



GENERAL TERMS AND CONDITIONS OF SALE

1. FIELD OF APPLICATION

- 1.1 The Seller party shall mean the company supplying the products to be delivered, which shall issue an invoice for the same products.
- 1.2 The Buyer party shall mean the holder of the invoices for the products in question.
- 1.3 These General Terms and Conditions of Sale govern all present and future contractual relations between the parties on the terms described below and/or on the basis of any further agreement specified in writing between the parties and shall apply as soon as they are approved in writing by the Buyer.
- 1.4 Unless specifically approved in writing by the Seller, any divergent general or special conditions quoted or referred to by the Buyer in its communications to the Seller shall be deemed to have no effect.

2. OFFERS

- 2.1 Offers are subject to availability checks and are always "subject to sale".
- 2.2 Offers of prices and/or goods are not binding for Profiltubi if they are not followed by an order from the customer and its confirmation by Profiltubi.

3. CUSTOMER ORDERS - ACCEPTANCE

- 3.1 The supply relationship is governed exclusively by the agreements set out in these General Terms and Conditions of Sale. The parties may agree to any amendments, additions or derogations to the aforementioned General Terms and Conditions of Sale, which must be set out in writing in the documents containing the buyer's request for an offer of sale and the seller's acceptance thereof.
- 3.2 Orders must be complete and defined in every part and must indicate the reference standard for each specific product. If the order does not contain any special requirements, the goods will be delivered according to the characteristics of the reference standard for the relevant type.

4. CONFIRMATION OF SALES ORDER

- 4.1 The supply will include only what is specified in the confirmation of the sales order or in any subsequent modification of the same, transmitted by Profiltubi.
- 4.2 The confirmation of the sale order shall prevail, in any event, over any other document.
- 4.3 The confirmation of the sale order will be considered accepted by the Buyer if not contested by him in writing within 2 days from the date of sending by Profiltubi.
- 4.4 The nominal weights and dimensions, in any case and wherever indicated, are merely indicative, allowing the tolerances for use foreseen by the reference standards of the products.

5. SHIPMENTS

- 5.1 Shipments shall be carried out in accordance with the procedures set out on the sales order confirmation. The transport of the goods does not allow for fixed times of unloading and is carried out according to the norms of the Highway Code (D.Lgs. n. 285/1992 e s.m. e i.). The facts that prevent or delay the shipment of the products for reasons not attributable to Profiltubi such as, by way of example but not limited to, delayed supplies of raw materials, import bans, strikes (including company strikes) and other facts that prevent or delay the production and/or processing of the products (always for reasons not attributable to the Seller) are conventionally considered force majeure and/or unforeseeable circumstances and the Seller, after promptly

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informing the Buyer, shall be relieved of its delivery obligations for the entire duration of the impediment and for the entire period of time in which the consequent effects continue, as well as of any obligation to pay damages for delay or non-fulfilment towards the Buyer.

- 5.2 Unless otherwise agreed in writing between the parties, the delivery term is the one indicated in the order confirmation of Profiltubi. This term is always intended as indicative and not binding, unless otherwise agreed upon in writing. Any binding delivery terms requested by the Buyer must therefore be specifically approved by Profiltubi in writing in the order confirmation.

6. TERMS OF PAYMENT

- 6.1 The price of the sale is stated in the Invoice as well as the method of payment; the place of payment is at the Seller's place of business.
- 6.2 It remains the Seller's right to request payment by bank transfer or cheque upon notice of readiness for shipment.
- 6.3 The Seller shall have the right to grant extended payment terms against issuance of bank receipts, bills of exchange, promissory notes, assignments or drafts, with costs and stamps payable by the Buyer, who shall in any case be charged interest on arrears. This concession does not constitute a derogation from either the place of payment or the terms set out in the invoice and does not constitute novation of the obligation. Any dispute shall not entitle the Buyer to suspend or modify the agreed payment terms.

7. PAYMENTS AND PRODUCT PROPERTY (Reserved Domain)

- 7.1 The Buyer shall acquire ownership of the products only upon full payment of the invoice issued by the Seller, but shall assume all risks inherent in the products themselves, including the risk of loss due to causes not attributable to the Seller. In the event of late payment, the Buyer shall pay interest on arrears at the rate determined in accordance with Legislative Decree no. 231 of 09.10.2002, starting from the date of expiry of the agreed term.
- 7.2 In the event of non-payment on the due date of even a single part of the price, the Purchaser shall forfeit the benefit of deferred payment ("benefit of the term") also for supplies in progress; the Seller, moreover, may invoke the application of articles 1460 and 1461 of the Civil Code and therefore suspend supplies in progress.
- 7.3 The Seller is entitled, without delay or withdrawal, to demand the return of the reserved goods if the Buyer is in arrears with payment of the invoices for the relevant delivery.

8. WITHDRAWAL FROM CONTRACT

The Seller shall also have the right to withdraw from the contract at no charge if it is aware of the existence of protests of securities, as well as the start of monitoring, ordinary, insolvency or extrajudicial legal proceedings against the Buyer.

9. GUARANTEES

- 9.1 Profiltubi guarantees that the products supplied are in full compliance with the characteristics and conditions specified in the sales order confirmation. Profiltubi does not assume any responsibility for the applications and in any case the operations to which the material supplied will be subjected at the Buyer's premises or on his behalf.
- 9.2 The Buyer is obliged to respect the rules for the correct and safe use of the products, in conformity with the technical characteristics of the products and with what is indicated in the technical sheets eventually supplied by Profiltubi. The Buyer is also obliged and committed to respect the norms in force regarding environment, safety and hygiene.

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- 9.3 Any damage due to transport is excluded from the warranty, even if the carrier has been chosen by the Seller.
- 9.4 Each warranty claim must be sent to the Seller with a written report indicating the non-conformities found, the checks carried out and any other useful information. The Seller reserves the right to request further information in order to identify the causes of the non-conformity.
- 9.5 Material deemed to be non-compliant must be returned to the Seller for inspection, only after written authorisation by the Seller. Any transport costs shall be borne by the Buyer.

10. COMPLAINTS

- 10.1 The Buyer is obliged to inspect the goods at the moment of unloading; eventual complaints must be reported on the transport document and within 48 hours from the receipt of the goods, under penalty of forfeiture, communicated in writing to Profiltubi.
- 10.2 The report of any hidden defects must be made in writing, under penalty of forfeiture, within 8 (eight) days of discovery, and in any case within 90 (ninety) days of receipt of the product. In any case the Buyer loses the guarantee if he does not immediately suspend the processing or the use of the product which is the object of the complaint. Profiltubi reserves the right to verify that the reported defects are not related to inadequate or careless storage and/or handling of the products by the Buyer.
- 10.3 In case the complaint is well-founded after verification by Profiltubi, the compensation will be limited to the replacement or the payment of the equivalent amount of the product. In any case Profiltubi is not responsible for the greater damages caused directly or indirectly by the sale of the products subject to complaint.
- 10.4 Complaints and protests do not entitle the Buyer to suspend payment of the invoice for the disputed goods.

11. RETURNS

Profiltubi is not obliged to accept returns of products, unless otherwise agreed upon in writing. Any cost incurred for this purpose is at the expense of the Buyer.

12. SAFEGUARD CLAUSE

In addition to the cases of fortuitous event and/or force majeure and in the other cases foreseen by the law, including the state of alarm, mobilization, blockade or war also in countries that supply raw materials, strikes and staff unrest, occupation of factories, lock-outs, fires, floods, public calamities, etc., as well as in the case of possible measures and dispositions of the Public Authorities intended to limit and in any case discipline the consumption of certain raw materials, and the production and distribution of steel and finished products, Profiltubi will have the right to make use of all the possibilities offered by the law, as well as in the case of eventual measures and dispositions of the Public Authorities intended to limit and in any case discipline the consumption of certain raw materials, and the production and distribution of steel and finished products, Profiltubi will have the right to recede, in whole or in part, from the sales contract definitively concluded, as well as from those in the course of being defined when facts and circumstances occur, wherever they occur, that substantially alter the state of the markets, the value of the currency and the conditions of Italian industry. In these cases and in general, when Profiltubi withdraws from the contract for an impediment that does not depend on its own fact or fault, the buyer will not have the right to any indemnity, compensation or reimbursement and must, if requested by Profiltubi, pay for the goods already prepared or in progress.



13. REGULATORY STANDARDS

Anything not expressly governed by these "General Terms and Conditions of Sale" shall be governed by the rules on sales laid down in Articles 1470 et seq. of the Civil Code.

14. PROCESSING OF PERSONAL DATA.

The personal data of the Buyer will be treated in accordance with the provisions of the Italian and supranational applicable legislation (Legislative Decree 30.6.2003 n. 196 and GDPR 679/2016).

By signing this contract the Buyer gives consent to the processing of his personal data, also declaring that he has been adequately informed by Profiltubi regarding the purpose of the processing and the rights under Art. 7 of Legislative Decree 30.6.2003 n. 196 and GDPR 679/2016.

15. LEGAL PRESCRIPTIONS

The Seller reserves the right to modify all the technical characteristics of the products deemed necessary at any time and without prior notice. The Seller undertakes in any case to preserve the interchangeability of its products and their functionality.

16. APPLICABLE LAW AND COMPETENT COURT

Any dispute deriving from the interpretation, application, execution, termination of these "General Conditions of Sale" and of the relative contracts stipulated or in any case related to them, shall be devolved exclusively to the jurisdiction of the Court of Reggio Emilia, even in case of connection of causes, with application of Italian law.

Profiltubi SpA

January 2021

PURSUANT TO AND FOR THE PURPOSES OF ART. 1341 OF THE ITALIAN CIVIL CODE, THE PURCHASER SPECIFICALLY APPROVES THE PROVISIONS REFERRED TO BELOW: ART. 1 - SCOPE; ART. 5 - SHIPPING; ART. 7 - PAYMENTS AND OWNERSHIP OF THE PRODUCT; ART. 8 - WITHDRAWAL; ART. 9 - GUARANTEES; ART. 10 - COMPLAINTS; ART. 12 - SAFEGUARD CLAUSE; ART. 16 - APPLICABLE LAW AND COMPETENT COURT.

This document is a courtesy translation in English language of the Italian version of the General Terms and Conditions of Sale of Profiltubi S.p.A.. This translation has been prepared by Profiltubi S.p.A. for the exclusive purpose of facilitating the reading of the Italian text. Profiltubi S.p.A. does not assume or accept any responsibility for the correctness of the translation of the General Terms and Conditions of Sale. The Italian text (Condizioni generali di vendita - available on the website www.profiltubi.it) will be the only one with legal value and will prevail in case of possible divergence with the English translation, or omissions within the same.

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