

Terms of sale and delivery

1. General

Unless expressly agreed in writing, the following Terms of Sale and Delivery apply to the business transactions between Pharmagel Technology Srl (Italy), 20078 San Colombano al Lambro, as Supplier, and the Customer.

Differing or supplementary agreements to the Terms of Sale and Delivery are only valid if expressly accepted in writing by the Supplier.

Quotations are valid for one month but may be subject to changes if raw material prices change. After the expiry date, the Supplier reserves the right to accept or reject an order.

2. Purchase orders, order confirmation

Purchase orders will be confirmed in writing by the Supplier. The scope of the goods and services is defined exclusively by the wording of the written order confirmation.

Changes to the order and verbal agreements are only valid if the Supplier confirms the same in writing to the Customer.

The Supplier is entitled to undertake modifications that lead to improvements at any time, provided that these do not affect the warranted performance characteristics or result in a price increase.

3. Standards regulations

In the absence of a written agreement to the contrary, the delivery conforms to the Supplier's standards and regulations when issuing the quotation.

Devices are designed and built subject to compliance with Health and Safety regulations and the relevant UE directives.

CE marking and declaration of conformity take place under the applicable guidelines.

4. Prices

Prices are NET, EXW excluding VAT without any deductions, including standard packaging for air, road, or rail transportation.

All ancillary costs, for example, sea freight packaging, storage, freight charges, insurance, taxes, customs duties, export fees, import, other approvals deeds and test certificates, and similar, are at the Cus-

customer's expense per the applicable Incoterm.

A minimum invoice amount of **€ 100,00** (small quantity surcharge) or the equivalent value in a foreign currency will be charged to the Customer.

The Supplier reserves the right to make a reasonable price adjustment if the delivery period as per 7 a) or b) is extended or if the Supplier must make modifications if the documents supplied by the Customer did not correspond to the realities or they were incomplete.

5. Terms of payment

Payments must be made by the Customer in conformity with the agreed payment terms at the Supplier's domicile without deduction of discount, expenses, taxes, duties, fees, customs duties, and similar.

Terms of payment and obligations to make the payment must be adhered to, even in case of delay of acceptance, transport, delivery, assembly, or commissioning of the deliverable and services. The same applies if these are impossible for reasons outside the Supplier's responsibility.

In the event of default in payment, the Supplier reserves the right immediately to cease all scheduled deliveries and services and is entitled to charge an interest rate of a minimum of 5% from the agreed due date onwards.

The Supplier will issue an invoice for partial and advance shipments requested by the Customer. The Customer will pay according to 5.1 (unless otherwise agreed by the Supplier).

6. Risk and property

Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery. Therefore, the Customer should insure the Goods accordingly.

The property in the Goods shall pass to the Customer upon the payment in full of the price. Until the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and keep the Goods separate and properly stored, protected, insured, and identified as the Supplier's property, and shall not be entitled to dispose of the Goods.

Till the property in the Goods passes to Customer, Supplier may, at any time, require Customer to deliver up the Goods to the Supplier and, if Customer fails to do so immediately, enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7. Delivery time

The delivery period commences with acceptance and confirmation of the purchase order by the Supplier and after clarification in full of the technical and commercial matters (e.g., approval of drawings), as well as after compliance with all formalities required by the authorities, such as import, export, transit, and payment approvals.

The delivery period ends when the goods are ready for delivery as agreed.

The Supplier will reasonably extend the delivery period if:

1. The details required for the performance of the order are not received timely by the Supplier or if the Customer subsequently changes these;
2. The periods for payment are not in compliance if the Customer opens the letters of credit too late or if import licenses are not available to the Supplier in time;
3. When obstacles arise that the Supplier cannot avoid despite exercising the requisite degree of care, whether these arise at the Supplier, the Customer, or a third party. Such obstacles are events of force majeure, for example, epidemic, mobilization, war, unrest, considerable interruption of operations, accidents, labor disputes, delayed or inadequate supply of the necessary raw materials, semi-finished products, rejection of important workpiece, official measures or injunctions, natural disasters.

The agreed delivery date is equivalent to the last day of a delivery period. Articles 7.1 to 7.3 apply accordingly. However, suppose that the Supplier cannot deliver the goods and services within the agreed delivery period because of such events for which the Supplier is not responsible. In that case, no rights accrue to the Customer as a result.

8. Documents data

Indications, at least of weights, dimensions, performances, and prices in catalogs and brochures, are general guides without binding effects.

The Supplier reserves all right on documents and plans and all data and test results. They may not be copied, brought to the knowledge of third parties, or used to manufacture a machine, plant, or parts thereof.

9. Cancellation

If the Customer withdraws an order, the Supplier is entitled to be paid for all services already rendered, plus a cancellation fee of at least 10% of the order value.

10. Packaging, transport

Included in the scope of delivery is packaging for transport by air, road, or rail. Additional packaging and dispatch requirements must be agreed upon in writing and are at the Customer's expense. Packaging is not returnable.

For "EXW" deliveries, transport and insurance are at the Customer's expense (according to Incoterms 2000).

The Customer must report complaints about damage and losses in connection with transport immediately after receipt of delivery, and these must be certified by the freight forwarder.

11. Inspection and acceptances

The Supplier will inspect each system to the usual extent before each dispatch. However, if the Customer wishes to be present during the inspection of his goods, the Supplier and Customer must agree on it in writing at the time of placing the order.

The Customer must inspect the goods and service within a reasonable period and notify the Supplier of any defects without delay in writing. If he fails to do so, the goods and services are accepted.

12. Assembly and commissioning

The purchase order price doesn't include assembly and commissioning at the Customer site.

The Customer must perform the assembly with competent specialist personnel. Any damage that occurs during this activity is at the Customers expense.

Personnel authorized by the Supplier must perform commissioning, including inspection of the assembly work.

13. Warranty, liability for defects

If the guaranteed features are not or only partially fulfilled, the Customer has a right to ask for improvement within a reasonable time. The Supplier must eliminate the defects notified as quickly as possible. The Customer must allow the Supplier to do so.

The warranty period is 12 months, subject to due and proper use. It commences with the departure "ex-works" of the goods or with any agreed and verifiable acceptance of the goods. However, suppose dispatch, assembly, or acceptances are delayed for reasons the Supplier is not responsible for. In that case, the warranty period ends at the latest 18 months after readiness for delivery or acceptance.

The Supplier undertakes, at his discretion, following a written demand from the Customer, to improve or replace as quickly as possible all parts of the goods which are damaged or unusable verifiable as a consequence of inappropriate quality material, faulty construction or defective performance until the expiry of the warranty period.