

These General Terms and Conditions of Sale (hereinafter called "**The General Conditions**"), that can also be downloaded from the website <http://www.facalscale.it>, unless otherwise specifically agreed in writing in the order or order confirmation of FACAL S.r.l. - (VAT no. and Fiscal Code: 00386490205), with registered office in Via G. Di Vittorio n. 42, Zona Industriale 46045 Marmirolo (MN) - Italy (hereinafter referred to as "FACAL") governing all sales of products, as defined below, between **FACAL** and each Customer (hereinafter called the "**Customer**").

1. Products

1.1 Ladders, scaffoldings, stools, sawhorses, loading ramps, gangways, stands and graphics, accessories and spare parts produced by FACAL are the subject of the sales regulated by these General Conditions as they are listed in the catalogues and/or pricelists in force when the Customer sends the purchase order (hereinafter also referred to as "**Products**").

1.2 The sending of the catalogues and/or pricelists does not represent a formal offer by FACAL, that is free to change them in every moment and without prior notice.

1.3 Any information about the features of the Products included in the catalogue, pricelist or other brochure will be binding to the extent that such information has been specifically reminded in the Order Form (as defined below) and confirmed in the Order Confirmation (as defined below).

2. Conclusion of the contract

2.1 The Customer shall place the orders in writing. If the Order is not given to the person in charge of receiving it by FACAL, it may be sent to the same person according to the procedure defined in Article 3.

2.2 The orders are considered accepted by FACAL when the Customer sends back the signed Order Confirmation.

2.3 If the Order Confirmation contains some changes respect to the Order, the modifications are considered tacitly agreed after a period of 3 working days from the date of the receipt of the same Order Confirmation if the Customer does not express his or her disagreement in writing according to the procedure defined in article 3.

2.4 If an order is cancelled or the ordered Products have not, also in part, been withdrawn, the Customer shall pay a 10% penalty of the value of the orders, if cancelled after 8 days. The Customer shall pay to FACAL the transport cost for the products, that have not withdrawn or that have cancelled after the dispatch.

2.5 The actual quantities of Products shall be the ones written in each case in the transport documents and in the invoices, accepted and signed by the Customer. Such documents shall refer to the number of the Order Confirmation.

2.6 By signing/accepting the Order Confirmation, the Customer unconditionally accepts and agrees to comply with the General Conditions in its relations with FACAL.

2.7 Without prejudice to the execution of the confirmed orders, FACAL may suspend and/or stop, at any time and without prior notice, the manufacturing of the Products, without the Customer having any right to make any kind of claim or demand.

3. Form of the contract

3.1 The transmission of the orders and the Order Confirmation may occur through any form of communication in writing, by e-mail, certified e-mail or by fax.

3.2 The Orders and the Order Confirmations transmitted in the forms established by the previous item shall be in written form for the conclusion of the contract for all legal purposes.

4. Prices

4.1 Unless otherwise agreed among the Parties in writing, the prices of the Products (hereinafter referred to as the "Prices") are the ones on FACAL pricelist (hereinafter also called "Pricelist") in force at the time the Order form is sent after deductions for any discounts granted by FACAL.

4.2 The Prices do not include transport costs, shipping, packaging of the Products and any other cost not specifically included in the Order Confirmation.

5. Payment methods and payment terms

5.1 The payment methods are included in the Order Confirmation.

5.2 Any additional payments made to agents, sales representatives or assistants of FACAL shall be authorized by FACAL in writing.

5.3 The credit instruments accepted, where appropriate, by FACAL shall mean that they are "subject to collection". However, the cost of stamping of items and the bank costs are at Customer's expense.

5.4 The invoice shall be delivered in person, or sent by mail, e-mail, certified e-mail or other equivalent means according to the existing tax legislation.

5.5 Regardless of what agreed between the Parties as to the methods of payment, any payment shall be made at FACAL's headquarters.

6. Late payments

6.1 In the event of totally or partly delayed payment, the Customer shall pay FACAL an interest of the arrears on the sum due at the rate set out in the article 5 of the Legislative Decree 231/2002.

6.2 In the event the Customer totally or partly delays the payment, FACAL can suspend any ongoing delivery, terminate the contract and withhold, by way of compensation for the damaged suffered, any amount received in advanced, without prejudice of its right to claim for further damages.

6.3 In the event of payment by instalment of the price, if the parties expressly agreed, the failure to pay in due time and also the reduction of any possible guarantees cause the immediate and automatic amount due of any due sum to FACAL by the same Customer, for whatever reason, regarding the current business relations.

7. Delivery, transfer of risk, transport costs, returns

7.1 Unless otherwise specified in the Order Confirmation, FACAL shall deliver the Products approximately within 20 working days after receiving the Order Confirmation. Any delay in relation to such indicative time limit shall not constitute non-compliance with the rules by FACAL.

7.2 Unless otherwise specified in the Order Confirmation, the products will be returned Ex Works (Incoterms 2010) to FACAL's headquarters, Via G. Di Vittorio no. 42, Zona Industriale 46045 Marmirolo (MN) - Italy, and the transport costs will be paid by the Customer.

7.3 In the event the Products are delivered through a carrier, the remittance to the carrier will be considered as delivery of the products to the Customer, at the moment and in the place of such remittance, as resulting from transport documents; once the Products have been delivered to the carrier, every risk shall be exclusively borne by the Customer;

7.4 Upon delivery of the goods to the carrier, the Customer is required to check:

A) That the number of packages is the same as indicated on the transport document;

B) That the packaging is intact, not damaged or otherwise altered including the sealing material.

7.5 Any damage to the packaging and /or the Product, and the lack of correspondence between the number of packages and descriptions, must be immediately notified, writing "subject to verification" and specifying the cause of this verification on the delivery note of the Carrier. Once the carrier's document has been signed, the Customer will not be able to raise any objections about the quantity and the external characteristics of what was delivered.

7.6 Under no circumstances any delay in delivering the Products or in the execution of the contract by FACAL may give rise to claims for damages or the termination in full or in part of a contract, unless expressly provided for by law.

7.7 Except for the possibility of mistake by FACAL about the type or the quantity of the delivered Products, the Customer shall not be entitled to returns of the purchased Products. In some specific cases, however, at its total discretion, FACAL may accept any returns of the purchased Products by the Customer, exclusively upon condition that:

C) the return is expressly authorised in advance by FACAL, following a request in writing by the Customer, notified pursuant to the previous art. 3, which clearly specifies the typology of the Product, the quantities of returns, the number of the transport document, the date and the invoice number;

D) the Products for which authorization to be returned is requested, when the request is sent, shall have been withdrawn /delivered for a maximum of 5 days (in this regard the date on the transport document shall be deemed valid);

E) the Products may be returned by the Customer to FACAL by carriage paid.

8. Guarantees

8.1 FACAL ensures compliance with all the rules concerning the Products and that the Products fulfil the technical specifications included in the Order Confirmation or in FACAL catalogues and/or Pricelist.

8.2 The guarantees that apply to the Products are those indicated in FACAL catalogues and/or Pricelist.

8.3 The guarantee is not working for Products whose faults or defects are caused by:

- damages produced during transport and not declared after goods' reception
- non-compliance with FACAL indications, or with the rules for the use of the Products;
- standard deterioration of Products;
- using spare parts and components different from the original ones.
- any other behaviour or fact non-attributable to FACAL.
- the guarantee shall automatically expire if it is not possible to date back to the date of manufacture.

8.4 Without prejudice to the requirement of examining the packaging of the Products when they are withdrawn or delivered and notifying immediately the carrier of any defects in the packaging and /or shortages, the Customer has to report to FACAL any defects of the Products within 8 days since its discovery, under penalty of expiration, providing all the necessary data to identify the faulty Products and also to identify the data and the place of delivery.

8.5 If the Customer receives complaints by his or her own customer on account of defects of the Products, the same Customer shall file a complaint to FACAL, in any case in the following 8 days, under penalty of expiration, without making statements, admissions, offers or payments and sending immediately to FACAL a strictly confidential report including all the necessary data to identify the Products, the delivery date and place. FACAL will be in charge of identifying the claim or the qualitative problem, without prejudice to the Customer's responsibility if the defect is caused by his or her own fault.

8.6 If FACAL acknowledges the existence and its liability for the faults reported, the Customer shall be entitled, at FACAL's option, to the free replacement of the Products or the recredit of the sales prices, with the exclusion of any other damage.

8.7 In the event that the Customer is sued by third parties for a problem concerning the quality of the Products, the Customer shall immediately notify FACAL, sending a detailed report about the controversy and taking measures to allow FACAL to lead the litigation. If, considering the nature of the event, there appear to be liabilities for which the Customer is possibly responsible, there will be a joint defence before the court or a joint managing the claim; the reasonable costs for FACAL's defence will be charged to the Customer and the Customer cannot give way the dispute without written authorization by FACAL.

8.8 Subject in all cases to peremptory guarantees according to law.

9. Applicable law – Competent court

9.1 The contract of sale governed by the present General conditions is regulated by Italian law.

9.2 Each controversy that may arise between the Parties about the General Conditions and the sales regulated by them, shall fall under the exclusive jurisdiction of the Court of Mantova (Italy), without prejudice to the possibility of FACAL to apply, in its sole discretion, to the court in the place where the Customer residence is located.

In accordance with articles 1341 and 1342 of the Italian Civil Code, the Customer states to expressly approve the provisions included in the following paragraphs: 2.3 (the tacit acceptance of the changes); 2.4 (break-up fee for cancelled / not withdrawn orders); 2.6 (acceptance of the General Terms and Conditions of Sale); 2.7 (suspension and termination of the production); 5.5 (payment at the headquarters FACAL); 6 (Late Payments); 7 (Delivery, transfer of risks, transport costs, returns); 8 (Guarantees); 9 (Applicable law – Competent Court).

Statement pursuant to the article 13 of the Legislative Decree no.196/2003 “Italian personal data protection code”

- Personal data provided in business relationship shall be treated according to the principles of correctness, lawfulness and transparency and protection of your confidentiality and your rights.

- The data shall be processed for purposes connected with and instrumental to the establishment and execution of the contractual relationship, for administrative-accounting purposes of the Customer, management of the contract, orders, invoices, fulfilment of the obligations laid down by law.

- The provision of the data is mandatory for all that is required by legal or contractual obligations, and, in particular, it is compulsory to comply with laws connected with civil, fiscal, accountant, tax provisions, administrative management, customer satisfaction, assessment of suppliers' compliance, commercial and industrial objectives, and therefore any denial to provide us with the products, in whole or in part, or in the following contract, may determine the impossibility of the writer to continue with the same contractual agreements.

- Your data may be communicated, exclusively for the abovementioned purposes, to specific subjects among which legal or fiscal consultants, banks and transport companies, with the aim of fulfilling the obligations described above. The data may be discovered occasionally also by other affiliated companies, parent companies or subsidiaries, within the limits specified above or for reasons of internal organization. Other individuals may learn the data as persons in charge of or entrusted with the processing. Under no circumstances the processed personal data will be disseminated.

- Also the sensitive personal data that can reveal racial, ethnic origins, religious, philosophical beliefs or political opinions, membership to political parties, trade unions or religious, philosophical, political associations or organization, and also the health status and the sex life may be processed with the written consent (where applicable) and with prior authorization of the Data Protection Supervisor (article 26 of the Legislative Decree no. 196/2003), according to the methods and purposes as set out above.

- According to the article 7 of the Legislative Decree 196/2003, your firm/company can exercise the right to obtain the confirmation of the existence or absence of personal data, the communication of the same data in intelligible form and the logic and the purposes upon which the processing is based. The interested party can also obtain the cancellation, the transformation into anonymous form or the blocking of the data if processed in violation of laws and also the updating, the rectification or, if you are interest, supplementing of data; the confirmation that the required operations have been brought to the attention of those whom the data have been communicated or disseminated. The interested party can oppose, for legitimate reasons, the same data processing.

- In compliance with the current provisions, FACAL can process your personal data for the purposes indicated, also without your prior expressed consent (article 24 of the Legislative Decree 196/2003).

- The owner of personal data processing is FACAL S.r.l. (VAT no. and tax number: 00386490205), with registered office at Via G. Di Vittorio n. 42, Zona Industriale 46045 Marmirolo (MN) - Italy (the “Owner of the data”).

All information regarding the processing and communication of your personal data shall be requested in writing to the owner of the data by e-mail to the following e-mail address: facal@legalmail.it