



SALES AGREEMENT

The terms and conditions of this sales Agreement are agreed between HANSA TMP s.r.l., having its principal place of business in Via Martin Luther King 6, Modena, Italy, hereinafter also "the Supplier" and **GALUAL CO. LTD**....., having its principal place of business in **BUSAN CITY SOUTH KOREA**....., hereinafter also "the Buyer"

ART. 1 - Scope

- 1.1 The Parties agree that all the sales of Products indicated in each order confirmation by the Supplier to the Buyer are subject to the terms and conditions indicated in this Agreement.
- 1.2 Any condition contained in the Buyer's order shall not apply if not confirmed in the Supplier's order confirmation.
- 1.3 The Parties are free to depart from all or part of these terms and conditions provided that the different terms and conditions are agreed in writing.
- 1.4 This Agreement shall not be intended to be a distribution agreement.

Article 2 Offer, documentation and acceptance of orders

- 2.1 The Agreement is binding after the Supplier's order confirmation is sent to the Buyer. Supplier's offer is valid for the delivery date indicated in it and exclusively for the quantity indicated in it. Any modification in the quantity required may imply different price and different terms of delivery.
- 2.2 If the order refers to a long time supply, the Buyer shall indicate the calendar, the quantity and place of delivery of each order and the number of batches or quantity for each partial supply.
- 2.3 All technical advice, figures, numbers etc. supplied by the Supplier constitute an approximate guide and shall only be binding insofar as these have been explicitly confirmed in writing by the Supplier. The Supplier is entitled at any time to modify the Products provided that he informs the Buyer if the modification may impact on installation. If Buyer requires any modification to the Products the modification will be agreed with the Supplier provided that the price and term of delivery are renegotiated.
- 2.5 The Supplier retains all ownership rights and copyrights pertaining to cost estimates, drawings and other documentation whether supplied during negotiation or later after the order acceptance. These documents, as well as other information, insofar as they are not public domain, must not be utilized or made available to third parties without the Supplier's consent.
- 2.6 Already during the negotiations, the Buyer shall indicate in writing any load condition that falls outside the realm of the ordinary, any intended use of a special nature as well as any increased risks that could arise. Further, the Buyer shall inform the Supplier of any rules, standards or certifications and labels to be complied with, being intended that otherwise the rules in force in the Country of the Supplier shall be considered in conformity and compliant with the order.
- 2.7 The Buyer shall timely procure all licenses and import documents that may be required for the importation of the product in the Country of destination.
- 2.8 The minimum amount of an order is € 300,00.

Article 3 Prices and payment

- 3.1 Price is determined as per art. 2.
Prices are indicated in the order confirmation by Supplier. All prices indicated by the Supplier refer exclusively to the net price of the Product if it is not expressly stated differently.
Unless explicitly agreed otherwise, all prices provided by the Supplier are intended in Euro, and if not differently agreed, any order received is intended for ex-works (ICC incoterms 2020) delivery. Prices are exclusive of Italian VAT and exclusive of any other costs such as – but not limited to – transport costs, packaging costs, taxes and duties, custom duties. The project of the system, special tests, handbooks and training, as well as assistance to the commissioning and all services or obligations not expressly listed herein are not included in the price.
If not differently indicated, installation is not included and any reference to installation made in this Agreement applies only if installation is agreed in writing by the Parties.
Any price or delivery term adjustment for any reason whatsoever shall bind the Supplier only if confirmed in writing by Supplier.
- 3.2 Except as otherwise from time to time agreed upon in writing by the Parties and documented in the order confirmation sent by Supplier, payment of Products purchased by the Buyer hereunder shall be made by bank transfer in advance.
- 3.3 Any document required by a letter of credit, if such payment is agreed, shall be in compliance with the pro-forma invoice sent by the Supplier and any letter of credit shall be issued and confirmed by banks accepted by the Supplier.
- 3.4 The construction of the Products shall not initiate until the advance payment or instalment due, when required by Supplier, is in full credited on the bank account of the Supplier.
- 3.5 Any additional work, changes or any other requirements the Buyer may ask for or that may be made necessary for any reasons beyond the Supplier's control and not specified in the Contract, shall be invoiced separately in accordance with the tariffs of the Manufacturer's Association **Federterc** (<https://federterc.it>) at the time the work is carried out. Likewise, any changes to drawings or need to repeat drawings or to produce new drawings, whether partial or not, shall be invoiced separately, according to the remuneration for the engineering work.

Modena, 02.NOV., 2020

