

GENERAL CONDITIONS OF SALE

Art. 1. Definition and acceptance of the general conditions of sale

1.1- These General Conditions of Sale (GCS) regulate the commercial relations between REG srl from now on also "Company" and/or "grantor" and/or "manufacturer" and their professional customers ("Clients" and/or "buyers" and/or "purchasers"), as natural or legal persons acting in the exercise of entrepreneurial or professional activity, or their intermediaries. The GCS are therefore an integral part of each contract of sale of goods and services provided by the Seller to the Customer, unless otherwise provided in writing.

1.2 - "products" are understood to mean electrical items and accessories for the industries covered by the "seller's" business and produced by the "grantor" or "manufacturer."

1.3 - "end-users" or "end-consumers" are defined as those who will purchase from the "customer"

1.4 - The "seller" provides the "products" exclusively on the basis of its own general conditions. Different general terms and conditions of supply of a "buyer" will not be recognized, even if the "seller" does not expressly exclude their applicability and even if the "buyer" in his order has stipulated that it is placed on the basis of its own general conditions.

1.5 - The Company reserves the right to make any changes and additions to the GCS, which shall be deemed validly notified, taking effect immediately, from the day of publication on the Company's website (<https://www.reg-ta.com/>), where they are available and knowable by the Customer using ordinary diligence. However, the Customer is obliged to take note of these GCS from the moment it intends to enter into business negotiations with the "seller".

1.6 - The GCS shall take full effect between the parties and shall be deemed unconditionally and fully accepted by the Client upon receipt of the order by the Company, without such acceptance being conditioned on a handwritten signature by the Client.

Art. 2. Purchase orders mode

2.1. - Orders must be received by the Company exclusively in written form, by fax, ordinary or certified electronic mail or through the signing of specific written agreements.

2.2.- The nature and date of the order shall be determined based on ordinary or certified email messages and fax messages

2.3 - The purchase order is understood to be finalized and is irrevocable for the purchasing party when the same purchasing party receives formal confirmation, by any means of communication, from the seller.; the Company remains free to accept the purchase proposal within the term of 30 days, after which acceptance is understood to be refused.

2.4 - Purchase orders are irrevocable. Once confirmed, the purchase order cannot be cancelled without the prior written consent of the seller. In this eventuality, the selling party shall be entitled to claim reasonable compensation for expenses and charges incurred by reason of the commenced execution of the order.

2.5 - In any case, the seller reserves the right to modify the purchase order within 15 days of its receipt, in the event that changes to the order itself are necessary, or to reject the purchase order within the same period, if for any reason it is not possible to satisfy it according to its own free determination.

2.6 - Any drawings, illustrations, catalogs or other documents relating to the seller's products, however transmitted by the seller to the buyer, are purely indicative and are not binding on the seller as to the quality, quantity or other characteristics of the products supplied to the buyer.

2.7.- Any right of the buyer to damages or compensation, as well as any contractual or extra-contractual liability of the Company for direct or indirect damages possibly caused by the non-acceptance, even partial, of an order is excluded.

Art. 3. Prices

3.1.- The prices indicated in the catalogs / price lists do not include VAT and other ancillary costs, remaining the responsibility of the Client, transport costs, insurance, taxes and any other ancillary costs, of any kind or nature, not expressly indicated; the Company reserves the right to vary the prices shown in the price lists without prior notice to the clientele by publishing the new lists on the METEL portal (www.metel.it).

3.2 - The prices indicated in the sales catalogues/lists are purely indicative and may be subject to change during the validity of the catalogues/lists due to increases in production costs.

3.3 - Once confirmed in the manner set forth in Article 2, the sales prices set forth in the order will become binding, subject, in any case, to the occurrence of unforeseeable increases in production costs beyond the Company's control. In this eventuality, the Company will notify the purchasing party of the price increases, indicating the causes thereof.

Art. 4. - Terms of payment

4.1.- Unless otherwise specified in writing, payment shall be made directly to the Company's domicile in the form and terms agreed upon.

4.2.- Payment terms are those agreed upon from time to time; in the absence of any specific payment instructions for the purchased goods, payment shall be made upon presentation of the relevant invoice, which may be delivered by email to the order recipient, in accordance with Article 14 of D.P.R. 445/2000 and subsequent amendments. The information provided by the Customer at the time of the order shall be considered valid for the issuance of the invoice

4.3.- It is understood that the costs for Letter of Credit, Bank Guarantee and exchange costs are borne by the customer, unless otherwise agreed."

4.4.- In the event of delay in payment on the agreed due dates and without prejudice to any right of the Company, including termination of the contract and compensation for damages, the debtor shall be automatically constituted in default and at its expense shall accrue the interest referred to in Italian Legislative Decree 231 of 2002

4.5.- Any default by the purchaser in the payment of the price on the agreed terms and/or conditions, even if referring to a single due date, or failure to comply with the General Conditions of Sale, shall entitle the Company to suspend all contractual performance, with forfeiture of the term for the fulfillment of future obligations, including the suspension of the guarantee and the interruption of deliveries.

4.6.- The Company has the right to assign its credit to third parties for compulsory recovery, by way of discount, or for other purposes not specified herein; for anything not provided for

in connection with the assignment of credit, the provisions of Articles 1260 et seq. of the Italian Civil Code shall apply.

Art. 5. Forfeiture of the term - Termination of the supply contract

5.1.- The Company may immediately demand the service due even though the term for making payment is established in favor of the debtor, if the latter has become insolvent or has diminished or has not given, for its own fault, the guarantees it had promised; the forfeiture of the benefit of the term is determined immediately without the need for prior warning even in the case of failure to pay a single installment on the agreed due dates, entitling the Company to demand immediate payment, of the entire residual credit.

5.2.- In the event that protests of checks and bills of exchange are raised against the Customer, or in the case of bankruptcy or composition with creditors proceedings being initiated, the Company reserves the right to unilaterally terminate the contract by notifying the Customer

Art 6 -Delivery and return of goods

6.1 - Unless otherwise agreed upon in writing, the purchase of goods or services shall always be understood to be ex warehouse and therefore the Company shall be deemed to be released from its obligation to sell with delivery to the carrier, to be chosen by the Customer or, failing that, by the Company.

6.2. - The terms of delivery or supply of goods or services are ordinal, constituting approximate times for the execution of the relative supply; the Company assumes no responsibility for inefficiencies attributable to force majeure such as accidents, explosions, strikes and lockouts, earthquakes, floods and other similar events, which prevent in whole or in part the execution of the contract in the agreed time; in no case, therefore, can direct and/or indirect damages for delayed delivery be charged to the Company, which reserves the right to defer or postpone, in such cases, the terms of delivery of the goods or services provided.

6.3.- Delay in delivery does not entitle the Customer to cancel all or part of the contract; should deliveries be delayed due to the fact and fault of the Customer. The Company has the right to consider the order null and void by exceeding the deadline of 10 days from the availability of the goods.

6.4.- Goods travel for the account and at the risk of the purchaser even if the carrier has been chosen, in its stead, by the Company or the delivery is free at destination in derogation of the preceding general provisions.

6.5 - The cost of packing the products shall be borne by the purchasing party and will be invoiced at cost price.

6.6.- The Company shall not be liable for the case of deterioration, misappropriation or spoilage of the goods caused by or attributable to transportation, even if carried out in the case of returned goods.

6.7.- If control of the supply is performed under the responsibility of the Customer who has the obligation to report any discrepancies with the order or the integrity of the goods within 8 days of delivery, after which, it will be considered accepted without reservation. Any claims for quantitative differences or damaged packages must be reported within 8 days of receipt of the goods.

6.8 - Returns of products are not allowed unless previously agreed and defined with the Company. In cases of authorized returns, products must be returned carriage paid and free packaging. In any case, return requests will not be considered for items not in the price list in effect at the time of the request and products manufactured at the specific request of the customer.

6.9 - The amount of the credit note, if any, to be issued by the selling company shall be deducted from the expenses to be incurred by the Company in reconditioning the returned product and shall in any case be offset against the immediately following sales invoices or through a specific payment agreed upon in advance.

Art. 7. Products - Conformity - Liability

7.1.- The products supplied comply with the technical and functional specifications indicated by the manufacturer in the relevant explanatory documentation attached to the product and/or shown in the relevant data sheet on the Site and in the offer.

7.2.- The Customer with the order assumes responsibility for compliance with the legal and safety regulations relating to the use of the products purchased; any liability of the Company for any direct or indirect damage caused to persons or things by the use of the products supplied is excluded, even in the case of failure or insufficient operation.

Art. 8. Warranty - Limits - Claims - Liability.

8.1.- The warranty for lack of conformity is valid 18 (eighteen) months from the date of delivery and 12 (twelve) months from the commissioning, provided that the product is used correctly, in compliance with its intended use and as provided for in the attached technical documentation; a longer duration of the warranty may be expressly provided for by the manufacturer; the Customer may not make any greater warranty claims in the name and on behalf of the Company.

8.2.- Any claims for defects arising from the packaging operations of the goods shipped must be received in writing, by e-mail or registered letter, within 8 days of receipt of the disputed consignment under penalty of forfeiture; in the absence of a complaint within said term, the supply shall be deemed accepted as free of defects or faults.

8.3.- By accepting these General Terms and Conditions of Sale, the Customer, who is acting for purposes falling within the entrepreneurial and/or professional activity carried out, expressly renounces recourse, pursuant to Article 131 of Italian Legislative Decree 206/2005 - Consumer Code - against the Company in the event of disputes raised by the end user, other sellers forming part of the same contractual chain or other intermediaries.

Art. 9. Privacy Policy

9.1 With the purchase order, the Customer expresses consent to the processing of personal data, pursuant to Art. 13 GDPR - Regulation (EU) 2016/679, after viewing the specific information available in extended version on the Site. The processing, storage, transmission of personal data is carried out with the observance of every precautionary measure, which guarantees its security and confidentiality, in accordance with the provisions of the GDPR, for the sole purpose of being able to effectively fulfill the obligations provided for by the legal, civil and tax regulations related to the economic activity of the company therein including the management of collections and payments arising from the execution of contracts.

Art. 10. Disputes

10.1 Competent Court For any disputes that may arise regarding the execution of the contract of sale governed by these General Conditions of Sale, the interpretation of the same and any dispute inherent to the contractual relationship will be the competent Court of Monza (Italy).