



These general terms and conditions of sale supersede all of the prior, apply to all orders made and accepted after April 1<sup>st</sup>, 2025, are subject to change without prior notice and are considered fully accepted upon placing and order.

**1) Conclusion of the contract:** an order placed by a Customer is considered an order proposal, and is considered accepted, and the contract concluded, only upon a written confirmation is sent by PLASSON Italia.

**2) Pricing, handling fees:** products are invoiced at the prices in effect on the date of the order and are exclusive of VAT.

Products of the *Drill&Drop*, *Data Transmission*, *Packages*, *Sampling*) lines are subject to a handling fee of 5% of the price.

Products of the *EnviroScan*, *Diviner2000*, *Deep Installation* lines are subject to a handling fee which will be determined and made known to the Customer prior to the order.

**3) Delivery:** off-the-shelf, while stocks last.

PLASSON Italia may fulfill an order in partial separate shipments, and this does not give the right to cancel the order, not even partially. Delivery times are as an indication and non-binding. Any delays cannot give rise to liability or compensation, except in the case of fraud or gross negligence, and will not allow to cancel accepted orders. In the event of a deviation from the expected delivery date of more than two months, the deadline for fulfillment pursuant to art. 1454 of the Civil Code (a formal request to fulfill the contract within a reasonable term, after which the contract is terminated) cannot be less than two months.

**4) Shipment and delivery:** delivery of the products is fulfilled at the point of export (or at the delivery place in case of delivery in Italy or EU); transport and insurance costs are charged back to the Customer; from the moment of delivery, as defined above, the goods travel at the customer's risk; PLASSON Italia is released from the obligation of delivery and from any risk thereof from the moment of delivery, as defined above; the Customer is solely responsible for any customs charges and duties, customs operations for export and import, including obtaining export licenses, where needed and/or administrative authorizations, as well as for the insurance, if requested, of the goods; any activity PLASSON Italia may carry out, upon request of the Customer, other than those described above, is considered as being carried out on behalf of the Customer;

**5) Packaging:** standard, included in the price; requests for special packaging will be subject to evaluation.

**6) Order cancellation and returns:** PLASSON Italia reserves the right to accept any requests for order cancellation or return. The price of returned goods, if accepted, will be re-credited with a 25% deduction on the invoiced price, upon assessing the "as new" conditions of the goods; return costs are in any case the responsibility of the Customer; customs charges and duties are not refunded under any circumstances.

Azienda certificata:



Certificato n° 21939-A

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**7) Defects, notifications, forfeiture of warranty:**

the Customer undertakes to check the conditions of the goods upon delivery, and to accept with reserve in case of damaged packaging or products; the Customer also undertakes to check the products and express reserves, reports or complaints within five working days of delivery in relation to non-hidden defects or non-conformities; in cases of defects, non-conformities or malfunctions, the Customer must provide evidence and facilitate checks and corrective actions or replacements by PLASSON Italia; lacking what above, the products will be presumed not defective and compliant; in any case, the Customer must refrain from intervening or having third parties intervene for remedies, repairs or modifications; failure to comply with or the violation of the terms and provisions of this article will result in the forfeiture of the warranty;

**8) Use of products:** the Products must be used in tasks compatible with their technical characteristics, which the Customer, by placing an order, declares to be aware of; In case of doubts about compatibility and specific uses, the Customer must request technical information before ordering.

**9) Warranty:** any product is guaranteed for materials and manufacturing defects, which affect the product and its suitability for use, excluding aesthetic defects or those resulting from wear and tear or damage, for a period:

- of two years from delivery for the products in general;
  - of six months from delivery for installation tools.
- Any warranty is forfeited in the event that:
- no report of the hidden defect or malfunction is made within eight days of discovery;
  - the product has been used or installed improperly, incorrectly or outside of operating conditions;

- the product has been modified, manipulated, incorrectly stored or maintained in any way;
- the terms, provisions and obligations of Articles 7 and 8 are violated or not respected;
- in any other case provided by law.

The warranty is limited to the repair or replacement of defective products, with the exclusion of any other liability and, in particular, with the exclusion of compensation or damages, direct or indirect, however caused by the use of the products, or by defects and faults thereof, except in the case of fraud or gross negligence.

**10) Payments; conditional sale:** Payment is due upon the conclusion of the contract pursuant to art. 1.

Payments cannot be suspended for any reason and the Customer cannot raise objections except after fulfillment (solve et repete).

In case of late/due payments rules of decree 231/2002 apply (Directive 2011/7/EU), which provides for default interest higher than the legal rate and recovery costs).

The allocation of payments is pursuant to Articles 1193-1194 of the Italian civil code (in the following order: costs, interest, principal).

Compensations of sums are only possible with the written authorization of PLASSON Italia.

In case of late/due payments or other contract breaches, PLASSON Italia can suspend outgoing shipments.

After fifteen days from the notification of the invitation to regularize, PLASSON Italia will have the right to cancel orders already accepted or in any case to suspend their execution.

Without prejudice to the provisions of clause 4 regarding the transfer of risk, ownership of the goods is transferred to the Customer after completion of payment.

**11) Intellectual property rights; brand:** any intellectual or industrial property rights or know how is reserved. Any use of the brand is not allowed, except upon evaluation and written authorization by PLASSON Italia, which can determine conditions, limits and terms. In case the product includes *software*, the Customer agrees on confidentiality and to not transfer, duplicate, copy, modify, reverse engineer or carry out any operation on the such.

**12) Applicable law, reference, jurisdiction, place of jurisdiction:** Italian law and jurisdiction apply to this contract.

For any issue not provided for by this general terms and conditions, Italian laws apply.

For any controversy arising from this contract, the Judge of Alessandria (Italia) (Tribunale or Giudice di Pace) has sole jurisdiction

#### Specific approval

The following clauses are specifically approved: 1 (conclusion of the contract upon confirmation by PLASSON); 2 (handling fees); 3 (partial execution; non-binding delivery times; limitation of liability for delays and limits on cancellation of orders; minimum deadline for fulfillment: two months); 4 (transfer of risk; liability for charges, operations, licenses and other; operations on behalf of the Customer); 6 (cancellation of orders or returns; charges); 7 (verification and inspection of products; deadlines for complaints; cooperation; forfeiture of warranty); 8 (declaration of knowledge of intended use of the products); 9 (warranty terms; limitations; forfeiture; exclusion of compensation and damages); 10 (waiver of suspension of payments and unauthorized compensation; cancellation or suspension of orders; conditional sale); 11 (use of the trademark; confidentiality); 12 (law and jurisdiction; exclusive place of jurisdiction).