

	GENERAL TERMS AND CONDITIONS OF SALE P.G.F. di Pelissero S.r.l.	SP FRI 01	
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1.0) FOREWORD

1.1 These general terms and conditions of sale are considered tacitly approved by the first order that the Client will send to P.G.F. from the date of this communication.

1.2 The terms "Products" or "Services" refer to the goods or activities that are the subject of the Client's individual Order (hereinafter referred to as the "Contract" or "Order") and that are consequent to the estimate issued by P.G.F. The term "Parties" refers to P.G.F. and the Customer. These General Terms and Conditions apply to all contracts entered by the Parties after the first Order confirmed by P.G.F., unless the Parties expressly exclude their application.

1.3 In the event that conditions other than those set out below are stipulated, the agreed terms shall prevail over the General Conditions of Sale.

1.4 The Client's orders can be received via any means of communication (it is the Client's responsibility to verify that the communication has been correctly received by P.G.F.). P.G.F., in addition to communicating any impossibility to process the Customer's Order, undertakes to send a communication, by fax or email, of "taking charge" of the Customer's Order within one week from the date of receipt of the Order.

2.0) TERMS AND CONDITIONS OF SUPPLY

2.1 The Products ordered by the Client are manufactured in accordance with the technical characteristics represented in the technical drawings provided by the Client (or agreed with the same) and with the material requested by the same.

2.2 Until the formal acceptance of the Order by P.G.F., the last revision of the technical drawing produced, quoted in the estimate by P.G.F., is considered valid. In the event of changes to the technical drawing not reported by the Client, P.G.F. has the right not to accept the Order or modify the sale price.

2.3 In the event of cancellation of the Order by the Client, P.G.F. is authorized to charge the costs incurred for the execution of the Contract until the cancellation of the same.

2.4 P.G.F. will not introduce variations or additions to the services with respect to the contractual provisions, without the written authorization of the Client. However, if the Client does not give his/her consent to variations or additions deemed indispensable by the Supplier for the execution of the service in a workmanlike manner, the Supplier will be exempt from all liability and will not provide any guarantee for the service provided.

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2.5 P.G.F. is not responsible for any damage deriving directly or indirectly from the incorrect use of the Products supplied. Furthermore, P.G.F. cannot be assigned any responsibility for the incorrect and efficient functionality if, after delivery of the Products, they are subjected to further processing.

2.6 The quality standards for the supply of the Products are guaranteed until they are mounted on the Customer's final product. Should problems of various kinds be encountered by the end user of the product, P.G.F. is available to participate in the search for possible solutions, without this entailing, on the part of P.G.F., the assumption of any economic burden or any responsibility for the defects ascertained or the problems encountered.

3.0) RAW MATERIAL GUARANTEE

3.1 Any objection by the Client that can be assigned to the chemical or mechanical properties of the raw material used cannot be attributable to P.G.F., as it does not have the same competence to evaluate them. P.G.F. uses the raw material requested by the Customer, shown on the drawing provided for production. P.G.F. will provide the customer who requests it, the certificate of control of the chemical and mechanical composition.

3.2 The UNI EN 10204 standard provides for the following types of certificates:

-Certificate 2.1: declaration of conformity of the material by the manufacturer without data concerning

laboratory tests such as chemical analysis of the casting and mechanical tests;

- Certificate 2.2: the material is defined as compliant based on tests carried out on the product of the

the same type carried out on the same internal procedures (non-specific inspection);

- Certificate 3.1 (ex 3.1B): document with which the manufacturer certifies the conformity of the material

based on tests carried out on samples of the same casting and the same batch (specific inspection).

the document is issued by an internal quality control officer of the company;

- Certificate 3.2: document with which the manufacturer certifies the conformity of the material based on

of tests carried out and certified by a third part, chosen by both parties.

Any costs arising from expenses incurred by the P.G.F. in obtaining 3.2 certificates will be charged to the Customer.

3.3 In the event that the Client declares the need for further analysis on the raw material, must report it both at the time of the request for offer and in the issue of the order, and P.G.F. will charge the cost to the applicant.

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3.4 If, from the analysis of the raw material supplied, discrepancies are found from the relevant reference standards regarding chemical or mechanical properties, etc., P.G.F. will not be held responsible and the supplier of raw material will be held responsible for any consequence.

3.5 P.G.F. will in any case provide all the necessary support to guarantee the customer all the information necessary to enable feedback on the liability of the service provider, if any, raw material.

4.0) PRODUCT WARRANTIES

4.1 The warranty of the goods sold, and the services provided is 1 year from delivery, except for deterioration or malfunction due to wear and tear. The report of apparent defects must be made no later than eight days from delivery, or within eight days from discovery in the case of hidden defects.

4.2 P.G.F. shall not be liable to the Client if the fulfilment of the contract for the supply of the Products or Services is delayed, rendered impossible or excessively burdensome due to unforeseeable events not attributable to it. Such events include, but are not limited to, the following: acts of nature (such as fire, flood, earthquake), acts of any public authority, explosions, accidents, wars, insurrections, sabotage, terrorist acts, epidemics, national strikes, interruptions of supplies (e.g., of electricity, telephone lines or other means of communication, as well as other items essential to the provision of the Services), computer viruses.

4.3 No warranty of any kind will apply, and P.G.F. will not be required to provide any service, if the Client is not up to date with payments, if he or third parties not subject to the control of the Supplier have made changes or interventions on the goods purchased or sold or on the services provided or have used them for purposes other than their normal destination, as well as in all cases of damage resulting from the fault or negligence of the Client or third parties not subject to the control of P.G.F.

4.4 The Client is also expressly excluded from any right to suspend or delay payments in the event of complaints, as well as to autonomously make price reductions and/or offsets between the amounts due by the Client as a price and sums that the latter deems due to him for any reason.

4.5 P.G.F. guarantees a deviation of no more than 1% with respect to the characteristics resulting from the technical drawings. If the percentage of rejection is greater than 1%, the Customer is authorized not to accept the goods and can request the collection of the non-conforming Products and the reintegration of the same according to the agreements made with the sales department. It is understood that for scraps of less than 1% the Customer is not authorized to request any return of the products supplied, nor is he authorized to charge P.G.F. any amount for any quality checks carried out on the supply.

4.6 In the event of non-conformity, the responsibilities of the P.G.F. are limited to the replacement of the defective material in the shortest possible time or to the repair of the same, without in any case any compensation being claimed for work costs or for direct or indirect damages.

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4.7 P.G.F. cannot be held liable for damages resulting from incorrect use or storage of the goods by the Client, or deriving because of modifications, repairs or maintenance of the goods purchased or services carried out that have not been carried out or not authorised in writing by P.G.F.

5.0) STAFF SKILLS

5.1 The personnel that P.G.F. employs to produce the Products is specialized and adequately trained.

5.2 Any competence for which the Client requires evidence of specific "licences / certificates" or other certificate relating to personnel must be explicitly requested at the time of the Order.

5.3 P.G.F. may use external personnel to meet the needs of production by contacting qualified suppliers; in this case P.G.F. will not be obliged to give prior notice (except in the cases provided for by law) to the Client. Any exclusion of this possibility must be made explicitly by the Customer.

6.0) DELIVERY AND TRANSPORT TERMS

6.1 If the Client does not specify the terms of delivery, P.G.F. reserves the right to define and agree on them with the Client.

6.2 Should the volumes exceed the threshold of +/-15% of the quantity ordered, unless otherwise established, P.G.F. shall communicate the quantities produced to the Client for delivery approval.

6.3 The terms of delivery, as well as more generally the terms of execution of the services, are intended to start from the date on which the Client receives the acceptance of his order and must in any case be understood as indicative and not exhaustive, unless expressly agreed in writing between the parties. Consequently, any delays will not give rise to any claim for compensation, penalties, cancellation of the order or termination of the contract by the Customer. The delivery terms are in any case exceeded by the occurrence of any causes not attributable to P.G.F.

6.4 Unless otherwise agreed, the products sold or the Services performed must be collected by the Client and under no circumstances may they be left in storage. In the event of late collection, the storage costs will be borne by the Customer.

6.5 P.G.F. reserves the right to make partial deliveries. In such cases, the Supplier reserves the right to invoice the various batches delivered before the final date of the entire delivery.
The delivery and execution times of the Services are indicative.

6.6 Before shipment, P.G.F. carries out Conformity checks to guarantee the shipment of compliant products. The conditions and terms of carriage, with reference to the current INCOTERMS ©2020 will be established by the Parties before receipt of the Order and must be expressly indicated on the Order. If the transport is carried out in the name and care of the Customer, P.G.F. declines any responsibility for any damage or dispersion of the goods and for failure to comply with the agreed delivery terms.

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7.0) PRICES

7.1 The prices agreed by the Parties may not be subject to change, except for structural changes in the requested part that are necessary and agreed upon or due to the increase in the costs of raw materials.

If a price is found to be different from the one indicated by P.G.F. at the time of the offer, P.G.F. is authorized to request a price change. If the Customer does not accept the price change, P.G.F. may exercise the right to suspend the order, charging all the costs incurred for the realization of the supply until the suspension of the Order.

7.2 The terms of payment are agreed by the Parties prior to receipt of the Order.

7.3 In the event of non-payment, in whole or in part, of the consideration by one of the established deadlines, P.G.F. reserves the right to charge the Client, without the need for formal notice, the interest pursuant to Legislative Decree no. 231 of 8 June 2001 until the date of actual payment and the costs for the recovery of the credit, as well as suspend, upon written notice to the Client, the execution and obligations pursuant to and for the purposes of art. 1460 of the Italian Civil Code.

It should also be noted that the order confirmation and its processing are to be considered valid subject to compliance with the pre-established payment conditions (point 7.2) and regular accounting position.

8.0) PROTECTION OF INDUSTRIAL PROPERTY, SECRECY AND EXCLUSIVITY

8.1 P.G.F. undertakes to treat confidentially any technical information, not in the public domain, provided by the Client, of which it is made aware during the contractual relationship. The Customer reserves the right to assert intellectual property rights and the exploitation of the rights of use (license) relating to its materials and information.

9.0) RETENTION OF TITLE

9.1 P.G.F. reserves the ownership of the products sold to the Client until full payment and settlement of all invoices issued by P.G.F. to the Client, pursuant to art. 1523 et seq. Of the Civil Code.

9.2 The Client undertakes to fulfil any obligation in force in its country to make the retention of title valid towards third parties.

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10.0) APPLICABLE LAW – JURISDICTION.

Contract is governed by Italian law. Any dispute arising from the Contract or connected to it shall be subject to the exclusive jurisdiction of the Court of Turin, Italy

Pursuant to art. 1341 and 1342 of the Italian Civil Code, the buyer declares to expressly accept the following clauses:

- 3.0) RAW MATERIAL GUARANTEE;
- 4.0) PRODUCT WARRANTIES;
- 6.0) TERMS OF DELIVERY AND TRANSPORT;
- 10.0) APPLICABLE LAW – JURISDICTION.

The CEO

Franco Pelissero