

GENERAL SALE TERMS AND CONDITIONS

These General Sale Terms and Conditions (hereinafter the "Conditions") regulate every sales contract stipulated between the company Veneroni Srl (hereinafter the "Seller") and the customer (hereinafter the "Buyer"), unless otherwise agreed in writing. Placing an order by the Buyer implies full acceptance of these Conditions, which prevail over any general purchasing terms of the customer.

1. ORDERS

- 1.1. The order constitutes an irrevocable proposal for a period of 30 (thirty) days from the date of receipt by Veneroni Srl and shall be considered accepted only upon written confirmation by Veneroni Srl.
- 1.2. The commercial offer of Veneroni Srl does not constitute a binding proposal. Verbal agreements not confirmed in writing are not binding on Veneroni Srl.
- 1.3. Orders transmitted through agents, auxiliaries, or commercial intermediaries are considered "subject to company approval".
- 1.4. Orders containing penalty clauses will not be accepted unless specifically agreed in writing.
- 1.5. Any withdrawal of the order by the Buyer shall be ineffective if received after Veneroni Srl has begun execution of the order.

2. PRICES

- 2.1. Prices are expressed in Euro and are net of VAT, taxes, or other fiscal charges, for goods delivered Ex Works (EXW – INCOTERMS 2020) at Veneroni Srl's premises in Formigara (CR), unless otherwise agreed in writing.
- 2.2. Prices indicated in price lists and offers may be changed at any time by Veneroni Srl and shall apply from the date of the change.
- 2.3. Prices do not include shipping or packaging costs, insurance, or other accessory services unless otherwise agreed in writing.

3. EXCESSIVE BURDEN

If, for any reason unforeseeable to a reasonably experienced entrepreneur in the sector, the performance of Veneroni Srl's obligations becomes excessively burdensome in relation to the originally agreed consideration, thus altering the relationship by more than 20%, Veneroni Srl may request a revision of the contractual terms and conditions and, failing this, declare the contract terminated.

4. PAYMENTS

- 4.1. Unless otherwise specified in the order confirmation, payment shall be made at the premises of Veneroni Srl, within the terms and according to the methods specified therein.
- 4.2. Failure to pay any invoice in full, or failure to pay or delay in paying any agreed-upon deposits during the supply process, or failure to promptly collect pre-arranged goods, or a request to withdraw from a contract already concluded, authorizes Veneroni Srl to suspend any ongoing supply and terminate the contract pursuant to Article 1456 of the Italian Civil Code, considering any amount paid as a confirmation deposit pursuant to Article 1385 of the Italian Civil Code and, consequently, retaining it as compensation.

In the event of suspension of supply for the reasons indicated above, delivery terms will be automatically extended for a period equal to the duration of the suspension, without prejudice to any further adjustments required for the resumption of operations.

- 4.3. It is not permitted to suspend or delay payment of invoices due to disputes relating to the goods, which will be handled separately.
- 4.4. In the event of late payment beyond the due dates set forth in the invoices, the Buyer will automatically be in default, and Veneroni Srl will be entitled to charge the Buyer default interest at the rate set forth in Article 5 of Legislative Decree No. 231/2002.

Where the payment delay exceeds the agreed payment deadline by thirty days, Veneroni Srl will also be entitled to collect, pursuant to Article 3, paragraph 3, of Law 18.06.1998, as amended by Article 10 of Legislative Decree No. 231/2002, a penalty equal to 5% (five) of the amount for which the payment terms were not met.

5. DELIVERY TERMS

- 5.1. Goods are considered delivered Ex Works (EXW – INCOTERMS 2020) at the premises of Veneroni Srl in Formigara (CR), unless otherwise agreed in writing.
- 5.2. Delivery terms are indicative and not essential and run from the date of order confirmation.
- 5.3. Delays of less than 60 (sixty) days do not entitle the Buyer to request termination of the contract or compensation for damages.
- 5.4. In the event of force majeure or impediments not attributable to Veneroni Srl (e.g., strikes, supplier delays, errors or delays by the client in providing necessary instructions for order execution, modifications or additions made after receipt of the order), delivery terms shall be extended by a period equal to the duration of the impediment, without prejudice to any further adjustments required for the resumption of operations.
- 5.4. Delivery is deemed completed when the goods are made available to the Buyer or to the carrier.
- 5.5. If delivery of the prepared goods cannot be physically carried out for reasons beyond the control of Veneroni Srl, after fifteen days from the written “goods ready and in stock” notice sent to the Buyer, Veneroni Srl will have the right to charge the Buyer late payment interest starting from the date of receipt of the “goods ready and in stock” notice, in accordance with the provisions of Legislative Decree no. 231/2002.

6. SHIPMENT AND TRANSFER OF RISK

- 6.1. Goods travel at the Buyer’s risk, even if shipment is arranged by Veneroni Srl and/or shipped Carriage Paid.
- 6.2. Packaging, shipping, insurance costs, and any additional charges are borne by the Buyer unless otherwise agreed in writing.
- 6.3. The Buyer must check the integrity of the goods upon receipt and record any reservations on the transport document (Delivery Note or CMR).
- 6.4. Any discrepancies or damages must be reported in writing, under penalty of forfeiture, within 10 (ten) working days from receipt of the goods.
- 6.5. No claim regarding the quality of the goods may be brought before a court unless the goods concerned by the claim have been paid for.

7. WARRANTY

Warranty terms are regulated by the document “WARRANTY CONDITIONS”, which can be consulted and freely downloaded at the following website: <https://www.veneroni.it/en/download/>

8. SUSPENSION OR TERMINATION OF THE CONTRACT

Veneroni Srl shall have the right to suspend and/or terminate the contract, by simple written notice, with immediate effect, if the Buyer fails to duly and fully fulfill its payment obligations (including the payment of the advance, security deposit, or any advance payments agreed upon during the supply, or the provision of suitable payment guarantees, if provided for in the offer).

Veneroni Srl may also terminate the contract with immediate effect, by simple written notice, if the Buyer is subject to insolvency proceedings, or if its financial circumstances substantially change in a way that places the Buyer's receipt of the consideration at significant risk and jeopardy (for example: subject to seizure of significant amounts, insolvency, protests against the Buyer, etc.).

9. APPLICABLE LAW AND JURISDICTION

- 9.1. These Conditions and the related contracts are regulated by Italian law, for all matters including validity, interpretation, and performance.
- 9.2. For any dispute in which Veneroni Srl is the defendant, the Court of Cremona shall have exclusive jurisdiction.
- 9.3. If Veneroni Srl is the plaintiff, it may choose to bring action either before the Court of Cremona or before the court of the defendant’s residence.

10. PRIVACY

- 10.1. Personal data will be processed by Veneroni Srl in compliance with EU Regulation 2016/679 (GDPR) for purposes related to the management of the contractual relationship.
- 10.2. The Buyer declares to have read the privacy notice made available by Veneroni Srl at the following website: www.veneroni.it