

GENERAL TERMS AND CONDITIONS OF SALE

Art. 1 – Introduction and scope of application

1.1 These General Terms and Conditions of Sale (hereinafter the “GTC”) shall be deemed valid and applicable to all commercial dealings of DEFREMM S.p.A. in the sector of mechanical fasteners and their accessories and, in any event, to all Products manufactured, assembled or bought and sold by the Seller. These GTS have been drawn up in accordance with current legislation and form the legal basis of every contract concluded by the Seller, unless expressly waived in writing in specific orders or agreements.

1.2 These terms and conditions shall take precedence over any terms and conditions of purchase of the Customer and form an essential part of the supply contract performed by the Seller in favour of the Customer. Unless otherwise provided, the provisions of Legislative Decree No. 231 of 9 October 2002 shall apply.

1.3 These Terms and Conditions shall apply to all contracts and all orders fulfilled, even if not expressly confirmed by the Customer, including orders placed as ‘open orders’ or ‘scheduled orders’. They shall be deemed automatically accepted by the Customer upon submission of the first Order.

1.4 DEFREMM reserves the right to amend these GTC at any time by publishing a new version on its website. Any amendment shall take effect on the tenth day following its publication on the website.

1.5 The applicable GTC are those in force at the time the Order is placed and shall be valid and effective unless contested in writing, on pain of forfeiture, no later than 10 (ten) days from the date on which they are known or could reasonably have been known.

1.6 Any reference to commercial terms (such as EXW, FCA, CIP, etc.) shall be understood as a reference to the International Chamber of Commerce’s Incoterms 2020, in the version in force on the date the contract is concluded.

1.7 These GTC are governed by Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) is expressly excluded.

Art. 2 – Definitions

2.1 For the purposes of these GTC, the following terms shall have the meanings set out below:

- **“Seller”** or **“Supplier”** means DEFREMM S.p.A., with its registered office at Via Goito, 6 – 23900 Lecco (LC) – Italy, VAT No. 00814480133.
- **“Customer”**, **“Purchaser”** or **“Buyer”** means any business, other than a consumer, which purchases Products manufactured or marketed by DEFREMM.

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- The term **“Product(s)”** refers to any movable goods covered by the specific supply, as expressly indicated in the Orders or Contracts.
- **“Order(s)”** or **“PO”** means any proposal to purchase the Products submitted by the Customer to the Supplier via fax, email and/or e-commerce transactions. The Order may be of the following types: (i) closed order; (ii) closed order with periodic collections; (iii) open order with subsequent submission of POs for individual collections; (iv) scheduled order.
- **The term “Sale”** or **“Contract”** refers to any legal transaction concerning the Product(s), concluded between DEFREMM and the Customer within the framework of the Supplier’s commercial policy, following confirmation of the Order by DEFREMM or, failing that, the Order Offer.
- The term **“Intellectual Property Rights”** refers to all intellectual and/or industrial property rights of DEFREMM, including, without limitation, rights relating to patents, rights to inventions, utility models, copyright, trade marks, trade names, design rights, software, databases, know-how and trade secrets, as well as any application or registration relating to such rights.
- **The term “Technical Specifications”** refers to the drawings, technical and/or functional specifications, testing specifications and manufacturing specifications with which the Product must comply.
- **“Backlog”** means the notifications that DEFREMM sends periodically to the Customer in the event of changes to raw material or supply prices, or in the event of changes to the Product’s delivery times.
- **“Quotation”** means the proposal made by DEFREMM, following receipt of the Request for Quotation (RFQ), in accordance with Article 4 below.

2.2 For the purposes of these GTC, terms defined in the singular shall also apply in the plural and vice versa; any reference to an article shall include the relevant paragraphs; any reference to this contract shall include its annexes and subsequent amendments; the headings of the articles shall not be binding on interpretation; any reference to the parties shall include their respective successors; any reference to statutory provisions shall include subsequent repealing or substituting legislation.

Article 3 – Legal Effect and Hierarchy of Sources

3.1 These General Terms and Conditions of Sale apply to all Sales of Products, unless expressly waived in writing by the parties, and form an integral and substantial part of every Offer and Order Confirmation, even if not expressly mentioned.

3.2 In the event of a conflict between provisions, the following shall prevail, in the order listed: these General Terms and Conditions of Sale; the Offer; and any special terms and conditions agreed between the Parties. Under no circumstances shall any general terms and conditions provided by the

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Customer be valid or binding between the Parties unless they have been accepted in writing by DEFREMM.

3.3 Any specific clause or condition of purchase appearing on the Customer's Order which conflicts with these General Terms and Conditions of Sale and has not been previously approved in writing by authorised DEFREMM personnel shall be deemed null and void, even if reference is made to it in the Order or in any other documentation provided by the Customer, or where it is the result of tacit consent.

Art. 4 – Request for quotation and contract conclusion procedure

4.1 The Customer shall send a Request for Quotation (RFQ) to DEFREMM, including all the documentation necessary to enable DEFREMM to draw up a commercial quotation. The RFQ must contain, by way of example and without limitation, the Technical Specifications, a forecast of the individual batches and the relevant minimum annual quantities that the Customer intends to purchase.

4.2 DEFREMM shall send a written acknowledgement of receipt of the RFQ and, subsequently: verify the feasibility of the Product; create the work cycle; estimate the cost of the entire work cycle.

4.3 Following completion of these steps, DEFREMM shall provide the Customer with a written Quotation setting out the price applicable to each Product and confirming or rejecting the forecast proposed by the Customer.

4.4 The Contract is concluded upon: (i) the Customer's written confirmation of the Quotation; (ii) the submission of the Order to DEFREMM.

4.5 Should the Request for Quotation (RfQ) submitted by the Customer be incomplete or insufficient to enable the preparation of an appropriate quotation, DEFREMM shall not be obliged to draw up any proposal and shall not assume any obligations whatsoever towards the Customer until a complete RfQ has been received. The Quotation may also be accepted by implication on the part of the Customer.

Art. 5 – Orders: types, amendments and cancellation

5.1 Every Order must be complete in every respect and must contain all the elements necessary for the correct identification of the Products ordered (including, but not limited to: type of Order, Product description, quantity required, price and delivery terms, etc.) and must refer to the Quotation provided by DEFREMM. DEFREMM reserves the right not to accept incomplete Orders.

5.2 Each Order shall be deemed an irrevocable contractual offer by the Customer and authorises DEFREMM to commence production upon receipt of the Order.

5.3 A **'Firm Order'** is one in which the product quantities, price, delivery methods and delivery times are expressly stated.

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5.4 An **'Open Order'** is one which, having specified the type of Product and the unit price, indicates the estimated quantities of the Product to be consumed by the Customer over the agreed period (week/month/year), without the quantities and delivery times being considered binding on the Customer.

5.5 A **'Scheduled Order'** means an order that specifies a minimum and maximum quantity of the Product to be delivered according to a pre-established schedule.

5.6 Every Open or Scheduled Order must be formalised, within the agreed timeframes, into a firm order which, once accepted by the Supplier, must expressly specify the quantities of the Product and the delivery times.

5.7 DEFREMM's liability, in the case of an Open Order or a Scheduled Order, shall be limited, in terms of time, to the maximum duration specified for delivery and, in terms of quantities, to the highest volume stated by the Customer. DEFREMM shall not be obliged to guarantee the supply of additional quantities or delivery times that would place a greater burden on the Supplier.

5.8 The Sale shall be deemed concluded when the Customer receives from DEFREMM: a) written confirmation (via email, certified email, fax or other electronic means) in accordance with the terms and conditions of the Order; or b) a written confirmation containing different terms, once 2 (two) working days have elapsed from the date of receipt without DEFREMM having received a written objection from the Customer; or c) in the absence of written confirmation, upon delivery of the Product to the Customer.

5.9 Any amendments to the Order made by the Customer must be sent to the Seller by email, with read receipt, no later than the working day following the submission of the Order itself.

5.10 Any further request for an amendment to the contract that the Customer may make must be expressly accepted in writing by DEFREMM. In the absence of such express acceptance, the previously agreed contractual terms shall be deemed to remain unchanged.

5.11 Under no circumstances, except in cases of force majeure, may the Customer cancel a confirmed order or reduce open or scheduled orders below the specified minimum quantities. Should the Customer wish to do so, they must notify DEFREMM of their request in writing; DEFREMM may then, within the following 10 days, accept or reject the request, or inform the Customer of the cost of accepting it.

5.12 In the event of the cancellation of a confirmed Order, the Customer shall be obliged to pay in full the amount relating to materials and supplies already ordered from DEFREMM, should DEFREMM have already carried out the procedures to prepare the materials or arrange for the Product, without prejudice to any further damages.

5.13 In determining the cost of cancelling or reducing the order, DEFREMM may take into account all expenses incurred and to be incurred in relation to the procurement of raw materials or stock that cannot otherwise be used, specific equipment, research and design costs, and all direct and indirect costs or consequences of economic significance to the Supplier.

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5.14 DEFREMM may retain permanently, and set off against any additional amount due, any sums received from the Customer paid for any reason whatsoever (including contributions towards equipment and/or moulds).

5.15 Unless expressly otherwise stated in the Order or the Order Confirmation, in the event of any conflict between the terms of the Order and the clauses set out in these GTC, the latter shall always prevail.

Art. 6 – Product characteristics – Tolerances and technical specifications

6.1 DEFREMM undertakes to manufacture the Product in accordance with the Technical Specifications agreed with the Customer. The Product shall comply with the relevant safety, health and environmental regulations in force. The Customer shall be solely responsible for the use of the Product, which must be carried out in accordance with the methods and intended use known to the Supplier. No liability shall be attributed to the Supplier for any unauthorised, incorrect or non-agreed use of the Product.

6.2 Upon receipt of the Product, the Customer expressly warrants that it meets their requirements and is suitable for the use and intended purpose indicated to the Supplier.

6.3 No changes to the Product's drawings and/or Technical Specifications are permitted after the Order has been confirmed. Should the Customer request a change to the Product's design, the entire quotation process must be repeated and DEFREMM shall draw up a new Offer in accordance with Article 4.

6.4 Unless this has been agreed in advance or is known to the Supplier, the Product supplied must not come into contact with foodstuffs or be stored in places where materials—including those that are potentially explosive or polluting—are stored, except where the Product is made of stainless steel and intended for the food industry.

6.5 DEFREMM shall supply the Product packaged in accordance with current safety and hygiene regulations. The Customer expressly declares that they are aware of the standard type of packaging usually used by DEFREMM and that they consider it suitable for their requirements. The Customer shall be solely responsible for the correct storage of the Product. No liability shall be attributed to the Supplier in the event of the use of packaging or containers other than those used by the Supplier, or in the event of improper storage.

6.6 The Customer undertakes to inform any of its purchasers of the technical and functional characteristics of the Product. DEFREMM shall ensure the traceability of the production batch of the Product up to the date of delivery to the Customer.

Art. 7 – Prices and variations

7.1 Unless otherwise specified in the contract, prices are quoted for Products packed in accordance with industry practice, on an EXW basis at DEFREMM's registered office (Incoterms 2020), with all

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costs and charges, including customs duties, to be borne exclusively by the Buyer. The Seller, for the sole purpose of assisting the Buyer, may carry out all necessary actions and formalities for the dispatch of the goods, without this entailing any reversal of liability.

7.2 The sale price, unless amended by subsequent Backlogs, is that stated in the Order Confirmation or, failing that, in the Quotation. Unless otherwise agreed in writing between the Parties, the price of the Product is exclusive of VAT and discounts.

7.3 Unless otherwise agreed, prices shall always be expressed in euros and exclusive of any tax, duty or charge. DEFREMM is not obliged to grant discounts in the event of advance payment for the Product, unless otherwise agreed in writing.

7.4 DEFREMM reserves the right to amend its price lists in the event of increases in procurement costs, transport costs, energy costs, or other costs relating to the purchase prices of the Products (including, but not limited to, increases in packaging costs) or, more generally, due to factors beyond the control of the Parties. The Customer shall be informed in writing of such changes by means of specific notifications (Backlog). Unless a written objection to the Backlog received is raised within 5 (five) days of receipt, failing which the right to object shall lapse, the new price shall be deemed to have been definitively accepted by the Customer, who shall not be entitled to raise any objection. In the event of a dispute, the Parties shall resolve the matter amicably within the following 15 (fifteen) days.

7.5 Once production has commenced, should the Buyer wish to alter the Product's specifications in a way that results in increased production times and costs to be borne by the Seller, the Seller reserves the right to adjust the final price proportionally and, should the Buyer fail to accept the new quotation, to terminate the Contract without any liability to the Customer for compensation or damages.

Art. 8 – Delivery and collection terms

8.1 The production and delivery times for the Product shall be specified in the Order Confirmation or, failing that, in the Quotation. DEFREMM undertakes to comply with the agreed delivery terms. Any delays must be promptly notified to the Customer with reasonable notice, specifying the new expected delivery date. This is without prejudice to delays due to force majeure within the meaning of Article 1467 of the Italian Civil Code.

8.2 Under no circumstances, however, shall the delivery date be regarded as essential and binding for the proper fulfilment of the order. The Customer expressly waives the right to claim damages or to seek termination of the contract in the event of failure to meet the Product's delivery deadline.

8.3 Delivery periods shall run from the later of the following dates: (i) the date of the order acknowledgement; (ii) the date of the Customer's acceptance, if required, of all materials, equipment and working drawings; (iii) the date on which the Customer has fulfilled all preliminary contractual or legal obligations (e.g. import licences, authorisations, etc.).

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8.4 In any event, if the deadline for performance and delivery has been met, DEFREMM may, from that point onwards, invoice the goods and allow the agreed payment terms to take effect.

8.5 In the event of delays in performance not attributable to DEFREMM, DEFREMM is obliged to inform the Purchaser as soon as possible. DEFREMM reserves the right to amend the performance and delivery deadlines at any time in the event of delays in procurement, transport or due to factors beyond the control of the Parties. The Customer shall be informed in writing of such changes via a Backlog. Unless a dispute is raised within 3 (three) days of receipt of the Backlog, failing which the right to object shall lapse, the new deadline shall be deemed to have been definitively accepted by the Customer.

8.6 Unless otherwise agreed, delivery of the Product shall be made on an ex works basis at DEFREMM's registered office.

8.7 The Customer must collect the Product on the date and at the time specified in the notice. Should collection not take place as specified, the Customer shall bear all costs, outlays or expenses for any reason (storage, insurance, handling, warehousing, use of space, etc.) incurred by DEFREMM, which shall issue a formal invoice for such amounts.

8.8 Unless expressly provided for in the order, transport shall be arranged at the Customer's own expense, and the Customer must insure the Product during transport under its sole responsibility.

8.9 Unless otherwise agreed, the Customer shall be responsible for customs duties and for completing the relevant procedures.

8.10 The Seller shall not be held liable for any delay due to force majeure or to acts or omissions on the part of the Buyer in providing the information necessary for the timely supply of the Product, in delivering the materials required for production, and in general compliance with the agreed schedule.

8.11 DEFREMM shall not be held liable for any damage of any kind attributable to a delay in delivery by the carrier. Upon delivery of the Product, the Buyer must check and inspect it, including in accordance with the provisions of the Civil Code, noting on the delivery note any damage and/or anomalies found. Should the Customer be unable to carry out an immediate inspection, they must, on pain of forfeiture, sign the delivery note 'subject to reservation'. Otherwise, any subsequent complaints shall be deemed null and void.

8.12 DEFREMM reserves the right to notify the Customer of any changes to delivery times. The Customer may ask DEFREMM to make every effort to restore delivery times to normal levels, but may under no circumstances refuse to take delivery of the Product.

8.13 DEFREMM reserves the right to suspend, *indefinitely*, delivery of the Product in the event of non-payment for supplies.

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Art. 9 – Terms and conditions of payment

9.1 Where the Parties have not specified the terms of payment, payment must be made as set out in the following paragraphs of this article.

9.2 Where the Parties have agreed to deferred payment, this must be made, unless otherwise specified, within 30 working days of the invoice date, by bank transfer. Payment shall be deemed to have been made when the sum is credited to DEFREMM's account at its bank in Italy.

9.3 The transfer must be made to the IBAN indicated on the electronic invoice or courtesy copy. Any changes to the IBAN must be notified in writing to the Purchaser and confirmed via direct communication channels, in order to prevent cyber fraud. In the event of failure to notify a change to the IBAN, payments made to IBANs other than the one specified in the order confirmation shall be deemed not to have been made.

9.4 Should the Purchaser have any outstanding payments to DEFREMM, including those relating to previous supplies, DEFREMM shall be entitled to suspend performance of the Contract until such payments have been made and suitable guarantees have been provided regarding the instalments due.

9.5 Any complaints or disputes shall not entitle the Purchaser to suspend or otherwise delay payment for the Products subject to dispute, nor, indeed, for other supplies.

9.6 Payment for supplies must be made, irrespective of any disputes, in accordance with the terms agreed with the Customer, without prejudice to the applicability of Legislative Decree No. 231 of 9 October 2002.

9.7 Where the Parties have agreed on an advance payment. Should the Purchaser fail to collect the goods within the agreed time limits, DEFREMM reserves the right to retain the aforementioned amount as a penalty, without prejudice to compensation for any further loss.

9.8 In any event, unless otherwise agreed, any bank charges or commissions due in connection with the payment shall be borne by the Customer.

9.9 In the event of failure to make full or partial payment within the agreed time limits, DEFREMM reserves the right to suspend its performance. DEFREMM may also serve written notice on the Purchaser, by registered letter with acknowledgement of receipt or certified email (PEC), requiring them to make the payment due within a period of not less than 15 (fifteen) days from receipt of the notice, with an express statement that, should this period elapse without action, the contract relating to the individual Sale shall be deemed to have been terminated by operation of law in accordance with and for the purposes of Article 1454 of the Italian Civil Code. In the event of termination, DEFREMM shall be entitled to (i) retain any sums paid by the Purchaser for any reason whatsoever, (ii) claim reimbursement of actual costs incurred, (iii) without prejudice to compensation for any further damages.

9.10 In the event of non-payment for the Product by the agreed deadline, interest shall accrue in favour of DEFREMM at a rate equal to Euribor plus seven basis points, calculated in proportion to the

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period of delay. DEFREMM is authorised to issue an invoice for such interest. The Customer must pay the amount due immediately. Should the Customer's breach be repeated or serious, DEFREMM may suspend dispatch of the Product, refuse requests for further deliveries or deem the contract to have been terminated.

9.11 DEFREMM reserves the right to grant payment extensions to the Purchaser, with or without the charging of interest. In the event of late payment(s) beyond the due date, DEFREMM may charge the Purchaser statutory interest on arrears in accordance with Legislative Decree 231/2002.

9.12 Any partial payment made by the Purchaser shall be applied first to the interest and charges accrued and then to the price of the goods, starting with the instalments that have been overdue the longest. Failure to pay or late payment shall entitle DEFREMM to suspend delivery of the Products and to give the Purchaser written notice, pursuant to and for the purposes of Article 1454 of the Italian Civil Code, to make the payment due within a period of not less than 15 (fifteen) days from receipt of the formal notice, with an express declaration that, should this period elapse without action, the contract relating to the individual Sale shall be deemed terminated by operation of law. In the event of termination, DEFREMM shall be entitled to (i) retain any sums paid by the Purchaser for any reason whatsoever, (ii) claim reimbursement of actual costs incurred, (iii) without prejudice to compensation for any further loss.

9.13 Any disputes regarding invoices must be submitted by registered letter with acknowledgement of receipt or certified email (PEC) addressed to DEFREMM within 48 (forty-eight) hours of the date of receipt of the invoice; otherwise, they will not be taken into consideration and the invoices shall be deemed accepted without reservation.

9.14 The Customer may not, under any circumstances, issue debit notes or invoices for amounts due to it, or otherwise charge DEFREMM for amounts for which the latter has not expressly acknowledged liability in writing, without DEFREMM's consent. The Customer may not, unless authorised in writing, set off or withhold sums due to DEFREMM.

9.15 The Customer is required to notify DEFREMM of any significant change in its shareholding structure or management and administrative organisation, or of the signing of a transfer of the business or a branch thereof, where such an event affects the supply of the Product. DEFREMM, having assessed such information or in the absence thereof, may notify the Customer of its intention not to continue the relationship. In such a case, all DEFREMM's claims shall be deemed immediately due and payable.

Art. 10 – Complaints and Disputes

10.1 The Customer must verify that the Product complies with the terms of the order through its own staff, at its own expense and under its sole responsibility, as soon as delivery has been made. Any dispute or reservation regarding obvious defects in the packages or the Product, or discrepancies in weight or quantity compared with the consignment note, must be noted immediately on the consignment note itself. A copy of the consignment note, together with the relevant reservations or

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disputes, must be sent to DEFREMM for information; DEFREMM shall under no circumstances be liable for any shortfalls and shall not be held responsible for reservations not raised in a timely manner.

10.2 Any complaints regarding the condition of the packaging, quantity, number or external characteristics of the Products (apparent defects) must be notified in writing to DEFREMM, on pain of forfeiture, within 3 (three) working days of the date of receipt of the Products.

10.3 Any complaints relating to defects not detectable by a diligent inspection at the time of receipt (hidden defects) must be notified to DEFREMM by registered letter with acknowledgement of receipt or certified email (PEC), failing which the right to claim shall lapse, within **8 (eight) days** from the date the defect is discovered (with supporting photographic evidence) and, in any event, subject to forfeiture of rights, no later than **12 (twelve) months** from delivery. Should the complaint not be submitted within the aforementioned time limit and/or should the consignment note not indicate acceptance 'subject to reservation', the Products delivered shall be deemed to comply with the Purchaser's Order.

10.4 The complaint must contain, on pain of inadmissibility: a list of the defects or faults found; the number of items on which they were detected; the methods by which the checks were carried out; the batch number; and any other information necessary to enable DEFREMM to identify the Product precisely.

10.5 Any complaints or disputes concerning a single delivery of the Product do not exempt the Customer from the obligation to collect and pay for the remaining quantity of goods, within the limits of the order or commitment.

10.6 In the absence of reservations made in accordance with the procedures and terms set out in the preceding paragraphs, the Product shall be deemed to have been definitively accepted in terms of type, quantity and conformity.

Art. 11 – Warranty against hidden defects

11.1 DEFREMM guarantees that the Products comply with the Technical Specifications. In order to ascertain whether or not a hidden defect exists, DEFREMM must receive the Product subject to the Customer's complaint, failing which the guarantee shall lapse. Once the Product subject to the complaint has been received, and following verification of the actual existence of the defects complained of, DEFREMM undertakes to remedy any latent defect, lack of quality or lack of conformity attributable to the Supplier, which has arisen within 12 (twelve) months of delivery of the Products, provided that this is notified promptly in accordance with Art. 10. DEFREMM may, at its discretion, choose to repair or replace the Products found to be defective. Products replaced or repaired under warranty shall be covered by the same warranty for a period of 6 (six) months from the date of repair or replacement.

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11.2 The warranty shall apply only where the product has been used correctly and where any malfunction is not, even indirectly, attributable to the Customer due to the specific use of the product.

11.3 Except in cases of wilful misconduct or gross negligence, DEFREMM shall be liable, in the event of hidden defects, lack of quality or lack of conformity of the Products, solely to repair them or to supply replacement Products in place of the defective ones. The aforementioned warranty (consisting of the obligation to repair or replace the Products) supersedes and replaces any warranties or liabilities provided for by law, and excludes any other liability on the part of the Seller (whether contractual or non-contractual) arising in any way from the Products supplied (e.g. compensation for damage, loss of profit, product recalls, etc.).

11.4 DEFREMM shall not be liable for issues encountered by third parties, other than the Purchaser, where the Product does not comply with the requirements of the end customer or other parties in the production chain.

11.5 The Warranty does not apply to Products whose defects are due, by way of example and without limitation, to: a) damage caused during transport; b) negligent or improper use; c) failure to comply with DEFREMM's instructions regarding the storage of the Product(s); d) repairs or modifications carried out by the Customer or third parties without DEFREMM's prior written authorisation; e) components subject to wear and tear; f) defects arising from the Customer or third parties combining the Product with other goods.

11.6 In any event, the Purchaser hereby agrees that DEFREMM shall not be held liable for any indirect damage, such as production downtime, loss of profit, contractual penalties or compensation for damages for the period required to resolve the issue.

11.7 Under no circumstances may the Customer, either independently or through third parties, carry out or commission any work or modifications on the Product. In such cases, the Product will no longer be covered by the warranty, nor shall DEFREMM be held liable in any way.

11.8 Should the Customer, in the event of obvious faults or defects, decide not to notify DEFREMM and instead use or dispose of the Product, they shall forfeit all rights to replacement, repair and the warranty.

11.9 The Customer is required to return the Product in question whenever DEFREMM so requests. Unless DEFREMM notifies the Customer otherwise, the Customer shall be responsible for disposing of the Product in question.

Art. 12 – Limitation of liability

12.1 Products sold by DEFREMM must be used solely and exclusively for the purposes specified and in compliance with safety regulations. Should the Purchaser use or resell the Products for any other purpose, they do so at their own exclusive risk and peril, assuming all consequent liability.

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12.2 Subject to the provisions of mandatory law, DEFREMM shall not be liable, whether contractually or otherwise, for any direct or indirect damage suffered, including by third parties, as a result of the above provisions, or in the event of improper use, failure to comply with safety regulations, or other circumstances. In such cases, the Customer shall fully indemnify and hold DEFREMM harmless from any costs and/or liabilities that may arise. In any event, DEFREMM cannot be held liable for any inconvenience that may arise.

12.3 DEFREMM's liability shall be limited solely to direct damage caused to the Customer's property or personnel, or to the Customer's own employees, as a result of faults or defects in the Product recognised by the Supplier as attributable to it. Any liability for indirect damages, including loss of reputation, loss of business, loss of earnings, operating losses, loss of profits, loss of customers, production downtime, or any other indirect consequence of a defect in the Product, is expressly excluded.

12.4 The Customer undertakes to indemnify and hold DEFREMM fully harmless from any damage, cost, expense, claim or liability, including those of third parties, arising from assembly operations, treatments that alter the characteristics of the Product, or modifications made to the Product itself by the Customer or by third parties appointed by the Customer, without DEFREMM's prior written authorisation. In such cases, the Customer shall be solely liable for any direct or indirect consequences and shall bear all costs, including legal costs and the fees of any professionals engaged by DEFREMM for its defence.

12.5 DEFREMM shall not be held liable for defects in the Product where these are attributable to: materials supplied by the Customer or by third parties designated by the Customer; Technical Specifications provided by the Customer; design or drafting errors made by the Customer or by third parties designated by the Customer; the use of equipment specified or supplied by the Customer or by third parties; treatments or manipulations carried out without the consent of the Supplier; manufacturing errors where the process has been specified and validated by the Customer; improper, unauthorised, abnormal, atypical or unusual use; defects arising from the storage, transport, preservation or handling of the Product; normal wear and tear or deterioration attributable to the Customer or third parties; failure to comply with DEFREMM's recommendations or instructions regarding the maintenance, preservation or use of the Product.

12.6 DEFREMM's total liability towards the Customer, for any cause and on any grounds (contractual, non-contractual, arising from a warranty or otherwise), shall in no event exceed the value of the individual Order to which the claim for compensation relates. Any claim for compensation by the Customer must be made within 60 (sixty) days of the occurrence of the event giving rise to the damage, failing which the claim shall lapse.

12.7 The Customer shall fully indemnify and hold DEFREMM harmless from any claim, action, demand or proceedings brought by third parties in relation to the use of the Products for purposes other than those specified to the Supplier, or in the event of a breach by the Customer of the obligations under this contract.

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Art. 13 – Retention of Title (Retention of Title Agreement)

13.1 It is agreed that the Products delivered shall remain the property of the Seller until full payment has been received by the latter. The retention of title extends to Products sold by the Customer to third parties and to the price of such sales, within the maximum limits provided for by the law of the Purchaser's country governing this clause.

13.2 The Buyer, in accordance with Article 1523 et seq. of the Italian Civil Code, acquires ownership of the Product upon full payment of the agreed price. All risks relating to the loss, deterioration, theft or fire of the Product, including those arising from unforeseeable circumstances or force majeure, shall be borne by the Purchaser from the moment of delivery of the Product, as shall the costs of maintenance and storage.

13.3 The Product is supplied subject to 'retention of title', meaning that the Product shall remain the property of DEFREMM until all debts have been settled. The Customer must take all necessary measures to protect and safeguard this right and shall be liable for any consequences that may arise in relation to the Product itself. Retention of title does not constitute a derogation from the provisions governing the transfer of risk and liability for the transport and storage of the Product. The Customer is required to take all appropriate measures to ensure that DEFREMM's Product is not confused with any similar products from other suppliers and must therefore store the Product in designated, clearly demarcated and easily identifiable areas.

13.4 Until the price has been paid in full, the Purchaser may not dispose of the Product or create any rights in rem of enjoyment or security over it, unless DEFREMM gives its consent. The Contract shall be terminated by operation of law in the event of non-payment of a single instalment of the price amounting to more than one-eighth of the total price. In such a case, termination shall take effect by operation of law following notification by DEFREMM, by registered letter with acknowledgement of receipt or certified email (PEC), of its intention to invoke this termination clause. DEFREMM is entitled to the immediate return of the Product and, if any instalments have already been paid, to retain them as fair compensation for the use of the Product, as well as compensation for the damage suffered, without prejudice to any further damages.

Art. 14 – Equipment, moulds and intellectual property

14.1 The equipment, moulds and any other items, including those subject to wear and tear, necessary for the manufacture of the Product intended for the Customer shall, unless otherwise agreed in writing, be deemed to be the exclusive property of DEFREMM. The production tools shall be designed by DEFREMM itself and shall take into account the working methods and equipment normally used by the Supplier. DEFREMM may charge the Customer for the costs incurred in the design and construction of equipment intended for production or for the optimisation of the manufacturing process, in order to enable DEFREMM to achieve tangible production efficiencies.

14.2 DEFREMM may also request that the Customer contribute to the costs in respect of the provisions of the preceding paragraph. Even in such cases, equipment, moulds and anything else

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necessary for the requested production shall remain the exclusive property of DEFREMM, and any such contribution shall not confer upon the Customer any right of use or ownership, whether intellectual or in the form of know-how.

Art. 15 – Intellectual property rights and confidentiality obligations

15.1 – Intellectual property rights.

Unless otherwise agreed, the Intellectual Property Rights relating to the Technical Specifications, where provided by the Customer, shall be the property of the Customer; those relating, however, to the production cycle and the underlying know-how are and shall remain the exclusive property of the Seller, and their disclosure or use within the scope of these GTC shall not give rise to any rights or claims on the part of the Buyer in relation thereto.

The performance of the supply contract shall in no circumstances constitute a transfer of industrial property rights or a licence to use the know-how relating to the Product itself. DEFREMM, as the owner of the aforementioned rights, reserves the right to use for its own purposes the results of any checks, experiments or tests carried out on the Product, even after delivery.

15.2 – Guarantee against counterfeiting.

Should the Product be manufactured to a design or in accordance with instructions or information provided by the Customer, the Customer shall be liable for any infringement, including that relating to the production process, of third parties' industrial and other property rights, and undertakes to indemnify DEFREMM against any direct or indirect consequences that the availability or use, for any purpose whatsoever, of such information may cause to DEFREMM. The Customer shall bear, or in any event indemnify and hold DEFREMM harmless, for all direct and indirect damages and all costs, including defence and legal costs, such as the fees of professionals appointed by DEFREMM, which DEFREMM may be required to bear in the event of legal proceedings.

15.3 – Confidentiality obligation.

DEFREMM and the Customer shall, throughout the duration of the supply relationship and for a period of 2 (two) years following its termination, be bound to observe the strictest confidentiality and secrecy regarding all information (documents, data, specifications, elements, technical and financial information, drawings, charts, reports, diagrams, notes, etc.) which they have mutually obtained during the performance or preparation of the contract. DEFREMM and the Customer undertake to safeguard all material exchanged between them with the same care and in strict confidence, as if the information received were their own exclusive property. The Parties shall grant access to the data, documents and material received only to those persons involved in the performance of the supply.

Each Party shall treat as strictly confidential all information obtained from the other Party during the performance of these GTC. Each Party shall use confidential information only to the extent necessary to fulfil the obligations set out in these GTC. Each Party may disclose such information to its own employees and third-party consultants only to the extent strictly necessary, or as required by law.

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The Party opting for such disclosure must ensure that its employees and third parties comply with the obligations set out in this Article.

15.4 – Exceptions to the confidentiality obligation.

The obligation of confidentiality and secrecy shall not apply in the case of: information that is in the public domain or was already known at the time the contract was entered into; information already in the Party's possession prior to the conclusion of the contract; or where disclosure of the information is required by a judicial or public authority.

15.5 – Return and destruction of documentation.

In the event of termination of the contractual relationship, the Parties shall return all documents received or, at the request of either Party, ensure that they are destroyed or otherwise permanently deleted from digital media, except where the retention of such documents is required by specific statutory and/or regulatory provisions or by orders of administrative or judicial authorities.

All documents, drawings, estimates, technical reports, assessments, quotations, analyses and, in any event, any data or documents exchanged between the Parties prior to or during the execution of the order shall be deemed to have been provided solely for the specific purpose for which they were intended, without such provision entailing any transfer of ownership or specific rights of use. The recipient may not use the material received for any other purpose. DEFREMM and the Customer shall each retain all rights of ownership, including intellectual property rights, over the documentation exchanged. In the event of unauthorised use of the material exchanged, the aggrieved party shall be entitled to compensation for damages.

15.6 – Breach.

A breach of this clause shall entitle the other party to claim compensation for damages and, if the breach is of a particularly serious nature, to terminate the contract.

15.7 – Use of the Trade Mark.

The Purchaser undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights and declares that: a) DEFREMM is the sole owner of the Trademark and holder of the Rights; b) it shall refrain from using or registering any Intellectual Property Rights or trade marks that are similar to or likely to be confused with the Trade Mark, in a manner contrary to DEFREMM's interests; c) it shall use such Rights and the Trade Mark exclusively in accordance with DEFREMM's instructions and solely for the purposes set out in these Terms and Conditions of Sale.

Art. 16 – Force majeure and adverse events clause

16.1 – Events of force majeure.

Neither Party shall be held liable in the event of total or partial failure to fulfil the obligations set out in these General Terms and Conditions of Sale, where such failure is the result of force majeure (including sector-wide strikes, fire, civil war, expropriation, an epidemic, a ban on the sale of the Products or a ban on the manufacture of the Products imposed by the competent authorities,

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international conflicts or natural disasters), which the Parties could neither foresee nor prevent, as defined by Italian case law.

DEFREMM may invoke force majeure in all cases where the performance of its obligations becomes particularly onerous or impossible. The following causes are deemed to constitute force majeure, with this list being merely indicative and not exhaustive: natural disasters (earthquakes, fires, floods, storms, etc.); armed conflicts, wars, disputes, attacks, riots, acts of terrorism; trade union disputes or conflicts, lockouts or sit-ins, general strikes or sector-specific or plant-specific strikes; trade union disputes or conflicts involving DEFREMM's suppliers, hauliers, service providers, freight forwarders, post offices and public authorities in general; orders issued by judicial, governmental or public authorities in general; import bans, embargoes, production stoppages imposed by health authorities or public authorities in general; accidents at work, seizures, machine breakdowns, explosions, power cuts and any event that may limit or prevent production.

16.2 – Notification and mitigation.

The Party unable to fulfil its contractual obligations is required to take the necessary measures without delay to mitigate the effects of the force majeure event. The Party concerned must immediately notify the other Party in writing. Should this Party be prevented from fulfilling its obligations for more than thirty (30) consecutive days due to a force majeure event, the Parties hereby agree to negotiate an alternative solution.

Should DEFREMM intend to exercise its right to suspend its supply obligations, it must promptly notify the Customer in writing, stating the grounds of force majeure invoked and, where possible, the expected duration of the suspension of the contractual obligations undertaken. Should the cause of the suspension continue for more than 30 (thirty) working days, the Customer may, on a temporary basis, source the Product from another supplier, subject to the Customer's undertaking, once the Force Majeure event has ceased, to repurchase the Product from DEFREMM. DEFREMM undertakes to notify the Customer in writing of the cessation of the Force Majeure event, also specifying the date of the first deliveries of the Product. The Customer is obliged to accept such deliveries.

16.3 – Termination due to the persistence of force majeure.

Upon the cessation of a Force Majeure event, the Party directly affected is obliged to inform the other Party immediately in writing so that the Parties may reach an agreement as to whether or not to fulfil the Order that has not yet been processed, in order to remedy what was not carried out whilst the event in question was occurring.

Should the force majeure event continue for more than 120 (one hundred and twenty) days, DEFREMM and the Customer shall meet to assess the possibility of terminating the supply contract entered into. In any event, the Customer must collect and pay for all products held in DEFREMM's warehouse, the cost of semi-finished products and special raw materials that cannot be used for any other purpose, and reimburse DEFREMM for all costs incurred for the production of prototypes, procurement and any costs relating to warehouse storage and staff employment accrued up to the date of termination of the supply contract.

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16.4 – Force majeure invoked by the Customer.

The Customer must promptly inform DEFREMM of any event that may be considered a Force Majeure event and that may hinder the delivery or collection of the Product. In such cases, the Customer must inform DEFREMM of the arrangements under which the Product may be delivered, including, where necessary, to a location other than that agreed, bearing the additional cost as specified by DEFREMM, and taking all appropriate measures to collect or store the Product manufactured by DEFREMM in such a way as to minimise the inconvenience to the Supplier.

16.5 – Suspension of payments.

Under no circumstances may the Customer invoke Force Majeure to suspend payments for supplies.

Art. 17 – Change in the Buyer’s financial circumstances

17.1 DEFREMM, subject to prior notice, reserves the right to suspend the fulfilment of its obligations arising from the Sale of the Products in accordance with Article 1461 of the Italian Civil Code should the Purchaser’s financial circumstances become such as to seriously jeopardise the receipt of the consideration, unless suitable security is provided within 15 (fifteen) days of the notice being sent.

17.2 Failing this, DEFREMM shall be entitled to terminate the contract in accordance with Article 18 below.

17.3 Any event or conduct that could objectively cast doubt on the Customer’s solvency or their willingness to pay for the Product supplied may be considered grounds for DEFREMM to suspend the supply of the Product. In such a case, DEFREMM must send the Customer a specific notice. Upon receipt of the aforementioned notice, all the Customer’s debts to DEFREMM shall be deemed immediately due and payable, notwithstanding any contrary agreement previously entered into. DEFREMM shall also be entitled to remove the unpaid Product supplied from the Customer’s warehouses or premises. In the event that the Customer is subject to insolvency proceedings (composition with creditors, administration under court supervision, bankruptcy, compulsory liquidation, or special administration), DEFREMM may, in accordance with the specific legislation governing debt recovery, suspend further supplies or deem the contract to be terminated.

Art. 18 – Express termination clause, withdrawal and penalties

18.1 – Express termination clause.

DEFREMM reserves the right to terminate, pursuant to Article 1456 of the Italian Civil Code, at any time by written notice to the Purchaser, an individual sale in the event of a breach of the obligations set out in relation to: a) Prices (Article 7); b) Terms of execution and delivery of Orders (Article 8); c) Terms and conditions of payment (Article 9); d) Intellectual property rights and confidentiality obligations (Article 15); and

18.2 – Right of withdrawal.

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In any event, DEFREMM reserves the right to withdraw from the Sale for any reason by giving written notice. Withdrawal may be exercised at any time and without the need for justification. In such a case, the Customer shall be required solely to pay DEFREMM the price of the Products already delivered, in addition to the costs incurred up to the date of notification of withdrawal for the preparation of the ordered Products and the costs of work in progress up to the date of withdrawal.

18.3 – Consequences of termination.

In the event of termination, DEFREMM shall be entitled to (i) retain any sums paid by the Customer for any reason whatsoever; (ii) claim reimbursement of actual costs incurred, including those relating to procurement, semi-finished products, prototyping and the use of premises, incurred up to that date; (iii) without prejudice to compensation for any further damages.

18.4 – Penalty for breach by the Customer.

Any Customer who terminates the contract without just cause or who otherwise fails to fulfil the essential obligations of the contract (such as payment, the obligation to collect goods ready for collection, compliance with quality and traceability obligations) shall be liable to pay DEFREMM a **penalty equal to 10 per cent (ten per cent)** of the total amount of the Order or, in the case of a standing or programme-based order, the maximum value provided for in the Order itself, without prejudice to any greater damages.

18.5 – Retention of advance payments, deposits and other sums.

DEFREMM may, in any event, retain any advance payments or sums received up to that point, to be set off against any further amounts due.

Art. 19 – Jurisdiction, competent court and applicable law

19.1 – Applicable law.

These GTC and individual Sales are governed exclusively by Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) is expressly excluded.

The supply of the Product and any consequences arising from the performance of the contract, or any matter connected with or leading up to the conclusion of the contract and/or the order, shall always and in all circumstances, without exception, be subject to Italian jurisdiction and the laws in force in Italy, to the exclusion of any validity or applicability of foreign jurisdictions or laws.

19.2 – Competent court.

Any dispute that may arise between the Parties and which cannot be resolved amicably shall be subject to the exclusive jurisdiction of **the Court of Lecco**.

DEFREMM and the Customer shall, at all times and where necessary, use their best endeavours to settle amicably any disputes or differences that may arise. Should an amicable resolution of the dispute not be reached, the jurisdiction of **the Court of Lecco** shall, in all circumstances, be deemed exclusive and mandatory.

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Art. 20 – Penalty clause and legal costs

20.1 Any outstanding payment by the Customer shall authorise DEFREMM to instruct a solicitor to proceed with debt recovery, with additional costs to be borne by the defaulting Customer as follows: a) **a late payment penalty equal to 3% of the outstanding amount;** b) **a lump-sum reimbursement of legal costs;** c) **any further expenses** incurred by DEFREMM in recovering the debt (including, by way of example only: notarial authentication fees, stamp duty, revenue stamps, etc.).

20.2 DEFREMM also reserves the right to charge the defaulting Customer a **flat-rate sum of €40.00 (forty euros)** for each payment reminder sent after the agreed deadline has passed, as well as all debt recovery costs incurred in relation to debt collection agencies, solicitors or other appointed professionals.

Art. 21 – Privacy Policy

21.1 Pursuant to Legislative Decree No. 196/2003 and EU Regulation 679/2016, we hereby inform you that the processing of personal data will be carried out lawfully and fairly in accordance with an obligation arising from a contract to which the data subject is a party or from laws and regulations, in connection with the performance of economic activities, whether on electronic or paper-based media, by our authorised representatives; and that, within the limits of the applicable legislation, the data subject has the right to request, at any time, access to their Personal Data, the rectification or erasure thereof, or to object to their processing, to restrict processing, and to obtain the data concerning them in a structured, commonly used and machine-readable format. The data subject also has the right, at any time, to withdraw their freely given consent.

21.2 In accordance with the applicable legislation, you have the right, in any event, to lodge a complaint with the competent supervisory authority (the Italian Data Protection Authority) should you consider that the processing of your Personal Data contravenes current legislation.

21.3 Pursuant to Legislative Decree No. 196/03 and EU Regulation 679/2016, the Data Controller is **DEFREMM S.p.A.**, Via Goito, 6 – 23900 Lecco (LC) – VAT No. 00814480133.

21.4 DEFREMM and the Customer expressly declare that they comply with the procedures for ensuring privacy as required by current legislation. If necessary, DEFREMM and the Customer shall be required to appoint, and notify the name of, a data protection officer responsible for managing any sensitive data that may be transmitted.

Art. 22 – Final provisions

22.1 – Severability clause.

Should one or more of the provisions of these GTC be deemed invalid or otherwise unenforceable or unenforceable, this shall not render these GTC invalid as a whole or the remaining provisions invalid, all of which shall continue to be fully valid and effective.

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22.2 – Assignment of the Agreement.

DEFREMM may assign this Agreement, in whole or in part, or may assign any of the rights or obligations arising therefrom, even without the prior written consent of the other Party.

22.3 – Written Form of Amendments.

Any amendment to these GTC must, to be valid and effective, be set out in a written document signed by the Parties.

22.4 – Novation.

These GTC supersede and replace any previous agreement between the parties relating to the same subject matter.

22.5 – Burden of proof.

Whenever these GTC provide for limitation periods or notification obligations incumbent upon the Customer, the burden of proof regarding the timely dispatch and receipt by DEFREMM rests exclusively with the Customer.

Lecco 24.06.2026

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