-compliance with the payment terms, the Buyer will have to pay interest on the overdue amounts calculated to the extent provided for by Legislative Decree no. 231 of 09.10.2002 and subsequent amendments, starting from the day following the payment due date and up to the effective balance of the price.
- 6.4 The costs for the issue of bills are borne by the Buyer.
- 6.5 If an installment payment is agreed between the Parties, the non-fulfillment of a single deadline will result in the forfeiture of the benefit of the term and will authorize EUROSILOS SIRP to immediately demand and request payment of the total.
- 6.6. In case of failure to collect the Products, any deposit paid will be collected by EUROSILOS SIRP S.R.L. by way of damages predetermined to this extent, without prejudice to the right to ask for greater damage.
- 6.7 No person is authorized to receive payments on behalf of EUROSILOS SIRP S.R.L. if not in possession of a letter of authorization stamped and signed by EUROSILOS SIRP S.R.L. and upon notice to the Buyer.
- 6.8 Each order is considered, for the purposes of payment, independent of other orders.

**Art. 7 - RESERVE OF TITLE AND INSURANCE**

- 7.1 EUROSILOS SIRP S.R.L. retains ownership of the Products until full payment is made.
- 7.2 From the date of delivery, the risks and consequences arising from any theft, fire, unforeseeable circumstances, damage to persons, property or other are borne by the Purchaser; even if such an event occurs, the Buyer himself undertakes to continue with the agreed payments.
- 7.3 The Purchaser undertakes, up to the full payment of the agreed price, not to sell or transfer to third parties or to transfer possession, for any reason, or to modify, even in part, the Products without the written consent of EUROSILOS SIRP S.R.L.
- 7.4 Where it is foreseen in the single order that the Buyer is obliged to enter into an insurance contract, it is understood that this insurance must indicate EUROSILOS SIRP SRL as the exclusive beneficiary, cover the full price of the Products and guarantee against the following risks: total or partial perishing, damage, even as a result of failure or incorrect use, storage and maintenance by the Buyer or third parties, destruction, theft, fire, flood, fortuitous events, even caused by third parties].

**Art. 8 – INSPECTION AND REPORTING OF DEFECTS**

- 8.1 The Products purchased must be verified and checked upon arrival for their compliance with the order. Any discrepancies concerning the quantity, species or type of the Products supplied as well as any complaints concerning the external characteristics of the Products must always be reported in writing within a maximum period of 8 (eight) days from their receipt, citing all the details for an immediate control, under penalty of forfeiture of all rights.

After this deadline, the Products will be considered accepted for all purposes; in addition, the use and / or installation of the Products with obvious defects excludes the possibility of disputes or complaints regarding the defects themselves.

8.2 The defects or faults of the Products, which cannot be ascertained on the basis of diligent external verification of the same, must be reported in writing to the Seller, under penalty of forfeiture, within 8 (eight) days of their discovery, and in any case no later than the deadline. guarantee provided for in art. 9.

8.3 The report of defects, both visible and hidden, must contain, under penalty of forfeiture, a precise and detailed description of the alleged defects, with the attachment of photographic or instrumental supporting documentation. The Products object of the dispute must always be made available to the Seller's representatives for their verification.

8.4 The costs for transport, packaging, labor costs for the replacement of parts and for any inspections are borne by the Buyer, unless the outcome of the investigations is found to be defective or non-compliant.

#### **Art. 9 – WARRANTY AND REMEDIES**

9.1 On the assumption that the payment terms are observed, EUROSILOS S.I.R.P. offers the Buyer (unless otherwise agreed in writing), for the parts of its construction, a maximum guarantee of 12 (twelve) months from the date of their delivery and limited to the parts not built in the EUROSILOS S.I.R.P. S.R.L.

9.2 Repairs under warranty must only be carried out by specialized EUROSILOS S.I.R.P. S.R.L. personnel or by specialized personnel authorized by the Seller; the warranty concerns the replacement of parts or pieces with manufacturing defects and immediately expires if the Products are modified, disassembled or repaired by anyone who is not a person authorized by the company EUROSILOS S.I.R.P. S.R.L.

9.3 If a part or piece of the Products is found to be defective, it is necessary to immediately notify the manufacturer or its local dealer and send the piece in question to the EUROSILOS S.I.R.P. S.R.L. no later than 30 (thirty) days from the date of the breakdown; the same office will give unquestionable judgment on the defect or malfunction of the piece.

9.4 The disputes will not result in the resolution of the single order but, at the Seller's discretion, the repair or free replacement of the Products found to be defective, after returning them., Unless otherwise decided due to objective reasons of inability to adopt one of the remedies provided above.

9.5 Except in cases of willful misconduct or gross negligence, the foregoing excludes any other liability of the Seller in any case originating from the Products supplied or from their resale. In particular, no compensation and / or indemnity can be claimed for damages, direct or indirect, of any nature deriving from the lack of or limited use of the Products.

9.6 Without prejudice to the foregoing, even in the event of willful misconduct or gross negligence, no compensation and / or indemnity can be claimed for damages such as loss of earnings, damage to image ...

9.7 All parts which by nature or destination are subject to deterioration, wear and tear, or to damage deriving from incorrect or negligent treatment, from excessive exploitation, from inexperience or poor maintenance, as well as from use of the machine with products other than those for which it was built.

9.8 The Purchaser will not be entitled to any compensation or indemnity for expenses, accidents, direct and indirect consequential damages and / or deriving from defects and / or defects, as well as from repairs, replacements and / or eliminations of the same for the time during which the Products will be unusable due to the warranty intervention.

The replaced parts remain the property of the Seller and must be returned carriage paid to the same by the Buyer.

9.9 All transport relating to operations performed under warranty takes place at the expense, risk and peril of the Purchaser.

9.10 Any disputes regarding a single delivery do not exempt the Buyer from the obligation to collect the remaining quantity of Products required by the specific order, or from other orders distinct from the one in question.

9.11 Failure to comply with the agreed payment terms will result in the suspension of the warranty and therefore the forfeiture of the Buyer's right to any complaints.

9.12 The action for the above is prescribed, however, within 6 (six) months of discovery.

#### **Art. 10 - REASONS OF FORCE MAJEURE**

10.1. The Seller cannot be held responsible for the non-fulfillment, even partial, of one of its obligations if it is declared or proves that the non-fulfillment is due to an impediment that does not depend on his control; that they could not reasonably be required to foresee, at the time of the conclusion of the order, the presence of this impediment and its effects on the ability to perform their obligations; and that they could not reasonably have avoided or overcome this impediment or its effects.

10.2. The person who invokes the exemption from liability is required to notify the counterparty, as soon as possible, and immediately after becoming aware of the impediment and its effects on its ability to perform its obligations, the existence of the impediment, as well as the effects of the same on its ability to meet its commitments. A similar communication must be given as soon as the cause for exemption from liability ceases. Anyone who omits one or the other communication will be responsible for any damage that could otherwise have been avoided.

10.3. In any case, if the reasons for exemption continue to exist for a period longer than ..... (days / weeks / months), the Seller will have the right to

terminate the contractual relationship by means of written communication to the Buyer, excluding that in this case any additional charges or rights arise / arise for any of the parties.

#### **Art. 11 – DISPUTES**

11.1 All disputes, whether of a contractual or non-contractual nature, arising, relating and in any case connected to the sales stipulated between EUROSILOS S.I.R.P. S.R.L. and the Purchaser, only the Italian Judge will be competent and, more precisely, the Judge of the Court of Brescia, identified according to his competence.

#### **Art. 12 - PRIVACY - ART. 13 of EU Regulation 679/2016 (GDPR)**

12.1 Your data will be processed in accordance with art. 13 of the European Regulation 679/2016 on the Protection of Personal Data (GDPR). The Seller informs that the purposes concern exclusively the execution of the obligations deriving from the contract. Without the need for your express consent (Article 6 letter b) and c) GDPR), the Data Controller may communicate your data to Supervisory Bodies, Judicial Authorities as well as to all other subjects to whom communication is mandatory by law for the accomplishment of the aforementioned purposes. These subjects will process the data in their capacity as independent data controllers. Your information will not be disseminated. Only after your explicit and free consent will your data be disclosed to all companies belonging to the Eurosilos group (including those located abroad) for marketing purposes.

12.2 In your capacity as an interested party, you have the rights referred to in art. 15 of the Regulations and will be able to access their data at any time. Where applicable, it also has the rights referred to in Articles. 16-21 GDPR (Right of rectification, right to be forgotten, right to limitation of treatment, right to data portability, right of opposition), as well as the right of complaint to the Guarantor Authority. You can exercise your rights at any time by sending requests to:

EUROSILOS S.I.R.P. SRL, via I Maggio 58/60 - Isorella (Bs)

tel. 030/9958205 – fax. 030/9952221 – mail. [contatti@eurosilos.it](mailto:contatti@eurosilos.it)

The data controller is EUROSILOS S.I.R.P. S.R.L. in via I Maggio 58/60 - Isorella (Bs).

#### **Art. 13 – APPLICABLE LAW**

13.1 These general conditions of sale and individual sales are governed exclusively by Italian law.

13.2. If a contractual provision envisaged in these general conditions of sale is invalid or null, this circumstance will not affect the validity of the other provisions which will remain valid and effective.

Pursuant to and for the purposes of art. 1341 and 1342 following of the Civil Code, I declare that I have read and understood all the general conditions of sale above and specifically the following articles: 1) orders, 2) prices, 3) delivery, 4) Special conditions of supply 5) shipments, 6) payments, 7) retention of title, 8) guarantees, 9) disputes, 10) privacy, 11) general rules, which I accept and sign here in all their parts. For any interpretation doubts, please refer to the original language version (Italian) of this document. In case of omission of low misunderstanding, we refer to Italian Laws.