



GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1. For the purposes of these Terms and Conditions of Sale, the following terms shall have the meanings specified below:

- **“Buyer”** means the entity identified in the Order that purchases the Products from the Seller;
 - **“Terms and Conditions of Sale”** means these general terms and conditions of sale;
 - **“Contract”** means, collectively, the Terms and Conditions of Sale and the Order;
 - **“Order”** means a formal contractual proposal concerning the Seller’s Products, submitted and accepted by the other Party;
 - **“Parties” or “Party”** means, jointly or individually, the Seller and the Buyer;
 - **“Price”** means the agreed consideration for the Products;
 - **“Products”** means the items, listed in the Order, manufactured or marketed by the Seller;
 - **“Seller”** means DEMAC SRL.
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2. SUBJECT MATTER OF THE CONTRACT

2.1. Under the terms of the Contract, the Seller sells the Products to the Buyer with retention of title, and the Buyer accepts them.

Any additional services related to the sale of the Products must be agreed in writing between the Parties. In such cases, these General Terms and Conditions of Sale shall apply to the extent compatible.

2.2. The Contract consists of these Terms and Conditions of Sale and the Order.

3. EFFECTIVENESS

3.1. These Terms and Conditions of Sale govern all future sales of Products by the Seller to the Buyer. Upon acceptance of an Order by either Party, the provisions of these Terms and Conditions of Sale shall automatically apply, subject to Article 2.2. Consequently, these Terms and Conditions of Sale shall take effect from the date of acceptance of the relevant Order.



3.2. Any clause or provision added by the Buyer in its supply request or correspondence that contradicts or supplements these Terms and Conditions of Sale shall be deemed unwritten, invalid, ineffective, or non-binding on the Seller unless expressly accepted in writing by the Seller. These Terms and Conditions of Sale prevail over any provision included by the Buyer in its order or correspondence, unless otherwise agreed in writing.

4. PRICE AND PAYMENT TERMS

4.1. The Price for the Products is as indicated in DEMAC SRL's Order Confirmation.

The Price quoted by DEMAC SRL includes the sale of the Products only, excluding packaging, transport, duties, insurance, and any fiscal or financial charges related to the sale or export.

The sale of the Products shall be governed, as to delivery terms, Product specifications, and any other technical details, by the contractual documents formed upon conclusion of the individual contract, supplemented by these Terms and Conditions of Sale.

If the Buyer requires the Product for special or demanding uses requiring specific features, the Buyer must inform DEMAC SRL of the intended use and request the necessary specifications.

4.2. The Parties agree that the Buyer acquires ownership of a Product only upon full payment of the corresponding Price.

4.3. DEMAC SRL reserves the right to make the Order Confirmation effective subject to additional guarantees, advance payments, or other conditions.

4.4. In case of late payment, default interest shall apply as per Article 5 of Legislative Decree 231/2002. If this legal provision does not automatically apply to the Contract, the Buyer shall in any case pay conventional default interest at the same rate as provided under Article 5 of said decree, accruing from the payment due date, without the need for prior notice by DEMAC SRL.

If the Buyer fails to pay on time, it shall reimburse DEMAC SRL for all costs incurred in debt recovery, without prejudice to DEMAC SRL's right to claim further damages resulting from the breach (including legal expenses).



5. DELIVERY

5.1. Delivery terms stated in the Offer or Order Confirmation are indicative only and do not bind DEMAC SRL, which shall not be liable for delayed delivery.

5.2. Unless otherwise agreed with the Buyer, delivery terms shall be **EXW (INCOTERMS 2023)** at DEMAC SRL's operational headquarters in Magenta (MI), Via Romolo Murri, 14.

If DEMAC SRL is exceptionally responsible for shipping, the delivery date shall be deemed met upon handover to the carrier.

In such cases, the Buyer authorizes DEMAC SRL to select and appoint a carrier or freight forwarder on its behalf, waiving any liability for such choice.

All risks transfer to the Buyer upon loading by the carrier or third party designated by the Buyer (or by DEMAC SRL on its behalf).

Transport costs are always borne by the Buyer, and Products are uninsured unless otherwise agreed.

5.4. Delivery terms, whether binding or not, shall be suspended if execution is prevented by the Buyer's actions or force majeure.

6. WARRANTY TERMS

6.1. Warranty services are provided under the terms specified in DEMAC's Warranty Document and apply only to new DEMAC-branded Products.



7. INTELLECTUAL PROPERTY

7.1. All rights to the DEMAC trademark remain the exclusive property of its owners. Nothing in this Contract shall be construed as a transfer or license of intellectual property rights from DEMAC SRL to the Buyer.

DEMAG SRL retains exclusive ownership of trademarks, patents, designs, and all industrial property used in Product design and manufacturing.

7.2. The Buyer agrees not to disclose, reproduce, or use designs and information provided for unauthorized purposes.

If DEMAG SRL manufactures Products based on the Buyer's technical specifications, DEMAG SRL assumes no liability for third-party IP infringement, and the Buyer shall indemnify DEMAG SRL against all claims.

For Products designed by DEMAG SRL, the Buyer must ensure their use does not infringe third-party rights and shall bear all related liabilities.

7.3. The Buyer shall not:

- Register or allow registration of the DEMAC trademark or any confusingly similar marks;
- Use or permit use of the DEMAC trademark or any confusingly similar marks;
- Include DEMAC or similar marks in its trade name or corporate identity;
- Form entities with names resembling DEMAG SRL or its trademarks;
- Modify, remove, or obscure DEMAC trademarks on Products.

Breach of these obligations entitles DEMAG SRL to suspend or reduce Product supplies immediately.



8. SUSPENSION OF PERFORMANCE

DEMAG SRL may suspend performance or delivery without prior notice if the Buyer breaches its obligations (e.g., non-payment), including breaches under other contracts with DEMAG SRL.

If payment is required in advance, DEMAG SRL may suspend the Contract for non-payment.

If the suspension cause ceases, DEMAG SRL may resume performance without notice. If non-payment persists for over 30 days, DEMAG SRL may terminate all contracts with the Buyer after formal notice under Art. 1454 of the Italian Civil Code.

9. LIMITATION OF LIABILITY

The Seller is liable only for wilful misconduct or gross negligence.

DEMAG SRL is indemnified by the Buyer (subject to mandatory law) for any direct/indirect damages arising from Product use, repair, or replacement.

Liability shall never exceed the value of the Products under the relevant Contract.

The Buyer must include identical liability limitations in all downstream contracts involving DEMAG SRL's Products.

These limitations also apply to DEMAG SRL's employees, agents, and auxiliaries.

10. ADDITIONAL CLAUSE

Any additional agreements do not modify these Terms unless expressly accepted in writing by DEMAG SRL, specifying the amended clauses.



11. PRIVACY

Pursuant to Legislative Decree 196/2003 and GDPR, DEMAC SRL refers to its privacy policy at www.demac.it.

12. GOVERNING LAW AND JURISDICTION

12.1. These Terms and all related contracts are governed by Italian law.

Any dispute arising from these Terms or individual contracts shall be subject to the exclusive jurisdiction of Italian courts. DEMAC SRL may also bring proceedings in the Buyer's jurisdiction.

12.2. Unless the Buyer is a consumer under Legislative Decree 206/2005, the exclusive venue for disputes is Milan.

12.3. The UN Vienna Convention (1980) on international sales is excluded.

Magenta, 15/04/2025

DEMAC SRL

Pursuant to Arts. 1341 and 1342 of the Italian Civil Code, the Buyer expressly approves the following clauses: Art. 3 (Effectiveness), Art. 4 (Price and Payment Terms), Art. 5 (Delivery), Art. 6 (Warranty Terms), Art. 7 (Intellectual Property), Art. 8 (Suspension), Art. 9 (Limitation of Liability), Art. 10 (Additional Clause).