



## GENERAL TERMS OF SALE

### 1 – SCOPE OF APPLICATION OF GENERAL CONDITIONS

1. These general terms and conditions shall govern all present and future relations between the parties in relation to the supply of parts, equipment, hydraulic and pneumatic systems, as well as products in general from AS Aston Seals s.p.a. (the "Products"). The General Terms may be derogated – also in respect of specific provisions - only by virtue of a document undersigned by the Supplier and included in the Supplier's written confirmation of acceptance of the order.
2. Unless they have been specifically approved in writing by AS Aston Seals s.p.a. (hereinafter, "Supplier"), general or special conditions differing from the General Terms and recalled or referred to by the purchaser (hereinafter, "Purchaser") in its communications to the Supplier shall be considered void.

### 2 – CONSTITUTION OF THE CONTRACT

1. The supply contract between the Supplier and the Purchaser shall take effect upon the Supplier's written confirmation of acceptance of the order.
2. Nevertheless, if the conditions indicated in the Purchaser's order differ from the General Terms of the Supplier, the latter shall count as a new proposal and the contract shall be deemed as effective at the time the Purchaser begins the performance of the contract or accepts the products without express written reservation.
3. Any Supplier's offer shall be considered valid within the timeframe indicated on the selfsame offer and exclusively for the full supply of the quantity quoted. In the absence of express indication of the duration of the Supplier's offer, the offer shall be considered expired and non-binding for the same after 30 days from the date the offer was delivered to the Purchaser, unless expressly stated otherwise by the Supplier.

### 3 - TECHNICAL DETAILS, DESIGNS AND DOCUMENTS PERTAINING TO SUPPLY

1. The Supplier's data and illustrations from catalogs, brochures, circulars or other illustrative documents are approximate and for general reference only. These data are not binding unless expressly mentioned as such in the Supplier's confirmation of acceptance of the order.
2. The Supplier reserves the right to make changes to its products at any time as it deems appropriate, informing the Purchaser if changes affect the installation.
3. If the Purchaser proposes changes to the products, the same changes will become accepted and effective only upon full written agreement between the parties accepting the changes, the changes that these modifications may cause to prices and delivery periods previously established. Prices may also vary if the quantities ordered are reduced or a more urgent delivery is required in respect to what has already been agreed.
4. The Purchaser expressly agrees not to use, for reasons other than those provided in the supply contract, the designs, technical information, and discoveries related to the supply, which remain the property of the Supplier and which the Purchaser cannot disclose/deliver to third parties or reproduce without Supplier's written permission.
5. In any case, all know-how pertaining to the Supplier, in any way or form communicated to the Purchaser, shall be deemed as confidential and, consequently, kept secret from third parties, unless Supplier has agreed otherwise in writing in advance.
6. The Purchaser is required to inform the Supplier, in the pre-contractual phase, of the existence of any specific regulations to be observed in the country of final destination of the merchandise to be delivered.

### 4 – EXCLUSIONS

1. Unless otherwise agreed in writing, the following are not included in the delivery: the system design, installation of equipment supplied, specific tests, manuals and training courses, start-up assistance and all services and charges not mentioned in the Supplier's written acceptance of the order.
2. Likewise, packaging costs, taxes, stamp duties, customs fees, duties and any other additional charges are not included in the price unless otherwise evident from the Supplier's written confirmation of order acceptance.

### 5 – DELIVERY

1. Unless otherwise agreed, the supplies are intended for merchandise delivered ex works, without packaging.
2. With the remittal of materials to the Purchaser or to the carrier, the Supplier is released from liability for the delivery. All risks for the material itself shall pass to the Purchaser, even in the event that the Supplier is responsible for the shipment or installation on site.
3. Delivery times are approximate and are calculated in terms of working days.
4. Unless otherwise agreed by the parties, the terms of delivery shall take effect from the time of the contract's conclusion, unless the Purchaser is required to pay and advance payment, in which case the validity of the delivery terms is suspended for as long as had not been provided for.
5. The delivery terms will be automatically extended:
  - a) if the Purchaser fails to provide in a timely manner the data or materials necessary to the supply, or requests variations in the course of execution, or delays in responding to requests for approval of designs or executive schemes;
  - b) if causes out of the control of the good intentions and diligence of the Supplier – including sub-Suppliers' delays – prevent or make an on-time delivery excessively expensive.
6. In the event that the Purchaser is not in compliance with payments concerning Supplier's other deliveries, the validity of the terms of delivery is suspended and the Supplier may delay delivery until the Purchaser has paid the sums due.
7. The terms of delivery are established in favor of the Supplier: Therefore, the Purchaser may not refuse to accept delivery of the products carried out before the date established.
8. Except as provided for under art. 12, in the case of the Purchaser's failure to accept products, whether on its own part or for reasons otherwise beyond the control of the Supplier, the Purchaser shall bear the risks and costs of their safekeeping.

### 6 – TESTING AND ASSEMBLY

1. Special testing, which may be provided for in the written confirmation of order acceptance, will be performed at the Purchaser's expense in the establishment designated by the Supplier.
2. Installation and testing work, if required, will be performed by the Supplier at the Purchaser's expense.

### 7 – TERMS OF PAYMENT

1. Unless otherwise agreed, the Purchaser must make payments to the Supplier within the deadlines set in the written confirmation of order acceptance, at the offices of the Supplier or at the bank indicated by the Supplier: in case of delay, the Purchaser will be required to pay interest for late payment, which will be counted as a full right, without the need for formal notice, to the extent of the official bank rate ("tasso ufficiale di sconto") in force in the Supplier's country increased by three points, reserving the Supplier's right in each case to claim compensation for major damage and termination of the contract pursuant to law and/or art. 12.



## **8 – GUARANTEE**

1. The Supplier guarantees the conformity of the products supplied, meaning that the products are free from defects in materials and / or workmanship and are in conformity with what is established in the specific contract agreed to by the parties.
2. The warranty period is for twelve months starting from the delivery of the product. For product or part replacement, the warranty begins from the day of replacement.
3. The Purchaser, no later than 8 days after delivery for obvious defects and not later than 8 days after discovery for those hidden, must report in writing the existence of the defect. Under such condition, the Supplier, within the period provided above under 8.2. will, at his choice - repair or replace the products or parts found to be defective. The Supplier shall only be required to replace or repair defective products to the exclusion of any other warranty, performance and liability for damages of any nature suffered by the Purchaser. In particular, the Supplier will not be responsible for any loss of profit, or for delay in delivery of the Purchaser's work, or for costs associated with installation or removal of the defective goods.
4. Replacements or repairs are usually made ex-works: all costs and risks for transporting defective products shall be borne by the Purchaser. However, if the Supplier, in agreement with the Purchaser, deems it more appropriate to perform the work required to replace or repair at the Purchaser's premises, the Purchaser shall bear all travel and living ordinary expenses for technical personnel made available by the Supplier, and shall provide all the means and support staff necessary to perform the work in the most timely and safest way possible.
5. The return of non-conforming merchandise must always be authorized. Materials returned must be shipped at the Purchaser's risk. At the return, the selling price will be deducted from the costs incurred by the Supplier.
6. No warranty is granted whenever the products have been assembled or used incorrectly or have received inadequate maintenance or have been modified or repaired without the consent of the Supplier. The Supplier is not liable, moreover, for the inconformity of products due to normal use of parts by nature subject to rapid and continuous use.

## **9 – SUPPLIER'S LIABILITY**

1. The Supplier is exclusively responsible for the smooth functioning of all products supplied, in accordance with the characteristics and estimates expressly indicated by the Supplier itself.
2. The Supplier does not, however, assume any responsibility for any malfunctioning of any machine or system manufactured by the Purchaser or by third parties with the Supplier's hydraulic or pneumatic components, even if the individual pneumatic equipment were mounted or connected in accordance with the plans or designs suggested by the Supplier. On this regard, the Purchaser affirms and acknowledges that the Supplier is not aware – nor is it bound to become aware - in detail, even if formally stated by the Purchaser, of the actual use the Products shall be destined to, nor of the complete application parameters of the Products.
3. Moreover, in order to determine the suitability of the Products for the specific purpose pursued by the Purchaser, the Purchaser expressly acknowledges to the Supplier that it is the exclusive responsibility of the Purchaser itself to duly investigate the sealing solution in the installed state, as well as in the specific application, regardless of the possible support rendered by the Supplier. Specifically, as the sealing function relies on the whole system, Supplier cannot guarantee that the Products are suitable for the specific application pursued by the Purchaser.
4. In each case, outside of the assumptions governed by D. Lgs. The 6 September 2005 no. 206 (Consumer Code), and subject to the provisions of art. 1229 of the Civil Code, the Purchaser may not

claim compensation for indirect damages, loss of profits, or loss of production, nor claim as compensation amounts exceeding the price of the merchandise supplied.

## **10 – EXPORT**

1. 10.1 – The Purchaser agrees and undertakes that:
  - a) it will not use the Products for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause the Supplier to be in breach of financial or trade sanctions imposed against Iran or any other destination;
  - b) it will not export, re-export, re-sell, supply or transfer the Products to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the Products are likely to be used for the purposes set out in lit. a.) above;
  - c) it will comply with all applicable export and sanctions laws;
  - d) it will include the same terms in its dealings with its customers;
  - e) it agrees to fully indemnify the Supplier for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against the Supplier arising out of or in connection with any breach of this section whether such breach occurs directly or indirectly, with or without the knowledge of the Supplier.

## **11 – TITLE RETENTION**

1. The Supplier retains ownership of products supplied until effective payment of the whole price by the Purchaser, who assumes risk for the products from the moment of delivery to the carrier.

## **12 – EXPRESS TERMINATION CLAUSE AND TERMINATION CONDITIONS**

1. The supply contract will be terminated pursuant to art. 1456 of the Civil Code by a simple written communication by the Supplier of their intention to invoke this termination clause, if the Purchaser:
  - a) misses or delays payments over 30 days past the due-date, regardless of the quantity of the amount not yet paid;
  - b) delays or fails to accept delivery of products within the scope of the terms provided for in art. 5;
  - c) does not observe the obligations banning the use of documentation and information provided by art. 3.
2. The contract will be terminated in the event that the Purchaser enters into voluntary liquidation or is subject to any insolvency proceeding.

## **13 – WITHDRAWAL**

1. The purchaser shall have the right to terminate the contract without notice in the event that that Purchaser reduces the guarantees given or does not provide the guarantees promised.

## **14 – APPLICABLE LAW**

1. All supply contracts, including those executed with Purchaser located in foreign countries, shall be governed by these General Terms and Italian law only.

## **15 – JURISDICTION**

1. All disputes concerning the performance, interpretation, validity, termination or nullity of contracts between the parties shall be settled exclusively by the Court of Modena (Italy) (exclusive jurisdiction).

## **16 – PRIVACY**

1. Pursuant to Article 13 of General Data Protection Regulation 2016/679 (hereinafter "GDPR"), we inform you that for the establishment and execution of contractual relationships in

progress, AS Aston Seals s.p.a. (hereinafter "Aston Seals") is in possession or may subsequently become aware of information referring to you.

The Data Controller is AS Aston Seals s.p.a. with registered office in Via San Giacomo 43 - 41012 Carpi (MO) Italy. Email: [info@astonseals.com](mailto:info@astonseals.com).

The following personal data may be processed: personal details, contact details (email addresses and telephone numbers), payment details, accounting data, tax data, commercial data and any other personal data useful for pursuing the purposes indicated below. Personal data will be processed by Aston Seals for the following purposes:

- a) fulfillment of legal obligations and execution of the contract of which you are a party: fulfillment of obligations towards the financial administration of the State, accounting and administrative management, management of existing commercial relationships and any litigation;
- b) sending information communications, by e-mail, on initiatives carried out by Aston Seals, invitations to events or fairs and carrying out surveys aimed at assessing the degree of customer satisfaction (so-called customer satisfaction).

The processing activities are legitimized by the following legal bases:

- for the purposes referred to in point a), the legal basis is the execution of a contract of which you are a party or the execution of pre-contractual measures adopted at your request. The provision of the requested information is necessary to fulfill the legal and contractual obligations, therefore any refusal to provide them will make it impossible for the Controller to execute the contract itself;
- for the purposes referred to in point b), the legal basis is the legitimate interest of the Data Controller to use the e-mail provided by you to inform you about the main initiatives implemented by Aston Seals and to assess the degree of satisfaction with its products and services. Please note that you have the possibility to object this last process at any time, easily and free of charge, by writing to the email address: [info@astonseals.com](mailto:info@astonseals.com).

The information systems and computer programs used by the Data Controller are configured in such a way as to minimize the use of personal and identification data. Your data will be processed and stored for the time necessary to carry out the administrative, accounting and tax purposes relating to the existing contractual relationship and for the fulfillment of the related obligations established by law. With reference to the sending of information communications from the Data Controller, the data will be stored until your possible exercise of the right to object.

Your personal data will be processed by appointed personnel, appropriately instructed and operating under the authority and responsibility of the Data Controller. Some of the information may be communicated to the subjects indicated below:

- Public Bodies (Tax offices and other bodies)
- Law firms or consultancy firms to which the Data Controller has given a specific mandate;
- Assistance and maintenance companies of computer systems or suppliers of computer storage systems;
- Other subjects or companies that carry out activities instrumental to the purposes indicated above on behalf of the Data Controller.

The data may also be communicated to the companies of the group. These communications, carried out in the legitimate interest of the corporate group to share data and information, unify tools and procedures used in the processing, when carried out outside the European Union are carried out in full compliance with any guarantee provided for by the data protection legislation and ensuring adequate protections to the Data Subjects by means of the requirements set out in Chapter V of the GDPR.

The detailed list of all recipients is available at the headquarters of the Data Controller and will be provided at your request by writing to the following e-mail address: [info@astonseals.com](mailto:info@astonseals.com).

We also inform you that, with regard to the data themselves, you, as a Data Subject, can exercise at any time the rights provided for in Chapter III of the GDPR. In particular, you have the right to ask the Data Controller for access, rectification, erasure, integration of data concerning you. You can also request the limitation of processing; to receive the data in a structured, commonly used and machine-readable format; to object in whole or in part the use of the data as well as to exercise the other rights recognized to you by the applicable regulations.

These rights can be exercised by writing to the addresses indicated above.

Pursuant to art. 77 of the GDPR, moreover, you have the right to lodge a complaint with the Supervisory Authority in the event that you believe that the processing violates the aforementioned GDPR.