

# ALTICOLOR

## GENERAL TERMS OF SUPPLY

### INTRODUCTION

These General Terms govern and form an integral part of all contracts to be entered into 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 Supplier provides processing or products under a Contract;
- "Contract" means each contract by which the supply agreement is concluded and which incorporates these Conditions;
- "Supply" means the processing, transformations, processes that the supplier carries out, according to the standard procedures adopted by them, on the products supplied by the Customer. By way of example but not exhaustively, processes include anodic oxidation of titanium and aluminum, sandblasting, staining, passivation, polishing, and surface treatments of metals in general.
- "Procedures" means the methods, specifications, and processing methodologies that the Supplier typically uses in the execution of the supply and that are filed at the headquarters. The headings of these Conditions do not alter their interpretation.

### 2. APPLICATION

2.1. These Conditions shall govern and shall be deemed incorporated into each Contract relating to supplies performed by or on behalf of the Customer. By signing each Contract, and for the entire duration thereof, the Conditions expressed therein shall be deemed firm and irrevocable. Any other previous agreement is automatically replaced and is not binding on the Supplier, unless the Supplier expressly acknowledges it in writing. These Conditions shall supersede and prevail over any term and condition (whether in conflict or not with the same) contained or referred to in any other document sent by the Customer, or in any other correspondence, or even implicitly accepted by business practice or commercial usages.

2.2. The Customer waives the application of its own general and specific purchasing conditions, which shall in any case be deemed ineffective between the Parties. Any other different and additional condition is ineffective as well as any modification and/or addition to these made by the Customer, unless expressly accepted by the Supplier. In the event that, during the course of the relationship, the Supplier accepts in writing deviations, modifications, and/or additions to these Conditions, such modifications and/or additions shall be understood to be limited to the specific order for which they are agreed upon. These Conditions shall apply even if they are not expressly referred to and signed in the order confirmation. They are published on the Supplier's website [www.alticolor.com](http://www.alticolor.com). These Conditions shall remain in effect until expressly revoked by the Supplier or replaced by new "General Conditions."

2.3. Any modification to these Conditions shall be valid and effective only if made in writing.

### 3. SUBJECT OF THE CONTRACT

3.1. The Supplier undertakes 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.

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In executing the Supply referred to in point 2.1, Alticolor S.r.l. will use the Procedures as described in point 1, reserving the right to decide at its discretion the attachment points of the clamps and jaws used in various processes

unless they are highlighted by the Customer in specific drawings of each object, in which thicknesses of the oxide, measurements, tolerances, and specific instructions on how they should be treated should also be indicated.

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

## 4. QUOTATIONS AND ACCEPTANCE

4.1. The individual Sales Contract (hereinafter the "Contract") is concluded with the acceptance of the order by the Supplier (hereinafter the "Order Confirmation"), acceptance that may take place through written communication or by conclusive acts with the mere commencement of the order execution, which will be governed by these General Conditions. In this case, the Supplier may communicate to the Customer that it has begun its performance, without this implying acceptance and/or adherence to any contractual conditions proposed by the Customer. Any acceptance of the order not in conformity with it shall be considered as a counterproposal that must be deemed accepted by the Customer if not contested within 2 (two) days from its receipt, without, after this term, the Customer being able to raise any objections or claims for any reason. Any modifications to the contract proposed by the Customer shall not apply, even partially, unless expressly accepted in writing by the Supplier. In the event of modifications to the products and/or processes agreed upon between the parties subsequent to the date of conclusion of the contract, the delivery term shall automatically be extended by the period necessary to implement such modifications.

4.2. The acceptance by Alticolor S.r.l. of an order from the Customer (including any telephone orders) shall become effective only when such acceptance is written and recorded on Alticolor S.r.l.'s order confirmation form.

## 5. PRICES AND TRANSPORTATION COSTS

5.1. The prices of the processes are those indicated in the offer and/or in the confirmation and include, unless otherwise agreed in writing, the cost of standard packaging of the products themselves. The prices indicated in the offer and/or in the confirmation are determined based on various factors, including the cost of labor, the specific cost of raw materials used for the manufacture of the products subject to the offer, as well as the cost of transportation in force at the time of conclusion of the contract: any variations of these elements in the period between the order confirmation and the delivery of the goods shall entitle the Supplier to apply the corresponding price adjustments. The prices indicated in the offer and/or in the order confirmation may also be subject to variations depending on the number of processed pieces and the processes necessary to provide the requested products.

5.2. Furthermore, they may also vary after the completion of the first trial run when all the process parameters specified by the Customer are established, which are not always discernible from the drawings at the time of the offer. These variations must be communicated to the Customer, who shall have the option, if the price variation exceeds 30%, to cancel the order within 7 days from the receipt of the price variation.

5.3. Transportation costs are always borne by the Customer, even when the transportation is arranged by the Supplier at the request of the Customer, unless otherwise agreed

## 6. TERMS AND METHODS OF PAYMENT

6.1. Payments shall be made at the domicile of Alticolor S.r.l. in euros. The Supplier may request payment in the Customer's reference currency according to the exchange rate in force at the time of contract completion.

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6.2. Payment of invoices, unless otherwise agreed in writing, must be made in full according to the terms and conditions specified in the order confirmation sent to the Customer by Alticolor S.r.l. The payment deadline shall be deemed essential. Alticolor S.r.l. shall have the right to suspend the delivery of processed products in the event of outstanding and unpaid amounts until such amounts are fully settled. The Customer shall not have the right to refrain

from making or delaying payment to Alticolor S.r.l. and waives the right to raise any objections or exceptions of any nature, including that of set-off and reduction.

6.3. Any credit extension granted to the Customer may be modified or revoked at any time.

6.4. Payment terms and methods are also indicated in the order confirmation or in a separate written agreement between the parties. In case of late payments by the Customer compared to the established terms, the Supplier shall charge the Customer, without any notice, interest for late payment at the rate specified in Article 5 of Legislative Decree 231/2002.

6.5. In the event of observed difficulties in payments by the Customer or if solvency guarantees are missing or reduced, or more generally, if its economic capacity decreases, the Supplier may suspend or cancel current orders or make the delivery of products conditional upon the provision of adequate payment guarantees.

6.6. The Supplier shall have the right to offset any amounts owed to the Customer with any sums owed by the Customer to Alticolor S.r.l.

6.7. Once the contract is concluded, any cancellation of the order by the Customer shall require the Customer to pay the Supplier a sum, as a penalty, equal to 30% of the total price specified in the order confirmation, without prejudice to the Supplier's right to claim further damages.

6.8. Offsetting is not allowed, and any deferred payments cannot be delayed or suspended even in case of dispute, complaint, or delay.

## 7. DELIVERY OF THE SUPPLY

7.1. The delivery dates of the supply indicated in a quotation, order confirmation, or any other document shall be considered purely indicative and non-binding. Alticolor S.r.l. shall not, therefore, be held responsible for the failure to deliver the processed products within the specified terms or dates, which shall not be deemed essential.

7.2. If the delivery times of the supply exceed those indicated in a quotation, order confirmation, or any other document, the delivery date will be agreed upon with the Customer by telephone.

7.3. The delivery of the Supply will take place Ex Works - ex-factory - 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. Should the Customer refuse or be unable to take delivery of the processed products under a Contract within 8 days of the notification of readiness for delivery or, within the same period, fail to fulfill the obligations imposed for the delivery or shipment of the products, Alticolor S.r.l. shall have 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. shall have the right, without prejudice to the right to claim further damages, to: (I) immediately terminate the Contract (II) dispose of the products at its discretion (III) indemnify and hold harmless by the Customer for any loss, additional cost, and damage suffered or incurred as a result of such non-delivery (including, by way of example, warehouse costs from the scheduled delivery date), as well as (IV) immediately demand payment of the amount provided as a penalty at the previous point 6.7.

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7.5. Unless otherwise agreed, Alticolor S.r.l. may also make delivery in multiple installments. If delivery is made in multiple installments, each of them shall be considered as a separate Contract.

## 8. RISK

8.1. The risk of loss and/or damage to the processed products shall pass to the Customer upon delivery according to the methods indicated in the previous point 7. Regardless of the place designated for delivery, if it has been agreed

that the transportation, or part thereof, will be handled by the Supplier, the related risks shall pass to the Customer upon delivery of the goods to the first carrier: any claims for breakage, damage, tampering, or shortages must be reported to the carrier within the legally prescribed timeframes, while also notifying the Supplier accordingly.

## 9. WARRANTY AND LIABILITY

9.1. It is specified that the object of the supply is an obligation of means and not of result.

The warranties contained in the previous point are subject to the fact that Alticolor S.r.l.:

- Whenever the processing of a new product is requested, to ensure repeatability, a trial will be conducted and process parameters will be set. A recipe number from Alticolor S.r.l. will be attached to the code, which must then be indicated in every document issued by the Customer, such as, for example, orders, shipping documents. The resulting piece will be halved and counter-signed for acceptance by both the Customer and Alticolor S.r.l. as a guarantee for all future supplies.

In any case, Alticolor S.r.l. shall not be held responsible for the imperfect correspondence, after treatment, of the color chosen by the Customer, the glossiness, or the opacity of the surface finish, as these depend on multiple variables, including the purity of the material from which the processed products are composed. The alloy guaranteed for anodizing is 6060, a primary and certified alloy, all other alloys are not guaranteed. Alticolor S.r.l. reserves the right to conduct a test on the supplied material to determine if it is anodizable.

If the result is negative, the Customer will be consulted, and the subsequent steps to continue or discontinue the processing will be defined in writing. Alticolor S.r.l. also specifies that any scratches and drawing defects that may appear after the anodizing process may be caused by the quality of the alloy used and/or by the production processes used to obtain it. Such non-conformities cannot be attributed to anodizing. Alticolor S.r.l. guarantees the absence of streaks and dents on the pieces only if, upon arrival of the parts in its warehouses, such imperfections are not present. If defects are present upon arrival, production will be halted. The Customer will be notified in writing, photos of the defect will also be sent via email, and the Customer's approval will be awaited to proceed or not with the processing. Without written authorization, no action will be taken.

If the supply is not in accordance with standard or agreed specifications, before making any claims, the Customer must provide conclusive evidence (laboratory analysis) that the composition of the supplied material matches the composition declared at the time of contract/process finalization, as it is well known that material impurities are generally the cause of such problems. However, an annual percentage of waste attributable with certainty to the Supplier, who acknowledges the error, is established at 5% of the total annual pieces processed. Therefore, if the non-conforming pieces do not exceed this threshold, the Customer agrees not to levy charges against Alticolor S.r.l. If the threshold is exceeded, the Supplier will be charged the value of the rejected pieces calculated by multiplying the number of rejected pieces by the cost of the processing performed.

9.2. The processing carried out by Alticolor S.r.l. is guaranteed, both for patent defects and latent defects, for a period of 15 days from delivery or discovery. The Customer must report any defects in writing to the Supplier within 8 days from delivery or discovery. No other form of warranty, other than that provided for in this article, may be invoked by the Customer, as the Supplier's obligations to rework the products under the conditions and terms

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provided therein are exhaustive and replace any warranties or liabilities provided by law. Therefore, any liability of the Supplier is expressly excluded, except in cases of fraud or gross negligence. In particular, no compensation and/or indemnity for damages, direct or indirect, of any kind resulting from the non-use or limited use of the products may be claimed.

## 10. PACKAGING

10.1. The Customer shall bear the costs resulting from special packaging requested by them or otherwise different from the standard packaging usually used by the Supplier, made necessary by delivery methods different from those normally practiced. Such non-standard packaging methods must be detailed in the drawings or, in their absence, in the shipping documents accompanying the goods.

## 11. FORCE MAJEURE

11.1. Without prejudice to the Customer's payment obligations, which must be fulfilled in any case according to the contractually established deadlines, no event constituting non-compliance with these General Conditions shall give rise to termination or damages compensation if it depends on the occurrence of force majeure or fortuitous events (including, for example and not exhaustively, strikes, acts of God, epidemics, pandemics, embargoes, armed conflicts, governmental measures, or any other national or supranational authority, interference by military and civilian authorities, terrorist acts, riots and civil unrest, sabotage, fires even if deliberate, and any other case of force majeure or fortuitous event provided for by applicable regulations), whose action exceeds the limits of predictability and reasonable control reasonably attributed to the parties, and without the contributory negligence of the party unable to perform. The party invoking the release from liability is required to notify the other party, as soon as possible after becoming aware of the impediment and its effects on its ability to fulfill its obligations, of the existence of such impediment, as well as its effects on its ability to meet the commitments made. A similar communication must be given as soon as the cause of release from liability cases. In the event that a force majeure or fortuitous event persists for more than 2 months, preventing the performance of the existing contractual relationship, each party shall have the right to terminate the said relationship, by sending the other party a specific communication for this purpose by registered letter with return receipt and PEC.

## 12. CONFIDENTIALITY

12.1. Each party undertakes not to disclose, directly or indirectly, and to treat as confidential all technical information, drawings, models, prototypes, and technical or commercial knowledge received from the other party, even after the termination of the contract.

12.2. The Customer for whom customized products have been made warrants and therefore undertakes to indemnify and hold harmless the Supplier, and/or its employees, officials, and agents upon first request and with any objection removed, from any burden, cost, and/or expense incurred by the latter and arising from claims by third parties for unfair competition or infringement of industrial or intellectual property rights (including, by way of example, trademarks, patents, designs, copyrights, or know-how).

12.3. The Supplier, unless otherwise agreed in writing with the Customer, shall be the exclusive owner of any improvements and/or adaptations and/or integrations made to the design or project provided by the Customer. Such improvements and/or adaptations and/or integrations, unless otherwise agreed, may not be used by the Customer either directly or indirectly.

12.4. Any drawing or technical document related to the products, which has been provided by one party to the other before or after the conclusion of the contract, remains the property of the party that provided it. The Supplier is not obligated to provide drawings and details of the production processes. Drawings, technical documents, or other

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technical information received by either party may not be used in any way, copied, reproduced, transmitted, or communicated to third parties without the written consent of the party that provided them.

## 13. PARTIAL INVALIDITY

13.1. To the extent permitted by law, the invalidity or ineffectiveness of all or part of the Conditions shall not automatically render the remaining Conditions wholly invalid or ineffective.

## 14. TOLERANCE

14.1. The failure or delay by Alticolor S.r.l. to exercise the rights or remedies provided under a Contract or by law shall not constitute a waiver of such rights or remedies.

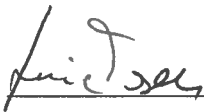
## 15. GOVERNING LAW AND JURISDICTION

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

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

Alticolor S.r.l.

The Customer



The Customer declares, pursuant 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 Terms and Conditions of Sale and specifically approve the following Conditions:

**2. Application – Waiver of Customer conditions; 5. Prices - Amendments 6. Payment Terms - Suspension of orders - Penalty - 7. Delivery - 8. Risk - 9. Warranty and Liability - 10. Packaging - 11. Force Majeure - 16 Governing Law and Jurisdiction**

The Customer

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