



General Sales Conditions

HELM ITALIA S.R.L.

1. Scope of Application

These terms apply between the buyer of Products ("You") and the seller HELM ITALIA S.R.L. ("Helm", "us" or "we"). Our contracts are exclusively governed by the terms and conditions stated in our sales confirmations and by our following General Sales Conditions. We herewith explicitly object to deviating or conflicting General Purchase Conditions of our Buyer, unless otherwise explicitly agreed in writing.

2. Offer and Acceptance

Our offers are non-binding. Orders from our Buyer shall not be binding on us until the earlier of our sales confirmation or our delivery.

3. Prices and Payment

3.1. The purchase price is payable without any deduction by the due date.

3.2. In the event of delayed payment, the Buyer shall pay interest from the date of maturity to definite receipt of payment at a rate according to the law D.LGS 231/2002.

3.3. In the event of any reasonable doubts concerning the Buyer's ability to pay and particularly if a default in payment has already occurred, we shall be entitled – without prejudice to any other rights – to revoke any credit terms granted and to demand payment in advance or sufficient collateral.

3.4. Set-off or retention with counterclaims other than those that are not disputed by us or are confirmed by final court decision shall be excluded.

3.5. Regardless of the place of delivery of goods or documents, the place of payment shall be our place of business.

4. Delivery

4.1. Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the latest version of Incoterms on the date the contract is concluded.

4.2. We will use reasonable endeavours to achieve delivery on time, in full (within a 0.3% tolerance). We will keep You informed of any material variation from agreed delivery time. In the event of delayed delivery on our part, the Buyer shall be obliged to grant a reasonable period of grace (e.g. one week). However, the seller shall not be liable for transport delays that are a direct or indirect cause of any possible pandemic or any other medical reasons. Any extra logistics costs directly or indirectly caused by those reasons will be split 50/50 between the buyer and seller. For the avoidance of doubt, the buyer shall not be entitled to cancel the contract because of any delay directly or indirectly caused by the present or future pandemic or any other medical reasons.

4.3 Helm's quantity and quality measurements taken at the point of loading will be stated in the invoice and shall be binding unless proved by You to be in error.

4.4 Where Products are supplied in returnable containers or pallets or other package, these must be promptly returned to Helm at Your cost in substantially the same condition as You received them. If containers or pallets are returned damaged or not returned within 90 days of delivery, Helm may invoice You for their repair or replacement.



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5. Product Quality

5.1. Unless otherwise agreed explicitly in writing, the quality of the goods is exclusively determined by our product specifications.

5.2. Identified uses under the European Chemicals Regulation REACH relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.

5.3. The properties of specimens and samples are binding only insofar as they have been explicitly agreed in writing to define the quality of the goods.

5.4. Quality and shelf-life data as well as other data shall constitute a guarantee only if explicitly agreed and designated as such in writing.

6. Advice

6.1. Any advice rendered by us is given to the best of our knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve the Buyer from analysing and testing the goods.

6.2. Technical and chemical specifications are no warranty or guarantee for a particular suitability or application of the goods.

7. Retention of title

7.1. Title to the goods delivered shall not pass to the Buyer before the purchase price has been paid in full.

7.2. Right of access and disclosure: at our request, the Buyer shall provide all necessary information on the inventory of goods owned by us and/or shall identify our title to the goods on their packaging.

7.3. Late payment: in the event of late payment by the Buyer, we shall be entitled - without rescinding the sales agreement and without granting a period of grace - to demand the temporary surrender of the goods owned by us at the Buyer's expense.



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8. Defects

8.1. The Buyer is required to inspect goods promptly after delivery and to give notice in writing of any defect, false delivery or deviation in quantity immediately but not later than eight days after delivery. Delivered goods are deemed accepted if no written complaint is made. Defects that could not be discovered during inspection after delivery must be notified in writing immediately but no later than eight days after discovery.

8.2. In the case of timely and justified complaints, the warranty claims of the Customer are initially limited at our discretion to the delivery of non-defective goods or to remedying the defect.

8.3. If our supplementary performance according to Sec. 8.2 fails, the Buyer may reduce the purchase price or withdraw from the purchase contract at his discretion. In accordance with the law article 1494 c.c. the reimbursement for any further damages is excluded.

8.4. The filing of a complaint or any other claim does not release the Buyer from his obligation of payment.

8.5. We do not warrant or guarantee that the product is free from patents or other intellectual property rights of third parties.

8.6. The Buyer's claims for defective goods become time-barred one year after receipt of our products, notwithstanding any statutory provisions for a longer limitation period.

9. Liability

We shall be generally liable for damages in accordance with Sec. 8.2 and the law: (i) In the event of a simple negligent violation of fundamental contractual obligations, however, our liability shall be limited to the refund of the purchase price (ii) In the event of a simple negligent violation of non- fundamental contractual obligations, we shall not be liable.

(iii) The foregoing limitations on liability do not apply to damage to life, body or health.

10. Force Majeure

To the extent that any incident or circumstance beyond our control (including natural occurrences, war, strikes, lock- outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government) reduces the availability of goods from the plant from which we receive the goods, meaning that we cannot fulfill our obligations under this contract (taking account of other supply obligations on a pro- rata basis), we shall (i) be relieved from our obligations under this contract to the extent we are prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence also applies to the extent that such incident or circumstance renders contractual performance commercially useless for us over a long period or occurs with our suppliers. If the aforementioned occurrences last for a period of more than 3 months, we shall be entitled to rescind the contract without the Buyer having any right to compensation.



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11. Miscellaneous

11.1. The place of jurisdiction is Milano. However, we shall be entitled to sue the Buyer at his place of business.

11.2. The laws of Italy apply. The UN Convention for the International Sales of Goods does not apply.

11.3. Latest version of the Incoterms to apply.

11.4. If a provision of these foregoing General Sales Conditions is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby.

HELM ITALIA S.R.L.
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