

RALC ITALIA S.r.l.
GENERAL SUPPLY CONDITIONS
(GSC)

§ 1 – Conclusion of the Contract

- Supplies of products (machinery, production lines, components) by Ralc Italia (hereinafter also only the Products) are governed, in this order
 - by the Italian Civil Code and the applicable special laws;
 - by Ralc Italia General Supply Conditions (GSC)
 - by what is established in Ralc Italia's written offer duly accepted by the Customer or by the Customer's order followed by Ralc Italia's order confirmation.
- The later source validly derogates from the earlier ones.
- Acceptance of the GSC is made by the Customer only once; it applies to all subsequent offers and orders in which the GSC are referred to..
- In the absence of prior acceptance by the GSCs, no supply may be performed.

§ 2 – Validity period for offers and orders

- Offers made by Ralc Italia shall have the validity indicated therein and shall be deemed to be made in relation to the data and materials available at the time of issuance.
- The supply contract is concluded when the Customer - having previously accepted the GSCs - signs for acceptance Ralc Italia's offer or, in case of order issue, receives Ralc Italia's order confirmation.
- Drawings, projects, information and economic, commercial and technical data however exchanged between Ralc Italia and the Customer through the offer, the order, the order confirmation or other communications made during the negotiation, have the nature of **Confidential Information**. Both Ralc Italia and the Customer therefore undertake not to disclose such information and not to make any use of it other than that inherent to the negotiation in progress.

§ 3 – Prices and Payment

- The price of the Products shall be indicated in the offer or in the order confirmation, together with the terms of payment.
- The price, unless otherwise indicated, is VAT excluded.
- Standard packaging is included in the sales price for transport by carrier. The use of particular or special packaging shall be requested by the Customer during negotiations and may give rise to increases in the sales price of the Products..
- Delay in payment is governed by the current legal provisions on late payment of commercial obligations (Legislative Decree 9/10/2002, no. 231)..
- Delay in payment relating to a supply allows Ralc Italia to suspend the execution of different orders, provided they are current with the same Customer or with companies belonging to the Group to which the Customer belongs.
- Payments must be made by bank transfer only.

§ 4 – Technical Specifications and Testing

- The supply of the Products shall be governed by the technical specifications defined at the time of conclusion of the Contract, in the offer or in the order and order confirmation; these shall also include the description of the testing activities to be carried out on site, after assembly and initial operation of the Product, as well as the instruction and training of the Customer's Personnel.
- Ralc Italia reserves the right during the design and/or construction phase to make any modifications and/or additions to the design and/or components used if these are of an improving nature and do not affect the price. If there are modifications requested by the Customer these will be evaluated and Ralc Italia will make an offer.
- Upon successful conclusion of these activities with the signing of the test report, the Product shall be deemed to be duly delivered in a state of perfect operation and in the absence of defects, faults or non-conformities.

4. Further tests and inspections shall be requested in detail in writing by the Customer at the time of the offer request or order sending and shall be the subject of the order confirmation. The Customer will provide at his own care and expense at Ralc Italia's premises in San Giorgio di Nogaro, to supply the test materials, at least 30 days prior to pre-testing unless specifically requested by Ralc Italia. The test materials must conform to and be within the tolerances foreseen in the offer..

§ 5 – Delivery Terms .Tolerances

1. The delivery period stated in the offer or in the order confirmation shall be understood as indicative; it shall run from the payment upon receipt of the down payment or - in the case of a Letter of Credit - upon receipt of the corresponding SWIFT issued by the Customer's Bank
2. Ralc Italia will however promptly inform the Customer about any delays with respect to the agreed delivery times, indicating the new expected delivery date.
3. Except in the case of wilful misconduct or gross negligence, Ralc Italia cannot in any case be held liable in any way for any damages suffered by the Customer as a consequence of delayed delivery of the Products.
4. Ralc Italia, in any case, will not be considered responsible for non-delivery of Products or delays attributable to circumstances not depending on its own organization such as but not limited to (i) inadequate and/or imprecise data and technical specifications and/or delays in the transmission of information necessary for the realization of the Products; (ii) national or trade strikes; (iii) delays of suppliers and/or shippers/carriers; (iv) interruptions in the supply of water, energy or gas by third party suppliers; (v) natural disasters, riots, acts of terrorism, measures imposed by public authorities; (vi) objective shortages of raw materials on the reference market; (vii) force majeure.
5. Unless otherwise agreed in writing, the Products shall be deemed to be supplied with delivery according to the INCOTERM **FCA Plant in San Giorgio di Nogaro**.
6. Ralc Italia will communicate to the Customer, by fax, telephone or e-mail, the delivery date of the Products. At the end of this date the Products will be considered delivered to the Customer, regardless of the effective collection or acceptance of the Products by the carrier appointed by the Customer, with consequent transfer of risks of loss of or damage to the Products and commencement of payment terms, if agreed with reference to that date.
7. After the first ten calendar days have elapsed unsuccessfully from the date of delivery subject to notice, without take-over being effected, a weekly parking fee of 1% of the corresponding price of the Product in stock shall be charged.

§ 6 – Warranty and Operation

1. Ralc Italia guarantees the Products against the existence of flaws, defects or non-conformity with respect to the technical specifications provided for in the accompanying documentation for the duration of twelve months or in any case not more than 2000 working hours, from the date of delivery. This duration assumes a daily shift of eight hours, five days a week.
2. The warranty requires that the flaw, defect or non-conformity be reported by the Customer to Ralc Italia, under penalty of forfeiture, by email, within eight days of discovery, indicating the serial number of the Product and describing - if necessary also by sending photographs - the flaw, defect, non-conformity or at least its obvious manifestations..
3. The warranty requires that the Customer is up to date with payments due to Ralc Italia, even if for orders other than the Product for which the warranty is invoked. The warranty also requires that the Customer during the corresponding period has used RALC Italia Srl original spare parts and consumables..
4. The following are not covered by any warranty: (i) consumables (sheaths, fuses, pneumatic tubes, sensors, tools, blades, bearings, parts subject to friction and creep) and any other component subject to normal wear or exposed to hostile environments or normally subject to accidental or recurrent breakage); (ii) Products incorrectly assembled or installed by the Customer, or tampered with by the Customer without authorization by Ralc Italia; (iii) Products on which, without authorization by Ralc Italia, repair or maintenance interventions have been carried out by third parties (iv) Products used in violation of the instructions for use or technical documents; (vii) Products subjected to shocks, thermal or electrical shocks, flooding or bad weather, mismanagement, unauthorized modifications, unintended use, bad or deficient lubrication, bad or deficient maintenance, unsuitable location; (viii) Products for which non-original Ralc Italia spare parts or lubricants and other accessories other than those recommended have been used..

5. As a consequence of the warranty, Ralc Italia will carry out remote diagnostic and corrective activities, by means of remote assistance service in Italian or English language, with the necessary collaboration of the Customer, who will have to do what is necessary - on his part - so that the activity can take place, by appropriately activating the remote connection with which the Product is equipped. The intervention is carried out from Monday to Friday of each week, on days not subject to national holidays, from 8.30 a.m. to 5 p.m. (Ralc Italia local time).
6. If the Product has been manufactured through the use of special components (for size, technical or functional characteristics, or other) and it is necessary to replace one of them, the intervention time cannot be precisely guaranteed. For this reason, in these cases, it is Ralc Italia's care to suggest to the Customer, since the offer formulation, the purchase of a certain number of spare parts together with the Product, in order to reduce downtime inconveniences.
7. Warranty intervention is carried out at Ralc Italia's care and expense, except for: travel costs (travel, board and lodging). Ralc Italia, if the warranty conditions are met, will, at its sole discretion, replace or repair the Product or its components presenting defects and/or non-conformity.
8. Except in the case of wilful misconduct or gross negligence, the remedy of delivery of new Products or components or repair of defective, defective or non-conforming Products or components shall be the Customer's sole remedy under the Guarantee, to the exclusion of any other legal or conventional remedy, whether resolutive, restitutory or compensatory.
9. Unless otherwise stated in the offer or confirmed order, Ralc Italia does not guarantee the Products for a particular use, but only for the general use for which they are supposed to be intended.
10. Different rules may be established by the conclusion of a separate, separate service agreement.

§ 7 – Applicable Law and Jurisdiction

1. These General Terms and Conditions of Supply (GSC) as well as the individual supply contracts shall be governed by Italian law, whereby the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, 11 April 1980) shall be expressly excluded, if the relationship qualifies as an international sale, as well as the application of the rules of private international law
2. The Court of Udine - Italy will be exclusively competent for any dispute concerning the present general sales conditions or the Contract regulated by them. As a partial exception to the above, Ralc Italia will however have the right to act before the Court of the place where the Customer has its registered office.