



## GENERAL SALES CONDITIONS

### 1. Definitions

In the interpretation of these General Conditions of Sale, the following terms must be understood in the sense set out below:

Seller: RGPBALLS SRL

Buyer: any natural or legal person who orders goods and services from the Seller.

Offer / quotation: any written communication in which the Seller offers the Buyer the Product, indicating its characteristics and price, with the specification that the Offer is deemed to have no effect, unless otherwise indicated in the Offer itself, after the validity period indicated in the quotation itself.

Order: any written communication with which the Buyer declares to the Seller that he wishes to purchase one or more Products or receive services; the order is not binding for the Seller until its acceptance which takes place with communication of the Order Confirmation by the Seller.

Order Confirmation: the document (s) sent by the Seller to the Buyer, with which the order is accepted and in which the technical characteristics of the Product and the General Conditions of Sale are reported, which constitutes a means of concluding the Sale.

Party or Parties: the Seller and the Buyer considered individually or jointly.

Product / s: the balls, rollers and ball transfer units produced or imported by RGPBALLS SRL subject to the sale or the provision of services to be rendered as specified in the Sales Agreement.

Sales Agreement or Contract: any purchase order issued by the Buyer and accepted in writing by the Seller, the Offers / quotations from the Seller accepted by the Buyer, and the written contract signed by the Buyer and the Seller.

Delivery term: period of time within which the Seller will make the goods available to the Buyer, as agreed in the offer phase.

### 2. General conditions application

2.1. These General Sales Conditions, which will be referred to and / or rewritten in individual Contracts and Order Confirmations, where the Contract is concluded in this form, apply to any Sales Contract.

2.2. Any Order, regardless of the Product to which it refers, assumes the full acceptance, without any reservation, of the General Conditions of the Seller, which replace any previous agreement or understanding between the Seller and the Buyer, except for modifications or additional conditions that have been agreed for registered and accepted by the Seller.

2.3. The Seller reserves the right to modify and / or vary these General Conditions of Sale by attaching such modifications and variations to the offers or to any written correspondence sent to the Buyer.

These modifications and variations are considered accepted by the Purchaser in the event of no dispute within 15 (fifteen) days following receipt or in the immediately subsequent correspondence.

### 3. Completion of the contract

The contract is considered completed only:

- a) if stipulated in a single document on the date of its signature;
- b) if stipulated by means of an exchange of Order and Order Confirmation on the date of dispatch of the Order Confirmation;
- c) if stipulated by means of an offer / quotation exchange and Acceptance of the Offer / quotation on the date of dispatch of the Order Confirmation;

## 4. Contract subject and features of the Products

The contract only includes what is indicated in the Order, which is then confirmed with the Order Confirmation.

4.1. Balls, rollers and load-bearing balls produced or imported by RGPBALLS SRL are created for exclusively industrial uses.

4.2. If the Buyer intends to purchase Products intended for use other than industrial / or in a sector other than the industrial one (by way of example and not limited to: medical sector, automotive sector, Food sector, Cosmetics sector, Aerospace sector ...), he must notify the Buyer in writing (by email, fax, pec ... etc.) at the time of the request for the Products.

In particular, the Buyer undertakes to provide the Seller, during the negotiation and formulation of the purchase offer, (by email, certified email or registered letter) the following information:

- Final application of the requested Products
- Directives / Standards / Regulations to be respected
- Any other document associated with the requested products (drawing, technical specifications, supply specifications, quality manuals, etc ...)

Only with the transmission of the aforementioned information, the Seller will be able to assess whether the requested Products can be sold and used in sectors other than the industrial one.

The Seller does not guarantee the satisfaction of the requirements, both technical and regulatory, communicated by the Buyer only after the shipment of the goods.

4.3 The Seller is not authorized to supply products intended for the military and / or defense sectors, as they do not possess the relevant License.

4.4. The subject of the Contract and the relative supply obligations of the Seller are limited to what is specifically indicated in the Contract. All regulatory requirements associated with the products of interest must always be communicated by the Buyer at the time of the initial request, for feasibility checks by the Seller. It is not possible for the Seller to indiscriminately guarantee compliance with all national (of the countries in which the products are manufactured and sold) and International Standards in force.

4.5 In the event that changes are proposed to the object of the supply, the Seller will inform the Buyer on the operational procedures for completion and on the required updates to the contract (such as, by way of example, the adjustment of the contract price, timing, etc. ).

If the Buyer wishes to proceed with the proposed amendment to the Contract, the Parties will agree on a written amendment to the contract containing the necessary revisions to be made to the Contract, which must be duly signed by both the Seller and the Buyer.

4.6 The Seller will have no obligation to carry out the requested changes until the amendment to the Contract will be signed by both Parties.

4.7. The description and all the specifications of the Products will be those indicated in the Sales Contract. Therefore, any information and data contained on the website and in any catalogs, illustrative brochures, advertisements, illustrations, price lists and, in general, in any other informative material of the Seller, must be considered purely indicative.

The Buyer declares to have negotiated for each Contract directly with the Seller, receiving adequate illustration of the technical, structural and commercial characteristics of the Product.

In the event that for the required products it is necessary to guarantee a high level of surface cleaning (applications in the automotive, medical, pharmaceutical, vacuum, etc ...), the corresponding specific washing cycles, conducted in accordance with one's needs and knowledge, are responsibility of the Buyer / End User.

4.8 Any inspection visits, previously agreed between the Seller and the Buyer, are only possible at the Cinisello Balsamo plant and are not usually extended to the Buyer's customers. The production sites of the items produced by the Seller are generally located abroad.

## 5. Prices and terms of payment

The price of the Products is indicated in the Sales Contract which also indicates the period of validity, methods and terms and is understood to be Ex Works of the Seller, unless otherwise agreed in the Contract.

Any complaints or disputes will in no case give the Buyer the right to defer or omit payment or to reduce the price.

The terms of payment must be considered essential. If the Buyer does not make the payment within the agreed term, he will be required to pay interest at the rate provided for by Legislative Decree 231/2002 and subsequent amendments from the first day following the due date of the payment until the day of the actual balance.

## 6. Delivery

6.1 Any delivery time is purely indicative and is not binding for RGP BALLS SRL. The indicative delivery time is specified in the order confirmation.

The delivery terms are indicative and modifiable by RGP BALLS SRL, and cannot be considered essential pursuant to article 1457 of the civil code.

The Seller is not responsible for any delays in delivery in the event of:

- force majeure or extraordinary events, pandemics, and / or other unforeseeable impediments independent of the Seller's will (by way of example 1) Extraordinary, unpredictable and inevitable events, due to natural causes, explosions, floods, fires, storms or accidents; 2) War or threat of war, sabotage, insurrection, civil wars; 3) Acts, regulations, by-laws, limitations, prohibitions or measures of any kind by governmental, parliamentary or local authorities; or other person who may act under the apparent authority of each of the aforementioned entities; 4) Imports or exports or embargoes or in the event of the refusal or impediment of any governmental authority to issue any license or authorization for export and import; 5) Strikes or other industrial actions or trade union disputes (involving personnel of the Seller or third parties);
- delays attributable to the Purchaser, in particular due to the failure or late communication of data essential for the fulfillment of the order.

## 7. Guarantees and conformity of the goods

The Seller guarantees that the supply complies with the specifications indicated by the Buyer, respects the rules and regulations in force with which the Buyer requires compliance, is suitable for the use requested by the Buyer and free from defects such as to make it unsuitable for use.

The warranty does not apply in the event of tampering with the goods, deterioration for reasons not attributable to the Seller, use of the goods outside the usual limits of use or established by specific standards or indicated in the technical documentation delivered by the Seller.

The Seller does not guarantee the compliance of the Products with particular specifications or technical characteristics or their suitability for particular uses except to the extent that these characteristics have been expressly agreed in the Contract or in documents referred to for this purpose by the Contract itself.

The products supplied by the Seller do not have a warranty period as the life and deterioration of the same strongly depends both on the storage environment provided at the Buyer / End User and on the expected final conditions of use.

With regard to the management of any non-conformities, any request for return, replacement, credit and any additional costs for reworking must always be agreed between the Seller and the Buyer, following verification and possible acceptance of responsibilities by the Seller on the problem complained of.

## 8. Limitation of Liability

8.1 In the event that the Information referred to in point 4.2 is concealed or inaccurate information is provided, the Seller will not be held liable for having supplied Products for industrial use.

8.2 It is understood that, in these cases, no liability, including towards third parties, is attributable to the Seller if the Products sold are actually used by the Buyer and / or resold to third parties:

- in a product sector other than the one communicated;
- in a product sector in which the products require particular technical specifications;
- in a country that imposes specific laws relating to the characteristics of the products or materials imported;
- for an application / final use other than those communicated.

8.3 the Seller assumes no responsibility if the Buyer and / or other subsequent resellers and / or end users use the Products in an improper, distorted and non-compliant manner.

8.4 The Seller will not be liable for any damage, direct or indirect, caused to / by the Buyer, to third parties and / or to things and / or persons resulting from the use of the Products.



## 9. Industrial property, confidentiality and privacy

The Seller retains ownership of all projects, technical documents and know-how relating to the supply and protected by the law on trademarks and patents.

The Buyer, its employees, agents, collaborators and subcontractors will keep the technical documents and information received during the supply as confidential.

The Seller guarantees that the information and personal data communicated will be treated in full compliance with the Law in force regarding the protection and processing of personal data. The personal and commercial data relating to the Sales Contract will be collected and stored at the Seller in order to comply with legal obligations. In case of refusal to provide personal and tax data, the Seller will be unable to provide the requested supply.

The Purchaser can exercise the rights referred to in art. 7 of Legislative Decree. 196/2003. The data controller is RGP BALLS SRL based in Cinisello Balsamo Via De Amicis 59-61.

## 10. Jurisdiction and Applicable Law

The exclusive jurisdiction for disputes arising from the interpretation and application of these Conditions is the Court of Milan.

10.2 The applicable law to the contractual relationship is the Italian one.



I accept these General Conditions  
also published on the website [www.rgpballs.srl](http://www.rgpballs.srl) and referred to in the order confirmations.

Signature for acceptance:

Place, date:

Qualification:

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Pursuant to and for the purposes of art. 1341 and 1342 Civil Code, I also declare to accept all the conditions and agreements contained therein and to have particularly considered what has been established and agreed with relative clauses; in particular I declare to specifically approve the clauses and conditions listed in points: 3. Completion of the contract; 4. Object of the contract; 5. Prices and terms of payment; 7. Guarantees; 8. Limitation of Liability; 10. Jurisdiction and Applicable Law

Signature for acceptance:

Place, date:

Qualification: