



GENERAL SALES CONDITIONS

Valid from 12/9/2020 until revision

THIS DOCUMENT IS VALID FOR THE FOLLOWING COMPANIES

TRAFILIX SpA

Via Ruc, 30 | I-25040 Esine (BS) Italy | IT00557640984

TRE VALLI ACCIAI SpA

Via Manzoni s/n | I-25040 Berzo Inferiore (Bs) Italy | IT01886340981

TRAFITEC Srl

Via Regone, 54 | I-20078 | S.Colombano al Lambro (MI) Italy | IT03220420982

TRAFIL CZECH Sro

Ulice Dubská, vjezd: vrátnice PH2 | (POLDI Hütte) CZ-27201 Kladno Czech Republic | CZ26500299

ACCIAI BRIANZA Srl

Via Filippo da Desio, 53 | I-20033 Desio (MB) Italy | IT02739150155

divisione commerciale: TRAMET

Interporto Sito Nord, Ottava Strada, 6 | I-10043 Orbassano (TO) Italy

CO.MET. ACCIAI Srl

Via G. di Vittorio, 50 | I-25125 Brescia Italy | IT02051610174

divisione commerciale: SIDERCONERO

Via Crispi 11/13 | I-60027 Osimo Stazione (AN) | Italy

COSMO ACCIAI Srl

Via Guido Rossa, 9 | I-41057 Spilamberto (MO) Italy | IT01942260363

NUOVA BASSANI Srl

Via G. Ansaldo, 17 | I-47122 Forlì (FC) Italy | IT01611440403

SIDERMARCA Srl

Via della Libertà, 46 | I-31050 Ponzano Veneto (TV) Italy | IT02380040267

DEFINITIONS

SELLER. Lucefin SpA or the individual Group Companies listed above.

BUYER. The party signing the order, also referred to as the Customer.

ORDER. A purchase request made in writing or verbally by the customer, indicating the technical requirements for the products and the terms and conditions of supply.

GENERAL TERMS AND CONDITIONS. The terms and conditions governing the relationship between the Buyer and the Seller.

PRODUCT. The subject of the Order, also referred to as the Goods.

SUPPLY. The goods/services provided by the Seller.

ORDER CONFIRMATION. The document issued by the Seller in response to the order, stating whether the order has been accepted, or any changes and specifications regarding the order proposal made by the Customer.

TECHNICAL DATA SHEETS. The documentation published on the Lucefin Group website, describing the mechanical and chemical characteristics of the products. Reference to international product standards is only valid for those standards that are specifically listed and included in the individual technical data sheets.

1 GENERAL PROVISIONS

All orders forwarded by the customer shall be regulated by these General Terms and Conditions of Sale; sending an order implies that the customer is aware of and fully accepts the clauses here below. These terms and conditions regulate the contractual relationship between the seller and the buyer relating to the order, unless the parties make a specific exception to them through a written agreement signed by the seller.

Product references, technical specifications and quality standards are those indicated in the technical data sheets published on the seller's website.

2 ORDER AND ORDER CONFIRMATION

The order must indicate all technical specifications and details of the products requested, otherwise the ones indicated in the order confirmation shall be valid or, alternatively, those indicated in the technical data sheets.

Any technical specifications indicated by the customer not discussed before order placement or forwarded by the customer after the order was signed, shall not be taken into consideration, without prejudice to the seller's right to consider them as a new order.

Lucefin Group supplies its products in compliance with the technical and quality characteristics indicated by the customer in the purchase order. Any damage resulting from product usage different or improper from the one allowed by the reference technical specifications can't be ascribed to the supplier.

The order shall be considered as being fully accepted and approved by the seller once the customer receives the order confirmation from the seller. Alternatively, the order shall be considered as being accepted, on the basis of conclusive facts, if the seller directly sends notification that the goods are ready to be picked up/ shipped.

If the seller is unable to fully accept the order clauses, the seller is entitled to send the customer an order confirmation containing all the necessary changes (e.g. quantity, type of product ordered, etc), asking for the customer new acceptance.

Should the Customer fail to provide any clarifications in writing, to be sent via e-mail no later than three working days after receiving the order confirmation, to the same e-mail address from which that confirmation was sent, the sales contract will be considered to be effective between the parties. The aforementioned deadline will be reduced to one working day for the Lucefin Group's distribution sites.

3 DELIVERY DEADLINES

The delivery deadlines for the sale are always indicative and non-binding, even if they are stated on the order and/or order confirmation, unless otherwise agreed separately in writing upon the customer request. Unless a separate agreement has been made in writing, the seller shall not be held liable under any circumstances. The delivery deadline shall be understood to have been respected once notification has been provided that the goods are ready to be picked up or the delivery notice has been issued, depending on the case in question. Once the customer receives this notification, he is obliged to pick up the goods as soon as possible. Should the goods not be promptly picked up, the seller reserves the right to invoice the customer for the products and for any storage costs and, should the legal requirements be met to do so, also to terminate the sales contract.

4 DELIVERY METHODS AND PICKING UP GOODS

Unless otherwise agreed in writing, goods shall only be delivered at our production facilities or our warehouse, as indicated in the order confirmation. Once the goods have been picked up or handed over to the carrier, they shall be transported at the buyer's sole risk. Different delivery methods may involve the application of current INCOTERMS regulations.

5 PRICE AND PAYMENT CONDITIONS

The sales price, payment methods and payment conditions are those indicated in the order confirmation and invoices, issued in accordance with the agreed upon conditions.

Should it be agreed for the payment of the goods to be made in instalments, the missing, partial or late payment of even only one instalment shall entitle the seller to demand immediate payment of the entire amount due, or, at the latter's sole discretion, the termination of the contract (pursuant to Art. 1526 of the Italian Civil Code).

Failure to make a payment or only making a partial payment and, in any case any late payments, shall entitle the seller to put on hold performance of the contract and to withhold any goods that are yet to be delivered. In this case, the seller may also alter the payment conditions for any additional goods supplied and, in any case, - depending on the seriousness of the non-compliance -, may terminate the supply contract by simply sending a notification to this effect to the buyer, with the latter being unable to claim any compensation or raise any objections in this regard. In any case, the buyer shall be obliged to pay compensation for any additional damages deriving from the failure to perform other contracts.

In the event of late payments, all other legal consequences shall apply.

6 ACCEPTANCE (NON-CONFORMITY/COMPLAINTS)

The buyer shall check the product delivered or picked up and must make any complaints regarding products that do not comply with the agreed specifications in writing, no later than eight days after receiving the goods, otherwise they shall no longer be accepted. The seller must be informed of any differences in weight found upon receipt of the goods, exceeding the tolerance of 3 x 1000 compared with the indications provided in the accompanying documentation. Such differences must also be communicated to the courier by writing "accepted subject to checking" on the copies of the delivery documents.

No complaints will be accepted regarding specifications or specific uses of the product that were not included or indicated in the order or regarding consequences deriving from the customer's not suitable product storage. Complaints for product non-conformity shall be processed in accordance with the UNI 11025 standard (version in force at the time of the order).

7 SUPPLY TERMS AND CONDITIONS

The seller undertakes to comply with the product specifications as requested in the accepted order or order confirmation.

5% in weight of all the bars on order may be shorter than the length agreed upon. They may also be supplied in separate bundles.

Should no specific request be made by the customer in their order, the seller shall package the goods in accordance with their own procedures, aimed at keeping the goods intact. In any case, the seller may not be held liable for any losses or faults caused by reasons other than the latter's misconduct or gross negligence.

If present, the packaging is understood to protect the surfaces during transportation against possible rusting caused by condensation, but not due to direct contact with water; the packaging is also not suitable to protect the surfaces from damage caused by inappropriate handling and/or storage.

Any specific types of packaging not indicated in the order confirmation, but only requested at the time of shipping, shall be included as extra costs in the invoice.

8 INSPECTIONS AND TESTING

Inspection/testing procedures and certificates for the goods supplied shall be regulated by the agreements made in the order and in the order confirmation.

9 WITHDRAWAL AND CONTRACT TERMINATION

The seller shall have the right to withdraw from the contract, without any charges, if it becomes aware that notice of protests have been issued against the customer regarding cheques or bills of exchange or other negotiable instruments, as well as if monitory, ordinary, insolvency or bankruptcy proceedings, or out-of-court proceedings, have been initiated against the customer.

In addition to the cases of missing or late payments, as provided for by the relative clause, the seller shall also be entitled to terminate the supply contract by sending written notification to this effect to the customer, if, after sending due notification that the goods are ready to be picked up or after issuing the delivery notice, said goods are not picked up by the deadline which the seller considers to be essential.

10 ACQUIESCENCE

Any acquiescence in relation to the customer's conduct or non-compliance shall not, in any way, lead to the seller losing any of his rights.

11 SAFEGUARD CLAUSE

In addition to the cases of force majeure and other circumstances provided for by the law (including alert conditions, mobilisation, blockades or war, also in the countries of raw material suppliers, strikes and labour unrest, lockouts, fires, flooding, public disasters, etc.), and also in the case of any orders and provisions made by the Commission of the European Communities aimed at restricting or in any case regulating the consumption of certain raw materials, and the production and distribution of steel and finished products, the seller shall be entitled to fully or partially withdraw from the sales contract that has been duly concluded, as well as from any contracts still in the process of being defined, should facts and circumstances arise, regardless of where, that substantially alter market conditions, currency value and industrial conditions in Italy. In these cases and, in general, if the seller withdraws from the contract due to an impediment that has nothing to do with their own actions or fault, the buyer shall not be entitled to any compensation or reimbursement and, if requested to do so, must pay for any finished goods or goods in the process of being made.

12 INVALIDITY OF SINGLE CLAUSES

Should one or more of the above clauses, or provisions stated in separate agreements between the parties, become null and void, this shall not, in any way, invalidate the entire sales contract.

13 PRIVACY

Should the seller be in possession of customer data that may be classed as “personal” pursuant to applicable legislation (as per EU Reg. no. 679/16, Italian Legislative Decree no. 196/2003, Italian Legislative Decree no. 101/18, and subsequent amendments and integrations), this data shall be processed for the purposes of the contract (forming the legal basis for the processing) and in accordance with legal obligations, with the seller acting as data controller, in order to guarantee the compliance, security and confidentiality of said data. Full versions of the privacy information notices are published on the seller’s website.

14 APPLICABLE LAW

For anything not stated in these general terms and conditions of sale, Italian law shall apply to the sale and supply of goods and to the relative contracts and obligations undertaken with our company.

15 LANGUAGE OF REFERENCE

These terms and conditions have been drawn up in Italian and in English; in the event of any disputes, the Italian version shall prevail.