

## General terms of conditions

These conditions are intended to establish the methods of application and contractual implementation relating to all products sold by CR Tubi S.r.l. in the supply relationship. Therefore, unless otherwise specified in the offers or in the order confirmations, they apply to all supplies..

### 1. DISCIPLINE OF SUPPLIES, OFFER AND ORDER

Il rapporto di fornitura è regolato dai patti e condizioni di cui al presente atto che saranno integrati dalla successiva fattura. Le clausole presenti in fattura prevarranno su quanto qui stabilito se incompatibili. In ogni caso tutte le comunicazioni scritte prevarranno sulle comunicazioni verbali. Le offerte si ritengono sempre formulate senza impegno, a meno di indicazione contraria di CR Tubi riportata per iscritto e sono subordinate alla presenti condizioni generali di vendita. Il Cliente è tenuto ad inviare un ordine scritto e in ogni caso la conferma d'ordine prevarrà sul testo difforme dell'eventuale offerta e dell'ordine. Eventuali modifiche alla conferma d'ordine richieste dall'Acquirente dovranno essere oggetto di espressa approvazione da parte di CR Tubi. Anche quando l'ordine risulti essere accettato, CR Tubi ha facoltà di recedere dal contratto o di sospendere l'esecuzione in qualunque momento senza preavviso e senza che nulla sia dovuto all'Acquirente né a titolo di corrispettivo per il recesso, né a titolo di risarcimento danni. Tutti i prodotti forniti da CR Tubi vengono forniti grezzi e non collaudati, salvo diversa richiesta scritta che deve pervenire dal Compratore nell'ordine e richiamata da CR Tubi nella relativa conferma d'ordine.

### 2. PAYMENT METHODS AND PRICES

The prices are net of VAT. CR Tubi reserves the right to adjust the sale price in the event of an increase in raw materials and / or labor. The prices and conditions on our orders are considered fixed until the total exhaustion of the supply. Any changes must be authorized by us in writing. Payment must be made by the Buyer in the terms established by the particular conditions contained in the order confirmation. The place of payment is at the Seller's headquarters. Any delays on the agreed terms must be expressly accepted by CR Tubi; in this case, conventional interests will be applied to the Buyer in the measure of the legal rate + 2%. Failure to pay within the agreed time will have the following consequences: the application of default interest at the rate as indicated in the implementing decree of the European Directive 29.06.2000 / 35 / EC, the immediate suspension of supplies and the forfeiture of the term benefit for all subsequent payments that have not yet expired.

### 3. TERMS OF DELIVERY

The agreed delivery terms and contained in the order confirmation must be intended as indicative and not essential. In consideration of the merely indicative nature of the delivery terms indicated above, CR Tubi is not liable for damages directly or indirectly caused by delayed execution or delayed delivery of the product.

#### **4. PACKAGING**

CR Tubi will arrange the packaging according to its usual procedures well known to the Buyer. For particular types of packaging required in the written order, the extra prices will be agreed and calculated on the invoice.

#### **5. QUANTITY**

The Customer accepts that CR Tubi, for its own organization of production needs, delivers quantities of products in excess or in defect: the excess or defect will be contained within reasonable limits.

#### **6. RETURNS AND WARRANTY**

The Buyer must, under penalty of forfeiture, report the defects of the product in writing within 7 (seven) days of delivery.

Delivery means the moment when the goods are unloaded at the Buyer's factory. The reporting of any hidden defects must be made in writing within 8 (eight) days of discovery and in any case within 30 (thirty) days of delivery of the product. The return of the goods must in any case be previously authorized by CR Tubi. Authorized returns must be sent to the Seller's warehouse accompanied by a regular delivery note and the related quality documentation indicating the traceability of the batch and the description of the detected non-compliance. No complaint regarding the quality of the goods can be made in court if the regular payment of the goods to which the complaint refers has not taken place. Complaints regarding the quality of the goods cannot be taken into consideration, in the case of goods sold on special terms or goods by anyone repaired. The Buyer loses the warranty if he does not immediately suspend the processing or use of the product object of the dispute. In any case, the Buyer loses the warranty if he does not immediately suspend the processing or use of the product object of the dispute. CR Tubi reserves the right to verify that the defects reported are not related to inadequate or careless handling, storage or handling of the products by the Buyer. The warranty is also excluded in the event that the problems encountered on the material supplied are attributable to the subsequent processing steps to which the material was subjected (cleaning, polishing, etc.). Any report of the presence of alleged defects and / or defects on the material supplied does not in any case authorize the Buyer to suspend payment or to terminate the relationship for other supplies. The Buyer must cooperate in every reasonable way in order not to aggravate the position of the Seller. In particular, in the event of a complaint, the Buyer must ensure that the products subject to the complaint are in conditions that are verifiable and inspectable by the Seller. In the event that the complaint is founded following a verification carried out by CR Tubi, the compensation is limited to the replacement or payment of the equivalent of the price of the product. In any case, CR Tubi is not liable for the greater damages caused directly or indirectly by the sale.

#### **7. TRANSPORTATION LIABILITY**

The risks arising from the transportation of the goods are borne by the Buyer even if they are returned carriage paid.

#### **8. EXCLUSION OF LIABILITY**

CR Tubi cannot be held responsible for any damage reported by the Buyer, direct or indirect, if it appears that the product has been assembled incorrectly and / or differently or used in a non-compliant way. In the event that the defect is shown by technical checks on both sides, CR TUBI s.r.l. will repair and replace the damaged goods. Any compensation related to third party expenses, transport, travel or technical checks is excluded from now.

## **9. PRIVACY**

The personal data requested in the offer and order forwarding phase will be collected and processed in order to satisfy the express requests of the Customer and will in no case and in any way be transferred to third parties. CR Tubi guarantees its customers compliance with the legislation on the processing of personal data, governed by the “Code regarding the protection of personal data” pursuant to Legislative Decree 196/03 and by EU Regulation 2016/679.

## **10. JURISDICTION AND APPLICABLE LAW**

This report is governed by Italian law and the Vienna Convention and any dispute that may arise between the parties, in relation to the interpretation and / or execution of this report, will be devolved exclusively to the Court of Novara.

CR TUBI S.r.l.

July 2020