

# General Terms and Conditions

Of Wuerth Elektronik Stelvio Kontek S.p.A.



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As of: November 2024

## 1. General

1.1 Any order or order confirmation made to Stelvio S.p.a. (Seller) from the Buyer shall constitute Buyer's agreement to those terms and conditions and Buyer's renounce to its own purchase terms.

1.2 The execution of Buyer's order shall not constitute acceptance of different terms or conditions set forth in Buyer's purchase order.

1.3 Buyer's acceptance of the supply shall constitute acceptance of Seller's general conditions of sale and Buyer's renounce to its own general conditions of purchase.

1.4 In case of difference between the order and Seller's order confirmation, the latter shall prevail.

1.5 No modification or derogation shall apply unless expressly agreed to in writing with reference made to these contractual provisions.

1.6 Total or partial execution of the orders, even if accepted, is subject to availability at Seller's of the products ordered.

1.7 As far as description of the products, prices quoted, technical details and instructions for use are concerned, reference is made to the Seller's catalogue and price-list in force for the present year, that Buyer acknowledges to know.

1.8 Buyer acknowledges to have the capability and the techniques to mount and to assemble Seller's products and to use them correctly, without requiring more details and/or instructions from Seller.

## 2. Execution and Object of the Contract

1.1 The contract shall be deemed stipulated at Seller's premises.

2.2 Seller shall not be held responsible if the execution of the order has become impossible or excessively onerous compared with the contractual provisions originally agreed upon, owing to a fortuitous event or an event of force majeure. By force majeure it means any events beyond Seller's control, including but not limited to the following events occurred in Buyer's or Seller's Country : wars or other hostilities, invasions, requisitions, embargo, radiation or radioactive contamination, explosions, rebellions, revolutions, insurrections, coups d'état, civil wars, disorders or strikes.

2.3 Seller reserves the right to cancel and withdraw from the order, if in Seller's opinion there are no sufficient Buyer's guarantees of solvency or if the events of force majeure last over 30 days.

2.4 The price of the products shall be fixed by the Seller and shall be quoted in the order confirmation. This price can be increased owing to an increase of raw material and labour costs. The increase in price with relevant calculation of said cost shall be immediately notified to the Buyer, who acknowledges to accept it from now on.

## 3. Prices, payment, set-off

3.1 Delivery of the products to the Buyer shall be deemed executed by delivering the goods to forwarder. The delivery date agreed shall benefit from thirty (30) workdays tolerance for delivery

to be carried out in Italy and sixty (60) workdays for delivery abroad.

3.2 In case of delayed delivery, any price claim or refund, even partial, by Buyer shall be excluded.

3.3 Goods in transit travel at the risk of the Buyer, even if delivery term is carriage paid and transport was arranged by Seller.

3.4 Costs of loading, unloading, packing, carriage and clearance are at Buyer's charges.

3.5 Buyer is liable for damages to Seller, or to third parties, to own personnel or authorized officers, resulting from load, unload, packing, transport.

3.6 In case delivery is not made within the time specified in the order confirmation, Buyer shall have the right to terminate the contract only after giving notice thereof to Seller and after granting the Seller a period of thirty (30) days from the receipt of such notice.

3.7 Buyer shall assume the risks relating to deterioration of goods upon receipt of the goods from the forwarder.

## 4. Guarantee for defects

4.1 Buyer undertakes to check the conditions and quality of the products, as soon as the forwarder delivers them.

4.2 In any case, Seller's guarantee for defects shall be limited to the replacement of the defective parts. The guarantee shall have a limited duration of six months beginning from the date of delivery. The guarantee above shall absorb and substitute the legal guarantee for defects and lack of compliance and exclude any other Seller's responsibility, however originated by the supplied products; in particular, Buyer shall have no right to put forth any other claim for damages, reduction of the price or resolution of the contract.

4.3 All claims regarding defects shall be put forward by Buyer in writing within three (3) days after receipt of goods and from their discovery by means of a registered letter addressed to the Seller and shall have to indicate in details all noticed defects or lack of compliance. Furthermore, one piece of the defective part shall be attached and the quantity of defective pieces shall be quoted.

4.4 Buyer undertakes to allow Seller's authorized officers to visit its production plant during working hours in order to check the parts presumed to be defective.

4.5 Should Buyer, express or implied, not allow Seller to carry out the above mentioned controls or in case of complaint, failure to observe provisions of paragraph 4.3, Buyer shall lose the right of guarantee.

4.6 No claim shall be effective, if the product has been tampered with by Buyer.

## 5. Return of goods

5.1 Unless what agreed upon in the above mentioned art. 4, goods can be returned only if previously agreed in writing by Seller.

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5.2 In that case, costs of loading, unloading, disassembly, assembly, packing, transport and clearance are completely at Buyer's charges according to the terms and conditions previously agreed with Seller.

5.3 Costs of stock resulting from non authorised returns of goods are completely at Buyer's charges. Moreover Seller shall have the right to claim damages.

## 6. Breach of contract

6.1 Buyer's failure to perform the contract or Buyer's non-payment of the price agreed in whole or in part, shall entitle Seller, alternatively, to intimate Buyer to perform their obligations as provided in paragraph 6.2 hereof, or to terminate the contract, even if into execution according to art. 1454 Civil Code, upon 15 days notice sent to the Buyer. The termination of the contract shall involve the loss of the possible expiry benefit granted to Buyer for previous or future deliveries and even in case of issue of drafts, promissory notes, cash orders or other. As a consequence, the Seller shall have the right to exact immediate payment of all amounts due to him by the Buyer, as well as the right to claim damages. Any partial payments made by Buyer or further extensions granted by Seller to him shall not constitute termination of the expiry benefit withdrawal, hereabove.

6.2 Buyer's failure to perform any of its obligations under the contract and Buyer's failure to pay punctually, even one instalment or only one fraction of the price, shall entitle Seller, alternatively to the termination of the contract as provided in paragraph 6.1 hereof, to intimate payment to Buyer, with no need to express the will to terminate the contract at expiration according to art. 1454 C.C. Upon the expiry of the terms above, the parties agree that the Buyer shall lose automatically the expiry benefit even for the payments relating to previous or subsequent supplies, and also in case of issue of drafts, promissory notes, cash orders or other. As a consequence thereof, the Seller shall have the right to exact immediate payment of all amounts due to him by Buyer, as well as the right to claim damages. Any partial payments made by Buyer or any extensions granted by Seller to him shall not constitute termination of the expiry benefit withdrawal, hereabove.

6.3 Payments shall be always made to the Seller. Payments by drafts, bills of exchange or bank transfers will not prejudice Seller's right to exact payment to be made only to the Seller's premises.

6.4 Issue of drafts or bills of exchange by Buyer shall not constitute novation of this contract or of one of the clauses herein. They shall be only considered as an instrument to simplify relations.

6.5 Exception made for the rights reserved to Seller as provided in par. 6.1 and 6.2, fifteen (15) days upon expiry of the payment terms, Seller shall be expressly entitled to issue sight draft, that Buyer states to accept and to authorise from now on, increased by collection and draft charges.

6.6 Any delay and/or extension, renewal or accommodation in the payment granted by Seller for any reason, shall entitle Seller, beginning from the maturity of the payment, to obtain interests for delayed payment corresponding to the Euribor discount rate increased by 3 points.

6.7 In case of non payment of an instalment or of a fraction corresponding to more than 15% of the price agreed for each supply, if Seller wants to avail himself of the termination of the contract, Buyer is bound to return the products to Seller upon Seller's request.

## 7. Governing Law

7.1 This contract and relevant modification or derogation shall be governed by the Italian law, for what not expressly settled in these general conditions, independently of the nationality of the parties, of place of consignment or of dispatch of the goods.

7.2 Rules and Conventions, that are - in whole or in part - different from these general conditions and from the Italian Law, are not applicable to this contract. Particularly, there is no application for the Rome Convention dated June 18, 1980, the Vienna Convention on Contracts for the International Sale of Goods, the Brussels Convention dated September 27, 1968 and following amendments, for the other international bilateral or multilateral Conventions, whose States did not agree to the above-mentioned Conventions.

## 8. Competent Jurisdiction

Any dispute relating to or however in connection with this contract, including all actions taken for any amounts due by Buyer as price of the goods supplied or as compensation for damages, governed by the present general conditions, shall be settled by the Seller's Court in Lecco as the exclusive competent jurisdiction, any derogation excepted, even in case of payment by draft.

## 9. Export Control

9.1 The parties undertake to comply with all relevant export control and sanctions regulations. The customer undertakes not to export any goods to any country, if in these cases, applicable law, in particular the law of the European Union, is violated. The customer also undertakes not to resell to third parties, in violation of applicable law, in particular the law of the European Union. The customer confirms that it is not owned or controlled (directly or indirectly) by a natural person or legal entity that is subject to applicable sanctions.

9.2 The Buyer assures not to sell, export or re-export delivered goods, insofar as they are subject to the provisions of Article 12g Regulation (EU) 833/2014, either directly or indirectly, to the Russian Federation or for use in the Russian Federation. The customer also assures not to sell, export or re-export delivered goods, insofar as they are subject to the provisions of Article 8g Regulation (EU) 765/2006, either directly or indirectly, to Belarus or for use in Belarus.

9.3 The Buyer shall use its best efforts to ensure that the provision in clause 12.2 is not frustrated by third parties in the further commercial chain, in particular not by possible resellers.

9.4 The Buyer shall set up and maintain an adequate monitoring mechanism to prevent circumvention of the provision in clause 12.2 by third parties in the further commercial chain or by potential resellers.

9.5 Any violation of the above clauses 12.2, 12.3 and 12.4 shall constitute a material breach of contract and entitles Seller to terminate the contract.

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minate the supply relationship with immediate effect and to cancel orders already confirmed without delay. In addition, the customer shall indemnify Seller against all costs, third-party claims, and other disadvantages (e.g., fines) resulting from the breach of an obligation under the above clauses 12.2, 12.3 or 12.4 This shall not apply if the Buyer is not responsible for this breach of duty. Furthermore, Seller shall be entitled to demand a contractual penalty in the amount of 5% of the sales price of the goods sold in violation of the provisions of this regulation. Any further claims for damages shall remain unaffected by this.

9.6 The Buyer shall be obliged to notify Buyer of all violations of the provisions of clauses 12.2, 12.3 or 12.4 including any relevant activities by third parties that could frustrate the purpose of clause 12.2 Upon request, the Buyer shall provide Seller with all information concerning compliance with the obligations under clauses 12.2, 12.3 and 12.4 within two weeks of the simple request of such information. Seller shall notify the competent authority of all violations of the provisions of the above clauses 12.2, 12.3 and 12.4.