

GENERAL CONDITIONS OF SALE 2025

MECAL SRL

[HTTP://WWW.MECAL.NET](http://www.mecal.net)

Art. 1 OBJECT

- 1.1. The present general condition of sales shall apply to all the sales made by MECAL SRL having its seat in Italy, Asti, Corso Alessandria n° 2 (hereinafter the “MECAL” or “SELLER”) with any buyer (hereinafter the “BUYER”) of its standard or customized products (hereinafter the “Products”).
- 1.2. The terms and conditions indicated in the present general conditions of sales (hereinafter “General Conditions”) integrate any offer (hereinafter “Offer”) and/or order confirmation made by the SELLER (hereinafter the “Order Confirmation”) answering to any order made by the BUYER (hereinafter the “Order”).
- 1.3. In particular, the technical specification (hereinafter the “Technical Specifications”) of MECAL’s Products (hereinafter the “Technical Specifications”) shall be indicated in each SELLER’s Offer and/or Order Confirmation and/or on the catalogue available on the MECAL’s website [Mecal S.r.l. - MECALDOC-EN](#) and/or agreed in writing by the Parties.
- 1.4. The Offer and/or the Order Confirmation and the present General Conditions of Sale shall be considered accepted by the BUYER when the down payment are made by the BUYER or, at latest, when the Products are delivered to the BUYER.
- 1.5. Any modification to the Technical Specification and/or to the terms and conditions indicated in the Offer and/or Order Confirmation and/or in the present General Conditions shall be agreed in writing by the Parties.
- 1.6. The BUYER shall follow in its operations concerning the installation and maintenance guidelines indicated by the MECAL Technical Guidelines for Maintenance of the Products which is sent to the BUYER together with the Offer and/or the Order Confirmation and/or edited on the SELLER’s website [Mecal S.r.l. - MECALDOC-EN](#) and/or then delivered manually together with the Product.

Art. 2 PRICE, PAYMENT AND DELIVERY

- 2.1 The purchase price (hereinafter “Purchase Price”) of the Products shall be the one indicated and/or annexed to the Offer and/or Order Confirmation. The Purchase Price shall be in Euro currency.
- 2.2 The BUYER shall pay to the SELLER the Purchase Price following the terms and conditions indicated in the Offer and/or in the Order Confirmation. In the event that should be necessary a technical modification and/or integration during the Product’s production, the SELLER shall have the right to modify the Purchase Price proportionally to further activities upon previous written notice send to the BUYER concerning the new Purchase, with a view to a good faith cooperation.
- 2.3 The means of payment of each single sale shall be the one indicated in the Offer and/or Order Confirmation.
- 2.4 The Products shall remain the property of the SELLER until the Price is paid in full by the BUYER. The BUYER has the obligation to register the reservation of title on the Products at the competent public authority in its country if this is requested by the local regulations. In the event that the BUYER fails to comply with the Purchase Price payment obligation, the SELLER shall have the right to suspend the technical assistance on the Product and to interrupt any further sale, as well as to request the return of the deliver and unpaid Product.
- 2.5 If not otherwise indicated in the Offer and/or Order Confirmation, the SELLER has the obligation to deliver the Products following the FCA at the SELLER’s premises Incoterms ICC 2020 and the other terms and conditions indicated in the Order Confirmation.
- 2.6 Any lack of the payment within the term indicated in the Offer and/or Order Confirmation shall entitle the SELLER for all legal remedies and damages and to suspend any further SELLER’s obligation including the delivery. In case of delay in payment by the BUYER, the BUYER shall pay to the SELLER the default interest at the rate in force increased by a 3% of the Purchase Price, calculated for each day of delay, without prejudice for any further damages. It is understood that, in case of delay of payment, the SELLER has the rights to suspend any obligation towards the BUYER, including the delivery.
- 2.7 The delivery term indicated in the Offer/Order Confirmation may be significantly delayed due to the events concerning difficulties in the procurement or in the logistic of the raw materials and/or

the components of the Products. Should Products not be delivered within the delivery time agreed in the Offer and/or Order Confirmation, the BUYER has the right to claim for damages after the expiration of 60 (sixty) days period following the agreed delivery time. Damages here above are due in the measure of 0.1% (zero dot one percent) of the purchase price, calculated per each week of delay, but cannot exceed the maximum percentage of 3% (three per cent) of the Purchase Price. The damages hereof are the only claim given to the BUYER in case of delay in the delivery attributable to the SELLER. No other claim is acceptable for the delay here above.

2.8 In the case of late delivery, which is not attributable to reasons for which the SELLER is responsible, the SELLER shall be entitled to place the delivered goods in storage at the cost of the BUYER and to invoice the additional costs accruing to it as a result of the delay (e.g. in connection with rescheduling, overtime etc.) together with any other damages.

2.9 In case of down payment by the BUYER, the down payment shall be considered as advance payment to cover the costs already incurred by the SELLER. The SELLER shall have the right to hold such advance payment in case the order will be cancelled, delayed or suspended, for any reason, without prejudice for any further damage. In case no down payment has been made by BUYER, and the BUYER cancels an order totally or partially, the SELLER is entitled to request to the BUYER a payment of a penalty for an amount of the 50% (fifty percent) of the purchase order cancelled, without prejudice to any further damage.

Art. 3 SELLER'S WARRANTIES

3.1 The SELLER warrants that the Products will be free from defects in material and workmanship and will conform to the Technical Specifications described in the Offer/Order Confirmation and/or on the catalogue edited on the MECAL website [Mecal S.r.l. - MECALDOC-EN](#) and/or then delivered manually together with the Product, provided that the BUYER shall follow the SELLER's instructions indicated in the MECAL Technical Guidelines for Maintenance described in the Offer/Order Confirmation and/or on the catalogue edited on the MECAL website [Mecal S.r.l. - MECALDOC-EN](#) and/or then delivered manually together with the Product. In any case, the BUYER shall be liable for any direct or indirect damages arising out from an improper and/or incorrect use, incorrect installation and or incorrect or lack of maintenance of the Product. Shall remain at the BUYER charge any liability concerning the

control and validation of the correct Product's feature and the consequence processing results obtained using the Product, as well as the feature of the system in which the Products are eventually integrated.

- 3.2 The Products Technical Specifications indicated in the Offer and/or in the Order Confirmation and/or catalogue on the MECAL website <http://www.mecal.net/index.php/en/customers-area>, and/or then delivered manually together with the Product must be strictly checked by the BUYER at the moment of the taking of delivery. In case the BUYER, during the use of the Products, does not follow the SELLER's instructions indicated in the MECAL Technical Guidelines for the Maintenance indicated in the Offer and/or in the Order Confirmation and/or catalogue edited on the MECAL website [Mecal S.r.l. - MECALDOC-EN](#) and/or then delivered manually together with the Product, the guarantee shall not apply.
- 3.3 The non-conformity concerns the differences between the Products and the Technical Specifications indicated in the Offer and/or in the Order Confirmation and/or catalogue on the MECAL website [Mecal S.r.l. - MECALDOC-EN](#), and/or then delivered manually together with the Product.
- 3.4 The SELLER shall guarantee the Products for a period of 12 (twelve) months starting from the Product's delivery, in any case, no longer than 18 months starting from the delivery date. The BUYER shall communicate in writing to the SELLER the defects within 15 (fifteen) days from the delivery date FCA at the SELLER's premises Incoterms ICC 2020. Any claim of non-conformity made by the BUYER shall indicate in writing the defective part or component of the Products, giving a specific picture and description of the malfunctioning, the lot and any other information in order to identify the Product and the defect.
- 3.5 The obligation of the SELLER under this warranty is limited to the replacement and/or substitution of the defective Product. Any other claim or charge is excluded.

Art. 4. CONFIDENTIALITY, SELLER'S TRADEMARKS AND INDUSTRIAL PROPERTY RIGHTS

- 4.1 The SELLER and the BUYER agree that all trade names and the SELLER's trademarks, industrial models and the industrial property right shall be used by the BUYER only for the purposes of the Products use unless prior written authorization by the SELLER.
- 4.2 The BUYER agrees that all SELLER's know-how, design, drawings and the confidential information concerning the Products shall remain property of the SELLER and shall not be transmitted by the BUYER to any third party without the SELLER written consent.

Art. 5. FORCE MAJEURE

- 5.1 SELLER is not responsible for any failure to perform, including, without limitation, late delivery or failure to deliver, which failure to perform is caused by occurrences beyond said Party's reasonable control "Force Majeure Event", including, but not limited to, late delivery or not delivery of raw materials and/or components by suppliers, increasing of the prices of such raw materials and/or components of more than 5%, suspension of or difficulties in transportation, strikes, lock-down, pandemics, epidemic, labour disputes of any kind, fires, accidents, earthquakes and other natural events, riots, war (whether declared or undeclared), uprisings, delay of carriers, government seizures, embargos.
- 5.2 In case of the occurrence of one of the facts mentioned here above, the Party effected by such force majeure fact shall notify to the other party the impossibility to perform temporarily its obligations. Therefore, the Parties shall negotiate a new term of delivery and/or a new price taking into account the increasing of the raw materials, energy and/or components or the difficulties arisen out of the logistic. Meanwhile the Parties are authorized to suspend any fulfilment of their obligations for a duration of 3 (three) months. Once expired such period of time, the SELLER may terminate the present agreement.

Art. 6. APPLICABLE LAW AND DISPUTES SETTLEMENT

- 6.1 This Contract is governed by the Italian Law unless derogated by any of the clauses of this Contract with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on April 11, 1980.
- 6.2 In case the BUYER has its seat in a country member of the European Union, any dispute arising out of or related to the present General Conditions shall be settled by the Court of Turin (Italy).

- 6.3 In case the BUYER has its seat in a country outside of the European Union, without prejudice to clause 6.4 of the present General Conditions, any dispute arising out of or related to the present Contract shall be settled by arbitration under the rules of the Chamber of Arbitration of Milan (the Rules), by a sole arbitrator, appointed in accordance with such Rules. Place of the Arbitration shall be Milan, Italy. Language of the Arbitration shall be English.
- 6.4 In case the BUYER has its seat in the territory of the People's Republic of China, any dispute arising out of or related to the present General Conditions shall be settled by arbitration under the rules of the China International Economic and Trade Arbitration Commission (CIETAC) (hereinafter the "Rules"), by a sole arbitrator, appointed in accordance with such Rules. Place of the Arbitration shall be Shanghai, China. Language of the Arbitration shall be English.