



GENERAL TERMS AND CONDITIONS OF SALE

1. Scope of Application

1.1 These General Terms and Conditions of Sale, valid for all legal purposes, between the parties KU DISTRIBUTION S.R.L., with registered office in Bagnolo San Vito (MN) – Via dell'Euro no. 5, Tax Code and VAT no.: 03206790234 (hereinafter referred to for brevity as KU) and the Buyer, form an integral part of all contractual relationships between the parties. In the context of these terms, the terms "Product" and/or "Products" refer to the goods that are the subject of each individual sales contract between KU and the Buyer.

1.2 These General Terms and Conditions of Sale, made public and accessible through their publication on the website Unika.it, apply to all sales contracts between KU and the Buyer without the need for explicit reference to them or a specific agreement in this regard at the conclusion of each individual transaction. In any case, these General Terms and Conditions of Sale will apply immediately if communicated in writing to the Buyer and not contested or requested for amendment by the latter prior to the submission of the first order following such communication.

1.3 The submission of any order by the Buyer constitutes full and unconditional acceptance of these General Terms and Conditions of Sale, which may only be amended in writing by the parties. Even in such cases, these General Terms and Conditions of Sale will continue to apply to any parts not amended.

1.4 Any general terms and conditions of the Buyer will not apply, even partially, unless expressly accepted in writing by KU. Such acceptance will also apply to any attachments to orders from the Buyer containing provisions (a) regarding warranties, ancillary services, uses of the Products and/ or (b) KU's liability terms differing from those contained herein and/or (c) representing any variation to KU's rights as contemplated herein concerning such provisions.

2. Conclusion of the Contract

2.1 The Buyer's order constitutes an irrevocable purchase proposal that will only be deemed accepted by KU upon written confirmation.

2.2 Orders will only be accepted in written form, and any changes after the conclusion of the contract must be expressly approved by KU.

3. Prices and Payment Terms

3.1 Product prices are those specified in KU's order confirmation. Payments must be made in accordance with the terms indicated in the order confirmation, with the payment terms being considered essential and mandatory.

3.2 Failure to pay even a single installment due to KU will result in the immediate enforceability of the balance of all other installments pursuant to Article 1186 of the Italian Civil Code. Any delay or irregularity in payments, or risk of insolvency by the

Buyer, grants KU the right to: a) suspend ongoing supplies, even if unrelated to the payment in question, and immediately terminate the contract and/or ongoing contracts with the same Buyer; b) demand, from the due date of the payment and without the need for formal notice, default interest on the outstanding amount at the rate provided by the current legal regulations on commercial transactions (in particular Legislative Decree 231/2002 and subsequent amendments), without prejudice to KU's right to claim compensation for any additional damages incurred; c) modify the payment terms and discounts for future supplies, including requiring advance payment, cash on delivery, or suitable guarantees.

3.3 The Buyer is obligated to pay the full amount for the Products even if exceptions, disputes, or controversies arise, which will be resolved only after payment of the amounts due.

3.4 Prices are quoted as goods delivered ex-works KU's warehouse, excluding packaging, unless otherwise agreed in writing between the parties. Packaging will be invoiced according to the current price list. The return of packaging is the responsibility of the Buyer, who will subsequently be credited with the value shown on the Product sales invoice, minus 10% for usage of the packaging, provided it is returned in a condition that does not prevent its reuse by KU.

3.5 Products will be supplied with a length tolerance of $\pm 10\%$. For each Product ordered in lengths less than 100 linear meters, cutting costs of €15.00 plus VAT will be charged.

4. Transport, Delivery, and Terms

4.1 The delivery date indicated in the order confirmation is only indicative unless explicitly agreed in writing by KU, in which case it will be an essential term of the contract. In any case, any delays will not entitle the Buyer to claim compensation from KU except in cases of willful misconduct or gross negligence.

4.2 Unless otherwise agreed, if the Products are to be transported to another location, KU fulfills its delivery obligation by handing over the goods to the carrier or freight forwarder; transportation costs are always borne by the Buyer (freight collect).

4.3 The parties may agree in writing on prepaid shipping, in which case KU will choose its trusted courier. In any event, the Buyer assumes the risks upon delivery of the goods to the freight forwarder or carrier.

5. Defects, Complaints, and Warranty

5.1 Any complaints regarding the condition of the packaging, quantity, or external characteristics of the Products (apparent defects) must be notified in writing to KU, under penalty of forfeiture, within 8 (eight) days from delivery date of the goods. Complaints concerning defects that cannot be detected through diligent inspection upon receipt (hidden defects) must be notified in writing to KU, under penalty of

forfeiture, within 8 (eight) days from the date the defect is discovered, and in any case, no later than the warranty period specified in paragraph 5.5.

5.2 Any complaints or disputes do not entitle the Buyer to suspend or delay payment for the disputed Products, nor for other supplies.

5.3 The seller retains ownership of the Products until full payment has been made: the retention of title does not affect the transfer of risk, governed by paragraphs 4.2 and 4.3 above.

5.4 The seller guarantees the good quality and construction of the Products, undertaking, during the specified warranty period, to replace free of charge any parts found to be defective due to poor material quality or manufacturing defects, provided that such defects are not caused by incompetence or negligence on the part of the Buyer.

5.5 The warranty period is 12 (twelve) months from the delivery date and expires at the end of this period, even if the Products have not been installed for any reason. The right to the warranty is contingent upon the Buyer's timely compliance with the payment terms as set out in Article 3 above.

5.6 Except in cases of willful misconduct or gross negligence by KU, it is understood that the aforementioned obligation to replace Products is comprehensive and substitutes for all guarantees or liabilities of any kind provided by law (e.g., for defects, lack of quality, or non-conformity of the Products). It excludes all other liabilities of the seller (whether contractual or non-contractual) relating to defects, lack of quality, or non-conformity of the supplied Products (e.g., compensation for plant downtime, loss of profits, etc.).

6. Validity

6.1 The total or partial invalidity of one or more clauses of these General Terms and Conditions of Sale shall not affect the validity of the remaining clauses.

7. Prohibition of Re-Export to the Russian Federation

7.1 The importer/buyer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation, nor for use in the Russian Federation, any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014.

7.2 The Buyer is prohibited from selling, exporting or re-exporting, either directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EU) No.

8. Applicable Law and Jurisdiction



8.1 These General Terms and Conditions of Sale and the related supply contracts are governed by Italian law. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the Court of Mantua.

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