

GENERAL SALE CONDITIONS

1. SALE AGREEMENT AND GENERAL SALE CONDITIONS

1.1 Sale Agreement and General Sale Conditions. The supply of pipes ("**Products**") by GRILLO srl ("**GRILLO**") shall be governed by these General Sale Conditions.

These General Sale Conditions are an integral and essential part of the sale agreement of the Products ("**Agreement**") that will be executed between GRILLO and the Client ("**Parties**").

1.2 Replacement of previous agreements and application of present Contract to future sales. The present General Sale Conditions regulate the relationship between the Parties, replace any previous agreement or document signed and apply to all the purchases which will take place between the Parties even if not expressly referred to in subsequent reports, and prevail on the general conditions of purchase of the Client. In no event shall any general conditions of any nature inserted and/or specified in the Client's forms and/or in other documents sent to GRILLO by the Client, and/or of which GRILLO has been made aware in any manner whatsoever, apply to this Agreement and/or to any other supply of Products. Specific terms and/or conditions of supply shall apply to the Agreement only if reported in GRILLO's order confirmation. The present General Sale Conditions are defined as known to the Client, once they are received by mail, fax, e-mail, or hand-delivered.

1.3 Modification of General Sale Conditions. Any further change and/or amendment of the present "General Sale Conditions" shall be binding and valid only if accepted in writing by both Parties.

1.4 Formation of the Contract. The Client sends the order or request of an offer to GRILLO in writing, GRILLO may send an offer and then an order confirmation that shall be signed by the Client for its acceptance and shall be returned to GRILLO.

The Contract will be formed and will produce its effects when:

- a) GRILLO receives the order confirmation signed by the Client; or
- b) after 5 (five) days the submission of the order confirmation without the Client's written rejection of GRILLO's order confirmation.

1.5 Refusal of Orders. Without prejudice to its own rights, GRILLO reserves the right to refuse the orders if not completed and/or if the Client does not carry out its obligations.

1.6 Modifications and suspension of Contract. If the Client modifies or suspends the Contract, the Seller has the right to terminate the Contract and ask for damage compensation, or to increase the agreed price.

1.7 Variation of Products. Upon notice to the Client, GRILLO will have the right to vary the Products compared to the contents of the relevant offer and/or order confirmation, to the extent that such variations (i) are due to production or technical reasons, (ii) are mandatory according to the applicable law and (iii) do not reduce and/or alter the performance and quality of the Products agreed upon with the Client.

2. PLACE AND TERMS OF DELIVERY

2.1 Incoterms and passing of risk. Unless otherwise agreed, the Seller delivers the Products according to Incoterms[®] 2010, indicated in the offer and/or in the order confirmation. GRILLO shall not be responsible for any damage, loss or theft which may occur to the Products after delivery according to this article.

2.2 Non-essential delivery terms. The terms of delivery of the Products agreed by the Parties shall not be deemed as of essence.

2.3 Delays of delivery caused by causes not depending on GRILLO. In case of delays in the delivery of the Products caused by a fortuitous event, force majeure or other causes not depending on GRILLO's willful misconduct and/or gross negligence, the Client shall not be entitled to claim any compensation for damages, nor to ask for the termination of the Agreement and/or price reduction.

2.4 Delay in the collection of the Products from the Client. In case of a delay in the collection of the Products from the Client exceeding 10 (ten) days from the agreed date, the Client shall bear all the expenses concerning the occupation of the warehouse, granting to GRILLO a consideration to be calculated according to a fee to be negotiated from time to time, with a minimum of € 20,00 (twenty) per day of delay. In any case, the risk of damage, deterioration and/or theft of the Products shall be borne by the Client from the initially agreed delivery date.

2.5 Request for postponement of delivery. In case the Client requests for any reason a postponement of delivery date of Products (by way of example and not limited to: delay in work progress on worksite, delay in carrying out of work preparations to receive Products, request to postpone payment etc..), GRILLO shall store the Products at its own company or at a third party's and shall have the right to a reimbursement for the deposit of the Products for the whole duration of the deposit of Products and moreover, shall have the right to the payment of the balance of the price of the Products as referred to in the above article 3.6. In case the duration of the deposit of Products is longer than 10 (ten) days, GRILLO shall not be liable in any way, for the structural and quality modifications the Products may be subjected to.

2.6 Delay in the delivery due to Client. In case the Seller is late in the delivery for reasons caused by the Client, the Seller shall not be liable for the delay or any allowance or damage compensation that may be requested from him.

3. PRICE AND PAYMENT CONDITIONS

3.1 The price of the Products is specified in GRILLO's order confirmation.

3.2 Currency. The amounts in the Confirmation Order shall be indicated by GRILLO in Euro.

3.3 Payment conditions. The price of the Products shall be paid by the Client as per the terms and ways of payment specified in GRILLO's order confirmation, or otherwise agreed by the Parties.

Any late collection or non-collection of the Products by the Client shall not cause an extension and/or postponement of the terms of payment.

In case of late payments, the Client shall pay interests on the unpaid amount at the rate provided by the applicable law as per clause 12 below, as well as bank charges and financing costs incurred by GRILLO because of late payment.

3.4 Consequence in case of risk of non-payment or of late payment. GRILLO shall be entitled to suspend the delivery of the Products: (a) should the Client's assets and/or financial standings endanger the relevant payment; (b) should the Client fail to timely pay Products previously supplied by GRILLO, also on the basis of other contractual relationships, until full payment of the outstanding credit and/or until receipt of proper guarantees for any delivery in progress, without prejudice to GRILLO's right to claim for any damages suffered as a consequence thereof.

3.5 Prohibition on suspending the payments. In no event shall any vice and/or defect of the Products, even when expressly acknowledged as such by GRILLO, and/or any delay of delivery as to the agreed terms, give the Client the right to suspend the relevant payments and/or any other payment for whatever reason due to GRILLO also under other contractual relationships.

3.6 Obligation to pay in case of postponement request of delivery. If the Client asks for the postponement of the delivery date of the Products as indicated in art. 2.5, GRILLO has the right to ask the Client for the balance of the price payment and a compensation for the deposit of the Products at its own site or at a third party's site for its whole duration, with prior written communication to the Client. With the sending of the request of the payment of the price balance, the Client shall be considered as having received formal notice in accordance with the law. The costs and risks of transportation of Products for their deposit at a third subject's shall be entirely borne by the Client and shall be paid when the invoice is presented. Within the end of every month or at another due date at its discretion, GRILLO shall issue an invoice to the Client for the payment of the deposit costs.

4. RETENTION TITLE

4.1 Ownership of the Products. GRILLO shall be the sole owner of the Products until the date of their full payment.

4.2 Acquiring of payments. Should the Agreement be terminated due to the Client's breach of contract, the installments already paid by the Client shall be kept by GRILLO as an indemnity, within the limits set forth by the law, without prejudice to GRILLO's right to claim for further damages.

5. WARRANTY

5.1 Warranty duration. GRILLO guarantees that the Products comply with the quality standards set forth by the Italian law and the applicable EU / EXTRA-EU Regulations (EN / ASME / ASTM) and will be free from hidden defect in material and workmanship for 1 year as of the delivery date ("Warranty Period").

In case of defected Products and complaints raised by the Client which are accepted and acknowledged by GRILLO within the Warranty Period, the latter shall replace or repair the defective Products. Subject to the loss of warranty, the Client shall notify GRILLO in writing, by email or fax followed by a phone call, about any vices and/or defects of the Products within 10 (ten) days from the date on which the Products were actually handed over to the Client or within 10 (ten) days from the discovery of any hidden defect. According to article 1495 of the Italian civil code, any judicial action against the seller shall be taken within one year from the delivery of the Products.

It is understood that the warranty obligations herewith undertaken shall be effective and binding only provided that GRILLO has the opportunity to verify the vices and/or defects raised by the Client.

GRILLO's warranty obligation shall be deemed as fully fulfilled with the replacement of the defective Product, without any further obligations.

5.2 Warranty exclusion. The warranty is expressly excluded for vices and/or defects of the Products arising from or consisting in:

- a) alteration and/or modification of the Products not authorized in writing by GRILLO;
- b) improper use of the Products;
- c) inadequacy of transport;
- d) deposit and/or maintenance of the Products not in compliance with GRILLO's instructions;
- e) normal wear and tear of the Products and/or materials;
- f) water or any other liquid infiltration, chemicals, radioactive sources, annealing, heat treatment and rotation of the tube;
- g) any other cause not due to GRILLO's negligence.

5.3 GRILLO's liability. Without prejudice to the compulsory product's liability law and any liability for willful misconduct and/or gross negligence, GRILLO shall not be liable for direct, indirect or incidental damages caused to the Client and/or to third parties as a consequence of the defects of the Products.

5.4 Limitation of liability. In no case shall the aggregate GRILLO's liability for damages arising out of vices and defects of the Products, pursuant to the Agreement, exceed their aggregate price.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

6.1 GRILLO's exclusive property. The Client hereby acknowledges that the trademarks of the Products as well as any and all patterns, specifications, samples, designs, technical information or data related to the Products are and shall remain the exclusive property of GRILLO.

6.2 Prohibition of modifications. The Client shall not make any modifications to remove or in any way tamper with the trademarks or any plate, trade name, information or number affixed or printed thereon.

6.3 Confidential information right. The Client shall not disclose the confidential information related to the Products, GRILLO, and its commercial and industrial organization.

7. NO ASSIGNMENT

The Client shall not assign to a third party any right and/or credit deriving from or connected to the Agreement without GRILLO's prior written authorization.

8. SEVERABILITY

8.1 Invalid or unenforceable clause. Should any clause be considered invalid or unenforceable by the judgement of a Court of competent jurisdiction or award of an Arbitral Tribunal, all other provisions shall remain in full force and effect.

8.2 Replacement of any invalid provision. The Parties agree, however, to replace, when possible, any provision declared invalid by a provision which shall reflect their initial intent, as objectively and consistently as possible and in accordance with the basic relationship existing between the Parties.

9. NO WAIVER

The non-enforcement of any provision contained in this Contract shall not be construed by GRILLO as a waiver of the right to enforce the provision at another time under different circumstances and/or enforce other provisions of this General Sale Conditions.

10. COMMUNICATION AND LANGUAGE OF GENERAL SALE CONDITIONS

10.1 Form of communication. All correspondence, communications and documents between the Parties shall be in writing in English (by e-mail, fax, courier) and shall be sent to the last known address of the other Party.

10.2 Receiving of communications. Communications sent by mail shall be deemed to be received after 7 (seven) days from the sending. The communications sent by e-mail or telefax shall be deemed to be received the same day of the sending.

10.3 General Sale Conditions written in English prevails. The present General Sale Conditions, written in Italian and English, may be translated into other languages. In any case of discrepancies between the versions, the English one will prevail.

11. MEDIATION AND ARBITRATION CLAUSE

11.1 Mediation. Any dispute between the Parties relating to or arising from this Contract shall be submitted to a procedure of mediation conducted by a sole mediator selected, appointed and proceeding in accordance with the Mediation Rules of the European Court of Arbitration having its seat in Strasburg, which Rules are in force at the date of filing of the application for mediation.

If mediation is successful the report of the mediator will constitute a settlement between the Parties settling the existing dispute or for avoiding a future dispute.

11.2 Arbitration. In the event of the mediation proceedings not taking place or being unsuccessful, any dispute arising from said relationships between the Parties shall be determined in accordance with the Arbitration Rules and the Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat at Strasburg (in force at the time the application for arbitration is filed), with right to appeal, unless this is not permitted by the applicable procedural law, by way of rehearing by an appellate arbitral tribunal (if so allowed by the applicable procedural law), of which adoption of this clause constitutes acceptance. The arbitration proceedings will be conducted by a sole arbitrator who shall be chosen according to the provisions of the said Rules.

11.3 Place and language of mediation and arbitration. Applicable rules of substantive. Place of mediation and arbitration: Padua.
Language of proceedings: English. Applicable rules of substantive: Italian law.

12. GOVERNING LAW

These General Sale Conditions and the relative Contract shall be governed by and construed in accordance with the Italian law; the application of the U. N. Convention on the international Sale of Goods (Wien, April 11, 1980) is expressly excluded.

13. PRIVACY POLICY

In compliance with the Italian Personal Data Protection Code (Legislative decree No. 196 of 30 June 2003), and with the Regulation (EU) 2016/679, GRILLO informs the Client that the personal data will be recorded and processed on paper and on electronic tools to fulfil contractual, legal, and fiscal obligations. The processing of the personal data may be performed for the whole duration of the Contract and also for a period of ten years following

the termination of the Contract. After such period, the personal data shall be cancelled. The personal data may be shared with employees, suppliers, consultants, any public or private authority that may access the data by virtue of provisions laid down by law within the bounds of the tasks entrusted to them and the rules indicated above. The personal data may be disseminated through our web site and GRILLO 's publications.

In accordance with Articles 15 to 22 of the Regulation (EU) 2016/679, the Client has the right to request GRILLO: a) to access the personal data concerning him or her (art. 15); b) the rectification of inaccurate personal data (art. 16); c) the erasure of personal data (art. 17); d) the restriction of processing (art. 18). Furthermore, the Client has the right to object to processing of personal data (art. 21) and the right not to be subject to a decision based solely on automated processing, including profiling (art. 22).

The Data Controller is: GRILLO STEEL srl, with Headquarters in 36016 Thiene (VI) via della Statistica n.11, E-mail: privacy@grillosteel.it