

**General Terms and Conditions of Sale**  
**(valid from 01/01/2025)**

**Art.1 Scope of application and conclusion of the contract**

1.1 These General Conditions of Sale (hereinafter also referred to as "GCS") apply to all contracts or agreements (in any form and at any time entered into) of sale (hereinafter "Sales" or "Contracts") for products sold and/or supplied by the company STIR COMPOUNDS SRL (hereinafter also referred to as Supplier), by its agents and/or representatives to the Buyer (hereinafter also referred to as "Customer"). To this end, the GCS are considered an integral part of each contract or agreement between STIR COMPOUNDS SRL and the customer. These GCS constitute the main document governing the relationships between STIR COMPOUNDS SRL and the Customer and are considered accepted, even tacitly, at the time of acceptance of the order confirmation by the Customer, and fully annul, prevail, and replace all other contracts or agreements entered into between the Parties that have conflicting terms and conditions and/or have content differing from what is indicated here. The Italian version of the GCS is legally binding; translations are provided for convenience only. In case of discrepancies between versions, the Italian one prevails.

1.2 The acceptance of these GCS does not bind the Supplier to conclude the Purchases and does not constitute the emergence of a supply contract.

1.3 STIR COMPOUNDS SRL may commit to different and/or additional terms compared to those indicated in these GCS only and exclusively in writing and following express negotiation between the parties.

1.4 Any reference to commercial terms (such as EXW, CIP, etc.) is to be understood as a call to the Incoterms of the International Chamber of Commerce, in the text in force at the date of conclusion of this contract.

1.5 For what is not expressly provided and/or deviated here, the norms of the Civil Code and/or other special laws regarding the sale of Products, in force at the time of sending each individual Order, shall apply.

**Art.2 Product characteristics – Modifications.**

2.1 The characteristics of the Products are solely those indicated in analysis data sheet attached to each shipment. Any information or data regarding the characteristics and/or technical specifications of the products contained in brochures, price lists, catalogs, or similar documents will only be binding to the extent that such data has been expressly referred to in the contract.

2.2 The characteristics of any samples and models are binding only if they have been expressly agreed upon as essential elements for defining the quality of the goods.

**Art.3 Orders and order confirmations.**

Any offers from the Seller are non-binding, do not constitute obligations, and are to be understood as an invitation made to the Buyer to submit an order offer to the Seller. Customer orders and any modifications to the order will only be binding on the Supplier after it has sent written confirmation to the Customer. The Customer must carefully check the correspondence between the sent order and the received order confirmation and communicate any errors in writing to the Supplier within 5 (five) days from the receipt of the order confirmation.

**Art.4 Delivery terms.**

4.1 The date and place of delivery of the goods will be exclusively those specified in the order confirmation. The delivery date is purely indicative and not binding for the Supplier, unless otherwise agreed between the parties. The Supplier will do everything in its power to punctually execute the contract and deliver the products according to the requested quantities; variations of up to 5% in quantity are acceptable for the Buyer, who will be invoiced for the quantity actually delivered. Any delays cannot therefore give rise to any liability of STIR COMPOUNDS SRL for any title and/or reason, nor do they entitle the Customer to damages or the termination of the contract or agreement in place with the Supplier, unless otherwise expressly agreed in writing between the Parties.

4.2 If the Supplier anticipates that it will not be able to deliver the products on the agreed delivery date, it must promptly notify the Customer in writing, indicating, where possible, the expected delivery date. In derogation of what is provided for in point 4.1, if the delay attributable to the Supplier exceeds 30 (thirty) days, the Customer may send written communication to the Supplier granting it at least 10 working days for delivery, after which the contract is considered terminated.

4.3 In the case provided for in the previous art. 4.2, no compensation for damage will be due to the Customer as already accounted for in the price set for each individual supply contract.

4.4 Delays due to force majeure (as defined in art. 12) or acts or omissions of the Customer (e.g., failure to provide necessary indications for the supply of products) are not considered attributable to the Supplier.

4.5 If the customer is responsible for transportation, it must ensure that the means are suitable and comply with legal standards.

**Art.5 Retention of title.**

5.1 The products supplied shall remain the property of the Supplier until full payment of the price has been made, pursuant to art. 1523 and the following articles of the Civil Code. The Customer, until the transfer of ownership of the goods, may not sell or otherwise dispose of them without the Supplier's consent.

5.2 The Customer agrees to maintain the goods in perfect condition; the Supplier may at any time inspect the goods to verify their maintenance and/or conservation status.

5.3 The Customer is also obliged to keep the goods subject to the retention of title separate in its warehouse to allow for their correct identification.

**Art.6 Prices.**

Unless otherwise agreed, prices are understood to apply to products packed according to industry standards in relation to the agreed means of transport, delivered ex works, it being understood that any other expense or charge will be borne by the Customer.

**Art.7 Payment conditions.**

7.1 Where the parties have not specified payment conditions, payment must be made as indicated in the following art. 7.2.

7.2 Where the parties have agreed on deferred payment, this must be made, in the absence of different specifications, within 10 (ten) days from the date of the invoice, by bank transfer. Payment is considered made when the amount is available to the Supplier, the assignee of the credit, or any factoring company designated for collection.

7.3 Where the parties have agreed on advance payment without further indications, it is assumed that the advance payment refers to the entire price. Unless otherwise agreed, the advance payment must be credited to the Supplier's account at least 30 (thirty) days before the agreed delivery date.

7.4 Where the parties have agreed on payment by documentary credit, the Customer must, unless otherwise agreed, ensure that an irrevocable documentary credit, issued in accordance with the Uniform Rules and Customs of the ICC relating to Documentary Credits, is notified to the Supplier at least 30 (thirty) days before the agreed delivery date. Unless otherwise agreed, the documentary credit must be confirmed by an Italian bank acceptable to the Supplier and payable at sight.

7.5 Where the parties have agreed on payment against documents, payment will be made, unless otherwise agreed, Documents Against Payment.

7.6 Unless otherwise agreed, any bank charges or commissions due in relation to the payment will be borne by the Customer. Deductions for compensations or counterclaims are not permitted.

7.7 In case of non-payment, the Customer will be charged default interest at the legal rate calculated based on what is established by Directive EC 2000/35 and Directive 2011/7/EU and by Legislative Decree 231/2002 and Legislative Decree 192/2012, which will automatically accrue from the due date of each payment, without any need for placing the Buyer in default.

**Art.8 Irregularities, delays, or suspension in payments.**

8.1 Any delays in payments by the Customer will entitle the Supplier to immediately suspend delivery of the products to the Customer, even if related to orders or batches other than that for which the irregularity or delayed payment has occurred.

8.2 Any complaint regarding the products and/or their delivery shall in no case justify the suspension or delay in payment (solve et repete).

**Art.9 Assignment of credit.**

The Supplier has the right to assign its credit without prior consent from the Customer. However, if the Customer's terms or conditions conflict with the assignment of credit, such clause is expressly rejected and excluded by the Supplier.

**Art.10 Termination of the contract or suspension of delivery.**

10.1 The Supplier may cancel any confirmed order and/or terminate any sales contract and/or suspend the delivery of goods with immediate effect if one or more of the following circumstances occur:

a) – the Customer is in a state of insolvency or default on payments even for previous and different supplies or in a liquidity crisis, or is declared bankrupt, or is admitted to any insolvency procedure or similar process;

b) – the Customer's goods are fully or partially subject to seizure or judicial restraint, or a liquidator or custodian for the Customer's assets is appointed;

c) – the financial or economic situation of the Customer undergoes a serious objectively recognizable deterioration, or is such as to cause a reduction or zeroing of the credit by the Credit Insurance or the revocation of a renewable letter of credit, and the Customer does not provide adequate supplementary guarantees to the Supplier;

d) – the Customer fails to perform a fundamental obligation under these general conditions or a sales contract regarding products in favor of the Supplier.

**Art.11 Warranty for defects.**

11.1 The Supplier does not guarantee the compliance of the products with specific specifications or technical characteristics or their suitability for particular uses unless to the extent that such characteristics have been expressly agreed in the contract or in documents expressly referenced by the contract itself.

11.2 Eight (8) days after receipt of the goods subject to supply, they are considered accepted, in all respects, without reservation. The Customer must report, under penalty of forfeiture, any defects and/or imperfections within eight (8) days from the receipt of the goods. To this end, the Customer is obliged to carry out all quality checks at the time of delivery of the Products, failing which, it shall lose any warranty rights. The report must be made exclusively by registered letter with acknowledgment of receipt and must contain, under penalty of inadmissibility, a detailed specification of the reported defects and/or imperfections.

11.3 The Customer shall take care to keep a sample of each batch used, with appropriate precautions to ensure the goods' provenance and to prevent any alterations, in order to carry out necessary conformity checks in case of the emergence of defects; failing which, no action for defects may be brought against the Supplier.

11.4 The Customer may not under any circumstances return goods without prior written authorization from the Supplier and only after having carried out the necessary verifications. In case of unauthorized returns, the shipping and/or storage costs of the goods will be charged to the Customer.

11.5 In any case, the Customer waives any right to raise exceptions of any kind based on defects and/or imperfections of the supplied goods, aimed at refusing and/or delaying the payment of their price. In case of disputes concerning the quality of the product and/or delivery times, the Customer may take legal action only after having paid the purchase price.

11.6 The Supplier is not liable if the Customer or the end Customer has not stored and taken care of the products appropriately.

11.7 The Supplier shall not be liable under any circumstances for any indirect damages or loss of profit (lost earnings) or commercial image that the Customer may suffer due to the characteristics or any defects of the products.

11.8 Unless expressly agreed in writing, no warranty is provided by the Supplier regarding the compliance of the products with any nature of standards and regulations, expressly including safety and accident prevention standards.

Art.12 Force majeure.

In case of force majeure - such as, but not limited to: war, mobilization, insurrections, fire, electrical blackouts, lockouts, strikes (including those in the transport sector), illnesses or injuries of the Supplier's personnel - the Supplier may suspend its obligations at any time until the cause of force majeure is resolved. If the cause of force majeure persists for a period exceeding 6 (six) months, the Supplier may, by virtue of applicable law, terminate the sales contract without any obligation to provide compensation.

Art.13 Intellectual property.

The Customer is obliged to comply with regulations and customs governing intellectual property.

Art. 14 Applicable law and competent court.

14.1 These GCS and any contract or relationship between the parties deriving therefrom or otherwise connected will be governed, as far as not provided herein, by Italian law, excluding any other law.

14.2 For any dispute that may arise between the parties regarding the interpretation, validity, effectiveness, application, or execution of these GCS, and any contract or relationship between the parties arising from them or otherwise connected, the Court of Trani shall have exclusive jurisdiction. The Seller is granted the right to act alternatively before the court of the registered office of the Buyer.

Art.15 Nullity.

If any clause contained in these general conditions of sale is deemed invalid, illegal, or unenforceable, the validity and applicability of the remaining clauses shall remain unaffected.

Art.16 Information on the processing of personal data – GDPR.

The personal data of the Customer will be processed in full compliance with the legal obligations and principles, ensuring full protection of the rights and fundamental freedoms recognized by law.

Information on the processing of personal data - customers. <https://www.rgchem.it/privacy/>

Purposes: Customer administration, fulfillment of accounting system obligations, fulfillment of quality management based on our contractual relationship and/or because you use our products and/or services.

Information: customers will be informed through the privacy statement.

As a potential, current, or former Customer, you can exercise the following rights regarding personal data:

Right to withdraw consent at any time

Right to access personal data

Right to rectify incomplete, inadequate, or excessive personal data

Right to delete inaccurate personal data

Right to data portability

Right to object The aforementioned rights can be exercised by contacting the email address [stircompounds@exepec.com](mailto:stircompounds@exepec.com)