

General Terms and Conditions of Sale

1.Scope of application

These General Terms and Conditions govern the supplies and sales of products and/or services rendered by Deublin Italiana s.r.l. (Seller) and prevail over any other different clause used by the Buyer. Transmission of an order, by fax, e-mail, telephone, mail, even if prepared on forms of Buyer's part, implies acknowledgement and acceptance of these General Conditions of Sale published on the website at www.deublin.com/it. Any changes to these conditions must be evidenced in writing otherwise they will not be effective. No authority is granted to commercial agents and/or representatives to make changes to these General Conditions of Sale, without the express written approval of Deublin Italiana s.r.l..

2.Conclusion and content of the contract

Deublin Italiana s.r.l.'s offers are not binding and the seller reserves the right to evaluate the purchase proposals received before their acceptance. Any acceptance of the purchase order under conditions or with reservations will not be valid as an order confirmation.

The Contract of Sale shall be considered concluded and finalized when the Buyer receives the written Order Confirmation sent by the Seller.

In the event of orders for particular pieces and/or on commission, the Buyer must provide Deublin Italiana s.r.l., at the time of the order, with accurate drawings, diagrams, specifications, and in any case all the information useful to allow Deublin Italiana s.r.l. to manufacture the product.

If the order confirmation contains changes with respect to the order, the changes shall be deemed accepted five (5) days after receipt of the same confirmation, unless the buyer notifies, within this period, in writing, the non-acceptance of the same.

The place of conclusion of the contract shall always be the Seller's registered office, even for contracts concluded through the latter's representatives.

3.Prices, payment terms, interest on arrears

The price of the Products shall be as stated in the price lists or, failing that, in the price communicated directly by the Seller, in effect at the time the order is placed.

Unless otherwise agreed upon in writing, prices are for delivery ex works Seller's premises (Ex Works) and do not include the costs of transportation, shipping and insurance of the Products, as well as taxes, fees and other duties to be paid for the export of the Products from Italy and/or import into the Buyer's territory and/or any other costs following delivery. The prices applied are subject to change until delivery of the Products according to any changes in costs including of raw materials, taxes, etc.. Any discount on the price referred to in the recalled price lists or to the price indicated by the Seller shall be agreed in writing and result in the Order Confirmation.

Payment of the consideration for existing Customers shall be made, unless otherwise agreed, within 30 days from date of invoice, by bank transfer or bank receipt. In the case of New Customers, full prepayment is required at the time of order acceptance.

Payment shall be considered made only when the relevant price is credited to the Bank. Bills of exchange and checks are accepted only by prior written agreement, without any charge to the seller, not determining this mode of payment a change in the place of execution or novation of the original obligations.

After the agreed payment period has elapsed, default interest will be charged, without the need for prior notice, at the rate provided for under Article 5 of Legislative Decree 231/2002 (ECB rate + 7% surcharge), without prejudice to compensation for greater damages.

Non-payment and/or delay in payment of more than 30 days from the due dates shall legitimize the suspension in the delivery of the Products and may be cause for legal termination of the contract of Sale signed. Suspension of delivery of the Products or termination of the Sales shall not entitle the Buyer to claim any damages. Any claim relating to the Products and/or the delivery of the same shall under no circumstances justify the suspension or delay in payment.

Deublin Italiana s.r.l. in the event of non-compliance by the customer with the terms and conditions of payment, may:

- require immediate payment of all receivables due to forfeiture of the benefit of the term;

- suspend ongoing supplies or complete them only against advance payment;
- withdraw from all further contracts entered into with the customer and terminate ongoing negotiations with the customer;
- terminate the contract pursuant to Article 1456 of the Civil Code.

However, this is without prejudice to the possibility for Deublin Italiana s.r.l. to still request the execution of the contract.

4. Delivery terms, transportation and returns

The delivery terms and deadlines for the goods sold by Deublin Italiana s.r.l. are merely indicative, consequently any delays in delivery do not entitle the Buyer to cancel the contract or claim compensation for damages. Any delay due to force majeure, and in general to any circumstances beyond its control (including supplier delays, calamitous events, epidemics and/or lock-downs, etc.) or to acts and/or omissions of the Buyer shall never be considered attributable to the Seller.

Delivery-with risk passing to Buyer-occurs on the date of departure ex Seller's warehouse (Ex Works). Therefore, in the event of loss or damage due to transport activities, even if the carrier is appointed directly by Deublin Italiana s.r.l. - to be understood always in the name and on behalf of the Buyer - any claims will compete and remain the sole responsibility of the Buyer. The buyer, therefore, is required to check, before collecting the goods, the integrity of the packages and the quantity of the goods received.

Returns will not be accepted if the Goods:

- have not retained their suitability for sale,
- the packaging is not intact,
- with packaging and labels other than the original ones, or show alterations from their original state.

If the return is accepted, Seller will issue a credit note for the consideration of the returned Products.

Shipping costs for returns shall always remain the responsibility of the Buyer.

5. Limitation of liability

Deublin Italiana s.r.l. cannot be held liable for any damage to things and/or persons due to and as a consequence of improper use and/or not in accordance with the instructions and/or technical specifications of the product, for incorrect or deficient maintenance, interventions and/or modifications, repairs and/or replacements of the product not carried out by the Seller. In particular, the products may never be used as a safety apparatus/system or in any case to ensure the safety of a machine or plant; therefore obliging the Buyer in all cases to fully indemnify Deublin Italiana s.r.l. for any claims, none excluded.

6. Product Warranty.

In the event of defects found on the Products, the Buyer must provide written notice to the Seller's Customer Service by filling out the form on the site (<https://www.deublin.com/it-IT/Support/Rotary-Union-Warranty-Evaluation>) to be submitted within 8 days from the date of receipt of the Products with regard to apparent defects, or within 8 days from their discovery if they are hidden defects, and therefore not immediately detectable.

The communication must specify the defective product, the product code, the date of delivery and the nature of the defect. Any communication subsequent to the aforementioned deadlines will be considered late and without effect.

Under no circumstances are agents or intermediaries of Deublin Italiana s.r.l. authorized or empowered to represent and bind the latter to the Buyer or other third parties with respect to the ascertainment of the existence of a defect in the product and its possible need for replacement.

In case of timely reporting of any defect and/or recognition of the same by Deublin Italiana s.r.l., the Seller, within the normal technical time, will proceed to authorize the return - at its sole discretion - proceeding to repair, replacement or new workmanship free of charge ex-works at its premises in Località Monteveglio, Comune di Valsamoggia, 40053, via Guido Rossa n.9 (Incoterms 2000) of the Product found to be defective.

This warranty shall be valid for 1 (one) year from the delivery of the Products (with the express exclusion of components subject to deterioration such as gaskets and elastomeric seals) and shall in no

case be suspended or extended as a result of the Buyer's failure to use the Product. Seller reserves the right to extend the warranty to certain products up to 18 (eighteen) months from delivery, but only by written agreement between the parties.

7.General Provisions.

All amendments and additions to these general conditions must be evidenced in writing.

8.Applicable Law and Jurisdiction

The General Conditions of Sale and the individual sales contracts between Deublin Italiana s.r.l. and the Customer are governed by Italian Law.

For any dispute arising from or related to this contract and arising from the individual sales contracts concluded on the basis of these General Conditions of Sale, the Court of Bologna shall have exclusive jurisdiction.

9.Processing of personal data

Pursuant to Legislative Decree 196/2003 (Personal Data Protection Code) Deublin Italiana s.r.l. may collect and process the Buyer's personal data in order to execute the contract. By signing these General Terms and Conditions of Sale, the Buyer confirms that he/she has been fully informed of his/her rights under Article 7 of the aforementioned Code. The data controller, which may also be carried out by electronic means, is Deublin Italiana s.r.l., via Guido Rossa n. 9, Monteveglio, Valsamoggia Municipality, in the person of the legal representative, pro tempore, or of the data processor in charge from time to time. The data collected may be shared with third parties such as, for example, financial institutions, it being understood that the purpose of the processing is limited to the execution of the contractual relationship.

10.Miscellaneous

The possible invalidity of some of the contractual clauses in these General Terms and Conditions will not affect the validity of the contract itself and the other contractual clauses.

11.Communications

Any communication to be sent by the Buyer to Deublin Italiana s.r.l. regarding this contract must be made to the following addresses: -.....