

# General Terms and Conditions of Sale

## 1. GENERAL PRACTICES

- a) The sale of Remaches Factory Srl's products is governed by the following General Conditions of Sale (hereinafter referred to as "GTC") which with the issuance of the order by the Customer shall be deemed automatically accepted and form an integral part of the contractual relationship between Remaches Factory Srl (hereinafter referred to as "Seller/Supplier") and the Customer. Any modification, addition or waiver shall only be valid if accepted in writing by Remaches Factory Srl as an addition to the GTC.
- b) Orders for the sale of Products shall therefore be governed by the General Terms and Conditions of Sale, which shall be supplemented, where appropriate, by any special conditions that may be agreed between the Seller and the Customer. These special conditions shall prevail over the GTC if Remaches has expressly accepted them in writing
- c) Fulfillment of any order, agreement, contract, etc. shall entail the Buyer's waiver of its general terms and conditions and/or any other stipulation, and acceptance of these GTC.
- d) All orders must be placed in writing and are subject to the express consent of the Seller.
- e) The Buyer accepts the GTCS without reservation when placing an order for Products with Remaches, having been made aware of their contents as a copy of them will be provided to him by Remaches Factory Srl. The GTCS are also published on the website [www.remachesfactory.com](http://www.remachesfactory.com) under the heading General Terms and Conditions of Sale.
- f) Any exclusions, modifications or additions to these GTC require a written agreement between both parties.
- g) Should a competent court declare any of the clauses of these GTC null and void, such declaration shall not affect the other clauses herein, which shall continue to be valid. In this case, the parties shall negotiate and try to reach agreement on the text of an alternative clause, which shall replace the invalidated clause and which shall be similar to it both in intent and in content.

## 2. TRANSFER OF OWNERSHIP AND RISKS

a) Any period specified by the Seller for delivery of the Products shall be deemed to be an estimate only and shall not be binding, as the Seller will make every reasonable effort to meet such delivery date; however, the Seller shall not be liable for the consequences of any delays, as further specified in Section 4 below.

b) Unless otherwise agreed in writing between the parties, delivery of the Products to the Purchaser shall be made carriage paid, by means of transport chosen by the Supplier and at the expense of the same but at the risk of the Purchaser, unless otherwise agreed. In the event of carriage forward, by courier appointed by the Purchaser, the Products shall be delivered and shipped at the Purchaser's expense and risk. These costs shall be charged to the Purchaser in the invoice, in addition to the agreed prices. The goods shall therefore travel at the risk and peril of the Purchaser, without prejudice to the liability of the carrier pursuant to Art. 1693. A minimum contribution for packaging costs is also required. If, according to the agreements between the parties, the Products must be delivered to the Supplier's warehouses, the Supplier shall inform the Purchaser of the availability of the Products for collection and subsequently issue the relative invoice. If the Purchaser fails to collect the Products within and no later than 5 (five) working days from the date on which he became aware of their availability, the Supplier reserves the right to charge the Purchaser for the storage and warehousing costs incurred by the Supplier from the said period of 5 (five) working days until the day of actual collection. The payment terms applicable pursuant to Article nine (9) below shall remain binding on the Purchaser even if the latter fails to collect the Products on time. If payment is to be delayed with respect to delivery, the payment terms shall in any case begin to run from the date of notice of readiness or, only in the absence thereof, from the agreed delivery date.

c) Title to the Products shall pass to the Buyer upon delivery thereof, in accordance with the delivery period agreed upon in this contract.

d) The Seller may make partial deliveries with partial invoicing, subject to notification of the Buyer, unless the Buyer, taking into account the interests of both parties, cannot reasonably make partial acceptance of the products.

e) Remaches reserves the right to deliver orders that correspond only to units packaged in multiples or to packaged batches that have an allowable packaging tolerance of plus or minus 2 per cent.

f) The Buyer may not refuse to supply the Products, suspend performance of its obligations, in particular those relating to payment, or seek to terminate the contract unless it finds gross negligence in the Seller's delay.

### 3. DELIVERY TIME - ACCEPTANCE OF DELIVERY

a) If the goods are not in stock or on arrival, the delivery period for the Products is, by way of indication only, four (4) months, subject to the provisions of Section 4 below.

b) Any period indicated by the Seller for the delivery of the Products shall be considered an estimate only and not binding, and therefore merely indicative, as the Seller shall make every reasonable effort to meet such delivery date, however, the Seller shall not be liable for the consequences of any delays, as further specified in Article 4 below.

c) The delivery term shall in any case commence upon receipt by the Supplier of any advance payments to be made by the Purchaser upon receipt of the order confirmation, or, in the case of Products to be manufactured to the Purchaser's technical specifications, upon receipt by the Supplier of all final technical specifications, drawings and technical data requested by the Supplier and/or necessary to be supplied by the Purchaser, for the relative commissioning and supply of the Products. The delivery terms shall not, however, be considered as essential terms for the Purchaser for the purposes of Article 1457 of the Italian Civil Code.

d) The Supplier reserves the right to fulfil the order also by means of partial deliveries and to issue partial invoices according to the deliveries made. If the Purchaser does not wish to accept partial deliveries of goods, he shall declare this to the Supplier in advance and in writing.

### 4. FORCE MAJEURE AND LIMITATION OF LIABILITY

a) The Supplier shall not be liable to the Purchaser for any non-performance caused by force majeure, i.e. events beyond the reasonable control of the Supplier, where force majeure shall mean any circumstance beyond the control of the Seller which temporarily or permanently impedes the performance of any or all of the Seller's obligations to the Purchaser, whether or not such circumstances were foreseen at the time of the completion of the order, agreement, contract, etc., including but not limited to: governmental action, dismissal, revocation or cancellation of licences, closure of business, forced closure of all or part of the business, war, whether declared or not, pandemic, fire, fire, forced closure of all or part of the business, war, whether declared or not, pandemic, fire, forced closure of all or part of the business, war, whether declared or not, war, fire, pandemic, fire, forced closure of all or part of the business, etc, including but not limited to: governmental action, termination, revocation or cancellation of licences, closure of business, forced closure of all or part of the business, war, whether declared or not, pandemics, fire, transportation problems, accidents, labour unrest, labour shortages, embargoes, temporary or permanent non-delivery of samples, failure of third parties to provide services regardless of cause, defects and/or failures in materials, machinery, systems and/or software and hardware, absence or shortage of materials with which to manufacture the Products.

b) If the Seller is prevented from performing all or part of its contractual obligations due to force majeure, performance of the obligation(s) concerned shall be suspended, without any liability on the part of the Seller, for as long as is reasonably necessary under the circumstances.

c) The Supplier shall not be liable to the Purchaser and/or third parties and/or their intermediaries for production downtime costs incurred by the latter due to a delay or non-delivery of the Products supplied by Remaches, if such non-fulfilment is caused by force majeure, as specified in point a) above.

d) Whenever a case of Force Majeure occurs, the Seller shall report the situation to the Buyer as soon as possible, stating the cause and the expected duration.

e) If the effects of the case of force majeure last for more than three (3) months and the seller cannot deliver the product, he may, at his discretion, extend the delivery period during the force majeure period by up to two (3) months or terminate the agreement, as well as demand payment for the partial delivery made, without being obliged to compensate the purchaser in any way.

## 5. PACKAGING - MINIMUM QUANTITIES

a) When ordering, please adhere to the packages indicated for each item in this catalogue. Orders for quantities less than the minimum packages will not be accepted. Remaches Factory Srl reserves the right to automatically adjust orders that do not correspond to the minimum quantities without requesting prior authorisation from the customer.

b) Non-standard packaging costs are borne by the Customer

## 6. MINIMUM TURNOVER

a) The minimum delivery amount per shipment is € 150.00 taxable amount.

b) For shipments below this amount, € 8.50 will be charged for handling costs.

## 8. PRICES

a) The Customer will have the prices of standard products available on the Supplier's portal, where discounts are also automatically calculated.

The Customer may, at any time, also request from Remaches, in writing, the price of the products or services in which it is interested, including the prices applied to new items, outside the portal. This type of order will incur an additional charge of € 10,00.

These prices will only be valid during the time window that Remaches will indicate in its communication with the Customer. If no time period is explicitly mentioned, it is understood that it will be 15 days.

The Customer undertakes not to disclose to third parties the prices of products sold by the Supplier and the conditions applied to such sales.

b) The price invoiced shall, in all cases, be the price valid at the time the order is formalised by the Customer and accepted by Remaches.

c) The prices indicated to the Customer will not include VAT or other taxes, commissions, transport costs, certificates or other similar benefits. Consequently, taxes and/or commissions current at the time of sale, as well as transport costs and any other related ancillary services must be added to the price of the products purchased.

d) Price tariffs may be changed at any time by Remaches, without these changes affecting the prices already agreed upon in current contracts with its customers.

e) If, as a result of unforeseeable circumstances, there has been an increase or decrease in the cost of materials or labour such that it results in an increase or decrease of more than one-tenth of the total agreed price, the contractor or the client may request a revision of the price. The revision may only be granted for that difference exceeding one-tenth and shall be agreed upon within 15 days of the supplier's request.

f) The prices of Remaches products refer to units. In the event that packaged products contain more than one unit, the minimum for sale is one package, and it will be expressly stated whether or not the price corresponds to the whole.

g) Any information on the prices of articles published on any platform (catalogues, price lists, web shops, etc.) shall not be considered an offer. In the event of any discrepancy between prices, the price of the offer or order accepted by the Customer shall always prevail.

## 9. SPECIAL OFFERS





Special offers consist of requests for products not included in the catalogue and to be realised on the basis of specific customer technical requirements or orders for special quantities.

Special offers are also considered to be the supply of products for specific industrial uses and/or with special certifications necessary for the use of the products.

Offers or requests for special products not included in the catalogue are subject to the following rules:

**Remaches Factory Srl**

Zona ind. Santa Scolastica  
Via G. Galilei 12  
64013 Corropoli (TE)  
Italy

: [info@remachesfactory.com](mailto:info@remachesfactory.com)  
: +39 0861 17 800 57  
: [www.remachesfactory.com](http://www.remachesfactory.com)  
: IT 01993500675

1. The purchaser must provide all technical information pertaining to the special request such as: technical drawings, samples, full description of the application, sample of the application;
2. The Supplier shall undertake to provide the price and delivery as requested by the Purchaser without any obligation to provide samples or technical drawings;
3. The Purchaser shall bear any costs for production equipment that will be expressly indicated in the quotation;
4. The Buyer shall bear the costs of first sampling, which shall be expressly indicated in the estimate;
5. The purchaser shall bear any production costs if the order fails for any reason, e.g. equipment, samples and transport costs;
6. The purchaser shall bear any paper handling costs if the order fails for any reason whatsoever. Paper handling means non-standard technical drawings produced by the Supplier, tests and certificates of any kind sent by the Supplier;
7. In the event of errors in the provision of the technical information referred to in point 1, no claim for product failure can be made if what was produced by the Supplier complies with the technical information given by the Purchaser.

The technical information provided by the Purchaser will be evaluated by the Supplier who will manufacture the product according to the specifications received. At the end of production, the Supplier will carry out an internal validation test, providing the result to the Purchaser together with the shipment of the products.

The Supplier, having followed the technical information received, shall have no liability for the failure of the product to function in the specific application made by the Purchaser.

## 10. TERMS OF PAYMENT

a) The Seller's offer or, if there is none, the Buyer's order accepted by the Seller, shall include terms and conditions of payment. Specified terms and conditions of payment may also be used within the framework of an ongoing business relationship between the Buyer and the Seller.

b) Terms of payment shall comply with the provisions of the legislation in force in Italy or in the Seller's country concerning measures to combat late payment in commercial transactions, and may not in any event exceed the maximum terms stipulated therein.

c) The Customer shall pay the price corresponding to each order of Products, by bank transfer, bank receipt, pre-authorised payment, irrevocable letter of credit, as agreed with Remaches Factory srl.

d) All invoices issued by the Seller shall be deemed approved and accepted unless the Buyer notifies the Seller in writing of any complaints within seven (7) days of receipt.



e) In the event of partial deliveries, the Seller shall be entitled to invoice and demand payment for each partial payment, as well as to issue partial invoices, and the Buyer shall be obliged to pay such invoices in accordance with these GTC.

f) If the amount due has not been paid on the agreed date of payment, the Buyer shall pay to the Seller, without prior notice, interest on arrears, calculated from the due date in accordance with current Italian law, without prejudice to any other right corresponding to the Seller, including the right to recover any judicial and/or extrajudicial costs it may incur in recovering the amounts due. The payment of such interest shall not release the Buyer from the obligation to complete other payments under the agreed terms.

g) The payment period shall be an essential term of the Contract, whereby if the Buyer fails to fulfil its payment obligations, such as failure to pay on the due date or in full, the Seller shall be entitled to suspend any commitment or obligation in respect of the Contract until such time as the Buyer honours its obligations, or even to terminate the Contract, without prejudice to the Seller's right to recover any damages caused by the late performance or even non-performance of the Contract.

h) Remaches Factory Srl reserves the right to set a credit limit for each customer and to make deliveries subject to this limit and/or the presentation of a sufficient payment guarantee. In case of late or non-payment, Remaches may proceed to recover the outstanding goods and/or take legal action to protect its rights. Remaches Factory Ltd. reserves in this respect the right to claim from the defaulting Customer the preliminary costs, in particular summons fees and legal fees.

## 11. TERMINATION

a) If the Buyer commits a breach of any of his obligations or there is reasonable doubt as to the fulfilment of such obligations, the Seller shall be entitled to terminate the contracts by notice in writing to the Buyer. He shall also be entitled to recover his ownership of the Goods, without prejudice to his right to take action to enforce any other rights hereunder, in particular the right to compensation for all damages caused, including all legal and/or extrajudicial costs and the payment of all other outstanding claims or claims that shall be deemed due and payable in respect of the obligations breached by the Buyer.





b) The Buyer shall not be entitled to terminate the Contract unless it has paid to the Seller all sums due to it up to that time, including any sums not yet due, as well as any other damages that the Seller may suffer.

## 12. RESPONSIBILITY – GUARANTEE

a) Remaches undertakes to ensure the conformity of its products with the requirements expressly specified in this catalogue.

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b) The Customer is solely responsible for the choice of the Product sold and the use or function for which it is intended. Therefore, Remaches Factory Srl shall not be responsible for nor guarantee that the Product is suitable for the technical applications envisaged by the Customer, nor for the achievement, in whole or in part, of the objectives set for the purchase of the Products. In this regard, the Customer shall have no right to return the Products and claim the price paid. Any technical advice given by Remaches Factory Srl verbally, in writing or by testing before and/or during the use of this Product is given in good faith but without warranty. Remaches Factory Srl's advice does not relieve the Customer of the obligation to test the supplied Product to determine its suitability for the processes and uses for which it is intended.

c) In the event that Remaches Factory Srl is obliged to assume any liability for damages suffered by Customer, such liability shall be limited to an amount equivalent to the amount corresponding to the Product order that caused the damage, unless an applicable mandatory law imposes a higher quantitative limit on Remaches Factory Srl. Similarly, Customer may not claim any compensation from Remaches Factory Srl once one (1) year has elapsed since the risk of the Products has been transferred to Customer, unless an applicable mandatory law establishes a greater time limit.

d) The Customer shall be solely liable, exonerating Remaches Factory Srl, for any damage caused to its employees or others due to improper use, storage, preservation, handling or processing of the Products when the indications, warnings or instructions that Remaches has provided to the Customer on the use of the Product have not been observed.

e) Remaches Factory Srl shall in no way be liable to third parties for causes external to it, including Customer's violation of applicable product and chemical regulations. Customer shall hold Remaches Factory Srl harmless from and against any and all claims, damages and/or losses arising directly or indirectly from Customer's breach of its obligations under its contractual relationship.

f) In the event of a defect in the product, this must be reported to Remaches within 8 days. Following this report, Remaches will carry out the necessary checks and communicate the outcome of the assessment of the reported defect. Products acknowledged as defective by Remaches Factory Srl will be replaced. The guarantee, both legal and contractual, commits Remaches Factory Srl exclusively to the elimination of defects due to poor quality of the material used or construction defects; products damaged due to inexperience or improper use or due to wear and tear falling within the norm will not be replaced, nor products for which the purchaser has requested particular modifications or has made tampering with the same or part of them.

g) The return of products, acknowledged as defective by Remaches Factory Srl, must be made ex our premises, taking care to indicate in the accompanying document the DDT details of Remaches Factory Srl, the code, the description of the article supplied, as well as attach a photocopy of any DDT/invoice issued by Remaches, which can prove a previous repair.



h) Shipment of all repaired items shall be carriage paid, charged to invoice or carriage forward (customer's carrier).

i) Products intended for industry must be requested and ordered with specific indication of end use and purchase of the relevant quality certificate.

l) Upon request, Remaches Factory Srl will supply IMDS/PPAP3 etc. for each individual delivery at a cost to be indicated in the offer.

## 13. COMPLAINTS – RETURNS

a) Eight (8) days after receipt of the goods, no complaints shall be accepted. Complaints of any kind shall not suspend the obligation to make payments in the agreed form.

b) Returns of Remaches Factory Srl's Products due to causes other than quality problems, deviations from what was ordered and/or shipment error on the part of the Supplier, must be authorised in advance by the sales manager of Remaches Factory Srl, upon written request.

c) The return is accepted if:

- The material is returned by prior agreement and carriage paid and with a delivery note with references to the sales invoice and/or with an invoice from Remaches;

- The material is still packed in the Supplier's boxes, with a label for traceability;

- The material is standard, i.e. in the Supplier's catalogue;d) Non vengono accettati resi di prodotti appositamente prodotti per il Cliente (prodotto speciale) o approntato per le esigenze di quest'ultimo (prodotto extra-gamma);

e) Returns for product defects are not accepted without full documentation and description of the same, with the right, if necessary, to make an inspection at the application site for possible verification, and unless the defects are expressly acknowledged by the Supplier;

f) If the above-mentioned requirements are not met, the return will be sent back to the sender at the sender's expense;

g) In each return, an excess charge of 30% of the value of the returned material shall be applied.

## 14. INTELLECTUAL PROPERTY

a) The intellectual and/or industrial property rights of the Seller's trademark, the offer, the information attached thereto, the Products and/or supplies, as well as the articles, drawings,

software, etc. (hereinafter referred to as "Intellectual and Industrial Property Rights") incorporated in or related thereto, belong to the Seller. Therefore, the Buyer shall not have any right to use them for any purpose other than the completion of the order, nor to transfer them totally or partially to third parties, without the prior express written consent of the Seller.

(b) All intellectual and industrial property rights arising from and/or relating to data and/or documents provided or prepared by the Seller shall remain in the possession of the Seller, unless otherwise agreed, not granting the Buyer any rights or licences in respect of the information or material transmitted.

c) The Buyer may not apply any modification, alteration, obscuration or omission of trademarks or trade names to the Goods without the prior written consent of the Seller.

d) The Buyer undertakes to inform the Seller of any infringement of the Seller's trade mark or trade names or other intellectual and industrial property rights, as well as of any action involving unfair competition of which it becomes aware.

e) The Buyer undertakes to assist the Seller as far as possible in any legal action taken in defence of its intellectual and industrial property rights and/or any infringement of its trade mark or trade names and/or in cases of unfair competition.

## 15. KNOW-HOW AND CONFIDENTIAL INFORMATION

a) The Purchaser undertakes not to disclose any documents, data, technical knowledge or any other information received from the Seller (whether in writing, orally, electronically or by any other means, directly or indirectly) (hereinafter "Confidential Information") to any third party unless it has the prior written consent of the Seller and to use such Confidential Information solely for the purposes set out in these GTC. Buyer agrees to provide the Confidential Information only to employees who request it and who are subject to the obligation of confidentiality.

b) The parties, including, among others, their affiliates, owners, operators and employees, shall not use or disclose trade secrets or other types of Confidential Information, or permit their use or disclosure by third parties, or make any statements or issue any information bulletins regarding the transactions that apply in these GTC, for any purpose other than the performance of their obligations hereunder, without the prior written consent of the party disclosing the Confidential Information. This obligation shall remain in force for a period of five (5) years after delivery of the Products.

## 16. BUYER'S DRAWINGS AND DESIGNS

- a) Whenever the Buyer specifies in writing that the Goods must comply with a specific packaging, design, data or production method, the Seller shall implement these specifications provided that these specifications have been accepted in writing. In other cases, the Seller may change the Goods, provided that such changes are not material or that such material changes have been agreed with the Buyer, in which case such changes shall not constitute a breach of contract and/or shall not give rise to liability for the Seller.
- b) The Seller shall not be liable for any breach of performance or defective performance of the Products if it is the result of errors, incompetence or other inaccuracies in the data and/or information, in its broadest sense, provided by, or on behalf of, the Buyer.
- c) The Buyer shall indemnify the Seller for all costs and damages of any amount whatsoever that are generated as a result of the manufacture of the Product in accordance with the technical characteristics and information provided by the Buyer, or arising from infringement of patents, trademarks, intellectual and/or industrial property rights and/or models.
- d) The Purchaser exonerates the Supplier from the contents of the packaging of the product made according to the Purchaser's instructions and requirements.
- e) The Purchaser exempts the Supplier from any infringement of patents filed by others on what has been produced on the basis of technical information provided by the Purchaser.

## 17. TECHNICAL INFORMATION

- a) The scope of supply and the characteristics of the Products shall be defined in the order confirmation.
- b) Weights, dimensions, capacities, technical specifications, features and settings relating to the Seller's Products included in catalogues, brochures, prospectuses and technical literature are purely indicative and non-binding, unless expressly accepted by the Seller.
- c) Any measurements or dimensions set by the Seller shall be considered an approximation, unless the Buyer requests specific measurements in writing. Quantities quoted are estimates only, as Goods delivered may vary in quantity or size by +/- 2%.

## 18. USES AUTHORISED BY THE PURCHASER

- a) The Buyer shall be solely responsible for and shall hold the Seller harmless from all liability in connection with the use of the Goods.
- b) The Buyer warrants to the Seller the following:

- that it will comply with any legal requirements or requests or authorisations of any governmental authority in relation to the Products and the applications to which the Products will be subject
- that while the Products are in its possession or under its control, the Purchaser will comply with such requirements,
- that it will ensure that any other Purchaser of the Products also complies with these requirements,
- that the Purchaser will indemnify the Seller for any liability arising out of or as a consequence of the breach of such requirements

## 19. FAILURE

- a) If the Buyer becomes subject to any form of receivership, insolvency proceeding, liquidation or transfer of all or part of its assets, the Seller may give effect to the termination of the contracts by notice in writing, without prejudice to its other rights hereunder, such as compensation for damages resulting therefrom, together with payment by the Buyer to the Seller of all amounts due or outstanding that shall be deemed due and payable in respect thereof.
- b) If the Purchaser finds himself in one of the cases referred to in a) above, he shall refrain from including the said Products in his assets and shall immediately report that fact.

## 20. LEGISLATION AND JURISDICTION

- a) The parties shall endeavour to settle any dispute that may arise directly or indirectly out of these GTC fairly and in good faith.
- b) If it is impossible for the parties to reach an amicable agreement pursuant to the preceding paragraph, any disputes that may arise, including those relating to the existence, validity or termination of the agreements covered by these GTC, shall be subject to the exclusive jurisdiction and competence of the Court of Teramo, without prejudice to the seller's right to initiate legal proceedings in any other competent jurisdiction.
- (c) These GTC, their interpretation and any contractual or non-contractual obligations arising out of or in connection with them shall be construed in accordance with the law of the country in which the Seller is established, i.e. Italy.
- d) These General Terms and Conditions of Delivery are drafted in Italian and English. In the event of any doubt as to interpretation, the Italian language version shall prevail.

REMACHES FACTORY SRL CATALOGUES ARE INDICATIVE, WE RESERVE THE RIGHT TO CHANGE THE SPECIFICATIONS OF ANY PRODUCT WITHOUT PRIOR NOTICE TO THE CUSTOMER

**DATE**

**Stamp and Signature**

## 22. SPECIFIC APPROVAL OF CLAUSES

a) The parties declare that they have read and understood the exact content of all the clauses of this Contract; they acknowledge that they have freely and fully negotiated them among themselves and that they have specifically approved them in their entirety.

b) Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Customer declares that he has carefully read and expressly approves the following clauses: 2 (transfer of ownership and risks), 8 (prices), 9 (special offers), 12 (liability-warranty), 13 (complaints-warranty) and 20 (legislation and place of jurisdiction).

**DATE**

**Stamp and Signature**