



GENERAL SALE CONDITIONS FOR PROFESSIONAL CUSTOMERS (B2B) APPLIED BY F.LLI TOMMASINI S.R.L.

1. APPLICABILITY.

- 1.1 These Business to Business General Conditions (“GC”) shall apply to all Orders for Products sold or intended to be sold by F.Lli Tommasini S.r.l. in any region of the world to customers qualifying as “Professionals” operating in the course of their business or professional activity as of [January 07, 2026]. F.Lli Tommasini S.r.l. and the Buyer will hereinafter be jointly referred to as the “Parties.” Where the Parties have entered into a specific supply agreement, including a periodic supply agreement, or distribution agreement, these GC shall supplement and shall apply also to the said business relationship, unless expressly waived. In case of conflict, the specific supply agreement shall prevail over these GC.
- 1.2 F.Lli Tommasini S.r.l. reserves the right to change these GC, in whole or in part, at any time and without prior notice. These GC will be communicated to the Buyer prior to the conclusion of a Contract and, in the event that this is not possible, F.Lli Tommasini S.r.l. will inform the Buyer, prior to the conclusion of the Contract, about the possibility of viewing the GC at the following website www.tommasinisrl.com, so that they can be downloaded and subsequently consulted. At its discretion and in exceptional cases F.Lli Tommasini S.r.l. is entitled not to avail itself of these GC, without this integrating or being construed as a waiver of the right to avail itself of them subsequently.

2. DEFINITIONS.

- 2.1 In these GC and in the purchase contracts of which these GC are an integral part:

Buyer means natural person or legal entity that proceeds to purchase Products or that acts in the name or on behalf of a natural person or legal entity that proceeds to purchase Products for purposes referable to its (including future) commercial, industrial, handicraft or professional activity, as a buyer. Therefore, it is not a natural person client qualifying as a “Consumer” under Legislative Decree no. 206/2005 and subsequent amendments and integrations.

Contract means the purchase contract referred to in Article 4.3.

F.Lli Tommasini S.r.l. means F.Lli Tommasini S.r.l., with registered office at Via Viazza 141/A, 41030, San Prospero (MO), Italia, Fiscal Code, Vat number and registration with the Register of Companies of Modena n. 00261020366.

Order means an order sent by the Buyer to F.Lli Tommasini S.r.l. in writing (by ordinary e-mail, certified e-mail, EDI or other computerized means) or through F.Lli Tommasini S.r.l.’s agents, which has been accepted by F.Lli Tommasini S.r.l. The Buyer undertakes to indicate in the Order what indicated in the offer previously sent by F.Lli Tommasini S.r.l. These GC shall be deemed accepted by the Buyer, even if not signed and/or deviating from any general or particular terms and conditions of purchase prepared by the Buyer. Any contrary or divergent conditions or any other limitation contained or printed in the Buyer’s offer or other documentation shall not be recognized unless F.Lli Tommasini S.r.l. has expressly approved them in writing on a case-by-case basis

Product means the goods purchased or that the Buyer intends to purchase, which are the subject of a Contract.

3. GENERAL HINTS. SCOPE OF APPLICATION. BUYER RECORD.

- 3.1 The offer and sale of F.Lli Tommasini S.r.l.’s Products are governed exclusively by these GC. These GC may not be amended unless F.Lli Tommasini S.r.l. has expressly approved the amendments in writing in the individual Contract. The Buyer’s terms and conditions, including those contained or printed in the Buyer’s offer or other documentation thereof, are not recognized by or shall have any legal effect whatsoever against F.Lli Tommasini S.r.l. unless they are expressly defined as binding in writing by F.Lli Tommasini S.r.l.
- 3.2 Prices are not binding and may vary, even at invoicing date, depending on fluctuations - if any - covering costs of raw materials and labour. F.Lli Tommasini S.r.l. reserves the right to change, upon notice to the Buyer, the characteristics of the Products and prices. F.Lli Tommasini S.r.l. will use reasonable commercial efforts to supply to the Buyer the Products in the quantities specified in the individual Contract.



3.3 F.lli Tommasini S.r.l.'s quotations are non-binding and do not constitute a sales offer. Buyer's purchase plans and forecasts not contained in the Orders accepted by F.lli Tommasini S.r.l., as well as discussions, negotiations and other indications relating to the supply of the Products are to be considered non-binding on F.lli Tommasini S.r.l. and not enforceable.

3.4 The Buyer who intends to place purchase orders agrees, in advance, to provide all the information necessary for F.lli Tommasini S.r.l. to complete the relevant buyer record.

3.5 The products presented in F.lli Tommasini S.r.l.'s brochures and catalogues are for promotional and illustrative purposes only and are merely indicative.

4. ACCEPTANCE OF ORDERS.

4.1 The Buyer's orders become binding on F.lli Tommasini S.r.l. upon express acceptance by F.lli Tommasini S.r.l. The Buyer acknowledges that the acceptance of an order by F.lli Tommasini S.r.l. is subject to prior verification of Buyer's solvency and does not imply an obligation on F.lli Tommasini S.r.l. to accept future orders from the Buyer.

4.2 The Order accepted by F.lli Tommasini S.r.l. cannot be cancelled by the Buyer except with the express consent of F.lli Tommasini S.r.l. Once the order has been regularized, it cannot be cancelled or changed without the written consent of F.lli Tommasini S.r.l., which at its discretion may request compensation for the costs arising from such variations or cancellations.

4.3 Upon F.lli Tommasini S.r.l.'s acceptance of the Order, a purchase contract ("**Contract**") is concluded. The accepted Order and these GC (which form an integral part of the Order and which the Buyer, by sending the Order to F.lli Tommasini S.r.l., accepts in full and without reservation) form an integral part of each Contract. In the event of a conflict between these GC and a provision of the accepted Order, the provision of the accepted Order shall prevail over the provision of these GC.

4.4 The execution of the Order accepted by F.lli Tommasini S.r.l. and/or the sending of the acceptance by F.lli Tommasini S.r.l. does not under any circumstances constitute F.lli Tommasini S.r.l.'s acceptance of the Buyer's general purchase conditions and does not result in any modification of these GC.

4.5 By concluding the Contract, the Buyer unconditionally accepts and undertakes to observe in its dealings with F.lli Tommasini S.r.l. the general conditions and payment conditions, declaring that it has read and it accepts all the indications provided by F.lli Tommasini S.r.l., also acknowledging that F.lli Tommasini S.r.l. does not consider itself bound by different terms and conditions unless agreed in advance in writing.

4.6 Technical drawings: F.lli Tommasini S.r.l. decline all responsibility for wrong drawings received from the Buyer. In the event of drawing done by F.lli Tommasini S.r.l. they shall be the only valid.

4.7 Verbal information: No liability is accepted for verbal information, whether provided or received, unless confirmed in writing.

4.8 Protections: In the quotation's enquiry the Buyer must send to F.lli Tommasini S.r.l. a drawing depicting the location of the conveyor belt inside the plant, specifying the possible access routes. In this way F.lli Tommasini S.r.l., after evaluating the points to be protected, will indicate the corresponding protections prices in the offer. Anyway, F.lli Tommasini S.r.l. cannot guarantee that these protections will be accepted by all the Inspectors. In case an Inspector decides to put additional protections, these will be separately quantified.

4.9 Conformity: The issue of the certificate of conformity, which certifies that the conveyor belt is in accordance with the requirements of Machinery Directive 2006/42/EC, Annex II, part 1, section B, together with the use and maintenance manual drawn up in the official language of the country in which the conveyor belt is destined, is strictly linked to the purchase by the Buyer of the protections and the emergency interrupter with pull cord switches indicated in the offer. In case the Buyer decides to exclude, regardless of the reason, even only a part of the protections mentioned in the offer as deemed necessary by the undersigned, F.lli Tommasini S.r.l. in addition to not issuing the certificate of conformity, it considers itself totally exempt from any liability, both civil and criminal, which could one day arise from such non-compliance.

4.10 Irremovable plates: All our conveyor belts are complete with IRREMOVABLE PLATES, where are indicated the safety regulations (D.P.R. 27/04/1955 N° 547) and the conveyor belt Serial Number. **These plates cannot be removed.** If the Buyer would remove these plates, F.lli Tommasini S.r.l. will disown itself as manufacturer of the



conveyor belt and, consequently, F.Ili Tommasini S.r.l. will be not responsible for any damage or accidents deriving from this non-compliance and the warranty will be void.

5. PRICES. TERMS OF PAYMENT.

- 5.1 The price of the Products shall be as per F.Ili Tommasini S.r.l.'s offer.
- 5.2 F.Ili Tommasini S.r.l. reserves the right to change the price indicated in the order/order confirmation by promptly informing the Buyer in writing, or through F.Ili Tommasini S.r.l.'s agents, prior to the implementation of the new price.
- 5.3 Under no circumstances may the Buyer suspend or delay the payment, including in case the Buyer raises a claim regarding the Products or the prices. Unless otherwise agreed in the Contract, F.Ili Tommasini S.r.l. reserves the right to change the Prices without notice. The price change will apply only to Orders submitted after the date of the change.
- 5.4 The prices of the Products being sold are set forth in the Contract ("**Prices**"). In the event that, during the time elapsed between the Order, the acceptance of the Order and the execution of the Contract, there are increases in production costs (including, without limitation, raw material and/or energy costs, changes in the price charged by sub-suppliers) resulting from circumstances beyond F.Ili Tommasini S.r.l.'s control, F.Ili Tommasini S.r.l. shall have the right to increase the Price of the Products, in proportion to the increase suffered and as of the dates on which such increases occurred, upon written notice to the Buyer.
- 5.5 F.Ili Tommasini S.r.l. will invoice at any time following the delivery of the Products to the Buyer. Unless otherwise agreed, Prices are exclusive of VAT and other taxes as well as exclusive of any other taxes, duties, levies, tariffs or fees applicable upon delivery of the Products in addition to and concurrently with the payment of the Price. All charges for any additional services shall remain the responsibility of the Buyer.
- 5.6 The Buyer shall pay the amount for each Order within the payment term stated on the invoice. Payment is considered valid only if made directly to F.Ili Tommasini S.r.l. using the methods specified in the Order accepted by F.Ili Tommasini S.r.l. Any payment made in a manner different from the agreed-upon method will not be considered valid by F.Ili Tommasini S.r.l.
- 5.7 F.Ili Tommasini S.r.l. reserves the right to make the delivery of its Products contingent upon the payment of a deposit or advance payment of the invoice by the Buyer who does not offer sufficient financial security and/or has already defaulted on payments. The payment terms for the Price are peremptory. The Buyer will pay the Price to F.Ili Tommasini S.r.l. in the currency stated on the invoice, unless otherwise agreed in writing.
- 5.8 Packaging will be invoiced at cost and not accepted back.
- 5.9 The Buyer may not suspend the payment of the Price, offset or make deductions from the Price stated on the invoice or other amounts otherwise due without F.Ili Tommasini S.r.l.'s express prior written approval.
- 5.10 F.Ili Tommasini S.r.l. reserves the right to reject the delivery of the Products to the Buyer in the event that Buyer owes F.Ili Tommasini S.r.l. any amounts due and unpaid.
- 5.11 Ownership of the Products passes to the Buyer upon full payment of the Price.
- 5.12 In the event of late payment, the late interest rate will be determined as per Legislative Decree 231/2002 and its subsequent amendments, without the of for a formal notice of default.
- 5.13 Payments will be considered correctly executed only when F.Ili Tommasini S.r.l. can freely dispose of the relevant amounts. If the Buyer fails to make payments correctly within the agreed terms, and in any case of Buyer's delay, without prejudice to any further damages, late payment interest will automatically accrue in favour of F.Ili Tommasini S.r.l. at the legal rate pursuant to Legislative Decree no. 231/2002 and its subsequent amendments.
- 5.14 In any case, F.Ili Tommasini S.r.l. has the right to offset credits towards the Buyer (even in relation to different supplies) against any debts owed to the same Buyer.



6. SHIPPING, DELIVERY. COMPLIANCE AND COMPLAINTS. RETURNS.

- 6.1 Shipments are subject to the FCA provisions of Incoterms® 2020, unless otherwise agreed in writing between the Parties and to the shipping terms stated in the specific Contract. Under no circumstances shall the Buyer be entitled to cancellation of the accepted Order due to a delay in the delivery terms.
- 6.2 Delivery terms for Products are intended to be approximate, non-essential and estimated by F.Ili Tommasini S.r.l. accurately but not binding on or guaranteed by F.Ili Tommasini S.r.l.
- 6.3 F.Ili Tommasini S.r.l. shall not be liable for any loss or damage suffered by the Buyer caused by delays, non-delivery of Products (or any part thereof) and failure to deliver in the quantities requested. F.Ili Tommasini S.r.l. (i) will make deliveries in accordance with its production, procurement, and shipping needs, and (ii) may divide the Products of a single accepted Order into multiple deliveries or consolidate Products from different Orders into a single delivery.
- 6.4 The Products are packaged with standard, intact packaging suitable for loading onto transport vehicles and unloading onto the ground with appropriate and certified equipment; F.Ili Tommasini S.r.l. disclaims any responsibility for damages to the Products caused by improper moving or lifting carried out with incorrect maneuvers or inadequate equipment.
- 6.5 Once the Products subject to the Order are received, the Buyer is responsible for checking the integrity and conformity of the Product with respect to the Order placed; only after such verification the delivery documents should be signed. The Buyer must note any dispute regarding the non-conformity of the Product on the delivery note and must subsequently notify F.Ili Tommasini S.r.l. in writing pursuant to Article 8.8 within 8 days from the date of receipt or from the moment the hidden defects are discovered during unpacking. After this period, in the absence of a written complaint to F.Ili Tommasini S.r.l. pursuant to Article 8.8, the Product will be deemed accepted.
- 6.6 F.Ili Tommasini S.r.l. reserves the right to extend the delivery terms, without being in any way obliged to pay any indemnity in the following cases: (a) causes of force majeure such as, by way of example, strikes, lack or insufficiency of energy; (b) insufficiency, inaccuracies or delays on the part of the Buyer in sharing the information necessary for the execution of the accepted Order; (c) any changes accepted by F.Ili Tommasini S.r.l. after the receipt of the Order; (d) difficulties in the supply of raw materials. F.Ili Tommasini S.r.l. will promptly notify the Buyer of the occurrence and cessation of a force majeure event.
- 6.7 In the event that F.Ili Tommasini S.r.l. has to postpone the delivery of the Products with respect to the due date, at the request of Buyer or due to causes even indirectly attributable to the Buyer, all additional costs, such as storage, handling, transportation, etc., shall be borne by the Buyer. In case F.Ili Tommasini S.r.l. has to postpone the delivery of the products compared to the expected deadline, the payment deadlines of the prices indicated in the Contract will remain unchanged.
- 6.8 F.Ili Tommasini S.r.l. also reserves the right to withdraw from the Contract if the delivery of the ordered Products is made impossible or otherwise more onerous due to causes beyond its control.

7. BUYER'S OBLIGATIONS.

- 7.1 Unless otherwise and expressly agreed, the Buyer is responsible for complying with applicable laws and administrative regulations relating to the import, export, transportation, storage and warehousing of the Products. The Products shall be deemed accepted by the Buyer upon delivery, provided that the Buyer has had a reasonable time to inspect the Products. The Buyer acknowledges that the Products are sensitive to external and environmental conditions and require compliance with the conditions of transport and storage of the Product recommended by F.Ili Tommasini Srl in order to avoid deterioration of its quality. The Buyer acknowledges that exposure to continuous temperature oscillations can be a stress factor for the Product.
- 7.2 The Buyer shall comply with all applicable laws, regulations, industry standards, and codes of conduct relating to the matters covered (explicitly or implicitly) by these GC.



8. LIMITED WARRANTY. COMPENSATION, EXCLUSION AND LIMITATION OF LIABILITY. CONSEQUENCES OF LIMITED WARRANTY.

- 8.1 F.lli Tommasini S.r.l. warrants that the Products received by the Buyer meet the Product specifications set forth in the accepted Order. Except for what expressly set forth in this clause and to the extent permitted by the applicable law, no warranties, either express or implied or otherwise operating, are made with respect to the Product sold under the Contract. F.lli Tommasini S.r.l. shall be liable only for damages suffered by the Buyer resulting from intentional conduct or gross negligence. Any further liability of F.lli Tommasini S.r.l. is excluded, if permitted by law. Any provision of these GC that excludes terms, conditions or warranties or limits a party's liability shall apply only to the extent permitted by law. No provision of the Contract may exclude or limit a party's liability for circumstances in relation to which the exclusion or limitation of liability is contrary to law.
- 8.2 Except for what expressly provided in these GC and to the extent permitted by law, F.lli Tommasini S.r.l. shall not be liable towards the Buyer or any third party for indirect damages, damages unforeseeable at the time of entering into the Contract, consequential damages, losses (including losses in business opportunities, turnover, profits), costs and expenses.
- 8.3 The Buyer may not rely on any representations and warranties of F.lli Tommasini S.r.l. relating to the Products made by an employee of F.lli Tommasini S.r.l. before or after the conclusion of the Contract or otherwise and, in particular, but not limited to, any representation or warranty relating to the performance or fitness for purpose of the Product. F.lli Tommasini S.r.l. shall not be liable towards the Buyer for any loss or damage incurred as a result of such reliance unless such representation or warranty is specifically contained in a clause of the Contract and agreed upon in writing by an authorized representative of F.lli Tommasini S.r.l.
- 8.4 F.lli Tommasini S.r.l. nevertheless reserves the right to examine the Products actually flawed and/or defective and/or non-conforming, in order to assess the actual existence of the flaws, defects and/or non-conformities complained by the Buyer. At the same time as the complaint, the Buyer must therefore provide any information and documents useful for the aforementioned assessment, as requested by F.lli Tommasini S.r.l. The Products shall in any case be made available to F.lli Tommasini S.r.l. or third parties appointed by F.lli Tommasini S.r.l. for appropriate verification.
- 8.5 Warranty: F.lli Tommasini S.r.l. guarantee its products for the period stated in the front sheet. The guarantee exclusively covers the repair or replacement free of charge of pieces recognized by F.lli Tommasini S.r.l. as defective due to bad quality of material or working deficiencies. The warranty does not apply to: damage resulting from accident, misuse, improper installation or lack of maintenance; goods tampered or repaired by third party. The consignee has to report the evident defects of goods within 8 days from receipt, otherwise losing the right of the warranty. F.lli Tommasini S.r.l. decline all responsibility for damages that could, for any reason, take place during the use of its products, even in such cases where these latter should be recognized as defective or their conditions of use be known. F.lli Tommasini S.r.l. disclaims any liability in the event of damage occurring directly or indirectly to the Products or any other material of the Buyer, unrelated to a manufacturing defect.
- 8.6 The acceptance of the Products by the shipper, the carrier, or any other party appointed by the Buyer for the pickup constitutes acknowledgment of the good condition of the packaging, and F.lli Tommasini S.r.l.'s responsibility in this regard ceases at the time of delivery. The Buyer shall also check upon arrival that the Products conform to the accepted Order.
- 8.7 F.lli Tommasini S.r.l. disclaims all liability for damages of any kind, whether direct or indirect, caused to things or persons that are not related to the use that could legitimately be expected at the time the Products were made.
- 8.8 The Buyer shall communicate any claim regarding Product non-conformity by e-mail to the following address: ufficio.tecnico@tommasinisrl.com, enclosing the copy of the transport document, invoice and photos of the disputed Products and indicating the specific reference to the invoice number, transport number – DDT, Product code and disputed quantity.

Complaints regarding any discrepancies from the accompanying transport documents, damages or shortages referable to the transport itself, must be communicated to F.lli Tommasini S.r.l. by e-mail to the following address: acquisti@tommasinisrl.com within 24 hours from the receipt of the Products.



- 8.9 The Warranty does not operate if the warnings and requirements given or expected according to a normal standard of care have not been observed.
- 8.10 Any other right or remedy provided by law, in particular but not limited to articles 1490, 1497, 1512 of the Italian Civil Code is excluded; compensation for damages is in any event excluded, except in the case of wilful misconduct or gross negligence of F.lli Tommasini S.r.l. To the extent permitted by the applicable law, the provisions of this Article 8 shall in any event constitute Buyer's sole and exclusive remedy in the event that the Products are found to be defective, provided that the Buyer fulfils its obligation to notify F.lli Tommasini S.r.l. of the alleged defect in a timely manner and in writing and has paid for said Products.

9. RESOLUTION.

- 9.1 F.lli Tommasini S.r.l., upon notice to the Buyer, at its discretion and without prejudice to any other rights it may have, may suspend or terminate with immediate effect, pursuant to Article 1456 of the Italian Civil Code, the Contracts or require the Buyer to pay the Price in advance or upon delivery, cancel the supply of undelivered Products or the delivery of which has not been completed, at any time, by prior written notice, if:

- (a) the Purchaser is placed in liquidation or subject to any bankruptcy, reorganization, liquidation or winding up proceedings or is in a state of financial difficulty;
- (b) there is any change in the corporate structure of the Buyer;
- (c) a force majeure event occurs that prevents the Buyer from fulfilling its obligations under the Contract for a period exceeding 30 (thirty) days.

F.lli Tommasini S.r.l. shall in no way be liable towards the Buyer for any damages suffered by the Buyer as a result of suspension or termination of the Contract. Termination of the Contract for any reason shall not affect any rights acquired by F.lli Tommasini S.r.l. up to the time of termination.

10. FORCE MAJEURE.

- 10.1 A failure to perform F.lli Tommasini S.r.l.'s obligations under the Orders and Contracts that is prevented by objective circumstances that are unforeseeable and beyond its control shall not constitute a breach of its obligations under the Orders and Contracts. In this regard, the events of force majeure are, by way of example but not limited to, epidemics, natural disasters, orders of public authority, wars, civil uprisings, embargoes, impediment of the supply of raw materials, energy or other materials, explosions, fires, destruction of machinery, equipment, factories, general strikes and lockouts of any nature, prolonged interruption of transportation and telecommunications. In the event that F.lli Tommasini S.r.l. is prevented from performing its obligations by a force majeure event it shall give immediate notice to the Buyer and may suspend the performance of its contractual obligations.

11. PROHIBITION OF TRANSFER.

- 11.1 The Contract, the Order and the claims arising therefrom may not be assigned by the Buyer without F.lli Tommasini S.r.l.'s prior written consent.

12. TRACEABILITY OF PRODUCTS. USE OF TRADEMARKS, SIGNS AND OTHER INDUSTRIAL RIGHTS. CONFIDENTIALITY.

- 12.1 All trademarks, distinctive signs, logos, trade names, and other intellectual property rights on F.lli Tommasini S.r.l.'s Products, Product collections, and on any documents of F.lli Tommasini S.r.l. and on its website are registered and unregistered trademarks of F.lli Tommasini S.r.l. or third parties who have licensed their trademarks to F.lli Tommasini S.r.l. (the "**Marks**"). The Buyer may not reproduce or otherwise use the Marks without F.lli Tommasini S.r.l.'s prior written authorization. Unless otherwise agreed in writing, the Buyer shall not be permitted to use the Marks used by F.lli Tommasini S.r.l. to distinguish its products from those of other companies, except to trade the Products in their original packaging to which Marks, signs and other indications have been applied by F.lli Tommasini S.r.l. The obligations contained in this Article shall also be imposed on the Buyer's clients and all subsequent purchasers.
- 12.2 The Buyer may not modify or remove the Marks (including, without limitation, corporate or trade names, labels, and any other items subject to intellectual property rights) from the Products.



- 12.3 All technical, commercial, financial, operational or other information, materials and data of any nature and form, including those relating to F.Lli Tommasini S.r.l.'s Products and services, are property of F.Lli Tommasini S.r.l. and shall be treated by the Buyer with confidentiality. The Buyer shall keep said information private and confidential and shall not disclose it to any third party without F.Lli Tommasini S.r.l.'s prior written consent nor use it for any purpose other than as set forth in these GC and the Contracts. This confidentiality commitment of the Buyer shall not apply to information that at the time of disclosure (i) was already in Buyer's possession (ii) was in the public domain without liability on Buyer's part (iii) was lawfully transmitted to the Buyer by a third party entitled to disclose it (iv) is required to be disclosed as a result of the issuance of a court order.

13. APPLICABLE LAW AND EXCLUSIVE FORUM.

- 13.1 These GC and the Contract of which these GC are an integral part shall be interpreted and governed by the Italian law, without application of conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna, Austria, on April 10, 1980, shall not apply to the supply of the Products under these GC. All references to laws, legislative decrees, and any other legal provisions contained in these GC are references to the Italian law.
- 13.2 The court of Modena, Italy, shall have exclusive jurisdiction in any dispute between F.Lli Tommasini S.r.l. and the Buyer relating to these GC and the Contract of which these GC are an integral part.

14. MISCELLANEA.

- 14.1 Any notice regarding these GC and the Contract shall be in writing and delivered by mail or e-mail to the addressee, either at the address specified in the Contract or at the address communicated in writing by one Part to the other.
- 14.2 Should individual provisions of these GC be wholly or partially invalid, illegal, or unenforceable, this shall not affect the effectiveness of the other provisions and the remaining parts of the other provisions. In such a case, these GC shall be effective for the Parties excluding of the invalid, illegal, or unenforceable provision. F.Lli Tommasini S.r.l.'s forbearance with respect to the Buyer's failure to strictly perform any provision contained in these GC shall not be deemed a waiver of F.Lli Tommasini S.r.l.'s exercise of any of its rights, existing or future, with respect to such provision.
- 14.3 The business relationship between F.Lli Tommasini S.r.l. and the Buyer does not create an agency, partnership, joint venture, or employment relationship between the Parties. Neither party has the authority to act for or on behalf of the other in any way.
- 14.4 These GC are valid indefinitely and remain subject to change by F.Lli Tommasini S.r.l. at any time without notice.

15. PERSONAL DATA.

- 15.1 The Buyer declares to have read the information notice pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR") available on F.Lli Tommasini S.r.l.'s website and by accepting these GC provides consent to the processing of its personal data for the purposes and in the manner indicated in the aforementioned information notice. The Buyer's personal, corporate and tax data, acquired directly or indirectly by F.Lli Tommasini S.r.l., will be collected and processed in paper, computer or telematic form, exclusively for the purpose of enabling the execution of the accepted Orders. The data acquired by F.Lli Tommasini S.r.l. will be kept for a period of time not exceeding the time necessary for the purposes for which it was collected and subsequently processed. For anything not expressly provided for herein, reference is made to the aforementioned information notice, which the Buyer declares to have received, viewed and understood.



F.LLI Tommasini
Conveyor belts manufacturer since 1968



F.LLI TOMMASINI S.R.L. TRASPORTATORI A NASTRO

41030 S. PROSPERO (MO) – ITALIA - Via Viazza, 141/A
Tel. +39.059.908851 - www.tommasinisrl.com - Pec: tommasinisrl@legalmail.it
E-mail: info@tommasinisrl.com - amministrazione@tommasinisrl.com
P.IVA E C.F. 00261020366 - Cap. Soc. € 98.800 i.v - Reg. Impr. MO
C.C.I.A.A. di Modena N. 151.538 - N. Mecc. Export MO 014025

DATE 07/01/2026

REVISION 00

PAGE 8 DI 8

NOTE: By sending any order even by computer means and/or agents, the Buyer declares that it specifically approves, pursuant to Article 1341 and 1342 of the Italian Civil Code, the following provisions of these GC:

3.1, 3.2. e 3.5. General hints. Scope of application. Buyer record.

4.1 Acceptance of Orders.

5. Prices and terms of payments.

6. and 6.2 Shipping, delivery. Compliance and complaints. Returns.

7.1 and 7.2 Buyer's Obligations.

8. Limited warranty. Compensation, exclusion and limitation of liability. Consequences of limited warranty.

9. Resolution.

11. Prohibition of transfer.

12.1, 12.2 e 12.3 Traceability of products. Use of trademarks, signs and other industrial rights. Confidentiality.

13. Applicable Law and Exclusive Forum.