

# General Terms of sale

## Scope

These sales terms apply to all the products shown in the price list sold by R.B.M. spa or by other companies of the R.B.M. Group (hereafter "R.B.M."). Should these terms and conditions not be consistent with the terms and conditions agreed in individual sales contracts concluded between R.B.M. and its customers, the latter will prevail. R.B.M. will not be bound by the customer's general purchase terms (hereafter "CGA") regardless of them being mentioned or included in the orders or in any other documentation coming from the customer, unless expressly accepted in writing by R.B.M. R.B.M. reserves the right to add, change or eliminate any of the provisions included in these sales terms and these additions, changes or cancellations will apply to all orders made by the customer, starting from the day following the date when the relevant notification concerning the new sales terms was made to him.

## Orders

All orders are considered as bookings and do not result in a commitment for R.B.M. to deliver the goods ordered either partially or totally. The goods referring this order confirmation may possibly be sold, as well as for supplying related technical assistance, to third parties exclusively in strict compliance with all national and international legislation and, in particular, in strict compliance with, by way of example and not exhaustive, Regulation (EU) 833/2014, as amended, and to any and other sanctions and embargoes in force from time to time.

## Prices

Unless agreed otherwise, the prices valid on the date of the order will apply. The prices refer to goods supplied ex works in Nave Incoterms 2020. Packaging costs are at the purchaser's expense.

## Deliveries

Usual conditions: prompt delivery, if in stock.

Special terms: to be defined from time to time. The seller is not liable to pay compensation for direct damage resulting from delayed deliveries.

## Transport

Goods, even if they are sold postage paid by special agreement, are transported with delivery obligations and risks governed by Art. 1510, 2nd para., It. Civil Code

## Payments

Unless agreed otherwise, payments are considered as settled on the date of receipt of the invoice. Payments are due within the deadlines agreed, even when the goods arrive late and in the case of malfunctioning, partial and total loss during transport and when the purchaser does not collect the goods for which collection on his side has been agreed. In the case of non-payment, 10 days after the submittal of the invoice or after the deadline established, the seller will be entitled to issue a sight draft and to debit the relevant costs. Furthermore, after the deadline established has been exceeded, interest will be calculated at the rate established in Decree Law 231/2002.

## Tolerances

Wear tolerances both on finished products and on their individual elements they consist of, are admitted.

## Suspension of orders

45 days after the delivery date established has been exceeded the purchaser will be entitled to request the cancellation of the order. The relevant notification must be made by registered letter and no rights will arise from the cancellation. If the seller establishes that the purchaser has difficulties settling payments, he/she will be entitled to suspend or delay further deliveries after the agreed payment deadlines.

## Returns

Returns will be accepted only with our prior authorization and must be only

DAP (Nave) Incoterms 2020.

## Complaints and Claims

Complaints concerning the quantity or quality of the goods supplied must be notified by the purchaser to the seller within 8 days after receiving the goods.

## Modifications

R.B.M. reserves the right to make all the changes it may deem necessary to the Products without prior notice.

## Applicable law and Jurisdiction

The sales terms and each individual sales contract will be regulated and interpreted according to Italian Law, unless otherwise agreed in writing between R.B.M. and the Customer. All disputes resulting from or connected with, these sale terms and/or individual sales contracts are subject to the exclusive jurisdiction of the Court of Brescia. However, R.B.M. reserves the right to start legal action also as plaintiff in the customer's country, either in Italy or abroad.

## R.B.M. spa