

Sales General Condition

1.DEFINITIONS

1.1 "Contract" means the legally enforceable agreement for the sale and purchase of Products, comprising these ToS (as defined below) and the Order Confirmation. If there is a discrepancy or ambiguity between the ToS and the Order Confirmation, the text of the Order Confirmation shall prevail.

1.2 "Customer" has the meaning given to it in article 2.1.

1.3 "Delivery" has the meaning given to it in Incoterms 2020.

1.4 "Dispute" means any dispute, controversy or claim (contractual or non-contractual) arising out of or in connection with the Contract or its subject matter, including any question regarding its formation, existence, validity, enforceability, interpretation, breach or termination.

1.5 "Force Majeure" means events or circumstances beyond the reasonable control of the claiming party, which are not due to the fault, negligence or breach of the Contract by such party and cannot reasonably be avoided; including: (i) acts or restraints by governments or public authorities; (ii) war, revolution, riot or civil commotion; (iii) strikes, lock-outs or other industrial action; (iv) blockage or embargo; (v) damage caused by explosion, fire, corrosion, ionizing radiation, radioactive contamination, flood, natural disaster, epidemic, pandemic, or malicious act; (vi) raw material shortages; and (vii) any such circumstances affecting the Supplier's affiliates or its suppliers.

1.6 "Incoterms" means the International Rules for the Interpretation of Trade Terms published by the International Chamber of Commerce, the recently enacted.

1.7 "Intellectual Property Rights" means patents, rights to apply for patents, rights to inventions, copyrights and all applications and registration of such, trademarks, trade names, business names, service marks and domain names, rights in get-up, goodwill, schematics, industrial models, inventions, know-how, trade secrets, background and foreground rights, computer software programs and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information, and all other intangible proprietary information in each case whether registered, patentable or protectable and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.8 "Products" means the goods specified in any confirmation order incorporated into a Contract.

1.9 "Supplier" has the meaning given to it in article 2.1.

1.10 "ToS" has the meaning given to it in article 3.3.



2. ORDERS and CONFIRMATION ORDERS

2.1 The customer ("Customer") shall place orders to F.T.C. S.R.L. ("Supplier") in writing by e-mail and, if possible, indicate the Product codes as indicated in the related offer.

2.2 The offer and order confirmation documents include only and expressly what is included in it. Materials, certifications, translations, services and/or any other services that have not been previously agreed in writing with the FTC and included in the offer document may not be deemed to be included for any reason. New specifications or requests will NOT be accepted upon receipt of the order. Payment deadlines are fixed and invariable. The order is considered accepted by FTC upon sending our order confirmation and as stated therein. In case of cancellation of the order within 72 hours from its issuance, the semi-finished products and raw materials will be invoiced. Over 72 hours 100% of the order will be invoiced. The prices, the quantities and the conditions indicated in the offer are to be considered valid only for global order that includes all the positions in the offer and within the validity date indicated in the document. The prices of the reels and their terms of use are in accordance with the current price list.

2.3 For the sake of clarity, technical specifications, performances, and other elements provided in catalogues, brochures, advertising material or other documentation of the Supplier are indicative and do not bind the Supplier unless such specifications, performances or other elements are expressly provided in the Contract. The Supplier reserves the right to modify technical specifications, performances and other elements provided in the above documentation at any moment, without any obligation to replace, totally or partially, the Products purchased by the Customer or to reimburse, totally or partially, the latter for any cost borne in relation thereto.

3. PURCHASE & SALE

3.1 Within the period described in article 3.5, the Supplier shall sell, and the Customer shall buy the Products, in accordance with the terms of the Contract.

3.2 While each shipment is not a separate sale and purchase agreement, the terms of the Contract apply to each shipment.

3.3 These terms of sale ("ToS") apply to the sale of Products to the Customer by the Supplier.

3.4 Only these ToS are binding on the Customer and Supplier in relation to the sale and purchase of Products. For the sake of clarity, the Supplier shall not be bound to any terms and conditions of the Customer.

3.5 The Contract shall be valid from the date stated at the beginning of it until either the date indicated in the Contract or in any case until the parties have discharged their obligations under it.

4. PRICES AND PAYMENT

4.1 Prices are included in the order confirmation. The Supplier has the right to modify the prices, even after the notification of the order confirmation to the Customer, if changes in market and production conditions make it necessary.

4.2 Prices are in Euro, and do not include packaging, transportation costs, insurance



costs, custom duties, VAT or other taxes and charges (such as foreign bank charges).

4.3 Payment terms shall be agreed in advance with the Supplier's sales office, by payment to a bank account indicated by the Supplier. Unless authorized by the Supplier's Sales Department, rounding offs or deductions from the amounts due are not allowed. The Customer's payment obligations under the Contract will be discharged only when full invoice value is credited to the Supplier's bank account.

4.4 Unpaid cash orders and delayed payments determine expenses and delay interests charged to the Customer in the limits foreseen by the Italian law. Foreign bank charges related to payments are at Customer's expenses.

4.5 The Customer shall not set-off or withhold payment of any amount payable to the Supplier under the Contract, for any reason.

4.6 The tolerances on the cable sizes are valid as expressly stated in FTC offer/order confirmation.

5. TITLE & RISK

5.1 Legal title in a shipment of Products passes from the Supplier to the Customer only upon the Supplier's receipt of payment for that shipment. Until title passes, the Customer holds the value of the Products in trust for the Supplier.

5.2 Transfer of risk in each shipment of Products passes from the Supplier to the Customer upon Delivery of the Products to the Customer, or the courier, without prejudice to the carrier's liability by virtue of article 1693 of the Italian civil code.

6. DELIVERY TERMS

6.1 Delivery terms are indicated by the Supplier, in the Order Confirmation. Delivery terms may vary in case of manufacturing problems or in the event of Force Majeure, without affecting the validity of the order.

6.3 Delivery terms agreed between the Parties shall be indicative for the Supplier. Partial shipments of the Products and deliveries before the agreed date are accepted by the Customer.

7. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed otherwise by the Supplier in writing, all Intellectual Property Rights in or arising out of or in connection with the Products and services shall be owned by the Supplier.

8. WARRANTY

The Supplier warrants that the Products delivered under the Contract shall comply with the agreed specifications and shall be free from defects in materials, workmanship and manufacturing. This warranty constitutes the Supplier's only warranty and is instead of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including any implied warranty of merchantability, quality of fitness or suitability for a particular purpose.

The warranty is valid for 12 months from the date of delivery.



9. CUSTOMER'S CLAIMS

9.1 The Customer shall make any claim in relation to the Products: (i) for visible defects, within 15 days from Delivery of the Products and (ii) for quality claims under the warranty, within 45 days from Delivery. The Customer's failure to notify the Supplier of a claim on time shall constitute a waiver of and bar to such claim. The Customer shall give the Supplier the opportunity to investigate the claim, and if the claim is proven to be valid, the Supplier may choose, at its own discretion, whether to repair or replace the defective Products, or to refund the purchase price of the defective Product to the Customer.

9.2 The Customer shall not, without the Supplier's prior written approval, repair a defective Product.

9.3 Repair, replacement or refund are the Customer's sole remedy for quality and quantity defects, and the Customer waives the exercise of any other rights it may have under the Contract, or otherwise, to seek further compensation for such defects.

9.4 The repair or substitution of any item is guaranteed only if the Supplier acknowledges them as defective. The guarantee is no longer valid if the Products have been used in a different way than the recommended one, or if the Products have been modified, repaired, tampered with, even partially disassembled or if they have been stored, installed, lubricated or maintained wrongly or carelessly. The compatibility of the Product with the intended application as well as the accuracy of mechanic couplings and electrical connections must be checked under the sole Customer's responsibility. The guarantee does not cover any consumable material or part. The Supplier will not be liable and excludes any indemnification for damages occurring during use of the Products sold, regardless of their defectiveness. The Customer only shall be held liable for the applications in which the Products sold by the Supplier are employed, even when the application has been recommended by the Supplier staff.

9.5 In case the Supplier determines that the Customer may return the Products, such Products shall be undamaged and not modified or used by the Customer; if this is not the case the Products will be sent back at Customer's charge. The returned Products shall be packed correctly to prevent any damage during transportation. Returned Products won't be accepted if not packed in the original Supplier's packages, if any. The Supplier reserves the right to charge the Customer with 30% of the original selling price to cover handling and stocking costs and Products shall be returned carriage paid. Returns for Products having a value lower than € 50,00 per each sales line or manufactured upon specific requests of the Supplier are not accepted.

10. CUSTOMER'S INDEMNITY

The Customer shall indemnify and hold harmless the Supplier against all claims, costs, and expenses of any nature, which may arise under product liability principles or otherwise, in respect of the installation or use of the Product.

11. LIMITATION OF LIABILITY

11.1 The Supplier's aggregate liability for any cause of action arising out of or in connection with the Contract shall be limited to the amount paid by the Customer



under the Contract.

11.2 In the event of a warranty claim, the Supplier's liability is limited to the value of the defective Product.

11.3 The Supplier is not liable for any special, incidental, exemplary, punitive, indirect or consequential damages, existing or advance loss of profits, arising out of or in connection with the Contract, whether arising in contract, tort, law of restitution or any other legal theory.

12.FORCE MAJEURE

12.1 Neither party shall be liable for delay or failure in performing all or part of the Contract, to the extent that its performance has been prevented, delayed or hindered due to Force Majeure. A party claiming Force Majeure must notify the other party within 15 days of its occurrence. If Force Majeure lasts for more than 90 consecutive days, either Party may terminate the Contract.

12.2 Neither party shall be entitled to claim any compensation from the other party in the event of Force Majeure or its effects, provided that the Force Majeure event does not relieve the Customer of the obligation to pay in full the amounts due under the Agreement.

13.COMPLIANCE WITH LAWS & TRADE SANCTIONS

13.1 The Customer and the Supplier shall perform the Contract in compliance with all applicable laws, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, export control and economic sanctions. The Customer and the Supplier shall maintain such records as are prescribed under applicable laws, or recommended good practice, and shall promptly on request make them available for inspection by the relevant authorities.

13.2 The Customer shall ensure that, in consequence or in relation to the Contract: (i) no Products, services or technology will be provided to an end-user in breach of any applicable economic sanctions; and (ii) no persons or entities on an official sanctions list are involved in or could benefit from the Contract.

14.DIVERSION

14.1 The Customer represents and warrants that it is familiar with and shall comply with all applicable laws and regulations relating to the use, diversion, trade, export or re-export of Products and that it will not re-sell or divert the Products to destinations other than the destination indicated in the Contract, unless agreed in writing by the Supplier.

14.2 If the Customer becomes aware of any possible unauthorized re-sale or diversion, it shall notify the Supplier without delay.

15.DEFAULT & TERMINATION

15.1 If the Customer commits a breach of a material obligation in the Contract, Supplier may require the Customer to remedy the breach, by notice to that effect.

15.2 If the Customer fails to comply with a notice issued under article 15.1 within 15



days of receipt, the Supplier may terminate the Contract by further notice having immediate effect, or claim specific performance, in either event without prejudice to any other rights it may have.

15.3 If the Customer breaches articles 4, 13, 14 and 17.1, the Supplier may terminate the Contract by notice having immediate effect.

15.4 Termination or expiry of the Contract does not affect the parties' rights to pursue claims for breaches arising before termination or expiry.

15.5 The provisions of this article 15 will survive termination of the Contract for whatever reason, for 24 months.

16. GOVERNING LAW AND JURISDICTION

16.1 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, the laws of the Republic of Italy. The application of the UN Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.

16.2 The Court of Ivrea (Turin) shall have exclusive jurisdiction to hear and determine any legal proceedings arising out of or in connection with the Contract or any matter contemplated by it.

17. MISCELLANEOUS PROVISIONS

17.1 Code of Ethics

The Customer acknowledges that the Supplier has adopted a Code of Ethics as published on the website and undertakes to comply with the provisions contained therein.

17.2 The Contract constitutes the entire agreement between the parties relating to its subject matter and is in substitution of any previous written or oral agreement thereon between the Customer and the Supplier. Terms or conditions contained in any document issued by the Customer or third parties (i) which are inconsistent or ambiguous with these ToS; or (ii) which purport to change, suspend, delete or add to any term or condition contained in these ToS, are void.

17.3 Severability

If a term of the Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect the legality, validity or enforceability in that jurisdiction (or other jurisdiction) of any other term of the Contract.

17.4 Third Party Rights

Nothing in the Contract is intended or shall be construed to confer upon or give to any person, firm or corporation, other than the parties and their respective successors and permitted assignees, any remedies or rights under the Contract.

17.5 Declarations

Each Party guarantees that it has not entered the Contract relying on any warranty, declarations or undertaking except those in the Contract.

17.6 Waiver & amendment

No waiver, alteration or modification of any of the terms of the Contract is valid or binding unless it is in writing and signed by the Parties.

17.7 Remedies cumulative

All remedies available to the parties for breach of the Contract are cumulative and



may be exercised concurrently or separately and the exercise of any one remedy will not be deemed to exclude other remedies.

17.8 Notices

Any notice required or permitted under the Agreement must be in writing (including email) and must be served by delivering or sending it to a Party in a manner that ensures receipt of the notice can be proved.

17.9 Assignment

The rights and/or obligations arising from the Contract may not be assigned, subcontracted or transferred to third parties without the prior written consent of the other parties.

17.10 Signing authority

Each person signing the Contract for and on behalf of a party hereby warrants in his/her personal capacity that s/he is duly authorized by the party to execute the Contract.

17.11 Contract execution

The Contract may be executed by facsimile/scanned copy signed by the parties which shall be deemed originals and legally binding

