

1-Definitions and Subject Matter

- 1.1) In this document:
- “**General Conditions**” means the set of clauses;
 - “**Seller**” means Titanium International Group s.r.l., having its registered office in Sala Bolognese (Bologna), via Europa no. 13/15, tax code 01903960340;
 - “**Buyer**” means the legal entity purchasing the goods for use in its business activity;
 - “**Parties**” means the Seller and the Buyer;
 - “**Goods**” means the products the Seller undertakes to supply to the Buyer;
 - “**Order**” means the separate form submitted by the Buyer to the Seller for the purpose of purchasing Goods;
 - “**Effective Date of the General Conditions**” is the date the Seller publishes the General Conditions on its website (www.titanium.it);
 - “**Acceptance**” means the separate form submitted by the Seller to the Buyer for the acceptance of terms and conditions stated in the Order;
 - “**Contract**” means the contract for the sale and purchase of the Goods, governed by these General Conditions;
 - “**Specifications**” means the features of the Goods as specified in the Order (or in drawings or other technical documentation, provided they are clearly identifiable at the time the Order is submitted);
 - “**Price**” means the amount the Buyer owes the Seller for the sale of the Goods, as further specified in § 3;
 - “**Documentation**” means the set of certifications or other documents the Seller must send the Buyer to enable business use of the Goods;
 - “**Confidential Information**” means any data disclosed in any form by one Party to the other regarding the disclosing Party’s business and organization (including but not limited to: technical drawings, data relating to production process; contractual relationships and conditions with clients and suppliers) that is not already known or otherwise accessible in the sectors in which the Parties operate;
 - “**End User**” means the business entity that, under separate contracts with the Seller, will use the Goods in its own business operations;
 - “**Expert**” is a skilled person in the End User’s industry who, regardless of corporate affiliation or formal qualifications, is independent of the Parties and accredited by the End User to carry out analyses on the Goods.

The above definitions shall remain valid whether used in the singular or plural form.

The Seller may publish the General Conditions on its website in languages other than Italian, but the translation is for Buyer’s reference only. In the event of discrepancies or interpretative doubts, the Italian version shall prevail.

- 1.2) To proceed with the Buyer’s Order, the Seller shall issue an Acceptance stating that the Contract is governed by the General Conditions.
- 1.3) If the Buyer does not notify the Seller of specific requested amendments to the General Conditions within five working days of receiving the Acceptance, the Contract shall be governed by these General Conditions, which shall prevail over any conflicting Buyer’s conditions or terms.
- 1.4) The Seller may deem the Contract not concluded if it does not accept the Buyer’s proposed amendments to the General Conditions.

2 – Order and Acceptance (Contract)

- 2.1) The Buyer shall specify in the Order, for each Good: quantity, Specifications, delivery times, and Price.
- 2.2) Unless otherwise stated in the Order, variations (positive or negative) in the quantity of the Goods up to 10% of the stated unit amount shall be accepted and will not result in a Price adjustment.
- 2.3) Submitting the Order, the Buyer automatically declares that the Goods have been evaluated as suitable for their intended use and that their use will not violate export laws, including those regarding possible military or dual-use applications, also by the End User.
- 2.4) The Contract shall be deemed concluded upon the Buyer’s receipt of the Seller’s Acceptance or when the Seller begins Contract performance under Article 1327 of the Italian Civil Code.

- 2.5) After the Acceptance, the Buyer may not amend any of the elements listed in Article 2.1 without the Seller’s written consent.

3 -Price and Payment Terms

- 3.1) Unless otherwise specified, the Price stated in the Order shall not include packaging, transport, customs duties, direct or indirect taxes, or other applicable charges.
- 3.2) The Buyer acknowledges that the Seller may import materials subject to customs duties to fulfill the Contract. Therefore, if new customs duties are imposed or existing ones increased between the date of the Contract and shipment of the Goods, the Seller shall inform the Buyer that the Price will be adjusted accordingly.
- 3.3) Payment terms and methods shall be specified in each Order and Acceptance. In case of delayed payment, interest under Legislative Decree no. 231 of October 9, 2002, shall accrue automatically on the unpaid amount without formal notice.
- 3.4) Pursuant to Article 1523 of the Italian Civil Code, and notwithstanding the risk provisions of § 4, ownership of the Goods shall transfer to the Buyer only upon full payment.

4 – Delivery

- 4.1) Unless otherwise specified in the Acceptance, the Seller shall fulfill its delivery obligation by making the Goods available for transport at its premises.
- 4.2) The Seller may refuse delivery if the Buyer has not fully settled any outstanding invoices, even from other Contracts.
- 4.3) Even if the Seller organizes transport on behalf of the Buyer, all transport costs and risks shall be borne by the Buyer.
- 4.4) If the Buyer does not collect the Goods within ten working days of the agreed delivery date, the Seller may apply a penalty of 0.5% of the Price per day of delay, up to sixty days. From the 61st day, the Seller may terminate the Contract under Article 1456 of the Civil Code. The Seller may then use or sell the Goods and, if unused within 180 days, claim reimbursement of production costs (according to the formula: purchase price of the material plus 50%) and the applicable penalty.
- 4.5) The Buyer shall have no claim against the Seller for delivery delays not exclusively attributable to the Seller. Even if the delay is solely attributable to the Seller, no claim shall be made unless the delay exceeds twenty-five working days.

5 – Warranties

- 5.1) The Goods shall be accompanied by all mandatory Documentation or documents specified in the Order. The Seller shall not be liable for any missing documents not required by law or not specified in the Order. The Seller shall not be held liable in any way towards the Buyer if it receives timely notice (as set out in Article 5.4 below) and provides the mandatory Documentation or the documents specified in the Order within fifteen working days following receipt of such notice. It is the Buyer’s sole responsibility to retain copies of the Documentation.
- 5.2) The Goods shall conform to the Specifications provided in the Order. The Seller shall not be liable for defects arising from the Buyer’s Specifications or instructions.
- 5.3) The Goods shall be free from defects. The Seller shall not be held liable in any way towards the Buyer if the defect is due to components or processes supplied or required by the Buyer.
- 5.4) To invoke warranty rights as set out in Article 5.1-5.3, the Buyer must report any lack of Documentation, any non-conformity, or any defect within eight days of discovery and no later than thirty days from the date of receipt of the Goods at the destination specified in the Order.
- 5.5) If the defects must be verified by technical analysis, the Parties shall appoint an Expert. The losing Party in the technical analysis shall bear the investigation costs.

The Buyer shall not raise any claims until the Expert has concluded the analysis.

The Expert's findings do not preclude either Party from pursuing legal remedies.

- 5.6)** If the warranty is breached, the Seller's sole obligation is to replace the non-conforming or defective Goods at its own cost, including transport, within 240 working days (extendable to 300 days if materials are not available from suppliers approved by the End User). The provisions set out in § 6 below shall apply.
- 5.7)** The Buyer waives any other form of warranty.

6 – Limitation of Liability

- 6.1)** Except in cases of Seller's fraud or gross negligence, the Seller shall not be liable for indirect (e.g., delays in the Buyer's and/or third parties' production processes; failure to perform contracts entered into by the Buyer; failure to conclude contracts by the Buyer; loss of profits; claims brought against the Buyer by third parties) or non-economic damages (e.g., harm to commercial reputation).
- 6.2)** Except in cases of Seller's fraud or gross negligence, the Seller's liability for direct damages shall be limited to the Price agreed in the relevant Contract.

7 – Intellectual Property

- 7.1)** The Buyer warrants that the Specifications do not infringe third-party industrial or intellectual property rights.
The Buyer undertakes to hold the Seller harmless from any consequence (including but not limited to: legal expenses; orders to pay damages or to disgorge profits) that may arise against the Seller if third parties claim that the manufacture of the Goods according to the Specifications infringes industrial or intellectual property rights, or constitutes an act of unfair competition.

8 – Confidential Information

- 8.1)** The Confidential Information shall remain the exclusive property of the disclosing Party, as shall any document or file disclosing such Confidential Information. Likewise, any Information that constitutes an extract from – or development of – the Confidential Information shall also be exclusive property of the disclosing Party and shall be treated as Confidential.
- 8.2)** Due to the economic value inherent in the Confidential Information, each Party irrevocably undertakes towards the other Party:
- a)** to take all reasonable measures to maintain the confidentiality of the above-mentioned information;
 - b)** to use the Confidential Information solely for the purpose of performing the Contract;
 - c)** not to disclose or transmit any of the Confidential Information and not to issue, without the prior written consent of the disclosing Party, any statement or announcement regarding the content of the Confidential Information;
 - d)** to return, delete, or destroy, upon request of the disclosing Party, any files or paper documents disclosing the Confidential Information;
 - e)** if the receiving Party is required by law, regulation, or legitimate request of competent authorities to transmit or disclose to third parties the Confidential Information, to inform the disclosing Party in advance, in order to agree on the timing and content of any such disclosure, or to allow the disclosing Party to raise objections.

9 – Force Majeure

- 9.1)** In addition to the provisions set forth in the preceding §§, the Seller shall not be liable for non-delivery or late delivery due to circumstances beyond its reasonable control.
- 9.2)** By way of non-exhaustive example, the Parties mutually acknowledge that the following circumstances fall within the scope of Article 9.1 above:
- a)** natural events (earthquakes, floods, fires, epidemics) affecting the facilities or countries of the Seller or the Seller's suppliers;
 - b)** acts of war, insurrection, riot, or piracy occurring in the countries of the Seller, the Seller's suppliers, or in the countries through which raw materials necessary for the manufacture or processing of the Goods transit;
 - c)** increases in the cost of raw materials (including gas and energy) exceeding 30% of the cost in effect on the date of conclusion of the Contract;
 - d)** insolvency or financial crisis of the Seller's suppliers;
 - e)** Seller's IT system failures, even if not due to cyber-attacks, insofar as it prevents the Seller from conducting its ordinary business operations.
- 9.3)** If the circumstance persists for less than 180 working days, delivery deadlines shall be extended accordingly.
- 9.4)** From the 181st day, the Buyer may withdraw from the Contract and reclaim any payments made, without interest.
- 9.5)** In the event that, prior to the Seller fulfilling its delivery obligation pursuant to Article 4.1 above, legislative or governmental acts are issued in the Seller's or the supplier's countries that prevent the trade of materials necessary for the manufacture or processing of the Goods, the performance of the Contract shall be suspended, without any liability of either Party, for a maximum period of 180 days. Should the cause of suspension not cease by the end of such period, the Contract shall be deemed terminated, and the Seller shall immediately be entitled to use the Goods in the course of its production activities (including the right to sell the Goods to third parties) and, if the Goods have not been effectively used within 180 days following the termination, the Seller shall be entitled to reimbursement of the costs incurred for the manufacture of the Goods (according to the formula: purchase price of the material plus 50%).

10 – Communications

- 10.1)** All claim and communications invoking rights under these General Conditions and/or under any Contract must be sent via certified email (PEC) or registered mail with acknowledgment of receipt.

11 – Governing Law and Jurisdiction

- 11.1)** These General Conditions and the Contracts shall be governed by Italian law.
- 11.2)** The Seller may translate and publish on its website the General Conditions in languages other than Italian, but the translation is for Buyer's reference only. The Italian version shall prevail over any translation.
- 11.3)** If any clause is invalid or unenforceable, the remaining clauses shall remain in effect. The Parties shall in good faith negotiate a replacement clause.
- 11.4)** The Parties agree to submit to Italian jurisdiction, and to the exclusive competence of the Court of Bologna, any dispute that may arise between them concerning the validity, effectiveness, performance or non-performance of the General Conditions and/or of the Contracts entered between the Parties and/or of the obligations arising from the General Conditions and the Contracts.
This clause shall apply even if the dispute involves third parties.