



GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale apply to the contractual relationships between Miselli S.r.l. (tax code/VAT no. 00178200358), with registered office in Reggio Emilia (RE), Via Caduti delle Reggiane no. 46/48, hereinafter referred to as the "SELLER", and its customers purchasing goods produced by it, hereinafter referred to as the "BUYER". The terms and conditions set out in specific offers or order confirmations of the SELLER shall prevail in the event of any differences or conflicts with those contained herein. Any different or additional conditions contained in the BUYER's order or in any other document issued by the BUYER shall not be considered valid unless expressly accepted in writing by the SELLER.

1) ORDER CONFIRMATION

Purchase orders must be sent to the SELLER in writing and shall be binding for the SELLER only upon written confirmation by the SELLER and according to the terms and conditions set forth in such confirmation, together with those indicated in these general terms and conditions of sale and in the offer. The SELLER's order confirmation shall be deemed accepted by the BUYER unless written objections are received within seven days from when it was sent to the BUYER. In the absence of objection, the order shall be executed and the prices and general conditions of sale shall be deemed accepted.

Any other specific methods of contract formation differing from the above remain valid.

2) DELIVERY

Products shall be delivered to the BUYER EXW Incoterms 2010 at the SELLER's warehouse in Reggio Emilia (RE), Via Caduti delle Reggiane no. 46/48.

Delivery dates are indicative only and not essential; therefore, failure to meet them does not entitle the BUYER to terminate the contract and/or claim damages, whether direct or indirect, or request compensation. Events preventing and/or delaying delivery (including but not limited to strikes, lockouts, fires, delays in raw material supply, energy shortages) shall be considered force majeure events not attributable to the SELLER, who shall not be held liable for delayed or failed delivery. Any changes requested during production release the SELLER from the agreed deadlines, which shall be extended by at least the same period originally agreed for the supply.

3) QUALITY CONTROL

Before delivery, the goods are subjected by the SELLER to quality control in accordance with internal procedures compliant with ISO 9001:2015 standards relating to company certification processes.

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4) WARRANTY

The Products must comply with the technical specifications communicated by the SELLER to the BUYER and must be free from any defect attributable to the SELLER (for example, the SELLER shall not be liable for improper storage, applications, or subsequent processing of the products).

The warranty period is one year from the delivery date. To benefit from this warranty, the BUYER must inspect the Products immediately upon delivery and report any defects in detail and in writing within fifteen days from delivery, or in the case of hidden defects, from discovery (and in any event within the warranty period). Within the same fifteen days, the BUYER must also verify compliance with the order and report any discrepancies regarding quantity, type, or nature of goods.

After this deadline, the goods shall be deemed fully accepted, and no claims may be raised.

5) CLAIMS

In case of non-conformity or alleged defects reported within the above fifteen-day term, the BUYER must specify the issue in detail. The contested goods must be made available to the SELLER's representatives for inspection. The BUYER is strictly prohibited from taking any action without prior agreement with the SELLER. If defects covered by warranty are confirmed, the SELLER shall fulfill its obligations exclusively by replacing defective Products as instructed, and not by paying additional costs (e.g., labor costs). Delivery and return costs for warranty interventions shall be reimbursed or borne by the SELLER only if the Products are actually defective. Given the exclusive nature of this remedy, the SELLER shall not be liable for any further costs or damages suffered by the BUYER. Replacement shall not occur if the BUYER does not immediately stop processing the disputed goods.

6) PRICES

Prices are deemed accepted in the absence of objections within seven days of receipt of the order confirmation or, in any case, upon conclusion of the contract.

7) TECHNICAL DATA

The SELLER reserves the right to change dimensions (expressed in mm) in the technical catalogue without prior notice.

In the case of substantial modifications affecting product functionality, the SELLER shall inform customers prior to shipment.

8) PAYMENTS

Unless otherwise agreed, payments must be made exclusively at the SELLER's premises, under the terms indicated in the order confirmation or otherwise communicated.

The BUYER may not suspend payments or raise objections (including claims) before full payment of disputed Products, nor make deductions unless previously agreed in writing.

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In case of delayed payment, the SELLER may suspend deliveries under any contract. Payments received may be allocated to any outstanding debt regardless of the BUYER's instructions.

9) DEFAULT INTEREST AND LEGAL EXPENSES

In case of late or incomplete payment, default interest pursuant to Article 5 of Legislative Decree no. 231/2002 shall automatically apply, without formal notice, including the applicable surcharge, plus reimbursement of legal costs incurred for debt recovery.

10) RETENTION OF TITLE

The SELLER retains full ownership of the Products until full payment is received.

In case of installment payments, the sale is subject to retention of title under Article 1523 of the Italian Civil Code. Failure to pay even a single installment allows the SELLER to terminate the contract and retain payments already received as compensation.

11) SUSPENSION OR CANCELLATION OF ORDERS

The SELLER reserves the right to suspend or cancel orders in whole or in part in case of BUYER default or deterioration of its financial condition, or to require advance payment guarantees.

12) RETURNS

Returns are accepted only with prior written authorization from the SELLER.

Goods must be returned in perfect condition, in original packaging, with return documentation, carriage paid, at the BUYER's expense and risk.

13) FORCE MAJEURE

The SELLER shall not be liable for failure to perform due to events beyond its control, including natural disasters, war, strikes, embargoes, transport disruptions, etc.

Delivery dates shall be extended accordingly, and the SELLER shall also be entitled to a reasonable extension.

14) PRIVACY

The SELLER undertakes to process personal data in compliance with Legislative Decree 196/2003 and EU Regulation 2016/679 (GDPR), adopting appropriate technical and organizational security measures. Data shall be retained only as long as necessary. At the end of the business relationship, data shall be deleted, subject to legal obligations.

The BUYER has the right to access, rectify, erase, restrict processing, object to processing, and data portability, and to lodge a complaint with the Data Protection Authority.

Requests can be sent to the SELLER's contact details and will be answered within 30 days.

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15) JURISDICTION AND APPLICABLE LAW

All disputes arising from contracts governed by these terms shall fall under the exclusive jurisdiction of the Court of Reggio Emilia and be governed by Italian law.

Pending disputes do not release the Parties from fulfilling their obligations.

By issuing and receiving the order confirmation, or upon any other form of contract conclusion, the BUYER unconditionally accepts the above clauses.

We remain at your disposal for any clarification.

Kind regards,

Miselli s.r.l.

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