

## 1. GENERAL

All sales of products made by Pietro Fiorentini Iberia, S.L. are subject to these General Sales Conditions, unless otherwise stipulated. No other conditions or agreements that have not been expressly accepted in writing by Pietro Fiorentini Iberia, S.L. shall have any legal value or effect.

The subscription of any order, agreement, contract, etc., signifies the renunciation by the Purchaser of its own general conditions of purchase and/or any other stipulation, and the acceptance of the present ones.

All orders must be placed in writing and are subject to the express approval of Pietro Fiorentini Iberia, S.L.

These General Sales Conditions shall be deemed to have been communicated to the Purchaser from the moment the latter receives an offer from Pietro Fiorentini Iberia, S.L.

Alternatively, they shall be deemed to have been communicated if the Purchaser has previously received them in the course of his business relationship with Pietro Fiorentini Iberia, S.L., in which case they shall be deemed to have been accepted by the Purchaser to all intents and purposes when placing his order.

## 2. DELIVERY DEADLINE

Pietro Fiorentini Iberia, S.L. will endeavour to deliver the products within the established delivery dates, which are estimates and are not binding, and under no circumstances guarantees that they will be met.

The delivery dates that appear in the order confirmation are approximate. Early deliveries and partial deliveries shall be authorised unless there is a written agreement prohibiting this.

Unless Pietro Fiorentini Iberia, S.L. is guilty of gross negligence or wilful misconduct, the expiry of the delivery period shall not entitle the Purchaser to claim damages or compensation, to refuse to supply the Products, or to suspend the fulfilment of any obligation, in particular payment, or even to request its termination.

In the event of postponement of payment of overdue invoices, as well as their non-payment, and/or due to the customer exceeding the credit limit established by Pietro Fiorentini Iberia, S.L., orders pending delivery shall be blocked until the incident in question has been resolved.

## 3. PRICE

The prices in our price list are expressed in Euros (excluding taxes) and in Ex Works Barcelona conditions.

The supply prices do not include the costs of packaging, transport, including loading and unloading, insurance, customs, which are carried out at the risk and expense of the Buyer, and will be subject to an additional charge on the sale price.

In the event that there are offers prior to an order, the prices offered shall be valid for the period indicated therein, and during this period shall be considered as fixed under the payment conditions specified in the offer.

Pietro Fiorentini Iberia, S.L. reserves the right to modify the prices of the current price list at any time without prior notice. The applicable prices shall be those in force at the time the order is placed.

## 4. TERMS OF PAYMENT

Unless otherwise agreed in writing, payment for all orders placed shall be made in accordance with the regulations in force at the time of sale or those agreed between Pietro Fiorentini Iberia, S.L. and the Buyer.

All invoices issued by Pietro Fiorentini Iberia, S.L. shall be considered as approved and in conformity unless the Purchaser shows his disagreement in writing within seven (7) days of receipt thereof.

In the case of partial deliveries, Pietro Fiorentini Iberia, S.L. shall be authorised to invoice and demand payment for each partial delivery, as well as to issue partial invoices, and the Purchaser shall be obliged to pay such invoices in accordance with these General Sales Conditions.

The maximum payment term to be complied with by the Purchaser shall not exceed the period of 60 calendar days established in Law 15/2010 establishing measures to combat late payment in commercial transactions. Failure to pay on the due date of the invoice will lead to the immediate suspension of the supply of materials and may also entail the modification of the payment conditions of future orders. In the event of deferment of payment of an invoice beyond the initially agreed due date, a penalty of 3% per month shall be applied to the amount of the invoice. This is without prejudice to any other right that Pietro Fiorentini Iberia, S.L. may have, including the right to recover any judicial and/or extra-judicial costs that it may incur in order to recover the amounts owed. Regardless of the concept that the customer gives to a payment, the payments made will be charged first to the penalties for deferment and/or non-payment, and then to the principal of the debts that have an older maturity.

Timeliness of payment is an essential condition, so that if the Buyer fails to meet its payment obligations, fails to pay on time or in full, the Seller shall be entitled to suspend any commitment or obligation arising from the Agreement until the Buyer meets its obligations.

## 5. RESOLUTION

In cases where the Buyer is in breach of any of its obligations or there is reasonable doubt as to whether it will perform its obligations, Pietro Fiorentini Iberia, S.L. shall be entitled to proceed with the termination and cancellation of the agreements.

It shall also be entitled to recover its ownership of the Products, and this without prejudice to any other rights, in particular the right to recover all damages suffered, including all legal costs and expenses, suffered, including all judicial and extrajudicial costs, and the payment by the Buyer to Pietro Fiorentini Iberia, S.L., of all amounts due or outstanding which shall be deemed due and payable thereon.

## 6. ORDERS CANCELLATION AND RETURN OF GOODS

In the event of partial or complete cancellation of an order, 2 working days after the Customer has given the order request to Pietro Fiorentini Iberia, S.L. the order request to Pietro Fiorentini Iberia, S.L., there will be a cancellation charge for the Customer of 15%, with a minimum of 60€ for spare parts or 40€ for other equipment. Cancellations of orders for specially configured equipment or special orders will not be accepted without the prior written approval of Pietro Fiorentini Iberia, S.L.'s Sales Manager.

All requests for returns must be previously analysed and accepted by Pietro Fiorentini Iberia, S.L., and the customer must inform us of the reasons for such requests. Returns due to defects of identity and/or quantity must be processed within 14 calendar days of delivery of the material. Material that is out of stock or out of warranty will not be accepted.

## 7. CLAIMS AND WARRANTY

All equipment supplied is guaranteed for one year from the date of commissioning or for 18 months from the date of delivery to the Purchaser, whichever occurs first. The transport costs necessary for the provision of the aforementioned warranty shall be invoiced to the customer.

Any claim for damage or breakdown of the equipment supplied by Pietro Fiorentini Iberia, S.L. must be notified in writing to Pietro Fiorentini Iberia, S.L. within 14 calendar days of receipt of the equipment.

In order for the guarantee to be valid, the defect must be accepted by the S.A.T. department of Pietro Fiorentini Iberia, S.L.

The aforementioned guarantee consists solely and exclusively of the repair or replacement (at the choice of Pietro Fiorentini Iberia, S.L.) within a reasonable period of time, of the products that have been recognised as defective, either due to material or manufacturing defects. Repairs are understood to be carried out in the workshop of Pietro Fiorentini Iberia, S.L. in Barcelona, the Buyer being responsible for dismantling, packaging, loading, transport, etc. caused by sending the defective material to the installations of Pietro Fiorentini Iberia, S.L. in Barcelona. The Purchaser undertakes to accept the replaced or repaired products, and in no case shall Pietro Fiorentini Iberia, S.L. be liable to the Purchaser for any type of economic loss as a consequence of the initial supply or deliveries of the replaced or repaired products.

In no event shall Pietro Fiorentini Iberia, S.L. be liable to the Purchaser or third parties for any direct, indirect or consequential loss or damage arising out of or in connection with the subject matter of this contract, including accidents to persons, damage to goods other than the subject matter of the contract or loss of profit. Any commitments and obligations of the Purchaser resulting from the warranties existing between him and his customers which exceed the aforementioned and which have not been accepted by Pietro Fiorentini Iberia, S.L., in writing and expressly, shall be for the exclusive account of the Purchaser.

The repair or replacement of a defective item does not change the starting date of the warranty period of the products supplied. The repaired or replaced products will have a guarantee from the date of their repair or replacement equal to the remaining period of the defective or replaced product until the terms stipulated in these General Conditions of Sale have been met.

This guarantee does not cover damage, defects etc. resulting from:

- a) Repair and replacement of parts resulting from normal wear and tear.
- b) Repairs, modifications or alterations to the products carried out by personnel external to Pietro Fiorentini Iberia, S.L.
- c) Improper use, replacement, repair, modification, conservation or alteration, or lack of maintenance in accordance with the maintenance instructions outlined by Pietro Fiorentini Iberia, S.L.
- d) Failure to lubricate, use or clean with the recommended products and at the intervals indicated by the manufacturer or by Pietro Fiorentini Iberia, S.L.
- e) Pietro Fiorentini Iberia, S.L. shall provide the Purchaser with the necessary information and documentation, including the operating manual, for the performance of its duties.
- f) Incorrect or negligent handling, abusive use, faulty assembly, variation in the quality of the electrical supply (voltage, frequency, etc.), modifications introduced without the approval of Pietro Fiorentini Iberia, S.L., installations carried out or subsequently modified without following the technical instructions of the product and in general any cause not attributable to Pietro Fiorentini Iberia, S.L.

## 8. RESPONSIBILITIES

Under no circumstances shall Pietro Fiorentini Iberia, S.L. be liable for indirect or consequential damages that may arise as a result of the supply, including but not limited to loss of production, loss of profit, downtime costs, breakdowns in the products or in other parts or equipment other than the products, of the Purchaser or third parties, accidents at work or suffered by third parties, accidents and incidents against the environment, etc.

The total liability of Pietro Fiorentini Iberia, S.L., deriving from the supply for any reason whatsoever, is limited to the value of the supply that has given rise to the claim.

## 9. JURISDICTION AND APPLICABLE LAW

For all disputes arising within the framework of the contractual relationship between Pietro Fiorentini Iberia, S.L. and the customer, the Courts and Tribunals of Barcelona shall have jurisdiction. Likewise, Spanish law is agreed as the applicable law.

These conditions of sale cancel the previous ones and will be in force until any changes are communicated. These conditions of sale supersede the previous ones and shall remain in force until any changes are communicated.

Barcelona, July 2023

