

General Terms and Conditions of Sales

Ver. 0 date: oct/25

GTCS

The present General Terms and Conditions of Sale (GTCS) apply to all contracts or agreements (in any form and at any time executed) relating to products, accessory and/or complementary items and/or services sold and/or supplied by IM SRL.

These GTCS constitute the principal document governing the relationship between IM SRL and the Customer and shall be deemed accepted, including tacitly, upon the Customer's acceptance of the offer/order. They cancel, prevail over, and entirely replace any and all other contracts or agreements (in any form and at any time executed) between the Parties which contain terms and conditions to the contrary (including those possibly proposed by the Customer or any other contract or agreement that might otherwise regulate the relationship between the Parties in different ways or forms) and/or which contain provisions differing from those set out herein.

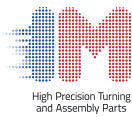
Any variation or amendment to these Conditions shall have no effect between the Parties unless previously approved in writing by IM SRL.

IM SRL reserves the right to amend the content of these Conditions (GTCS) at any time.

These Conditions of Sale are made available by IM SRL to its reference market through publication on its website (www.imtorneria.it); the Customer is required to carefully review them and ensure their retention.

IM SRL shall be deemed authorised to amend or supplement these General Terms and Conditions of Sale at any time, including in response to any regulatory changes, without being required to provide prior notice thereof.

Such amendments shall be binding upon Customers only from the moment they are newly notified and shall not have retroactive effect.



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ORDERS AND SHIPPING

All purchase orders for products submitted to IM SRL must be complete in every aspect and must contain all elements necessary for correct invoicing.

Fulfilment of the order by IM SRL constitutes confirmation and acceptance of the same. IM SRL reserves the right not to accept incomplete orders.

Furthermore, IM SRL reserves the right not to accept orders that do not conform to the company's commercial policy.

Prices will be communicated from time to time unless annual price lists have been previously agreed and signed.

Shipping times are indicative and, therefore, no liability may be attributed to IM SRL for early or delayed shipment, as such causes are not directly attributable to IM SRL.

Unless otherwise agreed in writing between the Parties, delivery of the goods shall be made Ex Works at the IM SRL facility located in Via A. Marzocchi 7, Zola Predosa (BO), postal code: 40069.

Unless otherwise agreed in writing between the Parties, IM SRL may freely determine the transport methods when these fall under the Customer's responsibility and/or in case of delayed collection of the Products by the Customer, without prejudice to any applicable Incoterms.

In the event of transport delays, IM SRL—except in cases of wilful misconduct or gross negligence—shall in no way be held liable for any reason whatsoever, and the Customer shall bear any additional costs (including, by way of example only, possible warehousing charges).

Unless otherwise agreed in writing between the Parties, IM SRL shall not be liable for any loss and/or damage to the Products related to packaging, except in cases of wilful misconduct or gross negligence.

Packaging will be invoiced according to specific agreements with the Customer and will be carried out using industry standard methods. Any special packaging requirements must be expressly requested by the Customer, and the related cost will be charged accordingly.

Furthermore, unless otherwise agreed in writing between the Parties, the Customer is responsible for disposing of all packaging materials and of any protective, safety, and fastening components used during transport.

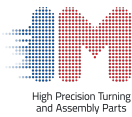
Should the Customer fail to comply with this obligation, causing IM SRL to incur liability, the Customer must indemnify and hold IM SRL harmless from all related liabilities and adverse consequences.

QUALITY AND WARRANTY

IM SRL guarantees that the quality and conformity of products and materials comply with the specifications indicated in the orders.

Any final inspection of the product in the presence of the Customer must be expressly requested at the time of the order and expressly accepted by IM SRL.

Final inspection may take place only at the IM SRL facility before shipment or before delivery for



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transport, unless otherwise agreed between the Parties.

Products are covered by warranty for non-conformity defects for 12 months from the date indicated on the delivery note (TD).

The warranty is excluded in the event of damages attributable to abnormal use of the product by the purchaser or to environmental conditions of the installation site—such as, by way of example only, high humidity levels, exceptional or unusual temperatures or weather conditions—or to improper use by the purchaser, including poor maintenance or use not aligned with the intended characteristics of the item.

IM SRL is not aware of the Customer's installation and usage conditions; therefore, it cannot be held liable for improper use.

IM SRL undertakes to deliver the Products as agreed at the order stage.

Any defects must be reported within 15 calendar days from delivery in the case of apparent and/or readily identifiable defects (for example: defects due to oxidation, dents, breakages, generic cuts and/or evident mechanical damages, superficial or easily detectable issues).

Complaints must be communicated by simple email to: marketing@imtorneria.it.

Upon receipt of such communication and/or documentation, IM SRL will notify its decision within 10 business days, granting or denying authorization for the return of defective material.

Material shall be shipped to the IM SRL address unless otherwise communicated and following these provisions:

- In cases where warranty coverage is confirmed, transport costs for replacement—both for the return shipment and for the replacement shipment—shall be borne by IM SRL exclusively for the route between the Customer's premises and IM SRL's premises.
- In all other cases, such transport costs shall be borne by the Customer.

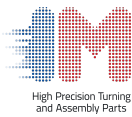
In no event shall the company be liable for indirect damages, including loss of earnings and/or profit due to the Customer's inability to use equipment or machinery incorporating IM SRL products, or for any other indirect, special, contingent, or incidental consequences unrelated or connected to the company's performance, except in cases of wilful misconduct.

Additionally, IM SRL does not accept costs related to the Customer's complaint management unless specifically agreed upon during sales-order confirmation.

FORCE MAJEURE

IM SRL shall not be liable for force majeure events from the moment risk is transferred pursuant to the "ORDERS AND SHIPPING" section of these General Terms and Conditions of Sale.

Force majeure events include, but are not limited to: war, strikes, social conflicts, accidents, fires, floods, fortuitous event, delays due to transport systems, supply difficulties, machinery breakdowns, impediments resulting from laws or decisions issued by judicial authorities, or any other cause preventing IM SRL from timely fulfilling its contractual obligations.



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PAYMENTS

In the event of payment default, IM SRL reserves the right to suspend any other ongoing and/or future orders from that Customer until all outstanding amounts have been settled.

In case of delayed payments, IM SRL reserves the right to apply statutory default interest.

For any need and/or dispute related to payments, please write to: amministrazione@imtorneria.it

CONFIDENTIALITY

Unless otherwise agreed in a separate confidentiality agreement, the Customer shall keep strictly confidential all information acquired during, or in connection with (even indirectly), the execution of the sales relationship governed by these General Terms and Conditions, including all commercial and/or business information such as, by way of example only, pricing and/or payment conditions, formulas, product configurations, ideas, drawings, digital/electronic, oral and/or written information (herein after referred to as "Confidential Information").

Confidential Information shall not be disclosed to any third party, not even partially, except in cases of requests made by judicial authorities or if such information becomes public domain.

PRIVACY

Customers acknowledge that the data provided are processed and used in accordance with the applicable legislation.

Privacy notices are available on the website www.imtorneria.it

EXPRESS TERMINATION CLAUSE AND LIABILITY

Failure by the Customer to comply with any of the obligations set forth in these General Terms and Conditions of Sale shall constitute grounds for termination of the contract or agreement between the Parties pursuant to Article 1456 of the Italian Civil Code ("Express Termination Clause"), without any liability or obligation on the part of IM SRL.

COMPETENT JURISDICTION

These terms of sale are agreed between the Parties in the English language version.

Any dispute arising out of or in connection with these General Conditions shall fall under the exclusive jurisdiction of the Court of Bologna.