

1 - Application of the Conditions

The terms and conditions indicated below (the "General Terms and Conditions of Sale") form an integral part of the contracts concluded between OMSI Srl sole shareholder company (hereinafter "OMSI") and the Customer for the sale and/or supply of OMSI's products (the "Products"). The General Terms and Conditions of Sale apply to all transactions concluded between OMSI and the Customer; the transmission of an order implies the acknowledgement and acceptance of these General Terms and Conditions of Sale published on the website www.omsi.it under the heading General Terms and Conditions of Sale. OMSI reserves the right to modify, integrate or change the General Terms and Conditions of Sale, attaching these changes to the offers or to any correspondence forwarded in writing to the Purchaser.

2 - Sales and/or supply requests

Sales and/or supply requests are issued by Customers by letter or e-mail. OMSI reserves the right to accept requests in the same way. Any particular clause or condition of purchase appearing on the request issued by the Customer and which is in contradiction with the following General Terms and Conditions of Sale, if not accepted in writing by OMSI, will be considered null and void.

3 - Conclusion of the contract

The offer made by OMSI, in response to the request referred to in paragraph 2 above, does not constitute a binding proposal for a Contract within the meaning of Article 1326 of the Italian Civil Code and is therefore in no case binding for OMSI, but is purely indicative of its willingness to supply the various Products at current prices at the time the offer is sent and is, therefore, subject to any subsequent changes, until the Customer confirms the order.

For each order OMSI will issue a written order confirmation containing a reminder of these general terms and conditions of sale, which the Customer must return to the company duly signed, thus completing the Contract.

Any information or data on the characteristics and/or technical specifications of the products contained in catalogues, price lists or similar documents will be binding only to the extent that such data has been expressly confirmed in writing by OMSI.

Orders and/or changes to orders placed verbally or by telephone must be confirmed in writing by the Customer. Otherwise OMSI assumes no liability for any errors or possible misunderstandings.

4 - Prices and Terms of Payment

The Prices of the Products do not include VAT, which must be paid at the time of delivery/collection or in accordance with the specific provisions indicated on the invoice. Taxes, duties, shipping, insurance, installation, end-user training, after-sales service are not included in the prices unless otherwise specified by OMSI.

In addition to the other remedies permitted by applicable law or these General Terms and Conditions of Sale, OMSI applies interest on late payment in commercial transactions from the date on which the right to payment has accrued.

The terms and conditions of payment are agreed upon when ordering and confirmed on the order confirmation.

In any case, in the event that the customer does not comply with the terms of payment, including the payment of deposits, the delivery terms stipulated by OMSI will be postponed for a period equal to the customer's delay in fulfilling their payment obligations.

The Customer may not make any compensation, withholding or reduction unless his claim to this effect has been fully accepted.

All extrajudicial costs (such as costs arising from debt collection) and legal costs (court fees) that OMSI will have to incur to ensure that the Customer fulfills its commitments (in a timely manner) will be borne by the Customer.

5 - Terms of delivery and Penalty and termination for failure to collect

Unless otherwise agreed between the parties, the delivery and/or collection deadline is that specified in the order confirmation.

OMSI shall not be liable for any delay in delivery, in whole or in part, resulting from force majeure or other unpredictable events not attributable to OMSI, including, without limitation, strikes, lockouts, public administration decree, subsequent export or import restrictions, in view of their duration and scope; such events release OMSI from its obligation to comply with any agreed delivery terms and exclude the possibility for the Customer to claim damages for delayed delivery.

Furthermore, indications of point 4 remain understood, i.e. in any case, in the event that the customer does not comply with the terms of payment, including the payment of deposits, the delivery terms stipulated by OMSI will be postponed for a period equal to the customer's delay in fulfilling their payment obligations.

In the event that the Products must be collected from OMSI, or in the event that the goods are held by OMSI due to the Customer's responsibility (as an example, but not limited to, failure to pay the deposit), the Customer shall be deemed to be in default as of now in the event that it fails to collect the Products within 20 (twenty) days from their availability communicated by e-mail. Once this term (20 days) has expired, OMSI reserves the right to terminate the Contract with immediate effect and will retain as a penalty any deposit already paid by the Customer, without prejudice to the request for further damages. The termination will be sent by OMSI to the customer by registered letter with acknowledgement of receipt or certified e-mail.

6 - Duty of Inspection and Acceptance of Products

Upon acceptance of the Products, the Customer shall immediately:

- a) check the quantities and packaging of the Products and record any objection in the delivery note;
- b) check the conformity of the Products with what is indicated in the order confirmation and record any discrepancies in the delivery note.

Any differences in colour shades do not constitute a defect in the Products and cannot be reported as such. If the complaint is timely and well-founded, OMSI's obligation is limited to the acceptance in return and the consequent replacement of the faulty or defective Products at the place of the original supply, remaining strictly waived and thus excluding the termination of the contract as well as any reduction in price or compensation for damages.

In case of complaint of defects, the Customer must comply with the following procedures and terms:

- I) the communication must be made within and no later than eight days from the Customer's acceptance of the Products;

- II) if the complaint relates to a defect which, despite the initial inspection, has remained concealed, the complaint must be made no later than the end of the eighth working day on which the defect was discovered and, in any case, no later than thirty days after acceptance of the Products;
- III) the communication containing the specific indication of the type of the alleged defects must be sent exclusively in writing to OMSI within the terms indicated above;
- IV) the Customer agrees to make the disputed Products available for inspection; such inspection shall be carried out by OMSI or by an expert appointed by OMSI.

No complaints with reference to the quantity, quality, type and packaging of the Products may be made except by means of the communication affixed to the delivery note, in accordance with the procedure indicated above.

Any Product for which no dispute has been raised in accordance with the procedures and terms set out above shall be deemed approved and accepted by the Customer.

7 - Return of goods

a) Any return of goods must be authorised in advance in writing by OMSI.

b) Returns will be accepted only if accompanied by Return Material Authorisation Number. All products returned must be in original packaging and packaged in such a way that the product will not suffer any damage and the Customer will be responsible for this. All returned products must be returned according to the procedures described in the Return Material Authorisation.

If the returned products are presumed to be defective, a full description of the alleged defect shall be included in the packaging with the returned product. Products returned without justified reason will be sent back to the Customer, with costs to be borne by the latter.

c) No return, even if authorised, will be accepted if the following information is not contained in the document accompanying the goods (Return Material Authorisation):

- Return Material Authorisation no., communicated to the Customer by OMSI;
- delivery note or invoice no. issued by OMSI;
- quantity and type of Product returned;
- reason for return;
- request for replacement.

d) Products that have been tampered with, damaged, or used improperly will not be accepted under any circumstances.

e) Products found to conform to standard specifications and/or in the conditions of point d) will be returned to the Customer at his expense.

8 - Limitation of Liability

Except in cases of justified dispute raised in accordance with the provisions of paragraph 6 above, the Customer shall have no further rights or remedies. In particular, OMSI shall not be liable for any compensation claimed for violation or breach of contract, for any direct damage or loss of profit suffered by the Customer as a result of use, non-use, except in cases of willful misconduct or gross negligence by OMSI.

OMSI will do everything in its power to deliver the Products within any agreed terms, but under no circumstances shall it be liable for damages directly or indirectly caused by the delayed execution of a contract or delayed delivery.

OMSI's catalogues, price lists or other promotional material are only an indication of the type of Products and prices and the indications contained therein are not binding for OMSI. OMSI assumes no liability for errors or omissions contained in its price lists or promotional material.

OMSI assumes no liability for slight colour differences between individual pieces of the lot ordered by the customer or between individual pieces of lots ordered in different periods. The customer, therefore, by concluding a contract with OMSI accepts the possibility of receiving products with slight colour differences.

9 - Suspension of delivery and termination of the contract

OMSI reserves the right to suspend deliveries if the Customer fails to make even a single payment on the due date or is in breach of other contracts and, in general, of any other obligation between the parties. After the conclusion of the Contract, should the Customer's economic conditions change as a result of protested bills, and/or enforcement on the Customer's assets and/or insolvency proceedings initiated against the same, or in the event of non-payment or late payment by the Customer exceeding eight working days, OMSI, in addition to what is specified in the previous paragraph (right to stop supplies), reserves the right to terminate the Contract with immediate effect and notify the loss of the benefit of the term pursuant to Article 1186 of the Italian Civil Code, requesting also the immediate payment of the overdue amount and of the invoices due by means of a registered letter with acknowledgement of receipt or by certified e-mail.

10 - Cancellation of orders and rescheduling of deliveries

Cancellations of orders, increases or decreases in quantity may not be decided by the Customer without prior authorisation from OMSI. For orders with scheduled deliveries, the rescheduling of deliveries must be agreed in writing with OMSI, which reserves this right at its own discretion.

In case of cancellation of the order or decrease in quantity, the Customer shall, in any case, send a formal written request to OMSI within and not later than 48 hours from the order confirmation by OMSI.

Any requests for an increase in quantity, on the other hand, may be made at any time but to be effective they must be accepted in writing by OMSI after checking availability. In any case, the increase of the order will result in a postponement of the delivery terms to the extent that will be unilaterally indicated by OMSI in the acceptance.

11 - Warranties

OMSI provides the warranties required by law: pursuant to Article 1495 of the Italian Civil Code in commercial relations; pursuant to Article 132 of the Consumer Code in relation to consumers.

12 - Issue of certifications and duplicates

At the time of formulation of the offer, OMSI will send the customer/purchaser the existing certifications relating to the product(s) referred to in the offer. It will be the Customer/Purchaser's responsibility to verify that the certifications provided by OMSI cover

the requirements of the specific regulations. If, having read the certifications, the customer/purchaser follows up the contract, the customer shall not be entitled to demand anything from OMSI in relation to the certifications issued or to demand any other certification.

At the time of sale and/or supply, OMSI, upon receipt of payment, issues the customer with a copy of the certifications required by law. Each additional copy that the Customer requires will have an additional cost of € 150,00 plus VAT.

13 - Retention of title

The sale and/or supply is concluded with a title retention clause agreement in favour of OMSI pursuant to Articles 1523 et seq. of the Italian Civil Code, consequently, the Customer shall acquire ownership of the Products only upon full payment of the sale price.

14 - Transport costs and VAT

In the event that the foreign customer pays the transport costs, the same shall undertake to send the relevant invoice to Omsi upon request. Otherwise, the defaulting customer will be charged any penalties related to the recovery of VAT for the inability to provide proof of the foreign sale.

15 - Jurisdiction and Competent Court

The Contract shall be governed by Italian law. The competent Judicial Authority in any dispute arising from non-compliance with the above-mentioned General Terms and Conditions of Sale shall be exclusively the Court of Bologna.

16 - Amendments

Any agreement derogating from and/or supplementing the text of these General Terms and Conditions of Sale shall not be valid unless formulated in writing and expressly approved by both parties.

The invalidity of one or more clauses of these General Terms and Conditions of Sale shall not affect the validity of the same as a whole.

17 - Communication

Any direct communication from one party to the other relating to these General Terms and Conditions of Sale must be sent in writing (by e-mail, certified e-mail, registered mail) to the registered office of each party, where each of them elects its domicile.

18 - Privacy

OMSI is the data controller of the personal data that will be used to complete orders, administrative and promotional purposes in compliance with the regulations in force: EU Regulation 2016/679. OMSI may communicate the Customer's data to its collaborators to confirm receipt of the information that will be made available to the Customer.

19 - Final Provisions.

The invalidity of all or part of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions.