



FORGE FEDRIGA
ADVANCED FORGING SOLUTIONS

General Terms and Conditions of Sale Version 1.1. dtd 09/11/2023

1. Definitions, Applicable Terms

1.1 In these General Terms and Conditions of Sale, the following expressions have the following meanings:

"Company" – Forge Fedriga S.r.l., with registered office in Via dell'Artigianato,13 – 25040 Cividate Camuno – Fiscal Code 01756120174; VAT 00652470980

"Customer" - person(s), firm or company who purchases the Products from the Company

"Order Confirmation" – the Company's acknowledgment of order that validates the request for a Product or service

"Offer" – each estimate and/or offer made by the Company to the Customer for the sale of the Products

"Contract" - the agreement between the Company and the Customer for the sale and purchase of the Products

"Purchase Order" – the purchase order submitted by the Customer to the Company, containing information on the Products, quantities, prices, shipping as well as billing addresses and other information necessary for the fulfilment of the order

"Products" - any products or services the Company supplies to the Customer under a Contract.

1.2 Subject to any variation under Condition 1.3, the Contract will be based exclusively upon these General Terms and Conditions of Sale and the Order Confirmation.

1.3 Subject to the pacts made in the Contract, these terms and conditions may only be varied or amended in writing. Any changes or amendments will only be valid if countersigned by the Company's legal representative.

2 Offer

2.1 Each Offer is valid only for 5 days from the date such Offer was sent, unless otherwise stipulated by the Company in writing. However, any Offer may be withdrawn or revoked by the Company at any time prior to the receipt by the Company of the Customer's acceptance of such Offer.

3 Performance of the Contract

3.1 The forwarding of a Purchase Order by the Customer to the Company implies full acceptance of these General Terms and Conditions of Sale.

3.2 The Contract between the Company and the Customer must be considered to be finalised only with the issue on the part of the Company of the Order Confirmation, whereby the Company expresses its acceptance of the Purchase Order submitted by the Customer. Silence on the part of the Company may in no case be construed as tacit acceptance.

3.3 If, within the term of 2 (two) days after the date of receipt of the Order Confirmation, the Customer has not explicitly notified the Company that it does not wish to accept the Order Confirmation, silence on the part of the Customer will be understood as tacit acceptance of the Order Confirmation. The terms and conditions contained in the Order Confirmation shall be deemed prevalent to those contained in the Purchase Order.

4 Prices

4.1 The prices in the Offer and in the Order Confirmation are understood to be net of any taxes or duties and do not reflect any new taxes or fees that may arise after the date of the Order Confirmation on the materials covered by the Order Confirmation, after its issue. If any new taxes or tariffs are hereafter imposed on the materials to which the Order Confirmation refers, the price set forth shall be increased to reflect the cost to the Company of such newly imposed taxes or tariffs.

4.2 The Company may adjust the price stated to take account of any changes subsequent to the Order Confirmation, including but not limited to: i) any changes in the Product specification made at the request of the Customer and agreed by the Company; (ii) any delay caused by the Customer; (ii) any changes in volumes.

5 Payment

5.1 The Customer must make payments as stated in the Order Confirmation. Compliance with the payment deadline will be of the essence of the Contract.

5.2 All payments to be made by the Customer under the Contract will be made in full, unless otherwise agreed in writing between the parties.



5.3 On the Customer failing to make full payment when due, without prejudice to the right of compensation for damage, the Company may: (i) require future payments in advance of delivery; (ii) suspend delivery of any Products without incurring any liability to the Customer; (iii) terminate the Contract; (iv) charge interest at the maximum rate permitted by applicable law, from the due date until payment in full.

6 Delivery and transfer of risk

6.1 The delivery term shall be as stated in the Confirmation Order.

6.2 Any standstill generated by the Customer, including all consequent postponements caused in the production planning (e.g., in case of hold points, witness points, approval of documents, etc.), unless previously agreed upon, may lead to a rescheduling of the agreed delivery term.

6.3 If the standstill generated by the Customer should for any reason exceed 60 days, the Company and the Customer undertake to agree in good faith to pay a deposit on the supply.

6.4 The Company will endeavour to deliver the Products within the time agreed, and, in any case, within a reasonable time. Delays in delivery cannot give rise to penalties, claims for damages and / or termination of the contract by the Customer.

6.5 If the products cannot be shipped to or received within the deadlines agreed due to the Customer's responsibility, the Company may, at its discretion: (a) store the Products or (b) have them stored by third parties on such terms as the Company may in its discretion think fit. In such cases, (i) title and risk of loss immediately pass to the Customer and delivery shall be deemed to have occurred; (ii) any amounts payable to the Company upon delivery or shipment shall be due; (iii) any expenses and charges incurred by the Company related to the storage shall be payable by the Customer upon submission of the Company's invoices.

6.6 The Company may make partial deliveries. Partial deliveries will be invoiced immediately and separately.

6.7 Packaging and shipping will be in accordance with the Company's best judgment but with no further liability on the part of the Company. At the Customer's request and expense, the shipment will be insured against all insurable risks.

7 Inspection of the Products – Complaints

7.1 The Customer must verify the condition of the packaging, the quantity, the exterior characteristics of the goods, as well as every apparent defect relative to the Products delivered and/or picked up, under penalty of forfeiture, upon receiving or picking up the Products and before accepting them. In particular, disputes regarding the physical integrity of the containers and the discrepancy between the quantity and the characteristics indicated in the Order Confirmation and/or the shipping document and those actually delivered and/or picked up must be reported, under penalty of forfeiture, on the shipping document countersigned by the carrier at the time of delivery. A copy of this document must be immediately forwarded to the Company. In the absence of challenges by the methods indicated above, any defects shall be considered accepted by the Customer.

7.2 Any defects in the packaged Products that cannot be recognised by a thorough inspection upon receipt must be reported ("Defective Product"), under penalty of forfeiture, in writing, even by way of e-mail, to the Company no later than eight working days after the discovery and in any case no later than twelve months after delivery.

7.3 Any Defective Product may not be used and/or resold and must be held in a suitable place. Should the Defective Product be used in the nuclear field, the Defective Product must be denuclearised at Customer's expenses. In the event that the complaint is unfounded, the Company shall be entitled to compensation for damage and to refuse any costs (including, but not limited to, travel expenses, accommodation, transport, etc.)

8 Certification and Testing procedures. Access to the company.

8.1 The certification and testing activity ("Certification and Testing") must be carried out in accordance with the operating methods and requirements defined in the Order Confirmation and the following conditions shall apply: (i) unless otherwise specified in the Order Confirmation, the Certification and Testing ("Internal Testing") shall be carried out independently by qualified personnel of the Company, who will release to the Customer the results of the tests carried out; (ii) if required in the Order Confirmation, the Certification and Testing shall be executed by qualified personnel of the Company and witnessed by Customer's Representatives or a Third party inspector indicated by the Customer ("Witnessed Testing"). The expected date of the Witnessed Testing shall be agreed between the parties with appropriate notice.



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- 8.2 At the end of the Certification and Testing, documentation will be issued certifying the positive outcome of the tests.
- 8.3 The Company may in no way be deemed liable vis-à-vis the Customer or third parties for claims or requests for damages deriving from discrepancies of the Products that are detected after the Witnessed Test, which could be detected during said Witnessed Testing.
- 8.4 The documentation relating to the Certification and Testing will be issued on the basis of the templates in use by the Company ("Documentation"). Changes to the Documentation will be allowed only if expressly agreed in the Order Confirmation.
- 8.5 The Company will carry out the anti-mixing test ("PMI") on all Products and will affix its product marking (the "Brand") on all Products, unless otherwise agreed in writing with the Customer. Therefore, the Company will be held liable to the Customer or third parties only in the event that the Product is marked with the Brand.
- 8.6 Unless otherwise agreed in writing with the Customer, the checks carried out and certified on the Products are linked to the reference geometry ("Reference Geometry") specified in the Order Confirmation. Therefore, the reference thickness for the mechanical properties and quality level of volumetric examination ("UT exam") are guaranteed by the Company only on such Reference Geometry. The Company may in no way be considered liable vis-à-vis the Customer or third parties in the event of any subsequent changes made by the Customer to the Reference Geometry.
- 8.7 The mechanical characteristics, including hardness, will be guaranteed at the withdrawal depths required by the reference standard on the basis of the Reference Geometry specified in the Order Confirmation. The Company may in no way be considered liable vis-à-vis the Customer or third parties in the event of any subsequent removal of material made by the Customer, which may change the size of the Products.
- 8.8 Broken test specimens used for testing will be kept for 60 days since the date of Certification and Testing, unless different Customer's requests.
- 8.9 Requests for visits to the Customer's premises must be made to the Sales Department with reasonable notice. However, the presence of the Customer during the Forge phase can only be accepted if agreed in the Order Confirmation.

9 Risk / Ownership

- 9.1 Risk of damage or loss of the Products shall pass to the Customer on delivery (or deemed delivery in accordance with the provision under 6.4).
- 9.2 The Products are sold with retention of title for the Company until payment in full of the purchase price by the Customer. However, and without prejudice in any case to the right to compensation for damage, in the event of non-payment of several instalments, the Company has the right (i) to consider the contract terminated and (ii) withhold payments already received as compensation. Should the goods be processed or combined with other materials before the Customer has obtained full title ownership over the goods, the Company shall acquire a corresponding property right over the products deriving from the processing, in proportion to the value of the goods in relation to the other materials utilised in the processing.

10 Information and Intellectual Property

- 10.1 Where the Products are manufactured in accordance with information, drawings or specifications supplied by the Customer, then: i) no warranty is given by the Company as to the suitability or fitness of such Products for their end use by the Customer; and (ii) the Customer must indemnify the Company and hold it harmless against all liabilities in relation to: (a) Products infringing any software and copyright, and (b) any defect in the Products due to faults or omissions in such information, drawings, specifications, alterations or instructions.
- 10.2 All software and copyright, drawings, samples, tooling, models and similar items used by the Company in relation to the Products are and shall remain the property of the Company and shall be treated as confidential, and not be used, copied, or disclosed to any third party without the Company's prior written consent. No right or license is granted to the Customer under any software and copyright except the right to use or re-sell the Products in the ordinary course of the Customer's business.

11 Warranty

- 11.1 The Company's warranty for the Products shall be 12 months from the date of delivery.
- 11.2 Where the Products are manufactured in accordance with information, drawings or specifications supplied by the Customer, then: i) no warranty is given by the Company as to the suitability or fitness for purpose of such Products; and (ii) the Company's obligations and liabilities vis-à-vis the Customer in



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respect of the Products will be limited to the requirements stated and/or referenced in the Order Confirmation and any other explicit or implicit warranty is excluded.

- 11.3 The Customer guarantees the conformity of the Product only to the requirements expressed and/or referenced in the Order Confirmation, to the exclusion of all other requirements. In any case, the Company may in no way be deemed liable with reference to the uses, applications and operations for which the Product is intended directly or indirectly.
- 11.4 Should the Products be defective, the Company will only be obliged to replace the defective Products at its discretion and following an agreement with the Customer. The obligation to replace the defective Products is inclusive and replace any other warranty or remedy. Any additional liability on the part of the Company, including compensation for damage, is explicitly excluded. This limitation also applies to any claims for recourse on the part of the Customer or its assignees for Product liabilities. If the Company cannot perform the repair as a result of written agreements, the Customer may carry out repairs directly or through third parties at its own risk and expense. Where the repairs carried out by the Customer or a third party have been successful, the reimbursement by the Company of the costs incurred by the Customer will extinguish the Company's obligation in relation to the aforementioned defect.
- 11.5 In any event, any damages to persons and/or things attributable to the Company will be compensated in accordance with the conditions and within the limits fixed by the Company's insurance policy, a summary of which is available on the Company's website (https://www.forgefedriga.com/vedit/15/img_download/Product%20Liability%20Insurance%20Coverage.pdf)
- 11.6 The warranty contained in this Section 11 shall not apply in respect of any Products: (i) supplied by the Company as samples or prototypes for test or evaluation purposes and in these circumstances the Company's only obligation shall be to endeavour to supply such Products in accordance with any specification, performance criteria or drawings agreed with the Customer; (ii) where any information, drawing, design, specification or instruction provided by the Customer is inaccurate or incorrect; (iii) where all or part of the Products are supplied to the Company by a third party appointed by the Customer; or (iv) that have been subject to any unauthorised repair or replacement, modification or alteration.

12 Force Majeure

- 12.1 Neither the Company nor the Customer will be liable for a failure to perform that arises from causes or events beyond their reasonable control (including but not limited to, war, terrorism, natural disasters, pandemics, epidemics, fire, strikes and lock-outs, embargoes, governmental sanctions and supplier disruptions or insolvencies, interruptions or reductions in gas or electricity supplies) and without their fault or negligence ("Force Majeure"). The party claiming the Force Majeure must give notice in writing as soon as possible both after the occurrence of the Force Majeure event and after termination of the Force Majeure event. The Customer will continue to pay for the Products delivered prior to the Force Majeure event and will be responsible for any holding costs during the Force Majeure event. If, due to the occurrence of Force Majeure events, it is unreasonable in commercial terms for the Company to continue the Order, the Company may terminate or rescind the Order Confirmation or the relevant portions thereof.

13 Assignment of the order

- 13.1 The Customer may not assign, mortgage, or otherwise dispose of the Order Confirmation or any rights thereunder in whole or in part without the Company's prior written consent.

14 Termination for Cause

- 14.1 Any of the following shall constitute "Cause" (as referred to in Section 14.2): (i) the Customer fails to pay the price when due or otherwise breaches the Order Confirmation or any other contract with the Company; (ii) the Customer is unable to pay its debts as they become due, or the Customer otherwise becomes insolvent or suspends payment or threatens to do so; or (iii) steps are taken to: (a) propose any composition or insolvency proceedings involving the Customer and its creditors generally, (b) obtain an administration order or appoint any receiver in relation to the Customer or any of its property, (c) wind-up or dissolve the Customer, or (d) change who has control of the Customer.
- 14.2 If any Cause occurs, or if the Company reasonably believes that any Cause is about to occur, then the Company may (without prejudice to its other rights hereunder or otherwise) at any time by 24 hours' prior notice to the Customer, and without opportunity to remedy (unless prescribed by applicable law), do any one or more of the following: (i) modify the payment terms under Section 5; (ii) withdraw from any existing



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contract with the Customer; (iii) suspend any deliveries to be made under the Order Confirmation or under any other contracts with the Customer; (iv) revoke any authority to sell, use or consume any delivered Products and require the Customer to return to the Company any delivered Products and, if the Customer fails to do so, the Customer will reimburse the Company for all costs to obtain re-possession of delivered Products and costs to re-sell any such Products without giving notice; and/or (v) require the Customer to reimburse the Company for costs related to any purported cancellation or failure to take delivery, including but not limited to the cost of any material, labour, system, tools and any overheads used, or intended to be used, for the Customer's orders.

15 Confidentiality

15.1 The Customer will consider all information furnished by the Company under the Order Confirmation (including drawings, specifications, or other documents prepared by the Company for the Customer in connection with an order or an Offer) to be confidential and will not disclose any such information to any other person, nor use such information for any purpose other than the purchase, use or sale of the Products in accordance with the Order Confirmation, unless the Customer obtains the Company's prior written consent.

16 General

16.1 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office and deemed to be valid and effective if personally served on the other Party or sent by prepaid registered mail or by e-mail to the addresses given by the Parties.

17 Applicable law and jurisdiction -

17.1 Italian law applies to this Contract.

17.2 Any dispute arising from or related to this Contract will be referred to the exclusive jurisdiction of the Brescia Court, in Italy. However, as an exception to the principle hereabove, the Company is in any case entitled to bring his action before the competent court of the place where the Customer has his registered office.