

# Sales Terms and Conditions

Last Updated: March 2026

**These Sales Terms and Conditions ("Terms") govern all commercial activities, supplies, deliveries, and services provided by Precitools (the "Seller", "we", "us", or "our"). These Terms are officially published on our website and apply to all offers, quotations, orders, and contracts concluded by the Seller.**

**“Products’ or “Goods” means the articles and products supplied by the Company, which are the subject of these Terms and Conditions.”**

Any terms and conditions of the customer that differ from or conflict with these Terms, whether in whole or in part, shall apply only if expressly accepted by the Seller in writing. Any other conditions shall be deemed rejected and shall not be applicable or binding, even if reference is made to them or they are contained in orders or any other documentation originating from the Customer.

The official and most recent version of these Terms is available at: <https://www.precitools-it.com/sales-terms-conditions.htm>

The Seller reserves the right to amend, update, or replace these Terms at any time without prior notice. Customers are responsible for reviewing the latest applicable version before placing any order.

## 1. General Terms

### 1.1. Personal Data Processing / Privacy

The customer, buyer, or potential customer (the "Customer") authorizes the Seller to collect, process, and store personal data, including identification and business-related information, provided by the Customer through paper documents, electronic means, or telephone communications.

Such data shall be processed exclusively for purposes related to the preparation of offers, order execution, contractual performance, invoicing, delivery, and related commercial and administrative activities. Personal data shall be processed in accordance with applicable data protection and privacy laws. Personal data should be transferred to third parties for the following reasons: identification of end-user for subsuppliers and identification of contact person for transport and courier companies for contact regarding the delivery. We do not transfer the personal data to third companies for any marketing purposes.

The Seller commits to processing personal data lawfully, fairly, and transparently, limiting data collection to what is strictly necessary for the stated purposes, and ensuring that such data is accurate and up to date. Data processing shall be carried out solely by authorized and trained personnel and shall be subject to appropriate confidentiality and security measures. The Seller processes personal data of the Customer and its representatives in accordance with the Seller's Privacy Notice, for purposes related to the performance of this order, including invoicing, delivery, and contractual administration. No separate consent is required.

Further information is available in the Seller's Privacy Notice: <https://www.precitools-it.com/privacy-notice-business.htm>

### 1.2. Confidentiality

All information contained in the Seller's offers, quotations, proposals, or other commercial communications, including but not limited to prices, discounts, price structures, product codes, calculations, and commercial conditions, is confidential and intended solely for the recipient identified in the document header.

Such confidential information may not be disclosed, forwarded, or made available, in whole or in part, to any third party without the Seller's prior written consent. Publicly available information shall not be considered confidential and may be freely used by the recipient.

## 2. Offer conditions

### 2.1. Offers

The Seller's offers may be issued in various written forms, including but not limited to:

- formal quotations on company letterhead;
- signed or digitally signed quotations;
- email communications containing price indications;
- commercial proposals or other digital correspondence containing price indications.

(collectively referred to as an "Offer").

All Offers are non-binding and shall not constitute a legally binding obligation. An Offer shall become binding only upon the Seller's written confirmation through issuance of a proforma invoice specifying product specifications, prices, and delivery terms.

Unless expressly stated otherwise, all Offers are subject to these Terms.

### 2.2. Value Added Tax (VAT)

For deliveries within Italy, prices are subject to Italian VAT at the standard rate of 22%, unless otherwise stated. VAT is shown separately in the Offer. If VAT is not explicitly stated, all prices shall be deemed VAT-exclusive.

For supplies within the European Union, VAT at 0% may apply only to companies, sole proprietors, or other taxable entities holding a valid EU VAT number registered in the VIES database. If the VAT number is invalid or not registered, Italian VAT at 22% shall apply.

For supplies outside the European Union, VAT at 0% applies only to companies and legal entities with a valid registered VAT number in their country of establishment and subject to proper export documentation and customs clearance.

VAT exemption at 0% shall be subject to proof of lawful export. Unless otherwise agreed, the Seller shall handle export formalities.

### 2.3. Offer Validity

Unless otherwise expressly stated in the Offer, validity periods shall be as follows:

- 15 business days for prices relating to goods and packaging;
- 20 calendar days for production, manufacturing, or preparation time ("Preparation Time");

- 3 business days for transportation and delivery prices and conditions.

#### **2.4. Errors and Right of Correction**

All Offers are prepared manually and may contain errors, including but not limited to technical descriptions, product specifications, materials, dimensions, article codes, or prices.

Until an order is confirmed by the Seller, the Seller reserves the right to correct, amend, withdraw, or cancel any Offer, in whole or in part, without liability. Offers remain non-binding until written confirmation by the Seller.

The Customer is responsible for verifying all details of the Offer and may request clarification at any time prior to order confirmation.

The Seller reserves the right to modify article codes or markings at any stage, provided that the technical and commercial characteristics of the ordered goods remain unchanged.

#### **2.5. Technical Specifications**

Technical specifications may be modified without prior notice, provided that the essential characteristics and performance of the products are not affected.

If the Customer requires confirmed technical specifications, such requirements must be expressly stated in writing at the time of order and included in the Seller's proforma invoice.

#### **2.6. Preparation Time**

Preparation Time refers to the period required to prepare goods for shipment, including packaging and readiness for handover to a courier or transport company.

Preparation Time may be expressed in calendar days, business days (Italian working days excluding Saturdays, Sundays, and public holidays), weeks, or business weeks. The month of August is excluded from Preparation Time due to customary holiday periods in Italy. In the event that any additional documentation is required, including but not limited to a Certificate of Origin, the preparation period may be extended for such additional time as is reasonably necessary to prepare and issue the required documentation.

Preparation Time shall commence upon receipt of cleared payment by the Seller. Initiation of a bank transfer by the Customer shall not be considered payment until funds are credited to the Seller's account.

Where, prior to preparation and/or manufacture, technical drawings, layouts, or similar documentation are required to be reviewed and approved by the Customer, the preparation time shall commence only upon the Seller's receipt of the Customer's written acceptance of such drawings, irrespective of whether payment has been received earlier.

The Seller may require additional time to prepare such drawings for submission and approval. As a general indication, the preparation of drawings may require from one (1) to two (2) business days up to one (1) business week, depending on the complexity of the project. Such time shall not be included in the preparation time for the goods.

Preparation Time is indicative and non-binding. Delays may occur due to supplier delays, material shortages, internal production issues, or other circumstances beyond the Seller's reasonable control. In such cases, Preparation Time shall be reasonably extended.

The Seller shall not be liable for any direct or indirect damages, including consequential losses, loss of profit, production downtime, or business interruption, arising from delayed or failed delivery. No penalties shall apply for late delivery. These conditions are actual for the complete document, including the Orders section.

#### **2.7. Delivery and Transportation**

Unless expressly stated otherwise, all prices are Ex Works (EXW) or FCA Italy, from the Seller's or its supplier's premises.

Transportation costs are not included unless explicitly stated as "included" in the Offer. A transport cost of EUR 0.00 indicates that delivery is excluded.

The Seller may use various courier and logistics providers. Unless otherwise agreed, the Seller may select the transport method and carrier within the quoted transportation cost.

#### **2.8. Transportation Time**

Transportation Time is separate from Preparation Time and refers to the period between handover of the goods to the carrier and delivery to the Customer.

Transportation Time is indicative and beyond the Seller's control. The Seller shall not be liable for delays, damages, or losses arising during transportation, including indirect or consequential damages. No penalties apply for delayed delivery.

Partial shipments are permitted unless expressly agreed otherwise in writing, provided that transportation costs are not increased for the Customer.

#### **2.9. Transportation Insurance**

Transportation insurance is recommended for orders exceeding EUR 1,000–2,000. Insurance costs, when applicable, are borne by the Customer and are generally included within transportation charges unless otherwise specified.

The Customer may request detailed information regarding insurance coverage, costs, and deductibles or may decline insurance coverage entirely. If insurance is declined, the Seller's responsibility shall cease upon handover of the goods to the carrier, and all risks of loss or damage shall pass to the Customer at that time.

#### **2.10. Certifications, Reports, and Controls**

Unless expressly stated as included in the Offer, all certifications, declarations, attestations, and supporting documentation — including but not limited to certificates of origin, material certificates, quality certificates, conformity certificates, standards compliance documents, inspection reports, test reports, control reports, or similar paperwork — are expressly excluded from the scope of supply.

If the Customer requires any certification, report, or control documentation to be prepared and supplied together with the goods, the Customer must notify the Seller in writing in advance, prior to order confirmation. The Seller shall verify the feasibility, applicable conditions, lead time, and costs, which shall be quoted separately and borne by the Customer.

The Seller shall not be obliged to provide any documentation other than the standard commercial invoice required for accounting and statutory purposes, unless expressly agreed in writing.

For export and customs purposes, all export invoices issued by the Seller shall include the applicable customs classification (HS code in accordance with the TARIC system) and the country of origin of the goods.

#### **2.11. Exportation within EU Member States**

Exportation to other EU Member States shall be carried out without customs formalities; however, such transactions shall nevertheless be regarded as exports. Transportation within the EU shall primarily be arranged by us, utilizing professional transport companies or courier services. The applicable transportation fee, if any, shall be specified separately in our offers or other payment documents.

All transportation shall be conducted exclusively through professional carriers, who must provide appropriate documentation detailing the transportation route. Direct collection by customers located outside Italy shall not be permitted, except where previously agreed in writing by us, including all agreed-upon terms and required documentation.

#### **2.12. Exportation Outside the European Union**

Exportation to countries outside the European Union requires completion of customs formalities and shall generally be carried out by us, utilizing professional transport companies or courier services to manage both the export procedures and the transportation. Any applicable transportation fee shall be specified separately in our offers or other payment documents.

As a general rule, direct collection by the customer or the customer's transport company shall not be permitted, unless expressly approved in writing by us. In such cases, the customer shall be obliged to present the customs export declaration evidencing the export from the territory of Italy. Any collection by the customer or by a non-professional transport company that does not perform the required export procedures is strictly prohibited.

Where the customer requires additional documentation for customs import procedures in the destination country, beyond the standard commercial invoice and packing list/transport note, the customer shall notify us in advance to allow verification and provision of the necessary documentation.

#### **2.13. Re-export of the goods by the Buyer**

The goods are not supplied for re-export. The Buyer declares that the goods will be used in the Buyer's country of establishment. If the Buyer does not use the goods directly, any resale (unless otherwise agreed in writing by the parties) is permitted solely within the Buyer's country of establishment. No restrictions apply to resale, transfer, or use of the goods within the territory of the European Union.

### **3. Order conditions**

#### **3.1. Order Formalities**

Orders are documented and confirmed by the Seller through issuance of a proforma invoice on the Seller's official letterhead. The proforma invoice includes, where applicable, a description of the goods, quantities, unit and total prices, VAT treatment, additional charges (including packaging, transportation, and other services), and the total order value.

The proforma invoice also specifies the main contractual conditions, including planned preparation time, product information, payment terms, and delivery terms in accordance with Incoterms®. Unless otherwise expressly stated, delivery terms shall be interpreted in accordance with Incoterms® 2020. In the event of inconsistency, the proforma invoice shall prevail, followed by these Terms and Conditions, then any Offer, and finally any Customer documentation.

Payment of the proforma invoice, whether in full or in part, constitutes the Customer's unconditional acceptance of the proforma invoice, the goods described therein, and all applicable conditions outlined in these Terms.

##### **3.1.1. Customer Orders**

Please note that any orders submitted by the customer on the customer's own order form (including any conditions stated therein) are not binding on us by default. Such orders are considered solely as a reference to the order number and do not constitute acceptance of any terms or conditions specified by the customer, including but not limited to: product name, price, delivery date, or any other terms.

Any customer order will be accepted only if expressly confirmed and signed by us, typically via our proforma invoice. In all other cases, the terms stated in our proforma invoice and these Terms and Conditions shall apply.

#### **3.2. Customer Information**

The proforma invoice shall contain the Customer's legal details, including the registered company name, VAT number, registered address, postal code, city, and country.

The Customer is responsible for verifying the accuracy of all details prior to payment. If any information is incorrect, the Customer must notify the Seller immediately to request correction. Payment of the proforma invoice confirms that all Customer and delivery details are accurate and accepted.

Delivery details may differ from the Customer's registered details and must be clearly indicated. In cases of resale or direct delivery to an end user who is not the payer, such delivery information must be specified. The Customer remains fully responsible for the accuracy and completeness of all information provided.

Solely for transportation and delivery purposes, the Seller may request the name of a contact person and a direct telephone number of the individual responsible for accepting the goods at the delivery location, in order to provide such information directly to courier services and transport companies for coordination of delivery and acceptance of the goods.

#### **3.3. Payment Terms**

Unless otherwise expressly agreed in writing, payment shall be made by bank transfer as 100% prepayment of the total order value.

The Seller's bank details are provided in the proforma invoice. Unless otherwise specified, all bank charges, fees, and commissions, including sender, intermediary, and beneficiary bank fees, shall be borne exclusively by the Customer.

Payment shall be considered completed only when the full amount is credited to the Seller's bank account. Pursuant to Clause 2.6, the preparation period shall commence only upon the actual crediting of the relevant funds to the Seller's account. For the avoidance of doubt, the submission of a payment order by the Buyer, including the provision of proof of such payment order, shall not constitute commencement of the preparation period unless and until the funds have been received and credited to the Seller's account.

#### **3.4. Bank Data Verification**

In accordance with applicable EU banking regulations, payers within SEPA countries may verify the name of the beneficiary prior to executing a bank transfer.

Before making payment, the Customer must verify that the beneficiary name corresponds to PRECITOOLS SRLS or PRECITOOLS S.R.L.S. as stated in the proforma invoice. If the beneficiary name cannot be verified or differs, the Customer must contact the Seller immediately prior to executing the transfer.

The Seller shall not be liable for any losses, errors, or improper payments resulting from failure to verify beneficiary details or from payments made contrary to these instructions. The Customer is encouraged to contact the Seller in case of any doubt or discrepancy before proceeding with payment.

### 3.5. Commencement of Preparation Time

If payment is not made in accordance with the terms specified in our proforma invoice, we shall have the right to withhold commencement of the order until full payment is received in accordance with our conditions. Any delay in making the full payment shall be deemed to extend the preparation period by a corresponding duration. We shall not be liable for any delays in order preparation resulting from delayed payment.

For orders with split payments (consisting of an advance payment and a final payment), the preparation period shall commence only upon receipt of the full advance payment as specified in the proforma invoice.

The final payment must be received in full prior to the transportation and handling of the goods by the courier or transport company. We shall not be responsible for any delays in the handling or shipment of goods caused by delayed final payment.

### 3.6. Nature of the Order

An accepted or acknowledged order shall be deemed fixed, irrevocable, and not subject to any change, whether in whole or in part, including modification or cancellation. Goods produced for a specific order are manufactured and marked individually for that order and shall be considered as supplied exclusively to the specific customer under the agreed order conditions, including any tooling or machinery specifications.

The Parties may discuss the possibility of order modifications, subject to appropriate compensation to the Seller; however, the Seller reserves the right to decline any such requests at its sole discretion. **To avoid disputes or misunderstandings, all potential customers are required to verify all relevant information, specifications, and requirements PRIOR to placing any legally binding order.**

### 3.7. Receipt of the Goods

Once the goods have been handed over to the transport company or courier service, we have no control over the conditions of transportation. Therefore, customers are expressly advised that, upon delivery, they must carefully inspect the goods and their packaging. Any anomaly, damage, or sign of tampering must be properly recorded and documented as evidence for any claim against the transport company or courier service. Please note that the existence of insurance coverage does not waive or modify the obligation to verify the condition of the goods at the time of receipt.

The customer must examine the external packaging at the time of delivery. If the packaging is damaged, wet, opened, or otherwise compromised, the customer must document the issue with photographs in the presence of the transport company's or courier service's representative and accept the shipment subject to specific inspection. The courier's representative must clearly record the exact reason for the reservation on the delivery receipt or electronic device (PDA), for example: "accepted subject to inspection due to damaged packaging" or "accepted subject to inspection due to wet packaging." Generic reservations (e.g., "accepted subject to inspection" without details) are not sufficient. The nature of the damage must be clearly and specifically described.

If the representative of the transport company or courier service refuses to add the required notes or to sign the delivery documentation, the customer must either contact us immediately or refuse delivery. Goods must not be accepted without the appropriate specific reservation.

**In the absence of a specific inspection reservation at the time of delivery, the shipment shall be deemed to have been delivered in good condition and without damage. Insurance coverage and/or the transport company or courier service will not reimburse damaged goods where the external packaging is accepted as intact without reservation.**

It is the sole responsibility of the recipient to ensure that a responsible person is present at the delivery location at the time of delivery and to monitor the shipment tracking information. If the recipient is unable to be present, they must ensure that this information is communicated to the person authorized to receive the goods on their behalf.

### 3.8. Limitations of Technology Adaptation Responsibility

Unless explicitly agreed otherwise in writing for a specific order, we do not assume responsibility for the use of our products in achieving the final product with the requested quality, precision, or performance. The verification of whether our products are suitable for the customer's needs and production processes remains the sole responsibility of the customer's engineers, technologists, or R&D specialists.

While we may provide preliminary guidance or theoretical advice to assist the customer, such guidance is informal and non-binding, and the final decision regarding application and use rests entirely with the customer.

Accordingly, we reserve the right to reject any claims related to the achievement of the final product, provided that the technical specifications of our products supplied conform to the agreed specifications.

### 3.9. Use with other products

We accept no responsibility for any inability to use our products, or for their interchangeability, with tooling or holders from other manufacturers unless such use has been expressly confirmed by us in writing. We do not have knowledge of, and cannot anticipate, all the specific ways in which the Buyer intends to use our products or the equipment with which they may be combined; accordingly, we are unable to provide any guarantees or warnings in advance. **To avoid disputes or misunderstandings, all potential customers are required to verify all relevant information, specifications, and requirements PRIOR to placing any legally binding order.**

## 4. General conditions

### 4.1. Commercial Invoice

Unless otherwise agreed in advance for all orders, the commercial invoice will be issued and provided either together with the shipment or within several days after shipment. Commercial invoices are issued in digital format. Accordingly, the customer will receive a PDF copy of the commercial invoice.

For Italy only, commercial invoices are transmitted exclusively through the Sistema di Interscambio (SDI) in accordance with applicable electronic invoicing regulations.

Upon request, the Company can provide a scanned copy of the invoice bearing the Company stamp and an authorized signature; and/or Digital copies with qualified electronic signature of the Company's authorized administrator. If the invoice is delivered by email only, this service is provided free of charge.

If the customer requires original paper copies of the invoice bearing the Company stamp and handwritten signature, the customer must inform the Company at the time of placing the order, specifying: the number of required copies; and the delivery address for invoicing documents. Original paper invoices will be sent by post. All postal and handling costs related to the delivery of original paper invoices shall be borne by the customer.

### 4.2. Advance Payment Invoice

As a standard practice, the Company issues only a commercial invoice for the full value of the goods supplied. If the customer requires an advance payment (pro forma) invoice, this request must be made prior to making the payment.

The customer is required to verify this requirement in advance with its accounting and logistics departments. Once an advance payment invoice has been issued, the Company may issue the subsequent commercial invoice only for the remaining balance not previously declared in the advance payment invoice, and/or for the declared portion of the goods. The customer acknowledges that, in certain cases, the resulting commercial invoice may reflect a zero (0.00) value or a reduced value. Such invoices may not be acceptable for customs clearance purposes in some jurisdictions. The Company shall not be responsible for any delays, customs issues, or additional costs arising from the customer's request for an advance payment invoice. It is the sole responsibility of the customer to ensure that the invoicing structure is acceptable for customs, tax, and regulatory purposes.

#### **4.3. Applicable Law**

For the purposes of these Terms and Conditions, the national laws of the Italian Republic, as well as the applicable laws and regulations of the European Union, shall apply.

In the event that any provision of these Terms and Conditions is found to be contrary to or inconsistent with applicable law, the relevant statutory provisions in force shall prevail. Such invalidity or inconsistency shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions.

#### **4.4. Limitation of the Liability**

To the maximum extent permitted by applicable law, the Seller shall not be liable for any indirect, incidental, consequential, or economic damages, including but not limited to loss of profit, loss of production, or business interruption, arising out of or in connection with the supply or use of the goods.

#### **4.5. Force Majeure**

The Seller shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to supplier delays, shortages of raw materials, transportation disruptions, strikes, governmental actions, or other force majeure events.