

GENERAL TERMS AND CONDITIONS OF HOT DIP GALVANIZING SERVICE

Art. 1 Preamble

Hot dip galvanizing services will be carried out according to the general terms and conditions set out below. Any condition(s) or clause(s) that do not comply with the following will be valid only upon written acceptance by Zincheria Valbrenta (hereafter the Company). The contents of the customer's order, if not in conformity with the general terms and conditions, will be subject to renegotiation. Any extension or modification will therefore be in writing and must be expressly accepted by the Company. Upon order confirmation this general terms and conditions are considered to be fully accepted.

Art. 2 Subject of the Contract

2.1. The subject of the contract consists of the execution by the Company of hot dip galvanizing (hereinafter referred to as galvanizing) of ferrous products supplied by the Customer in exchange for payment of a fee/price.

2.2. Galvanizing process refers to the application of a zinc layer to the product(s) through immersion in a zinc bath, in accordance with UNI EN ISO 1461 standards.

2.3. The Company may provide additional service(s), such as transportation, packing lists, special packaging, and painting, based on a specific price list.

Art. 3 Order(s)

3.1. The Company will provide the galvanizing services upon customer's signature of the offer, which contains all the elements required to proceed with galvanizing, such as identifying codes, quantities, the price and the total value.

3.2. In any case, the delivery of the products by the customer constitutes full acceptance of general terms and conditions as well as any specific offers issued by the Company.

Art. 4 Prices/Quotations

4.1. The quotation for galvanizing services is contained in the Company's offer and/or in the dedicated price list for specific customer(s). Any quotation(s) provided verbally or by phone is only indicative and not binding for the Company.

4.2. In the absence of an approved offer in writing, the price for the galvanizing service is listed in the general price list available upon customer request and displayed at the goods acceptance office at the Company's facility.

4.3. The price/quotation provided is based on the weight of the material after the galvanizing treatment and is expressed in euro/ton.

4.4. The price/quotation(s) may vary: (A) based on the shape(s) or technical characteristic(s) of the material(s), which can only be verified once the goods are at the Company's facility; (B) if the chemical characteristic(s) of the material result in an abnormal increase in the zinc coating thickness; (C) if there is an excessive zinc absorption beyond what is foreseen by sector standards; (D) if the state of the materials and/or their chemical or physical composition requires additional processes beyond the standard treatment.

4.5. In the case of materials with special geometric shapes or characteristics that cannot be accurately quoted at the time of the offer, prices will be determined on a cost basis (unless a sample quotation is provided).

4.6. The price/quotation refers to the galvanizing process only. The price for additional services will be quoted separately.

4.7. In the event of an increase in raw material costs and energy prices exceeding 10%, the Company reserves the right to modify the prices quoted in the offer during the processing of the order, regardless of any agreement already signed.

Art. 5 Materials

5.1. Galvanization is a corrosion protection process for ferrous products, not an aesthetic finishing treatment; the aesthetic characteristics of the products may vary; grayish colors, lighter or darker areas, and shiny zones may alternate even within the same item. Sampling may not be definitive as batches processed afterward may have different aesthetic characteristics. As already indicated at point 4.4(B) the actual thickness of the zinc layer applied depends on the chemical characteristics of the materials, particularly the silicon-to-phosphorus ratio.

5.2. The material must arrive at the Company facility sandblasted and free from any surface contamination. If such issues are detected, the agreed delivery time may be delayed, and any additional processing required for proper pickling will be charged to the customer.

5.3. The materials to be processed must have the necessary holes for venting and zinc flow drainage; if issues related to holes are detected, the agreed delivery times may be delayed.

5.4. Costs incurred for performing operations to make the item ready for galvanizing (venting holes, hooks or other modifications) will be charged to the customer.

5.5. The item(s) to be galvanized must have structural characteristics that allow for proper galvanizing in accordance with UNI EN ISO 14713 standards. The Company is not responsible for (i) deformation or cracking of the base metal or welds, (ii) changes in the mechanical properties of the metal, (iii) changes to the material resulting from rapid heating due to immersion in the zinc bath at approximately 450°C, thermal expansion and contraction, release of tensions accumulated during prior processing of the materials, particularly for assemblies with uneven thicknesses, and insufficient venting holes for drainage and venting.

Art. 6 Delivery Terms and Acceptance of Materials

6.1. Delivery times are indicative and not definitive. The Company is not liable for any direct or indirect damage resulting from delays in the delivery, interruption or partial/total cancellation of the supply.

6.2. The customer must collect the material within the agreed timeframe or, if not specified, as soon as the Company has notified the completion of the treatment.

6.3. Once galvanized, the items are stored outdoor, and the Company declines any responsibility for their custody or potential damage caused by weather and atmospheric events.

6.4. Materials not collected within one month after the notification of "goods ready" will be invoiced in full the following month, even if not collected by the customer. A storage fee of 20 €/ton per month plus VAT (or any fraction thereof) will be charged for collection beyond the first month.

6.5. Any complaint regarding the quantity, type, condition of the good and/or defects, must be detailed in writing and submitted to the Company within 8 days from receipt of the goods by the customer, under penalty of forfeiting the right to make a claim/report.

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Art. 7 Payment

7.1. In the absence of different agreement, payment is due in cash before or upon delivery of the goods.

7.2. Payments are due according to the agreed terms, even in cases of delayed delivery, damage, partial or total loss during transportation, as well as in cases where the goods ready and made available to the customer at the Company are not collected.

7.3. The Company has the right to retain any item in the event of non-payment in full price by the customer, and the customer accepts this clause.

Art. 8 Documentation

8.1. In cases of: a) subsequent painting; b) Declaration of Conformity according to UNI EN ISO 1461; c) Zinc Thickness Measurement Certificate, the customer is required to clearly indicated on the transport document accompanying the goods. The cost of the Zinc Thickness Measurement Certificate will be €15.00 per certificate.

Art. 9 Disputes

9.1. In case of disputes, the exclusive competent court will be the Tribunale di Vicenza.

By accepting these general terms and conditions, the buyer waives any of its own general purchase conditions, whether individually or collectively.

The Customer

Date _____ Signature _____

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the parties expressly declare to approve the clauses:

3.2 Acceptance of general conditions;
4.2 Price;
4.4 Price variation;
4.5 Price on a cost basis;
4.7 Price variation due to cost increases;
5.5 Exemption from liability;
6.1 Delivery terms;
6.2 Terms for goods collection;
6.3 Exemption from liability for custody;
6.4 Storage fee for goods;
6.5 Deadline and forfeiture of the right to claim/report;
7.3 Right of retention;
9.1 Exclusive jurisdiction.

The Customer

Date _____ Signature _____

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