

	TERMS OF SALE	M.22 C
		20/09/2023
		PAG. 1 / 3

1. Definitions

For the purposes herein, the following terms shall have the following meaning:

“OMFB”: shall mean OMFB S.p.A.

“Acknowledgment of Receipt”: shall mean the acknowledgment of the order issued by OMFB, including possible amendments and integrations thereof signed by OMFB.

“Contract”: shall mean all the contractual documents regulating the relationship between the Buyer and OMFB and concerning the sale of the Products.

“Products”: shall mean the products sold by OMFB, as specified in the Offer.

“Buyer”: shall mean the subject who entered into or wishes to enter into the contract with OMFB. “Order”: shall mean the order issued by the Buyer to purchase the Products.

“Offer”: shall mean the offer of the Products sent by OMFB and signed for acceptance by the Buyer.

2. General Conditions of Sale – Acknowledgment of Receipt

Sale of all OMFB’s Products are subject to these General Conditions of Sale and to the Offer. The Buyer’s general condition of purchase are not binding for OMFB.

Once the Buyer issues an Order, OMFB shall be bound only following the issuance of the Acknowledgment of Receipt.

3. Proposal and acceptance

3.1. The Offer sent to the Buyer is valid for a period of 30 days or for a different period as indicated in the Offer itself.

3.2. Should the Buyer not accept the Offer within such term OMFB is free to consider it as revoked without giving the Buyer any further notice.

4. Delivery terms

4.1. The delivery terms are those indicated in the Offer and make express reference to INCOTERMS 2010, to be considered as an integral part of these General Conditions. It is understood that OMFB shall in no way be liable for delays on delivery terms unless if expressly provided for in the Offer, in which case OMFB shall be liable for delays exceeding 5 days from the agreed date of delivery.

4.2. In any case, (i) OMFB’s liability shall be limited to the compensation of damages incurred by the Buyer for the delay in the delivery as long as the relevant term is indicated in the Offer, as jointly ascertained by the parties and (ii) such liability shall not exceed 5% of the total amount, net of taxes, of the price, or part thereof, referring to the parts delivered in delay.

4.3. Should the Buyer be in delay in the payment of the price or in the fulfilment of any of its contractual obligations, OMFB shall be entitled to suspend the delivery of the Products, in accordance with article 1460 of the Italian Civil Code and, as a consequence thereof, it shall not be liable for the delayed delivery.

5. Prices and Payment Terms

5.1. The invoices shall be paid in accordance with the terms indicated in the Acknowledgment of Receipt.

Notwithstanding what provided for by article 9 of these General Conditions of Sale, should the Buyer be in delay with respect to the payment terms provided for under point 4 of the Offer, interests as provided for by article 5 of Italian Legislative Decree n. 231/2002 shall accrue.

5.2. Should the Offer provide a payment by Irrevocable Letter of credit, this latter shall be issued in accordance with UCP n. 600 rules of the International Chamber of Commerce which shall be notified to OMFB at least 15 days prior to the delivery of the Products. The Letter of Credit shall be confirmed by an Italian Bank approved by OMFB and shall be at first demand.

6. Retention of Title - Transfer of Risk

Products delivered shall remain the property of OMFB until full payment of the contractual price. Should the parties provide for a payment in separate instalments, article 1523 and followings of the Italian Civil Code shall apply and title to the Products shall therefore be transferred to the Buyer only upon payment of the last instalment. In any case, all risks relating to the Products shall pass to the Buyer on the date of delivery notwithstanding the INCOTERM chosen.

	TERMS OF SALE	M.22 C
		20/09/2023
		PAG. 2 / 3

7.Certifications and tests

The Products' test shall be carried out at OMFB's premises exclusively and, only whether previously requested, at the Buyer's presence.

8.Acceptance following us of the Products – Refusal to receive the Product

The use of the Products or part thereof by the Buyer implies acceptance of the same. Should the Buyer refuse to accept the Products without any reason or in case of unjustified claims by the Buyer, OMFB shall deposit the Products in its warehouse, giving the Buyer written notice thereof, by registered mail; should this occur, OMFB shall invoice and immediately request to the Buyer the entire price as well as the custody and insurance costs. The Products shall remain at the Buyer's disposal for 3 (three) months during which the Buyer, following payment of the full amount due, and of the above costs, to OMFB, is entitled to request to OMFB, through written communication sent by registered mail, the delivery of the Products.

Delivery of the Products shall be made taking into account OMFB's organisational needs. Following two months without a request from the Buyer this latter shall lose any right on the Products and it shall pay the relevant price as compensation of losses and of all costs accrued for custody of the Products.

9.Warranties and liabilities

9.1. OMFB warrants that the Products are, for a period of twelve months from the relevant acceptance as provided for under point 8, free from any defect in material or workmanship. During the warranty period OMFB shall repair or, whether necessary, replace the defective parts. To this aim, the defective parts to be substituted shall be returned to OMFB at the Buyer's costs. This warranty substitutes any other warranty connected with the Products and it does not cover transport costs, workmanship and any costs connected thereto (travel, lodging).

OMFB shall have the right to extend the warranty for a further period upon Buyer's payment of an additional price, which shall be indicated in the Offer.

The warranty does not apply if the Product is damaged as a consequence of:

- a) normal wear and tear;
- b) Buyer's negligence or failure in the use of the Products;
- c) use, maintenance or operation of the Products not in compliance with OMFB's manuals and instructions, overcharge in the use of the Products or direct repair of the Products by the Buyer or by third parties without OMFB's previous authorisation;
- d) use of oils or liquids different from those indicated in OMFB's manuals and instructions;
- e) modifications of the Products by the Buyer without OMFB's prior written consent;
- f) Products subject to pressure higher than that indicated by OMFB and /or used not in compliance with the technical specifications contained in OMFB's manuals;
- g) damage or break of the material and/or products which contain the Products.

9.2. The warranty shall not be applicable to Products which, at the time of OMFB's intervention, are lacking certificates, labels, warranty labels existing at the time of delivery or if the same have been removed, broken or tampered. It is understood that the warranty shall apply only if the Buyer is in full compliance with all its contractual obligations.

9.3. OMFB shall in no way be liable for damages to persons and properties or for any indirect damage, such as those deriving from production and/or business loss, arising from defects or lack of quality of the Products, which shall be borne entirely by the Buyer, exception made for OMFB's gross negligence or wilful misconduct.

9.4. The Buyer shall not be entitled to oppose against OMFB any exception nor claim any unfulfilment by this latter until and unless it has paid the price and any other sum provided in general by the Contract.

9.5. For warranty purposes, the CUSTOMER must send OMFB by email, to the address claim@omfb.it, a report with a brief description of the defect found and also indicating:

- the PRODUCT code;

- the reference invoice or the date of the OFFER

and attaching a photo of the serial number/plate/label applied to the PRODUCT and of the defect, where visible.

9.6. Once the CLIENT's request has been evaluated, OMFB will inform the CLIENT by e-mail if, at its sole discretion, it will provide telephone assistance, repair the defect by intervening with the CUSTOMER or replace the defective parts or PRODUCT, also indicating the number associated with the case.

In case of replacement, the parts of the defective PRODUCT that need to be replaced will be returned to OMFB at the CUSTOMER's care and expense; in the event that the PRODUCT is a tank, it must be returned by the CUSTOMER perfectly washed internally. The CUSTOMER will be required to indicate the file number provided by OMFB. The CUSTOMER must send an e-mail to the e-mail address claim@omfb.it the delivery note.

PRODUCTS returned without prior notice and authorization from OMFB will not be accepted by the latter.

9.7. If OMFB detects that the defect on returned PRODUCTS is not covered by the warranty referred to in this article 9, it will send the CUSTOMER the estimate with the costs of repair or replacement, which it will proceed to only after specific written approval of such estimate by the CUSTOMER. If, within 15 days of receipt, the CUSTOMER does not accept the quote, OMFB will return the PRODUCT to the CUSTOMER in the condition in which it is and at the CUSTOMER's expense or, upon written request of the CUSTOMER, will proceed with its scrapping.

	TERMS OF SALE	M.22 C
		20/09/2023
		PAG. 3 / 3

9.8. The CUSTOMER is responsible for providing, upon OMFB's request, the data necessary for the traceability of the lots of individual PRODUCTS sold, for individual customers, and to keep such data for two years from the date of sale of the PRODUCT to the end customer.

10. Taxes, Duties and Fees

Price of the Products does not include any tax, fee, duty or fiscal charge of any kind, present or future, due and applicable in the Buyer's country.

Should OMFB be subject to payment of any tax, duty or other charge in the Buyer's country, according to the local applicable laws, the Buyer undertakes to reimburse to OMFB the amounts paid, within 30 days from the relevant request and upon submittal of all supporting documents. Failing reimbursement in the above terms, the price of the Products shall be increased accordingly.

11. Products Shipped Incorrectly

In the event of receipt of PRODUCTS that do not conform to those covered by the ORDER CONFIRMATION, the CUSTOMER must notify OMFB at the e-mail address claim@omfb.it requesting the sending of the correct PRODUCT, upon receipt of which the CUSTOMER will return the incorrect PRODUCT to OMFB at the latter's expense

The CUSTOMER may also keep and pay for the non-conforming PRODUCT and request the correct PRODUCT to be sent or return the incorrect PRODUCT, at the expense of OMFB, which will issue the relevant credit note.

12. Confidentiality

The Buyer acknowledges that all Confidential Information is and remains the sole property of OMFB.

The Buyer undertakes not to disclose to third parties, reproduce, copy or in any way divulge the Confidential Information without the prior written consent of OMFB.

13. Governing Law - Jurisdiction

13.1. Without regard to any conflict of law doctrine, the Contract shall be governed and construed according to Italian law.

13.2. All disputes which may arise in connection with the execution, interpretation, performance and termination of the Contract shall be submitted to Italian exclusive jurisdiction and the Court of Brescia (Italy) shall be competent.

14. OMFB's Organisation, Management and Control Model and Ethical Code

The CUSTOMER undertakes to fully comply with Legislative Decree 231/2001 and the rules and principles of conduct of the OMFB Code of Ethics, which he declares to have read. In the event of violation of this provision, OMFB may consider the CONTRACT terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by virtue of this express termination clause

[Date and Place]

The Buyer

According to articles 1341 and 1342 of the Italian Civil Code, the Buyer declares to have read and to specifically approve the following articles of this General Conditions of Sale:

4. (Delivery terms)

6. (Retention of title – Transfer of risk)

8. (Acceptance following use of the Products – Refusal to receive the Products) 9. (Warranties and liabilities)

9. ([Warranty & Liability](#))

13. (Governing law- Jurisdiction)

For specific acceptance