

General Sales Conditions

INTRODUCTION

These are **Eurocromo Srl** General Conditions sales conditions substitute, where applicable, and complete that which has been provided for by the current Italian legislation on the subject. Although not expressly written, reference must be made to the standard UNI EN 10021: "General technical delivery requirements for steel and iron products".

1. GENERAL PROVISIONS

These General Conditions constitute the legal basis of the contracts that were not subject to individual agreements and render ineffective any clause to the contrary, written or unwritten, proposed by the buyer and not expressly accepted in writing by the seller. The goods are guaranteed in accordance with the specifications issued by the buyer on the orders confirmation; without of these specifications, goods are guaranteed within the normal limits of industrial quality.

2. DELIVERY

The delivery dates are calculated from the date of the order or from the arrival in the seller's establishment by the specifications and technical information necessary for the production of the order's material. **The delivery dates are respected as much as possible, but are not guaranteed:** failure to respect them does not determine the application of sanctions or the payment of damages, and does not allow the buyer to terminate the contract or to consider it terminated for each late delivery. In the case of force majeure (as defined below), the delivery can be moved on as a function of the effect that this cause has imposed on the preparation and delivery of the goods. All events outside of the reasonable control of the seller are defined as cases of force majeure, including but not limited to: natural events, fires, accidents, transport delays, strikes, and government restrictions, also including the delays of the suppliers of raw material or services necessary for production.

3. DELIVERY, RECEIPT, TRANSPORT

The delivery of the material is always considered to be carried out in the seller's establishment. If it has been agreed to carry out acceptance tests by organizations or persons external to the seller, these tests must be carried out in the seller's establishment. The costs of the tests, as well as those of the materials used in the tests, will be borne by the buyer if the material is compliant, and otherwise by the seller. In all cases, the seller will carry out the shipping and all of the accessory operations as a deputy for the buyer, who assumes all the risks of this operation. When the material reaches its destination, the buyer must check its conditions, the weight and the quantity or its compliance with the delivery note and notify the seller of any possible claims within the legal terms.

4. PRICES

Without prejudice to the base prices established in the order, extra charges and discounts for quality, sections, quantity, treatments, etc. are subject to variations and those in force at the date of delivery will always be applied. Except in the case of explicit agreement to the contrary, the prices do not include taxes and contributions of any kind that could affect the sales operations or the materials, and will be borne by the buyer. If the materials need to be packaged, the packaging will be invoiced separately from the price of the materials.

5. COMPLAINTS

If the goods supplied do not match to what our company have confirmed in the order confirmation, any claim for defects detected upon receipt, must be notified in writing within a maximum period of 15 days from the date of receipt of goods, under penalty of forfeiture. The term is extended to 90 days in case of defects not detectable at the time of receipt.

Expiration of such terms shall be deemed accepted materials

On **the claims** notification there must be write:

- * Number of confirmation of the order, if any;
- * No. of position on the order confirmation, if any;
- * Loading number document;
- * Other identifying elements of traceability (profiles, length, quality, heat number);
- * State of the material at the time of the claim (as supplied, worked, etc. .);
- * Claim description and when it was detected;
- * Claimed quantity;
- * Leaded quantity disputed;
- * Any proposed solution.

Eurocromo Srl must be able to examine the merits of the dispute through an examination of the claim quantity, shipped to the customer or by the visit, if the defendant.

The claim material must be selected in the same state in which it was delivered and kept available until the resolution of the complaint even if sold or processed by a company other than the Client. The customer decision and/or end-user to put into processing the material object of the dispute without the prior approval of Eurocromo Srl shall not be entitled to compensation.

A working complaint does not involve the resolution of the order and is also excluded any liability of Eurocromo Srl for any direct and/or indirect damage suffered by the Customer subject to the limit provided for by art. 1229 of the Italian Civil Code.

In the case of forecast supplies, any complaints, even if time, does not release the Customer from the obligation to collect the remaining amount of materials ordered.

In the case in which Eurocromo Srl will approve the complaints after a determination on the claim material, new realized situation will be:

- * Restore Claimed Material by the customer for replacement and/or reworked material if it possible.
- * Final rejection claimed material by the customer, subject to accepted form by Eurocromo Srl, for an impossible replacement and/or rework claimed material. Issuance of Credit Note.

Eurocromo Srl reserves to refuse **any claims** from material already processed and/or just cutted (directly by the customer), other than those that are not recognized upon delivery of the material and not in advance notify to Eurocromo Srl.

In any case, Eurocromo Srl will respond to the value of the material provided.

6. QUANTITY

Unless otherwise indicated and except for manufacturing needs, we consider the orders to be duly completed, with regard to quantity, when the quantity delivered is included in the following limits.

Weight of the order by section, size, and quality	Tolerance (%)
Less than 1 ton	± 15%
From 1 to 5 tons	± 10%
From 5 to 10 tons	± 7,5%

7. PAYMENT CONDITIONS

The payment must be made, at the address of Eurocromo Srl, in accordance with the agreed conditions upon with the buyer. Failure to comply with the payment terms will result in the commencement of arrears interest at the “prime rate” plus one point. Failure to comply with the payment terms will also determine, in itself, the forfeit of the term benefit with the obligation for the buyer to pay all sums still due without delay. The seller has the right to suspend the execution of the contract and the shipping of the goods that are still to be delivered. In addition to the arrears interest, the buyer is obliged to pay for any damages and cannot claim compensation for the interruption of the supplies.

8. WARRANTY AND LIABILITY

The warranty of the seller for the material sold is limited to its characteristics, as defined by the contract or by the seller’s catalog or, in their absence, in the standards and in the standardization tables used to define the sold material, without in any case arriving at the purpose that the buyer intends to obtain with these materials, even in cases in which their use has been suggested by the seller. The seller’s responsibility, as a function of the aforementioned warranties, is limited to the replacement of the defective material in the shortest possible period of time or to the reimbursement of its cost if the seller has already received the payment, without in any case that any compensation can be requested for the manufacturing expenses nor for direct or indirect damages. To be eligible for the aforementioned warranty, the buyer must file a complaint with the following dates: a) within 8 days following delivery for visible faults or defects; b) within 6 months following delivery for hidden faults or defects.

8. PURCHASE OF FINISHED GOODS

The seller reserves the right to supplement the provisions with finished material acquired from suppliers that the seller itself has approved and qualified according to its own procedures.

9. JURISDICTION

The Court of Milano will be competent for any controversy deriving from the interpretation and execution of this contract, or in any case connected to it.

10. APPLICABLE LAW

This contract is subject to Italian law.