

## **GENERAL SALE TERMS**

### **DONALAM SRL**

Each supply to be performed by SC Donalam SRL shall be regulated under the following General Sale Terms:

#### **1. Scope**

*These General Sale Terms apply to the sales of DONALAM / SELLER to the Customer/Purchaser. The following General Sale Terms together with the special terms set out in the Order Confirmation are the full regulatory framework of the Agreement concluded between DONALAM and the Purchaser.*

#### **2. Order confirmation and cancelling**

*Even though sent to the agents or representatives, the orders shall only be deemed confirmed after the Order Confirmation in writing and signed by the Purchaser is returned to DONALAM, even by e-mail or fax.*

*The Order Confirmation must be returned to DONALAM countersigned by the Customer within five business days as of its receipt: otherwise, the DONALAM shall deem such order unconfirmed.*

*Except such cases when the order is impossible to honour from the DONALAM's fault, the Customer may not cancel such order, in whole or in part, without the written consent of DONALAM.*

#### **3. Risk transfer**

*Risk transfer shall occur as per the applicable INCOTERMS.*

#### **4. Material delivery and pick-up**

*4.1 In case the delivery is set up to be performed at the DONALAM factory, the delivery shall be deemed done upon the transfer of the material to the carrier, by truck or carriage.*

*The possible expenses related to the uploading of the materials in the transportation means other than the standard shall be borne by the Purchaser. After 10 days as of the note of readiness in which the Purchaser failed to proceed to pick-up the merchandise, DONALAM reserves the right to the invoice all the expenses to the Purchaser related to storage, custody, insurance, handling, passive interests etc. and to issue such invoice based on the prices and terms in force on the order date.*

*4.2 In case the delivery is set up for another location, DONALAM shall arrange the shipment of the goods to the destination, setting up the route, the transportation means and choosing the shipping company and the carrier. The Purchaser shall supply DONALAM with all the information and documents required for the shipment. Should the Purchaser fail to fulfil such obligation and should this entail costs and delays unacceptable for DONALAM, DONALAM may delay the delivery date without being held liable therefore or it may terminate the sale agreement.*

*4.3. Unless otherwise provided in writing in the Order Confirmation, the delivery deadlines are not absolutely mandatory, and the possible delays shall not entitle the Purchaser to any indemnity.*

#### **5. Quantity allowance**

*A +/-10% allowance over/below the ordered quantity is permitted for the quantity of goods shipped.*

*Also, a +/-3% allowance over/below the shipped quantity is permitted for the quantity of goods delivered.*

*The possible mismatches must be confirmed by a tested scale as per the legal provisions in force set out by the Metrology Institute.*

#### **6. Payment terms and deadlines – late payments**

*The payments shall be performed including all the expenses, discounts or taxes within the deadline set out in the Order Confirmation and the invoice into the bank account of DONALAM indicated in the invoice.*

*The Purchaser may not delay or postpone the payment whatsoever.*

*In case of late payment, DONALAM shall be entitled to, rightfully and without notice of default, charge the Purchaser with interests to the official calculation rate in force increased by 3%.*

*The Purchaser's failure to observe the payment terms shall also entitle DONALAM to suspend the supplies in progress and/or to request the payment in advance.*

#### **7. Ownership title agreement**

*The products to be supplied shall remain the property of Donalam until the Purchaser pays off all his/her duties.*

*In case of processing and/or changing the Products as well as in case of incorporation and/or merging the same with other products under the Purchaser's possession, the new resulting products shall be DONALAM's property.*

*In case of incorporation and/or merging of the Products with other products under third parties' property, DONALAM shall be co-owner of the new products together with such third parties; DONALAM's share shall be calculated in proportion to the invoiced amount of the delivered Products against all the other products used to manufacture the new products.*

*The Purchaser may only re-sell the processed and/or changed products, as well as the newly resulted products if he/she fulfilled all his/her related payment duties: to such purpose, we mention that the supply or undertaking agreement execution is also deemed sale.*

*In case the Purchaser re-sells the Products or sells the new Products owned or co-owned by DONALAM as per the provisions of this article, the Purchaser shall assign the ownership of the sold Products. In such a case, the Purchaser's credits arising from the sale of such products are assigned to DONALAM's favor as of the conclusion of the sale agreement between the Purchaser and DONALAM. At the same time, the Purchaser undertakes to notify its debtor on the credit assignment and may not collect such credits, which must be then paid by the debtor directly to DONALAM, unless DONALAM provides otherwise in a written document.*

#### **8. Purchaser's patrimony changes**

*In case the patrimonial condition of the Purchaser changes, DONALAM reserves the right to suspend the execution of the supply, to request the anticipated payment or to request the Purchaser to give appropriate guarantees.*

#### **9. Tests**

*Prior to the shipment, the material shall be controlled and checked as per the norms set out in the Order Confirmation.*

*The request for various tests must be mentioned upon the order placement; such tests shall be fully performed by DONALAM prior to the shipment; the related expenses as well as the man labor costs shall be fully borne by the Purchaser.*

*After the successful testing, the material shall be deemed finally accepted.*

*DONALAM shall proceed to replacement of the materials that fail to pass such tests.*

#### **10. Warranty - Claims**

*DONALAM guarantees that the material is compliant with the requirements and the characteristics set out in the norms and observations in the Order Confirmation; DONALAM shall not be held liable for the applications and treatments on the supplied material made by the Purchaser or any other party appointed thereby.*

*The possible claims related to defects of the Products must be filed in writing by registered confirmed letter within no later than 15 days as of the goods receipt.*

*DONALAM shall be notified on any possible defects impossible to detect upon delivery by registered letter immediately after their detection and, in any way, no later than six months as of the Products delivery.*

*Any material challenged must be left in the same state as found and made available for the DONALAM's experts for related checks.*

*In case the claim is filed in due time and well-grounded, DONALAM undertakes exclusively to replace the faulty merchandise, which shall take place in the same location as the initial delivery or, at its sole decision, may repay the Products value or, in case of yet uncompleted agreements, lower the price and/or terminate the agreement.*

*The Purchaser has no right to request the agreement termination and/or to suspend the invoice payment related to the challenged material. DONALAM shall not be held liable for the damages arising from processing expenses, production losses, profit loss or any other indirect or consequential damage.*

#### **11. Agreement termination**

*Besides as provided by the previous article 10, DONALAM shall be entitled to partially or totally withdraw from the completed sale agreement or from the agreements in progress whenever one or several force majeure events are found to exist for a total time of more than thirty days and/or whenever any of the following cases occurs:*

- *Strikes in the uploading ports, after the notice of readiness is issued, for at least 10 consecutive days during one month;*
- *Strikes of the railway transport companies or carriers, after the notice of readiness is issued, for at least 10 business days as of the order date.*

*In no case of withdrawal from the agreement shall the Purchaser be entitled to indemnities, compensation or repayments.*

#### **12. Force majeure**

*The occurrence of a force majeure event shall suspend the agreement from carrying out for a period equal to the length of the force majeure, unless as set out in the previous article 11. The occurrence of any of the following events shall be deemed force majeure: war (whether declared or not), civil riots, blasts, strikes, acts of God, floods, fire, earthquakes, public enemy or government actions, pandemic, quarantine, embargo preventing the agreement from being carried out normally.*

**13. Confidentiality and advertising**

*The Purchaser shall treat as confidential and shall not disclose to third parties, nor fully or partly, the information and the technical documentation received from DONALAM relating to the characteristics of the materials to the purchased. The Purchaser shall not disclose any information related to the supply hereunder for advertising purposes unless expressly authorised in writing by DONALAM.*

**14. Statement of the Purchaser regarding the end-use of material and compliance with sanctions**

*The Purchaser herein states and represents that the materials/goods it purchases from Donalam is not intended, in its entirety or in part, for a military end-use. For the purpose of this statement “military end-use” shall mean any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons, including through incorporation into military items, or use of production, test or analytical equipment and components therefor, for the development, production or maintenance of military items or use of any unfinished products in a plant for the production of military items. In case the Purchaser, by any subsequent operation(s) or transaction(s), will be in breach of the above statement regarding the end-use of material/goods purchased under this sale agreement, it shall be solely and fully liable for the consequences thereof and it shall keep harmless and appropriately indemnify the Sellers for any cost and expenses incurred in relation thereto.*

*The Purchaser also states and represents that it will strictly comply with all current sanctions, of whatever nature, enacted by the Organization for Security and Cooperation in Europe (OSCE), by the Security Council of the United Nations, by the European Union, by the Romanian or Italian Governments and/or by other organizations/entities/governments of competence and/or of relevance. In case and within the validity of the this sale agreement, it appears that any operation (s) and/or transaction(s) resulting from and/or in connection with this sale agreement contravene to any of the sanctions defined above and/or to recommendations of any international (intergovernmental) organization(s) fighting the financing of terrorism and other criminal activities and/or money laundering, the Purchaser shall be considered to be in material breach of this sale agreement and the Seller has the right to immediately and unilaterally terminate this sale agreement and shall be under no further liability under this sale agreement whatsoever. The Seller shall, moreover, reserve all its rights to initiate and pursue any action to protect its legitimate interests in this case.*

**15. Antidumping rules**

*The Purchaser shall remain fully responsible for observing anti-dumping norms, rules and procedures in its own national market and any other market in which it may sell the material/goods or the products in which is has incorporated the material/goods purchased from Donalam. The Purchaser agrees not to sell on the material/goods or products at prices which may be regarded as being at a dumping level under the laws of and international agreements current at the date of this sale agreement applicable in the country to which the goods are supplied. It is expressly agreed between the parties that the Purchaser alone shall be the defendant in the event of any suit or claim. Should the Seller and or its supplier become involved in anti-dumping proceedings commenced in or by a country to which the Purchaser has supplied, the Purchaser shall indemnify the Seller (and/or its supplier) against all and any costs and expenses incurred in relation thereto.*

**16. Taxes and levies**

*All the present or future taxes and levies applicable in the Purchaser’s country shall be borne by the same.*

**17. Amendments**

*No amendment, addition or waiver of the general or special sale terms shall be valid unless accepted by DONALAM in writing.*

**18. Applicable law – Competent court**

*Any dispute related to the existence, fulfilment, interpretation of the sale agreement shall be subject to the Italian laws. The Court of Vicenza shall be the competent court.*

*We acknowledge and accept these General Sales Terms.*

\_\_\_\_\_  
(Customer/Purchaser’s Signature and stamp)

Date: \_\_\_\_\_