

GENERAL CONDITIONS OF SUPPLY

1. SCOPE OF APPLICATION

1.1. Any contract signed between Steel Color S.p.A. (hereinafter also "the Supplier") for the supply of its products (hereinafter "Products" or "Product") and a customer ("the Buyer") will be governed by these General Conditions of Supply.

The acceptance by the Buyer of the offer, or the order confirmation of the Supplier implies the application of these General Conditions of Supply.

These General Conditions of Supply may be waived and/or supplemented only by written agreement between the Supplier and the Buyer.

Unless specifically agreed, these General Supply Conditions will also apply to periodic supply agreements. In case of conflict, the exceptions expressly agreed in the individual agreements shall prevail over these General Supply Conditions.

1.2. Any acceptance by the Buyer that does not comply with the Supplier's offer is equivalent to a new proposal and is to be considered refused and rejected by the Supplier unless expressly accepted by the latter in writing.

1.3. The Supplier reserves the right to modify and/or vary these General Conditions of Supply by attaching such changes and variations to the offers or to any written correspondence sent to the Buyer. The General Conditions of Supply and any changes thereto are considered accepted by the Buyer in the event of failure to specifically contest these in the fifteen days following receipt or in immediately subsequent correspondence.

2. RESPONSIBILITY OF THE SUPPLIER FOR THE INFORMATION PROVIDED

2.1. The Buyer declares that they have negotiated each contract directly with the Supplier and that they have received adequate illustration of the technical and structural characteristics of the Product: therefore, the parties do not rely in any way on the weights, dimensions, capacities, prices, yields and other data contained in catalogues, prospectuses, circulars, announcements, illustrations and price lists produced by the Supplier which are exclusively promotional in nature, except where the individual contract refers to them expressly. It is the Buyer's responsibility to ensure the suitability of the products for the required use, purpose, location or environment.

3. PRICE. PACKAGING. IMPORT PERMITS AND OTHER AUTHORIZATIONS

3.1. Product prices are always exclusive of VAT and refer to the goods alone and do not include the costs of packaging, unless otherwise provided for in the offer or in the order confirmation. Written quotations are valid for acceptance within 7 days of the date of the quotation itself, unless otherwise indicated. Any delays in the receipt of offers issued by Steel Color Spa do not entitle the Customer to extend the validity of the quotation.

3.2. All supplied sheets are protected with a plastic protective film. In the absence of instructions from the Buyer, the Supplier will apply the protective plastic that it deems most suitable according to availability.

The Buyer declares that they are aware that the adhesive film that protects the sheets has a shelf life limited to 6 months from the date of preparation of the goods. For the film to retain its properties, the sheets must be stored in a temperate and dry place in order to avoid sunlight and excessively low or high temperatures.

The Supplier declines all responsibility in the event of non-compliance with the basic rules above. It is also forbidden to apply any type of adhesive material (e.g. scotch tape, adhesive papers) on the surface of the colored sheets, including those still protected as well as those from which the plastic film has already been removed.

3.3. The Buyer guarantees that the goods may be freely imported and formally undertakes to pay in full for the same, even if at the time of import into the destination country there are restrictions or prohibitions in this regard. Where administrative authorizations from the Supplier's country are required for the export of the Products, the agreed delivery terms will be automatically extended by the time necessary for the issuance of such authorizations.

3.4. The products are packed on special pallets or wooden crates with a maximum capacity of 1500 kg suitable for transport by land, sea and air. Packaging should always be stored properly and in a temperate and dry place.

The return of packaging is not allowed. Any requests for special packaging must be agreed in advance with the Supplier at a potential additional cost.

4. TRANSFER OF RISK

4.1. When in a single offer and / or supply contract there is no indication of the method of delivery, the Products are sold "EX WORKS" (Incoterms 2020) ("Ex Works") Pescarolo ed Uniti.

4.2. The Supplier is not liable under any circumstances for the loss or damage of the Products after the transfer of risk. The Buyer is, under no circumstances, released from the obligation to pay the price when perishing or damage to the goods occurs after the transfer of risk.

4.3. Where there is another form of sale, the moment of the transfer of risk will be determined on the basis of the agreements concluded in writing between the parties with reference to the 2020 Incoterms.

5. DELIVERY

5.1. The delivery date is to be understood as a deadline for preparation at the Pescarolo ed Uniti (CR) plant, barring unforeseen circumstances. For goods provided ex works, always wait for a notice that the goods are ready before proceeding with collection. For warehouse needs, the truck performing the collection must be loadable from above with a crane or sideways; otherwise it will not be possible to load and deliver the material. Collection of the material is only possible during loading and unloading hours.

The indicated Product delivery date will be automatically extended by a period equal to the delay of the Buyer in issuing the order and in fulfilling its obligation to pay any amount due by the Buyer as a down payment **5. CONSEGNA**

5.2. Likewise, when the Buyer or any other person designated by it needs to communicate processing instructions, technical data (for example drawings, model confirmation) or other instructions for the preparation of the Products, the delivery period of the Products will be automatically extended by a period equal to the delay in carrying out the transmission of the necessary technical documentation.

5.3. Where there are changes to the Products agreed between the Parties after the date of conclusion of the contract and during the execution of the order, changes that will be valid only if agreed in writing, the delivery period will be automatically extended by the period reasonably necessary to make such changes.

5.4. The delivery period, unless expressly set forth by the Parties, is not binding and may be extended by the Supplier. The Supplier will do everything in its power to deliver the Products within the agreed period.

In any case, the Supplier will not be responsible for any delays and/or non-fulfillment of supplies and deliveries for reasons beyond its reasonable control (Force Majeure), such as, by way of example and not limited to: epidemics, pandemics, fires, floods, earthquakes, wars, uprisings, production interruptions also in compliance with legislative and administrative provisions, shortage of raw materials or energy, transport difficulties, strikes of all or part of the personnel or carriers to which the 'assignment of delivery of the Products.

5.5. The material prepared by the date agreed in the order confirmation, will be invoiced in the relevant month, regardless of the date of the actual collection. If the Buyer does not collect the Products at the place and time established in the contract, he must, in any event, make all the payments contractually provided for as if the Products had been delivered. In this case, the Supplier shall store them at the expense and risk of the Buyer.

The Supplier is also entitled to compensation for damages and reimbursement of all expenses incurred as a result of non-collection.

5.6. The Supplier may deliver all the Products in the order or only part of them in advance; in the event of early delivery, the Supplier retains until the scheduled date of delivery the right to deliver any missing parts, to provide new goods to replace other non-compliant ones already delivered, as well as to remedy any lack of conformity of the goods.

In any event, any liability of the Supplier for any damage relating to early deliveries is excluded.

5.7. Late penalties are not accepted. Where the parties have agreed in writing penalties for delay on the part of the Supplier, these may be applied only if the following conditions have been met:

(i) the written order, technical specifications and technical data have been provided by the Buyer before the start of the project relating to the Products;

(ii) payments are made regularly by the Buyer,
(iii) no substantial changes have been requested in the course of the work by the Buyer;
(iv) specifications and drawings submitted to the Buyer for approval have received confirmation within 3 (three) days.

6. PAYMENT

6.1. Payments shall be made in the manner and exactly at the due date or deadlines agreed by the Parties.

6.2. If the Buyer is late in making any payment, the Supplier may suspend the fulfillment of its obligations until the payment has been made and demand, by way of written request sent in due time to the Buyer, default interest from the due date, to the extent determined by Article 5 of Italian Legislative Decree 9.10.2002 n. 231, in addition to greater damages. Failure to comply with the terms and conditions of payment also releases the Supplier from any obligation to deliver, also in relation to goods other than those to which the said non-compliance refers, and gives him the right to proceed with the early collection of the entire amount owed, provided that he does not prefer to terminate the contract pursuant to Article 6.3

6.3. Where the default on the part of the Buyer extends beyond 15 (fifteen) days from the due date, the Supplier has the right, by simple registered letter or pec, to terminate the contract, without prejudice to the right to withhold as a penalty all the sums paid up to then by the Buyer for the Products, and without prejudice to the interest referred to in Article 6.2 and greater damages.

6.4. The Buyer will not be able to assert any default on the part of the Supplier if he is not up to date with payments: any default on the part of the Supplier does not allow the Buyer to suspend or delay payments.

7. ACCEPTANCE. BUYER'S RIGHT TO REFUSE THE GOODS

7.1. Upon receipt of the Products, the Buyer must promptly verify the correspondence of all the Products received with the related shipping documents and promptly perform the production tests necessary to verify the correspondence to the promised quantity and quality requirements.

It is the responsibility of the Customer to check the packages and the general state of the shipment at the unloading of the delivery vehicle. Specifically, it is necessary to report on the shipping note the generic "Subject to inspection" wording in the event of damage or HIDDEN anomaly (not visible or detectable during the unloading of goods, but only when the package is opened); to report on the shipping note the words "Subject to inspection" accompanied by a description of the anomaly found in the event of damage or VISIBLE anomaly (by way of example but not limited to: packaging that is crushed, punctured, wet, broken at the corner, a partial delivery, deteriorated packaging, compromised original strapping, absence of one or more packages, etc.).

This registration must be reported on both accompanying documents (strictly on the consignment note or electronic terminal of the courier and also on the Supplier's shipping note).

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The Buyer must report any defects in the quantity and/or quality of the Products by registered letter or pec, containing a specification of the defects themselves (or of undelivered Products), to be received by the Supplier within the deadline of 8 (eight) days: a) from delivery, for visible or detectable defects or faults during the unloading of the goods; or b) from the discovery of such defects if hidden. The Supplier is in no way liable for the costs and/or expenses incurred by the Buyer or by third parties relating to tests, consultancy and inspections.

7.2. The Supplier will verify, within a reasonable time, the complaints that have been made and, where the complaint is accepted, the Supplier will replace the missing or defective Products at its own expense, within the limits set out in Article 8.

7.3. In the event of defects found during inspection, any use of the Products voids any warranty rights of the Buyer. Likewise, if before or during the use of the Products the Buyer becomes aware or could reasonably believe in the existence of defects or faults in the Products purchased, the Buyer is obliged to immediately stop any use of said Products and to take all necessary precautions in order to reduce and/or not aggravate these defects and the damage caused by them.

By way of example, but not exhaustively, defects such as: dents on the sheets, scratched/marked P.P., flatness defects and finish/decoration not in accordance with the order.

The defects in question must be reported to the Supplier, and also to the carrier in case of transport to be paid by the Customer, within 8 (eight) days of delivery.

7.4. The Buyer, unless otherwise requested by the Supplier, has the burden of sending the rejected goods back to the Supplier and temporarily bearing these costs; the Supplier will refund the cost of this shipment only after the successful verification of the reported defects. In the event of unjustified refusal

of the goods by the Buyer, the transport costs will remain the responsibility of the latter.

8. GUARANTEED PRODUCT QUALITY

8.1. GENERAL SHEET METAL TOLERANCES

The Buyer declares their knowledge of, and acceptance that, as regards the tolerances relating to length, width, thickness, diagonals, flatness, rippling of edges, the reference standard is that referred to in the ISO 9445-2 Standard.

8.2. SPECIAL SHEETS

The Buyer undertakes to agree with the Supplier the tolerance for sheets with special dimensions.

8.3. DEFECTS IN THE RAW MATERIAL

The Supplier undertakes to purchase raw materials with high quality standards, produced by selected steel mills; that said, the Buyer acknowledges that the manufacturing process of the strips used cannot be free from defects.

The Buyer therefore considers the following defects to be acceptable, performed by the examination of the sheets in a horizontal position and not under direct light:

AISI 304/316:

1st check: defects are not visible at a distance of 2 meters;
2nd check: defects are visible at a distance of 1 meter, max 1N°./sqm.

AISI 441/430:

1st check: the defects are visible at a distance of 2 meters, max 1N°./sqm;
2nd check: defects are visible at a distance of 1 meter, max 2N°./sqm.

The Buyer undertakes to agree on any non-standard requirements, subject to feasibility analysis on the part of the Supplier.

8.4. MANUFACTURING DEFECTS

The Supplier undertakes to perform the manufacturing in such a manner that the products made are free from defects.

The Buyer, however, acknowledges their awareness that each individual process can give rise to imperfections, which are considered acceptable if the following parameters are respected in sequence:

AISI 304/316 BRUSHING/ POLISHING/ EMBOSSED/ PATTERNED/ CHEMICAL ETCHED/ BEAD BLASTING/ ANTIFINGER

1st check: defects are not visible at a distance of 2 meters, sheet metal in a horizontal position, under non-direct light

2nd check: defects are visible at a distance of 1 meter, sheet metal in a horizontal position, under non-direct light; max 1N°./sqm.

AISI 441/430 - BRUSHING/ EMBOSSED/ PATTERNED

1st check: defects are not visible at a distance of 2 meters, sheet metal in a horizontal position, under non-direct light.

2nd check: defects are visible at a distance of 1 meter, sheet metal in a horizontal position, under non-direct light; max 1N°./sqm.

AISI 304/316 – INCO coloring process/TSTEEL

1st check: defects not visible at a distance of 2 meters, sheet metal in a horizontal position, under non-direct light.

2nd check: defects are visible at a distance of 1 meter, sheet metal in a horizontal position, under non-direct light; max 1N°./sqm.

Where the sheet metal is intended for façade cladding, the above parameters shall be deemed to have been doubled.

Any imperfections (of an aesthetic nature, which do not compromise the use and processing of the sheet metal) detected on the entire perimeter of the sheet as indicated below are not to be considered defects: coloring with the INCO 20mm system; 20mm chemical etching; other processing 10 mm..

The Buyer undertakes to agree any non-standard requirements, subject to feasibility analysis on the part of the Supplier.

8.5. PATTERNED SHEETS

The Buyer acknowledges their awareness that in the case of rigidized finishes, the depth of the decoration depends on the thickness of the sheet. The greater the thickness of the sheet, the lower the relief of the decoration. Even in the case of sheet metal with which coloring and satin finishing processes are associated, the depth of the satin finish on the relief of the decoration may vary depending on the thickness and hardness of the material. Slight variations in shape and satin finish are therefore considered acceptable.

The tolerances of patterned finishes follow ISO 9445-2 (standard tolerances). With regard to the 5WL, 6WL and STRIPES finishes, the tolerances of planarity and edge undulation are to be considered increased by 50%.

8.6. BEAD BLASTING METAL SHEETS

The Buyer acknowledges that the shot blasting process is influenced by the base material (e.g. production batch, thickness), which may cause differences in color, homogeneity and reflectivity of the treated surfaces compared to reference samples. They are considered acceptable if they are not visible at a distance of 1 meter, with the sheet in a horizontal position, under non-direct light. This aspect is to be considered for the purposes of the final result, even with sheets to which coloring processing is associated. To obtain greater homogeneity, the Supplier does not recommend split purchases.

Non-standard requirements are to be agreed after feasibility analysis on the part of the Supplier.

8.7. INCO COLOURED SHEETS

The Buyer acknowledges that:

- colored sheets have a margin of 20 mm per side on the width and 20 mm per side on the length, which cannot be used if visible;
- INCO coloring is significantly influenced by the base material (production batch, thickness and width). Any slight differences in hue with reference samples are acceptable. To obtain greater homogeneity of coloring, the Supplier does not recommend split purchases;
- sheets colored with the INCO system may have slight color changes at the perimeter. These are intrinsic to the coloring process and are considered acceptable within a maximum area 100 mm along the entire perimeter;
- sheets colored using the INCO system can show localized color changes intrinsic to the raw material and in the process of manufacturing the strips from which the sheets are obtained. They are considered acceptable if they are not visible at a distance of 1 meter with the sheet metal in a horizontal position, under non-direct light.

The Buyer undertakes to agree any non-standard requirements, subject to a feasibility analysis on the part of the Supplier.

8.8. TSTEEL COLOURED SHEETS

The Buyer acknowledges that:

- colored sheets have a margin of 10 mm per side on the width and 10 mm per side on the length, which cannot be used if visible. TSTEEL coloring is influenced by the base material (production batch, thickness and width);
- any slight differences in hues with reference samples are acceptable. To obtain greater homogeneity of coloring, the Supplier does not recommend split purchases. Sheets colored using the TSTEEL system may show slight color variations at the perimeter. These are intrinsic to the coloring process and are considered acceptable within a maximum 100 mm area along the entire perimeter.
- Non-standard requirements are to be agreed after feasibility analysis on the part of the Supplier.

8.9. CHEMICAL ETCHING SHEETS

The size of the decoration of a standard sized sheet metal is 1220 x 2470mm.

The decoration executed on sheet metal may differ from the theoretical one by a maximum of 2mm.

Non-standard requirements are to be agreed after feasibility analysis on the part of the Supplier.

8.10 SHEETS WITH ANTIFINGER TREATMENT

The buyer declares to be aware that the aesthetic appearance of the sheets with anti-fingerprint treatment may differ from that of the sheets with the same basic finish presented in the Steel Color catalog

8.11. ACCEPTANCE OF SAMPLES

Sheets are supplied according to the Supplier's samples. Any slight variations are due to the reflectivity of the raw material. The samples in the catalogue and sent to the Buyer, unless otherwise agreed, are purely indicative and are not to be considered as reference samples. If the supply is to be produced as per a previously sent sample or catalogue, the Customer must give written notice and the sample must be returned to the Supplier at the time of the purchase order. Even where two or more orders are coupled, the reference to the previous order must be communicated in writing on the order and a sample sent. The reference sample shall become binding only if approved in writing by both Parties.

In the event of requests for sheets with sizes that differ from the standard, the Buyer must always indicate on the order which parallel side the direction of lamination / finishing must be.

8.12. SPECIAL PRODUCTS

In the case of special products, the execution and related quality standards are to be agreed after a feasibility analysis on the part of the Supplier.

8.13. PROCESSING ON PRODUCTS SUPPLIED BY THE CUSTOMER

Raw material, finishing and processing could adversely affect or make the required processing impossible. The Supplier is available to offer the necessary support to achieve the optimal result; it is, however, only responsible for any unsatisfactory results related to obvious processing errors of its own liability. It is not responsible for problems related to unforeseeable causes.

8.14. CLEANING OF THE MATERIAL

For correct cleaning and maintenance of the sheets, download the instructions from the website www.steelcolor.it Download section. The Supplier cannot be held responsible for any damage caused by failure to comply with the instructions provided in the cleaning sheets.

9. LIMITATION OF LIABILITY AND EXCLUSION OF OTHER WARRANTIES

9.1. The Supplier warrants to the Buyer that, at the time of delivery and for a period of 12 (twelve) months thereafter (Warranty Period) that its Products are free from design or manufacturing defects, as well as from any defects inherent in the material used (Warranty).

The Warranty expressed herein is the one and only warranty relating to the Products and replaces any other warranty, oral or written, express or implied, relating to the Products.

By way of example and not exhaustively, complaints are not considered valid for:

- damage resulting from or due to collapse, settling, contraction or expansion of buildings and their foundations and/or structures, mechanical, chemical, thermal or any other stresses, movements resulting from the firing of mines, vibrations, as well as any external cause including tampering or manual or mechanical abrasions;
- homogeneous color variations deriving from the normal oxidation of the material, also in consideration of the climatic and atmospheric conditions specific to the place where they are stored or installed;
- defects or faults deriving from the lack of, or insufficient, maintenance or use, during maintenance, of inadequate or harmful products and in any case failure to comply with the operating rules of routine and extraordinary maintenance operations set forth in the user manuals of the products supplied, which must be documented and certified by the Customer;
- defects or faults resulting from exceptional events or natural disasters and floods;
- discoloration caused by chemical reactions or stray currents;
- defects or faults deriving from structural design and calculation errors, and/or from the choice of material unsuitable for the use intended by the Customer;
- defects or faults resulting from intentional or malicious acts;
- failure or insufficient performance or compliance of the products with the use and needs for which they are intended;

- damage or defects resulting from responsibilities voluntarily assumed on the part of the Buyer;
- failure to comply, in the execution of the works, with the minimum technical standards for processing and / or installation and / or setup established by the manufacturer, and in any case any event resulting from defects or faults in installation;
- failure to comply with the conditions of use of the plastic film to protect the sheets;
- flaws or defects resulting from capillary rising, dampness, dripping or frost;
- flaws or defects resulting from or due to leaching from atmospheric precipitation, insufficient rainwater runoff, sandstorms and, more generally, atmospheric events of any kind that may have abrasive, acidic or corrosive effects.

In the event that, during the Warranty Period, the Products do not maintain the characteristics mentioned above sub Article 8), the Buyer, under penalty of forfeiture, must report such flaws and defects within 8 (eight) days from when they were discovered in accordance with the provisions of Article 7.1.

In this case, the Supplier will perform the warranty obligation with the repair or replacement free of charge of those components that are found to be defective at the origin.

Warranty interventions will be carried out promptly, in compliance with the planning of the intervention on the basis of the Supplier's organizational priorities and without any commitment regarding the maximum time required, as these are also conditional on the complexity of the intervention and the availability of spare parts and/or components.

The repair and replacement of the Products in fulfillment of the warranty obligation does not imply any extension of this Warranty.

Other than as indicated herein, the Supplier does not recognize any other warranty, express or implied, including any warranty relating to the merchantability, suitability of the Products for particular purposes or (relating) to the violation of third party rights.

9.2. The Supplier is not responsible in any way for further and different guarantees issued by the Buyer to third parties, including, without limitation, any guarantees regarding the period of useful life and duration of the Products, the product made with the Products or into which the Products are incorporated.

9.3. Except for the willful misconduct and gross negligence of the Supplier, any compensation for any damage to the Buyer may not in any case exceed the value of the individual component of the Product and / or the defective Product; under no circumstances is the Supplier responsible for any loss of profit, for any other type of economic damage (by way of example: machine downtime or loss of production), for indirect damages, consequential, arising out of or in connection with the use, conditions, possession, performance, maintenance, non-delivery or delayed delivery of the Products, even if the Supplier has been informed or has become aware of such damages.

9.4. The Supplier cannot be held responsible for damages deriving from the choice made by the Buyer of a particular use and / or application of the Product and/or for events that may occur, including those resultant on the Product supplied, in the exclusive sphere of the Buyer and / or over which the Supplier cannot exercise its control, or which, in any event, cannot be unequivocally attributable to a direct and exclusive responsibility of the Supplier itself for the lack of the promised qualities of the Product.

9.5. In the presence of patents or utility models registered at a national and/or international level, the Buyer will be solely responsible in case of violations of the aforementioned during the design phase or caused by the use of the Products, with the exclusion of any liability of the Supplier.

With regard to the foregoing, any alleged violation must be verified by and at the expense of the Buyer exclusively, and the latter must indemnify and hold harmless the Supplier for any request for compensation and/or compensation and/or damage, including any charges for legal or judicial costs or for technical advice.

In the event that the Buyer incurs patent infringements with regard to structural or other elements, such infringement must be verified by the Buyer's patent consultants, as the Supplier disclaims any liability for superstructures made with material of the construction part.

10. GUARANTEE OF THE SUITABILITY OF PRODUCTS TO EU STANDARDS ONLY

10.1. The Supplier guarantees that the Products will comply with the European Union (EU) regulations that may be applicable to them.

10.2. No warranty is issued by the Supplier regarding the compliance of these Products with the rules and regulations, expressly including rules on safety and accident prevention, in force in the Buyer's country, where he resides outside the EU or, more generally, in any country that does not belong to the EU.

11. COMMUNICATIONS

11.1. The communications required pursuant to these General Supply Conditions must be sent to:

STEEL COLOR SPA
Via per Pieve Terzagni n. 15
26033 Pescarolo ed Uniti (CR) – Italia
PEC: steelcolor@pec.it

11.2. In the event of a report of defects pursuant to art. 7 and 9, the Buyer's communication must be accompanied by a description of the defects complained of and photographs certifying the problem that has arisen, as well as any additional documentation deemed useful for checks by the Supplier.

12. GENERAL AGREEMENTS

12.1. These General Supply Conditions apply to all the Supplier's Products, except for an express exception which must be issued by the Supplier in writing.

Sellers, agents or other similar persons do not have the authority to further guarantee, with respect to what is set forth herein, the Products, to extend the Warranty Period or to change, modify or amend the conditions of this Warranty except as a result of written instructions issued by the legal representative of the Supplier.

This Warranty applies to all of the Supplier's Products sold to the Buyer from the delivery date of the Supplier's Products.

12.2. The failure or delay by the Supplier in exercising the rights, powers or remedies deriving from these General Conditions of Supply, including those deriving from this Warranty, should not be considered as a derogation from these General Conditions of Supply, nor the partial exercise of the rights, powers or remedies deriving from these General Conditions of Supply, including those deriving from this Warranty, may preclude the subsequent or future exercise of the relative rights and powers.

12.3. If a clause of these General Conditions of Supply, or part of it, is deemed illegal, invalid or unenforceable by the competent Court, the other clauses or the part of the clause that has not been deemed illegal, invalid or unenforceable, will continue to regulate the relations between the Supplier and the Buyer regarding the sale of the Products.

12.4. The Buyer may not transfer, transmit or in any way assign its rights under this warranty without the prior written approval of the Supplier. Any transfer, transmission or assignment without the prior written approval of the Supplier is null and void and in all circumstances without validity and effect. This Warranty is effective and binding between the Supplier and the Buyer and their respective legitimate successors and assignees.

Any claims arising from this Warranty may only be made by the Buyer and not by the Buyer's customers or other party.

12.5. For the purposes of these General Supply Conditions, all terms defined in "days" must be understood as calendar days.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The copyrights, patents, trademarks and any other intellectual property rights relating to the supply of the Products will remain the full and exclusive property of the Supplier.

14. CONFIDENTIAL INFORMATION AND CONFIDENTIALITY

14.1. Any data, drawing, machinery or other material and information that is transmitted by the Supplier will be considered classified and confidential information of the Supplier.

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15. CODE OF ETHICS AND ORGANIZATIONAL MODEL

15.1. The Buyer declares to have read the Code of Ethics and the Organizational Model of Steel Color S.p.A. published on the website www.steelcolor.com/our-commitment/ and to know these documents, undertaking to respect them.

16. JURISDICTION AND APPLICABLE LAW

16.1. For any litigation or dispute arising from or connected with the supply contracts of the Products, or with the interpretation, execution and the validity of the same and of these General Conditions of Supply, the jurisdiction of the Italian court is exclusively agreed and the Court of Cremona shall have exclusive jurisdiction.

16.2. The contracts signed between the Supplier and the Buyer for the supply of the Products as well as the warranty and the rights and obligations deriving from the same shall be governed exclusively by Italian law: the (Italian) standards relating to conflict of laws are not, however, applied. The application of the Vienna Convention on the international sale of goods is excluded.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly approved:

- 1.3. (Modification of the General Supply Conditions)
- 2.1. (Responsibility of the Supplier for the information provided)
- 3.2. (Exclusion of liability of the Supplier for non-compliance with the shelf life rules)
- 3.3. (Buyer's responsibility for import)

- 4.2. (Supplier disclaimer following the transfer of risk)
- 6.3. (Express termination clause)
- 6.4. (Solve et repete clause)
- 7.1. (Term of forfeiture for exercising the right of guarantee)
- 7.3. (Acceptance of Products)
9. (Limitation of liability and exclusion of other guarantees)
10. (Guarantee of the suitability of products to EU standards only)
13. (Intellectual property right)
14. (Confidential information and confidentiality)
16. (Jurisdiction and applicable law)