

Knott S.p.a.

Via Garganelli, 18 - 40065 Pian di Macina - Pianoro (BO)
Tel. 051/6516445; Fax 051/6516336 – 051/6516539
Email info@knott.it; Internet www.knott.it
VAT number : IT00573371200 ; Reg. Imp. / Tax Code 02367900376
R.E.A. 273217 - Bo ; Share Capital : €312,000 F.P.



GENERAL TERMS AND CONDITIONS

1. General.

These general contractual conditions fully apply to every contract of sale and/or supply of services stipulated with Knott S.p.a., except for written agreements to the contrary between the parties which expressly exclude the conditions.

1.1. Contractual proposals will be considered accepted only after Knott S.p.a. has confirmed them in writing, via fax, e-mail or certified e-mail.

1.2. Any further or different agreement must be in writing.

2. Time of **Delivery or supply performance.**

2.1. The agreed term for the delivery of the goods, or for the provision of the services must be considered as being non-peremptory. In any case, the service must be considered as being fulfilled when the goods have been shipped, or when the agreed services are offered.

2.2. Knott S.p.a. reserves the right to ship the goods or offer the service without prior notice.

2.3. Knott S.p.a. reserves the right to extend the terms of delivery, or supply, in the event of delays attributable to its organization, or independent of it, which prevent it from meeting the agreed deadlines. In the event of one of these hypotheses, Knott S.p.a. will promptly notify the buyer/client, reserving the right to only partially fulfil the obligation assumed, or to withdraw from it, excluding any right to compensation on the part of the buyer/client.

2.4. The delivery terms may also be extended in the event that the parties have agreed to changes to the original contract that involve further obligations for Knott S.p.a. than those previously agreed.

2.5. If the delivery of the goods or the provision of the service is not fulfilled after three months from the expiry of the agreed term, without prejudice to the hypotheses referred to in point 2.4 and those that depend on the buyer/client, the latter will have the right to withdraw from the contract with the exclusion of any right to compensation, **or penalty**, without prejudice to the return of any deposit paid.

3. Prices

3.1. Orders for which a price has not been agreed will be invoiced according to the Knott list prices in force on the date of delivery or provision of the service.

3.2. The buyer/client will also be invoiced for the costs of packaging, shipping and transport of the goods, as well as the travel and subsistence expenses of any Knott staff needed for the provision of services. These costs will be borne by the buyer/client even in the event of partial fulfilments.

Knott S.p.a.

Via Garganelli, 18 - 40065 Pian di Macina - Pianoro (BO)
Tel. 051/6516445; Fax 051/6516336 – 051/6516539
Email info@knott.it; Internet www.knott.it
VAT number : IT00573371200 ; Reg. Imp. / Tax Code 02367900376
R.E.A. 273217 - Bo ; Share Capital : €312,000 F.P.



3.3. In the event that an increase in the cost of raw materials, or labour, should occur between the placing of the order and the delivery or provision of services, Knott S.p.a. reserves the right to change the agreed prices.

3.4. All prices indicated by Knott S.p.a., unless otherwise indicated, must be understood as net and expressed in Euro.

4. Payments

4.1. Invoices issued by Knott S.p.a. must be settled immediately and in any case not later than 30 days upon receipt. If the buyer/client does not comply with the agreed payment term, in the event that Knott S.p.a. accepts a payment term of its invoices greater than 30 days after they are issued, Knott S.p.a. may waive from the agreed terms of delivery or provision of the service.

4.2. In the event that the buyer/client should pay the agreed fee late, the amounts due will be increased by default interest, pursuant to art. 5 of Law no. 231/02, without prejudice to compensation for damages. The buyer has the right to prove that the damage does not exist, or is lower than the quantified amount.

4.3. Failure to comply with the agreed payment terms, even for a single invoice, and failure to issue, within the agreed terms, any required surety constitutes grounds for termination of the contract due to non-compliance.

4.4. Knott S.p.a. reserves the right not to comply with the contract, where, after the conclusion of the contract, the buyers/clients have carried out acts of disposition of their assets that may damage their assets. This provision does not apply if the buyers/clients have regularly fulfilled their payment obligations, or have issued a suitable guarantee.

4.5. The buyer/client is prohibited from offsetting his/her debt with any supposed credits towards Knott S.p.a., or, by virtue of the latter, from retaining any goods owned by Knott S.p.a.

5. Passing of Risks, shipping and freight.

5.1. The moment the goods are delivered to the buyers/clients, or their delegates, or are shipped or transported to them, the buyers/clients are responsible for their possible deterioration or destruction. Likewise, they are liable for any deterioration or destruction of the goods in the event of delay in shipment or collection, if charged to them.

6. Reservation of title

6.1. The goods delivered to the buyer/client will remain the property of Knott S.p.a. until the full amount of the sale is paid.

6.2. Buyers will have the right to enjoy the goods, but will not be able to dispose of them legally until they acquire ownership of them, paying the amount due.

Knott S.p.a.

Via Garganelli, 18 - 40065 Pian di Macina - Pianoro (BO)
Tel. 051/6516445; Fax 051/6516336 – 051/6516539
Email info@knott.it; Internet www.knott.it
VAT number : IT00573371200 ; Reg. Imp. / Tax Code 02367900376
R.E.A. 273217 - Bo ; Share Capital : €312,000 F.P.



6.3. If the material is assembled with other material, before the Buyer has acquired ownership of it, Knott S.p.a. will become co-owner of the asset thus composed.

6.4. The buyer/client is required to immediately inform Knott S.p.a. of any foreclosures concerning the goods supplied by the latter of which the former has not yet acquired ownership, providing the relevant documentation.

6.5. If, after the conclusion of the contract and before full payment, there are circumstances from which it can be deduced that the debtor is unable to pay the price, Knott S.p.a. reserves the right to request the return of the asset.

6.5. If the goods, not yet paid for, are returned due to the buyer's insolvency, the latter shall bear the costs of transport, inspection and possible repairs. Knott S.p.a. will then reimburse the buyer for advance payments received, net of costs and damages suffered.

7. Warranty, liability and notice of defects.

7.1. During the period in which the goods are under warranty, any complaints of defects will be taken into account only if the goods have been used, stored and transported correctly and according to the relevant instructions.

7.2. Knott S.p.a. does not offer any warranty where the defect of the product is due to its improper use, or stored or transported improperly or contrary to the relevant instructions.

7.3. During the contractual warranty period, the defective product will be repaired or replaced at the discretion of Knott S.p.a., outside the circumstances referred to in the preceding points.

Should Knott S.p.a. decide to replace the product, it will reimburse the Buyer for the cost of packaging and shipping the defective product; however, Knott S.p.a. will be responsible for the reasonable shipping and re-installation costs of the repaired or replaced product.

7.4. The complaint of defects is **only allowed in writing** within 8 days of discovery and the action is subject to a statute of limitations in any case within one year of delivery, pursuant to art. 1495 of the Italian Civil Code. In any case, the buyer is obliged to immediately check the goods in order to verify that they are actually the goods ordered and that they do not present any defects or damage.

7.5. Knott S.p.a. is not responsible in the event of accidents caused by machinery on which products supplied by it are mounted.

7.6. The defective product is not considered under warranty if the buyers or anyone on their behalf tries to repair it without the written consent of Knott S.p.a., except in the case in which the buyers are unable to demonstrate that the defect is not attributable to unauthorized intervention.

7.7. In the event of a defect in the purchased goods, the buyer may request reimbursement of the price paid only if the goods are not repairable, or if Knott S.p.a. is unable to eliminate the defects after at least two interventions.

Knott S.p.a.

Via Garganelli, 18 - 40065 Pian di Macina - Pianoro (BO)
Tel. 051/6516445; Fax 051/6516336 – 051/6516539
Email info@knott.it; Internet www.knott.it
VAT number : IT00573371200 ; Reg. Imp. / Tax Code 02367900376
R.E.A. 273217 - Bo ; Share Capital : €312,000 F.P.



7.8. In any case, without prejudice to the defective product legislation, Knott S.p.a. will be responsible for any defects only in the event of wilful misconduct or gross negligence; for damage to health caused by its negligent conduct; for negligent violation of contractual obligations deemed to be considered essential; for fraudulent concealment of defects. Compensable damage is limited to foreseeable damage only.

8. Data protection.

8.1. Personal data provided by the buyer/client, or otherwise acquired as part of Knott S.p.a.'s activity, will be processed in compliance with EU Regulation no. 679/2016 and Legislative Decree no. 196/2003. The term processing means any operation or set of operations such as collection, recording, organization, structuring, storage, adaptation or modification, extraction, consultation, use, notification by transmission, dissemination or any other form of availability, comparison or interconnection, limitation, erasure, or destruction of data. Knott S.p.a. has a legitimate interest in transmitting the personal data of its buyers and suppliers in order to obtain information from credit institutions regarding their identity and solvency, as well as in order to avoid fraud or other crimes. Customers expressly consent to the disclosure of their data for the purposes indicated above.

8.2. The Data Controller is Knott S.p.a. (via Garganelli no. 18, 40065 Pianoro (BO) – tel. 051/6516445), in the person of the legal representative *pro-tempore*, who has appointed the Data Processor, which can be reached by writing to barnaba@knott.it

8.3. Knott S.p.a. declares that the data will be processed to carry out the contract and will not be disclosed to third parties (without prejudice to the provisions of point 8.1 above), unless it is necessary for the fulfilment of negotiations and/or for legal obligations.

8.4. The buyer/client may exercise the rights set out in Articles 7 (withdrawal of consent) and 12 (Information, notifications and transparent methods for exercising the rights of the data subject) of EU Regulation no. 679/2016 by writing to barnaba@knott.it.

8.5. The internal company regulations governing personal data can be consulted at <https://www.knott.it/it/note-legali>.

9. Place of jurisdiction and applicable law

9.1. Any dispute concerning the validity, interpretation, execution and termination of the purchase and/or supply contract will be governed by Italian law and referred to the Court of Bologna.

*** **

Pianoro, 24 July 2023