

General Conditions of Sale

Rev. 01– May 2023

Foreword

ME.DI srl supplies will be governed exclusively by the following general conditions.

Orders

1. The offer ME.DI srl sends upon the Customer's request does not constitute a contract proposal, whether concerning products on the list, or custom-made products. Therefore, any order made by the Customer will not bind ME.DI srl in any way before the Customer has received the order confirmation from ME.DI. srl in writing.

For small orders (less than €250) ME.DI. srl reserves the right to accept the order by way of execution. Unless otherwise stated, the terms of each ME.DI srl offer are valid for 30 days from when the offer is sent.

2. Each order must specify the exact trade name of each product and the required quantity.

Prices

1. In case you do not receive an offer and/or written confirmation of the order from ME.DI. srl, the price of the required products is to be understood as agreed in line with what is indicated in the latest updated ME.DI srl price list. srl.

2. The price shown on the price lists and/or offers forwarded to the Customer must be understood as net of VAT and ex works of ME.DI. srl (Sulbiate). The Customer's request to bring forward the delivery date of the supplies confirmed in the confirmation order may result in a price change.

Delivery

1. ME.DI. srl is free from any risk regarding the deterioration of the goods and their transport from the moment when they are delivered to the courier or to the shipping agent, or in any event when the goods are made available to the Customer at his factories or warehouses.

2. The terms of delivery set out in the order confirmation are indicative and not mandatory. ME.DI. srl takes no responsibility for damage resulting from delays in delivery. A delay in delivery of the products ordered cannot give rise to termination of the contract and/or cancellation of the order.

3. Delivery time will be extended, without this implying any liability on ME.DI srl's part, in case of:

- inaccuracies and delays of the order as accepted by ME.DI srl
- changes to the order as accepted by ME.DI. srl
- general strikes or particular difficulties in the supply of raw materials not attributable to ME.DI. srl
- delays in transportation when this is agreed to be paid by ME.DI. srl
- causes of force majeure, including suspensions in energy supply.

Warranty

1. ME.DI. srl guarantees in accordance with art. 1512 C. C. the correct functioning of the products manufactured from one year of delivery, provided that the complaint of the malfunction is communicated in writing within eight days of discovery. The warranty does not cover damage or defects due to external agents, lack of maintenance, overload, unsuitable lubricant usage, natural wear and tear, incorrect choice of type, assembly error or other causes attributable to incorrect use or not attributable to the production of the good. The warranty is limited to repair and/or replacement, excluding major damage.

Complaints and claims

1. Complaints and claims concerning faults, defects, lack of quality and/or non-conformity of the goods must be made in writing within eight days of delivery or from the discovery of the defect, if hidden, and in any event within one year of delivery. Complaints received after this period will not be taken into account.

2. After the expiry of the payment deadline, the Customer will not be able to make claims and disputes, nor will they be able to refer to the Judicial authority, if they have not first paid what has been agreed for the order. Any dispute must be described in detail in order to be considered. The products subject to dispute and which have been authorised to be returned to ME.DI. srl's factory, travel at the Customer's risk and expense.

3. If it is established that the goods are defective, the Customer may obtain repair or replacement, excluding any other form of compensation, return or contract termination.

Tampered-with products will not be replaced.

4. ME.DI. srl. is not liable for damage caused to the Customer from product usage which is not in accordance with its function and with the specifications it was designed and sold for.

5. No dispute can be entered into with reference to products whose faults, defects, lack of quality and/or discrepancies are due to:

- incorrect use or non-compliant use by the Customer
- negligent or improper use by the Customer
- unsuitable storage methods
- failure to comply with instructions
- force majeure

Similarly, no complaint can be made if the faults/defects were known or easily recognizable by the Customers at the time of sale and have not been reported following the terms stated above. Verifying the suitability of the product's usage in a specific application remains solely the customer's responsibility; as a consequence, in any event, any and all rights to compensation for damage of any nature that the Customer should suffer as a result of errors in the choice of products, or their improper use, are excluded.

4 Shipping and transportation

1. Shipment charges are considered ex-works in carriage paid. The goods travel at the risk and peril of the Customer and claims for any material shortage must be made against the carrier.

2. Any claim or dispute regarding differences in the quantity of goods or change of product with respect to the order must be received in writing and within eight days of delivery under penalty of forfeiture.

3. The courier or forwarding agent is always indicated or commissioned by the Customer. In the event that the courier was chosen by ME.DI. srl upon the Customer's request, no liability shall be borne by the company concerning the failed or delayed delivery of the goods shipped or the price of transport.

Personal data processing

1. The Customer declares to have read the notice in accordance with articles 13 and 14 of the General Regulation on the Protection of Personal Data no. 2016/679 (GDPR), authorising the processing of their personal data, that of their employees and the related communication to the subjects listed in the notice, for the purposes indicated therein.

Payment

The payment of each order must be made to ME.DI. srl on the basis of agreed deadlines or on what is indicated in the offer sent by ME.DI. srl. In the case of late payment ME.DI. srl will apply a default rate of 5% per year, in addition to the normal interest rate due by law for each day of delay until fulfilment. Exception is made for greater damage.

Governing Law, Validity and Jurisdiction

1. For any dispute, the court of Monza will have jurisdiction.

2. These General Conditions of Contract annul and replace the previous ones. All contracts signed by ME.DI. srl will be subject solely to Italian law.