



GOMMA INDUSTRIALE S.r.l.

Via De Amicis, 42 - 20092 Cinisello B. (MI) - CAP. SOC. €. 100.000,00 i.v.

C.F. Reg. Impr. di Milano e P.IVA 04192340968 - REA 1732165

ARTICOLI TECNICI IN GOMMA www.gommaindustriale.it - mail@gommaindustriale.it



GOMMA INDUSTRIALE SRL – GENERAL TERMS OF SALE (VERS. 12/21)

1) General Provisions

1.1. The Terms and Conditions indicated below (“General Conditions”) regulate the terms and conditions of sale of the products (“Product” or “Products”) commercialized by Gomma Industriale S.r.l. (“Gomma Industriale S.r.l.” or “Seller”). All sale contracts of the Products are governed by these General Conditions, which form an integral and substantial part of every contract stipulated between the Seller and the customer (“Purchaser” or “Buyer”), even if not expressly recalled; they are understood to be fully known and accepted by the Purchaser (Seller and Buyer are hereinafter jointly referred to as the “Parties” and, individually, also as the “Party”).

1.2. It is the Purchaser’s responsibility to be fully aware of these General Conditions and their future updates (all duly published on the website www.gommaindustriale.it), which are fully applicable to all sales of Products.

1.3. The Purchaser may not invoke conditions other than those contained in these General Conditions. Therefore, any general and/or particular conditions of the Purchaser will not apply, not even partially, even if referred to in the Buyer’s purchase order or indicated in its brochures, catalogs, orders, websites, publications, drawings or the likes.

2) Object of the contract

2.1. The present General Conditions will apply to every single sale made by Gomma Industriale S.r.l. to the Buyer whether regarding the Products object of the first supply or any subsequent supply made to the same Buyer on the basis of orders subsequently placed to the Seller and accepted by the latter.

2.2. The sale contract regulates only the material ordered and supplied.

3) Order and order confirmation

3.1. In order to proceed with the purchase of Products, the Purchaser must send to the Seller, in writing (by mail, fax or e-mail) an order containing a precise description of the Products it intends to purchase.

3.2. Notwithstanding the receipt of the Buyer’s order, the Seller shall always be entitled to refuse the fulfilment of a purchase order at its own discretion and without any reason being required. The Buyer, by signing these General Conditions, acknowledges and accepts that the supply of the Products will be governed exclusively by these General Conditions, even if the Purchaser has its own general purchase conditions, which in any case will not be valid and will be considered expressly derogated by these General Conditions, even in the absence of the return of the order confirmation stamped and signed for acceptance.

3.3. The request for declarations of compliance, specific certifications or equivalent must be sent in writing by the Buyer to the Seller – who may accept to release such documents at its own discretion -, being understood that such request may be accepted by the Seller only if put forward by the Buyer before and not after the transmission of the order to Gomma Industriale S.r.l..

4) Delivery

The Seller fulfills its service by delivering the supplied products *ex works* (“franco fabbrica”). Any shipment of the Products shall always be at the expense, risk and danger of the Buyer, by whatever means or in whatever form the delivery is carried out. The risk and danger are transferred to the Buyer from the moment of delivery of the Products by the Seller to the Buyer or to the person in charge of the transportation.



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5) Delivery terms

5.1. The date of delivery of the Products is intended as indicative and not binding on the Seller and, in addition, it is expressly agreed on as subject to the clause “*subject to unforeseen circumstances*”.

5.2. The delivery terms are intended to be counted in working days (“working day” means each calendar day, with the exception of Saturdays, Sundays and any other day in which banks are not normally open in Milan for the exercise of their normal activities) starting from the date of conclusion of the contract relating to the specific Products; any amendment or integration of the order will determine a new start of the terms.

5.3. The Seller is exempt from liability for delays in delivery and will not be responsible for direct or indirect damages resulting from any delayed delivery, except in case of willful misconduct or gross negligence. It is in any case excluded any liability of the Seller, for delay or failure, due to a) failure of the Buyer to comply, in whole or in part, with the terms of payment, as the Seller is authorized to make use of the right provided by Art. 1461 of the Italian Civil Code; b) acts of God or unforeseeable circumstances; c) failure or delay in delivery of materials by subcontractors or auxiliaries of the Seller.

5.4. No delay shall constitute ground for claiming the cancellation of the order or compensation for damages or loss of profits, nor shall the goods be refused for such cause.

5.5. Gomma Industriale S.r.l. has the full right to buy/procure goods from suppliers located in any area or territory, without any limitation.

6) Control of goods and returns

The Purchaser is required to check the whole material object of the supply as soon as it becomes available, verifying the correspondence in quantity and quality to the ordered one. It is the Purchaser’s duty to raise any claim to the Seller within and not later than 8 (eight) days from date of delivery of the Products, under penalty or forfeiture. If the Seller has authorized the return, in whole or in part, the goods must in any case be returned promptly in the same conditions of supply, free of damage, signs of wear or tampering or any other condition which was not present at the time of delivery. All costs for the performance of the return shall be borne exclusively by the Purchaser.

Any material manufactured at the specific request of the customer – by way of example: any product made according to certain indications that make it even partially different from the normal Products marketed by the Seller – cannot be returned.

7) Price and payment

7.1. The Price of the supply is intended for *ex-works* delivery, it includes what is indicated in the order confirmation and it is subject to revision in case of increase in the costs of raw materials and tax charges.

7.2. Payments due by the Purchaser may not be suspended or deferred for any reason or cause, not even in the event of disputes with the Seller. In case of failure to pay on time, the Seller will have the right to suspend the supply.

7.3. In case of delay in payment, interest will be automatically due to the Seller, without the need for formal notice, pursuant to the Italian Legislative Decree n. 231/2002.

8) Reservation of title

The goods are sold to the Purchaser under reservation of title of the Seller. Therefore, the Purchaser acquires the ownership of the same only after the payment of the final installment of the price (or of the full price), whereas the Purchaser takes on the risks of the possession effective upon delivery, and the Purchaser undertakes to diligently perform the duty of care and custody of the goods, being responsible for any damage to the goods.



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9) Warranty

- 9.1.** In accordance with the provisions of Art. 6 of the General Conditions, it is the Purchaser's obligation to promptly check, before use and/or other acts of disposal, that the Products are intact and free from defects.
- 9.2.** Notwithstanding articles 1490 and seq. of the Italian Civil Code, every supply of goods is subject only to this conventional warranty issued by the Seller, which guarantees, for 12 (Twelve) months from delivery date, the quality of the goods.
- 9.3.** The warranty is limited to the free-of-charge replacement of those parts of the Product that present material or assembly defects which make them unfit for their intended use, provided that such defects are attributable to the Seller.
- 9.4.** Parts of Product to be repaired or replaced shall be sent to Seller's facility at Buyer's expense; the repaired or replaced part of the Product shall be delivered *ex works* at Seller's facility.
- 9.5.** The warranty rights of the Purchaser will be forfeited upon the occurrence of any of the following events: a) failure by the Purchaser to comply with any of the terms and conditions of payment; b) if the defects complained of and inherent to the Product are attributable to the Purchaser, its employees, auxiliaries or third parties in any case included in the Purchaser's area of responsibility; c) if the alleged defects are due to improper or non-authorized use of the Product, or to omitted or inadequate maintenance, negligence or inexperience in use, or to accidental events or acts of god; d) if, prior to reporting the claim to the Seller (or to the related return of Product), the Purchaser has modified or repaired the Product directly or through third parties; e) in any other case of Purchaser's failure to carry out any of its contractual obligations.
- 9.6.** The warranty shall not apply to parts or materials subject to normal wear and tear.
- 9.7.** In none of the cases provided under this Article 9, the Buyer will have the right to terminate the sale contract, nor to demand compensation for damage, direct or indirect, of any nature or type.
- 9.8.** Every claim must, under penalty of forfeiture, be sent to the Seller in writing, and with an express and analytical indication of the alleged defects, within and not later than 8 (eight) days from discovery.

10) Export control

- 10.1.** The Buyer acknowledges that the export or transfer of the Products outside the customs territory of the European Union or to other certain subjects/destinations may be subject to control and/or specific requirements and customs duties by the competent authorities; the Buyer represents and warrants to Seller that it will take all necessary measures to comply with the applicable regulations on export controls and intentional economic sanctions, thus relieving the Seller, in all respects, from any responsibility thereon.
- 10.2.** In the event that the Products are exported or transferred by the Buyer, the Buyer agrees to export or transfer such Products to customers that are not included in the European Union's list of natural or legal persons, entities or bodies subject to restrictive measures and/or the *List of Specially Designated Nationals and Blocked Persons ("SDN List")* drawn up the Office of Foreign Assets Control (OFAC) and that are not owned or controlled by persons or entities included in those lists.

11) Catalogues, Technical data and websites

- 11.1.** The technical data provided in the "Antivibration Catalogue" available on the website www.gommaindustriale.it, as well as the technical data provided in all forms of communication adopted by Gomma Industriale S.r.l. (website, internet and social networks), are never binding and are subject to changes and to be updated.
- 11.2.** Seller's catalogs, price lists or other promotional material are only an indication of the type of Products and

of the prices; those indications are not binding on the Seller. The Seller takes no responsibility for errors or omissions contained in its price lists or in its promotional material.

11.3. Gomma Industriale S.r.l. reserves the right to make any change to its catalogues, price lists and technical data (being such list intended to as "including but not limited to"), even without prior notice; the Seller does not take any responsibility for any inaccuracy in the above mentioned material.

11.4. The Buyer acknowledges to be aware that the information contained in catalogs, brochures, articles, technical bulletins, internet sites coming from the Seller and indicating the technical information related to the Product are to be considered as merely indicative and not binding on the Seller.

12) Operational Indications

12.1. The object of the agreements between Seller and Buyer is the purchase and sale of Products; the Buyer acknowledges that the Seller does not provide consulting services. Gomma Industriale may, from time to time, issue operational indications, it being however understood that, in any event, all the information concerning the suitability and use of the Products does not relieve the Buyer from duty of verification that the Buyer is required to carry out diligently on the Products to determine their suitability.

12.2. It is responsibility of the Buyer and of the end user to ensure that the Product is proper for its intended use and that it is properly assembled.

13) Absence of instruction manual

Gomma Industriale S.r.l. does not provide the Purchaser with any manual or instructions on how to assemble the Products.

14) Limitations of Seller's liability

14.1. Without prejudice to the mandatory limitations provided by applicable law and with the exclusion of wilful misconduct and gross negligence, Gomma Industriale is expressly relieved from any liability – of a contractual or extra-contractual nature or deriving from any other source – for damages deriving from any non-fulfilment, as well as for direct and/or indirect damages deriving from flaws or defects of the Products, from the malfunctioning of the same or from repairs or replacements, including but not limited to loss of profit, loss of savings, loss of reputation, loss of goodwill, shutdown of facilities in which the Products are intended to operate, and any loss which at the time of entering into the contract of sale or supply was not a reasonably foreseeable result of breach of warranty or condition, whether or not it was a direct and natural result of such breach.

14.2. The Purchaser shall indemnify the Seller and hold it harmless from any claim made against the Seller, also by way of compensation for damages, by third parties for infringements of rights that are attributable, even only in part, to the Purchaser.

14.3. The Seller has no responsibility for Products marketed and/or installed in countries where there are regulations that do not allow their use, or for uses other than those for which they are intended, or for installations and uses that do not comply with the technical specifications of the Products indicated in the catalogs referred to in Art. 11 of these General Conditions, in force at the time of sale.

14.4. The Buyer will hold Gomma Industriale S.r.l. harmless from any and all responsibility that may derive to the latter from any violation of any provision applicable from time to time on export control and international economic sanctions in relation to the Products. The Buyer undertakes to ensure that the provisions of this Art. 14 apply and are extended also to any of its sub-buyers.



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14.5. The Parties agree that the limitations contained in this clause are reasonable in light of their liabilities. The Seller's liability cannot be invoked for any damage resulting from an abnormal use of its Products, from the non-compliance with the indications provided by Seller concerning, in particular, the storage, handling, assembly, conditions of use and maintenance to be respected by customers who shall inform the end users thereof.

14.6. The Parties expressly agree that if the Product is used by the Purchaser or by the Purchaser's customers without having first carried out the necessary checks as provided under Art. 6 of these General Conditions or without having pointed out to the Seller any anomaly regarding the functionality of the same, the Seller shall not be held responsible for any defect caused or for anomalies/inconsistencies subsequently ascertained, nor shall it be held responsible for any direct or indirect damages (including, by way of example, image damages, commercial damages, damages from lost sales, etc.) suffered by the Purchaser or by its final customers.

14.7. In the event that the Products purchased from Gomma Industriale S.r.l. are exported and/or transferred by the Purchaser to a member state of the European Union or to a country outside of the European Union, the Purchaser - once the delivery of the Products has been completed, according to the provisions of Art. 4 of these General Conditions, and once the conformity verifications indicated in Art. 6 have been carried out - shall hold Gomma Industriale S.r.l. harmless from any responsibility concerning any fault, defect or loss of value of the transferred and/or exported Products.

14.8. The Purchaser undertakes to use the Products in compliance with the laws and regulations in force and the indications for use, if provided or foreseen. Regarding the extent and forms of use of the vibration dampers - partially known to the Seller- Gomma Industriale S.r.l. declines any responsibility for use, harbinger of damage to things or persons, arising from improper use or installation and, in any case, different from customary use; the client will therefore be responsible also from a duty-of-care point of view. It is the customer's obligation to verify the suitability of the instrument for its needs.

14.9. Parties agree that the Seller's total liability for breach of any of the warranties, guarantees under these General Conditions and/or the any sale contract between the Seller and the Purchaser shall be limited to the price paid by the Buyer to the Seller for the sale of the goods.

15) Seller's right of withdrawal

The Seller reserves the right to withdraw from the contract if it becomes aware of circumstances that cast doubt on the solvency of the Purchaser to pay the price within the agreed terms.

16) industrial and intellectual property

The Purchaser acknowledges that as a result of the supply, it does not acquire the right to use, not even in part, trademarks or patents relating to the Products, which remain the exclusive property of the Purchaser, as well as any information and/or data and/or industrial and intellectual property of the technologies of the manufacturing, development, engineering, and quality control processes inherent to the Product and its manufacture.

17) Confidentiality and Privacy

The Purchaser undertakes to maintain absolute confidentiality regarding data and information acquired because of the supply, and such data/information shall be kept strictly confidential. The Purchaser also gives its consent to the Seller for the processing, communication and diffusion of the data provided concerning its company, declaring that it has received full and exhaustive information on the content and purpose of the aforementioned processing as provided for by Art. 10 of Italian Legislative Decree 196/2003, as well as on its rights pursuant to Art. 7 of the above-mentioned Legislative Decree, to protect the confidentiality of its personal data.

18) Applicable law and jurisdiction

18.1. These General Conditions and any sale contract between the Seller and the Purchases are understood to be governed entirely and exclusively by Italian law; Italian law shall apply to any matter hereof, even if not expressly provided for.

18.2. The Court of Monza (Italy) shall have exclusive jurisdiction on any dispute concerning the conclusion, validity, interpretation, execution and termination of the contract between the Seller and the Purchaser with reference to the Products, as well as for all disputes concerning all contractual and extra-contractual relationships connected to and/or resulting from the supply of the Products, , being understood that the Parties exclude the jurisdiction of any other concurrent court/forum.

Place, date

Purchaser's signature and stamp

Pursuant the provisions of Art. 1341 and 1342 of the Italian Civil Code, the Purchaser expressly approves the provisions of the following articles:

- 1.3.) Non-applicability of Purchaser's general conditions;
- 3.2.) prevalence of these General Conditions;
- 4) Delivery;
- 5) Delivery terms; exclusion of liability for delay;
- 6) Control of goods and returns;
- 7) Price and payment;
- 8) Reservation of title;
- 9) Warranty;
- 10) Export control;
- 11) Catalogues, Technical data and websites;
- 13) Absence of instruction manual;
- 14) Limitations of Seller's Liability;
- 15) Seller's right of withdrawal;
- 18) Applicable law and jurisdiction.

Place, date

Purchaser's signature and stamp
