

GENERAL SALES TERMS AND CONDITIONS

DEFINITIONS

Website: OMAG's website, that may be reached at the following URL www.omag-snc.it, is a showcase website. No request or order may be carried out through it.

Vendor: OMAG S.N.C., OMAG, from here on, for brevity's sake.

Customer: Any and all (legal) persons requesting an offer, confirming or transmitting an order, or receiving products and services by OMAG.

Sales Terms and Conditions - STC: Such rules shall apply to any and all sales by OMAG, be they direct or through other channels. The STC must comply with Italian Law. The court of law having jurisdiction where the Vendor is domiciled shall be competent in case of disputes.

Catalogue: Our complete product catalogue, available online for download as well, contains technical information that may change anytime, without previous communication.

Product features: The whole of the information provided by OMAG, both through the website and the catalogue, including product images, may not represent the features of said products perfectly, but rather sport differences in colour, size and accessories.

REQUESTS AND ORDERS

The offer requests and orders must be sent to OMAG by email and include information about products, sizes, quantities and prices. The offers, provided in response to any given request, shall remain valid for a specific, case-by-case duration.

Orders must detail all the elements needed to set up transport and delivery, as well as to issue invoices and manage the relevant payments. Any given order shall be deemed as accepted in all its elements, unless OMAG communicates otherwise within 8 days. Otherwise, any and all modifications and amendments shall be transmitted by email. Should such modifications and amendments be requested verbally or by phone, OMAG may

be considered liable only for the contents of the written confirmations sent to any given Client. In case no written confirmation is present, the Client shall send a written order containing the modifications and amendments which have been agreed verbally.

PRODUCT AVAILABILITY

All orders are subject to product availability. Therefore, in case of supply problems, OMAG reserves the right not to accept any given order. By the same token the Company may request to postpone the delivery of said order, with no further charge for delays or failed deliveries. Although the Vendor always makes every effort to fulfill all orders, it reserves the right to refuse to process orders in any case of extraordinary circumstances that may have arisen.

TRANSPORT AND DELIVERY

The mode of transport and related costs must be agreed upon at the time of any given order. If a courier is chosen for shipping, OMAG may not be held liable for damages and may not be asked to replace or repair any product(s) making up an order, unless such a situation is reported at the time of acceptance of the goods, by affixing on the courier's slip the relevant document, containing formulas such as "Damaged goods, goods accepted but pending a check to control, undamaged package accepted with some reservations" or similar sentences in order to highlight damages or alleged damages. Such a rebuttal must then be transmitted both to the following e-mail address: info@omag-snc.it and to the courier's local premises. Any and all goods shipped to the address provided by a Customer may not justify a non-delivery liability concerning the Vendor if said address does not feature accurate details. Any returns of undelivered goods will be charged to the Customer. The Vendor may not be held liable for any delays or failed deliveries and shall have the right to terminate an order or part thereof, as well as to suspend and defer its execution.



OMAG - Tubi e raccordi per agricoltura e industria

O.M.A.G. s.n.c. di Rag. Visioli Erasmo & C. - Via Cò di Sotto, 15/22 - Fraz. Gramignazzo
43018 Sissa Trecasali (Pr) - Tel. 0521879152 - Fax 0521879055 - Email info@omag-snc.it

PAYMENTS

Payments must be carried out by the Customer according to the times and manner agreed upon in the order.

In case of late payments, OMAG may apply late payment interest and charges. The application thereof has been updated in compliance with the Italian Legislative Decree No. 192 issued on November 9, 2012, as well as with the Italian Law Decree No. 1 issued on January 24, 2012, converted with amendments by the Italian Law No. 27 issued March 24, 2012, and by the Italian Law Decree No. 51 issued on May 5, 2015. The interest rate for late payments for the 1st half of 2024, including the relevant surcharge, amounts to 12.50% (pursuant to the Communication by the Italian Ministry of Economics and Finance, published on issue 12 of the Official Journal of the Italian Republic, dated January 16, 2024). OMAG may also decide to suspend any pending orders and block further deliveries, in this case forfeiting any penalties previously accepted by OMAG concerning delivery constraints.

It is also at OMAG's discretion, even after the balance of the amount due has been paid, to decide whether or not to continue the supply relationship. It may also decide to request payments in advance as needed.

PRICES

All product sales prices are in Euros (€), refer to the individual product and do not include VAT. Likewise, prices do not include packaging, transportation, taxes and other ancillary charges that must be requested and agreed upon when ordering. In particular, concerning transportation, prices are always ex-works in OMAG, as well as in the plant based in Sissa Trecasali, Parma, Italy, loc. Gramignazzo Via Co' di Sotto, 15/22. Transportation costs are to be borne by the Customer and, if agreed, may be advanced by the supplier through a specific charge within the invoice. The Vendor reserves the right to change its prices at any time. The price in force at any given moment will be provided upon any request for quotation or any e-mail order. The prod-

ucts shall be deemed as owned by the Vendor until the amount due is settled in full.

INTELLECTUAL PROPERTY

OMAG shall retain all intellectual property rights to the products offered for sale directly, through the catalogue, or presented on the website that may be reached at the following URL www.omag-snc.it especially concerning models, images, product features and specifications, and other information that both the Customers and the visitors to the website may access. Copying, selling, seizing or otherwise sharing any and all images that may be viewed on the website without OMAG's prior written permission is forbidden. Any such violation shall be punished in compliance with the applicable laws.

WARRANTIES

OMAG shall be liable for any lack of conformity -according to the relevant legal warranty- which may appear within the term of one year after the goods have been delivered to any one of its Customer, in the case of Distributors as well.

The warranty does not cover any and all damages resulting from natural wear and tear or improper use. Likewise, the warranty herein does not cover the products and accessories (such as seals) subject to decay and wear and tear.

The Customers may no longer invoke any of their rights, should they fail to report to the Vendor any and all patent defects within eight days since such defects have been discovered. In case of any and all patent defects, the Customer may agree with OMAG, alternatively and free of charge, to repair or replace any purchased product, or to benefit from a reduction in the purchase price, unless the request is objectively impossible to meet or proves to be excessively heavy on the Vendor.

The Customer may notify OMAG of any complaints or requests for support by sending e-mail to the following address: info@omag-snc.it.

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