



GENERAL TERMS OF SUPPLY

PREMISE

These General Conditions govern and form an integral part of all contracts that will be stipulated between the Supplier Alticolor S.r.l. and the Customer

1. DEFINITIONS

In these Conditions:

"Supplier" means the company Alticolor S.r.l.;

"Customer" means a person (natural or legal) to whom the company supplies workings or products under a Contract;

"Contract" means each contract by which the supply agreement is concluded and which incorporates these Conditions;

"Supply" means the process, transformations, methods that the supplier puts in place, according to the standard procedures adopted, on the products supplied by the customer. For example but not limited to, anodic oxidation processing of titanium and aluminum, sandblasting, etching and polishing process.

"Procedures" means the methods, specifications and processing that the supplier generally uses in the execution of the supply and which are deposited at the headquarters.

The titles of these Conditions do not alter their interpretation.

2. APPLYING

2.1. These Conditions will govern and will be understood as incorporated in each Contract concerning supplies made by or on behalf of the Customer. With the signing of each contract, and for the entire period of validity of the same, the Conditions expressed therein are intended as firm and irrevocable. Any other previous agreement is automatically replaced and is not binding for the Supplier, unless the Supplier acknowledges it in writing. These Conditions will replace and prevail over any term and condition (whether in conflict with them or not) contained or referred to in any other document sent by the Customer, or in any other correspondence, or still implicitly accepted by business practice or commercial usage.

2.2. Any modification to these Conditions will be valid and effective only if made in writing.

3. OBJECT OF THE CONTRACT

3.1. The Supplier commits to carry out the Supply in accordance with the orders and specifications received from the Customer and accepted in writing by Alticolor S.r.l. Alticolor S.r.l. in carrying out the Supply referred to in point 2.1, will use the Procedures referred to in point 1, reserving the right to decide at its own discretion the attachment points of the pliers and clamps used in the various processes unless they are highlighted in the specific drawings of each object in which the oxide thickness, measurement, tolerance and special instructions on how they should be treated must also be indicated.

3.2. Any modification to any characteristic and/or qualitative standard of the Procedures must be previously agreed upon in writing between the parties.

4. QUOTES AND ACCEPTANCE

4.1. Orders will be placed by the customer by fax, email or other suitable instrument, in any case always in writing and will be considered irrevocable for a period of 90 days from the date of receipt of such orders by the Supplier.

4.2. The acceptance of a customer order (including any telephone orders) of Alticolor S.r.l. will become effective only when it is written and reported on the order confirmation form of Alticolor S.r.l.

5. PRICES

5.1. The prices of the processing are those indicated in the offer and include, unless otherwise agreed upon in writing, the cost of standard packaging of the Products themselves, but not the costs of delivery and transportation, which must be paid by the Customer. The prices, even if confirmed in writing, are indicative, and are susceptible to changes relative to any increases in the cost of labor, raw materials and other cost elements that occur from the date of the price list or contract to that of the shipment of the goods. Also, they may vary after the first test run has been

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made when all the process parameters indicated by the customer are established and which are not always detectable in the drawings in the offer. These changes must be communicated to the Customer, who will have the right, if the price change is greater than 2.5%, to cancel the order within 7 days of receipt of the price change.

6. TERMS OF PAYMENT

- 6.1. Payments are made to Alticolor S.r.l. in euros. The seller has the right to request payment in the buyer's reference currency according to the exchange rate in force at the time the contract is finalized.
- 6.2. The payment of invoices, unless otherwise agreed upon in writing, must be made in full according to the terms and conditions described in the order confirmation form of Alticolor S.r.l. and sent to the Customer. The term established for the payment must be considered essential. Alticolor S.r.l. will have the right to suspend the return of processed products in the presence of overdue and unpaid amounts until such amounts are fully paid. The customer will not have the right not to make or delay the payment in the amount due to Alticolor S.r.l. and waives the right to oppose or raise objections of any kind, including that of compensation and reduction.
- 6.3. Any credit extension granted to the Customer can be modified or revoked at any time.
- 6.4. Interest will accrue on the overdue and unpaid sums according to Article 5 of Legislative Decree No. 231/2002 (and its subsequent amendments), starting from the due date until full payment of the amount due (including interest) both before and after the establishment of a possible judgment.
- 6.5. If in the opinion of Alticolor S.r.l., the credit worth of the customer should deteriorate before the delivery of the products it processes, Alticolor S.r.l. may request the total or partial payment of the price even before delivery, or request the provision of a suitable payment guarantee in a satisfactory form and substance.
- 6.6. The Supplier will have the right to compensate any amount due to the Customer with any sums due by the Customer to Alticolor S.r.l.
- 6.7. Except for the right to request compensation for greater damage, if after the acceptance of the order by Alticolor S.r.l., the Customer cancels an order in whole or in part, the Customer must pay immediately and upon simple written request of the Supplier a sum as a penalty equal to 30% of the total value of the canceled order. The remedies provided by these Conditions for the hypothesis of violation and non-fulfillment may be combined with the remedies provided by law.
- 6.8. No compensation is allowed and any deferred payments cannot be delayed or suspended even in the event of a dispute, complaint or delay.

7. DELIVERY OF THE SUPPLY

- 7.1. The dates of delivery of the Supply indicated in an estimate, order confirmation or other different document must be considered purely indicative and not binding. Therefore Alticolor S.r.l. will not be held responsible for the failure to deliver the processed Products within the terms or dates indicated, which must not be considered of an essential nature.
- 7.2. In case of delivery times longer than those indicated in the estimate, order confirmation or other different document, the delivery date will be decided by telephone with the Customer.
- 7.3. The delivery of the Supply will take place Ex Works - in Piazzola Sul Brenta (PD)/or at the location indicated by the Customer in individual orders. Shortages and damages must be reported to the carrier at the time of delivery.
- 7.4. If the Customer refuses or is unable to take delivery of the products processed under a Contract within 8 days from the notification of prompt delivery or, within the same term, does not fulfill the obligations imposed on them for the delivery or shipment of the Products, Alticolor S.r.l. has the right to have the products delivered at the expense and cost of the Customer. In this case, if the Customer refuses to take delivery of the products, Alticolor S.r.l. will have the right to: (I) immediately withdraw from the Contract (II) dispose of the Products at its discretion (III) be indemnified and held harmless by the Customer for any loss, additional cost and damage suffered or sustained as a result of such non delivery (including, for example, the warehouse costs from the expected date of delivery), as well as (IV) immediately request the payment of the sum considered as a penalty in the previous point 6.7.
- 7.5. Unless otherwise agreed, Alticolor S.r.l. will be able to carry out the delivery at different times. If the delivery takes place in several tranches, each of them must be considered as a separate Contract.

8. RISK

- 8.1. The risk for the loss and/or deterioration of the processed Products will transfer to the customer upon delivery in the manner indicated in the previous point 6.

9. WARRANTY AND LIABILITY

9.1. It is specified that the object of the supply is an obligation of means and not of result. Alticolor S.r.l. guarantees that the supply is in compliance with the characteristics and procedures referred to in the premise.

9.2. The guarantees contained in the previous point are understood to be substantiated by the fact that Alticolor S.r.l.:

- Whenever the processing of a new product is requested, in order to guarantee repeatability, a test will be carried out and the process parameters will be set. An Alticolor S.r.l. recipe number will be attached to the code, which must then be indicated in each document issued by the customer such as, as an example and not exhaustive, orders, transport documents... The piece so obtained will be divided in half and countersigned for acceptance by the customer and by Alticolor S.r.l. to guarantee any future supply.

In any case, Alticolor S.r.l. will not be liable for the non perfect correspondence, after treatment, of the color chosen by the Customer, or the gloss or opacity of the surface finish, as they are dependent on many variables, including the purity of the material of which the processed products are made. The alloy guaranteed for anodization is 6060, a primary and certified alloy, all other alloys are not guaranteed. Alticolor S.r.l. reserves the right to test the material supplied to see if it can be anodized. If the result is negative, the customer will be contacted and the next steps will be defined in writing to continue processing or not. Alticolor S.r.l. also specifies that any scratches and drawing defects that may eventually appear after the anodization process may be caused by the quality of the alloy used and/or by the production process for obtaining it. These non conformities are not attributable to anodizing.

Alticolor S.r.l. guarantees the absence of smears and dents on the pieces only if, upon arrival of the parts in its warehouses, these imperfections are not present.

If the supply does not comply with the standard or agreed specifications, the Customer, before proceeding with any dispute, must provide certain proof that the composition of the material supplied corresponds to the standard composition or to the composition declared during the completion of the contract/process, because it is well known that the impurity of the material is usually the cause of these issues. However, an annual percentage of rejects due to errors attributable with certainty to the supplier, who recognizes the error, is established, equal to 5% of the annual total of pieces treated. Therefore, if the non conforming pieces do not exceed this percentage, the customer commits not to issue charges to Alticolor S.r.l. If the percentage is exceeded, the supplier will be charged with the value of the rejected pieces calculated from the product of the number of rejected pieces for the cost of the single piece.

- Alticolor S.r.l. will not be responsible for any defects that may arise if such defects are not reported within 8 days from the delivery date or, if hidden or not immediately recognizable, within 8 days of their discovery.

- Alticolor S.r.l. will not be liable for fault, breach of contract or false representation in regards to:

- to the loss or damage suffered by the Customer following a claim made by a third party;
- to direct and/or indirect damages (including loss of profit) suffered by the Customer including for example the loss of earnings, the loss of goodwill and the failure to exploit commercial opportunities.

9.3. Nothing in these Conditions will exclude the Supplier's liability for misconduct or fraud.

10. PACKAGING

10.1. The Customer will have to bear the costs due to a particular packaging requested by them or otherwise different from the standard packaging usually used by the Supplier, made necessary by delivery methods other than those normally used. These packaging methods different from the standard must be indicated in detail in the drawings or, if not available, in the transport documents accompanying the goods.

11. FORCE MAJEURE

11.1. If Alticolor S.r.l. is prevented, hindered or forced to be late with the work required as established by these Conditions, by a Force Majeure event, it may choose to:

- suspend work during the prolongation of the Force Majeure Event;
- unilaterally terminate each Contract with immediate effect from the communication to the Customer;

it is understood, however, that Alticolor S.r.l. will not be held responsible for any loss or damage suffered by the Customer as a result of this.

11.2. In this point, "Force Majeure Event" means any event beyond the reasonable control of Alticolor S.r.l., including but not limited to strikes, lockdown, war, insurrection, riots, sabotage, compliance with laws or government orders, regulations or directives, accidents, plant or machinery failure, fire, flood, severe weathering, difficulty or increase in costs in obtaining raw materials or labor or other circumstances that impact on the supply of Products or in procuring raw materials or labor compared to the usual source of supply of the Supplier.

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12. PARTIAL INVALIDITY

12.1. To the extent permitted by law, the invalidity or ineffectiveness of all or part of the Conditions will not result in the automatic and complete invalidity or ineffectiveness of the remaining Conditions.

13. ALLOWANCE

13.1. Failure or delayed exercise by Alticolor S.r.l. any rights or remedies provided under a Contract or the law do not result in a waiver of such rights or remedies.

14. GOVERNING LAW AND JURISDICTION

14.1. Each Contract and these Conditions are governed by Italian law.

14.2. Any dispute that may arise with reference to the execution and interpretation of these Conditions and of each Contract (a "Dispute") will be referred to the exclusive jurisdiction of the Padua Court. This point 14.2 is agreed for the exclusive benefit of Alticolor. Consequently, Alticolor will have the right to initiate proceedings regarding a Dispute before each judicial authority having jurisdiction. ("Proceeding"). To the extent permitted by law, the Supplier may initiate different Proceedings in different jurisdictions.

Alticolor S.r.l.

The customer

The Customer declares, in regards to and for the purposes of articles 1341 and 1342 of the Civil Code, to have taken full knowledge and to accept all the clauses of these General Conditions of Sale and to specifically approve the following Conditions::

2. Applying - .3. Object of the contract- 4. Quotes and Acceptance – 5. Prices - 6. Terms of payment – 7. Delivery - 8. Risk - 9. Warranty and liability– 10. Packaging - 11. Force Majeure - 14. Governing Law and Jurisdiction

Alticolor S.r.l.

The customer

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