

SALE GENERAL CONDITIONS 2021

1.1 Definitions:

- “*Act*” means the Italian and U.E. Regulations concerning the technical standards and safety rules of the products;
- “*Seller*” means Idral S.r.l., having its seat in Via Isei 8/10, 28010 Gargallo (NO), Italy company who made and sell the products belonging to healthcare field as well as the product made on request and following the models indicated by the customers (hereinafter the “*Products*”);
- “*Buyer*” means any company which made the Order;
- “*Conditions*” means these terms and conditions;
- “*Confidential Information*” means any information which either party identifies as confidential but does not include information which is available in the public domain unless that information enters the public domain as a result of a breach of confidence by the other party being regulated in the present Conditions;
- “*Intellectual Property Rights*” means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, trademarks, trade secrets, know-how, confidential information;
- “*Order*” means the document sent by the Buyer indicating the technical specifications of the Product requested to the Seller, the quantity, the price proposed from the Buyer to the Seller for the supply of the Products;
- “*Order Confirmation*” means the document sent by the Seller answering to the Buyer’s Order referring to the present Conditions, the technical specifications of the Products requested by the Buyer, the quantity of Products requested in the Order as well as the Price for the supply of the Products;
- “*Technical Specifications*” mean all the technical specifications relating to the type and quality of Products set out in its Order if accepted by the Seller in its Order Confirmation.
- “*Delivery*” means any shipment made by the Seller, during the year, in execution of the Order Confirmation following EXW Via Isei 8/10, 28010 Gargallo (NO), Italy, as defined by the Incoterms® ICC 2020 unless differently agreed in the order Confirmation;

- “*Quality Certification*” means the analysis made by an Italian high ranked laboratory in order to state that the Products is complying with the Technical Specifications agreed in the Order Confirmation in case of claim made by the Buyer;
- “*Inspection*” means any kind of inspection made by the Buyer in order to verify the compliance of the Products with the Technical Specifications agreed in the Order Confirmation.

2. Supply of Products and Conditions

2.1 The Seller agrees to supply and the Buyer agrees to purchase the Products on the terms and conditions set out in these Conditions.

2.2 These Conditions are regulating any Order made by the Buyer as accepted and integrated by the Order Confirmation made by the Seller in writing.

3. Orders

3.1 The Buyer shall submit an Order to the Seller for a definite quantity of Products indicating the price and the Technical Specifications required. All Orders must be accepted by the Seller with the Order Confirmation in writing.

3.2 A Seller quotation is not an offer to supply the Products referred to in the quotation. Unless the Seller has agreed to set price for specified periods of time, all quotations lapse 3 business days after issue and may be withdrawn or changed by the Seller at any time.

3.3 These Conditions will prevail to the extent of any legal inconsistency with any Order.

4 Price and payment

4.1 The price of Products will be as agreed in writing by the Seller in the Order Confirmation.

4.2 Unless otherwise agreed in writing by the Seller, the Seller is not allowed to change the price of Products agreed in the Order Confirmation unless it gives evidence of the increase of the raw material price for more than 5% (five per cent).

4.3 Subject to these Conditions, the Products supplied by the Seller must be paid following the term indicated in the Order Confirmation.

4.4 Unless otherwise agreed, all payments are to be made by bank transfer in Euros.

4.5 The Seller may can cancel the Order in case the Buyer does not respect the terms of payment for more than 20 (twenty) days.

5. Delivery and risk

5.1 The Products will be delivered by the Seller to the place and on the dates set out in the Order Confirmation.

5.2 The Seller is not obliged to deliver Products unless the payment for the previous delivery of Products has been made.

5.3 The Seller shall not be liable for any losses, damages or expenses sustained by the Buyer, or any other party, due to a delay in delivery or collection of the Products.

6. Title

6.1 The Seller will retain the title of the Products supplied to the Buyer until the purchase price of the Products has been paid in full to the Seller.

6.2 Until the title passes to the Buyer: (a) the Buyer will hold the Products as agent for the Seller only; (b) the Buyer will insure the Products against all usual risks to full replacement value and hold any insurance monies received by the Buyer for Products on trust for the Seller; (c) the Buyer will store the Products separately, clearly identified as the Seller's property and in a manner to enable them to be identified and cross-referenced to particular invoices where reasonably possible; and (d) the Buyer will not pledge or allow any lien, charge or other encumbrance to arise over the Products.

7. Warranties

7.1 The Seller warrants to the Buyer that: (a) the Products are complying with all Acts; (b) the Products comply with the Technical Specifications indicated in the Order Confirmation; and (c) it has all necessary licenses, consents and authorizations required to produce, package and supply the Products under these Conditions.

7.2 The Buyer warrants that: (a) it has received adequate information regarding the Products to ensure their safe use, handling and storage; and (b) it will ensure that the Products are properly used and stored.

7.3 The Buyer must make an Inspection of the Products on delivery and/or at Seller premises, indicating on the bill of lading and/or through a specific written claim to be sent by email to the Seller any defect of the product immediately found at the arrival. In any case the Buyer shall communicate the claim within 10 (ten) days from the defect discovery.

7.4 In its claim, the Buyer must include the Order Confirmation number and date as well as the pictures and descriptions of the defects. The parties concur that in case of a disagreement regarding the claim, both of them may submit the case to a specialized third party, to clarify the potential differences between the Products to the Technical Specifications indicated in the Order Confirmation. The technical evaluation of the Laboratory shall be binding for both parties.

7.5 The Buyer must comply with any request from the Seller in relation to the return of Products that are alleged to be defective.

7.6 If the Products do not comply with clause 7.1(b), the Seller's liability to the Buyer is limited to replace the defective Products provided that it has been stored and packaged by the Seller directly or by the Buyer following the instruction of the Seller.

7.7 Despite any other provision of these Conditions, the maximum liability of the Seller to the Buyer for breach of contract, negligence or otherwise in connection with these Conditions of the Products is limited to the amount paid or payable by the Buyer for the Products to be supplied under these Conditions.

7.8 Neither party will be liable to the other party or any other person for indirect or consequential losses or damages and for any loss of profits, loss of business opportunity, costs and damage to reputation.

7.9 As far as the packaging for the private label sale is concerned, the minimum quantity of packaging and materials must be agreed in writing between the Seller and the Buyer. If not, the Seller shall fix a maximum quantity of packaging materials to be used. The Seller is not liable for the labels on the packaging which shall be made following the Buyer's guidelines.

7.10 In case the Buyer hold on or cancel the Order, the packaging costs shall be at its own charge.

8. Confidential Information and Intellectual Property Rights

8.1 Neither party may, without the prior written consent of the other party: (a) disclose Confidential Information to any other person; or (b) use Confidential Information for any reason other than the furtherance of the business relationship between the Buyer and the Seller, (c) except where required by law or the rules of a stock exchange or disclosure to that party's legal, financial or other advisers.

8.2 Neither the Seller nor the Buyer transfers any right, title or interest in any Intellectual Property Rights of the respective party to the other. Each party is prohibited from using the other party's Intellectual Property Rights (including but not limited to trademarks) unless authorized in writing by the owning party.

9. Force Majeure

9.1 The Seller will not be liable if the Seller is delayed or prevented from delivering Products, or otherwise performing any of its contractual obligations, due to any cause or circumstance beyond its reasonable control including epidemic and/or pandemic events, acts of God, floods, storms, natural disasters, acts of war or terrorism, sabotage, acts of government or regulatory authority, strikes or other industrial disputes, court orders, breakdown of equipment or the failure by the Seller's suppliers to deliver to the Seller. As a result of the event, the affected Party shall have the right to a suspension or an extension of the times within which he must fulfill his contract obligations, it remaining nevertheless understood, that if the unforeseen event extends for more than sixty (60) days, the Seller shall be entitled to cancel any order that is already in progress.

10. General

10.1 These Conditions as well as the Order and the Order Confirmation made by the Parties are governed by the Italian laws.

10.2 Any dispute arising out or related to these Conditions as well as the Order and the Order Confirmation made by the Parties 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 the Rules. Place of arbitration shall be Milan, Italy.

Language Arbitration shall be English. In case the Buyer has its own seat in Italy, the Seller has the choice to made the claim to the Italian Court of Torino for any dispute arising of the present Conditions as well as the Order and the Order Confirmation made by the Parties.

10.3 Except as otherwise agreed in writing by the parties, any Agreement between the parties, these Conditions, together with any Order accepted by the Seller in the Order Confirmation, constitute all of the terms of the contract for the sale of the Products by the Seller to the Buyer.

10.4 Neither party may assign all or any of its rights or obligations under these Conditions without the prior written consent of the other party.