

## **GENERAL CONDITIONS OF SALE LEHVOSS Italia (2025/01/01)**

**These General Conditions of Sales include limitations or exclusions of liability.**

### **1. Contractual regulations**

The general conditions, without prejudice to amendments or derogations agreed in writing, govern all the sales agreements between LEHVOSS Italia and the Customer.

Any convention entailing a derogation and/or supplement to the wording of these General Conditions of Sale shall only be valid if drawn up in writing and expressly approved by both parties.

The invalidity of one or more clauses of these General Conditions of Sale shall not affect the validity of the entire General Conditions of Sale.

### **2. Orders**

All Orders received must be sent by letter or email or fax or must be expressly accepted by LEHVOSS Italia in writing. Orders taken by agents of LEHVOSS Italia shall only be considered finalised when the order confirmation has been sent by LEHVOSS Italia (ENTER CURRENT HEAD OFFICE). Any special purchase clause or condition stated in the Customer's order that is in contrast with the General Conditions of Sale shall be considered null and void.

### **3. Conclusion of the Agreement**

LEHVOSS Italia's offer does not constitute an Agreement proposal pursuant to Article 1326 of the Italian Civil Code and therefore is not in any case binding for LEHVOSS Italia, but merely provides an indication of its willingness to supply the various products at prices current at the time of dispatch of the offer and therefore subject to any subsequent changes. With regard to the Orders, it is understood that, together with the order confirmation shall send the Customer these General Terms and Conditions of Sale to be considered an integral part of the order confirmation and the Customer shall return them signed with the order confirmation, thus concluding the agreement.

### **4. Deliveries**

Even if the goods are sold "carriage paid" to destination or to the buyer's domicile, they travel at the buyer's own risk and any liability of LEHVOSS Italia terminates upon consignment to the carrier against which the Customer – after carrying out appropriate checks – must lodge any complaints. Consignments by land or by sea, for foreign supplies, are made in accordance with the conditions chosen from time to time and stated in the INCOTERMS 2020 approved by the International Chamber of Commerce.

### **5. Delivery Times**

The time established for delivery of the goods must be considered to be for the benefit of both contracting parties, without prejudice to the inclusion of special clauses, it must usually be considered purely indicative and not essential and LEHVOSS Italia cannot therefore be considered liable for damages or for any penalty arising from a late delivery. LEHVOSS Italia reserves the right to make partial deliveries with consequent issue of invoices to be paid at the due dates agreed in the order confirmation. The delivery of a quantity of products that is lower than the quantity ordered does not release the Customer from the obligation of accepting the delivery and paying the delivered products. Unless otherwise expressly agreed in writing, LEHVOSS Italia's execution of the order after the established delivery times shall not entitle the Customer to request termination of the agreement.

### **6. Packaging**

Unless otherwise agreed, the return of packaging shall not be accepted and packaging shall be charged at cost. If, by way of exception, the return of packaging has been authorised, acceptance shall be subordinate to the fact that the packaging is in good condition and is delivered without additional expense.

## **7. Return of goods**

- a) Any return of goods must be subject to the prior written authorisation of LEHVOSS Italia.
- b) Under no circumstances shall products that have been tampered with, damaged or incorrectly used be accepted.
- c) Products that are found not to comply with the standard specifications and/or to be in the conditions referred to in point b) shall be returned to the Customer at his expense.

## **8. Payments**

All invoices must be paid to LEHVOSS Italia Vial Italia n. 2 Origgio (VA) and always by the deadline specified in the order confirmation.

LEHVOSS Italia reserves the right to issue bank receipts and/or drafts without this constituting a derogation from para. 3) of Art. 1182 of the Civil Code.

A delay in payment, even partial, of the invoices of LEHVOSS Italia after the agreed due date shall give rise to immediate application of the statutory default interest established by Italian Legislative Decree 231/02 and subsequent amendments.

Furthermore, failure or delay in payment of invoices for any reason shall entitle LEHVOSS Italia, without prejudice to any other initiative, to consider the agreement suspended and to cancel the execution of any other orders in progress pursuant to Article 1460 of the Italian Civil Code, or to consider the agreement definitively terminated, without the buyer being entitled to bring claims for compensation, indemnity or anything else.

## **9. Suspension of Delivery and contractual termination**

LEHVOSS Italia reserves the right to suspend deliveries if the Customer fails to make even a single payment by the due date. After the conclusion of the Contract, if the Customer's economic conditions change as a result of bill protests and/or executive executions on the Customer's assets and/or bankruptcy proceedings or business crisis procedures initiated against the same or by the same, in addition to what is specified in the preceding paragraph (right to suspend deliveries), LEHVOSS Italia reserves the right to terminate the contract and provide notice of forfeiture of the benefit of the term pursuant to Art. 1186 of the Civil Code, also requesting the immediate payment of overdue invoices by written communication by e-mail or PEC or by registered letter with return receipt.

## **10. Prices**

The sales prices are calculated as stated in Article 4 and do not include VAT. Any other service must be agreed and shall be specifically charged. LEHVOSS Italia reserves the right to amend the price lists of its products in the event of increase in the procurement costs or in other costs relating to the purchase price of the Products.

LEHVOSS Italia S.r.l.

## **11 Warranty**

All the information concerning the suitability, processing and use of the products sold, the technical advice and other information are provided to the best of LEHVOSS Italia's knowledge and do not exonerate the buyer from the obligation to conduct his own checks and tests. Only the information expressly specified and confirmed as such in LEHVOSS Italia's order confirmation shall be considered warranted.

LEHVOSS Italia warrants that the goods sold are free from defects in material and workmanship, providing its Customer with the same guarantee as it in turn received from the original manufacturers.

The Customer must provide written notice of the existence of any defects in the products delivered within 8 (eight) days of their discovery to LEHVOSS Italia and, at the latest, before the start of processing of the Product.

If the original manufacturer provides a longer warranty period, LEHVOSS Italia shall in turn warrant the Product for a longer period at the Customer's specific request, without prejudice to different agreements reached with the Manufacturer.

If LEHVOSS Italia establishes that the Product is defective, LEHVOSS Italia hereby reserves the right to return to the Customer the amounts received for the sale price of the Products. Any transport costs shall be borne by the Customer. LEHVOSS Italia is not obliged to provide assistance under this article to repair damage caused by incorrect use of the goods or by their connection to unsuitable equipment.

LEHVOSS Italia is not liable for damage arising from and/or associated with unforeseeable circumstances that are beyond LEHVOSS Italia's control.

## **12. Force Majeure**

LEHVOSS Italia shall not be liable, excepting in the case of gross negligence, for failed execution of the Agreement and/or for any delay in fulfilling its obligations under these General Conditions of Sale and the Customer shall not be entitled to request termination and/or compensation of damage when this arises : (a) from causes that cannot be reasonably attributed to LEHVOSS Italia, (b) from the need to comply with laws, regulations, orders, acts or requests with rights of precedence of any state, civil or military authority, or their dependent bodies or organisations, (c) from actions or omissions of the Customer and/or from causes of *force majeure*, such as, purely by way of example, fires, floods, adverse weather conditions, strikes or similar demonstrations, pandemics, lock-outs, closure or modification of the factory, embargoes, wars, civil commotion, transport delays or deficiencies, impossibility of procuring labour or material from the usual sources of LEHVOSS Italia or other similar causes.

## **13. Privacy Policy pursuant to GDPR n. 679/2016 and Italian Legislative Decree 101/2018 and subsequent amendments**

Pursuant to and for the purposes of GDPR n. 679/2016 Italian Legislative Decree 101/2018 and subsequent amendments, the Customer declares that he has been provided with detailed and comprehensive information from LEHVOSS Italia pursuant to Articles 13 and 14 of the mentioned GDPR on his rights and accordingly grants his unconditional consent to the processing, communication and dissemination of his personal data even in non-EU countries. The Data Controller is LEHVOSS Italia S.R.L. administrative headquarter in Viale Italia 2, 21040 Origgio, (VA).

## **14. Jurisdiction and Competent Court**

The Agreement is governed by Italian law. The competent judicial authority for any dispute arising from the interpretation and execution of the agreements for sale of the Products. shall exclusively be the Court of Milan.

## **15. Communications**

Any communication addressed from one party to the other relating to these General Conditions of Sale must be sent in writing (by hand, email, fax or priority mail) to the registered office of each party, where each one provides their address for service.

## **16 Declaration according to Legislative Decree 231/01**

The Customer declares that he/she is aware of the prescriptions contained in the Code of Ethics (the "Code of Ethics") adopted by LEHVOSS Italia S.r.l. (which can be consulted and downloaded from the website [www.lehvoss.it](http://www.lehvoss.it)), which is considered an integral and substantial part of the contractual conditions of purchase, and declares that he/she accepts them in full and specifically pursuant to and in accordance with Articles 1341-1342 of the Civil Code, refraining from conduct contrary to them.

Failure by the Customer to comply with the commitment assumed in this article determines a serious breach of the purchase order and constitutes grounds for legal termination thereof pursuant to and for the purposes of Article 1456 of the Civil Code.

The Customer acknowledges that LEHVOSS Italia S.r.l. has adopted an Organisation, Management and Control Model (which can be consulted and downloaded from the website [www.lehvoss.it](http://www.lehvoss.it)), in application of Legislative Decree 231/01 and subsequent amendments and additions (the "231 Model"), which it declares having read.

The Customer undertakes, to all effects of law, to perform its activities in compliance with the principles indicated in the "231 Model" and, in general, in compliance with the laws in force of the general principles of fairness and transparency. In the event of breach of the obligations under this article by the Customer, LEHVOSS Italia S.r.l. reserves the right to withdraw from the purchase order, without prejudice to any claim for damages.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, after reading the rules contained in these General Conditions of Sale, the Customer declares that he specifically accepts the following articles: Article 3 (Conclusion of the Agreement); Article 4 (Deliveries); Article 5 (Delivery Times); Article 9 (Suspension of Delivery and contractual termination) Article 11 (Warranty) Article 14 (Jurisdiction and Competent Court) Article 16 Declaration according to Legislative Decree 231/01