



GENERAL CONDITIONS OF SALE

All contracts executed by Frezza S.r.l. are subject to these general terms and sale conditions, which apply unless expressly derogated from by a specific written agreement. It cancels and replaces all previous ones. It does not constitute an offer and may be amended at any time. Should any clause of these General Conditions of Sale be null or ineffective, such nullity or ineffectiveness shall not extend to the remaining contractual clauses. In the event of any discrepancy between the Italian version and the English or French versions, the Italian text shall prevail.

1. PRICES

The listed prices are expressed in € and are net of VAT. At any time and at its sole discretion, Frezza S.r.l. reserves the right to make changes to the price list and to the general sales conditions, subject to prior notice to the customer.

Prices may be changed automatically, even for orders that have already been acquired, if the cost of raw materials or the cost of processing increases by more than 3% (three percent) in the period between the order confirmation date and the delivery date.

2. ORDERS

The Customer's orders are considered accepted by Frezza S.r.l. with the sending of the order confirmation. Orders must be placed only in writing directly by the Customer.

Orders are binding and irrevocable for the Customer and must be sent in writing to Frezza S.r.l..

Any change in the order must be made by written communication to Frezza S.r.l..

In case the Customer cancels the purchase, in addition to losing any amount paid in advance, he will have to pay Frezza S.r.l., as a penalty, pursuant to art. 1382 of the Italian Civil Code, an amount equal to 50% of the purchase price.

Frezza S.r.l. has the right to cancel already confirmed orders if it becomes aware of the Customer's failure to pay for previous ones.

The acceptance of metal structure orders only is subject to Frezza S.r.l.'s approval, and it's the Company's right to make variations to the commercial sale conditions such as discounts or price changes.

Orders for special products not included in the price list will be put into production upon receipt of the technical drawing signed for acceptance by the Customer.

3. PAYMENTS

All payments are to be made directly to Frezza S.r.l. or to its delegated representatives.

Terms and conditions are specified in the order confirmation. For no reason and under no title may the Customer defer or suspend payments beyond the agreed deadlines. In the event of non-payment, costs and interest on late-payments shall be applied at the bank's in effect rate plus 5 (five) percentage points, and the other orders in progress will be suspended or cancelled.

Notwithstanding Article 1193 of the Civil Code, each payment shall be charged to the oldest debt. Failure to pay a single due date shall result in the Customer forfeiting the benefit of the term for all due dates.

Advance payments are always non-interest-bearing.

Title retention agreement: pursuant to Article 1523 of the Civil Code, the acquisition of the ownership right by the customer is subject to a condition precedent, i.e. the payment of the full price agreed by the concerned parties.

For all products that are not included in the price list (known as special or oversized products), partial payment of 30% of the order's net amount is required before they are put into production, with the exception of marketed products for which full advanced payment is required.

4. DELIVERIES

The methods and costs of shipping, transport, customs duties and the like, as well as all related risks, are governed by the express will of the Parties by the INCOTERMS (Uniform Terms of the International Chamber of Commerce).

Confirmed delivery dates are automatically extendable if delays occur due to force majeure or unforeseeable circumstances or if the Customer does not comply with the payment terms. The date of delivery of the goods is agreed between Frezza S.r.l. and the purchaser.

Design
for evolving
Humans

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Subject to management and coordination activities
on behalf of We.Do Holding S.p.A.



At the same time the parties determine who is to make the delivery and who is to bear the relative costs. At any time the purchaser may obtain information on the progress of the execution of the contract.

The purchaser undertakes to notify and remove any obstacles or problems which make the delivery of the goods difficult or impossible, if it has to be carried out by the seller.

If the buyer requests from the seller a change in the delivery date, he shall make such request in writing.

The new delivery date, if accepted by the seller, does not change the payment terms originally agreed.

The delivery terms indicated in the order confirmation are not essential, and any delay does not entitle to terminate the contract, nor to claim any damage, sum or other compensation for non-compliance.

The delivery date coincides with the date of acceptance of the goods by the intended carrier.

The delivery is to be understood ex works. In Italian territory, delivery in intended carriage paid at the Customer's warehouse, which has to be suitable for receiving the goods, on truck, with "carriage paid up to the truck" delivery terms.

The delivery is intended as carried out, with the simultaneous transfer of ownership and risk, regardless of what is agreed in respect of the costs of transport, at Frezza S.r.l.'s plant or its deposits with the loading of goods on transport vehicles directed to the customer.

If the terms of sale are ex works, the goods travel at the risk and peril of the Customer, who, unless otherwise agreed, bears all costs and charges relating thereto, including customs duties and taxes of any kind and type. The payment of the transport by Frezza S.r.l. will not affect the transfer of the risk relating to the ownership of the goods sold, which remains with the Customer.

For ex-works sales, Frezza S.r.l. will refuse any charge, issued by forwarding agents or third parties, for the hours needed to load the goods, if the activities are carried out within 6 working hours from the time of registration of the arrival of the means of transport at the warehouse of Frezza S.r.l. (1 hour lunch break excluded). If the goods are not collected more than 5 working days after the agreed date, a regular invoice will be issued and the usual terms of payment shall apply. The customer will be charged for the storage costs of the stored goods, which shall amount to 50.00 euro per week per cubic meter. For amounts lower than 500,00 euros (net of discounts), a contribution of 35,00 euros for ITALY and 50 euros for FOREIGN COUNTRY will be applied.

If carriage paid delivery is decided, it is agreed that in case of faults, breakage or other defects arising from the transport, if reported within 8 (eight) days from the receipt, Frezza S.r.l., if possible, will arrange for free replacement and delivery of the faulty product in the time normally required or, alternatively, to credit the equivalent value where the customer has already paid for the faulty product. Any damage, compensation or other penalty due to any delay in delivery for the unavailability of the faulty product, remain specifically excluded.

In case of several orders, the total or partial non-payment of even one of them, authorizes Frezza S.r.l. to definitively suspend all deliveries or contracts in progress, except for further damages.

Should Frezza S.r.l. be prevented from complying with the delivery terms due to delays or non-deliveries of its suppliers, errors and/or delays and/or defaults in deliveries by transporters, interruption or suspension of transport or energy, unavailability or scarcity of raw materials, strikes or labour unrest, as well as any other unforeseeable event, the commencement of the terms shall be suspended from the day Frezza S.r.l. notifies the Customer of the impediment.

The goods travel in loose packages. Different types from the standard must be requested and agreed upon in advance. The request of packaging on pallets will have an additional cost of 20 euros per 1,5 M³ of goods.

5. COMPLAINTS

Upon delivery, the purchaser must inspect the received goods. If the purchaser discovers any lack of conformity with the existing contract at the time of delivery, he shall notify the seller in writing within 08 (eight) days of discovery. In the event of non-conformity, payment of the price may be suspended to the extent of the value of the items that aren't in conformity with the contract. The seller is not obliged to pay compensation for direct or indirect damage caused by the shipment of goods that are faulty or do not conform to the order.

The liability is limited to replacing the faulty product within the shortest possible time.

If the sale is effected carriage free, any damages resulting from transportation, lack of packages or goods handling are to be pointed out to the carrier upon delivery and indicated on the delivery documents. Complaints relating to transport will be notified in writing to FREZZA S.r.l. within 8 (eight)



days from the delivery, and after that period, any claims related to transportation are considered invalid. FREZZA S.r.l. does not accept complaints due to misuse of the product or resulting from improper installation.