

General Sales Terms and Conditions

1. Exclusivity of General Sales Conditions

Available online at www.fibran.it

- a. The following general sales conditions constitute the entire and only regulation governing the contractual relationship between Fibran S.p.A. and the customer, with reference to the order proposal that originated it. Any modifications and/or additions to the aforementioned regulation (specific conditions) will not be valid unless specifically approved and in writing by Fibran S.p.A.
- b. The general sales conditions applicable to the order are those in force at the date of contract conclusion, and they are available upon request.

2. Products: Prices and Characteristics

- a. Fibran S.p.A.'s product catalog is subject to the actual availability of the products, which should be verified on a case-by-case basis with Fibran S.p.A.'s operators. The prices listed are exclusive of VAT. Any subsequent publications of catalogs and price lists invalidate and replace previous ones.
- b. The product images published in the catalog are indicative and not binding.
- c. Even if Fibran S.p.A.'s operators provide information about the product characteristics, the customer is solely responsible for choosing the ordered products and ensuring their suitability and compliance with their own needs and regulatory requirements.

3. Orders

- a. The order will be considered accepted by Fibran S.p.A., and the sales contract will be concluded, only when the customer receives the order confirmation from Fibran S.p.A. via email or fax. The order confirmation will include the products, prices, payment methods, and expected delivery dates (except as provided in the subsequent § c., second bullet point).
- b. All orders must be complete in all their parts and include all necessary elements for the correct identification of the requested products.
- c. Each order transmitted to Fibran S.p.A.:
 - implies that the customer has previously acquainted themselves with and accepted Fibran S.p.A.'s general sales conditions in force at that date, available online at www.fibran.it;
 - constitutes a contractual proposal from the customer and will be binding for Fibran S.p.A. only if specifically confirmed for acceptance. However, if the order confirmation sent by Fibran S.p.A. includes variations from the sent order, it will be considered a "counterproposal," and the customer must re-send the order confirmation duly signed by Fibran S.p.A. to accept those variations.
- d. The customer is aware that the supply must be made for full truckloads; therefore, each order must indicate the selected product to complete the load (unless exceptions are explicitly agreed upon in advance).
- e. Fibran S.p.A. reserves the right not to accept incomplete or improperly filled orders.
- f. In case the ordered products are unavailable for the customer, even if verified after the order confirmation is sent, Fibran S.p.A. will inform the customer as soon as possible and cancel the order (subject to what is provided in the subsequent point 6.a.). In such cases, the customer will not be entitled to any form of compensation or reimbursement.
- g. The price is binding only for the specific order it refers to and cannot be considered binding in the event of any modifications to that order, including changes related to the place of delivery.
- h. Fibran S.p.A. is entitled to unilaterally modify prices for confirmed orders. In such a case, the customer has the right to revoke the entire order or part of it but will not be entitled to any compensation or reimbursement.

4. Payments

a. Payment for the sold products must be made within thirty days from the end-of-month invoice date (unless otherwise indicated in the invoice or otherwise agreed upon). If payment is made simultaneously with order acceptance, Fibran S.p.A. may grant the customer a financial discount of up to 3% of the agreed price. Similarly, Fibran S.p.A. may grant the customer a financial discount of up to 2% of the agreed price if payment is made within 30 days from the invoice issuance date.

b. In derogation of Article 1182 of the Civil Code, in case of multiple debts related to the sold products, each payment must necessarily be allocated:

- To the overdue debt;
- Among several overdue debts, to the less secured one;
- Among equally secured debts, to the more burdensome for the debtor;
- Among equally burdensome debts, to the oldest one.

All this is subject to different indications from Fibran S.p.A.

c. Payments made with bills of exchange, bank checks, other credit instruments, credit assignments, or other means other than cash are always considered pro solvendo and are considered paid only upon successful crediting of the corresponding amounts. All collection expenses, including discount charges and credit instrument fees, are borne by the buyer.

d. Guarantees provided by the buyer will not be extinguished until the buyer has made payments related to other contemporaneous or subsequent orders for which those guarantees were provided, and the benefits of those guarantees will be automatically transferred to those orders (unless expressly agreed upon in advance).

5. Delayed Payment and Interest

a. In case of payment beyond the established deadline, default interest will be applied according to the rates set by Legislative Decree no. 231 of October 9, 2002.

b. Without prejudice to what is provided in the subsequent point 12., and also in derogation of Article 1186 of the Civil Code, Fibran S.p.A. may, in any case of failure to respect a payment deadline, demand immediate payment of the entire outstanding debt, even if not yet due, and refuse to carry out further supplies, even for previously confirmed orders.

6. Deliveries

a. The customer acknowledges that Fibran S.p.A. has the right to make partial deliveries.

b. The delivery term indicated in the purchase order is merely indicative and not binding under any circumstances.

c. The transmission of the packing list to the customer constitutes only a communication of the goods' shipment and does not imply any indication regarding the delivery.

d. Fibran S.p.A. reserves the right to suspend and/or cancel deliveries for which payment has not been made within the established terms.

e. Specific delivery conditions and terms, including potential issues related to transport accessibility to the delivery locations, must be agreed upon in advance between the customer and Fibran S.p.A. and accepted in writing by Fibran S.p.A., with any additional transportation costs to be borne by the customer.

7. Force Majeure, Impossibility, or Excessive Burden on the Part of Fibran S.p.A.

a. Without prejudice to what is provided in the previous point 6.b., in case of subsequent impossibility, total or partial, to execute the supply, or excessive burden on the supply, Fibran S.p.A. reserves the right to suspend and/or cancel the supply itself: with the simple communication of the occurrence of such circumstances, the sales contract may be terminated by Fibran S.p.A., with no mutual obligations for compensation or reimbursement.

b. The customer is aware that among the possible causes of force majeure that may lead to an impossibility or excessive burden, the following are included by way of example but not exhaustively (and thus without claiming the list below to be exhaustive): strikes, impossibility for any reason to carry out transportation, scarcity of raw materials, increases in raw material costs, freight costs, fuel costs, energy costs, any technical incident that interrupts or renders production or delivery excessively burdensome or impossible, etc.

8. Packaging

a. Additional costs for packaging that goes beyond standard standards are borne by the buyer. Unless otherwise agreed, loading and transport equipment of the sold goods (including pallets) will be charged to the buyer at their market cost.

9. Product Liability

a. The buyer acknowledges that, regarding those products (or parts thereof) for which the production facility in Roccastrada (GR) is not specifically indicated, Fibran S.p.A. is not the manufacturer but operates in the commercial distribution chain, carrying out an activity that does not affect the intrinsic characteristics and safety of the products. Consequently, Fibran S.p.A. will not be liable for any damages caused by defects related to their manufacturing.

10. Warranty

a. Without prejudice to what is provided in the previous point 9, as well as the normal production tolerances typical of the specific merchandise sector, Fibran S.p.A. guarantees the conformity of its products with the technical documentation available to the buyer and guarantees that the products are free from defects that would render them unsuitable for their intended use. Any sample or model provided to the buyer serves solely to illustrate the standard nature and quality of the product. The customer declares to have read the documentation containing, among other things, the field of application of each product and the related instructions for proper installation.

b. Fibran S.p.A. assumes no warranties, whether express or implied, regarding the merchantability of the product or whether it is suitable for a particular purpose not expressly and specifically confirmed in writing by Fibran S.p.A.

c. The buyer assumes all risks concerning the product's suitability for their intended use and all risks arising from the handling or use of the product, regardless of whether it is used in conjunction with other products.

d. To avoid forfeiture, the buyer must examine the product at the time of delivery, notifying Fibran S.p.A. of any apparent defects within eight days of receiving the product and notifying any hidden defects within thirty days of receiving the product. The timely communication of defects must include all elements that made the quality of the goods appear unsuitable.

e. Warranty claims for defects regarding the integrity and cleanliness of the product are only admissible if accompanied by appropriate written reservations, countersigned by the carrier, on the transport documents.

f. Warranty claims for defects can only be made if the product has not been already manipulated and/or used, and only after indicating the invoice number and the number of packages of the supplied goods; it is also necessary to provide a representative sample of the defective supply.

g. Warranty claims are excluded for trial supplies, rejected or lower-quality supplies.



h. If the warranty claim is deemed valid by Fibran S.p.A., the latter reserves the right, at its discretion, to replace the goods or refund the purchase price; in case of product unavailability, Fibran S.p.A. may choose to supply a replacement or issue a related credit note.

11. Compensation and Indemnity

a. In addition to what is provided in other clauses of these general sales conditions, any request for compensation or indemnity against Fibran S.p.A. in relation to damages suffered by the buyer due to the suspension of their own production or processing or loss of profit is excluded. Moreover, in any case, any request for damages not foreseeable at the time of the order is excluded.

b. The maximum limit of compensable or reimbursable damages will, in any case, be contained to an extent not exceeding the value of the supply from which the potential damage originated.

12. Retention of Title

a. Even if not expressly specified in the order confirmation, the supply is always intended to be made with retention of title; this implies that (subject to the risk transfer at the time of contract conclusion) ownership of the products remains with Fibran S.p.A. until the buyer has paid the entire agreed price.

13. Jurisdiction and Applicable Law

This contract is concluded, interpreted, executed, and resolved in accordance with Italian law.

a. For any dispute arising from the sale of Fibran S.p.A.'s products, even in the case of connected or related claims and regardless of the agreed payment methods, the exclusive jurisdiction will be that of the Court of Genoa, without prejudice to the right of Fibran S.p.A. to renounce, at its discretion, to such exclusive jurisdiction and resort to any other competent court according to the ordinary criteria of the law.

14. Privacy

a. The processing by Fibran S.p.A. of data concerning the customer is carried out exclusively for purposes related to fulfilling contractual obligations and any other legal obligations. Detailed information, including the right of access and other rights provided for by European Regulation 2016/679, is available on the website www.fibran.it.

Customer Stamp / Customer Signature



In accordance with Articles 1341 and 1342 of the Civil Code, the Customer declares to have carefully read and understood and to specifically accept the following clauses:

- 3.c.: Automatic Integration of the Contract
- 3.f.: Unavailability of Products - Consequences 3.h.: Modifiability of Prices - Consequences 4.b.: Criteria for Payment Allocation
- 4.d.: Transfer of Guarantees
- 5.b.: Consequences of Debtor's Default
- 6.a.: Partial Supplies 6.b.: Non-exhaustiveness of Delivery Terms
- 6.d.: Consequences of Debtor's Default
- 7.: Force Majeure or Excessive Burden 9.: Exclusion of Liability for Manufacturing Defects
- 10.b.: Exclusion of Warranty on Merchantability or Specific Uses of the Product
- 10.c.: Other Warranty Exclusions
- 10.d.: Notification of Defects - Terms, Content, and Forfeiture
- 10.e.: Other Conditions of Warranty Enforcement
- 10.f.: Other Conditions of Warranty Enforcement
- 10.g.: Warranty Exclusion for Trial, Rejects, or Lower-Quality Supplies
- 10.h.: Fibran S.p.A.'s Right in Case of Warranty Enforcement
- 11.a.: Exclusion of Compensation or Indemnity
- 11.b.: Limitation of Compensation or Indemnity
- 12.: Retention of Title
- 13.b.: Exclusive Jurisdiction and Waiver of Exclusivity by Fibran S.p.A.