



GENERAL TERMS AND CONDITIONS OF SALE

Bival S.p.A.

These General Terms and Conditions of Sale ("GTC") govern all supply contracts concluded between Bival S.p.A. (hereinafter "Bival" or "Seller") and the purchasing customer (hereinafter "Customer" or "Buyer").

The sending of an order by the Customer implies full acceptance of these GTC.

Any deviating conditions of the Customer are not binding for Bival unless explicitly accepted in writing.

1. OFFER

Every offer from Bival is bound to the quantities, the technical drawing (including the weight of the item), and the official quotation of the brass alloy in effect at the time of the offer.

The price indicated in the offer will vary based on the purchase price of the bar in force on the date the order is received from the Customer.

For new production items, Bival requires physical samples for dimensional and functional checks as a prior condition for order acceptance.

2. ORDER

The transmission of the order by the Customer commits them to collecting the items by the date indicated in the order confirmation.

Any extensions to the collection must be previously agreed upon in writing with Bival.

Bival reserves the right not to accept orders lacking the technical data referred to in Art. 4.

3. ORDER CONFIRMATION

The sales contract is considered finalized at the time Bival sends the order confirmation.

The order confirmation must necessarily include: Item code and description. Quantity. Unit and total price. Estimated delivery date. Payment terms and methods. Type of delivery (Incoterms).

The Customer is required to verify the correctness of the order confirmation and communicate any errors within 48 hours of receiving it.

4. TECHNICAL DATA

The Customer undertakes to indicate, during the request for offer and order phase:

Item code. Updated technical drawing, indicating the weight of the item. Updated revision of the drawing. Bival is not responsible for discrepancies resulting from incorrect, incomplete, or outdated technical drawings provided by the Customer.



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5. QUANTITY TOLERANCE

A tolerance of $\pm 10\%$ on the ordered quantity is allowed.

In the case of processing special alloys, this tolerance may be increased up to $\pm 20-25\%$, following notification to the Customer.

Invoicing will be based on the quantity actually delivered, within the limits of the aforementioned tolerances.

6. PRODUCT DELIVERY

Products are sold "EX WORKS" (Incoterms® 2020) unless otherwise agreed in writing.

Under the EX WORKS regime, the risk of loss or damage to the product is transferred to the Customer when the goods are made available at the Bival plant.

The Customer is responsible for the organization and costs of transport, unless otherwise agreed in writing.

7. DELIVERY TERMS

The delivery date indicated in the order confirmation corresponds to the date of loading to the carrier at the Bival plant.

Deliveries confirmed in the first week of the month may be subject to variations due to logistical issues; Bival undertakes to provide timely notice to the Customer.

Bival is not responsible for delays attributable to force majeure (e.g., strikes, supply interruptions, natural events, authority measures), which will be promptly communicated to the Customer.

In case of a delay attributable to Bival, the Customer must grant an additional term of 30 days before exercising any right or action.

8. PAYMENT TERMS

Payment terms are agreed upon during the commercial negotiation phase and reported in the order confirmation.

In case of late payment, Bival reserves the right to apply late payment interest pursuant to Legislative Decree 231/2002 and subsequent amendments, as well as to suspend ongoing supplies.

Ownership of the goods remains with Bival until full payment of the price (retention of title pursuant to Art. 1523 of the Italian Civil Code).



9. CONTROLS AND WARRANTY

Bival performs dimensional and functional checks on the product according to the specifications of the technical drawing provided by the Customer.

Controls are performed in accordance with Bival's ISO 9001 Quality System procedures.

For product inspection, the sampling systems provided by the UNI ISO 2859 series standards generally apply.

Final testing of the product is at the exclusive expense of the Customer.

Any discrepancies must be reported within 15 calendar days of receiving the product. After this period, the supply is considered accepted and compliant.

Bival's warranty is limited to the replacement or repair of items recognized as defective, excluding any further compensation.

10. MANAGEMENT OF NON-CONFORMITIES AND RETURNS

In the event of a found product discrepancy, the Customer must activate the following procedure:

Timely written notification to Bival (via e-mail or PEC) describing the non-conformity.

Sending representative samples of the found defect.

Joint definition of the resolution methods (return, repair, replacement, allowance).

Bival does not accept charges from the Customer without prior written authorization and an agreed quantification of costs.

Returns not authorized by Bival will not be accepted and will be returned to the sender at the Customer's expense.

11. LIMITATION OF LIABILITY

Bival's liability is in any case limited to the value of the supply under dispute.

Bival is not liable for indirect damages, loss of profit, consequential damages, or loss of production resulting from product defects.

12. CONFIDENTIALITY AND DATA PROCESSING

The parties undertake to keep confidential the commercial, technical, and financial information received within the scope of the contractual relationship.



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The Customer's personal data are processed by Bival S.p.A. as the Data Controller, pursuant to EU Regulation 2016/679 (GDPR) and applicable Italian legislation.

The privacy policy is available at www.bival.it.

13. APPLICABLE LAW AND JURISDICTION

These GTC and the contracts concluded based on them are governed by Italian law.

For any dispute arising from or connected to these GTC, the parties exclusively elect the Court of Brescia.

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.