



## **GENERAL CONDITIONS OF SALE**

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### 1. PREMISE

- 1.1 Unless otherwise agreed in writing, these General Conditions of Sale apply to all supplies of products by KTC Srl (hereinafter also "Seller"), including related accessories and spare parts.
- 1.2. Any changes to these General Conditions of Sale shall be considered valid only if agreed by the parties in writing.
- 1.3 The Seller has also made General Conditions of Sale available for viewing or copying at its registered office, and published them on [www.ktc-air.com](http://www.ktc-air.com)

### 2. SUPPLY ORDERS AND CONCLUSION OF CONTRACT

- 2.1. Unless otherwise agreed, upon receipt of an order by the Customer, KTC Srl will send the Customer a document called "Order Confirmation" which must be returned signed and stamped for acceptance by the Customer, so that the agreement between the parties can be considered entered into and the request can be processed. Therefore, the purchase will not be considered effective and the order will not be processed until the KTC Srl Order Confirmation is returned signed and stamped by the Customer, as warranted. Upon receipt of the Seller's Order Confirmation, the Customer must check all data contained thereon and return the form signed for acceptance, as warranted by circumstances. Indeed, the Order Confirmation may differ from the order sent by the Customer. Without prejudice to any other written agreement, any offer sent by the Seller (or its representatives) to the Customer does not in any way constitute a sale proposal and is not binding, but just an invitation to order submitted to the Customer's consideration.
- 2.2. The purchase order sent by the Customer does not bind the Seller until it is accepted in the manner set forth in point 2.1, above.
- 2.3 In the event of discrepancies between the provisions contained in the Order Confirmation and in these General Conditions, the provisions in the Order Confirmation shall prevail. Any general purchase conditions of the Customer not expressly accepted in writing by the Seller, even if stated in the purchase order and/or on the back of the order, shall not be applicable.
- 2.4 The Order Confirmation sent to the Customer must be signed and returned to confirm acceptance of the general clauses contained herein, and to consent to data processing.

### 3. TERMS OF DELIVERY

- 3.1. The delivery terms, expressed in working days, are never binding for the Seller and must therefore be considered as a mere indication. In no case shall the Seller be liable for any damages, even indirect and/or of any nature, that may be suffered by the Customer for failure to deliver the goods within the terms provided, if any. The delivery terms shall elapse from the date of signing of the sales agreement, as indicated in point 2.1. above, (namely, from receipt of the Order Confirmation signed by the Customer), and, in any case, are subject to suspension should any of the following arise:
  - unforeseeable circumstances and/or force majeure and/or other circumstances not attributable to the Seller's negligence and/or fault, such as, by way of example, strikes, labor unrest, lockouts, fires, floods, unexpected corporate challenges, unforeseen labor shortages, unexpected scarcity of raw materials and/or energy;
  - impediments, delay or non-delivery of materials by the Seller's suppliers for reasons not attributable to the Seller;
  - non-fulfillment by the Customer for failure to follow-up in a timely manner on the Seller's request for the correct order fulfillment and, in particular, to deliver any technical and/or assembly data sheets deemed necessary by the Seller for the installation and/or assembly of the purchased products;
  - failure to pay the agreed consideration according to the fee schedule;
  - changes made to the order by the Customer, even if accepted by the Seller.

The terms for delivery will be recalculated (anew) from the day following the day on which the reason that caused the interruption no longer applies.

- 3.2. The term is considered to have been complied with and the delivery carried out for all intents and purposes from the day of dispatch to the purchaser of the notice of ready goods and/or the day the goods are picked up by the purchaser and/or its representative.

- 3.3. In the event that the purchaser is the subject of complaints, seizures, foreclosures and/or, more generally, any prejudicial action calling into question its creditworthiness and ability to fulfill its financial obligations, as agreed (for example, revocation of credit line) the Seller may, at its sole discretion, suspend the contract, pursuant to and for the purposes of Art. 1461 of the Italian Civil Code, until the purchaser has provided a suitable guarantee to the contrary.

### 4. DELIVERY AND SHIPPING

- 4.1. Unless otherwise agreed, the goods are normally sold ex factory by the Seller and must be picked up by the purchaser, and/or by any third party specifically appointed by the latter, no later than 10 days from the dispatch of the notice of ready goods. It is the responsibility of the Customer to promptly notify the Seller of the name of the carrier tasked with picking up the goods, if any.
- 4.2. Should the goods be sent to the purchaser as specifically requested by latter, such transaction will always be carried out with risk and costs borne by Seller, even in the case of prepaid shipping charges. Therefore, the Seller shall not be liable for damage to the goods during transport.
- 4.3. In the event that the purchaser fails to pick up the goods within the terms set forth in paragraph 4.1 above, or if it does not promptly communicate written instructions regarding the preferred shipping methods, the Seller shall consider itself free to make the delivery in the manner deemed most suitable, with the express exclusion of any responsibility and with costs to be borne exclusively by the purchaser. In any case, the Seller shall have the right to invoice the ordered products, as well as to request the purchaser, as compensation for damages, any costs related to storage and custody

of the goods.

4.4. From the moment of delivery, risks, custody and/or maintenance and/or insurance costs are transferred to the purchaser, with total release of the Seller of any liability.

4.5. The purchase of any insurance policy to cover risks deriving from transport is the purchaser's sole responsibility, who will also bear any costs related thereto.

4.6 Unless otherwise agreed, installation and commissioning of the products will be carried out at the Customer's expense. Upon the Customer's request, installation and commissioning may be carried out by the Seller at costs to be quoted at the time of the request or order confirmation. In any case, the Customer must promptly prepare the necessary works and connections according to the law and make available all that is necessary, including operations to secure the premises where the works will be carried out.

## **5. PRICES AND PAYMENT TERMS**

5.1. Without prejudice to any written agreements to the contrary, the prices in the official KTC Srl price list in force on the date of contract signing, as identified in point 2.1 above, are applied to the supply. The Seller can apply any discounts to the purchaser or make changes to the prices in the relevant price lists.

5.2. Prices are always to be intended in Euro and net of the VAT rate in force at the time of invoicing.

5.3. Payments must be made directly to the Seller, according to the agreed terms and conditions. Any expenses for taxes, packaging, loads, transport, insurance, freights, customs storage, etc. are the sole responsibility of the purchaser and will be itemized separately on the invoice.

5.4. In the event of non-payment or late payment, the purchaser shall be charged default interests to the extent determined by Article 5 of Legislative Decree 231/2002, commencing upon the day following the due date, and notwithstanding the assessment of any greater damage. If no payment terms are indicated by the parties, reference will be made to the provisions of Art. 4 Legislative Decree 231/2002.

5.5. It is understood that any extension of the agreed payment terms and/or the renewal of bills of exchange issued and/or the recall, at the request of the Customer, of checks already cashed, shall not constitute novation in any way, but merely an act of tolerance on the part of the Seller; as such, they shall not preclude the charging of default interest to the extent indicated in point 5.4 above.

5.6. Unless otherwise agreed, any advances paid by the Customer at the time of conclusion of the contract shall be retained by the Seller as a confirmation deposit, pursuant to and for the purposes of Article 1385 of the Italian Civil Code. In the event of the purchaser's default, the Seller shall have the right to terminate the contract and to retain the down payment, notwithstanding the right to assess further damages.

5.7. For no reason and on any basis whatsoever, may the purchaser suspend and/or postpone payment of the agreed consideration, not even in the event of a dispute and/or claims regarding any defects and/or malfunction of the goods supplied.

5.8. The Customer shall not offset any debts deriving from the supply by any of its own claims against the Seller without the written consent of the latter.

## **6. PACKAGING**

6.1 Packaging costs are generally included in supply prices. Any requests and/or special packaging needs will be charged to the Customer, with any related costs to be itemized separately on the invoice. Packaging shall not be accepted for return.

## **7. WARRANTY**

7.1. Unless otherwise agreed in writing, the Seller grants its VAT-holder purchasers a guarantee of 12 (twelve) months effective from the date of delivery of the goods. The terms and conditions established by Article 1495 of the Civil Code shall apply.

7.2. The warranty consists in repair or replacement any defective goods, whether partial or total, ex factory and/or warehouse of the Seller. Any further expenses are therefore the sole responsibility of the purchaser. In particular, any disputed product must be sent and/or delivered by the purchaser, at its own care and expense, to the authorized workshop indicated by the Seller. In addition, the warranty does not cover costs incurred for any on-site work performed by the technical personnel appointed by the Seller, such as, by way of example, labor, travel expenses, board, lodging, etc. Should the Seller determine that the product requires repair work not covered by the warranty, it will inform the purchaser and proceed with the repair only upon written acceptance of the repair estimate.

7.3. In any case, the warranty shall apply only after it has been determined that malfunctioning is indeed due to a manufacturing defect. Therefore, warranty shall not cover malfunctions and/or breakages due to the purchaser's improper use, carelessness, negligence or inexperience, or failure to comply with the instructions provided in the use and maintenance manual. Likewise, the warranty excludes flaws and/or defects from external components (chemical agents and/or the elements, or repairs, maintenance and/or replacements carried out on the machine directly by the purchaser and/or third parties appointed by it, with the use of non-original spare parts and/or without the support of an authorized service center of the Seller. Any modification of or tampering with the product by the purchaser automatically voids the warranty.

7.4. The warranty is not applicable to those parts of the goods which, due to their nature and use, are subject to natural and rapid wear and tear.

## **8. COMPLAINTS AND DISPUTES**

8.1 Upon delivery of the goods, the purchaser must verify their conformity with the purchase order. Any complaints and/or disputes must be submitted in writing to the Seller's registered office, under penalty of forfeiture, no later than 8 (eight) days from product delivery. In the case of shipping, any claims for shortages, tampering and/or signs of damage will be taken into consideration only



if reported in writing directly to the carrier upon receipt of the goods and annotated on the delivery note. In the absence of reports within the terms and in the manner indicated above, the goods supplied are considered fully accepted.

8.2. Any dispute relating to a single supply shall not affect the validity of any remaining supplies, or of present or future orders, nor does it in any way authorize the purchaser not to fulfill its obligation to pay the price due for the supplies received.

8.3 Without prejudice to applicable statutory parameters, under any circumstance, can the Seller's responsibility towards the purchaser for direct damages under contract terms, of any other nature and for any other existing form of compensation and/or indemnity provided for by the law and/or by the terms and conditions hereunder and/or in the contract, exceed an amount equal to 100% of the sale price. Likewise, without prejudice to applicable statutory parameters, the Seller shall not be required to compensate the purchaser for lost profits and/or any indirect and/or mediated damages. In particular, by way of example, the Seller shall not be called upon to compensate damages for loss of turnover, profit, contract and any damages deriving from any performance failure of the work realized.

In any case, the Seller shall not indemnify the purchaser for any damages or any reason whatsoever, that the purchaser may be ordered to pay to third parties.

## **9 INSTALLATION AND CONNECTIONS**

9.1. Unless otherwise agreed in writing, the installation of the product and the electrical and hydraulic connections are not included in the price of the supply.

## **10. PROJECTS AND TECHNICAL DOCUMENTATION**

10.1. The illustrations and features contained in the catalogs and/or other documentation relating to KTC products must be considered merely indicative. Therefore, the Seller may modify the products as it deems to be technically appropriate, without prior notice to the purchaser, though providing notification thereof to the purchaser, provided that the product functionality is not altered as a result of the change. In light of the foregoing, the Seller reserves the right to change any amount due as a consideration in the event of any cost increase.

10.2. It is expressly forbidden to use, reproduce, copy and/or transfer to third parties, even free of charge, the information and know-how contained in the technical documentation and in the projects delivered together with the products, unless otherwise expressly authorized by the Seller.

## **11. RETENTION OF TITLE COVENANT**

11.1. Pursuant to and for the purposes of Art. 1523 et seq. of the Italian Civil Code, the Seller shall retain ownership of the products until each supply has been paid in full, as agreed. The retention of title covenant applies both to sales with installment payment and those whose payment is fully and/or partially paid after delivery. Any risks connected to the sale are assumed by the purchaser at the time of delivery; therefore, the purchaser must store and maintain the goods on behalf of the Seller until the supply has been fully paid, thereupon the purchaser becoming the owner of the goods. In particular, the purchaser shall not dispose of, give to use or pledge, move, or cause the supplied products to be seized, without clearly stating that they are property of the Seller and without giving immediate notice thereof to the Seller by registered letter with return receipt or of another equivalent form of communication offering proof of receipt.

11.2. The Seller reserves the right to record the retention of title covenant at its own expense, pursuant to Art. 1524, paragraph 2 of the Italian Civil Code

11.3. In the event of contract termination due to default by the purchaser, any installments paid and/or amount already paid shall be forfeited by the purchaser as compensation, pursuant to Art. 1526, paragraph 2, of the Italian Civil Code, notwithstanding additional payments for greater damage.

## **12. EXPRESS TERMINATION CLAUSE**

12.1. In the event of missed and/or late payment, this contract may be terminated pursuant to and for the purposes of Article 1456 of the Italian Civil Code, subject to a written notification by the Seller stating its intention to exercise its rights in this regard.

12.2. In the event of sale with installment payment, failure to pay 2 (two) installments, whether or not consecutively, on their due dates, the purchaser shall forfeit the benefit of post-delivery payment. As a result, the Seller may seek full payment of any price still due, (or request the termination of the contract, by operation of the law), pursuant to Article 1456 of the Italian Civil Code.

## **13. RETURNS**

13.1. The Seller reserves the right to accept the return of unused standard and non-personalized products delivered, provided that their packaging is intact. In any case, goods must be returned no later than 30 days after delivery, at the Customer's expense and risk. In this case the Seller will issue a credit note, with the right to retain up to 25% of the taxable price charged to cover internal expenses. Returns are accepted upon verification of their integrity.

## **14. WITHDRAWAL**

14.1 The Seller has the right to withdraw unilaterally and with immediate effect from the purchase/sale agreement in the event that, prior to the delivery of any products sold, reasonable doubts concerning the purchaser's solvency arise, also based on assumptions discussed in point 3.3 above, and the purchaser, if requested, is not willing to make an advance payment and/or to provide a more suitable guarantee. The exercise of this right does not entitle the purchaser to the right of indemnification and/or compensation for damage. Withdrawal is notified in writing to the Customer.

## 15. JURISDICTION AND APPLICABLE LAW

15.1. The parties agree that should a dispute arise regarding the execution and/or application and/or interpretation of these General Conditions of Sale, the Court of Vicenza shall have full jurisdiction thereon. The parties also agree that this contract is governed exclusively by Italian law. The application of the Vienna Convention on international sales is excluded.

## 16. PRIVACY INFORMATION AND CONSENT

By the purchase order, or the acceptance of the order confirmation or of these General Conditions of Sale, the Customer declares that it read the specific information contained in the extended disclosure, published on [www.ktc-air.com/data\\_policy.html](http://www.ktc-air.com/data_policy.html), and grants its consent to the processing of personal data, pursuant to Art. 13 GDPR - Regulation (EU) 2016/679. Processing, storage and transmission of personal data is carried out in compliance with any applicable precautionary measure, which guarantees safety and confidentiality, in accordance with the provisions of the GDPR, for the sole purpose of effectively fulfilling the applicable regulatory, statutory, and tax requirements related to the Company's financial activities, including contract-related disbursement and encashment transactions.

By acceptance of the supply in accordance with the terms indicated above, of the General Conditions of Sale and of the consent to the processing of personal data, pursuant to Articles 13 and 14 of the GDPR - Regulation (EU) 2016/679, upon taking note of the privacy statement published on [www.ktc-air.com/data\\_policy.html](http://www.ktc-air.com/data_policy.html).

KTC Srl

The Customer

\_\_\_\_\_  
(Stamp and Signature)

\_\_\_\_\_  
(Stamp and Signature)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the parties declare to expressly approve the provisions set forth in the articles above: 2 (Supply Orders and Conclusion of Contract), 3 (Terms of Delivery), 4 (Delivery and Shipping), 5 (Prices and Payment Terms), 7 (Warranty), 8 (Complaints and Disputes), 11 (Retention of Title Covenant), 12 (Express Termination Clause); 13 (Returns), 14 (Withdrawal), 15 (Jurisdiction and Applicable Law).

KTC Srl

The Customer

\_\_\_\_\_  
(Stamp and Signature)

\_\_\_\_\_  
(Stamp and Signature)

With specific reference to the purposes of data processing referred to in point 2B) (Marketing) of the KTC Srl privacy policy, the Customer:

- ☐ gives its consent to the use of its personal data described in point 2.B) of the privacy statement of KTC Srl.
- ☐ does not give its consent to the use of its personal data described in point 2.B) of the privacy statement of KTC Srl.

KTC Srl

\_\_\_\_\_  
(Stamp and Signature)