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F I R E D O O R S

# **GENERAL CONDITIONS OF SALE**

# General conditions of sale

## 1. AMBITO DI APPLICAZIONE

- 1.1. These general conditions ("GCS") govern every contract of sale ("Contract") entered into between the company MEVERIN Srl, Tax Code 00561330341, with registered office in Sorbolo Mezzani (43058 - PR) Strada della Pace no. 36 (hereinafter "MEVERIN" or "Seller") and its Customers (hereinafter also "Purchasers"), concerning goods produced and/or marketed by MEVERIN (the "Products").

The Contract is governed, not only by these GCS, but also by the special conditions accepted and signed by the parties.

- 1.2. Also forming an integral part of these GCS are the "Technical Indications" relating to the different types of doors in the catalogue that will be delivered to Customers in the pre-contractual stage and/or upon entering into the Contract.
- 1.3. These GCS are set out, or referred to, at the bottom of the pre-contractual documents and are published on MEVERIN's website at <https://www.meverin.com/condizioni-general-di-vendita/>

The Seller reserves the right to amend these GCS, without prejudice to their validity for Contracts entered into during their term.

- 1.4. These GCS prevail over any different stipulation inserted in forms or other documents drawn up by the Purchaser.

## 2. CONCLUSION AND CONTENT OF THE CONTRACT

- 2.1. Quotations formulated by MEVERIN and/or its agents and/or representatives ("Preliminary Quotations"), even if signed, do not oblige and do not bind either the Customer or MEVERIN to enter into a Contract, but have the sole purpose of allowing a proper gathering of data for drawing up a subsequent sales document by the Seller ("Final Sales Offer"), which the Purchaser will be free to accept or not.
- 2.2. The Contract shall be considered validly entered into only when MEVERIN receives the Final Sales Offer (drawn up by the Seller on headed paper or on forms prepared by it) signed for acceptance by the Customer in every part.
- 2.3. By signing and accepting the Final Sales Offer (drawn up by the Seller on the basis of the information gathered from the Customer), the Purchaser confirms that they have read the characteristics of the goods as well as the specific conditions of sale and notes relating to each Product, as set forth therein. In particular, the Purchaser takes full and exclusive responsibility for the correct surveying and indication of the measurements of the Products included in the Contract, expressly exempting the Seller and/or its appointees (agents, representatives, etc.) from any liability in this regard, even if they had participated in the measurement operations.
- 2.4. Once entered into, the Contract is governed not only by these GCS but also by the particular conditions contained in the accepted Final Sales Offer, and may be modified only with the express written consent of both parties.
- 2.5. It is understood that conditions and/or information and/or characteristics regarding the Products (e.g., weight, dimensions, features, prices, colours and other data) contained in the Seller's quotations, catalogues, leaflets, information letters, advertisements, illustrations or price lists do not form part of the Contract unless referred to in these GCS or in the accepted Final Sales Offer.
- 2.6. It should be noted that the Contract never includes the installation of the Products, unless otherwise expressly agreed in writing between the parties.

## 3. PRICE AND PAYMENT

- 3.1. The Purchaser shall pay the price for the purchase of the Products ("Price") stated in the Contract. Unless otherwise agreed, the Price does not include the costs of transportation, special packaging, delivery, installation, assembly, laying, loading and unloading of goods, and other services not provided for in the Contract.
- 3.2. The Purchaser shall pay the Price in the terms and with the procedures set forth in the Contract. If the Price is not to be paid upon delivery, payment must always be made at the Seller's domicile as specified in the Contract (bank transfer, bank receipts, etc.).

- 3.3. In the event of any delay in the payment of the Price, even partial, upon the due dates set forth in the Contract, the Seller shall be entitled to the payment of default interest pursuant to Legislative Decree No. 231 of 2002 with automatic commencement from the day following the expiry of term for payment, without the need for any formal notice of default.
- 3.4. In the event of late or non-payment of the Price on the due dates set forth in the Contract, the Seller may immediately suspend performance of the Contract, without prejudice to the exercise of any other rights attributed to the Seller by law or by the Contract.
- 3.5. The Purchaser may not raise exceptions (including with respect to alleged defects or lack of quality of the products) in order to avoid or delay payment of the Price (solve et repete).
- 3.6. Delayed and/or non-delivery of the Products due to facts not attributable to the Seller shall not result in any extension and/or deferment of the payment terms already stated in the Contract.

## 4. DELIVERY AND TRANSFER OF RISK

- 4.1. Unless otherwise agreed in writing, MEVERIN agrees to deliver the Products by making them available to the Purchaser, or to the carrier (or other party) designated by the Purchaser, at the Seller's establishment in Sorbolo Mezzani (43058-PR) Strada della Pace No. 36.
- 4.2. Upon delivery of the Products to the Seller's establishment, the Purchaser bears all risk of loss or damage to the Products (which travel at the Purchaser's risk).
- 4.3. When MEVERIN undertakes to arrange for the shipment and/or transportation of the Products to be delivered to a place other than the Seller's establishment, in such case the Purchaser must complete the appropriate "Transportation Form" prepared by MEVERIN. This form must indicate the particular conditions in question, and which the Purchaser signs for specific acceptance.
- 4.4. Also in the event that MEVERIN takes on the commitment and/or costs for transportation, the Seller is free from the obligation of delivery, assigning the Products to the carrier or freight forwarder, which always travel at the Purchaser's risk.
- 4.5. Delivery times and dates stated in the Contract are always considered as only indicative and are never binding or essential, with the result that the Seller cannot be held liable for damages resulting from delayed delivery of the Products.
- 4.6. The Seller notifies the Purchaser (either directly or through the appointed carrier/shipper) when the Products are ready, indicating the actual date on which delivery is expected. After communicating the actual date of delivery of the Products, MEVERIN will issue the relevant transport document and/or equivalent and the resulting invoice.

The Purchaser shall collect the Products without delay and, in any event, no later than ten (10) days from the actual delivery date communicated by MEVERIN or the carrier/shipper.

If, for any reason whatsoever (e.g.: construction site not ready, lack of organization for receiving the Products, etc.), the Purchaser fails to collect the Products within the term of 10 days from the actual delivery date as communicated, the latter shall be automatically considered in default and - in addition to being obliged to pay the Price of the Products indicated in the invoice - shall be obliged to compensate MEVERIN for the damages caused by the failure or delay in collecting the Products, including also the costs and expenses related to the warehousing or storage of the Products, including at third parties' premises.

## 5. DELIVERY DOCUMENTATION AND LIMITATIONS.

- 5.1. The Seller shall deliver to the Purchaser the "Documentary File" with the declaration of conformity of the Products with the applicable regulations and/or legislation in force only after full payment of the Price of the Products. The Documentary File generally includes: manufacturer's declaration of performance (DoP) and complete installation, operation and maintenance instructions. Alternatively, where due according to applicable regulations and/or legislation, the manufacturer's Declaration of Conformity and a copy of the type approval will be included in the Documentary File. The documentation delivered by the Seller shall be retained by the Purchaser at their own care and expense. MEVERIN is not obliged to issue duplicates of such documentation, additional documents or copies of test certificates. The Documentary File shall be provided in digital format only and will be available on MEVERIN's web platform. The Purchaser will receive the credentials to access the platform and will be notified by an appropriate e-mail whenever a new document becomes available.
- 5.2. Prior to full payment of the Price of the Products, where required, MEVERIN will send to the Purchaser only the Documentary File in copy (DRAFT version). The Documentary File with the final/original documents shall be delivered only after full payment of the Price.

- 5.3. The Purchaser acknowledges and agrees to receive only the DRAFT version of the Documentary File until it has paid the full Price of the Products and is liable to third parties for late or non-delivery of the Documentary File and/or use of the Products purchased in the absence of such documents. The Purchaser, therefore, agrees to indemnify and hold MEVERIN harmless from any liability and/or claim for damages from third parties.
- 5.4. The foregoing provisions regarding the delivery of the Documentary File only after full payment of the Price apply and are therefore enforceable even in the event that the Purchaser is subject to bankruptcy or pre-bankruptcy proceedings governed by current legislation.
- 5.5. Besides the Documentary File, MEVERIN will not be required to provide any other documentation.
- 5.6. The Purchaser acknowledges and agrees that the Products, their installation and use may be subject to requirements or limitations imposed by laws, regulations or standards applicable in the places where they will be resold or installed. The Seller does not guarantee that the Products will meet such requirements or limitations, even if the Purchaser complies with the instructions and Technical Notices provided. The Purchaser shall, therefore: - ensure that the Products, their installation and use will comply with all applicable laws, regulations and standards where they will be resold or installed; - obtain all necessary permits and licenses as well as comply with all applicable requirements and limitations in connection with the resale or installation of the Products where they will be resold or installed.

## 6. WARRANTY AND LIMITATIONS

- 6.1. The Seller guarantees that the Products sold have the technical characteristics stated and/or listed in the Contract and that they are free from defects that make them unsuitable for their intended use.

It should be noted that the CE marking affixed to the Products responds to the need to signal that they, in their essential characteristics and with reference to a standard model, comply with the prescribed safety requirements and that they are, in any case, within the limits of dimensional variation allowed by current regulations. It should be further noted that the "Zero % Standard" production method characterizing MEVERIN's closing devices implies that each of the Products is manufactured in a non-series process and as a single specimen, on specific order and to meet specific needs of the Customer, which requires that the same be built in the dimensions corresponding to the need for closing a specific compartment or environment.

- 6.2. The warranty is limited only to defects in the Products ascribable to manufacturing defects attributable to the Seller. The Seller, on the other hand, is not liable for defects and faults consequential and/or ascribable to:
  - the transportation and/or handling of the Products,
  - the installation and/or assembly of the Products,
  - normal wear and tear and/or obsolescence of the Products,
  - failure to follow indications on the use, storage and/or maintenance of the Products set out in the Contract and in its attachments,
  - non-compliance with the Technical Indications.
- 6.3. The Purchaser shall report any defects in the Products to the Seller, under penalty of forfeiture, within eight (8) days of delivery or, in the case of concealed defects, within eight days of discovery. Otherwise, the Purchaser forfeits the right to the warranty. Notice of defects must be made in detail and in writing by registered mail to be sent to the Seller's registered office or by certified electronic mail (CEM) to be sent to the CEM address [info@pec.meverin.com](mailto:info@pec.meverin.com). The action expires, in any case, after one year from delivery.
- 6.4. The Purchaser agrees not to use Products believed to be flawed and/or defective and to notify the Seller immediately of the existence of any defects so that the Seller may inspect the goods through a trusted party. The Purchaser further undertakes to notify the Seller immediately - within a maximum period of eight days from the time they gain knowledge - of any third-party disputes concerning the Products of which they have become aware.
- 6.5. Unless otherwise stated in the Contract, and except for the mandatory cases provided for by law, the warranty shall last 12 months from the date of delivery, and its operability is subject to the notification of defects made by the Purchaser in the prescribed manner and terms.
- 6.6. After receiving notice of defects, the Seller may inspect the Products where they are located, and the Purchaser may not return the Products believed to be defective to the Seller without prior written authorization. Otherwise, the Purchaser shall bear the related costs and expenses (transportation, disassembly, reassembly, materials, etc.).
- 6.7. In the event the warranty for defects is applicable, the Seller may at its own discretion repair or replace the Products, to the exclusion of any further and/or different obligation. The Seller shall always have the right to make repairs at its premises or to designate another party authorized to make such repairs.

- 6.8. Should the Seller be obliged to compensate the Purchaser for damages resulting from defects in the Products, any compensation for damages can never exceed the Purchase Price of the Products.

## 7. FORCE MAJEURE

- 7.1. If the Seller is unable to complete the scheduled manufacturing of the Products due to the occurrence of force majeure events, the performance of the delivery services shall be postponed until the impediment ceases. Events not attributable to the parties and not foreseeable with ordinary diligence that make the Seller's performance impossible and/or excessively burdensome may constitute cases of force majeure (by way of example: wars, revolutions, riots, blockades or restrictions on trade transits, fires, natural disasters, pandemics, strikes, lockouts, restrictions on the use of energy, general lack of raw materials or other elements essential for production, etc.). The Seller's performance shall be considered excessively burdensome when there is a significant difficulty in obtaining raw materials in the relevant market and/or increases in production costs (raw materials, energy, etc.) such that they result in an increase of more than one-tenth (10%) over the same production costs applicable at the time the Contract is entered into.
- 7.2. If the Seller finds itself unable to perform its services due to a force majeure event as outlined above (impossibility or excessive burden of performance), it will notify the Purchaser in writing within three (3) days of the occurrence of the event, also indicating the date on which the performance of the contract can, presumably, be resumed (under the existing contractual conditions).
- 7.3. Should the force majeure events continue for more than thirty (30) days after Seller has given notice to the Purchaser, the Contract shall be deemed terminated in accordance with Article 1463 of the Civil Code, unless the Parties express their interest in continuing the Contract beyond that period or under different conditions.

## 8. INDUSTRIAL AND INTELLECTUAL PROPERTY

- 8.1. The Seller remains the exclusive owner of all trademarks and other distinctive signs, drawings, designs, inventions, models, schemes, intellectual works, technical knowledge and business information and, in general, of all industrial and intellectual property rights relating to the Products, whether formally protected or not. The Purchaser shall not register and/or otherwise acquire, directly or indirectly, any industrial and intellectual property rights relating to the Products.

The Seller has no knowledge that the Products infringe any third party's industrial and intellectual property rights, but cannot guarantee and does not warrant that the Products will not infringe any such third-party rights.

## 9. MISCELLANEOUS

- 9.1. For any matters not provided for in these GCS and/or the special conditions accepted and signed by the parties, reference is made to legal provisions.
- 9.2. In the event of a foreign language translation of these GCS and/or special conditions, the Italian language version shall always prevail and be considered as authentic.
- 9.3. Any amendment or addition to the Contract shall be made in writing under penalty of invalidity.
- 9.4. Any tolerance of either party with respect to conduct of the other in breach of the Contract does not represent a waiver of rights deriving from the breached provisions nor of the right to demand exact performance. In the event of invalidity, cancellation, or ineffectiveness of one or more of the Contract's terms, the remainder of the Contract shall remain in full force and effect, and the parties shall be required to negotiate in good faith other conditions and/or clauses suitable for achieving, as far as possible, the original negotiating intentions and purposes of the parties.

## 10. APPLICABLE LAW AND COMPETENT COURT

- 10.1. The Contract entered into between MEVERIN and the Purchaser is governed by Italian law and therefore shall be interpreted and executed in accordance therewith.
- 10.2. All disputes relating to the interpretation, execution and termination of the Contract shall be submitted to the exclusive jurisdiction of the Court of Parma.

## 11. COMMUNICATIONS

11.1. All communications regarding the Contract directed to the Seller must be made in writing by registered letter or by certified electronic mail (CEM) and must be addressed to MEVERIN Srl, Strada della Pace no. 36 - 43058 Sorbolo Mezzani (PR), or to the CEM address: [info@pec.meverin.com](mailto:info@pec.meverin.com). In the event of a change, it will be the responsibility of the Seller to notify the Purchaser of the new contact information.

11.2. All communications relating to the Contract directed to the Purchaser shall be made in writing by registered letter or by CEM and shall be addressed to the contact details indicated in the Final Sales Offer signed and accepted by Purchaser.ww



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