

Art. 1. Definitions 1.1. In the interpretation of the present General Sales Conditions (hereinafter “GSC”), the following terms must be understood in the sense set out as follows: a) for “Supplier”: RAM ACCIAI S.r.l. (hereinafter also RAM only); b) for “Buyer” or “Customer”: Buyer (company, body or legal entity) of the product and/or service provided; c) for “Parties”: the Supplier and the Buyer considered jointly, d) for “Product”: the goods and/or the supply and/or the service specified in the Order; e) for “Order”: the model with which the Buyer (Customer) declares to the Supplier that he wishes to purchase the goods and/or the supply, and/or services; f) for “Sales Contract”: any agreement or subsequent document or modification between the Supplier and the Buyer concerning the sale or the object of the offer, signed for acceptance by the Parties; g) for “General Sales Conditions”: the present General Conditions; h) for “Special Conditions”: any additional conditions indicated in the Sales Contract or agreed in writing, even after the date of the Contract conclusion.

Art. 2. Application of the General Conditions 2.1. These GSC govern the contractual relationship between the Parties. They represent a constitutive and integral part of the commercial negotiation and of the Order Confirmation (hereinafter even only “OC”), and, as such, they are deemed to be known and fully accepted by the Customer. **2.2.** In case of conflict between the conditions and terms referred to in the present Conditions and the conditions and terms agreed in the individual sale, the latter will prevail. RAM will not be bound by the Customer’s general conditions, unless express prior written consent in this sense.

Art. 3. Subjects 3.1. RAM and the Customer are Parties to this Agreement.

Art. 4. Contract Conclusion, Orders and Order Confirmations 4.1. The Contract is concluded only after the sending the Order Confirmation signed by RAM. Therefore, unless expressly accepted in writing by RAM, the cancellation of the Order by the Buyer will not be considered valid after sending the OC. **4.2.** The Orders must be sent complete and defined in each part: they have value as contractual proposal. Their acceptance is constituted by the OC of RAM, which sets the particular conditions of the supply. Only the OC determines the completion of the sales contract. **4.3.** Without prejudice to the provisions of art. 10.1 of the present GSC, RAM guarantees the conformity of the product to the Order in the only cases when the Order specifies the “finished dimensions” of machining. In the case of Orders with “raw dimensions” (that is to say, where stock allowances are already fixed by the Customer) and also in case of Orders with express indication, by the Customer, of the stock allowances to be applied to the “finished dimensions” of machining, the evaluation of the stock allowances suitable for its subsequent processing and necessary to obtain the final piece, remains the Customer’s responsibility and, therefore, at its sole risk. **4.4.** The conditions expressed in the OC will prevail over those in the Offer and/or in the Customer’s Order and are to be considered

final if not rejected in writing within 1 (one) working day from the date of receipt of the confirmation. Any different condition, if agreed on with any RAM appointee, is invalid, and/or, in any case, ineffective if not indicated in the OC or, anyway, in a written document by RAM. Not accepted, and, in any case, any references on the subject are ineffective, are Orders that involve industrial property rights of third parties (patents, trademarks etc.). RAM reserves the right to reject or accept even only partially Orders in substitution, variation and/or addition, which will be considered in all respects as new Orders. **4.5.** Any preliminary documents, projects and/or supply details, even if on RAM forms, but not specifically signed by RAM itself, have no binding value to RAM.

Art. 5. Supplies subject to restrictions 5.1. The Customer is aware of, and will fully comply with, all the control and regulation laws on exportations, re-export, sanctions and embargoes, enacted on a case-by-case basis including, without any limitation, all restrictions on transactions nationally and internationally, anti-circumvention prohibitions, directly or indirectly applicable to its activities (including the distribution of RAM products) referring to the supply to specific Countries, end users or for specific uses.

Art. 6. Deliveries 6.1. The terms of preparation, shipment and/or delivery resulting from the OC are purely indicative and are reported without guarantee. In consideration of the merely indicative nature of the aforementioned terms, RAM is not liable for damages directly or indirectly caused by the delayed execution or by the delayed or not fulfilled delivery of the goods: any delays by RAM cannot, therefore, in any case give rise to compensation for damage or termination of the supply relationship. **6.2.** After 10 (ten) days from the date of communication, even verbal, of the preparation of the goods for shipment or delivery, if the Customer has not yet arranged the collection or has not fulfilled the corresponding payment, if agreed upon notice of goods ready, he will be deemed in default of the obligation to collect the goods and to pay the agreed amount. **6.3.** As a consequence of the non-collection, RAM will be able to issue an invoice in accordance to the contractual payment deadlines, with an additional compensation charge equal to 2% (two percent) of the goods value for each month of delayed collection. In this case, the storage is understood to be at Customer’s risk, with charge of linked and/or connected expenses for deposit, custody, insurance, labour for handling. Likewise, RAM, at its own unquestionable discretion, may:

a) consider the order lapsed in all respects, subject to claiming damages resulting from its non-fulfilment to the Customer; b) ship the uncollected goods, by means of transport chosen by RAM and with delivery condition: Carriage Paid with charge on the invoice.

Art. 7. Payments 7.1. Payments must be made under the established conditions, as the payment terms must be considered pre-emptory and essential. Without prejudice to any further right and/or faculty, the non-fulfilment of payments, even only partial, determines the charging of default interest on the amounts due, pursuant to Legislative Decree no. 2002 and EEC Directive 2000/35/EC. In such cases, upon written notice, RAM may withdraw from carrying out the contract without any additional burden on its account. **7.2.** The prices are understood to be net of: 1) any tax, duty and/or tribute; 2) shipping and transport costs. **7.3.** In case of Orders below Euro 100,00 (Euro hundred/zero zero) the payment of the goods – unless otherwise determined by RAM – shall be made upon notice of goods ready, i.e. upon receipt of the relative invoice. **7.4.** No exceptions, of any kind, for alleged defects, defects and/or irregularities of the goods, can be invoked to exclude or delay the payment of invoices, which shall be made at RAMs domicile in the terms and in the manner established by the OC. In case of payment by installments, the non-payment of even only one installment, within the terms of the OC, will give RAM the right to declare the Buyer forfeited the benefit of the payment term, with consequent collectability of the entire credit. **7.5.** Whenever, at RAM’s discretion and unquestionable judgment, the Customer’s financial conditions have become such as to prejudice his own credit reasons in relation to the agreed supply of goods, RAM will have the right to suspend the fulfilment of the supply until the Buyer is able to provide a suitable guarantee as to its solvency. RAM may, as well, withdraw from the Contract, without any charge, in case it becomes aware of the existence of protests of titles, or of the initiation of monetary and ordinary judicial procedures, insolvency, even extrajudicial, against the Customer.

Art. 8. Right of Withdrawal 8.1. Any delay and/or irregularity, by the Customer, in payments, also concerning other Orders, as well as any other irregularity in the execution of the Contract, will confer RAM the faculty to withdraw *ipso jure*, with immediate effect, from the Contract, simply by written communication, without obligation of constitution in arrears and without prejudice to any further right or faculty.

Art. 9. Terms of Delivery 9.1. The goods will be supplied under the conditions of delivery agreed upon and governed by the INCOTERMS in force. In case of terms of delivery “ex our warehouse” (EXW), RAM will not be responsible for eventual shortages or damages that occurred after the delivery of the goods to the carrier itself. It is the recipient who is responsible for taking action against the carrier for losses or damages, even if due to bad stowage. The same liability regime also applies to the cases in which RAM, on Customer’s request, entrusts the transport to a carrier designated at its discretion, charging the Customer with the expenses.

Art. 10. Tolerances 10.1. The dimensional tolerances are those established by the UNI and UNI-EN standards. For the purposes of the Order’s execution, a weight tolerance of $\pm 10\%$ (ten percent) on the ordered quantity is admitted, unless otherwise indicated in the OC. The total weight (mass) of each delivery is only one recognized. The weight (mass) is the one certified by RAM with its own means. A weight difference does not entitle to claims of shortage if contained within the limit of 3 (three) per thousand. **10.2.** The dimensional control of the goods remains the responsibility of the Customer, and must be carried out by the Customer strictly no later than 5 (five) days after from receipt of the goods. Any disputes, regarding dimensions, formulated after the aforementioned deadline will be considered late and will not give rise to any request of compensatory nature. **10.3.**

It is understood that from the moment when the delivered goods undergo any kind of machining (affecting dimensions and/or other aspects), any type of complaint can be addressed to RAM.

Art. 11. Unforeseeable circumstances and Force majeure 11.1. In case of an event or a circumstance attributable to unforeseeable circumstances and/or force majeure (including, for example, such as natural events, wars, strikes, lockouts, fires, explosions, shortages of raw materials and/or energy, breakdown of production plants, obstacles in transport, an act of any authority or public entity or other circumstances of force majeure, even not expressly mentioned therein) such as to prevent the fulfilment of its contractual obligations, previously communicated in writing to the Customer, and/or to make it excessively burdensome, RAM will be deemed freed from the present contract and from any liability item connected to it. RAM is, therefore, exempt from liability in case of definitive impossibility to deliver the goods, and, in any case, to execute the Contract and/or for delay in the fulfilment or for non-fulfilment of any obligation assumed with the present Contract, caused or deriving directly or indirectly from event such as those mentioned above by way of example.

Art. 12. Testing 12.1. Any testing of the material must be requested by the Customer during the offer phase and the methods of execution must be defined prior to the issue of the Purchase Order. **12.2.** The tests will be carried out in RAM's factory or warehouse before shipment and is understood as discharging for all intents. The costs of testing, for materials and labor, and the bills of the testing bodies, shall be agreed upon in the Order's phase. The testing can be carried out, under the supervision of RAM's appointees, by state bodies or recognized entities, or by the Customer's representatives, in a cross-examination. The material, after positive result of the test, can no longer be rejected or disputed. In case the Customer asks to postpone, for some time, the testing or the shipment of the material, and should the request be accepted by RAM, he will be charged with all the additional costs arising from such suspension.

Art. 13. Packaging 13.1. RAM provides, at its own discretion, for the packaging of the products according to the use and to its experience: the costs of it will be charged to the Customer directly on the invoice. **13.2.** The use of special packaging must be requested when placing the Order and will be carried out under the sole Customer's responsibility, with any arising costs at his charge.

Art. 14. Warranty and Liability 14.1. RAM warrants the products sold as free from hidden defects and manufacturing defects. No warranty is made outside the present GSC and any liability for indirect damages or damages due to non-production is expressly excluded. The warranty is provided on condition that the Customer is in good standing with the payments and that the products are stored in a suitable place and used accordingly with their end-use. **14.2.** In case of toll cuttings carried out on Customer's owned materials, RAM is not responsible in any way for the material provided, the specific characteristics of which have not been disclosed, in writing, to RAM, and this applies also in case the machining, though started, cannot be completed because of intrinsic characteristics of the material supplied by the Customer. **14.3.** The report of any faults, defects or lack of quality, must be sent to RAM by certified mail, under penalty of forfeiture, or registered letter in advance by fax, within the peremptory term of 8 (eight) days from its discovery, and in any case not later than 90 (ninety) days from receipt of the products: the report must be accompanied by all documents and relevant data to prove the alleged defects. **14.4.** The Buyer loses the right to complain and to replace the disputed products when he does not suspend the machining or the application. **14.5.** The warranty is, in any case, limited to the repair or free replacement "ex warehouse" RAM of products or parts of products that may be unusable due to ascertained defects of materials or machining. RAM is not liable, in any case, for damages due to negligent use or misuse of the products and/or due to the failure to comply with their technical characteristics or to modifications on the products not authorized by RAM. **14.6.** Complaints and/or reports do not entitle the Buyer to suspend, even if only partially, the payment of the products' invoice, nor to suspend the collection and/or the payment of further supplies.

14.7. RAM guarantees the delivery, to the Customer, of the products sold as complete in all their parts, as resulting from the verification of the products upon receipt of the goods by the Customer and the signing of the delivery note. And this applies whether the goods are delivered directly to the Customer or whether the delivery is entrusted to a courier. **14.8.** The report of any failure to find, in the goods, one or more details of them, must be sent to RAM, under penalty of forfeiture, by certified mail or registered letter in advance by fax, within the peremptory term of 5 (five) days from their delivery. **14.9.** If the delivery of the goods is entrusted to a courier, the courier is required to rigorously check the products included in the delivery note. Once the delivery note has been signed, the courier will be held solely responsible for the completeness of the delivery to the Customer of the goods collected from RAM. In this case, RAM is to be intended as expressly indemnified from any dispute regarding non-delivery of part of it.

Art. 15. Retention of Title 15.1. If the delivery is made before the payment of the entire amount due, the sale is understood to have been made pursuant to and by effect of Articles 1523 f.f. c.c.: RAM, therefore, retains the ownership of the products until full payment of the price agreed. Until the full payment of the price has been made, the Buyer undertakes: a) to identify the products as property of RAM; b) if the products were subjected to conservation or enforcement deeds by third parties, to disclose, to the proceeding Authority, that the products are owned by RAM, thus giving immediate notice to the same within 24 (twenty-four) hours by registered letter with return receipt.

Art. 16. Intellectual and industrial Property 16.1. The use of the product and/or of the service covered by the Contract must be made with the express reservation of any intellectual and/or industrial property right already acquired, on the date of its subscription, or after it, by each of the subjects resulting, on that date, owner of it.

Art. 17. Code of Conduct 17.1. The Offers and OCs of RAM are bound by strict appliance to its own Conduct Code, available on the website www.ramacciai.it.

Art. 18. Confidentiality 18.1. Each party undertakes to keep confidential all confidential information, regarding the other party, which was disclosed during the negotiation and/or the executive phase of the present Contract. **18.2.** The present commitment will be considered valid and binding under the validity of the Contract and for a further 5-year period from its expiry.

Art. 19. Privacy 19.1. The data collected for the conduct of negotiations and the drafting of the present Contract will be used only for the purposes connected to it and in accordance with the contents of current legislation on the processing of personal data and with the information, pursuant to art. 13, Regulation (EU) 2016/679 of 27.04.2016, enclosed to this Contract and available on RAM web site.

Art. 20. Jurisdiction and applicable Law 20.1. For any dispute relating to the execution and/or interpretation of the present GSC and of the contractual relationship underlying them, the competent Court will be, at RAM's discretion, the one of its registered office or the one of the Customer's registered office, with the exclusion of any other competing Court. **20.2.** The present Contract is subject to Italian law.

Art. 21. Language of the Contract 21.1 The present Contract is drawn up in Italian language: therefore, it will be interpreted according to the common current meaning, in the Italian language, of the terms it is composed of. **21.2.** If these GSC have also been disclosed to the Customer in a different language, in addition to the language chosen for the drafting of the Contract (Contract Language), this would be in the exclusive Customer's advantage. In the event of any different interpretations, the binding version is the one drawn up in the Contract language.

Art. 22. Events of the Contract 22.1 The present Contract supersedes all understandings and/or agreements previously reached between the parties. **22.2.** The parties declare that every single clause of the present Contract has been read, agreed and expressly accepted.

Art. 23. Registration 23.1. The present Contract will be registered in case of use and the related costs will be borne only by defaulting party