



STARCELL S.p.A. - Honeycomb & Composite Panels

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GENERAL TERMS OF SUPPLY

1. General Provisions.

The terms and conditions indicated below form an integral part of the contracts entered into between STARCELL SpA and the client for the supply of STARCELL SpA products and processes and they are understood to be accepted by the purchaser when the order confirmation is sent. Those conditions apply to all transactions concluded between STARCELL SpA and the client with no need for express reference to the same. Any different condition or term is applied only if confirmed by STARCELL SpA.; the same reserves the right to modify, supplement or vary the General Terms of Sale, attaching those changes to the offers or to any correspondence sent in writing to the client.

2. Offers and Orders.

Offers sent by STARCELL SpA to clients are not considered binding, particularly with reference to quantities, prices, and delivery terms. Orders made by the client are not seen to be accepted until STARCELL SpA has sent a due OC (Order Confirmation) to the client and the latter has duly countersigned the same for acceptance. No order will be accepted by STARCELL SpA verbally; all orders and/or order changes made verbally or by telephone must be confirmed in writing by the client and subsequently confirmed by STARCELL SpA by due order confirmation; otherwise, STARCELL SpA shall not accept any liability with regard to any errors or misunderstandings.

3. Prices and Payment Terms.

The Prices of the products are net of VAT (if due), which will be paid upon delivery and/or in conformity with the specific rules indicated on the invoice. In addition to the normal remedies permitted by applicable laws, STARCELL SpA reserves the right to apply default interest to delayed payments commencing from the date on which the right to the payment arose, calculated at the official reference rate of the European Central Bank increased by 5 (five) points. If the client fails to make the payment by the due dates and according to the methods indicated in the Order Confirmation or if the purchaser's activity is conducted not in conformity with the ordinary course of business, STARCELL SpA has the right, at its discretion, to suspend or cancel further deliveries and to declare any claim deriving from the business relationship to be immediately due; STARCELL SpA may also, in those cases, request payment advances or guarantee deposits. Any offsetting, withholding or reduction on orders issued will not be accepted, except if the client has submitted a written request in that sense and the same has been definitively and judicially accepted by STARCELL SpA.

4. Delivery Terms.

The delivery terms are those indicated in the order confirmation; any other delivery term is not binding for STARCELL SpA unless it has been agreed between the parties in writing after the order confirmation. STARCELL SpA reserves the right reasonably to make partial deliveries on accepted orders subject to written communication to the client; STARCELL SpA is not obliged to accept product returns, except where that action has been expressly agreed in writing and/or derives from written agreements made after the order confirmation; any cost incurred to that end is borne by the client.



The order commitment and respective execution are fulfilled subject to cases of force majeure, cases of mobilisation, requisition, machinery faults, energy supply suspensions, strikes, lock-outs, transportation impediments or slowdowns, shortage of packaging or raw materials, etc., and the seller is therefore entitled, if one or more of those situations occurs, to rescind the contract in whole or in part without paying damages to the purchaser. STARCELL SpA is entitled, if the price of raw materials increases by at least 5%, to apply the respective price increases to the products in line with the increase incurred for the costs, giving simple written notice thereof to the purchaser and, therefore, with no other modification of the order and the conditions provided and accepted. If, once 30 days have elapsed from the notice of availability of the goods, the purchaser has not yet collected the same, the seller will automatically charge €10.00 excluding VAT per pallet for each day of the week to be considered a contribution for warehousing and storage costs. In those circumstances, STARCELL SpA shall have no obligation of custody.

5. Duty of Inspection and Acceptance of Products.

Upon taking delivery of the panels and before their final acceptance, the client shall immediately verify the quantities and packaging of the products and note any difference; any reserve regarding the condition of the packaging or the goods upon delivery must be included on the transportation document, countersigned by the driver of the vehicle. Particular care must be paid when subsequently storing the panels, which must be positioned horizontally in an indoor, dry environment (away from UV rays), if possible far from sources of heat, in a temperature range between 10 and 30°C and, last but not least, supported along their perimeter to avoid any deformations. Any materials protected with film must be used within 30 days under penalty of forfeiture of the guarantee on the condition of the film and the respective glue.

When reporting defects, the client must respect the procedures and terms below: the communication must be made within no more than 3 (three working days) from the acceptance of the panels by the client. If the dispute relates to a defect that, despite the initial inspection, remained hidden, the dispute must be made as soon as possible by the end of the working day on which the defect was discovered and, in any case, no later than [2 (two) weeks] from the acceptance of the panels. The detailed communication must be sent in writing to STARCELL SpA by the deadlines indicated above.

Any communication made only by telephone will not be accepted; any panel for which no dispute has been raised in line with the procedures and terms indicated above is considered approved and accepted by the client.

6. Limitation of Liability.

Except in cases of justified dispute raised in compliance with the provisions of the above paragraph, the client is not granted any further right or claim. In any case STARCELL SpA will not be held liable for disassembly or re-assembly costs of any products installed, unless agreed in advance between the parties.

The catalogues, price lists or other promotional material of STARCELL SpA constitute mere indications of the types of STARCELL SpA production and prices, and the indications stated therein are not binding in any way. STARCELL SpA does not accept any liability for errors or omissions contained in its price lists or in its promotional material.

7. Personal Data Processing.

The client's personal data will be processed in accordance with the provisions of Italian law on personal data processing.

8. Court with Jurisdiction

The court with jurisdiction to decide on each and any dispute relating to the supply of STARCELL SpA materials is exclusively the Court of Milan.

Rev. 1 dated 30/07/2019

