ALPHIAL S.r.l.

GENERAL TERMS AND CONDITIONS OF SALE

1. Premises and Definitions

1.1 These General Terms and Conditions of Sale (hereinafter "GTC") govern the sale of products, as described in the relevant order form, made by Alphial S.r.l. (VAT No. 01733760340), with registered office in Treviglio (BG), Via Brignano 81 (hereinafter "Seller"), to the purchaser (hereinafter "Buyer").
1.2 These GTC apply to all sales and supplies, unless otherwise specifically agreed in writing between the Parties in the order form or contract.

2. Conclusion of the Contract

2.1 The contract, even if collected through representatives or agents, shall in any case be deemed concluded, valid, and binding from the moment the Buyer receives the Seller's order confirmation.
2.2 Any changes or additions to the order shall be effective only if accepted in writing by the Seller.
2.3 The Seller reserves the right to refuse orders in case of unavailability of Products or for justified reasons.

3. Product Characteristics

3.1 Due to the type of products and for industrial reasons, the Buyer unconditionally accepts, waving any exception or request for price reduction, a delivery delta of up to 5% more or less than the quantity of product ordered.
3.2 Any products that, upon delivery, prove to be damaged or defective shall not be contestable, as they are considered within normal tolerance, if contained within 3% of the quantity of products ordered.

4. Prices and Payment Terms

4.1 The sales prices applied to the products are those contained in the price list in force at the date of the Seller's order confirmation or those otherwise expressly indicated in the order form or contract.
4.2 The prices indicated are net of VAT, taxes, customs duties, transport, and packaging costs, unless otherwise agreed in writing in the order form or contract.
4.3 Payments shall always be made at the Seller's registered office, according to the terms and conditions indicated in the order form or contract. No changes in this respect are accepted or permitted by the Seller.
4.4 In the event of late payment, default interest pursuant to Legislative Decree 231/2002 shall apply from the due date, without prejudice to the Seller's right to claim further damages suffered.
4.5 In the event of non-payment within the indicated terms, the Seller reserves the right to suspend any supply for the part not yet performed or to cancel contracts already signed and not yet executed, without prejudice to any other action. In any case, the Seller may terminate the contract pursuant to art. 1456 of the Italian Civil Code in case of serious breach of contractual obligations by the Buyer.

5. Delivery of Goods

5.1 The method of delivery shall be exclusively that indicated in the order form or contract.

5.2 The risk of loss or damage to the Products passes to the Buyer at the time of delivery to the first carrier.

5.3 Delivery terms are in any case indicative, and the Seller shall not be liable for delays in delivery due to force majeure (including, by way of example: fires, strikes, epidemics, wars, government measures) or attributable to the carrier or the Buyer.

5.4 Collection of goods carried out directly by the customer or by its agent must necessarily take place within fifteen days from the related notice of availability of the Products by the Seller.

6. Warranties and Liability

6.1 The Seller guarantees that the Products comply with the technical specifications indicated in the supply agreement and are free from defects.

6.2 The warranty does not apply in case of improper use of the Products, alteration, poor maintenance, or unauthorized interventions.

6.3 The Buyer must report any defects of the Products in writing within the legal deadlines.

6.4 The Seller's liability is limited to the replacement of the defective Product, if exceeding the limits referred to in art. 3.1 and 3.2, under the delivery conditions set out in art. 5.

6.5 Any other liability is excluded, except in cases of willful misconduct or gross negligence.

6.6 In the event of damage to people or property arising from the use of products sold by Alphial S.r.l., the customer shall indemnify the Seller from any third-party claims, even if aware of the use or purpose of the products.

6.7 In the case of goods manufactured according to the customer's instructions or specifications, the customer is fully responsible for any third-party claims or disputes regarding patent, model, trademark, descriptions, etc., with the express exclusion of any liability of the Seller, who shall be indemnified against any such third-party actions.

7. Solve et Repete Clause

7.1 The Buyer undertakes to make payment for the purchased Products and related costs without suspension or delay before being entitled to exercise any type of action, claim, or objection of any kind, including in case of failure or delay in delivery, problems arising from malfunction, loss, damage, deterioration, destruction, or theft, whether total or partial, or temporary or permanent unfitness or useability of the same due to product performance.

8. Price Revision

8.1 In contracts for continuous, deferred, or periodic performance, the price of products is subject to revision due to increases in raw material, energy, and labor costs, provided that such costs, globally considered, exceed by at least 5% those in force at the time of acceptance of the order. Once said percentage is exceeded, the revision will apply to the entire increase and not only to the exceeding portion.

9. Product Recall

9.1 In the event of a recall of the product supplied to the Customer due to non-conformity, safety issues, or other causes attributable to the Seller, the Seller's liability shall be limited exclusively to the reimbursement of the purchase price of the recalled Product. Indirect, consequential, or immaterial damages are expressly excluded, such as – by way of example and not limitation – loss of profit, damage to image, plant downtime costs, or penalties applied by third parties to the customer.

9.2 Any reimbursement request must in any case be notified to the Seller within the legal terms and accompanied by appropriate documentation proving the actual recall of the product, its causes, and the actual costs incurred by the Customer. Otherwise, no reimbursement shall be made.

10. Personal Data Processing – Privacy

10.1 Personal data shall be processed in compliance with EU Regulation 2016/679 (GDPR) and applicable national legislation, exclusively for purposes related to the performance of the contract.

10.2 The data subject may exercise the rights provided under Articles 15 et seq. GDPR.

11. Governing Law and Jurisdiction

11.1 This contract is governed by Italian law. For matters not expressly provided herein, the Parties expressly refer to the applicable legal provisions, in particular those of the Italian Civil Code.

11.2 For any dispute, the Court of Bergamo shall have exclusive jurisdiction, unless otherwise mandatory provision applies.

12. Miscellaneous

12.1 The invalidity of all or part of individual provisions of these GTC shall not affect the validity of the remaining provisions.

12.2 These GTC may be amended or supplemented exclusively by the Seller in writing.

12.3 The contract may not be assigned by the Buyer without the Seller's written consent.

12.4 Any communication to the Seller must be made exclusively in writing, by certified e-mail (PEC) to the address: alphial@pec.it.

12.5 These GTC are drafted in Italian; in case of discrepancies, the original text shall prevail over any translation.