

## HME Brass Italy S.p.A.

### GENERAL SALE CONDITIONS

- 1. Orders.** Any offer made HME Brass Italy S.p.A. (hereinafter “HME”) shall be considered without binding effect and any possible order, even if agreed upon by HME agents or sales representatives, shall be considered a final order only after a order confirmation issued by HME.
- 2. Risk’ transfer.** HME rejects any claim either both for weight deficiency and damages which may have occurred during forwarding or unloading. Carriers shall be held responsible for any contingency and customer will have to take all necessary measures with them. This circumstance shall apply all to sea shipments, therefore all claims shall be addressed by customer directly to any shipment and/or insurance Company involved.
- 3. Delivery terms.** Any delivery’s term, even if agreed, shall not be considered as binding. Any delay shall neither cause customer’s order cancellation nor any reimbursement nor gives rise to right to damages or interest. Anyhow delivery’s terms shall become effective upon full order definition only HME written order’s confirmation.
- 4. Packaging.** The packaging, if it’s required, will be invoiced at cost price. Unless previous agreement, any return will be accepted.
- 5. Payments.** The payments must be made in the manner established in the order and shown on HME order’s confirmation. After payment deadline, without prejudice to the right to demand payment, we will calculate the interest according to the provisions of the current D.L. 231/02. Furthermore, in the event of non-payment by the Customer, we may suspend delivery of the good still in order, giving notice to the ordering party, who not be entitled to either compensation or refund, without prejudice to all our other rights.
- 6. Returns.** Any defects in material or hidden defects, which are revealed to shipment made, may not oblige HME to simply replace in the shortest possible tim, without the right to reimburse damages of any kind. Defective materials that exhibit incorrect measurements must be returned free of charge to the plant of origin and, after receipt and verification, will be credited at invoice price for the returned quantity.

- 7. Force Majeure.** Strikes, wars, epidemics, nature catastrophes, railway hold-ups, scarcity of materials, machinery failures and whatever may force HME to a partial or total stop-work shall be considered as “*force majeure*” and will entitled HME to suspend execution of the orders.
- 8. Applicable law. Competent jurisdiction.** Any legal disputes also with foreign companies and/or citizens or regarding products delivered abroad are to be regulated by Italian law, derogating to provisions contained in artt. 32, 35 and 36 of the Italian Code of Civil Procedure. Venue for any action shall be the Court of Serravalle Scrivia (AL), being customer not entitled to start legal proceeding in any other place either by guaranty or similarity of object between pending actions. However, when acting as a plaintiff, HME reserves the right to file action at customer's head offices in Italy or abroad.
- 9. Enforcement.** In case of customer's non-fulfilment of contract, supplier reserves the right to enforcement according to art. 1515 of the Italian Civil Code, notwithstanding any agreed tolerance of such a non- fulfillment.
- 10. Acceptance of general sale conditions.** By being placing an order in any form, all conditions herein included (also available on the website [www.hmemetal.com](http://www.hmemetal.com)) are deemed to be fully understood and accepted by Customer without any reserve whatsoever.
- 11. Organizational model pursuant to Italian Legislative Decree 231/2001.** By placing an order in whatever form all principles of conduct (Cod of Conduct) applied by HME in compliance with Italian Legislative Decree no. 231/2001 (available on HME homepage: [www.hmemetal.com](http://www.hmemetal.com)) are deemed to be accepted by customer without any reserve whatsoever.
- 12. Treatment of personal data.** Personal data, exchanged or reciprocally acquired by the Parties during the Contract execution will be processed by the Parties in full compliance with principles and requirements of EU Reg. 679/2016.