



GENERAL TERMS AND CONDITIONS OF SALE – MINELLI USA LLC

Updated November 2025

These General Terms and Conditions of Sale govern all sales of goods by Minelli USA LLC to its customers. Any deviation or modification shall be valid only if expressly agreed in writing by Minelli USA LLC.

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Disclaimer – Nature of Wood Material

Wood is a natural and living material; therefore, each production batch may exhibit minor color or structural variations that fall within the normal and commercially reasonable tolerances of the material. Such variations result from natural factors — including the section of the log, geographic origin, harvesting season, and drying process — and are inherent characteristics of the product, not defects. While Minelli USA LLC maintains strict quality controls throughout all manufacturing stages, it is understood and agreed that natural variations in color, grain, and texture are intrinsic to wood and shall not constitute defects, non-conformities, or grounds for rejection Article 2 of the Uniform Commercial Code (UCC), unless otherwise expressly agreed in writing between the Parties.

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1. Object of Sale

These Terms govern the sale of goods expressly identified in Minelli USA LLC's quotations or order confirmations. Any Buyer terms are hereby rejected unless expressly accepted in writing by Minelli USA LLC.

2. Offers

Unless otherwise stated, offers are valid for sixty (60) days from the date of issue and may be withdrawn or amended prior to acceptance.

3. Prices and Payments

Prices are those indicated in the applicable quotation or order confirmation and are exclusive of transportation, packaging, installation, testing, taxes and other ancillary charges unless otherwise agreed in writing. Prices are not binding: any changes in the cost of raw materials may result in adjustments. Payments shall be made in U.S. dollars in accordance with the terms stated on the invoice. Interest on overdue amounts shall accrue at the maximum rate permitted by applicable law, without prejudice to any other remedy. Unless otherwise agreed between the parties, given that part of the production factors may be remunerated in euros, any fluctuation of the euro exchange rate against the U.S. dollar exceeding 5% occurring between the order confirmation and delivery shall be entirely borne by the Buyer.

4. Orders

All orders must be placed in writing. Minelli USA LLC shall issue a written order confirmation specifying prices and indicative delivery dates. Any amendments, modifications, or cancellations shall be valid only with Minelli USA LLC's prior written consent. Given the specific characteristics of each order, including product features and production volumes, Minelli USA LLC reserves the right to produce up to ten percent (10%) more than the quantities ordered in order to ensure full conformity with the order (taking into account possible breakage, non-conformities, or other production-related factors), and shall notify the Buyer accordingly. The Buyer agrees to purchase any excess quantities resulting from the production process, unless otherwise agreed in writing between the Parties.

5. Multiple-Quantity Products

Certain products are available only in predetermined multiples. Minelli USA LLC may reject orders below such thresholds, especially for special or custom-made items.

6. Payment Terms

Payments shall be made strictly in accordance with the payment terms indicated in the quotation, order confirmation or invoice. Risk associated with payment transmission rests with Buyer. Technical or commercial claims do not entitle Buyer to withhold, set off or delay payments. Seller may suspend deliveries or require advance payment in the event of late payment or adverse credit information.

7. Re-tooling and Restocking Fee

In the event that, due to Buyer order errors, technical specification changes, requests for quantity adjustments, or additional or different processing requirements arising after order confirmation, Minelli USA LLC has already initiated production or material procurement, the Company shall be entitled to charge the Buyer a re-tooling and restocking fee, unless otherwise agreed between the Parties. This fee is intended to cover the costs incurred for materials, tooling, machine setup, production scheduling and logistics already performed, and it may vary depending on the production progress and the nature of the modification. The amount of the restocking fee shall be communicated to the Buyer prior to implementing any change or suspension of production. This provision does not apply to errors or non-conformities attributable to Minelli USA LLC.

8. Delivery; Risk of Loss; Inspection

Delivery dates are estimates only and subject to availability. Unless otherwise agreed, all sales are Ex Works Minelli Plants (Incoterms® 2020). Risk of loss passes to Buyer upon delivery to the carrier. Upon receipt, Buyer shall promptly inspect the goods and notify Seller in writing of any apparent non-conformities within seven (7) days; failure to do so constitutes acceptance, without prejudice to the warranty below.

9. Warranty and Returns for Non-Conforming Goods

Claims for defects or non-conformities must be made in writing within **thirty (30) days of receipt of the goods**. The warranty covers only defects in material or workmanship for a period of **twelve (12) months from delivery**, limited, at Seller's option, to repair or replacement of the defective goods. Returns of non-conforming goods shall be subject to Seller's prior written authorization and must be made within the applicable warranty period. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING



WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Quality Control and Acceptable Quality Level (AQL)

During the sampling or pre-production phase, Minelli USA LLC and the Buyer shall jointly establish inspection procedures and the applicable Acceptable Quality Level (AQL) for the goods. Unless otherwise agreed in writing, inspections shall be conducted on a representative sample of each batch, at a percentage mutually determined based on product type and supply volume. The Buyer's approval of samples or pre-production units shall constitute the acceptance criteria for subsequent production lots and shall serve as the basis for conformity assessment under the warranty provisions of this Agreement. The Parties agree that compliance with the agreed AQL shall define conformity standards for purposes of Article 2 of the UCC. It is further understood that natural color and structural variations in wood, as described in the introductory disclaimer, shall not be considered defects or grounds for rejection under the UCC.

11. Limitation of Liability

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE PAID FOR THE GOODS GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF REPUTATION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

12. Delivery Delays

Seller shall notify Buyer of any anticipated delays and, where possible, provide a revised delivery date. Seller shall not be liable for delays caused by force majeure or Buyer's acts/omissions. Buyer shall not be entitled to damages unless it proves direct loss and was ready to accept delivery on the agreed date.

13. Returns

No goods shall be returned without Seller's prior written authorization. Authorized returns must be made within twelve (12) months of purchase, in original and intact packaging, and accompanied by documentation referencing the original purchase. Transportation costs for returns due to Seller-verified non-conformity shall be borne by Seller; duties and taxes remain with Buyer unless otherwise agreed.

14. Confidentiality and IP

All drawings, designs, software and technical documentation remain Seller's or its affiliates exclusive property and may not be used, copied or disclosed without Seller's prior written consent.

15. Retention of Title; Security Interest

Title to the goods shall remain with Seller until full payment is received. Buyer grants Seller a purchase-money security interest in the goods Article 9 of the Uniform Commercial Code (UCC) and authorizes Seller to file financing statements to perfect such interest.

16. Tooling Cost Contribution

Any amounts invoiced to the Buyer for equipment, molds, tooling, software, or other production instruments shall constitute a contribution toward the related costs and shall not be deemed to convey, assign, or transfer title or ownership of such equipment to the Buyer, unless otherwise expressly agreed in writing between the Parties. All such equipment shall remain the sole and exclusive property of Minelli USA LLC and may be used, at Minelli USA LLC's discretion, for other production runs or customers, unless otherwise expressly agreed in writing.

17. Force Majeure

Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, labor disputes, shortages, transportation failures, or governmental actions, consistent with UCC §2-615. Performance shall be excused for the period of such impediment.

18. Data Protection

Each party shall comply with applicable U.S. federal and state data privacy and security laws, including, where applicable, the North Carolina Identity Theft Protection Act and any industry-standard safeguards for protecting personal information processed under this agreement.

19. Governing Law; Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Catawba County, North Carolina.

20. Final Provisions

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. These Terms supersede any prior or contemporaneous terms and conditions relating to the same subject matter unless otherwise expressly agreed in writing.