

## 1. Sphere of application

1. These general terms and conditions of sale (the “General Terms and Conditions”) exclusively govern the sales of Antal S.r.l. (for the sake of brevity hereinafter referred to as “Antal”) to its customers (for the sake of brevity hereinafter referred to as “Customers”/“Customer” - and jointly, Antal and the Customers, the “Parties”) for the supply of deck equipment for sailing boats (for the sake of brevity hereinafter referred to as the “Products”). These General Terms and Conditions take precedence over any general or specific terms and conditions of purchase of the Customers and form an integral and essential part of all purchase orders confirmed by Antal, unless expressly envisaged otherwise for a specific order. In this case, the specific regulations to be agreed between the Parties shall apply to the extent not expressly departed from.
2. The Customer waives the application of their own general and specific terms and conditions of purchase, which shall in any case be deemed ineffective between the Parties.
3. Any other, different and additional terms and conditions shall be ineffective, as shall any amendment and/or addition to these Terms and Conditions made by the Customer, unless expressly accepted in writing by Antal. In the event that during the course of the business relationship a written acceptance is received from Antal by way of departure to amendments and/or additions to these Terms and Conditions, the amendments and/or additions shall be understood to be limited to the specific order for which they are agreed.
4. These Terms and Conditions shall also apply even if they are not expressly referred to and endorsed in the order confirmation. They are published for this purpose on Antal’s website [www.antal.it](http://www.antal.it).
5. These Terms and Conditions are effective until expressly revoked by Antal or replaced by new General Terms and Conditions.
6. With regard to all matters not governed by these General Terms and Conditions, the provisions of the Italian Civil Code on buying and selling shall apply.

## 2. Order acceptance Finalisation of the sales agreement

1. Any offer made by Antal to a potential Customer is valid for the period indicated in the offer itself (hereinafter the “Offer”). This Offer is not binding on Antal and is subject to confirmation by Antal upon receipt of the Customer’s order. The orders shall be understood to be valid and affective only if made in writing. The individual sales agreement (hereinafter the “Agreement”) is concluded with the acceptance of the order by Antal (hereinafter the “Order Confirmation”), acceptance which can take place by means of written communication or by conclusive facts with the simple beginning of the execution of the order which will be disciplined by these General Terms and Conditions. In this case Antal may inform the Customer that it has commenced its services, without this implying acceptance of and/or compliance with any contractual conditions proposed by the Customer. The non-acceptance of an order sent by a Customer will not expose Antal to any liability nor give the Customer the right to make any claims whatsoever against Antal.

Antal, without prejudice to the finalisation of the agreement as described above, reserves itself the right to ask the Customer to confirm receipt of the Order Confirmation by e-mail within 3 business days of receipt thereof. After the aforementioned period has expired in vain, the Customer may not object to or claim anything on any grounds whatsoever.

2. Any non-compliant acceptance of the order shall be considered as a counter-proposal that shall be deemed accepted by the Customer if not challenged within a period of 3 consecutive calendar days from its receipt, without the Customer being able to object to or claim anything on any grounds whatsoever after this deadline.

3. Any amendments to the Agreement proposed by the Customer shall not apply, even partially, unless expressly accepted in writing by Antal.



### Antal Srl

Via del Progresso 10, 35127 – Padova (Italy)  
(+39) 049 8701265 / [antal@antal.it](mailto:antal@antal.it) / [www.antal.it](http://www.antal.it)  
Capitale sociale 50.000 Euro int. vers. / C.F. e P.IVA 00699000287  
C.C.I.A.A. 130517 / M. export PD022283

### Decreto Lgs. 196/2003 - Art. 13

A seguito informativa verbale Vi confermiamo che i Vs. dati personali vengono trattati da Antal Srl nel pieno rispetto della normativa per esigenze contrattuali e di legge.

4. No cancellation of the order by the Customer is permitted, once it has been accepted by Antal; however, Antal reserves itself the right to accept any requests for cancellation and, in this case, Antal reserves itself the right to retain any advance on the purchase price already paid by the Customer, by way of a non-repayable deposit pursuant to and for the purposes of Article 1386 of the Italian Civil Code as consideration for cancellation, without prejudice in any case to compensation for any further damages suffered.

5. In the event of changes to the Products agreed between the Parties after the date of conclusion of the Agreement the delivery deadline shall be automatically extended by the period necessary to prepare such changes.

### 3. Technical information Customised products

1. Technical information in the catalogue, price lists, brochures, websites or other similar documents is merely indicative and does not bind Antal unless expressly referred to in the Agreement. More details can be found on the product sheets, available at [www.antal.it](http://www.antal.it). Antal, in any case, reserves itself the right to change the technical and size-related parameters of the Products and/or to make any improvements and modifications, including aesthetic ones, that it deems appropriate or necessary, at any time, even after Order Confirmation, without the Customer being able to object to anything for any reason whatsoever.

2. The Customer for whom customised Products have been created guarantees and, therefore, undertakes to indemnify and keep Antal, and/or its employees, officers and agents unharmed, upon first request and all exceptions removed, from any charge, cost and/or expense incurred by the latter and deriving from third party claims of unfair competition or for infringement of industrial or intellectual property rights (including, by way of example, trademarks, patents, models, copyrights or know-how).

3. Unless otherwise agreed in writing with the Customer, Antal shall be the sole owner of any improvements and/or adaptations and/or additions made by it to the drawing or project eventually supplied by the Customer. Such improvements and/or adaptations and/or additions, unless otherwise agreed, may not be used by the Customer either directly or indirectly.

### 4. Delivery

1. The delivery terms are established in the Order Confirmation and are understood to be approximate and non-binding for Antal, unless otherwise agreed in writing. Except in the case of fraudulent intent or gross negligence, any damage compensation for delayed or non-delivery of Products is expressly excluded.

2. In any case, any delays due to causes beyond Antal's control (e.g. delays in deliveries from suppliers, difficulties in procuring raw materials and components, etc.) are not attributable to Antal.

3. Delivery times are counted in business days and start from the date of Order Confirmation. Unless otherwise agreed, the Products will be delivered in standard commercial packaging according to commercial practice for products of the same type.

4. Unless otherwise agreed upon in writing between the Parties, deliveries are made Ex Works (EXW -Incoterms 2020) care of the Antal factory in Via del Progresso 10, 35127 - Padua (PD), Italy.

5. Irrespective of the place envisaged for delivery, if it has been agreed that the transport, or part of it, is to be seen to by Antal, the related risks pass to the Customer with the delivery of the Products to the first carrier: any claims for breakage, deterioration, tampering or missing Products must be reported to the carrier within the legal deadlines envisaged, and Antal must be informed accordingly. If, on the basis of the Agreement, the transport is to be taken care of by the Customer, the latter shall ensure that the courier appointed by them for the transport makes available and delivers to Antal, at Antal's request, all the documentation which may be necessary for the latter for customs or tax purposes.



**Antal Srl**

Via del Progresso 10, 35127 – Padova (Italy)  
(+39) 049 8701265 / [antal@antal.it](mailto:antal@antal.it) / [www.antal.it](http://www.antal.it)  
Capitale sociale 50.000 Euro int. vers. / C.F. e P.IVA 00699000287  
C.C.I.A.A. 130517 / M. export PD022283

**Decreto Lgs. 196/2003 - Art. 13**

A seguito informativa verbale Vi confermiamo che i Vs. dati personali vengono trattati da Antal Srl nel pieno rispetto della normativa per esigenze contrattuali e di legge.

6. In any case in which the Customer, for reasons not attributable to Antal, has not taken delivery of the Products in a timely manner, and in any case in which delivery has not been possible for reasons not attributable to Antal, all the inherent and consequent expenses will remain the sole responsibility of the Customer, along with the risks associated with the same, and the Customer will be obliged to pay Antal all costs incurred for any storage of the goods not collected, without prejudice to Antal's right to compensation for additional damages and without prejudice to Antal's right to request the termination of the Agreement.

7. The Products will have to be inspected and checked on arrival for compliance with the order. Discrepancies, if any, concerning the quantity, sort or type of the Products supplied must always be reported in writing, also by email, within a maximum of 5 consecutive calendar days from receipt, indicating all the details for immediate checking. Once this period has elapsed, the Products will be considered accepted for all purposes. Furthermore, the use and/or installation of Products with apparent defects excludes the possibility of disputes or claims relating to such defects.

## 5. Confidentiality – Intellectual property

1. Each Party undertakes not to disclose, directly or indirectly, and to treat as confidential all technical information, drawings, models, prototypes, formulas and technical or commercial knowledge received from the other Party, even after termination of the Agreement.

2. All printed matter and other documents (price lists, catalogues or other similar documents, also in computer and digital format) relating to the Products are the exclusive property of Antal. Their reproduction, including partial, is forbidden unless authorised in writing by Antal in advance.

3. The Customer acknowledges and agrees that Antal is the owner of all the Intellectual Property rights relating to the Products as defined below. With the exception of the right to use Antal's Intellectual Property in connection with the purchase and use of the Products, the Customer has no right or licence to any intellectual property of Antal itself.

4. For the purposes of these General Terms and Conditions, "Intellectual Property" shall mean any patents, know-how, trademarks, internet domain names and copyrighted material, including, by way of example, technical drawings and service manuals.

## 6. Price, terms e methods of payment

1. The prices of the Products are indicated in the Order Confirmation.

2. The Products will be supplied at the price emerging from Antal's price list in force at the time the order is accepted, net of any discounts applied; The price list may be subject to periodic changes at Antal's discretion. All the prices indicated on the price list are understood to be in Euro, and exclusive of VAT and any customs duties, taxes or levies. Any other ancillary costs/services, such as transport, packaging, insurance, testing, certificates and other documents, shall be borne by the Customer, unless otherwise agreed in writing between the Parties. Unless otherwise agreed, prices are for Products packaged according to sector standards in relation to the agreed means of transport, it being understood that any other expenses or charges shall be borne by the Customer. The price will have to be paid on the due date agreed between the Parties as and when appropriate.

3. Payments terms and formalities are likewise indicated in the Order Confirmation or in a separate agreement between the Parties.

4. In the event of delayed payment by the Customer with respect to the established terms, Antal shall charge the Customer, without the need for any notification, interest for late payment at the rate specified in Article 5 of Italian Legislative Decree 231/2002.

5. The Customer may neither suspend nor delay payment, not even in the event of a dispute (solve et repete/estoppel clause). The possibility of offsetting Antal's claim for the price of the Products against any present or future



### Antal Srl

Via del Progresso 10, 35127 – Padova (Italy)  
(+39) 049 8701265 / antal@antal.it / www.antal.it  
Capitale sociale 50.000 Euro int. vers. / C.F. e P.IVA 00699000287  
C.C.I.A.A. 130517 / M. export PD022283

### Decreto Lgs. 196/2003 - Art. 13

A seguito informativa verbale Vi confermiamo che i Vs. dati personali vengono trattati da Antal Srl nel pieno rispetto della normativa per esigenze contrattuali e di legge.

claims of the Customer vis-à-vis Antal is also excluded, without the Customer being able to raise any objection on any grounds or for any reason whatsoever.

5. In the event of non-fulfilment or inexact fulfilment by the Customer of these General Terms and Conditions and/or the Agreement, as well as in the event of payment difficulties or should the Customer's solvency guarantees change or cease, Antal, at its sole discretion, has the right to: a) suspend the supply and make delivery of the Products conditional on the provision of adequate payment guarantees; or b) cancel the orders in progress; or c) request immediate payment for the supply, pursuant to Article 1186 of the Italian Civil Code, without prejudice to the Customer's liability for damages caused and without prejudice to any other remedy envisaged by law.

## 7. Warranty

1. The Products are guaranteed, within the limits of their respective technical specifications, against defects in material and/or workmanship for a period of three (3) years from delivery of the Product to the Customer (hereinafter the "Warranty Period").

2. The warranty only applies to the Customer and only entails the free repair or replacement - at Antal's discretion - of the defective parts, to be carried out Ex Works (EXW - Incoterms 2020) care of Antal's factory within the technical timescales normally required. To this end, the Customer, if requested in writing by Antal, must return the defective parts Delivered Duty Paid (DDP - Incoterms 2020) to Antal at its own expense, together with a report containing all the data necessary for the identification of the related batch and the date of delivery, as well as a description of the defect found. In all cases, the Customer will be responsible for their own assembly and dismantling costs in situ. This warranty is limited to the Product supplied and does not include any liability or obligation with respect to the removal, reworking of components, replacement of structures or other parts of any equipment required to repair or remove the Product.

3. Any parts replaced by Antal will be covered by warranty for a period equal to the remaining warranty period of the product to which they relate.

4. Without prejudice to the provisions of Article 4.7, Product defects must be reported in writing by the Customer to Antal within 8 consecutive calendar days as from their discovery, and in any case no later than the Warranty Period indicated above: in the absence of such a report within the period indicated above, the Customer shall forfeit the right to claim any defects. After the expiry of the Warranty Period no claims can be made against Antal.

5. Antal shall not be liable for the non-compliance of the Product with the above warranty in any of the following cases (hereinafter "Warranty Exclusions"): (a) the Customer makes further use of the Product after having reported a defect as envisaged above; (b) the defect occurs as a result of the Customer's failure to comply with Antal's oral and/or written instructions on the transport, storage, installation, use and maintenance of the Products or (in the absence of these) with the commercial practice relating to the same; (c) the defect occurs as a result of Antal having followed any drawing, design or specification provided by the Customer; (d) the Customer directly and/or via a third party works, installs, alters or repairs the Product without Antal's prior written consent; (e) the defect arises as a result of normal wear and tear, including oxidation, deliberate damage, negligence, or abnormal storage or working conditions or environment, including by way of example but not limited to temperature or humidity, negligent installation or installation carried out in environments which do not comply with the specifications communicated by Antal, or Force Majeure Events (as defined in clause 8). Furthermore, Antal declines all responsibility for any damage which may, directly or indirectly, derive from failure to comply with all the instructions indicated in the documentation accompanying the Product, and in particular those relating to warnings with regard to installation, use and maintenance.

6. No other form of express or implied warranty, other than that envisaged by this clause 7, may be invoked by the Customer, as the obligations undertaken by Antal to repair or replace Products in the hypotheses and under the conditions established herein are all-embracing and in lieu of the warranties or responsibilities envisaged by law. Any liability of Antal is therefore expressly excluded, except in cases of fraudulent intent or gross negligence. In particular, no compensation and/or indemnification may be claimed for damages, direct or indirect, of any nature whatsoever resulting from the non-use or limited use of the Products.



### Antal Srl

Via del Progresso 10, 35127 – Padova (Italy)  
(+39) 049 8701265 / antal@antal.it / www.antal.it  
Capitale sociale 50.000 Euro int. vers. / C.F. e P.IVA 00699000287  
C.C.I.A.A. 130517 / M. export PD022283

### Decreto Lgs. 196/2003 - Art. 13

A seguito informativa verbale Vi confermiamo che i Vs. dati personali vengono trattati da Antal Srl nel pieno rispetto della normativa per esigenze contrattuali e di legge.

7. Without prejudice to the binding legal provisions, Antal's overall liability vis-à-vis the Customer for any damage, loss, cost, expense, claim, action arising from, or consequent to the execution or non-execution of any provision of these General Terms and Conditions or the Agreement (a) shall be limited to the actual damages which are a direct and immediate consequence of the execution or non-execution of any provision of these General Terms and Conditions or the Agreement by Antal and, therefore, any liability of Antal for loss of profit and consequential, indirect or immaterial damages is excluded; and (b) shall in no event exceed as a total amount the purchase price pursuant to the specific Agreement to which the claim pertains.

8. Without prejudice to the binding legal provisions, Antal shall in no event be liable vis-à-vis the Customer, whether at contractual level or due to tort (including negligence), or for breach of legal obligations or false declaration, or otherwise, for any loss of profit or loss of goodwill or loss of business or loss of business opportunities, or for special, indirect or consequential damages, arising on the basis of or in connection with these General Terms and Conditions or any Agreement.

## 8. Force majeure

1. Without prejudice to the Customer's payment obligations, which shall in any case be fulfilled on the contractually established due dates, no event representing breach of these General Terms and Conditions shall give rise to contractual liability or compensation for damages, if it depends on the occurrence of a force majeure or fortuitous event (such as, by way of example but not limited to, strikes, fatalities, epidemic, pandemic, embargoes, armed conflicts, government measures or of any other national or supranational authority, interference by military or civil authorities, terrorist acts, riots and civil disturbances, sabotage, fire, also if intentional, and any other case of force majeure or fortuitous event envisaged by the applicable rules), the action of which is such that it exceeds the limits of foreseeability and control reasonably attributable to the Parties, and without the negligent conduct of the party prevented from performing having contributed to the fulfilment of that action. The Party claiming exemption from liability shall inform the other Party as soon as possible after it has become aware of the impediment and its effect on its ability to perform its obligations, the existence of this impediment, as well as the effects of the same on its ability to meet its commitments. A similar communication must be made as soon as the cause for exemption from liability ceases to exist.

2. In the event that a case of force majeure or fortuitous event that prevents the fulfilment of the existing contractual relationship persists for more than 5 consecutive calendar weeks, each Party shall be entitled to terminate said relationship by sending the other Party a communication to that effect by registered letter with advice of receipt or by international courier.

## 9. Export control provisions

1. The Customer unconditionally and irrevocably agrees to comply at all times with all applicable national, international and local laws, orders, rules and regulations in all pertinent jurisdictions, including, but not limited to, laws governing the import and export of goods, services or technology (hereinafter referred to as the "Laws"). The Customer also undertakes not to export, re-export, transfer, sell, resell, ship or divert, directly or indirectly, any Product, technology, or service provided by Antal to any company, country, entity or person in violation of the Laws. By way of example, the Laws include, but are not limited to, all applicable sanctions, embargoes, government orders and policies in all pertinent jurisdictions that control the transmission or shipment of goods, services or technologies.

2. Antal's obligation to fulfil the Agreement in question is subject to the condition that fulfilment is not precluded by any impediment arising from Laws or embargoes or other sanctions. Antal shall not be liable vis-à-vis the Customer for any non-fulfilment or breach, in full or in part, of Antal's obligations (including delays in delivery or cancellation of orders or the Agreement), arising out of or associated with the application of the Laws and the Customer shall not be entitled to claim any compensation or reimbursement for any damages or any other costs arising out of such non-fulfilment and/or termination.



### Antal Srl

Via del Progresso 10, 35127 – Padova (Italy)  
(+39) 049 8701265 / antal@antal.it / www.antal.it  
Capitale sociale 50.000 Euro int. vers. / C.F. e P.IVA 00699000287  
C.C.I.A.A. 130517 / M. export PD022283

### Decreto Lgs. 196/2003 - Art. 13

A seguito informativa verbale Vi confermiamo che i Vs. dati personali vengono trattati da Antal Srl nel pieno rispetto della normativa per esigenze contrattuali e di legge.



3. The Customer shall promptly provide Antal with complete and accurate information and documents, as necessary to ensure compliance with the applicable Laws, including, by way of example but not limited to, the end user, end use and country of destination of the Products supplied by Antal, in the format requested by Antal.

4. The Customer agrees, at Antal's request, to release and keep Antal unharmed from any claims, demands, costs, fines, penalties, fees, expenses, damages (including reputational damage) or losses, including reasonable fees, expenses and disbursements of legal counsel, arising out of the Customer's failure to comply, whether intentional or unintentional, with the preceding points.

## 10. Final provisions

1. The fact that Antal does not enforce the rights envisaged by the General Terms and Conditions or individual Agreements shall not be considered as acquiescence or waiver of enforcing the right or provision violated, nor shall it preclude Antal from subsequently enforcing such rights or faculties, or any other rights or faculties envisaged in its favour under these General Terms and Conditions.

2. The Parties expressly acknowledge that under no circumstances, not even due to conclusive facts, may the continuous and repeated sales of the Products by Antal grant the Customer an exclusive right or give rise to a sales concession, distribution, agency or collaboration relationship on any other grounds.

3. These General Terms and Conditions are drawn up in the original Italian version and translated into English; in the event of discrepancies, the Italian version shall prevail.

4. If at any time one or more of the provisions of these General Terms and Conditions should prove invalid or void, this shall not affect the validity of the other provisions, which shall remain valid and effective.

## 11. Applicable law and jurisdiction

1. The General Terms and Conditions and all sales agreements finalised between Antal and the Customers are governed by Italian law, with the exclusion of the 1980 Vienna Convention on contracts for the international sale of goods (CISG) and the conflict of law rules.

2. The Padua (Italy) Court shall have absolute and exclusive jurisdiction for any disputes arising out of or in connection with the General Terms and Conditions and/or the individual Agreements.

3. To the extent permitted by law, if Antal prevails in any legal action, arbitration or other proceedings relating to or in any way connected with these General Terms and Conditions or the Agreement, the Customer shall reimburse Antal for the reasonable legal fees, court costs, litigation expenses and any other costs Antal incurs in connection with such proceedings, including, by way of example, recovery costs. This compensation is added to any other compensation to which Antal has the right.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that they have carefully read and specifically approve the following clauses of the above General Terms and Conditions: 1.2 (waiver of Customer conditions) 2.2 (non-compliant acceptance) 2.4 (order cancellation - penalty) 2.5 (amendments after the finalisation of the agreement) 3.1 (technical parameters and information); 3.2 (customised products); 4.1 (exclusion of liability for delivery delays); 6.4 (restriction on raising objections); 7.5 and 7.6 (warranty exclusion - exemption from liability); 7.7 and 7.8 (limited liability); 9.2 (exclusion of liability); 11.2 (Applicable law and jurisdiction).



### Antal Srl

Via del Progresso 10, 35127 – Padova (Italy)  
(+39) 049 8701265 / antal@antal.it / www.antal.it  
Capitale sociale 50.000 Euro int. vers. / C.F. e P.IVA 00699000287  
C.C.I.A.A. 130517 / M. export PD022283

### Decreto Lgs. 196/2003 - Art. 13

A seguito informativa verbale Vi confermiamo che i Vs. dati personali vengono trattati da Antal Srl nel pieno rispetto della normativa per esigenze contrattuali e di legge.