

GENERAL CONDITIONS OF SALE - Rev 0 (1/04/21)

ART. 1. SUBJECT OF THE GENERAL CONDITIONS AND SCOPE OF APPLICATION

These General Conditions of Sale apply to all offers and supply contracts of PNR Italia srl. The application of any other general condition of contract diverging or additional of the Customer is expressly excluded, in the absence of specific written approval by the Commercial Department of PNR Italia s.r.l. and explicitly referred to in the order confirmation.

These conditions also apply to subsequent offers and contracts with the same Customer, without further explicit reference, having the parties understood with this document to regulate their business relationship, except as provided for in the next paragraph.

The General Terms and Conditions of Sale may be subject to review, in this case PNR Italia srl will send an updated copy to interested Customers, for their evaluation and confirmation. The new revisions will not have retroactive effect and will not apply to orders under execution and to contracts already concluded and in the course of execution.

The General Conditions of Sale are subject exclusively to Italian law, the United Nations Vienna Convention of 1980 (and subsequent amendments) on the international sale of goods and the rules of international private law.

Agreements derogating from these General Terms and Conditions of Sale shall be valid only if they are concluded between the parties by means of an agreement signed by PNR Italia's Commercial Department and formalised by means of an express reference in the "Sales Contract".

If one or more clauses of the General Conditions are or become invalid in whole or in part, the validity of the other clauses will not be affected. The parties undertake to replace, by formal agreement and in writing, the invalid clause with another clause valid for the purpose of retaining the contract.

ART. 2. TENDERS, DEFINITION OF CONTRACT, SUBJECT OF SUPPLY, PROHIBITION OF ASSIGNMENT

The offer of PNR Italia srl is formulated on the basis of the information and requests received in writing by the Customer, including the delivery times requested, the limits of expense and any other variable, provided that explicit of the Customer at the time of the request, so as to enable PNR Italia to assess feasibility and correct execution of the contract.

The offers submitted to the Customer are subject to change and are not binding on PNR Italy until their formal written acceptance by the Customer. Customer orders become binding only after the order confirmation by PNR Italia srl.

PNR Italia srl will not execute any contractual proposal with the Customer that is different or in contrast with current legislation and regulations.

All orders agreed with the Sales Department of PNR Italia srl require written form, also by e-mail, and to be the subject of evaluation by PNR Italia srl must be absentee of receipt, without prejudice to the above provisions for effectiveness and obligation.

All the information on PNR products contained in the documents included in the offer (drawings, catalogues, technical data, references to standards, etc.) represent approximate, non-binding average values for quality or guarantees, until they are incorporated into the contract between PNR and the Customer.

The request for certificates relating to the material and/or product/processing shall be explicitly indicated in the order.

The Customer cannot assign or transfer to third parties, even partially, the order, contract, credits or rights deriving from the commercial relationship with PNR Italia srl, without explicit and formal consent.

ART. 3. CONTRACTUAL CHANGES, WITHDRAWAL, IMPOSSIBILITY OF PERFORMANCE

3.1 Any modification to the contracts and their conditions must always be agreed between the parties and formalized with the signing by the Commercial Department of PNR Italia of a shared document (new contract or letter of amendment).

3.2 Each party may withdraw from the contract only for proven and unforeseeable reasons by written notice to be sent within 3 days of the arising of the case based on the withdrawal, under penalty of forfeiture.

3.3 In the event that some phases of design or processing have already started at the date of withdrawal, the Customer will recognize a proportional reimbursement of expenses and charges incurred and to be borne by PNR Italia srl.

ART. 4. LIABILITY

4.1 PNR Italia srl declares that its products comply with Italian and Community standards and technical regulations applicable to them. PNR Italia srl declares to be aware of and to commit to compliance with Community and Italian mandatory legislation relating to the liability of the manufacturer for damage to persons and property derived from defects in its product and the general safety of products.

4.2 It is the Customer's responsibility before signing the sales contract to ensure that the products requested are suitable for the purpose and use for which the order was placed and comply with the applicable regulations in the place where the Customer intends to import them, distribute, sell or simply use them.

4.3 PNR Italia srl cannot, in any case, respond to circumstances, situations and needs of which it has not been made aware, nor to cases of improper use by the Customer.

4.4 The liability of PNR is however limited to the possible foreseeable damage at the time of the birth of the obligation and in any case may not concern damages attributable to an atypical use of the product or for uses not explicitly stated in the contract (e.g. food use without having requested a product for use in contact with food; use with very high pressures or temperature, etc.) or in any case that find connection with information and circumstances not previously communicated to PNR Italia srl.

4.5 In In case of alleged breach of contract, PNR will only be liable for reasonably foreseeable and typical losses for the contract in question. Further claims for further damages are excluded. In particular, no compensation will be due for indirect damages of any nature, for loss of income and damage resulting from interruptions of production.

ART. 5. DELIVERY TERMS AND DEADLINES, DIFFERENCES IN QUANTITY, TRANSFER OF RISK, PACKAGING AND DELIVERY

5.1 The delivery date agreed with the order confirmation shall be binding.

PNR Italia srl undertakes to promptly communicate the new delivery date in case of delay in the execution.

5.2 The agreed delivery period begins with the conclusion of the contract, except for the natural and consequent delay due to the complete receipt of the documents that the Customer is required to provide and any advances agreed.

5.3 The terms and deadlines of a delivery are observed when the delivery, complete or partial, is made available to the Customer (sent to the Customer or available to the Customer for its withdrawal) within the agreed delivery deadline.

5.4 PNR Italia srl is not liable for any impossibility or delays in delivery objectively attributable to force majeure and unforeseeable events and not dependent on his will and responsibility at the time of the conclusion of the contract (e.g. power cuts, delays in transport, strikes, bureaucratic measures, etc.) and reserves the right to extend the delivery period proportionately.

5.5 If these events are not transitory, PNR Italia srl reserves the right to reconnect the delivery date and/or to withdraw from the contract, without prejudice to the economic recognition for the part of the supply already delivered.

5.6 PNR Italia srl reserves the right to deliver even before the expiry of the delivery deadline and to make partial deliveries, provided that this does not unreasonably affect the interests of the Customer

5.7 The products will be packaged and prepared for shipment in the manner of packaging and protection generally adopted by PNR for its products and for the transport system defined. If the Customer requests the use of special packaging, he will have to make a formal request in the definition of the contract, assuming any additional costs.

5.8 In the case of products made exclusively at the request of the Customer, the quantity of pieces ordered may deviate from the request for reasons related to the production technology. In this case, we can make deliveries of slightly higher or lower quantities (maximum deviation +/- 2%) which will result in a proportional adjustment of prices.

5.9 For the activities of import or export, the Customer is obliged to supply to PNR Italia srl the documents and the necessary information, providing for the obtaining of all the permissions and certificates necessary to him for the fulfilment of the obligations towards us. In case of omission by the Customer, we reserve the right to terminate the contract with an appropriate extension or to claim damages for non-compliance.

5.10 In the case of withdrawal of the product by the Customer, directly or through the carrier commissioned by the customer, the risk and charges for all subsequent activities pass to Buyer at the time of withdrawal (Incoterms® Ex-works: EXW - Ex-works).

5.11 In case the delivery of the product is carried out by a carrier charged by PNR, the risk and charges for the management of the product pass to the Customer at the time of delivery (Incoterms® Ex-works: FCA - Free carrier Agreed place; CPT - Carriage paid to agreed place of destination; DAP - Return to agreed place of destination; DPU - Return not loaded to agreed place of destination). The Customer will be responsible for verifying and reporting damage to the packaging and/or any damage or shortages of products found on delivery, by placing a reservation in writing in the transport document, immediately informing the PNR Sales Department no later than 8 (eight) days from the date of receipt/availability of the products.

5.12 In all cases the risk, including the risk of confiscation, is transferred to the Customer at the time of delivery/making available of the product, including in the case of delivery to a carrier appointed by the customer. If the shipment is delayed for reasons attributable to the customer, the risk is transferred to the customer at the time of notification that the object of the supply is ready for shipment.

ART. 6. PRICES, PAYMENTS, COMPENSATION AND RETENTION RIGHTS

6.1 PNR Italia srl only accepts the billing methods provided for by current legislation with the refusal of informal methods of managing the relationship. All payments movements by customers must be traceable and implemented in the amounts, forms and modalities described in the contracts.

6.2 The prices, the methods of payment and delivery of the products, established in the purchase order and the subsequent order confirmation, are mandatory, except as provided in point 5.7 and the subsequent point 6.5. The transport costs, any bank charges, other costs applied to the payment and other expenses not specified on the order/ purchase contract are to be considered additional.

Orders of less than 150 € for standard products and less than 250 € for products on customer specification are not normally accepted. In the case of Customers with whom there is an ongoing and consolidated relationship, these limits are not enforced.

6.3 Price changes are not allowed compared to the agreement, unless renegotiated and enters into a new agreement in written form and signed by the Commercial Department of PNR Italia, always excepting the provisions of point 6.5 below.

The amounts of the invoices shall be payable within the agreed time limit. The regularity of payment shall be established on the basis of the crediting date to the destination account on the invoice.

PNR Italia srl reserves the right to make the delivery of the product subject to the advance payment of a deposit and/or the entire supply.

6.4 In case of late payment, after the appropriate clarifications and sought bonaire solutions, we will be entitled to demand default interest and recovery costs of the debt as provided for by Legislative Decree 231/2002 and the Civil Code. PNR Italia srl reserves the right to make any further supplies subject to full payment of past debts and to demand the recognition of damages attributable to late payment. The customer is obliged to compensate PNR for all damages resulting from the failure to perform the contract.

6.5 In the case between the date of conclusion of the contract and the delivery date there are price increases not dependent on PNR above 5% (raw materials, labour costs, transport, energy), PNR Italia srl reserves the right to increase unilaterally and proportionally the contractual price established if the period between the date of conclusion of the contract and the delivery date is more than 4 months, providing the Customer with explicit and detailed reasons.

6.6 If the price increase is higher than 10 percentage points, the Customer will have the right to withdraw from the contract, but keeping PNR indemnified from the expenses incurred at that date.

6.7 The Customer will not object to exceptions and/ or disputes aimed at delaying payment in default of payment of the supply (solve et repete).

ART. 7. OWNERSHIP OF DOCUMENTS, SAMPLES, ETC.

Any documents, samples and equipment supplied by Customers shall be the property of the customer and may not be copied, reproduced for external use and/or disclosed to third parties without express written permission from the Customer.

Projects, drawings, samples and all the intellectual property documentation of PNR Italia srl must in no way be disclosed or sold to third parties except with the explicit and formal permission of PNR Italia srl.

The tools used for the production of the supply object remain PNR property, even if the Customer is charged the pro rata costs of the latter.

If the products supplied are made on the basis of drawings, samples or other documents procured by the Customer, the Customer guarantees that these documents are produced or acquired legally and are free from the rights of third parties. In the event of a breach of the rights of third parties, the Customer shall assume the legal responsibility and the burden arising from any loss, damage, expense, including any legal fees, or other costs that are charged to us or incurred by us.

ART. 8. OWNERSHIP OF THE PRODUCT

8.1 All the goods supplied to the customer under the contractual agreements remain the property of PNR Italia until the Customer has satisfied all the contractual obligations and obligations of its own.

8.2 The ownership of the goods will therefore be transferred to the Customer only after PNR has received the full contractual payment, even if the risk of deterioration of the goods or the impossibility of performance passes to the Customer already with their delivery. The Customer is the guardian of the goods conferred, without the right to assign, install or deliver to third parties such goods, or to remove them from the place where they are placed unless with the prior written consent of PNR Italia srl.

8.3 The Customer is obliged to inform us immediately in writing of any access by third parties to the goods subject to retention of title or to the credits sold, pending or completed, providing us with the necessary documents for a possible intervention. The costs of the intervention, including any legal charges, will be borne by the Customer.

ART. 9. GUARANTEE OF CONFORMITY AND ACTIONS ON NON-COMPLIANT PRODUCT

9.1 PNR Italia srl guarantees that the products supplied are free from defects and nonconformity with respect to what has been formally agreed and acknowledges that any defects and non-conformity can be ascertained and notified to PNR Italia srl, respecting the time and conditions of validity indicated below.

9.2 The rights deriving from the warranty for defects are prescribed within 12 months from the delivery of the goods or from the transfer of risk (Art. 1495 C.C.).

9.3 The Customer is required to verify, after receipt and before use, that the goods delivered are in perfect condition and suitable in every respect to the intended use and is required to report immediately in writing any type of defect objectively found, any discrepancies in quantities and incorrect deliveries, within 8 days of delivery (Art. 1495 C.C.), and in any case before the products are subjected to other processing or installation.

9.4 If the non-compliance becomes apparent only after the installation of the product, the guarantee of conformity will apply only if PNR receives in writing from the Customer the report of non-compliance within 30 days from the date of installation of the product.

9.5 Nozzles within the range of +/- 10% on the flow rate and +/- 5% on the angle shall not be considered defective unless the Customer expressly requests a lower tolerance when requesting an offer, that must be approved and implemented in our subsequent order confirmation.

9.6 Requests for intervention under warranty shall be addressed to PNR with a report or complaint about the non-conformity found forwarded by email to the address quality@pnr.it

9.7. The Customer shall guarantee the opportunity to jointly verify the existence of the faults reported, taking care not to alter the product and the conditions of use, under penalty of forfeiture of the warranty.

9.8 The warranty PNR Italia srl does not extend to the suitability of the product provided for a purpose that deviates from the one intrinsic to the supply or otherwise explicitly stated in writing in the order.

9.9 The PNR warranty does not cover discrepancies or damages attributable to products stored, mounted or incorrectly installed, used for purposes other than those provided and communicated, tampered with or used in a manner that does not comply with the product instructions such as, by way of example and not exhaustive:

- operation at pressures higher than those indicated in the performance table published in the catalogue or in the product fiche;
- operation with, or exposure to, fluids containing abrasive particles that may cause erosive wear or substances that cause chemical aggression on the nozzle construction material;
- mechanical damage to the orifices, nipple or nozzle body caused by improper handling or assembly;
- subsequent processing that resulted in structural and functional alterations of the product.

9.10 In the face of complaints and complaints of non-conformity of its own proven responsibility (for manufacturing defects, packaging or incorrect labelling), PNR undertakes to implement all necessary measures (reworking or replacement) to resolve the non-conformity of its own responsibility and to bear the related costs and any costs related to the return of the product does not comply, without prejudice to the conditions of liability set out in art. 4.

9.11 In the absence of a resolution of the problem, the Customer may exercise the actions and remedies provided by law, subject to the operation of the above conditions.

9.12 The Customer undertakes to return to us, if requested, the defective products following repair or replacement. The transport costs for the additional specific execution are at our expense. The goods returned to us will return or remain, as the case may be, our property.



ART. 10. DATA PROTECTION AND CONFIDENTIALITY CLAUSE

The processing of Customer data by PNR Italia is in compliance with the provisions of Regulation D.lgs 196/03 and EU Regulation 2016/279. PNR Italia processes and uses the Customer's data exclusively in the context of the commercial relationship between the parties, to allow the implementation of contractual obligations and related administrative activities.

At the end of the current contract, the Customer's data is stored in such a way as to ensure its correct use in accordance with current legislation and, in the absence of subsequent contracts, deleted after the retention period provided for by law. Unless otherwise indicated by the customer, we reserve the right to use the customer's data for sending information materials (newsletters, catalogues, etc.), in compliance with the privacy policy and the consequent right of the customer to prevent its use at any time. The Customer undertakes to preserve the confidentiality of the technical, organizational and commercial data of which he may become aware in the relationship with PNR, whether or not such information is identified as confidential.

Consequently, the Customer is required to use this information only for the purposes set out in the sales contract and to take all necessary measures to ensure that its employees and collaborators do not disclose or misuse it, penalty of damages and termination of the contract ipso iure.

ART. 11. DISPUTES

PNR Italia promptly responds to the questions and complaints of the Customer, aiming at a substantive and agreed resolution of any disputes and considers fundamental, in the relationship with the customer, activate a clear and timely communication regarding the fulfilment of contractual commitments and any problems encountered.

PNR only uses litigation when, after having made the necessary attempts at clarification, its legitimate claims do not find due satisfaction in the interlocutor. For anything not provided for in the general conditions of purchase, the rules of the Italian Civil Code apply. The text of the General Terms and Conditions of Sale is written both in Italian and in English. In case of discrepancy, the Italian text shall prevail over the English text.

In case of litigation regarding the interpretation, execution and termination of the agreement deriving from the general conditions the competent court is Pavia (PV), Italy.

Customer: _____

Date: _____

Signature for acceptance: _____

These general conditions of sale and all the articles that compose it are understood accepted for "silenceassent" within 10 days from its notification, in case the customer does not ask us formally to agree other contractual modalities.

The Parties declare that they approve in writing pursuant to and for the effects referred to in Articles. 1341 and 1342 c.c. the contractual conditions as recalled below and to be understood as fully transcribed, art. 3.2. (conditions for exercise of the right of withdrawal), 3.2. (term of revocation exercise right of withdrawal) art. 3.3. (charges and expenses incurred by the customer as a result of exercising the right of withdrawal), art. 4.4 (limitation of liability); art. 4.5 (qualification and identification of damages), art. 5.4. (exclusion of liability for reasons of force majeure or otherwise not attributable), art. 5.5. (right of withdrawal in the event of nontemporary delay), art. 5.8 (variation of quantity and price in case of products made outside the catalogue), art. 5.9 (charges to be borne by the customer (retrieval of documentation) in the case of import/ export of the product), 5.11. (limitation period for alteration of packaging) , art. 5.12 (impossibility of the performance for delay of the customer), 6.5. (variation of the prices for increase of the raw materials) art. 6.6. (withdrawal of the customer for changes in the price of raw materials and allowances), art. 6.7 (solve et repete), 7 (prohibition of disclosure and obligation of confidentiality know how PNR), art. 8.1 (retention of title), art. 8.2 (transfer of the impossibility of performance) art. 9.2 (limitation period warranty rights for defects), art. 9.3 (limitation period for defects), art. 9.4 (notice of lapse for installed products), art. 9.5. (limits of tolerance defects and defects), art. 9.7 (contradictory verification of defects- forfeiture of warranty), art. 9.13 (obligation to return defective products), art. 11 (place of jurisdiction)

Customer: _____

Date: _____

Signature for acceptance: _____

