



GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND SCOPE OF THESE GENERAL TERMS AND CONDITIONS

1.1. "Seller" shall mean the Company (Cauvin Metals S.r.l.)

1.2. "Purchaser" shall mean the Company (.....)

1.3. "Contract" shall mean any agreement based upon sale and purchase, regarding the supply of goods from the Seller to the Purchaser, which shall be governed by the applicable provisions of the Italian Civil Code on the structuring of contractual agreements.

1.4. These General Terms and Conditions of Sale apply to all Contracts that shall be entered by and between the Parties. Any changes, additions or exceptions to these General Terms and Conditions of Sale shall be made in written and mutually agreed by the Parties; they shall explicitly refer to the clause subject to such changes, additions or exceptions.

1.5. The Parties are entitled to withdraw from these General Terms and Conditions of Sale - thus terminate the relevant Contract - by giving the other party 30 (thirty) days prior written notice. The termination shall effectively apply to Contracts that are not already concluded at the effective time of termination; however, the Contracts concluded as a result of a proposal or an acceptance notified before such time shall be governed by these General Terms and Conditions of Sale, unless otherwise agreed in writing between the Parties.

2. DELIVERY OF THE GOODS

2.1. The terms of delivery specified in the Contract have a margin of tolerance, in favour of the Seller, of 15 (fifteen) days; therefore, any delivery made after the expected terms of delivery, but within the following 15 (fifteen) days, shall not be considered as a failure.

2.2. Sales are intended Carriage Paid To (or CPT), unless otherwise agreed between the Parties. In any case, the goods shall be deemed delivered for all the legal and contractual purposes of the transfer of the property, when entrusted to a carrier or freight forwarder.

2.3. Except in the case of fraud or gross negligence of the Seller, any failure to comply with the terms referred to in paragraph 2.1 above, shall not give rise to any request for termination of the contract if such request is not preceded by any unjustified non-compliance of the Seller with a written formal notice of default proving a term of minimum 15 (fifteen) days to deliver the goods successfully. However, except in the case of fraud or gross negligence, the indemnity payable shall be solely limited to the direct damages not exceeding the agreed price for the goods - or part thereof - the failure relates to.

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Cap. Soc. € 1.500.000 i.v.
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2.4. Should the Purchaser fail to meet its obligations to receive the goods, the property thereof shall be intended transferred to the Purchaser anyway with the offer made by the Seller, which shall be deemed exempt from any liability. In some cases, the Purchaser shall forfeit its legal or contractual guarantees automatically; as a consequence thereof, the Purchaser shall be charged with the costs of handling, storage and warehousing. In these same cases, the amount payable for the goods shall remain due, regardless of the successful delivery.

2.5. Deliveries may be suspended by the Seller in the following cases:

a) non-payment, total or partial, by the Purchaser of the goods the suspension refers to or of any other consignments already delivered and/or be delivered by the Seller, even if related to different Contracts from the one the failure refers to. Save the right to terminate the contract, the Seller may suspend the deliveries until the Purchaser has fully remedied the failure in question, even through the payment of any legal accessorial charges and the compensation of damages;

b) should the Purchaser fail to meet its obligations;

c) in situations where one might reasonably fear that the Purchaser will not be able or intends to meet its obligations, such as, but not limited to, the reduction or withdrawal of credits already granted to the Purchaser in relation to credit insurance, the submission of appeals to file a petition in bankruptcy or failure, the receipt of notices of protest by the Purchaser or its involvement in bankruptcy procedures, etc. In those cases, as well as in the case of voluntary winding-up of the Purchaser's company, the Seller may subordinate the delivery of the goods to the issue of appropriate guarantees or to the increase in those granted - if any - or, if the contract provides for the deferred payment, to the advance payment of the goods.

3. COMPLAINTS

3.1. The Purchaser shall be responsible for checking the goods at the time of delivery.

3.2. The Purchaser shall promptly notify the carrier of any shortages of goods, alterations, breakages or tampering of packaging at the time of delivery; the carrier shall report such shortages, alterations, breakages or tampering on the bill of parcel. A \pm 5% tolerance in respect to the weight reported in the contract is accepted. In the case of orders with delivery on instalments and of different qualities, the same tolerance shall apply to each instalment or quality.

3.3. As per legal provisions, any complaints concerning defects or non-conformity of the goods shall be notified to the Seller in written within 8 (eight) days; such notice shall report - at least - the references to the job number (if any), to the bill of parcel and to the identification elements of traceability (i.e. profiles, lengths, etc.) and it shall contain an appropriate and detailed description of the defects and non-conformity with photographic evidence.

3.4. In case of proven existence of defects and non-conformity, the Seller shall allow the Purchaser a reduction in the selling price. If the defects and non-conformity are particularly relevant, the Purchaser may, alternatively, request the refund of the price paid and return the goods to the Seller. This last remedy, however, may apply solely if the Seller does not intend to replace the goods in question at its own expenses

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within a reasonable term that the Purchaser may obtain from other suppliers. Except in cases of fraud or gross negligence, the Purchaser may not claim any other indemnification for any defects and non-conformity of the goods.

3.5. In addition to the cases referred to in art. 1491 of the Italian Civil Code, no guarantee shall apply if the Purchaser alters, processes or repairs the goods without the prior authorization of the Seller, thus making it impossible for the Seller to verify the condition of the goods in a cross-examination, unless the Seller - if invited by written notice to do so as per paragraph 3.3. - fails to proceed with the cross-examination within 10 (ten) days from the receipt of the notice.

3.6. Even in the event of valid complaints, the Purchaser may not suspend the payments. Any failure to meet payment terms, if exceeding 15 (fifteen) days, gives rise to the revocation of the guarantee.

4. FORCE MAJEURE

4.1. The fulfilment of the contract obligations is subject to the absence of force majeure, i.e. wars, revolutions, riots, acts of piracy and sabotage, strikes, occupations of factories, boycott, political and trade unions upheavals, natural disasters such as earthquakes, landslides, floods, fires, interruptions in road, rail, air and sea communications, power outages, acts of the authorities, such as blocks of goods, failure to grant permissions or licenses, seizures, customs strikes, etc.

4.2. Any event of force majeure shall imply the immediate suspension of the deliveries for the entire duration of the event itself.

5. EXPLICIT TERMINATION CLAUSE

5.1. The Seller may terminate the contract based on this explicit termination clause by means of written notice by registered letter with acknowledgement of receipt, if the Purchaser fails to meet the payment terms, totally or partially, provided for the selling price agreed.

6. WITHDRAWAL

6.1. In the circumstances under letters (c) and (d) of paragraph 2.5 above, the Seller shall be entitled to withdraw from the contract by written notice and without any prior communication.

7. JURISDICTION

7.1. Any dispute arising from the Contract shall fall within the sole jurisdiction of the Court of Genoa.

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Genoa, 24th July 2017

The Purchaser

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the content of article 2 (DELIVERY OF THE GOODS), 3 (COMPLAINTS), 4 (FORCE MAJEURE), 5 (EXPLICIT TERMINATION CLAUSE), 6 (WITHDRAWAL) and 7 (JURISDICTION) is expressly accepted.

The Purchaser

PLEASE NOTE: "Important Notice: The Purchaser is aware that aluminium can be wet and, therefore, it must be handled and used in consideration of this possibility. Wet aluminium can cause explosions if introduced into an oven if the required procedure is not applied".

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