



Via Ungheria 2 – 44045 Renazzo, Fe - ITALY
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Registro imprese di Ferrara / CF e P. iva: IT 01103610380
Cap. Sociale € 100.000,00 int vers.
Pec: Meccanicacouplingsrl@legalmail.it
www.meccanicacouplings.it • info@meccanicacouplings.it



Certificato n.50 100 4578

GENERAL TERMS OF SALE

1. SUBJECT

- 1.1 The supplies provided by MECCANICA COUPLINGS Srl (hereafter MECCANICA COUPLINGS) and their professional customers (hereafter the purchaser), are regulated by the General Sales Conditions specified below and include both production material as well as marketed products.
- 1.2 The General Terms and Conditions of Sale are published on www.meccanicacouplings.it
- 1.3 If the supply is regulated by a specific contract, these conditions are considered as automatically modified by them.
- 1.4 Modifications to these conditions will be valid only if they are accepted in writing by MECCANICA COUPLINGS and will apply only for the supply to which they refer.
- 1.5 These General Sales Conditions regulate the relationships between MECCANICA COUPLINGS and its physical and legal professional Customers that operate in an entrepreneurial or professional area.

2. CONCLUSION OF THE CONTRACT

- 2.1 The commercial proposals of MECCANICA COUPLINGS are a mere request to make an offer and do not represent, instead, an offer to the public or unilateral promises.
- 2.2 Orders made by Purchaser shall be considered accepted only after confirmation in writing by Meccanicaca couplings . In the event that Meccanica Couplings does not provide written confirmation, the fulfilment of the order or the issue of the invoice by the vendor shall be considered to constitute confirmation of the order.
- 2.3 The orders must be sent to MECCANICA COUPLINGS only in writing by e-mail .
- 2.4 The orders from the Purchaser represent simple proposals for purchase and do not oblige MECCANICA COUPLINGS until they have been expressly accepted by means of a formal order confirmation that, for each order, will be sent to the Purchaser; MECCANICA COUPLINGS may accept or refuse the purchase proposal at its own absolute discretion.
- 2.5 The purchase orders, accepted &/or confirmed in accordance with Point 2.4 are irrevocable, any requests from the Purchaser to change a confirmed order will be taken into consideration only if MECCANICA COUPLINGS receives it in writing at least on time to modify the production plan and before the production process . These requests will be considered accepted only following a new order confirmation.
- 2.6 The Purchaser shall not have the right to compensation for damage or indemnity, or any contractual or non-contractual liability of MECCANICA COUPLINGS for direct or indirect damage that could arise from the failure to accept an order, even partially.



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3. PRICES

- 3.1 Unless otherwise agreed in writing, the prices are VAT excluded. The prices are considered EXW-Loaded – Ex Works (in accordance with the meaning attributed to this term within the scope of Incoterms 2020 ICC), net of all packaging, transport, insurance costs.
- 3.2 The prices for special and non-standard products are defined on a case by case basis, and without any connection to normal production prices, even if they have similar specifications and dimensions.

4. CONDITIONS OF PAYMENT

- 4.1 The payments are valid only if made in favor of MECCANICA COUPLINGS in the currency and using the methods agreed & indicated in the order confirmation on a time to time basis. In case of a delayed payments, default interests will be calculated at the legal rate, increased by six (6%) percentage points on an annual basis, from the due date to full payment, without prejudice to the right to additional damage caused to MECCANICA COUPLINGS resulting from a delay or non-payment.
- 4.2 If the Purchaser does not pay the price at the conditions and/or methods agreed upon, even if it refers to a single due date, or fails to comply with the General Sales Conditions, MECCANICA COUPLINGS shall have the right to suspend all contractual obligations, with acceleration of payment for the fulfillment of future obligations, including the suspension of the warranty and interruption of the deliveries. The Purchaser may not compensate for any receivables due to MECCANICA COUPLINGS with liabilities for supplies.
- 4.3 MECCANICA COUPLINGS reserves the right to transfer its receivables to third parties to recover the debt, by way of discount, or for other purposes; for anything that is not expressly specified related to the transfer of debt, the articles of 1260 and following of the Italian Civil Code will apply.
- 4.4 No power of representation is given to agents, commission agents, or intermediaries in general. Obligations of any type taken by the agents, commission agents, brokers and intermediaries in general, explicitly or implicitly, in the name of MECCANICA COUPLINGS, may not be binding for the latter, who may not be considered in any way obliged or responsible as a result.

5. SPECIFICATIONS, BLUEPRINTS & DRAWINGS

- 5.1 Drawings, technical documents and similar items provided by MECCANICA COUPLINGS remain the property of MECCANICA COUPLINGS and upon request must be returned. Without the consent of MECCANICA COUPLINGS, furthermore, they may not be transferred to third parties, photocopied or reproduced. The brands and products of MECCANICA COUPLINGS are protected by international standards and conventions on industrial property rights, their reproduction or use in any form, unless expressly authorized by MECCANICA COUPLINGS, is forbidden.
- 5.2 The Purchaser is responsible for checking that the product purchased complies with what was ordered, regardless of the purpose for which the Purchaser intends to use it. MECCANICA COUPLINGS shall not be held liable in any case for the suitability, or lack thereof, of the product purchased by the Purchaser for the purpose for which they intend to use it, even if proposed by MECCANICA COUPLINGS. The Customer is responsible for the information given about the use of



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the product. MECCANICA COUPLINGS shall not be responsible for omitted communication of technical data from the Customer.

6. DELIVERY TERMS & FORCE MAJEURE

- 6.1 The delivery deadline starts from the shipping date specified on the order confirmation, or from the moment in which the Purchaser provides all the necessary data, if this takes place later. If subsequent changes are made, the deadline will start from the date of the new confirmation or, if a deposit or the total amount of the invoice must be paid, from the date it is received.
- 6.2 MECCANICA COUPLINGS shall not be held liable for any non-fulfillment resulting from a late delivery due to causes that are beyond its control such as, for example, strikes, lockouts, blocks, or other reasons for which the workers of MECCANICA COUPLINGS and/or its suppliers strike, or due to the impossibility or serious difficulty in receiving the raw materials or components. MECCANICA COUPLINGS will inform the Purchaser in a timely manner of the impediment, specifying the reasons for the delay. In cases in which the impediment due to force majeure (Ex. Forced closure due to pandemics or an above mentioned event) lasts longer than 10 (ten) weeks, the Purchaser may terminate the purchase contract by presenting a simple written notice to MECCANICA COUPLINGS, without the latter being required to pay the Purchaser any type of compensation, except for the repayment of any amounts that were paid as a deposit.
- 6.3 The Purchaser is required to accept also partial shipments.
- 6.4 If the shipment is delayed for reasons for which the Purchaser is responsible, starting from the month following the notice that the goods are ready for shipment, storage costs will be charged for the goods, which are calculated daily in an amount of 0.2 % of their value. If MECCANICA COUPLINGS considers it necessary, it may consider the order as canceled and, as a result, keep as compensation any deposits that were already paid, without prejudice to the right, in any case, to request compensation for further damage caused by the non-fulfillment.
- 6.5 In the case of customized products, the costs for the storage of the goods, as indicated in the previous point, will amount to 0.5% of the goods value; the rights indicated in point 6.4 remain unchanged for MECCANICA COUPLINGS.

7. DISPATCH

- 7.1 Unless otherwise agreed exclusively in writing, the goods will be shipped at the risk and peril of the Purchaser, and in particular in compliance with what is regulated by Incoterms 2020 ICC as regards the EXW – Ex Works-Loaded clause, whereby the Purchaser is required to organize transport from the warehouse of MECCANICA COUPLINGS to the place of delivery of the goods.
- 7.2 If goods are shipped at the risk and peril of MECCANICA COUPLINGS, the Purchaser is always required, at the moment the goods are delivered, to check their condition and, if there is damage, to indemnify the carrier and sign for conditional receipt. Insurance for transport will be stipulated only upon express request, on behalf of and at the expense of the Purchaser.



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8. ACCELERATION OF PAYMENT, TERMINATION OF THE CONTRACT, RETENTION OF TITLE

- 8.1 MECCANICA COUPLINGS may immediately demand any payments that are due providing that the deadline for making the payment has been defined in favor of the debtor, if the latter has gone bankrupt or has decreased, or not provided for their own reasons, the guarantees that were promised. The acceleration clause will come into effect immediately, without the need to provide notice, also if only one payment has not been made at the agreed deadlines, which gives MECCANICA COUPLINGS the right to demand immediate full payment of the residual credit.
- 8.2 If any checks or bills issued by the Purchaser are protested or if any enforcement procedures for bankruptcy or arrangements with creditors have been brought against the Purchaser, MECCANICA COUPLINGS shall have the right to unilaterally terminate the contract, providing notice of this to the Purchaser.
- 8.3 All goods that have been shipped, up to the moment of complete payment of all the invoices and accessory expenses, remain the property of MECCANICA COUPLINGS, while the Purchaser shall be responsible for all the risks of damage to or loss of the products.

9 WARRANTY & CLAIMS

- 9.1 MECCANICA COUPLINGS guarantees the good quality and proper construction of the materials sold, with the obligation, during the warranty period as specified in more detail below, to repair or replace free of charge, and as soon as possible, those parts that, due to poor material quality or processing defects or imperfect assembly (if they were responsible for the assembly) are recognized by MECCANICA COUPLINGS as defective, providing that this was not caused by natural wear, failures caused by the incompetence or negligence of the Purchaser, by improper use, unauthorized interventions, tampering carried out by the Purchaser or by a third party on its behalf, due to unforeseeable circumstances or force majeure.
 - 9.2.1 Any defects, failure to deliver the promised quality or apparent flaws in the products supplied, must be communicated, under penalty of invalidation, in writing by the Purchaser to MECCANICA COUPLINGS within a maximum of 5 (five) days from receipt of the goods. It remains understood in any case that the Purchaser is obliged to check for any defects, the failure to deliver the promised quality or flaws in all of the delivered products, even if they are numerous and/or contained in enclosures or containers.
 - 9.2.2 Any hidden flaws must be reported, under penalty of invalidation, within a maximum of eight days from their discovery and not beyond the warranty period.
- 9.3 The Purchaser is not authorized to make changes or repairs without the consent of MECCANICA COUPLINGS. Any claims of tampering, shortfalls or damage due to transport require the goods to be accepted conditionally, and must be written on the transport documentation at the moment of delivery and presented by the Purchaser to the carrier in writing, sending a copy, under penalty of invalidation, to MECCANICA COUPLINGS, within five (5) days, if the goods are transported with carriage paid or DAP (Delivery at place). When, and if, the Purchaser discovers flaws or defects in

the supplied products, they must immediately inform MECCANICA COUPLINGS in writing, and only at the instruction of the latter may they proceed with returning the goods, at the conditions agreed on a case by case basis.

- 9.4 Unless otherwise specified, the warranty period is provided for twelve (12) months from delivery and concludes at the end of this period, even if the materials were not started up, for any reason. The performance of any work under warranty by MECCANICA COUPLINGS remains subject to compliance with the payment terms, as well as the administrative and accounting obligations, by the Purchaser. The work inherent to the repair and replacement under warranty will be performed only at MECCANICA COUPLINGS laboratories.
- 9.5 The warranty shall be voided if MECCANICA COUPLINGS finds inappropriate installation and/or operation of the sold product, Failure to comply with the installation regulations provided with the product, using a non original spare part or any other intervention that was not authorized by MECCANICA COUPLINGS.
- 9.6 If the Purchaser claims the presence of flaws or defects in the purchased product in compliance with the terms indicated in this section 9, it must be uninstalled and sent by the Purchaser, at their own expense, to MECCANICA COUPLINGS who will, in turn, check if the claimed flaws and defects actually exist and, if they do actually exist, MECCANICA COUPLINGS will repair the products and send them to the Purchaser at its own expense. If instead the claimed flaws and defects do not exist, the products will be shipped at the expense of the Purchaser.
- 9.7 Nothing shall be due to the Purchaser for the time during which the plant or equipment remain inoperative.
- 9.8 Interventions performed directly or by personnel not authorized by MECCANICA COUPLINGS shall void the right to warranty.
- 9.9 This warranty replaces any other warranty or action also provided by provisions of law in favor of the Purchaser.
- 9.10 For third-party products sold by MECCANICA COUPLINGS, either exclusively or non-exclusively, their liability is limited to the transfer of the rights to warranty to which MECCANICA COUPLINGS is entitled toward their supplier.
- 9.11 The technical selections and product applications must be approved on a case by case basis by MECCANICA COUPLINGS. If approval is not provided, the warranty indicated above shall be forfeited.
- 9.12 By accepting these General Sales Conditions, the Purchaser, who acts for purposes that are part of their entrepreneurial and/or professional activities, expressly waives its right to recourse pursuant to art. 131 of Leg. Decree 206/2005 - Consumer code - toward MECCANICA COUPLINGS in case of claims presented by the final user, by other vendors part of the same contractual chain or by other intermediaries.

10. LIABILITY AND COMPENSATION FOR DAMAGE



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- 10.1 MECCANICA COUPLINGS will be obliged to provide compensation for considerable damage, with a financial loss exceeding the value of the goods covered by the contract only:
- in the case of misconduct;
 - in the case of severe negligence of the owner, the legal representative, the management bodies or functions responsible for the fulfillment;
 - for defects that MECCANICA COUPLINGS knowingly did not reveal
 - if it exercises a specific warranty granted by MECCANICA COUPLINGS within the scope of the stipulation of a specific contract.
- 10.2 MECCANICA COUPLINGS's liability is considered excluded however, for reasons including, but not limited to, the following: Unsuitable or incorrect use, incorrect assembly or start up by the Purchaser or third parties, normal wear, neglect or negligent handling, incorrect or insufficient maintenance, use of improper equipment or products for operating the plant, noncompliant construction work, missing anchorage of the driving &/or driven machine, unsuitable flooring, influence of external chemical, electrochemical or electrical factors or for any other cause related to the inappropriate operation of the sold goods.

11. PRIVACY POLICY

With the purchase order, the Purchaser expresses consent for the process of their personal data, pursuant to art. 13 GDPR - Regulation (EU) 2016/679, after reading the specific policy available in a complete version on MECCANICA COUPLINGS's website. The processing, storage, transmission of the personal data take place in observance of all precautionary measures that guarantee its security and confidentiality, in compliance with what is specified in the GDPR, for the sole purpose to be able to effectively fulfill the obligations required by legal, civil and tax regulations connected to the economic activities of the business, including the management of collections and payments resulting from the performance of the contracts.

12. CONTRACTUAL CLAUSE Regolamento (UE) 2023/2878 del Consiglio del 18 dicembre 2023 ed al successivo Regolamento (UE) 2024/745 del Consiglio, del 23 febbraio 2024.

- 1.The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation and Belarus or for use in the Russian Federation and Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- 2.The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 3.The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).



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4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to:

- termination of this Agreement
- and (ii) a penalty of [100]% of the total value of this Agreement or price of the goods exported, whichever is higher.

5. The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information”.

13. APPLICABLE LAW

The product supplies carried out by MECCANICA COUPLINGS will be regulated, for anything not covered by these general conditions, by the applicable provisions of the Italian Civil Code. The Italian version of these general sales conditions is the only binding version.

14. COMPETENT COURT

- 13.1 The place of fulfillment for the supply and payment is Cento-Ferrara, Italia. Postal Code 44045
- 13.2 In case of a dispute, the competent court will exclusively be the legal headquarters of the supplier, MECCANICA COUPLINGS, but the latter shall have the right to take action toward the purchaser in front of any other competent court.

Date.....

company’s stamp and signature.

For acceptance

_____ Date,
 Stamp and Signature of the Purchaser

The Customer expressly approves, in writing, pursuant to articles 1341 and 1342 of the Italian Civil Code, the following articles: 2. Conclusion of the contract: 2.5. 4. Conditions of payment: 4.1 - 4.2. 6. Delivery terms: 6.3. 8. Acceleration of payment, termination of the contract, retention of title: 8.1 - 8.2 - 8.3. 9 Warranty & claims: 9.6 - 9.7 - 9.10 - 9.12.10. Liability and compensation for damage: 10.1.



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For acceptance

_____ Date,
Stamp and Signature of the Purchaser