

GENERAL TERMS AND CONDITIONS

of the company FRALEX S.r.l., with registered office in Capraia e Limite (FI), Via Provinciale Limitese n. 50/52/54 – CAP 50050, where it is domiciled, VAT and Tax Code 04516940485, Tel. +39 0571 59491, Fax. +39 0571 583342, e-mail: sales@fralexmac.it, website: www.fralex.it, hereinafter, FRALEX

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Art. 1. Definitions

1.1 – In these General Terms and Conditions of Contract, the following terms have the meaning specified below:

- a) "contract" means the contract concluded between FRALEX and the Customer pursuant to art. 3 of these general terms and conditions;
- b) the expression FRALEX refers to FRALEX S.r.l.
- c) the expression "Products" refers exclusively to the goods indicated in art. 4;
- d) the expression "Customer" refers to the commercial entity, Italian or foreign, that purchases/commissions the Products in the manner indicated in these general conditions;
- e) the expression "Parties" refers to FRALEX and the Customer as a whole;
- f) the term "consideration" refers to the price as specified in art. 6;
- g) the expression "General Terms and Conditions" (also "GTC") means the list of clauses applicable to contracts concerning the Products indicated in these GTC, stipulated between FRALEX and the Customer.

Art. 2. Contractual regulations and scope of application

2.1 – These General Terms and Conditions, known as GTC, which are made available to the Customer for reproduction and storage, are those applied by FRALEX to its relations with the Customers, and are considered an integral part of the individual contracts, regardless of the Customer's nationality, the place of execution of the contract and the place of delivery of the Products.

2.2 – These General Terms and Conditions exclusively govern the contracts between FRALEX and the Customer, concerning the Products, and prevail over any other condition that may be provided for in the Buyer's order, or by the latter in any way indicated. The terms and conditions indicated below therefore form an integral and substantial part of the contracts concluded between FRALEX and the Customer for the supply of the Products and may only be waived by provisions contained in specific agreements signed between the Parties or in the individual Order Confirmation (as defined below).

2.3 – The GTC govern the contracts entered into by FRALEX and may be updated, supplemented or modified at any time by MAC, which will notify the Customer; such updates/modifications and/or additions will be effective for subsequent sales. 2.5 – The commercial terms in current use, where used in these GTC (EXW, DDP, etc.) are those codified and regulated under the name INCOTERMS by the International Chamber of Commerce. 2.6 – For anything not already provided for in these GTC, explicit reference is made to the rules of the Civil Code. 2.7 – These general terms and conditions of contract do not apply in relations with the Consumer as defined by the Consumer Code (Legislative Decree of 6 September 2005, No. 206).

Art. 3. Execution of the contract between FRALEX and the Customer

3.1 – The information contained on the www.fralex.it website, within these GTC, in the catalogue and/or in other product presentation tools, does not constitute a contractual offer or proposal. The products are only likely to constitute an invitation to propose. 3.2. – The contract between FRALEX and the Customer is deemed to be concluded only following the sending by FRALEX of the order confirmation in which the terms and conditions of the contract are illustrated and to which these GTC (the "**Order Confirmation**") are attached. 3.3 – In the event that FRALEX does not deem it appropriate to confirm an order proposal or, otherwise, provides a partial confirmation of the order proposal received from the Customer, the latter will not be able to claim any right and/or claim in relation to the Products not delivered. 3.4 – In any case, the specific conditions of each transaction will be referred to in the invoice by MAC. 3.5 – After receipt of the Order Confirmation, any change to the contractual terms and conditions must be agreed in writing between FRALEX and the Customer.

Art. 4. Products

4.1 – The products covered by the contract are those referred to in the FRALEX catalogue, which can also be consulted on the www.fralex.it website. 4.2 – The quality and quantity of the Products that FRALEX undertakes to supply are those indicated in the Order Confirmation. 4.3 – FRALEX reserves the right to make non-decisive changes to the Products, even if they are already the subject of contracts finalized pursuant to art. 3 above, without the obligation to notify the Customer. 4.4 – Similarly, the list of Products may be updated at any time by MAC, without the need to notify the Customer of such change.

Art. 5. Technical data and documents

5.1 – The technical data, dimensions, characteristics, capacities, colours, weights and other data relating to the products appearing on the website and/or contained in MAC's technical and advertising documentation (by way of example but not limited to catalogues, brochures, drawings, illustrations, etc.), as well as the characteristics of any samples and models sent by FRALEX to the Customer, are merely indicative. They are only to be understood as binding if they have been expressly mentioned as such in the FRALEX order confirmation. 5.2 – Any documentation or technical drawing that allows the manufacture of the products sold, or of their parts, submitted to the Customer remains the exclusive property of FRALEX and may not be copied, reproduced, transmitted to third parties or otherwise used without the prior written consent of MAC. 5.3 – FRALEX remains the exclusive owner of all intellectual or industrial property rights relating to the products.

Art. 6. Pricing

6.1 – The price of the Products is updated periodically by MAC.

6.2 – The prices specified by FRALEX in the order confirmations (hereinafter also "Consideration") are based on the price list expressed in Euros, excluding VAT, in force on the day the order is confirmed.

6.3 – The application of any currency discounts and/or rebates on the prices specified in the Order Confirmation is subject to full compliance with the payment terms established in the Order Confirmation itself; in the event of failure to meet even just one deadline, the discounts will be considered forfeited and the non-discounted price indicated under the heading "total goods" of the Order Confirmation will be applied.

6.4 – The prices of any products not shown in the price list will be determined from time to time by MAC.

6.5 – In the event of delay in the delivery of the products due to the fault of the Customer, any increases in the list price that occur after receipt of the Order Confirmation are the sole responsibility of the Customer.

Art. 7. Packaging and warranty for defects and/or defects

7.1 – The cost of the Packaging is included in the Contract price of the products, unless otherwise stated.

7.2 – The Customer is required to check the integrity of the package before signing the CMR or DDT. FRALEX will not be liable in any case for any damage and/or tampering with the package and its contents.

7.3 – Without prejudice to the contents of the previous point, the Customer may not make claims for defects and/or defects after 8 days from the delivery of the Products.

7.4 – In the event that the Customer should submit a complaint to MAC, the latter must deliver to FRALEX intact and uninitiated samples of the material deemed unsuitable and/or defective. These samples will be used by FRALEX to carry out the appropriate and specific checks on the Product subject to complaint.

7.5 – Complaints on products already processed or otherwise used by the Customer, both for semi-finished and finished products, will not be taken into consideration.

7.6 – FRALEX will only accept returns expressly authorized by the same.

7.7 – Except as stated above, FRALEX guarantees the conformity and proper functioning of the products for a period of 12 months from the delivery of the same, provided that the use of the products takes place in compliance with the instructions provided by MAC.

7.8 – With reference to the conditions of use referred to in the previous point, FRALEX requires, among other things:

- to maintain a storage temperature of the Products at a temperature between 18 ° C ° and 30 ° C;
- not to expose the Products to sources of heat and/or humidity;
- that the Products are conditioned at room temperature before use.

7.9 – The Customer is obliged to carefully view the intended use and application that are listed in the relevant technical data sheet of each item. Each Customer is also required to verify the suitability of the products with respect to their uses through appropriate preliminary tests.

FRALEX will not accept complaints or returns of neutral or customized items for products used in a manner that differs from the intended use indicated or used in accordance with its intended use whose characteristics fall within the specifications stated in the technical data sheet.

Art. 8. Payment and delivery

8.1 – The Customer shall make the payment to FRALEX of the Consideration according to the terms and conditions agreed upon from time to time between the Parties.

8.2 – The shipment will take place by the date provided from time to time in the Order Confirmation sent by FRALEX to the Customer.

8.3 The delivery terms indicated in the offer and/or in the order confirmation are purely indicative and not binding. The Customer may not request compensation and/or compensation for any damage resulting from delays in delivery.

8.4 – The specific conditions of each transaction will in any case be definitively indicated on the invoice by MAC.

8.5 – FRALEX will not be liable in any case for any delays or non-deliveries due to fortuitous circumstances, force majeure or acts of the third party and/or the Customer, and in any case will not be liable for damages caused to the Customer and/or third parties by such events, which must be considered to include all events not directly dependent on the negligent conduct of MAC. In such cases, FRALEX may suspend or defer the execution of orders.

8.6 – Unless otherwise agreed, the delivery of the products is deemed to have been made EXW.

8.7 – Shipment to the delivery place requested by the customer is made by courier. The additional cost for deliveries with a mandatory date, unless it is possible to meet this date, is 25% higher than the standard cost and the difference may be charged on the invoice.

8.8 – Other additional transport costs may be charged in the case of "non-standard" measurements.

8.9 – FRALEX undertakes to inform the Customer in advance of any such additional costs.

Art. 9. Payment deferrals

9.1 – In the event that payment must be made – in whole or in part – in instalments after delivery, failure to comply with the payment terms will result in the forfeiture of the Customer from the benefit of the term with the consequent right of FRALEX to request payment of the entire Consideration in addition to the related accessories;

9.2 – The instalments paid shall be retained by FRALEX as a penalty, without prejudice in any case to compensation for greater damages.

[ABSORBED BY PREVIOUS ARTICLE]

Art. 11. Express termination clause

11.1 – The Contract shall be terminated by law in the event that the Customer becomes insolvent in any case or sells the assets to creditors, suffers a seizure or other form of lien on its assets or is placed in liquidation, voluntarily or coercively, or is subject to insolvency proceedings, unless FRALEX decides to waive the condition.

Art. 12. Use of the trademark – Obligation of confidentiality and loyalty

12.1 – The Customer may not use or reproduce the FRALEX S.r.l. Trademark and/or the other trademarks managed by MAC, as well as images of Products and/or graphic elaborations.

12.2 – The parties mutually undertake not to disclose to any person, enterprise or company and shall ensure that their employees do not disclose to said third parties, either directly or indirectly, trade secrets, technical or commercial know-how or other confidential information – including, but not

limited to, all data, drawings, projects, sketches, specifications, samples, models used for the manufacture of the Products and not – which they may acquire in relation to the execution of this contract.

12.3 – The Customer undertakes to promptly notify FRALEX of any improper use of both the trademarks and any other distinctive sign inherent to the Products or in any case MAC, even if such use is carried out by independent third parties. MAC, in the event of such improper use, shall be entitled to request the immediate termination of the infringement, without prejudice to the right to compensation for damages.

Art. 13. Communications

13.1 – The Customer will provide FRALEX with an e-mail address, as well as a PEC address and/or a FAX to which all communications related to the Contract relationship must be sent by MAC.

Art. 14. Partial disability

14.1 – If any of the provisions of these conditions should be declared invalid or ineffective, all other provisions shall remain in full force and effect.

Art. 15. Governing Law and Dispute Resolution

15.1 – All contracts concluded based on these GTC are governed by Italian law, regardless of the Customer's nationality and the place of delivery of the Products; the applicability of the 1980 Vienna Convention on the International Contract of Goods is expressly excluded.

15.2 – All disputes arising from the application of these GTC, as well as from the contracts concluded based on them or connected with them, shall be resolved in the first instance through friendly consultations between the Parties. If this does not reach a solution, the rules established by the Italian Code of Civil Procedure will apply.

15.3 – Any dispute arising from or in any way connected to the contracts entered between FRALEX and the Customer, including those relating to their interpretation, validity, effectiveness, execution and termination, shall be submitted exclusively to the Court of Florence.

Capraia and Limite, [●]

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