

DE.NA. SRL
GENERAL TERMS AND CONDITIONS OF SALE

1. Application. These General Terms and Conditions of Sale (the "Conditions") apply to all contractual relationships between DE.NA. SRL ("DENA") and its customers (the "Customers," the "Customer").

By placing an order (the "Order"), the Customer fully and unreservedly accepts these Conditions and also consents to the processing of personal data pursuant to Regulation (EU) 679/2016. These Conditions are also available on the website www.dena.it.

Any general or specific sales conditions of the Customer that are incompatible, conflicting, or divergent, even partially, with these Conditions will not be applicable.

2. Catalog. In line with its commitment to continuous product improvement, DENA's catalogs and price lists may be modified at any time, even without prior notice to the Customer. Their reproduction, even in part, is expressly prohibited.

In case of discrepancies, the specifications and quotations indicated in the explicit written order confirmation (the "Order Confirmation") shall prevail.

3. Orders. DENA reserves the right to evaluate the Customer's Order; the Order does not bind or obligate DENA until an explicit written approval is provided by DENA in the form of an Order Confirmation (the "Order Confirmation").

In case of price discrepancies between any price list, the Customer's Order and the Order Confirmation, only the conditions and prices indicated in the Order Confirmation will apply.

4. Delivery Terms. The Order Confirmation will specify the delivery terms for the goods, which are always to be considered purely indicative. DENA's failure to comply with the specified delivery terms will not entitle the Customer to delay payments and/or claim compensation, penalties, or damages.

In any case, subject to the provisions of Article 7 below, no charge of any kind can be imposed on DENA if the goods are not delivered or are delivered late due to force majeure or unforeseeable circumstances. Examples of such circumstances include, but are not limited to, strikes, power outages or interruptions, and transportation service suspensions.

5. Prices and Payments. The prices indicated in DENA's price list and, in any case, all prices communicated to the Customer are exclusive of VAT and Ex-Works (Incoterm Ex-Works), unless otherwise agreed in writing between DENA and the Customer.

The only binding price for the supply is the one indicated in the Order Confirmation, any eventual price list is for informational purposes only and not binding. The Customer must make payments according to the terms and methods indicated in the Order Confirmation.

Prices are determined based on current general economic conditions. Should significant economic changes occur—such as variations in raw material costs, energy costs, consumable products, and production costs beyond DENA's reasonable control—DENA reserves the right to apply appropriate price adjustments.

6. Retention of Ownership – Payment Delays. The goods remain the property of DENA until full payment of the price is received. In case of delays in payment terms, DENA reserves the right to suspend and/or cancel all pending orders and revoke any discounts granted to the Customer. The Customer will also lose the benefit of the payment term and must immediately pay all amounts due to DENA.

In derogation of Article 1284 of the Italian Civil Code, the applicable legal interest rate will be the one established under special legislation concerning payment delays in commercial transactions, starting from the date of the Customer/Supplier's default.

7. Force Majeure and Unforeseeable Events. In cases of force majeure, unforeseeable events or circumstances not predictable with ordinary diligence that affect DENA's contractual obligations, such as natural disasters, riots, wars, pandemics, strikes, operational disruptions, labor disputes, actions by government or public authorities or any other circumstance beyond DENA's reasonable control, DENA will not be liable for delays, non-delivery, or non-performance for the duration of such events and their consequences.

DENA may propose an adjustment of contractual terms to reflect the situation. If no agreement is reached, DENA may terminate the contract without owing compensation, provided that the Customer fulfills payments for goods already delivered.

8. Claims and Disputes on Goods. Claims or disputes must be submitted via registered letter or certified email within 8 days of the goods' delivery date. In cases where Customer-owned materials are processed, the weights and values are those verified upon receipt at DENA's facility. The Customer bears responsibility for damages or shortages incurred during transportation unless the transport and carrier choice are arranged by DENA.

9. Returns. DENA does not accept returns unless previously authorized in writing. Authorized returns must be shipped at the Customer's expense to DENA's facility in Casale Monferrato (AL) or another location specified in writing by DENA.

10. Customer Responsibility for Product Use and Installation. The Customer is solely responsible for selecting the product, ensuring its suitability for intended use, and its installation, in compliance with all applicable regulations. No liability or charges may be imposed on DENA. In all technical drawings and data-sheet issued by DENA is clearly displayed that the relative product must be specially validated for the specific method of assembly and final scope.

11. Warranty. Products listed in DENA's catalog come with a manufacturer's legal warranty, covering replacement of items with defects attributable to manufacturing processes confirmed by DENA's analysis. The Customer is not entitled to reimbursement for damage or costs incurred for replacements or repairs performed independently or by third parties.

12. Governing Law and Jurisdiction. Any dispute concerning the interpretation or execution of these Conditions, or the interpretation, execution, or termination of contractual relationships between DENA and the Customer, shall be governed exclusively by Italian law. The competent court shall be the Court of Vercelli.