

GENERAL CONDITION OF SALE 2024

FIORESE LUBRISERVICE SRL

EDITED ON THE WEBSITE

[HTTPS://WWW.FIORESEGROUP.IT/DOWNLOAD/](https://www.fioresgroup.it/download/)

Art. 1 OBJECT

- 1.1. The present general conditions of sale shall apply to all sales and/or services made by FIORESE LUBRISERVICE S.R.L., with registered office in Italy, Rossano Veneto (VI), Via Castion n. 70 (hereinafter the "SELLER" or "LUBRISERVICE") with any buyer of its products (hereinafter "BUYER"), whether they are considered "professionals" or consumers (hereinafter "Consumers").
- 1.2. The terms and conditions indicated in the present general conditions of sale (hereinafter "General Conditions") supplement any offer (hereinafter the "Offer") and/or order confirmation made by the SELLER (hereinafter the "Order Confirmation") responding to any order placed by the BUYER (hereinafter "Order").
- 1.3. In particular, the technical specifications (hereinafter the "Technical Specifications") of the products (hereinafter the "Products") and/or the LUBRISERVICE services (hereinafter the "Services") are indicated in each Offer and Order Confirmation.
- 1.4. The Order Confirmation shall be accepted by the BUYER in writing at the time of its sending by email or, at the latest, at the time of taking over the Products by the BUYER and/or the principle of execution of the Services.
- 1.5. Any changes to the Technical Specifications and/or the terms and conditions indicated in the Order Confirmation and/or the General Conditions shall be agreed in writing by the Parties.
- 1.6. The BUYER shall strictly follow the instructions for their use, during the use, which are indicated on the Products.
- 1.7. The certifications of the Products and of the Services are available on FIORESE website <https://www.fioresgroup.it/download/>.

Art. 2 PRICE, PAYMENT, AND DELIVERY/EXECUTION TIME

- 2.1. The price (hereinafter the “Price”) of the Products and/or the Services shall be the one indicated in each Offer and Order Confirmation. The Price of the Products and of the Services shall be in Euro currency.
- 2.2. The BUYER shall pay to the SELLER the Price following the terms and conditions indicated in the Offer and in the Order Confirmation. The Parties shall negotiate in good faith the changes of the Price, if the performance of the contract has become excessively onerous because of the increase in the price of the raw material or because of an event outside the reasonable control of the SELLER and unforeseeable at the time of performance of the contract. If the Parties does not reach a written agreement within 2 (two) weeks of notification, the SELLER shall be entitled to terminate the contract with immediate effect.
- 2.3 The terms and conditions of payment of each sale shall be that indicated in the Offer and/or in the Order Confirmation.
- 2.4 The Products shall remain the property of the SELLER until the BUYER pays in full the Price.
- 2.5 Unless otherwise indicated in the Offer and/or the Order Confirmation, the SELLER shall deliver the Products following the term DAP Incoterms[®] ICC 2020 at the BUYER premises and the other terms and conditions indicated in the Offer and/or Order Confirmation. Unless otherwise indicated in the Offer and/or Order Confirmation, the SELLER shall provide the Services within the terms indicated in the Offer and/or Order Confirmation.
- 2.6 if the BUYER fails to pay for the Price of the Products and/or the Services within the period indicated in the Offer and/or Order Confirmation the SELLER is entitle to exercise all legal remedies and to claim payment for all damages resulting from such default, as well as to suspend any other obligation of the SELLER, including the delivery of additional Products and/or the performance of additional Services already agreed upon in the Order Confirmation.

- 2.7. The delivery of the Products and/or the execution of the Services may be subject to significant delays, compared to the deadline indicated in the Offer and/or in the Order Confirmation, due to events concerning difficulties in the supply of raw materials and/or components of the Products or in logistics. If the Products are not delivered and/or the Services are not made within the delivery and/or performance time agreed in the Offer/Order Confirmation, the BUYER has the right to claim damages after a period of 60 (sixty) days after the end of the agreed delivery and/or performance period. The above damages are due to the extent of 0.1% (zero-point one percent) of the Price, calculated for each week of delay, but may not exceed the maximum percentage of 3% (three percent) of the Price. The above damages are the only claim given to the BUYER in case of delay in the delivery of the Products and/or performance of the Services attributable to the SELLER. No further compensation shall be granted to the BUYER.
- 2.8 In case of late delivery for reasons not attributable to the SELLER, the SELLER has the right to keep in stock the Products delivered at the expense of the BUYER and to invoice the additional costs resulting from the delay (for example, in connection with rescheduling, overtime, etc.), without prejudice to any further request for damages.
- 2.9 Packaging and its costs shall be indicated in the Order Confirmation. The packaging is intended one-way, without prejudice to the express request for the return.
- 2.10 It is prohibited to the Purchaser, in accordance with the Regulation (EU) n. 833/2014 as modified by the Regulation (EU) n. 2878/2023, to re-export the Products – for wherever reason – to the Russian Federation. In case of breach of this prohibition, the PURCHASER shall defend, indemnify and hold harmless the SELLER against any liability, loss, damage (including reputation damage) or costs (including legal costs) incurred or suffered by the SELLER as a result of any breach, negligent act or omission or willful by the PURCHASER or its representatives, agents or distributors.

Art. 3 SELLER'S WARRANTY

- 3.1. The SELLER guarantees that the Products are free from defects in material and workmanship and that they comply with the Technical Specifications indicated in the Offer and/or Order Confirmation, provided that the BUYER follows the instructions for use of the Products of the SELLER, indicated on the Technical and Safety documentation.
- 3.2. The guarantee shall not apply, without limitation, in the following circumstances: transport failures; damage resulting from environmental, climatic and other alterations; damage resulting from neglect, negligence, tampering or inability to use by the BUYER or its agents/employees; incorrect storage, storage and maintenance of the Products; improper use; tampering or direct attempts to repair or modify the Products; late intervention to limit the consequences of any malfunctions in the operating of the Products; normal deterioration of the Products resulting from their use; timing and storage methods not proper or not in accordance with the instructions on their use.
- 3.3. The Technical Specifications of the Products indicated in the Offer and/or in the Order Confirmation shall be strictly checked by the BUYER at the time of takeover. In the event that the BUYER, during the use of the Products, does not follow the instructions of the SELLER indicated in the Offer and/or Order Confirmation, any warranty shall not apply.
- 3.4. Non-compliance means the difference between the Products and the Technical Specifications indicated in the Offer and/or Order Confirmation, as well as the not-compliant performance of the Service following the terms and conditions indicated in the Order Confirmation. In any case, the non-compliance of the Product and/or the execution of the Service does not entitle the BUYER to suspend any payment of the Price.
- 3.5. The SELLER's Warranty on Products extends for a period of 12 months from the delivery of the Products except for consumers for whom the warranty extends for 24 (twenty-four) months from the delivery of the Products. The BUYER is obliged to notify the SELLER in writing of any defects found within 8 (eight) days of delivery or within 2 (two) months in the case of Consumers. The BUYER is obliged to notify the SELLER in writing of any non-compliant performance of the Services within 24 (twenty-four) hours of their execution. Any claim of non-compliance by the BUYER shall indicate in writing the defect of the Products, providing a

specific image and description of the defect and/ or shall describe the not-compliant performance of the Services.

- 3.6 With respect to this warranty, the SELLER only undertakes the obligation to repair or replace the defective Product and/or perform the Service in accordance. No other direct and/or indirect damage may be claimed by the BUYER. The costs of the return of the Products will be borne by the BUYER unless otherwise agreed in writing.

Art. 4. CONFIDENTIALITY, SELLER'S TRADEMARKS AND INDUSTRIAL PROPERTY RIGHTS.

- 4.1 The SELLER and the BUYER agree that all the trade names and trademarks, industrial models and industrial property rights of the SELLER shall be used by the BUYER only for purposes consistent with the use of the Products, unless the SELLER has given prior written authorization.
- 4.2. The BUYER accepts that all know-how, design, drawings and confidential information relating to the SELLER's Products remain the property of the SELLER and shall not be transmitted by the BUYER to any third parties without the prior written consent of the SELLER.

Art. 5. FORCE MAJEURE

- 5.1 The SELLER is not liable for any unfulfillments caused by events outside its reasonable control - "Force majeure" - including, without limitation, the late delivery or non-delivery of raw materials and/or components by its suppliers and sub-suppliers, the increase in prices of such raw materials and/or components exceeding 5%, partial or total failure of the machinery and equipment used for the manufacture of the Products and/or for the performance of the Services, unavailability or limitations of electricity, utilities, suspension or difficulty of transport, strikes, lockouts, pandemics, epidemics, trade union disputes of any kind, fires, accidents, earthquakes and other natural events, riots, wars (if declared or not declared), riots, delays of carriers, government acts, embargoes.

5.2 Where one of the facts referred to in the preceding Article occurs, the Party affected by that Force majeure event shall notify the other party in writing of the impossibility of temporarily fulfilling its obligations. Therefore, the Parties will negotiate a new delivery term and/or a new price for the Products and/or Services taking into account the increase in the price of raw materials, energy and/or components and/or difficulties arising from logistics. In the meantime, the Parties are allowed to suspend the fulfilment of their obligations for a period of 2 (two) months. Once this period of time has expired, the SELLER shall be entitled to terminate the contract.

Art. 6. APPLICABLE LAW AND DISPUTE RESOLUTION.

6.1 The present General Condition of Sale are governed by Italian Law, with the exclusion of the Wien convention on sales of goods (1980, Wien).

6.2 In the event of a dispute arising out of these General Conditions and/or Offer and/or Order Confirmation, the Parties undertake in advance to conduct an attempt at mediation in accordance with the Aequitas ADR Foundation Regulations, entity registered at no. 5 of the Registry of the Italian Ministry of Justice.

6.3 In case of failure to reach an agreement between the SELLER and the BUYER, the dispute shall be settled exclusively by the Court of Vicenza in case the BUYER has its registered office in Italy or within the territory of the European Union. The dispute shall, instead, be settled by arbitration according to the Rules of the Arbitration Chamber of Milan by a sole arbitrator appointed in accordance with those Rules in the event that the BUYER has its registered office outside the territory of the European Union. Seat of the Arbitration shall be Milan. Language of the Arbitration shall be English.

Art. 7. PRIVACY

The BUYER gives his consent to the processing of his personal data according to the terms indicated at the following link <https://www.fioresgroup.it/privacy-cookies-policy/>