



# General Conditions of Sale

Version No. 2 of 07.01.2021

## 1. ARTICLES – CONSTITUENT ELEMENTS OF THE CONTRACTUAL AGREEMENT

These general conditions of sale (hence far "CGV") apply to all sales of steel products and/or services (later "Products") made by Marcora SpA (later "Seller") to the Customer (later "Buyer").

The GVCs, together with the particular conditions contained in the order confirmation or in the sales contract (later "Order Confirmation") and in the documents attached to it, constitute the full discipline of the contract between the Buyer and the Seller and replace, by repealing them in full, any other term or condition in conflict with them proposed by the Buyer verbally or in writing, not expressly referred to in such documents.

Agreements between seller, or its representatives, and third parties shall be deemed to have entered into force only after expressing written confirmation by the Seller.

Unless otherwise stated, the catalogues, estimates and technical documents have an exclusively informative value and the Seller's offers are not binding without the Order Confirmation that must be issued within the terms of validity of the reference offer.

No addition or modification of the time limits in force between the Parts, whether provided for in the order of

purchase of the Buyer is provided for in other documents, including shipping documents, may be opposed to the Seller, if not as a result of his written acceptance. The subscription and return of the Order Confirmation or, alternatively, in case of non-compliance

refusal of the same by the Buyer within three days of its receipt, involve the acceptance by the Buyer of the contractual conditions and terms provided for therein.

The failure of the Seller to exercise a right due to him, must not be understood as a waiver to avail himself of this right.

*In the case of sales concluded through an electronic platform, the elements constituting the purchase of the Buyer must be understood only those expressly confirmed by the Seller in the Order Confirmation.*

Any declaration of total or partial invalidity, ineffectiveness or non-existence of any of these GVCs or part thereto, does not result in the invalidity of the other terms and conditions.

In case of divergence between the provisions contained in the Order Confirmation and those referred to in these GVCs, the Order Confirmation prevails

## 2. PRICES – PAYMENT

All prices are calculated on the basis of the measures and weights of the Products at the place of departure.

Unless expressly stated to the contrary (e.g. DDP yield), in the Order Confirmation the prices are net of all charges related to taxes and expenses of transport, insurance, shipping, storage, handling, cons-stables and the like, which are borne by the Buyer.

Any increases in these charges, which enter into force after the date of the Order Confirmation, are borne by the Buyer.

Invoices will be paid in accordance with the conditions set out in the Sales Confirmation, unless the invoice due date is a public holiday for the receiving bank, in which case the payment must be made on the last business day preceding the time of due payment.



In the event that the Buyer is subject to bankruptcy proceedings or other insolvency proceedings, the Buyer forfeits the benefit of the payment period and the payment is due in cash before sending or before the manufacture of the Products.

Failure to pay by the Buyer within the established time limits, entails "ipso jure", and without the need for formal notice, the obligation for the Buyer to pay the Seller: (i) default interest referred to in D. Lgs 231/2002, subject to several pleas, as well as

(ii) a penalty equal to 10% of the total amount of the invoice as compensation for damages, without prejudice to any major damage and any further rights result from non-compliance.

In the event of delay in payment or fulfillment of any obligation on the Buyer or if the Seller has reason to doubt the solvency and financial credibility of the Buyer, and the Buyer does not intend to pay in advance or provide the Seller with the required guarantees, the Seller is granted the right to terminate the contract or not to perform the part of the contract not yet executed, without the need for the Buyer's consent; in addition, all payments that have not yet expired, without the need for formal notice, will become immediately payable.

The Buyer may not suspend payments, nor proceed to any compensation, even in the event of legal proceedings. In the event of late payment, the Buyer may not make any deed of disposition (sale, processing) of the Products.

All bank fees, with the exception of those of the Seller, are borne by the Buyer.

### **3. PASSAGE OF RISKS - DELIVERY - SHIPPING - VAT**

3.01 Unless otherwise agreed in writing, all risks related to the Products are transferred according to the Agreed Incoterms and indicated in the Order Confirmation, the transfer of risks takes place in accordance with what they provide - the latest version of the Incoterms published by the ICC - (Delivery). If the Buyer does not with activated the Products, the Seller may store them on behalf and at the risk of the Buyer and, upon notification of the provision, invoice them as if they had been delivered.

In any case, the Seller has the right, without notice, to resell them and to act for the rebate of any damages suffered.

3.02 Without prejudice to the express indication to the contrary resulting from the Order Confirmation, it is the responsibility of the Seller to organize the delivery of the Products until his destination and the Seller has the right to determine the route and means of transport to be used, as well as to choose the forwarder and the carrier.

The Buyer is required to provide the Seller, well in advance such as to allow the performance of the activities necessary for the shipment of the Products, all the appropriate information and, in particular,

- (a) instructions on the identification, labelling and dispatch of goods,
- (b) import certificates, documents necessary to obtain authorizations from the Public Authority and any other documents to be prepared prior to dispatch and,
- (c) the Buyer's confirmation that he has had the letter of credit opened or issued, if requested. If any of these documents, instructions or confirmations are not delivered to the Seller or if obtaining such documents may generate (solely on the basis of the Seller's free appreciation) unacceptable costs or delays for the Seller himself, he may, with the salvation of any other remedy, delay the date of shipment or terminate the relevant contract.

3.03 Unless expressly agreed to the contrary, the delivery deadlines are indicative and any delays in delivery do not entail any right to compensation for the damage to the Buyer.



In case of delays in delivery, the Buyer has only the right to cancel the items (order confirmation) concerning the Products not yet in production or for which the specific raw material has not been supplied.

In any case, in case of production delays, the Seller has the right to deliver the entire supply not with a single shipment, but by means of several partial deliveries. Delivery is deemed to have been made when the Delivered Products comply with the tolerance margin of  $\pm 10\%$  on weight.

3.04 What the supply is exempt from VAT, being products intended for European Union countries or for export, and are at the expense and risk of the Buyer, in whole or in part, the loading and transport of the goods from taking over (EXW, FOB, FCA, etc.) delivery conditions, the Seller is only obliged to request exemption from VAT, only if the Buyer has provided him with all the necessary documentation (transport document: CMR, bill of lading, export declaration, etc.) that attest to loading or transport operations to the destination.

- (a) At the simple request of the Vendor, the Buyer will send the seller within 10 working days of receipt of the Seller's request, the following documentation:
- a copy of the invoice for the products delivered dated and signed (legible first and last name) attesting to the receipt of the goods - in the assortment and quantities indicated in the delivery specifications and invoice - at the address shown on the invoice itself.
  - a copy of the comfort notes or transport document containing a confirmation of the delivery of the products.
- (b) In the event of non-compliance with the deadlines (see point (a)), the Seller is entitled to charge the Buyer a penalty of 100.00 Euros for each day of delay. The penalty may not, in any case, exceed the amount, in Euro, of the VAT corresponding to the value of the goods delivered.
- (c) The Buyer is obliged to promptly inform the Seller (within 3 days of the occurrence of the following changes) in case of:
- change of its VAT registration number for intra-Community transactions.
  - change of name and/or registered office.

#### **4. COMPLIANCE - INSPECTION**

Supplies are subject to the generally accepted tolerance margins in relation to size and weight. The Buyer is required to verify the Products at the time of taking over, to verify their weight, width, length and thickness with respect to what is indicated in the Order Confirmation; during this inspection any defect and apparent damage (anomalies on the surface, defective packaging, etc.) must be properly found. The Products are automatically considered as accepted, if the Buyer does not report in writing the non-conformities and/or defects within 8 days from the date of Delivery and, in any case, before the Products are subjected to any type of further processing.

In case of non-inspection, the Seller is not required to take into account complaints in relation to defects, defects or other non-conformities of the Products that could have been verified during the inspection.

#### **5. RESPONSIBILITIES - REQUESTS**

The Seller guarantees that the Products comply with the specifications of the Order Confirmation. The Buyer must communicate to the Seller all necessary information in order to ensure:

- (a) the correct elaboration of the technical specifications and



- (b) all information regarding the process of transformation and end-use of the Products; the Buyer acknowledges that the compliance obligations of the Products are fulfilled when the technical specifications are complied with at the time of Delivery.

Any technical suggestion given by the Seller verbally, in writing or through the realization of tests, before and/or during the use of the Products, is given in good faith but cannot give rise to any obligation of guarantee in the seller's place.

The Seller's suggestions do not exempt the Buyer from his obligation to carry out tests and tests on the Products provided by the Seller to determine whether these are suitable for the processes and use for which they are intended. The responsibility for the use and processing of the products is borne and risk exclusively by the Buyer.

Any non-apparent defects at the time of Delivery must be communicated in writing within 8 days after their discovery to the Seller, by registered letter with acknowledgement of return and/or PEC and, in any case, no later than 6 months after delivery (the Buyer is obliged to thoroughly inspect the Products during that period).

The communication of defects and anomalies must be accompanied by the relevant supporting documentation.

The seller will not consider the products defective, when the value of the defect reported by the Buyer does not exceed the amount of one hundred euros with reference to each delivery document.

In any case, the Buyer:

- (i) has an obligation to take any necessary action in order to limit the damage and
- (ii) cannot delay the payment of invoices issued.

If the Seller acknowledges that he owes the warranty, the Seller himself is required exclusively, at his discretion, or to:

- (i) replace the Products or refund the price or
- (ii) in the event that the Buyer has not yet paid the price, reduce the aforementioned price or terminate the contract.

The Seller is therefore not responsible for damages related to processing expenses, any loss of production, loss of earnings and/or any other direct and/or indirect damage, particular loss or damage suffered, directly or indirectly, by the Buyer or any other third party. The Seller is liable only for damages duly proven by Acquirentand, caused by his wrongdoing or gross negligence; in anycase, the Seller'sliability has a maximum limit of 100%of the value of the defective and/or non-compliant products.

## **6. CONFIDENTIAL DOMAIN AGREEMENT**

The Products provided are the property of the Seller until the full fulfillment by the Buyer of all payment obligations within the terms indicated above.

Therefore:

- (a) In case of transformation, incorporation and/or confusion of the Products, by the Buyer, with other products owned by him, the new products become the property of the Seller. In case of transformation, incorporation and/or confusion of the Products, by the Buyer, with Products belonging to other suppliers, the Seller becomes co-owner of the new products, with the other suppliers. In this case, the seller's share of co-ownership is calculated in proportion to the invoice value of the Products against the invoice value of all products used in the manufacturing process of the new products.
- (b) The Buyer may resell the Products exclusively in the normal context of his activity, provided that he has fulfilled all the obligations at his expense and provided that he has reserved



ownership on the resold goods. For the purposes of this contract, the use of the Products for the performance of product processing commitments or supply or contract contracts shall be considered as resale activities.

- (c) Buyer's claims arising from the resale of the Products are transferred as collateral to the Seller. The Buyer is authorized to collect the aforementioned credits deriving from the resale transactions, only if the Seller waives the direct debit authorization in case of doubts about the solvency and /or credibility from the buyer's financial point of view or in case of late payment by the Buyer himself.

If the Seller decides to cancel the aforementioned direct debit authorization, the Buyer must:

- (i) immediately notify its customers of the sale in favor of the Seller as well as the Seller's right of ownership over the Products and
- (ii) provide the Seller with all the information and documentation that the Seller may need in order to assert his rights with third parties. The Buyer must also immediately notify the Seller, any attachment or other action taken by third parties on the Products. If the total value of the guarantees obtained by the Buyer on behalf of the Seller exceeds by more than 20% the total amount of invoices subject to the contractual debt, the Seller must, at the request of the Buyer, release the Products that are indicated by the Seller himself.

- (d) The Buyer takes charge of all the risks and costs related to the unloading, handling and adequate storage of products and/or new products (as described in art.6.a). The Buyer also undertakes:

- (i) to take out, at its own expense, an all-risk insurance policy that includes covering the risks of deterioration and/or theft of all or part of the Products and/or new products and
- (ii) to provide the Seller, at his first request, with a certificate confirming the actual stipulation of the aforementioned policy and the correct payment of the related premiums.

## **7. PACKAGING**

Except in different agreement, the Purchaser is required to take charge of the disposal of the packaging materials and the protective, safety and storage elements to be used in the transport operations of the Products.

If the Buyer does not comply with this obligation and, as a result, the Seller becomes responsible for it, the Buyer is required to keep and keep the Seller free from any liability and any injurious consequences.

The costs of disposal (destruction, recycling, storage, etc.) of the packaging and other elements indicated above are borne by the Buyer.

By way of derogation from the above, in the case of specific agreements between the Parties in the multiple use of materials (saddles, pallets, etc.) for the transport of steel belts and/or sheets, the Seller will retain ownership of them, and the Buyer will be required to return them to the Seller at the seller's expense.

The labels, where necessary, are carried out in accordance with the rules of law chosen by the Seller unless there are particular needs of the Buyer approved by the Seller.

## **8. SPECIFIC CONDITIONS**

8.01 Permissible deviation of the specified weight per coil or tape:



- (a) The Seller is required to supply the coil and/or tape in the required quality and size and with a weight within the interval previously agreed or between the Parties.  
The packaging will be carried out according to each individual coil and/or tape, or multiples of the same in accordance with the provisions of the Technical Specifications of the Contract.  
The coil and/or the belt will be housed on pallets (vertical axis) or on special wooden saddles (horizontal axis), protected with materials suitable for transport to which they will be subject (land and/or sea) and in any case in compliance with the contractual Technical Specifications. All the above conditions will be promptly recalled in the relevant Order Confirmation.
- (b) The Seller is required to supply the steel sheets in the required quality and dimensions and with a weight of each individual package within the interval previously agreed between the Parties.  
The packaging will be carried out on a wooden basis (pallets, moral, moral means, etc.) and the material will be protected with materials suitable for transport to which they will be subject (land and/or sea) and in any case in compliance with the contractual Technical Specifications. All the above conditions will be promptly recalled in the relevant Order Confirmation.
- (c) All materials, once packed, will be identified with a special label with the identification information of the product (Customer, quality, size, delivery date, etc.).

#### 8.02 Definition of the Position of Order.

A Position of Order sidelined as a quantity of Products specified in the purchaser's order for which technical product specifications, delivery date and delivery address are common to all Products of that Order Position.

The weight of the Order Position shall be expressed as equal to or multiple of the peso of a single coil, tape or package.

#### 8.03 The percentage of defects for which the Seller will not accept any complaint can reach an average of 2% per Order Position.

Within an Order Position, the percentage of defects for which the Seller will not accept any complaint may be greater than the weight of a single coil or a single tape/package, only and exclusively if the other coils in the same Order Position have a lower percentage of defects.

#### 8.04 Any complaints from the Agent for oxide, rust, surface deterioration (even visual), and in general for anything that may be directly or indirectly related to poor protection from atmospheric agents during transport or storage, will not be accepted by the seller in the event that the customer requests the transport of coils without any packaging of protection, or inadequate packaging.

### 9. FORCE MAJEURE

The Seller is exempt from any kind of liability in the event that causes of force majeure compromise or delay, in whole or in part, the manufacture, shipment and delivery by the Seller of the Products; consider themselves causes of strength

major events such as war (declared or not), strikes, social conflicts, accidents, fires, floods, chance cases, delays due to the transport system, difficulties in supply, breakdowns of machinery, impediments attributable to legislative rules, orders or measures issued by any body or administrative



body, or any other cause that does not reasonably depend on the seller's control or that prevents the timely fulfilment by the Seller of contractual obligations.

#### **10. LANGUAGE, COMPETENT COURT AND APPLICABLE LAW**

These GVCs are available in Italian and English.

On request, a copy of the text in one of these languages can be provided or by consulting the [www.marcoralamierespa.it](http://www.marcoralamierespa.it)

In the event of a conflict, the Italian version will be authentic.

These GVCs are subject to Italian law. Any dispute involving these GVCs will be devolved to the exclusive competence of the Court of Milan.

The Commercial Directorate