

General Terms and Conditions of Sale

1. Definitions

- Company: Potent s.a.s. di Vettorazzi Gian Luca & C.
- Customer: The company or entity purchasing products from the Company.
- Products: Locks, Padlocks, Cylinders, Safes, Security Systems, and other related products manufactured and/or marketed by the Company in its catalogs.

2. Object of the Contract

These general conditions govern the sale of Products by the Company to the Customer. By placing a purchase order with the Company, the Customer accepts these conditions and waives the application of its own terms and conditions. These Conditions will prevail over other terms and conditions, particularly those mentioned in a Customer document. These Conditions also serve as notification by the Company of its objection or rejection of any purchase or sale terms and conditions included in the Customer's purchase order or other document that differ from or add to these Conditions. Any waiver or modification of these conditions must be agreed upon in writing between the parties.

3. Contract Definition

All Product purchase orders placed by the Customer will be subject to written acceptance by the Company and will not be effective or final and binding as a contract or agreement until the Company has issued a written order confirmation sent to the Customer.

4. Prices and Payments

- The prices of the Products are indicated in the Company's price list in force at the time of the order. Prices are subject to correction for material errors. The Company may increase its prices at any time, providing written notice to the Customer before delivering the Products, to reflect any increases in costs incurred by the Company to execute the agreement due to factors beyond the Company's reasonable control.
- All payments will be due within the term indicated on the invoice and in the currency specified therein. Payments will be deemed received only when the Company has actually received the funds. The Customer must make all payments without any deduction for set-off, claim, discount, reduction, or otherwise.
- The Company reserves the right to withdraw the Products, withhold any deliveries of the Products, or suspend the performance of any ancillary services for the Products in case of delayed or non-payment.
- The Company may cancel the order at any time in case of non-payment or delayed payment.
- In case of non-payment, the Company will be entitled, automatically and without any formal notice, to charge interest at a monthly rate of 1%. In case of non-payment, the Customer will bear all costs, including reasonable legal fees required to obtain payment or collection of overdue amounts from the Customer.

5. Delivery Terms

- Delivery dates are indicative only, and the Company will not be liable for any damages attributable to delayed or missed deliveries. If delivery is delayed beyond the established date for any reason and at any time, the Company will inform the Customer as soon as possible.
- Unless otherwise agreed in writing between the parties, Products are delivered Ex Works Company (Incoterms 2010) with standard packaging for truck transport. Any special packaging agreed between the parties will be charged at cost.
- If the Company is unable to deliver the Products for any reason attributable to the Customer, the Products and any ancillary services will be deemed delivered and/or performed. The Company may invoice and store the Products until actual delivery, and the Customer will be responsible for the related costs and expenses.

6. Transfer of Title and Risk

- The risk and all liability for the Products towards third parties and the Customer concerning the Products will pass to the Customer upon delivery.
- The ownership of the Products will pass to the Customer only when the Company has received in full all sums due for the Products. While ownership of the Products rests with the Company, the latter may repossess the Products if the Customer has not fulfilled its payment obligations.
- Until ownership passes, the Customer may not, unless otherwise agreed in writing, transfer ownership to third parties, nor charge or encumber the Products in any way, and must keep the Products in satisfactory conditions, insured on behalf of the Company for their full price against all risks. Moreover, until ownership passes, the Customer must store the Products (at no cost to the Company) separately from all other products of the Customer or third parties, so that they are easily identifiable as the Company's property.

7. Acceptance, Returns, and Warranties

- The Company warrants that the Products are free from defects in materials and workmanship for a period of two (2) years from the date of delivery to the Customer. This condition is necessarily linked to correct installation, use, and maintenance, and installed in accordance with the reference indications set out in the catalogs or technical sheets, e.g., roller shutter locks used for other purposes or locks installed upside down.
- The Customer must verify all Products upon receipt and report any defects, shortages, or non-conformities within 8 days of delivery.
- For repaired or replaced Products, the warranty period will be the remaining period as indicated in the previous point.
- The warranty does not apply to:
 - o Products not installed, stored, or used correctly according to the Company's instructions or damaged by third parties or the Customer during installation or commissioning;
 - o Damage from normal wear and tear, such as corrosion and erosion;
 - o Improper use, abuse, improper handling, or negligence;
 - o Products modified without the Company's written approval or damaged by any acts beyond the Company's control.
- The Customer will inform the Company in writing of any defect or shortage in the Products within eight (8) days of when such defect or shortage became apparent; failure to do so will result in the Customer losing its warranty rights.
- In the event of a warranty claim, the Company will have the right to inspect the Products. • If a Product does not comply with the warranty, the Company may, at its sole discretion, repair or replace it, or, if the Products cannot be repaired or replaced for any reason, refund the price of such Products, provided that, upon request, the Customer returns the Products. When on-site repair of the Products (or any related parts, such as ancillary services to them) is required, the labor costs and travel and subsistence expenses incurred by the Company will be borne by the Customer.
- Returns must be authorized in advance by the Company and accompanied by a delivery document indicating the return authorization number.

8. Liability and Insurance

- The Company's liability for any direct damage arising from the supply of the Products is limited to the price of the Products themselves.
- Unless otherwise provided by applicable law, the Company's total liability for any direct damage will be limited to the price of such Products paid by the Customer. The Company will not be liable for any indirect damages of any nature.

9. Intellectual Property

- The Customer acknowledges that all intellectual property rights related to the Products are owned by the Company.
- The Customer agrees not to infringe the Company's intellectual property rights.

10. Confidentiality

All information provided to the Customer, in any form, regarding the quotation or sale, installation, assistance, or repair of the Products will be treated as strictly confidential and not disclosed. The Customer must treat such information confidentially unless the Customer can establish that it has legitimately received such information from third parties or that such information is generally available and in the public domain without violating the Customer's obligations under the Contract.

11. Force Majeure

The Company reserves the right to postpone the delivery date or cancel, in whole or in part, the supply if it encounters impediments or delays in carrying out its activities due to circumstances beyond its reasonable control, including (but not limited to) force majeure, accidents, compliance with laws, regulations, or other governmental orders (valid or not), wars or national and international emergencies, geopolitical events, riots, fires, strikes, labor shortages, restrictions or delays affecting carriers, or inability or delay in obtaining adequate or suitable supplies of materials. The Company will not be liable for any incidental or consequential damages or any expense or damage related to the failure or delayed delivery of the Products.

12. Dispute Resolution

- Any dispute arising from this contract will be submitted to the exclusive jurisdiction of the Court of Turin.
- These Conditions relating to the sale of the Company's Products will be governed by Italian law.

13. Amendments to the Conditions of Sale

- The Company reserves the right to modify these sales conditions. The changes will be communicated in writing to the Customer and will be effective for subsequent orders.

14. Miscellaneous

- If any provision of these Conditions, or part thereof, is invalid or unenforceable by law, such invalid or unenforceable provision will not affect the other Conditions of this document.