

GENERAL SALES CONDITIONS

Article 1 - DEFINITIONS

In the context of these general conditions of sale, the terms listed below must be understood as having the following meaning:

Supplier

The company 2B Minerals S.r.l., C.F./P.IVA 02364590352, with registered office in Campogalliano (MO), in Viale Europa n. 81

Customer

Any natural person or any legal person who purchases goods from the Supplier or who enter into negotiations with the Supplier to reach the stipulation of the sale concerning the products marketed by the same Supplier

Set off

Supplier and Customer

Contract

Agreement concerning the sale of the Supplier's Products

Products

Only one or even more goods marketed by the Supplier.

Third parties

Subjects unrelated to the sale stipulated by the Supplier and the Customer

Article 2 - APPLICATION OF THE GENERAL CONDITIONS AND THEIR ENFORCEABILITY

These general conditions of sale concern each purchase order placed by the Customer, concerning the Supplier's Products.

The creation and signing of the purchase order by the Customer implies the unreserved acceptance of these general conditions of sale.

The Parties agree that no agreement and/or condition, constituting a derogation and/or modification and/or integration of these general conditions of sale, can prevail over the latter in the absence of the express written consent of the Supplier.

Article 3 - PURCHASE ORDER ACCEPTANCE

Unless specifically agreed, the Customer's purchase orders must necessarily be approved in writing by the Supplier.

Upon acceptance of the purchase order, the Customer is always required, also in compliance with the provisions of these general conditions, to purchase the Products in compliance with the total quantity ordered and in compliance with the agreed price.

Article 4 – DELIVERY, ASSUME OF THE RELEVANT RISK AND DISPUTE OF DEFECTS

Unless otherwise agreed in this regard, the Customer, from the moment in which the Products are delivered, assumes all risks linked to the direct availability of the Products themselves.

The Customer must formalize, in express derogation from the provisions and provisions of the civil code, the disputes regarding the methods of delivery of the Products, regarding the nature and quantity of the Products delivered and regarding the existence of faults and/or defects, also pertaining to the quality of the Products, visible and/or directly verifiable and/or immediately

perceptible, in a specific form and in writing by registered letter with return receipt to be sent to the Supplier's headquarters within 48 hours from the delivery of the Products. Failing that, the Customer will be deemed to have lost all warranty rights.

The Customer must formalize, as an express exception to the provisions of the civil code, the disputes regarding the existence of faults and/or defects, also relating to the quality of the Products, which are not visible and/or not directly identifiable and/or not immediately perceptible, in specific form and in writing by registered letter with return receipt to be sent to the Supplier's premises within 48 hours of the discovery, which must in any case intervene no later than 30 days from the delivery of the Products themselves, after which the Customer will be deemed to have lost all warranty rights.

The Customer is not entitled to dispute faults and/or defects, also relating to the quality of the Products, with respect to Products that comply with the samples it has previously approved and accepted or that comply with the quality technical specifications already known and accepted by the same Customer.

In any case, the Customer undertakes, before putting into production the individual Products purchased from the Supplier, to carry out the appropriate technical tests, as imposed by the best technique and/or knowledge and/or experience, aimed at verifying that through the use and/or use of said Products it is possible to carry out the desired production activity without faults and/or defects. Failure to carry out these preventive technical tests will cause the Customer to lose all warranty rights.

Article 5 – PRICE

The Customer must pay the agreed price in compliance with the terms and conditions agreed by the Parties in separate documents.

If the Customer fails to comply with the agreed terms and methods of payment of the agreed price, the Supplier may act directly against him to obtain full collection of the said price, without prejudice to the Supplier's right to suspend further supplies stipulated with the Customer, until he has obtained payment of all amounts due, including expenses and interest.

If the Supplier becomes aware of supervening circumstances and/or situations suitable to prove the insolvency situation of the Customer, the latter shall be considered automatically forfeited, if granted, from the benefit of the term, and the Supplier, against a specific written complaint, may demand immediate payment of the entire price due.

Article 6 - LIABILITY

All liability of the Supplier deriving from the supply of the Products lapses in one year from the delivery of the Products themselves or from the first notification of faults and/or defects, subject to the completion of valid interruptions.

The Customer assumes all responsibility for the case linked to the use and/or use and/or production destination of the Products which have become the subject of the purchase order, undertaking to hold the Supplier harmless and harmless with respect to any question and/or request for payment which, with specific reference to all said securities, were formulated by third parties.

Article 7 – FORCE MAJEURE

If the Supplier is unable, due to force majeure (such as wars, insurrections, pandemics, interruption of production activity, transport interruption, interruption of supply of raw materials) to be able to fulfil the services due to the Customer, the relative contractual obligation shall be considered suspended for the entire duration of the force majeure, except for the right for both parties, should the contractual suspension last for more than three months, to be able to withdraw from the agreement without owing anything to the other party.

Article 8 – COMPETENT COURT

For the interpretation and execution of this contract, the court of Reggio Emilia will be exclusively competent.

Article 9 – PRIVACY

Pursuant to and by effect of Legislative Decree no. 196/2003 and of the GDPR n. 679/2016, the Customer acknowledges having already received from the Supplier the information concerning the use of personal data which he communicated on the occasion of previous purchase orders, as well as acknowledging having received further information relating to the use of data personal data provided with the signing of these general conditions and with the stipulation of the contract to which they must refer, and declares to be aware of all the rights deriving from the aforementioned regulatory sources and gives consent to the processing of such data.

Article 10 – CLOSING RULES

For anything not provided for in these general conditions, the Parties refer, if and insofar as they are compatible with the content of the same general conditions, to the provisions of the civil code at the point of the sales contract.

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The Supplier The Customer

Pursuant to and for the purposes of the provisions and provisions of articles 1341 and 1342 of the Italian Civil Code, the Parties declare in any case to expressly approve the content of these general conditions in each specific article, and in particular the content of the articles: n. 1); no. 2), no. 3), no. 4), no. 5), no. 6), no. 7) and no. 8).

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