

General Sales Conditions

1. **SUBJECT** These general terms and conditions govern all contracts of sale of chrome plated steel bars and tubes, bored and rolled steel tubes, as well as linear guides and any other products listed in Seller's catalogue (hereinafter referred to as "Products"), entered into between Seller and Buyer. These terms and conditions apply only to sales that are part of the exercise of business activity and do not apply to consumers.
2. **ORDER AND CONFIRMATION OF ORDER** The Buyer sends the firm order to the Seller in writing. The Seller, in turn, may accept the Buyer's order only in writing. The Buyer shall verify in all parts the order confirmation, sent by the Seller and return it stamped and signed. In case of non-receipt within the next five (5) working days, the order confirmation shall be deemed accepted by the Buyer and the sale shall be deemed concluded. Acceptance also implies acceptance of these General Terms and Conditions of Sale. The Buyer declares that the order is placed by a person who has the legal representation of the Buyer.
3. **MODIFICATION AND CANCELLATION OF CONFIRMED ORDERS** Confirmed orders may be cancelled or modified by Buyer only with the written consent of Seller. Seller reserves the right to charge cancellation or modification fees as it deems appropriate. In general, whether a confirmed order can be cancelled or modified depends on the cluster to which the item belongs. The main clusters are specified below.
Finished Products Cluster:
 - MTS = make to stock
 - MTO = make to order
 - PTS = purchase to stock
 - PTO = purchase to order

Rules for order modification/cancellation:

a. Modification

An order change means an increase or decrease in the quantity of product ordered and confirmed, an advance or postponement of the confirmed delivery date.

The increase in quantity is always subject to the Seller's evaluation, the request for the increase in quantity can be received at any time, as long as the material has not yet been prepared for shipment.

Quantity decrease request follows the same rules as cancellation request.

The request for advancement of the confirmed delivery date may be received at any time and is always subject to the Seller's evaluation.

A request for postponement of the confirmed delivery date must be received a minimum of thirty (30) days after the confirmed delivery date, and it is always subject to Seller's approval.

Request for postponement of confirmed delivery shall follow the rules below:

Headquarter ASO H&P S.r.l.

Via Antonio Salieri, 32
37050 Vallese di Oppeano (VR) Italy
A.E.A. VR 415644
CF/PI/Reg.Imp. 03775710985
Codice SDI A4707H7
Cap. Soc. € 1.000.000,00 i.v
T. +39 045.4550101 – F. +39 045.4550102
PEC: asosps@legalmail.it

- If received at least ninety (90) days before the confirmed delivery date, the postponement may be agreed upon according to the Buyer's requirements;
- If received from eighty-ninth day (89) to thirtieth day (30) before the confirmed delivery date, the postponement may not exceed one (1) month from the delivery date.

b. Cancellation

Any request for cancellation must be done in written and follow these rules:

- **For MTS cluster products:** cancellation is possible without limitation if received within a minimum of two (2) weeks prior to the confirmed delivery date;
- **For MTO cluster products:** cancellation is possible if the request is received at least thirty (30) days before the confirmed delivery date and for a maximum of 3 tons/100 m (whichever is reached first) per item;
- **For PTS cluster products:** cancellation is possible without limitation if received within a minimum of two (2) weeks before the confirmed delivery date and for a maximum of 3 tons/100 m (whichever is reached first) per item;
- **For PTO cluster products:** cancellation is not possible. Request for cancellation may be considered, if received at least one hundred and twenty (120) days prior to the confirmed delivery date, but cancellation is always subject to Seller's evaluation;
- For MTS/MTO/PTS cluster products, the cancellation request is automatically accepted if the delivery delay on the part of the Seller exceeds thirty (30) days from the confirmed delivery date;
- For PTO cluster products, the cancellation request is automatically accepted if the delivery delay on the part of the Seller exceeds ninety (90) days from the confirmed delivery date.

Any other cases not falling under the above will be subject to the evaluation of the Seller.

4. **FORECAST ORDERS (FORECAST)** The non-distributor Buyer may provide a forecast order to have more flexibility and allow the Seller to plan ahead for the procurement of raw material and production slots.

Forecast orders must comply with the following rules:

- Give minimum visibility of four (4) months (example: in January forecast available until end of April);
- Have minimum frozen period of four (4) weeks (today + four weeks transformed from forecast to firm);
- Buyer's requirements must be divided into at least monthly deliveries and each month must be handled separately;
- Monthly Call-off must be made by the Buyer in writing at least one month before the required delivery date;
- Variation between forecast order and firm order cannot exceed +/-20%;

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- In the case of phase-out, the Buyer agrees to pick up and pay for all material specified in the forecast order by the last date specified for delivery as well as for agreed safety stock of finished products and raw materials.
 - Once the Buyer sends the firm order to the Seller, clauses nr. 2 and nr. 3 shall apply to the extent not otherwise stated herein.
5. **PRICES** The prices of the products shall be as stated in the confirmed order or, if applicable, shall be as stated in the price list provided by Seller to Buyer but, in any event, shall appear in the confirmed order and for which Buyer agrees to be responsible. Prices quoted are exclusive of taxes (e.g., VAT) which shall be the responsibility of Buyer. In the event that increases in the cost of energy and/or raw material occur between the date of order confirmation and delivery of the products due to unforeseen, unforeseeable market situations that cannot be attributed to the Seller, the Seller reserves the right to revise the price, which will be changed after discussion between the parties and by mutual agreement.
 6. **PAYMENTS** Payments shall be made on the terms and in the manner agreed between the parties in the confirmed order. If instalment payments are agreed, in the event of total and/or partial non-payment and/or delay, even of a single instalment, the Buyer will forfeit the benefit of the term with the consequent right of the Seller to demand immediate payment of the remaining amount due.
 7. In the event of late or non-payment, in whole or in part, of the price, the Buyer shall be automatically constituted in default without the need for intimation or written request for payment and, from such due date, interest on arrears by law shall accrue pursuant to Legislative Decree 231/2002, as amended. Proof of payment of the price must be evidenced by a written deed or receipt. The Seller reserves the right to suspend this contract in case of non and/or late, even partial, payment by the Buyer of previous and/or subsequent supplies and/or for any default by the Buyer. The Buyer shall be responsible for all damages suffered and to be suffered by the Seller including, by way of example, the costs of recovering its debt, which will be charged to it. Under no circumstances is the Buyer entitled to set off its own claims.
 8. **WAIVER** The Buyer waives the right to raise any objection and/or defense and/or to bring any action in any forum, by way of example, he may not suspend the payment of the sale consideration in the event of a dispute over the product and/or for delay in delivery, until he has paid the agreed price in full, in addition to the interest accrued and the expenses arising from its non-payment and/or late payment.
 9. **DELIVERY** With regard to the terms and methods of delivery, at the cost of transportation, the parties will use the Incoterms 2020 acronyms resulting in the confirmed order. A quantity tolerance + /- 10% is allowed. The delivery period of the goods is merely indicative. The Buyer accepts a tolerance of fifteen (15) days from the agreed delivery time for MTS/MTO/PTS products and thirty (30) days PTO products. The Seller shall not be liable for the delayed and/or

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non-delivery of the goods and/or the loss or damage of the goods due to facts attributable to the carrier or, in general, due to transport interruptions, strikes, wars, earthquakes, labor unrest and any other unforeseeable event and, in any case, for any other cause not attributable to the same. In the event of partial unavailability of goods, the order shall remain valid and binding with respect to the remaining/available ordered goods. The Buyer authorizes deliveries restart.

10. **COMPLAINTS** The Buyer shall inspect the Products upon delivery. Any claims for defects and/or discrepancies must be submitted by the Buyer in writing by email to claimservice@asohp.com within eight (8) business days from the date of delivery for obvious defects and/or missing quantities and within eight (8) days from discovery for hidden defects. Warranty action shall be time-barred in one year from delivery. The Seller agrees to respond to the claim transmitted within five (5) business days. The Seller may accept, reject, or request more details regarding the claim, as well as request the sending of a sample of the product believed to be defective and the opportunity to view the material subject to the claim. If the claim is accepted by the Seller, a credit note will be issued for the defective material less the scrap value, calculated according to monthly updated quotations. The Buyer is required to keep the material subject to the claim in a suitable warehouse until the claim is resolved and may not, under any circumstances, scrap it without written permission from the Seller. If the Buyer 'decides to scrap the claimed material, the claim shall be rejected and the Buyer shall no longer be able to claim any refunds, claims and/or damages with respect to the product.

11. **WARRANTY** The Seller warrants that the product sold corresponds to that indicated in the confirmed order and that it possesses the technical characteristics indicated in the catalogue of Aso products visible on the website www.asohp.com. The Seller shall not be liable for any product defects and/or faults not attributable to the Seller such as, but not limited to, those caused by cutting and/or other processing and/or handling of the product not carried out by the Seller and performed subsequent to delivery, those resulting from maintenance and/or storage of the product not in accordance with the instructions provided by the Seller, those resulting from transportation and/or loading or unloading of the product. The Seller declares that it has taken out, with a leading insurance institution, a product liability policy. In any case, the Seller's liability is limited to the price of the Product, further direct or indirect, pecuniary and non-pecuniary damages are excluded.

12. **FORCE MAJEURE** The parties will not be held responsible for any default and/or delay due to force majeure, such as but not limited to, wars, riots, fires, floods, earthquakes, strikes, epidemics. Force majeure events must be communicated in writing, with absolute timeliness. Sufficient explanation of the cause of force majeure and its foreseeable duration must be provided in the notice. In the event that the cause of force majeure persists for more than ninety (90) days, either party may withdraw from the contract.

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13. **APPLICABLE LAW AND COMPETENT COURT** This contract shall be governed by the substantive and procedural laws of Italy. All disputes relating to this contract and individual sales are referred to the jurisdiction of the Court of Verona.
14. **ORGANIZATIONAL MODEL AND CODE OF ETHICS** Aso has adopted the organizational model ex d. lgs 231/2001 visible on the website www.asohp.com and the Buyer declares to be aware of it and of the Code of Ethics provided therein to which it declares, in the performance of its activities, to comply with it.
15. **MODIFICATIONS** These general conditions are amendable only in writing.
16. **TERMINATION** In the event of breach of even one of the obligations placed on the Buyer, the Seller may terminate this contract as of right. This contract may also be terminated as of right in the event of: protests against the Buyer, judicial liquidation or bankruptcy, composition or other business settlement procedures against the Buyer, in the event of an authority order inhibiting the Buyer from carrying on business activities. This shall be without prejudice to any and all damages suffered and to be suffered by the Seller.

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