

## GENERAL CONDITIONS OF SALE (GCS)

### 1. PREMISE

- 1.1. The following general conditions of sale (“GCS”) shall fully apply to every order and to all sales of products and services by the company SGM LEKTRA S.r.l., with registered office in Via Papa Giovanni XXIII n. 49 – 20053 Rodano – MI - Italy, VAT number 03676390150.
- 1.2. “Purchaser” means any natural and/or legal person that acts in the exercise of their entrepreneurial, commercial, artisanal or professional activity. As a result, application of any regulation applicable to consumers to the contractual relationship between the Purchaser and SGM is excluded.

### 2. PRE-CONTRACTUAL NEGOTIATION, ORDER AND CONCLUSION OF THE CONTRACT

- 2.1. SGM shall send the offer for acceptance by the Purchaser.
- 2.2. Any order designed by the Purchaser is subject to written acceptance (so-called Order Confirmation) by SGM and implies the acceptance of its GCS.
- 2.3. After seven (7) days from the date of the Order Confirmation, what is written is considered implicitly accepted and therefore, cancellation thereof shall no longer be possible.

### 3. PRICE AND PAYMENTS

- 3.1. Payment shall be made, unless otherwise agreed in writing, according to what is indicated in the Order Confirmation, by collection order (CO), bank transfer at the banking institution indicated by the Seller or by direct remittance.
- 3.2. In case of late payment, the Purchaser shall be charged with the default interest in accordance with Legislative Decree (D.Lgs.) n. 231/2002 and subsequent amendments. The interest will be invoiced and must be paid upon issuance of the invoice by the Seller.

### 4. SHIPPING

- 4.1. In case of payment upon receipt of the Order Confirmation (advance payment), the delivery date shall be calculated from the date of receipt of payment.
- 4.2. The goods travel at the risk and peril of the customer even if sold carriage paid.
- 4.3. Any compensation for delay or non-delivery is excluded.
- 4.4. The Seller shall not be considered liable for any delay caused by force majeure (is rendered impossible or unreasonably onerous due to an impediment beyond reasonable control such as strikes, boycotts, lockouts, fire, war (whether declared or not), civil war, riots and revolutions, requisitions, embargoes, power failures, delays in delivery of components or raw materials, problems regarding supply of the materials, traffic blocks, etc. - even if these involve subcontractors)
- 4.5. Partial deliveries are allowed to the extent that they are reasonable for the Purchaser and require payment of the relative price.
- 4.6. In the case of apparent damage to the packaging, it shall be necessary to check the condition of the Products contained therein and to report any anomalies immediately to the freight forwarder, before the Products are collected. If the Products are visibly damaged, the Purchaser must refuse the delivery and promptly notify the Seller in order to start the insurance claims.