

GENERAL TERMS AND CONDITIONS OF INTERNATIONAL SALES (GTC)

Scope of application

These General Terms and Conditions of sale (GTC) applies to all sales from SCAME to the Purchaser of goods and/or services (hereinafter: "goods"), unless different expressed rules.

Prices, specifications and delivery Terms

1. Price lists are in Euro VAT excluded and inclusive of carton packaging.
2. Specifications of the goods are compliant with SCAME quality standards; images shown on commercial documentation such as official website, catalogues and brochures are indicative and not binding.
3. Orders of goods in quantities below our standard packaging will be automatically rounded. The goods may be shipped in quantities below the standard packaging upon explicit request of delivery "special packaging" on which a surcharge of 20% will be applied on the standard price list.
4. Standard Incoterm, if not agreed differently between Scame and the Purchaser, is Ex Works
5. Minimum order value is 500 € net (after discounts). Orders below the Net value of 500 € are accepted with the application of a set surcharge price of 150 € to manage the orders below the minimum.
6. Terms of delivery indicated in the Orders Confirmations (hereinafter O.C.) are indicative and not binding.

Invoicing and Payments

7. Invoices are considered fully accepted if they are not rejected within 5 days of receipt and may be sent electronically.
8. Payments are intended to be done at our legal residence in legal currency and at the timing agreed and indicated on the invoices. Missing payment of invoices, even if due to causes not dependent by the Customer, authorize Scame Parre S.p.A. to suspend supply of goods. The delayed payment authorizes Scame Parre S.p.A. to apply overdue interests, as per indications mentioned on the sales invoices, in agreement with the applicable law.

Distribution of SCAME goods

9. The Purchaser should sell the SCAME goods exclusively in the original packaging without any tampering, otherwise he is obliged to inform his buyer all the warnings and instructions that are reported on the minimum packaging of SCAME together with all the information mentioned in our catalogues, brochures and any technical bulletin explaining technical info.
10. Any sale done through Agents is subject to approval by Scame Parre S.p.A.
11. The buyer should stock the goods in a proper manner, in dry places and at temperatures within -5°C e +45°C.

Claims

12. In the event of damage or missing of goods, the Purchaser may take immediate action at any time against the carrier. Buyer should immediately check the goods upon receipt of the same; claims will not be taken into consideration after 10 days from the receipt of goods.
13. Return of goods: goods returned will not be accepted if products are not anymore in production or not anymore in the commercial catalogue. The goods returned should be new, packed in the original Scame packaging. Return of goods outside their boxes could be evaluated only upon receipt

of the physical goods returned. The returned goods with signs of usage, dusting, modifications or any sign of not good conservation will not be issued with a Credit Note because the costs of revamping will be higher than the value of the goods.

Every return must be agreed in advance and authorized by Scame Parre S.p.A.; any goods returned without any prior agreement will not get refunded through any Credit Note, even if inside a return note. After 90 days from the authorization to return goods, without receiving the goods, the Return will be cancelled automatically. Scame Parre S.p.A. reserves the right to issue the Credit note within 90 days from the date of goods receipt. The amount of the credit will be equivalent to the value of the goods sold reduced by 20% to cover the costs of management of the return (this amount will be reduced by 30% in the event of goods with damaged or missing or incorrect packaging), unless other specific agreements. Goods returned for non-conformity / defective reasons do not have such depreciations (provided good packaging).

Goods should be returned to the following address: SCAME PARRE SPA VIA SPIAZZI, 51 24028 PONTE NOSSA (BG). The missed respect of one of the above conditions could lead to further surcharges and/or missing return of the goods. Expenses related to the return of the goods are born by the customer if the return has commercial reasons or errors by the customer; the costs are born by Scame Parre S.p.A. in the other cases. Return of goods worth below 100 € are not managed. In exceptional situations, provided documentation from the customer, credit notes might be issued for values until 100 € without the need of the physical return of the goods, to be evaluated if the transport costs are too costly.

14. Warranty: if not specified differently, the standard warranty terms are applied (1 year from sale for B2B; 2 years for B2C); referring E-Mobility products refer to the dedicated document.

SCAME Code of Ethics

15. The customer is aware that Scame Parre S.p.A. has adopted a Code of Ethics, published on its website <https://www.scame.com/en/web/scame-global/company>. The customer formally declares to accept it and is aware that failure to comply with the aforementioned document and related guidelines will entail for Scame Parre S.p.A. the right to terminate the sales contract, without prejudice to any other possible action.

Legal court

16. Every controversy and/or litigation, even the ones related to the interpretation and/or resolution of the contract, are exclusive competence of the judicial Authority of the Bergamo Court, even for guarantee actions.