

**UNIONE ADESIVI**  
**GENERAL TERMS AND CONDITIONS OF SALE - Ed. 2022**

**1. Parties to the Contract**

"Seller" means the company UNIONE ADESIVI srl, with registered office in Merano, Via Max Valier, 28 and registration number in the Commercial Register of Bolzano BZ - 234352 Tax code and VAT number IT 10961220968.

"Buyer" means anyone - private individual, company in individual or corporate form - who requests the Seller to supply the Products.

**2. Scope of Application and Effectiveness**

These general conditions apply to all sales made by the Seller, and govern all future relationships between the Seller and the Buyer, even in the absence of an express reminder.

The relationships governed by these general conditions concern the sale of all products marketed in Italy by the Seller ("the Products").

In the event of exportation of the Goods by the Buyers to areas outside Italy, unless previously authorized in writing by the Seller, the latter shall not be held liable for any infringement of third parties' industrial property rights. The Buyer shall be obliged to reimburse any damage caused to the Seller through the export of the goods.

Any exceptions to these general conditions shall not be effective unless they result from a written agreement between the Seller and the Buyer.

By signing this and otherwise transmitting orders to Seller, Buyer expressly waives the application of its general conditions of purchase.

The possible invalidity or ineffectiveness of one or more clauses of these general conditions shall not affect the validity, effectiveness and enforceability of the other clauses.

**3. Delivery Terms**

Delivery terms are approximate and never essential, and do not in any case bind the Seller.

The Seller shall not be liable to pay compensation of any kind for any damages, direct or indirect, attributable to late delivery. Delivery time shall commence upon receipt of order confirmation, taking into consideration the possibility of delivery and the contractual terms and conditions otherwise agreed upon.

In case of default on the part of the Buyer, the agreed time limit shall be extended by a period of time equal to that required for exact performance.

In the event of delay on the part of the Seller, the Buyer shall be required to set an appropriate extension period. At the expiration of such extension period, in case it has not yet received notice of goods ready for shipment, the Buyer shall be entitled to withdraw from the contract.

Any claims for compensation arising out of failure to meet delivery times or deadlines attributable to the Seller shall be limited to the value of the order.

**4. Transportation**

The Products - even if under special arrangements sold free at destination - always travel at Buyer's full and exclusive risk. With the delivery of the goods to the shipper or carrier, or at the latest as soon as the goods leave the plants or warehouse, all risk is transferred to the Buyer.

The Seller may charge a diesel surcharge on the price of fuel to partially offset high levels of diesel costs.

For the shipment of goods, the Seller shall be free to choose the mode of transportation and route of shipment without incurring any liability.

**5. Reservation of Title**

In dealings with commercial operators, all the goods supplied remain the property of the Seller (reserved dominion) until the fulfillment of all obligations placed on the Buyer. In dealings with noncommercial operators (consumers), the reserved dominion over the goods supplied will cease upon full payment of the purchase price.

**6. Usage Instructions**

Since the working conditions and fields of application of the Seller's products are very numerous and diverse, the provided instructions for use are general in nature. In the event of special requirements beyond the fields of application and working conditions covered in the provided instructions for use, the Seller makes itself available to provide support and advice at no charge or obligation to itself.

In view of the multiplicity of application cases and conditions of use of products, it is nevertheless necessary that product characteristics considered relevant to the intended use be tested in advance by the user himself and be verified in practical application. For this purpose, it is essential to observe the information given in the updated data sheets of the respective products.

The information regarding consumption quantities given in the instructions for use corresponds to empirical average values.

**7. Payments**

Payments shall be made to the Seller's office within 30 days from date of the invoice.

In case of late payment, of the Buyer will be automatically charged default interest at the rate referred to in Legislative Decree 231/2002, as amended.

Advances or partial payments shall always be deemed to be charged, in that order, recovery costs, interest and finally principal.

The Buyer shall not assert against the Seller any claim, dispute or demand, either in action or by way of exception, until after the amounts invoiced by the Seller have been settled in full.

**8. Tolerances**

Usage tolerances, as codified in the Province of Milan's Compendium of Uses for the Trade in Chemicals in General, are allowed.

**9. Audits, Complaints and Disputes. Responsibilities**

All details given in connection with the suitability, use and application of the products, indications and technical advice, and other information are given according to the most up-to-date knowledge, this does not in any case exempt the Buyer from carrying out his own tests and verifications.

Agreements on quality characteristics and assumptions of any warranties shall be binding only if expressly agreed reported in writing between the parties.

For any claims relating to the quality and/or use of the product, the relevant data sheet in the latest updated version and in the form available on the Seller's internet home page, which data sheet may be provided at any time upon the Buyer's request, shall be authoritative. In the event that the Buyer has not complied with what is stated therein, no liability can be ascribed to the Seller.

The Buyer must ascertain the suitability of the Products upon delivery of the same, and in any event before undertaking their use.

Such prior ascertainment constitutes the Buyer's burden of ordinary diligence, and in default thereof, pursuant to Article 1227 of the Italian Civil Code, no compensation shall in any case be due from the Seller.

The Buyer shall forfeit all warranties if he fails to notify the Seller in writing of his complaints within 8 calendar days of delivery of the Products.

In the case of split-delivery supplies, any claims, even if timely, shall not relieve Buyer of its obligation to collect and pay for all Products ordered.

Expressly excluded from the warranties provided by Unione Adesivi is the warranty inherent in the suitability of the Products for a specific destination, even where the Buyer has indicated in its order the use for which the Products are intended.

In the event of liability for defects found in the goods supplied, the Seller will replace the defective goods free of charge.

In the event that replacement of the goods is not possible, Buyer shall be entitled, at its option, to a reduction in payment or to rescission of the contract.

For any claim for damages or reimbursement of expenses, the provisions of this article shall apply.

In the event of a claim, the Buyer shall be obligated to allow the Seller the opportunity for verification by providing samples of material with immediacy. In the event that this obligation is not fulfilled, the Buyer shall not be entitled to any remedy or refund. The costs incurred in sending the material samples as well as in

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taking them shall be borne by the Seller if it turns out that the material supplied was defective. Rights of revocation or return arising from consumer protection rights shall remain guaranteed. The Buyer shall be entitled to compensation for damages only in cases of willful misconduct or gross negligence, mortal risk, bodily injury or damage to health, or in case of lack of an agreed quality characteristic.

In any case, compensation for damages shall not exceed a maximum amount of €500,000.00.

The limitation period for claims of defective goods is one year from the date of delivery of the goods, provided that it does not concern the purchase of consumable goods, or provided that the law does not mandatorily specify a longer limitation period.

The exclusions and limitations of liability shall be deemed to extend to the Seller's legal representatives, employees and other auxiliary staff.

Subject to the limitation set forth in Article 1229 of the Civil Code, Seller shall not be liable for any direct or indirect damages of any kind (expressly including production stoppage, costs of recalling Products, damages from loss of chances or loss of customers) arising out of the supply and use of the Products.

**10. Force Majeure**

The Seller is in any case exonerated from any liability in the event of delayed; non-delivery or incomplete delivery due to company and/or general strikes, insurrection, war, natural or nuclear disasters, fire, shortage of raw materials and/or energy sources and, more generally, of any other event or circumstance that substantially delays; prevents or makes impossible delivery, regardless of whether they are suffered by the Seller from its suppliers.

Upon the occurrence of any such event or circumstance, Seller shall give written notice thereof to Buyer, and shall have the right, at its sole discretion, to revoke acceptance of the order (returning to Buyer, in such case, any advance payments received without interest) or to set a time limit, not to exceed 60 days, for making the delivery.

**11. Right of Termination**

The Seller shall be entitled to terminate the contract without any charge where facts or circumstances occur that alter the stability of markets, the value of currency, the conditions of the industries producing the Products and raw materials, and the conditions of supply.

The Seller shall also have the right to withdraw from the contract without any charge where protests are levied against the Buyer, injunctive, executive or precautionary actions are instituted, or bankruptcy proceedings are undertaken.

**12. European Regulation 1907/2006 ("REACH")**

The European Regulation REACH (Registration, Evaluation and Authorisation of Chemicals) provides for a range of information that the supplier of chemicals must make available to customers to enable them to use the products more safely.

REACH requires customers to communicate to their supplier any useful information about the hazards and possible inadequacies in their risk management system inherent in the substances or preparations they use.

REACH, on the other hand, requires chemical suppliers to have a specific procedure and timeline for the process of pre-registration and registration of chemical substances and preparations.

Should the Seller's supplier fail to properly fulfill this procedure and this timeline, this could affect the subsequent supply from the Seller to the Buyer, as well as the case of interruption of supply could occur where the substances and preparations in question require additional scientific testing.

The Seller will inform the Buyer of any delays caused by the above circumstances, subject, however, to the provisions of Article 3 of these general conditions.

The Seller will make available to the Buyer appropriate safety data sheets and - where necessary - annexes indicating the possible risk exposures of the Products, in order to enable the Buyer to check whether the actual use of the Products corresponds to what is indicated in the safety data sheet and its annexes, if any.

If the Buyer intends to put the Products to a use other than that indicated in the documentation provided to him, he shall give immediate written notice to the Seller, who in turn shall contact his supplier to verify the feasibility and possible risks associated with such other use.

Until such time as the relevant information has been communicated by the Seller to the Buyer, the latter may allocate the Products only to the uses contemplated in the MSDS and its attachments, if any.

In any case, all liability on the part of the Seller remains excluded not only for the hypothesis of non-compliance by the Buyer with the requirements established by REACH, but also, in keeping with the provisions of paragraph 9 of these General Conditions, with regard to the suitability of the Products supplied for the use to which the Buyer intends to assign them.

**13. Governing Rules and Jurisdiction**

For all matters not expressly provided for herein, reference is made to the rules of Italian law.

Any dispute concerning the interpretation, validity, execution and/or termination of these General Terms and Conditions and the individual contracts of sale governed by them is attributed to the exclusive jurisdiction of the Court of Milan, with the express exclusion of any alternative forum that may be provided for by law.

..... (Date)

The Purchaser

.....

(Stamp and Signature)

(Date)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly approved - after re-reading them - 3 (Delivery terms); 7. (Payments); 9. (Audits. Claims and Disputes. Responsibilities); 10. (Force Majeure); 11 (Right of Termination); 13 (Regulatory Rules and Jurisdiction).

..... (Date)

The Buyer

.....

(Stamp and Signature)

(Date)