OMAC ITALY s.r.l.
Sede legale e Stabilimento - Head Office
Via Pizzo Camino, 9
24060 Chiuduno (BG) - Italy

Certified ISO 9001 since 2003

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GENERAL CONDITIONS OF SALE

1. DEFINITIONS

In these general conditions of sale, the following words and expressions, unless the context requires a different interpretation, will have the following meaning:
"SUPPLIER" refers to Omac Italy s.r.l. with head office in via Pizzo Camino 9, 24060 Chiuduno (BG), Italy;
"CUSTOMER" refers to the company the purchase order is received from;
"CUSTOMIZED ITEMS" refers to products subject to a specific engineering process (request also for quotation);
"PRODUCTS CATALOGUE" refers to products listed in the catalogue in course of validity;
"PRODUCT" refers to all Omac's products (Customized items and Products Catalogue);
"SPECIFIC CONDITIONS OF SALE" refers to the specific trade discount and sale terms agreed with Customer in the single purchase order.

2. OBJECT AND SCOPE

2.1. All the sales, supplies and ancillary services made by the SUPPLIER will be exclusively regulated by these General Conditions of Sale. The Customer's acceptance of any offer is limited to these General Conditions of Sale.

2.2. These General Conditions of sale regulate the Product's supply and ancillary services and any ancillary services for the start up of the product and/or Customer training at the site where the Product is installed - online Customer training - Customer training at the Supplier's headquarters - repairs both at the Supplier's headquarters and at the Customer's site where the Product is installed - Customer's online assistance.

2.3. The Parties assign to these conditions a privileged and strengthened efficacy, therefore any supplementary and/or different word or condition will be part of the Contract between the Customer and the Supplier only subject to the Supplier's written approval. These conditions will prevail over any general rules submitted by the Customer.

3. ORDERS

3.1. Any order, order proposal, or supply request forwarded to the Supplier represents a contractual Proposal to the Supplier, being the Supplier free to accept or refuse the order according to the Supplier's unquestionable judgement.
Within ten (10) working days, the Supplier shall notify the Customer whether the order is accepted by sending an "order confirmation" with promised scheduled delivery date.
The Customer must evaluate the order confirmation and submit any requests for changes within five (5) working days. In the absence of requests for changes, the order confirmation is considered accepted.
If the customer requires accessories to be mounted on the product not supplied directly by the Supplier, these will be expressly excluded from the guarantee referred to in art. 8.
In this case, moreover, the Supplier must be informed in advance of the accessories that the Customer intends to mount on the Product so that the Supplier can verify and give his approval for their assembly.
If the Customer installs accessories on the product that are not approved by the Supplier, the latter reserves the right to void the warranty referred to in the following art. 8 and 9.
If the Customer incorrectly mounts the accessory, even if supplied by the Supplier, the latter will not be responsible for any defects caused by incorrect assembly.
The order accepted by the Supplier constitutes a firm and definitive undertaking by it and implies adherence to these General Condition of Sales and special contract conditions.
If, within 7 days from the date of the acceptance of the order by Supplier, the Customer ask to the Supplier to cancel - the accepted order - then he shall correspond a compensation of 5% calculated on the total amount of the accepted order.
If, within 14 days from the date of the acceptance of the order by Supplier, the Customer ask to the Supplier to cancel the accepted order he shall correspond a compensation of 10% calculated on the total amount of the accepted order.
After 30 days from the date of the acceptance of the order by Supplier, the order can no longer be cancelled.
If the order is cancelled for any reason after payment of the sum requested in advance by the Supplier, the latter will have the right to withhold this sum without prejudice to any greater damage.
In the case in which the Customer delays in the providing of technical specification and any other specific information, data, approval requested by Supplier, the Supplier shall not be considered responsible if these delays will cause a delay in the supply of ordered Product.

3.2. In absence of different agreement by and between Parties, the Customer, with the acceptance of the order confirmation released by the Supplier in accordance with article 3.1 is obliged to take delivery on time and to pay the agreed amount.
Requests of modification by the Customer to orders already confirmed by the Supplier will be considered and analyzed only if they arrive within 10 working days from receipt of the formal "order confirmation".
In any case, the Supplier has the right, at his discretion, to refuse or accept requests for order amendments.
Should Supplier accept the change requested by the Customer, the latter will have to bear the additional costs established by the Supplier according to the related changes requested.
The changes will be subject to new timelines, therefore, the date established for the delivery of the Product may be consequently modified.

3.3. The Customer, by formulating the purchase order, acknowledges to have carefully examined the technical, functional and aesthetic features of the ordered products and to consider them suitable for the intended use, directly or indirectly, assigned to them.

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3.4. The Customer agrees to place written orders with the Supplier by e-mail

3.5. The order should indicate at least the following data:
a. Product code or reference;
b. needed quantity for each specific Product code;
c. destination address for the ordered Products;
d. date on which the Products are requested to be ready-to-load at the Supplier's warehouse;

3.6. For any Product made to the order of the Customer, or in case the Customer charges the Supplier to study, design and/or manufacture a particular kind of component and/or technical solution, the Supplier shall have no responsibility in the event of any discrepancies between the models, the specifications, and the drawings previously provided by the Customer as it is possible that the Supplier may need to intervene on these models, specifications and drawings in order to carry out that specific project.

4. DELIVERY TERMS

4.1. Delivery dates are based on estimated manufacturing periods and shall not be deemed to represent fixed or guarantees delivery dates, unless otherwise stated by the Supplier in writing. If there is a sum to be paid in advance, the Supplier's delivery obligation is subject to the timely payment of this advance by the Customer.

4.2. Unless otherwise stated by the SUPPLIER in writing, Products delivery is intended **EXW Loaded** according to **ICC Incoterms® 2020**.
Products loading on truck is performed by Supplier's personnel.
a. The non-EU Customer or the carrier of the non-EU Customer must provide the customs declaration and proof of the MRN (Movement Reference Number) assigned by the Italian customs within 60 days from the withdrawal of the products from the Supplier's warehouse.
b. The EU Customer, in case of EXW loaded, must send the Supplier, within 10 days from receipt of the Products, the Products' receipt declaration on his headed paper in compliance with the EXECUTION REGULATION (EU) 2018/1912 of 4th December 2018.

In case of non-receipt of what is requested in points A or B, the Supplier may issue the Customer an additional invoice equal to the amount of VAT on the value of the Product.
In case of advance payment or payment by letter of credit, the delivery terms agreed between the parties start from the date of receipt of the advance payment or from the receipt of the letter of credit.

4.3. If not otherwise agreed in writing by the Supplier, all costs related to the transportation of the Product are born by the Customer. Upon delivery to the Customer, to the shipper, to the carrier or to whoever is in charge of the transportation, the liability of whole or partial loss of the Product is transferred to the Customer.
It is understood that the product shall be considered delivered at the moment in which it is made available to the Customer at Supplier's warehouse.
The loss or the damaging of the Products occurred after the passing of the risks don't relieve the Customer from payment of the price.
If there are inspections by third parties authorized by the Customer or personal inspections by the Customer, the inspection must take place at the Supplier's warehouse. Once the inspection has taken place, the Product is considered compliant in quantity and quality with what is specified in the order confirmation and no claim can be accepted after that time.

4.4. If the Customer does not take delivery of the products within 10 working days from the agreed delivery date and pick-up notice, the Supplier has the right, at his discretion, and at the Customer's risk and expense, to stock the Products in its or third-party warehouse and/or to transport the Products to the Customer.
In the above-mentioned cases, a stock and/or transport charge will be invoiced to the Customer.
In any case the Supplier has the right to restrain the advance payment received as a consequential damage, without prejudice to the right to claim compensation for any further damage suffered, and will be free to sell to other Customers the Product not withdrawn.
All damages relating to the perishing and deterioration of the Product will be borne by the Customer.

4.5. Unless otherwise agreed in writing, Products referred to one specific "order confirmation" are normally delivered as one single batch.

4.6. Notwithstanding the above clauses, the Supplier reserves the right to suspend or extend delivery date in the following case:
a. should the Customer not communicate the information that are necessary to perform the supply within 14 working days from the date "order confirmation";
b. should the Customer require changes after the order confirmation or during work execution;
c. should the Customer have outstanding payments;
d. should the Customer's statement of assets and liabilities and/or the Customer's credit be considered as hindering payment according to the Supplier's unquestionable judgement;
e. should the Customer not comply with its obligation (if any) to apply and obtain necessary import licenses in his country;

4.7. In case of delay in delivery for which the Supplier is responsible, and provided that the delivery date is expressly indicated as "binding", the Customer may request, after having summoned in writing the Supplier, liquidated damages at 0.5% for each complete week of delay (7 days), starting from such delivery date or at the end of the grace period, if any.
The liquidate damages shall be calculated on the net amount of the Products delayed; services, additional transport freight and special packing other the standard one, if any are excluded. The liquidated damaged total amount can't exceed the 5% of the delayed Products' net amount and shall be deemed as a satisfactory and full reimbursement of all the possible damaged suffered by the Customer, excluding any further claims.

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Any delay caused by force majeure or by acts or omission of the Customer (e.g. the lack of indications which are necessary for the manufacturing or for the supply of the Products) shall not be considered as a delay for which the Supplier is responsible.

5. PRICES

5.1. The price of the Products is based on the offer in course of validity and/or agreed in any single "order confirmation", (EXW quotation), net of VAT, taxes and expenses that the Supplier will bear.
The price of spare parts does not include their installation.
Prices include loading on truck, railwagon or container. Is an obligation of the Customer verify if local legislation require any specific packing. In absence of specific request Product will be delivered with standard packing.

5.2. Taxes, stamps, custom duties and any other supplementary cost are not included in the prices. Unless an exception is made, such costs and expenses will be paid by the Customer and, in case they are paid by the Supplier, their amount will be invoiced to the Customer.

6. PAYMENTS

6.1. The payment terms are agreed and confirmed in any single "order confirmation".

6.2. Unless otherwise agreed in writing the payment will be made through advanced bank transfer.

6.3. Should an agreement be reached on extended payments, and an instalment not be paid on time, the Supplier will be entitled to:
- suspend the shipment or delivery of any product, even if it has already been programmed;
- ask for payment of the full amount, without considering the payment deadlines previously agreed between the parties;
- terminate the agreement due to a serious breach by the Customer;
- withhold payments made by the Customer up to that moment as compensation for damage, and without prejudice to further claims for damages.

In case of late payment, the interest will be equal to 8% for each day of delay.
The interest calculation will be done according to the formula:
(Amount Due * 8% * Number of days of accrued interest) / 365

6.4. If from the verifications carried out by the Supplier it appears that the structure and any non-fulfillment of the Customers also towards third parties could put the payment of the supply at risk, the Supplier, at its sole discretion, may suspend the delivery of the product or request an advance payment.

6.5. The Supplier reserves the right to carry out technical and/or aesthetical improvements, without altering the Products' essential features and usability according to the specifications mentioned in the order, to make its operation safer and easier.

7. RETENTION OF TITLE

The Products' ownership is handed to the Customer only upon the total payment of the price. Should the price not be paid and or not completely paid, the Supplier will expressly have the right to claim the ownership of the products also towards third parties.

8. WARRANTY

8.1. The Supplier guarantees that the Products designed and manufactured are safe and reliable for the Customer in relation to the uses for which they were made.
The Supplier will be considered liable only for damages resulting from a design and/or production error claimed by the Customer and confirmed/acknowledged by the Supplier.
Insofar as the Supplier's liability for damages is excluded or limited, this also applies to the personal liability for damages of employees, staff, workers, representatives and auxiliaries of the Customer and/or the Final Customer.

8.2. The Product must be used by the Customer in a manner proper to the use for which it was built and in compliance with the laws, ordinances and regulations in force, as well as in compliance with the instructions in the Use and Maintenance Instruction Manual delivered to the Customer together with the Product.
In particular, the Supplier cannot be held responsible for problems concerning and arising from improper use and/or use by unqualified operators and/or following modifications, revisions and/or other changes not authorized in writing.
Liability does not apply in the case of unforeseeable indirect damage and in the event of circumstances other than those provided for by the guarantee.
In addition, the Customer agrees to consider the following cases as a cause for exclusion of warranty:
- improper maintenance which can cause breakages or damages of any kinds;
- improper storage and care;
- improper repairs;
- forced damage;
- cosmetic damages (such as, but not limited, scratches, dents, rust, stains that have no impact on the proper functioning of the Product);
- changes not approved in written by the Supplier;
- damage caused by maneuvering errors (movements, parking);

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- installation of any components, engine, part, supplies, or materials, whether original or not, which is deemed by the Supplier in its sole discretion to be inconsistent with the Product's design or improperly installed;
- parts subject to wear in general;
- second hands Products, unless different agreement written with the Supplier;
- abuse, vandalism, theft, fire, flood wind, freezing, inadequate power supply, unusual atmospheric conditions, acts of war or other force majeure events.

8.3. The warranty of the Products is equal to:
- for machines: good mechanical operation for a period of 12 (twelve) months from the date of delivery,
- for motors and mechanical parts: for a period of 12 (twelve) months from the date of delivery,
- for inverters and electronic components: for a period of 12 (twelve) months from the date of delivery.

For the purposes of this clause, delivery means that agreed on the basis of the delivery term indicated in the order confirmation (by way of example and by no means exhaustive, in case of EXW delivery the moment of delivery will be the communication of availability of the Products at the Supplier's warehouse).
Any and all guarantees other than those mentioned therein must be agreed in writing between the parties.

8.4. The Customer, within 7 days of discovering the defect, must inform the Supplier in writing, attaching photographs and videos to prove the defect.
If the defect is visible before the unloading operations, the Customer must indicate the defect in the transport documents and inform the Supplier in order to have proof of the relative defect.
As for the obvious and immediately detectable defects (quality and quantity), the complaint of the same will be subject to the clause in art. 4.3.
The Supplier, after verifying that the Product is covered by warranty, may, at its discretion, send spare parts or replace the Product.
If the defect is considered out of warranty, all related costs will be borne by the Customer.

8.5. During the term of the warranty, the Supplier will replace the Customer's products only if the following conditions are met:
a. the Customer has communicated the complaint in writing and within the terms indicated in art. 8.4;
b. the Customer sends the Product to the Supplier at his own expense for inspection and verification of defects;
c. the inspection and documentation show that the defect is not attributable to reasons relating to the incorrect use/storage or treatment of the Product;
d. the Product has not been tampered with or arbitrarily repaired;
e. the Product and its components have not been disassembled;
f. the Customer has followed the instructions indicated in the Use and Maintenance Instruction Manual;
g. the Customer has made the payment within the agreed terms.

8.6. If the Supplier decides to send the parts necessary to repair the Product to the Customer, the latter will not be entitled to any other direct or indirect compensation depending on the defect of the Product.
The spare parts will be shipped by the Supplier according to DAP delivery, Incoterms® 2020 ICC.
The replaced parts must be sent by the Customer to the Supplier, only at the request of the latter and according to DAP Chiuduno - Italy, Incoterms® 2020 ICC at the expense of the Customer.
Any labor costs incurred by the Customer for the replacement of spare parts during the warranty period are the sole responsibility of the Customer.
All processing costs at the Customer's or final Customer's site are not included in the warranty contract.
Therefore, the travel, board and lodging costs of the technician or technicians sent by the Supplier will be charged to the Customer.

8.7. The warranty service and the related procedure described constitute the only remedy that the Supplier guarantees in the event of complaints.
The Supplier expressly disclaims any liability with regard to implied warranties, including, without limitation, any warranties of merchantability and/or suitability of the Product for a particular purpose. In no case shall the Supplier's liability, whether based on sales service, willful misconduct, warranty, strict liability, or any other form of liability, exceed the amount of the single defective and/or damaged Product.
The Supplier cannot be held responsible for any indirect, special, incidental, consequential or punitive damage, including, without limitation, the loss of turnover or loss of use caused to the Customer's or final Customer's Products.

8.8. The eventual defective Product does not entitled the Customer to withdraw from the sale contract or to withhold any kind of sums.

9. ANCILLARY SERVICES
As indicated in the previous art. 2.1. it is possible that the Supplier provides the following ancillary services:
- **Start-up and training at the Customer's premises where the Product is installed**: the service will be provided by the Supplier's Service Office which will indicate, based on the dates scheduled for the delivery of the Product, when the start-up will be performed. At the end of the service, the technician or technicians of the Supplier will have the Customer sign a report specifying the duration and the activities carried out during the service. At the request of the Customer, training certificates may be issued by the Supplier. Following the signing of the report, the start-up and training service will be considered concluded and accepted without complaints by the Customer.
- **Training at the Customer's premises where the Product is installed**: if this service is requested, one or more of the Supplier's technicians will go to the Customer's site in order to instruct the operators present and indicated by the Customer in relation to the use of the Product. It will be the Customer's responsibility to specify what type of training he intends to purchase (whether more practical or more theoretical or both). It will be established by specific case whether the travel, board and lodging costs will be borne by the Customer or will be

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included in the Supplier's quotation. It is understood that if these costs are the responsibility of the Customer, the latter must ensure the adequacy of the same to the European standards of 3-star accommodation. At the end of the service, the technician or technicians of the Supplier will have the Customer sign a report specifying the duration and the activities carried out. At the request of the Customer, training certificates may be issued by the Supplier. Following the signing of the report, the service will be considered concluded and accepted without complaints by the Customer.

- **Online training**: if this service is requested, one or more of the Supplier's technicians will give theoretical training that can be carried out remotely. At the end of the service, the Supplier's technician or technicians will have the Customer sign a report specifying the duration and the activities carried out. At the request of the Customer, training certificates may be issued by the Supplier. Following the signing of the report, the service will be considered concluded and accepted without complaints by the Customer.
- **Training at the Supplier's headquarters**: the service can be performed simultaneously with the inspection of the Product at the Supplier's headquarters or at the request of the Customer even in the absence of a Product purchase at any time. It will be the Customer's responsibility to specify what type of training he intends to purchase (whether more practical or more theoretical or both). The travel, board and lodging costs of Customer's employees will always be borne by the Customer. At the end of the service, the Supplier's technician or technicians will have the Customer sign a report specifying the duration and the activities carried out. At the request of the Customer, training certificates may be issued by the Supplier. Following the signing of the report, the service will be considered concluded and accepted without complaints by the Customer.
- **Repair**: the Customer can purchase a repair outside the warranty period for the Products or if the warranty does not cover the Products purchased. During the warranty period, repairs are governed by the previous article 8. If a repair is required outside the warranty referred to in art. 8, the Customer will have to bear all the travel, board and lodging costs of Supplier's technician or technicians as well as the costs relating to spare parts and related shipping. Unless otherwise agreed between the parties, the costs related to the expenses of the technician or technicians sent by the Supplier and described above as well as the cost of parts in relation to spare parts previously identified and specified by the Supplier must be paid in advance by the Customer. Any costs incurred by the Supplier and not foreseeable (by way of example: spare parts not foreseen) must be paid by the Customer in the final balance. The Customer must ensure the presence of any necessary equipment that will be requested by the Supplier's technician who will have to carry out the intervention before programming it. The intervention will therefore be scheduled only after verifying the presence of the necessary equipment.
- **Online assistance**: if this service is requested, one or more of the Supplier's technicians will provide assistance that can be carried out remotely. The Customer can purchase a remote assistance intervention outside the warranty period of the Products or if the warranty does not cover the Products purchased. During the warranty period, remote assistance is governed by the previous article 8. Unless otherwise agreed between the parties, the costs relating to the Supplier's service must be paid in advance by the Customer. At the end of the service, the Supplier's technician or technicians will have the Customer sign a report specifying the duration and the activities carried out. Following the signing of the report, the service will be considered concluded and accepted without complaints by the Customer.

The ancillary services may be requested by the Customer when ordering the Product and, in this case, the amount will be indicated in the order confirmation by the Supplier, or they may be requested later and in this case the cost of the services will be indicated by the Supplier in the offer requested by the Customer.
In all the cases described above, if the intervention of a technician is required, the scheduling of the sending of the latter to the Customer's premises will be carried out following payment by the Customer of the advance payment (if required). The intervention planning will be made on the basis of the availability of the technician or technicians identified for the provision of the service.
In all the cases described above, if the service cannot be performed for reasons attributable to the Customer, the Supplier will have the right to withhold the sums paid in advance as compensation for damage, except the right to act for further damages.
If, based on the agreements between the parties, part of the payment (in particular the final balance) is linked to the execution of the accessory service purchased together with the Products, in the event that the service cannot be performed for reasons attributable to the Customer, the latter must in any case pay the balance no later than 3 months from the delivery of the Products.

10. CONFIDENTIALITY

The Customer commits to keep any and all information or technical data relating to the sales Products, their operation or use, as well as any administration or commercial information relating to the asset's sale contract (price, terms of payment, warranty etc.) confidential and not to disclose them to third parties, when this is not strictly necessary for the legal purpose, for the purpose of selling the service and for the relationship between the parties, for all the relationship terms and for further three years from each Product last delivery.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

The sale of products and their direct or indirect use shall not give rise to any transfer to the Customer of any industrial or intellectual property right on sold products, which shall remain the Supplier's right.

12. MISCELLANEOUS

12.1. Neither Party shall be liable for any failure, impossibility or delay in the performance of its contractual obligations to the extent that such failure, impossibility or delay is caused by an event of Force Majeure.

For the purposes of these General Terms and Conditions, "Force Majeure" shall mean any extraordinary, unforeseeable event beyond the reasonable control of the affected Party, including, without limitation, war, armed conflict, acts of terrorism, riots, national or international strikes, lockouts, natural disasters, fire, flood, earthquake, epidemic, pandemic, public health emergency, acts or measures of governmental or public authorities (factum principis), import or export restrictions, disruptions of supply chains, shortages or unavailability of raw materials, components, energy or transportation services, as well as any other circumstance beyond the reasonable control of the affected Party.

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The Party affected by the Force Majeure event shall promptly notify the other Party thereof and shall not be deemed in breach of contract for any failure, impossibility or delay resulting directly or indirectly from such event.

For the duration of the Force Majeure event, the affected Party shall be entitled to suspend the performance of its obligations and to extend delivery and/or performance deadlines for a period corresponding to the duration of the impediment and its consequences.

Should the Force Majeure event continue for more than six (6) months, either Party may request a renegotiation of the contractual terms. If the Parties fail to reach an agreement within thirty (30) days from such request, either Party shall be entitled to terminate the Contract by written notice to the other Party, without liability for damages, penalties or any other compensation.

12.2. Possible concessions by the Supplier, expressed or implied waivers to act, even repeated, in case of breaches or defaults of the other Party cannot constitute a precedent or undermine the validity of clauses disregarded and or other clauses of this Agreement, nor will result in the loss of the right of the Supplier to enforce its rights.

12.3. Notwithstanding paragraph 1 of this Clause, where a party to a contract proves that:

a. the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

b. it could not reasonably have avoided or overcome the event or its consequences,

the Parties are bound, within a 10 working days' time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow for the consequences of the event.
If one of the two parties does not accept the renegotiation conditions of the contract, the party who proposed the solution has the right to terminate the contract.
In the event of suspension, renegotiation, withdrawal from, or termination of the Contract pursuant to this Clause, the Supplier shall be entitled to retain and/or receive payment for all activities already performed and all costs incurred up to that date, including, without limitation, engineering and design costs, procurement of raw materials and components, manufacturing activities already carried out, production processes already commenced, testing, quality control activities, and any other services or works performed in connection with the Contract.

12.4. The text of this General Condition of Sales is written in English. In case of other version or translation, the English text shall prevail.

13. CHARACTERISTICS OF THE PRODUCTS - MODIFICATIONS
Any information or data relating to the technical features and/or specifications of the Products contained in catalogues, price lists, brochures and similar documents is provided for information only and the Customer must always ask the Supplier for confirmation. Supplier may make any changes to the Products which, without altering their essential technical features, appear to be necessary or suitable.

14. TRADEMARK AND INTELLECTUAL PROPERTY
The Customer cannot remove, cover or modify the trademark, labels, logos and signs found on the Products upon delivery. Any intellectual Property Rights pertaining to the Products and/or Services shall remain a Supplier exclusively right. Any form of reproduction, use and exploitation of the Supplier's patents and know how is forbidden to the Customer.

15. SEVERABILITY
If any provision of the present General conditions of sale shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. APPLICABLE LAW AND JURISDICTION
16.1. The sales contract shall be governed and construed in compliance with Italian law.

16.2. In the case of countries belonging to the EU (European Union), EFTA countries (European Free Trade Association) or countries such as Brazil, Argentina, Egypt, Lebanon, Morocco, Moldova, China, Kuwait, CIS (such as Armenia, Azerbaijan, Belarus, Russian Federation, Kazakhstan, Kyrgyzstan, Moldova, Tajikistan, Uzbekistan), Tunisia and Turkey, the competent court will be the Court of Bergamo
For countries not mentioned above, all disputes arising from or related to this contract must be resolved through a Mediation procedure and if this is not possible within four months of the start of the negotiations, disputes will be resolved in accordance with the Regulation on Arbitration of the Milan Chamber of Commerce, by one or more arbitrators appointed by a reciprocal agreement between the parties within 30 days of the request for arbitration; should the parties fail to reach an agreement, the arbitrators will be appointed by the Arbitral Council in accordance with the Rules. The referees will judge ex aequo et bono and will have to explain and provide the reasons behind their rulings and/or acknowledgments. The seat of the arbitration will be Milan and the arbitration proceedings will be conducted in English.

DATE

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CUSTOMER

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OMAC ITALY s.r.l.
Sede legale e Stabilimento - Head Office
Via Pizzo Camino, 9
24060 Chiuduno (BG) - Italy

Certified ISO 9001 since 2003

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www.omac-italy.com

Secondo Stabilimento - Second Plant
Via Portici Manarini, 41
24060 Chiuduno (BG) - Italy

The Customer declares to have agreed and understood every single article of these General Conditions of Sale.
In particular, in compliance with articles 1341 and 1342 of the Italian Civil Code, the Customer hereby expressly approve the provisions under the following articles:
3. ORDERS
4.1. DELIVERY TERMS
7. RETENTION OF TITLE
8. WARRANTY
9. ANCILLARY SERVICES
16. APPLICABLE LAW AND JURISDICTION

DATE
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CUSTOMER

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REV.03 of 22/06/2026