

Soc. per Azioni - Cap. Soc. € 5.676.000 int. versato - C.C.I.A.A. Bs n° 221390 - Iscr. Canc. Trib. Bs. N. 14390
I-25067 LUMEZZANE S.A. (Brescia) Italy - Via M. D'Azeglio, 62 - Tel +39.030.8922255 (8 linee r.a.) Fax +39.030.8920661
E-mail: italchimici@italchimici.it [N° Mecc. BS 030921] - C.F. N° 00941350175 - P.IVA / VAT (EORI) : IT00589390988

The following General Terms of Sales and Delivery (referred to as 'GToSaD') are applicable to all goods or services (referred to as 'goods') which are sold by Italchimici SpA based in Lumezzane S.A. (Brescia), Italy, entered into the register of entrepreneurs kept by the Chamber of Commerce of Brescia, Italy under VAT Nr IT00589390988 (referred to as 'selling party') for contracting parties (referred to as 'buying party') on the basis of orders placed by the Buying Parties and an order confirmation issued by the Selling Party.

Conclusion of a contract

Each declaration of will in a written or electronic form, which results in conclusion of a contract and/or further amendments to a contract, is recognised as a valid one when it is submitted by authorized persons indicated by the Buying Party or by the Buying Party's all employees contacting the Selling Party in order to conclude a contract.

Final terms of sales are included in an Order Confirmation issued by the Selling Party. In case when terms of an order placed by the Buying party are different than the ones confirmed by the Selling Party in an Order Confirmation, binding conditions are the ones stated in an Order Confirmation.

The Buying Party has the right to submit remarks to the conditions stated in an Order Confirmation, provided that this will be done immediately, no later than within 3 working days since the issuing date of an Order Confirmation. The lack of submission of any comments to an Order Confirmation in the time stated above, is regarded as an acceptance of the conditions included in an Order Confirmation by the Buying Party.

In the event of submission of any remarks by the Buying Party in the time specified above, the Selling Party shall include the comments in a new Order Confirmation or shall inform the Buying Party about inability to process an order.

In order to resolve any possible disputes between the Selling Party and the Buying Party, it is assumed that the place of execution of the contract is the city of Brescia in Italy, where the Selling Party's manufacturing plant is located. But in the view of the above, the Selling Party's obligation to deliver a subject of sales is not restricted to the place stated in an Order Confirmation.

Delivery

Deliveries shall be effected according to the conditions of Incoterms 2020

The time of making a delivery, which is given in an Order Confirmation, is approximate and it is not the Selling Party's direct obligation. The Selling Party will use best efforts to meet a delivery date. The Selling Party reserves the right to change a delivery date or make partial deliveries in the face of independent events (production machines failure, delays in supplies of raw materials, weather conditions, strikes, traffic incidents and other situations which are not attributable to the Selling Party), and delivery time changes or making partial deliveries are not supposed to be treated as non-performance of a contract and the Selling Party bears no responsibility for losses arising directly or indirectly from such circumstances.

Delivery performance can be overall or partial. Due to the specifics of production of copper items and copper alloys, there may be the differences in quantity of plus or minus 10% and they cannot be the reason to refuse the goods. The quantity differences mentioned above can be referred to an overall order, its parts, product ranges and packages.

The items produced according to an Order Confirmation should be collected on the due date. In the case of refusal to collect the ordered goods in the specified time or non-performance of delivery through the fault of the Buying Party (including failure to make a payment within the agreed time) the Selling Party after 14 days since the confirmed delivery date, has the right to charge the Buying Party with costs of storage, insurance, special transport and other costs which the Selling Party may bear through the fault of the Buying Party.

In the event of failure to collect the goods within 60 days since the confirmed delivery date, the Selling Party has the right to resell it or scrap it and charge the Buying Party with corresponding costs. The amounts obtained by the Selling Party from the sales or scrapping of the goods, will be credited towards the Buying Party's obligations to the Selling Party.

Buyer is obliged to examine parcels condition at the moment of delivery and in Carriers presence. Buyer is obliged to note in document of delivery CMR and information's about weight / bulk, quantity objections of delivered materials or any package or material damage that could occur during the transport. Violation of the above Buyers obligations exclude Sellers responsibility of quantity and quality defects that could occur in transport.

Payments

Payments for the goods shall be made by bank money transfer into the Selling Party's bank account within the time stated in the invoice. The date of money transfer into the Selling Party's bank account is regarded to be the date of payment. The Buying Party will be charged with all the bank costs resulting from making a payment.

In the case of failure to make a payment by the Buying Party within the agreed time, the Selling Party is entitled to statutory interest for late payment.

In the case of late payments, the Selling Party reserves the right to put deliveries on hold and to stop manufacturing of open orders until all payments are made by the Buying Party. Withholding deliveries and stopping production for open orders may result in a long-term change in the scheme of contract performance through the fault of the Buying Party.

No claims arising from relationships between the Buying Party and the Selling Party, including the ones connected with the execution of the contract, can be the reason for late or partial payments stemming from effected deliveries of the goods.

In the case of deferred payment contract the Buying Party commits to provide the Selling Party with all information, including financial data which will enable the Selling Party to assess their creditworthiness. The Selling Party reserves the right to pass such data to financial institutions in order to secure dues or refinance a trade credit.

In the case of late payments or when the Buying Party's financial situation as assessed by an independent financial operator or by the Selling Party puts timely payment of dues at risk, or when bankruptcy proceedings take place against the Buying Party, the Selling Party has the right to demand additional collateral, overall or partial payment of debt, advance payment towards further sales of goods. When the above-mentioned demands are not met, the Selling Party has the right to denounce the contract or a part of it and all other contracts concluded between the Selling Party and the Buying Party; and to withhold any further deliveries.

Hedging of metal prices

Contracts concluded on the basis of fixed prices or LME formula plus trade margin will not be the subject to any changes as far as the amounts and delivery times are concerned, after they are officially confirmed by the Selling Party. In such cases, the Buying Party is obliged to specify the whole tonnage in contracted amount and fixed metal price which should be agreed upon between the Parties. The Buying Party is also obliged to collect the goods within the given time.

In the case of cancellation of a placed order, the Buying Party shall be charged with all the necessary costs.

Considering complaints

The Selling Party assures the goods delivered to the Buying Party comply with the requirements stated in an Order Confirmation.

The Buying Party is obliged to assess the goods in terms of quality and quantity whilst collecting them. In case when the received goods do not comply with the requirements included in an Order Confirmation, The Buying Party has the right to consider complaints. Complaints should be submitted within the time of 14 days since the moment of collecting the goods.

A complaint should include full identification of the product(s): an Order Confirmation Number, amount, evidence in the form of samples, description and pictures. The Selling Party has the right to demand from the Buying Party additional evidence in order to recognise the legitimacy of a claim.

The Selling Party has the right to defend a claim in the case of failure to fulfil the above-mentioned conditions.

The Selling Party shall consider a complaint within 30 days since the moment of notification.

Quality complaints concerning latent defects noted by the Buying Party, material defects and properties of the product(s) incompatible with the standards, with an order or with agreed technical terms, which cannot be detected during collection of the goods, shall be accepted within 6 months since a delivery, if no other time is stated.

In case there is necessity to clarify the legitimacy of a claim by paying a visit to the Buying Party or to return the ordered goods to the Selling Party, the time of considering a complaint may be extended to the amount enough to perform the above-mentioned activities.

The amount of a claim towards the Selling Party arising from the faulty goods, cannot exceed the total value of the goods. No warranty claim, a complaint being considered or an accepted claim can put any payments or partial payments for any goods on hold.

In the case of unjustified complaints, the Buying Party shall pay the costs incurred by the Selling Party regarding dealing with a complaint.

Contract law

As far as all the issues connected with contracts and GToSaD are concerned, the regulations of applicable law in the Republic of Italy are to be applied, including the regulations of the Italian Civil Code. Any and all disputes arising in connection with contracts and GTSaD shall be resolved by the General Court of The Republic of Italy in Brescia, applying Italian legal proceedings.

Force majeure

In the case of force majeure resulting from the circumstances independent of the Selling Party, it is assumed that the Selling Party may totally or partially suspend the performance of contract obligations during the time when documented force majeure is demonstrated.

An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following: war, fire, technical failure, strike, flood, earthquake, other natural disasters and other fortuitous events. The case of force majeure which is longer than 6 months entitles the parties to withdraw from the contract taking no further consequences.