

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Definitions

In these General Terms and Conditions of Sale, the terms below shall have the meaning specified for each of them as follows:

- ✓ **“Supplier”:** SALA ITALDADI S.r.l.;
- ✓ **“Customer”:** the entity, natural or legal person, requesting the purchase of products marketed by the Supplier;
- ✓ **“Parties” or “Party”:** the Supplier and the Customer jointly or individually;
- ✓ **“Order” or “Orders”:** the purchase order or orders issued by the Customer to the Supplier;
- ✓ **“Order Confirmation”:** acceptance of the Order by the Supplier;
- ✓ **“Product” or “Products”:** all products offered by the Supplier and described in catalogues, drawings, data sheets, brochures and/or other promotional material;
- ✓ **“General Terms and Conditions”:** the general terms and conditions of sale set out below.

### 2. Scope

The General Terms and Conditions, in the version published on the Supplier’s website, are valid for an indefinite period and apply to any contract (**“Contract”**) concluded between the Supplier and the Customer concerning the Products.

The Customer may not invoke nor object to the application of terms and conditions other than those contained in these General Terms and Conditions.

Therefore, any terms and/or conditions specified in writing by the Customer in the Order, or at any other stage of the contractual negotiation, as well as any of the Customer’s general purchasing terms and conditions, shall have no validity or effect, unless they have been expressly accepted in writing by the Supplier.

In this sense, the performance, even partial, of an Order by the Supplier or any other behaviour on the part of the Supplier shall not apply and cannot be interpreted as tacit or implicit acceptance of any general contractual term and/or condition that has not been expressly signed by the Supplier.

The General Terms and Conditions are valid in relations between the Supplier and an entity who is not a Consumer, for this reason Italian Legislative Decree no. 206 of 6th September 2005 (Consumer Code), as amended, shall not apply.

In the event of discrepancies, what is otherwise agreed in writing between the Parties shall prevail over the provisions of the General Terms and Conditions.

#### 2.1 Marketing the Products

The Products offered by the Supplier may also include items which the Supplier has procured from qualified suppliers. The Customer acknowledges and accepts that the Supplier is neither obliged to declare the circumstance in advance nor to disclose the sources of supply, except in cases expressly provided for by law.

### 3. Method of Concluding the Sale Contract and Order

An Order sent by the Customer to the Supplier constitutes an irrevocable contractual proposal binding for a period of 3 (three) months, starting from the moment the Supplier becomes aware of it.

Within the above period, the Supplier reserves the irrevocable right to accept or refuse the Order, notifying the Customer accordingly. A Sale Contract shall be deemed concluded following acceptance of the Order or its performance by the Supplier and communication to the Customer.

Until the Contract has been concluded, offers and quotations made by the Supplier or its agents, representatives and auxiliaries shall not be binding on the Supplier.

In the event that the Supplier’s Order Confirmation differs from the Order sent by the Customer in terms of, for example, the quantity of products, prices, discounts and delivery methods, the Supplier’s Order Confirmation shall serve as the Supplier’s counterproposal, which must be expressly accepted by the Customer in order for the Contract to be considered concluded.

In the event that the Customer cancels an Order prior to its acceptance or performance by the Supplier after the proposal’s irrevocability deadline as set out above has passed, the Customer undertakes to reimburse the expenses and charges incurred for the performance of the Order or part thereof, as well as compensation for further damages suffered, as per the calculation that the Supplier undertakes to send.

Any requirement that the Customer communicates to the Supplier once the Order - Order Confirmation phase has been completed (or similarly a specific contractual method agreed between the Parties) shall not bind the Supplier in any way and shall require, if the Supplier is willing, a specific agreement with particular reference to any system requirements (quality, environment, health and safety, information security, etc.).

#### 3.1 Closed Order

A closed order (**“Closed Order”**) means one in which the quantity of the product, price, delivery method and delivery time are expressly indicated.

#### 3.2 Open or Scheduled Order

An open order (**“Open Order”**) means one which, having established the type of Product and its unit price, in general, contains the quantities of Product estimated as consumable by the Customer in the period of time expressly indicated and agreed between the

Supplier and the Customer (by way of example: month/quarter/year) without, however, quantities and delivery times being considered as strictly binding on the Customer except for the minimum quantities.

A scheduled order ("**Scheduled Order**") means one which, having established the type of Product and its unit price, indicates a minimum and a maximum quantity of Product to be delivered according to an agreed schedule.

Each Open Order shall be followed, within the agreed time frame, by a Scheduled Order or a Closed Order and its acceptance by the Supplier.

Unless otherwise agreed, the Supplier shall not be obliged to guarantee the supply of quantities of Product or delivery times that are more burdensome for the Supplier than those provided for in an Open or Scheduled Order.

The Customer may request changes to the content of an Open or Scheduled Order and the Supplier shall endeavour to meet the Customer's request taking into account its production and delivery capacity, but may make a non-disputable assessment and may accept the change subject to a variation in the price for each Product concerned.

### **3.3 Changes to Orders**

Any request by the Customer to amend the Contract once it has been concluded may be accepted by the Supplier at its discretion. In the absence of express acceptance, the previously agreed terms and conditions, including these General Terms and Conditions, shall remain unchanged.

In particular, the Parties agree and mutually acknowledge that any particular supply requirements (including but not limited to: organisational aspects, management of processes used to realise the Product, codes of conduct, management systems, voluntary standards or related regulations, objectives and relevant performance monitoring procedures), or requirements that are supplementary or complementary to the specific Product requirements, usually regulated through specifications or programmes or plans of various names, form an integral part of the contract. Therefore, any requirement (documented or verbal) that may fall under this heading, in order to be effective and enforceable, shall be negotiated and expressly agreed upon by the Parties. If the Customer decides to transmit and/or request particular supply requirements to the Supplier after the conclusion of the Contract, said request shall not bind the Supplier in any way unless the Supplier decides - at its sole discretion - to complete the request (with possible explicit acceptance), after checking that the request is technically and economically feasible and, where the request is deemed feasible, reviewing the agreed prices and terms and conditions.

### **3.4 Cancellation of Order Below the Minimums of an Open or Scheduled Order**

Under no circumstances, except for the cases expressly provided for by law, may the Customer reduce Open or Scheduled Orders below the minimums.

If the Customer intends to make such a request, it must notify the Supplier in writing, and the Supplier may accept or reject the request within the following 10 (ten) days, indicating to the Customer the possible cost of acceptance and the payment term.

Failing this, the conditions set out in the Open or Scheduled Order shall continue to apply.

In the indication of the cost for the reduction below the minimums, the Supplier may take into account all expenses incurred for supplies, including raw materials or stocks that cannot otherwise be used, specific and non-specific equipment, study and design costs within the limits of the non-depreciated portion, and, in any case, all costs or direct and indirect consequences that have economic significance for the Supplier.

In the event of non-fulfilment by the Customer, the Supplier may definitively retain any sums received from the Customer for any reason whatsoever (including for agreed shares in the equipment and/or moulds) as an advance on any greater amount due.

### **3.5 Changes to the Contract - Effects on Stocks**

The Supplier shall do its utmost, at its sole discretion, to maintain sufficient stocks to promptly meet the Customer's needs according to the Open or Scheduled Orders, and also undertakes, in the event of long-term supplies, to implement the quantities of its stocks in order to be able to meet small increases in the quantities of Product requested, all in any case at its sole discretion in the organisation of its manufacturing processes.

### **3.6 Special Stock Management Methods**

Any request for the preparation, storage and maintenance of safety stock or consignment stock must be agreed in writing and specifically approved by the Supplier.

### **3.7 Product Approval Procedure**

If voluntary quality assurance standards (or equivalent) or explicit requests made by the Customer and expressly accepted by the Supplier so provide, the Supplier undertakes to implement its own Product approval procedure, which, in brief, consists of requesting the Customer's approval of the Product on the basis of documentation and/or sampling and/or specific audit.

Any specific Product approval requirements must be communicated by the Customer to the Supplier in writing when requesting a quotation and in any case before the Supplier verifies whether the Project is technically and economically feasible and consequently issues the quotation to the Customer.

The reference dimensional characteristics of the product are exclusively those shown on the drawings, product sheets, control plans, inspection reports and measurement reports of the Supplier.

The following table shows the Supplier's price list in relation to the various levels of the Product Approval Process which is based on the PPAP automotive quality methodology (Production Part Approval Process) in its current edition at the time of the request, generally also applicable to non-automotive sectors.

The Supplier must receive prior notification of and explicitly approve any methods other than PPAP that are requested by the Customer.

Document <sup>(1)</sup>	Price <sup>(2)</sup>
Declaration of conformity (type 2.1 EN 10204)	Free
Declaration of conformity (type 2.2 EN 10204)	€50/ea.
PPAP LIV. 2 <sup>(3)</sup>	€50/ea.
PPAP LIV. 3 <sup>(3)</sup> <sup>(4)</sup>	€300/ea.
Inspection certificate (type 3.1 EN 10204) - Extract from casting certificate / material certificate / heat or surface treatment and/or machining certificate	Free
Inspection certificate (type 3.1 EN 10204) - Inspection report (dimensional, functional/performance, aesthetic measurements if applicable) - Extract from casting certificate / material certificate / heat or surface treatment and/or machining certificate	Free of charge for first delivery
	€50/ea. for each subsequent batch
Corrosion resistance test report (salt spray method)	€300/ea.
Other types of test or inspection reports (type 3.1 EN 10204) not involving external laboratories	€150/ea.
Other types of test or inspection reports involving external laboratories	Upon quotation
Notes: (1) = To be requested when requesting an offer (2) = Unless otherwise agreed (3) = PPAP Levels - The default level of the product approval procedure is 2. Other levels must be agreed between the parties in writing when signing the contract. (4) = FMEA and the Inspection Plan are not included. These documents shall be available for inspection exclusively at the supplier's premises.	

**Table 1** - Financial terms and conditions for issuing documentation concerning the various levels of the product approval procedure according to PPAP (Production Part Approval Process)

If the Product approval procedure has been activated, the Customer shall inform the Supplier of the result of its evaluation by signing the PSW (Part Submission Warrant) which, in PPAP methodology, is the document through which the Parties formalise the verification and approval of the Product. This will normally have to be done before series production and deliveries are started.

If the Customer fails to sign the PSW, the receipt of an Order after the Supplier issues the PSW to the Customer shall be considered to be an act of approval of the Product.

#### 4. Preparatory and/or Ancillary Work in Connection with the Order

##### 4.1 Drawings and Prescriptions

All documents, drawings, plans, prescriptions, estimates, technical reports, evaluations, offers, analyses and, in any case, all data or documents that the Customer and the Supplier exchange for any reason whatsoever before or during the performance of the Order, shall be understood to be transmitted only for the specific use for which they are intended, without the transmission entailing any transfer of ownership or conferral of rights of use for any reason whatsoever.

The recipient may not, therefore, use the item received for other orders and/or in other relationships.

The Customer and the Supplier shall mutually retain all property rights, including intellectual and industrial property rights, over the documents exchanged and, in general, over the information communicated.

The Customer and the Supplier are bound to strict confidentiality and secrecy with regard to the existence and content of the documents exchanged.

In the event that the exchanged material is used in a manner which is not in accordance with the permitted use or which is in breach of the law, the damaged party shall be entitled to compensation for the damage and shall in any case be entitled to all remedies provided for by law.

If the Product is made to a drawing or according to indications or information provided by the Customer (a "to specification" or custom product and/or process), the Customer shall be responsible for keeping the relative technical documentation up to date; in the absence of communications from the Customer, the Supplier shall legitimately consider the existing documentation as confirmed, without prejudice to the fact that any variations shall be subject to the express approval of the Supplier.

## 4.2 Ownership and Storage of Equipment

Unless otherwise agreed in writing between the Parties, the equipment used to fulfil each Order is and shall remain the property of the Supplier.

Any request for the use of equipment owned by the Customer shall be agreed upon and approved by the Parties.

The Supplier reserves the right to request that the Customer share the costs of making the equipment by means of a written agreement between the Parties, but the Customer undertakes not to withhold its consent in good faith.

## 5. Characteristics and Status of Ordered Products

### 5.1 Product Usage

The Supplier undertakes to manufacture the Product in accordance with the technical specifications agreed with the Customer.

The Customer shall be solely responsible for communicating the application requirements of the Product; any "special features" and any "safety item" relating to the Product shall be expressly agreed upon during negotiations.

The Customer shall be solely responsible for using and storing the Product.

The Supplier shall never be held liable for any usage of the Product supplied that is not permitted, incorrect or different from that which may have been agreed.

Any requests for changes to the Product itself or to the manufacturing process must be expressly accepted by the Supplier and may result in a cost difference.

Unless otherwise agreed in advance, the Product supplied shall not be brought into contact with foodstuffs or stored in places where even potentially explosive or polluting materials are deposited, except in the event that the Product is made of stainless steel and clearly intended for the food industry or in other unsafe places.

Unless expressly agreed in advance and authorised in writing, the Product supplied shall not be used in the aviation, aerospace, nuclear or other high-risk applications.

### 5.2 Packaging of Products

The Customer expressly declares that it is aware of the standard type of packaging used by the Supplier and that it fully complies with its requirements for transport, storage and warehousing.

The Customer shall be solely responsible for the correct storage and warehousing of the Product; these activities shall be carried out in such a way as to allow for the correct conservation of the characteristics of the Product supplied.

The Supplier shall not be liable for the use of packaging or containers other than those used by the Supplier or for improper storage or warehousing.

The Customer shall be responsible for the correct and full observance of the regulations in force concerning the destruction and disposal of non-returnable packaging used by the Supplier.

The Supplier and the Customer may agree on the use of "reclaimable" packaging; even in this case, the Customer shall be solely responsible for the proper use and maintenance of such packaging.

### 5.3 Transmission of Product Information

The Customer undertakes under its own responsibility to inform any purchaser of the technical and functional characteristics of the Product.

The Supplier shall ensure the traceability of the manufacturing batch of the Product until delivery to the Customer.

## 6. Intellectual Property Rights and Confidentiality Clause

### 6.1 Intellectual Property Rights and Technical Knowledge

The Parties acknowledge that the Supplier is the sole legitimate owner of the rights to any data, information, design, characteristic, process, chemical composition, functional or performance characteristic and any and all elements relating to the Product.

The ownership of these rights shall continue after delivery of the Product.

The performance of the Contract shall not constitute, under any circumstances, a transfer of any title and/or granting of the right to use industrial property rights, know-how, secret or confidential information relating to the Product.

The Supplier, as owner of the above rights, reserves the right to use the results of inspections, experiments or tests carried out on the Product in the exercise of its activity, even after delivery.

## 6.2 Confidentiality Clause

During the course of the relationship and for a period of 5 (five) years following its conclusion, the Supplier and the Customer shall be bound to scrupulously uphold the confidentiality and secrecy of everything (documents, data, characteristics, elements, technical, strategic or financial information, procedures, prescriptions, drawings, graphs, reports, diagrams, any software, notes, etc.) that they have learned from each other during the execution or preparation of the Contract.

The Supplier and the Customer undertake to keep all material exchanged or received carefully and in accordance with the law and in the strictest secrecy.

The Supplier and the Customer shall only allow the persons involved in the execution of the supply to access the data, documents and material received.

The Customer and the Supplier also expressly declare that they are in compliance with privacy procedures and regulations in force at the time.

If required by law or by the Contract, the Customer and the Supplier shall be obliged to appoint and exchange the name of a person responsible for the management of the personal data received and transmitted.

The obligation of confidentiality and secrecy shall not apply to:

- ✓ information that is in the public domain or otherwise already known at the time the Contract was concluded.
- ✓ information already in the possession of one of the Parties prior to the conclusion of the Contract;
- ✓ the obligation to disclose information when required by a legitimate order of the authorities or by law.

A breach of this clause by one of the Parties shall entitle the other to claim damages, without prejudice to any other remedy at law or under the Contract.

## 6.3 Guarantee Against Counterfeiting

If the Product is manufactured according to a design or according to indications or information provided by the Customer (a "to specification" or custom product and/or process), the Customer shall be responsible for any infringement, including any relating to the production process, of the industrial and non-industrial property rights of third parties; it undertakes - in this context - to hold the Supplier harmless from any and all direct or indirect detrimental consequences that the availability or use, for any reason, of said information may cause, directly or indirectly, to the Supplier.

Lastly, the Customer shall be directly liable, or in any case shall indemnify the Supplier, for all direct and indirect damages and all costs, including those of defence or legal assistance, including the fees of the professionals appointed by the Supplier, which the latter shall be called upon to bear in the event of legal action at its own request.

## 7. Delivery, Transport, Inspection and Acceptance of the Product

### 7.1 Delivery times

The Parties acknowledge that under no circumstances shall the delivery date be considered as mandatory for the correct performance of the Order.

The Supplier reserves the right to extend the delivery period by written notice to the Customer and the Customer undertakes not to deny the extension in good faith.

The Supplier reserves the right to withhold the goods in the event of non-payment for supplies, even if not related to the goods covered by the Order that remains unpaid.

### 7.2 Delivery Conditions (Incoterms-EXW)

The conditions of delivery are those regulated by the international Incoterms codes, in the edition in force on the date of delivery, usually referred to by the Parties in the contractual documents.

Unless otherwise agreed, and without prejudice to what is indicated in the following points, the delivery of the Product shall be made Ex Works (EXW<sup>1</sup>) at the establishment indicated by the Supplier (usually outside Italy) or Delivered At Place (DAP<sup>2</sup>) at the establishment indicated by the Customer (usually in the case of delivery in Italy).

Therefore, only if expressly agreed in writing, delivery shall be deemed to have taken place upon arrival of the goods at the Customer's establishment or warehouse. Even in this case, transport shall be at the Customer's risk.

The Supplier shall send the Customer a notice of "goods ready for delivery" in good time.

The Customer shall collect the Product on the date and at the time indicated in the "goods ready for delivery" notice as received from the Supplier.

If the goods are not collected in accordance with the "goods ready for delivery" notice, the Customer shall bear all costs, disbursements or expenses for whatever reason (warehousing, insurance, handling, storage, use of space, etc.) incurred by the Supplier.

The Supplier shall be entitled to issue a regular invoice containing the amounts claimed as credit.

Payment of the invoice for these items of expenditure shall be made as provided for below.

### 7.3 Transport, Customs Duties, Insurance

<sup>1</sup>According to the Incoterms 2020 definition.

<sup>2</sup>According to the Incoterms 2020 definition.

Unless otherwise agreed, transport shall be carried out at the expense of the Customer who shall, if it deems necessary, and under its sole responsibility, insure the Product during transport.

Any commercial terms shall comply with the Incoterms in force at the time of conclusion of the Contract.

In the event that the Supplier takes charge of shipping the Product to its destination, the risk shall transfer at the moment in which the Product is delivered to the first forwarding agent or to the first carrier and/or transporter.

The Supplier reserves - at its sole discretion - the right to accept a request for partial shipment of the Product ordered.

Unless otherwise agreed in writing, the Customer shall at all times be responsible for customs duties and shall, where applicable, also complete all relevant documentation.

The Supplier shall in any case never be obliged to insure the Product regardless of the agreed mode of delivery.

#### 7.4 Inspection of Quantities and Type of Product Delivered

The Customer shall check that the Product conforms to the Order using its own personnel, at its own expense and under its sole responsibility, as soon as it has been delivered.

Any objection or reservation relating to obvious defects in the Product, differences in weight or quantity compared with the delivery note accompanying the Product, shall be noted immediately on the delivery documentation.

A copy of the delivery documentation with the relevant reservations or objections shall be sent, for information purposes, to the Supplier, who, in any case and in accordance with the preceding points, shall not be liable.

If no reservations are noted on the delivery documentation, the type and quantity of Product delivered shall be deemed to have been accepted without reservation.

Unless otherwise agreed between the Parties, when reviewing the contractual requirements, the Supplier may - at its own discretion - round up the quantity delivered to the next highest level of pieces per package.

#### 7.5 Quality of Supplies

The table below sets out the values in parts per million (ppm) of non-conforming parts in relation to the required level of supply quality.

Unless otherwise specified in the Contract, the default categories are:

B for automotive parts;

C for non-automotive parts.

Category	Ppm values of non-conforming parts	
A	With 100% automatic selection	50
B	Automotive parts without 100% automatic selection	300
C	NON-automotive parts without 100% automatic selection	10,000 (= 1%)

**Table 2** - Values in parts per million (ppm) of non-conforming parts in relation to the required level of supply quality

The ppm values of non-conforming parts given above can normally be obtained, at today's technological standards, by an efficient production process.

In case of automatic selection, the remaining non-conforming part values are on average about 10 ppm per individual characteristic. Given that in the case of automatic selection, generally 4 (four) or 5 (five) individual characteristics are checked simultaneously, this leads to the above result of 50 ppm of remaining non-conforming parts, specified for category A.

Any other requirement requested by the Customer regarding the quality of the supplies (or, similarly, on process quality indicators), in particular for Safety Products, shall be the subject of a written agreement between the Parties, since it is a fundamental contractual requirement.

#### 7.6 Disputes Regarding Defects

If there are defects in the Product, the Customer shall, under penalty of forfeiture, within 8 (eight) days of delivery for obvious defects or within 8 (eight) days of discovering any hidden defects, send the Supplier a suitable written communication containing a list of defects or faults found in the Product, the number of pieces on which defects or faults have been found, the methods with which inspections have been carried out, the batch number and any useful element to allow the Supplier to exactly identify the Product under dispute.

If requested by the Supplier, the Customer shall return the disputed Product at its own expense.

The Supplier, at its sole discretion, and without this implying recognition of any liability, may decide to repair the product and return it to the Customer, who waives any further and different claims.

In this case, the Supplier shall bear the transport costs.



If the Supplier cannot identify the faults or defects claimed and/or in accordance with its liability profiles, it may invite the Customer to its premises to discuss the results of its investigations, after which the Product shall be sent back to the Customer at its own expense.

The Supplier may, however, at its sole discretion and without this constituting recognition of any liability, replace the disputed Product.

Under no circumstances, unless the Supplier opts to replace the product in full, may the Customer suspend payment for the disputed Product.

The Customer may not carry out any work and/or interventions on the Product on its own or have third parties do so.

Otherwise, the guarantee will be invalid and the Supplier will not be held liable.

If the Customer, where the Product has obvious faults or defects, does not inform the Supplier and uses or sells the faulty or defective Product, the Customer will lose all rights to replacement, repair and warranty, as well as all rights to compensation.

In any case, unless otherwise agreed, the Customer shall be responsible for disposing of the disputed Product, if it is still at the Customer's premises.

Raising complaints or disputes concerning a single delivery of the Product does not release the Customer from its obligation to collect and pay for the remaining quantity of goods, within the limits of the Order.

Any return not notified in advance by the Customer and allowed by the Supplier will not be accepted and collected.

## 7.7 Guarantee – Duration

Unless otherwise agreed in writing or provided for by legislation, the Supplier guarantees the supplied Product against defects for a period of 1 (one) year from delivery.

The guarantee shall only apply if the Product is used correctly and when any malfunction is not attributable, even indirectly, to the Customer due to the way it is used.

## 8. Hardship and Force Majeure

### 8.1 Conditions for Changing the Price of the Product

The Supplier may change the prices of the Product, even if an Order has been accepted.

The Supplier shall notify the Customer of the new price in writing, stating the reasons why the change was necessary. The new price shall be binding on the Customer from the first delivery following the price notification.

### 8.2 Force Majeure

The Supplier may suspend its supply obligations and its contractual commitments with the Customer in the event of circumstances over which it has no control (the "Cause of Suspension").

If the Supplier intends to exercise this right, it shall promptly inform the Customer in writing, indicating the Cause of Suspension and, if possible, its duration.

If the Cause of Suspension should continue for a period of more than 15 (fifteen) working days, the Customer may temporarily purchase the Product it needs from another supplier, without prejudice to the Customer's obligation, once the Cause of Suspension has ceased, to repurchase the Product from the Supplier in accordance with the provisions of the Order.

The Supplier undertakes to notify the Customer in writing when the Cause of Suspension has ended, also indicating the date of the first successive deliveries of the Product.

The Customer shall accept said deliveries.

If the Cause of Suspension should continue for a period of more than 120 (one hundred and twenty) days, the Supplier and the Customer shall meet to consider the possibility of terminating the Contract by mutual consent.

If the Contract is terminated, the Customer shall take back and pay for all the Product in the Supplier's stock, the cost of semi-finished products and raw materials that cannot be used otherwise.

The Supplier may invoke force majeure ("Force Majeure") in all cases where performing the contract becomes particularly onerous or impossible.

Below is a non-exhaustive list of examples of events that shall be deemed to constitute force majeure:

- ✓ pandemics and related epidemiological, economic and social restrictions;
- ✓ natural disasters (earthquakes, fires, floods, storms, etc.);
- ✓ armed conflicts, wars, disputes, attacks, riots, acts of terrorism;
- ✓ labour conflicts or disputes, occupations or lock-outs, general or sector strikes or strikes affecting individual establishments;
- ✓ labour conflicts or disputes, general or sector strikes, occupation or lock-outs, affecting suppliers, carriers, service companies, dispatchers, post offices, public offices in general or, in any case, all those involved in (or whose services are connected with) the production process;
- ✓ orders issued by judicial, governmental or public authorities in general;
- ✓ import bans, embargoes, production stoppages imposed by health or public authorities in general or by law;
- ✓ accidents at work, seizures, machine breakdowns, explosions, electric power cuts and any and all acts or events that may limit or exclude the possibility of production.

The Customer shall promptly inform the Supplier of any event that may be considered as Force Majeure and that may make delivery or collection of the product difficult.

In this case, the Customer shall also indicate to the Supplier how the Product can be delivered, possibly in a different place from the one agreed. The Supplier shall indicate if there is an additional cost, which the Customer shall bear, and may subordinate its consent

to the payment of such cost. The Customer shall in any case take all appropriate measures so that it can collect or store the Product from the Supplier in such a way as to inconvenience the Supplier as little as possible.

## 9. Prices

The prices listed in the Supplier's price lists are exclusive of VAT for goods delivered EXW<sup>3</sup> by the Supplier, exclusive of transport, insurance, packaging and service costs.

These prices are indicative and do not bind the Supplier in any way. The Supplier reserves the right to change the prices in proportion to increases in labour, raw materials and other cost elements or for other reasons that may have occurred during the period the price lists are valid, even after the conclusion of the Contract. The Customer has the right to withdraw from the Contract in the event of a price variation of more than 20% (twenty percent).

The Supplier will not accept Orders for amounts less than €150.00 (excluding VAT).

## 10. Retention of Title and Payment of the Price

The Products are sold under retention of title for the benefit of the Supplier; therefore, the Customer acquires ownership of the goods upon full payment of the price, while the risks of loss of and damage to the goods, as well as any other risk, pass to the Customer from the moment the Product is delivered to the first shipper or carrier.

Payments may be made in accordance with the current price list agreed with the Supplier, or as otherwise agreed between the Parties in writing.

Any delay, even partial, in the payment of invoices past their due date shall give rise to the immediate application and commencement of interest for late payment in commercial transactions in accordance with applicable law, in addition to the charging of any bank fees and commission and without prejudice to compensation for greater damages.

If the Customer does not pay for any reason whatsoever, or fails to fulfil any other of its obligations, the Supplier may suspend sales and deliveries, and may demand immediate payment of the entire credit, without prejudice to its right to withdraw from the Order(s) in progress and any other legal right.

For payments by receipt or bank transfer or by other agreed forms of payment, the Customer shall pay any collection and stamp duty charges.

Any discount agreed in writing between the Parties will be subordinate to strict compliance with the terms of payment.

Failure to pay within the agreed terms shall result in forfeiture of the discount. If the Customer has already taken advantage of a discount, it shall repay it within an unconditional term of 5 (five) days from receiving a request.

### 10.1 Retention of Title

The Customer shall take all measures necessary to protect and safeguard the right of retention of title.

Retention of title does not imply any derogation from the provisions on the transfer of risk and liability for transport and storage of the Product.

The Customer shall take all appropriate measures to avoid confusing the Supplier's Product with other similar products from other suppliers and shall therefore store the Product in a clearly defined and easily identifiable place until it has been paid for in full.

### 10.2 Changes in the Customer's Financial Situation

The Customer's insolvency or its will to avoid paying for the Product may be considered as grounds for termination of the supply.

In that event, the Supplier shall send the Customer an appropriate notice.

From the moment the above notice is received, all of the Customer's debts to the Supplier shall be deemed to be immediately due and payable, regardless of any agreement to the contrary.

The Supplier may take supplied Product that has not been paid for, from the Customer's warehouses or factories.

### 10.3 Customer Credits

The Customer may not, for any reason or on any grounds whatsoever, without the Supplier's consent, issue debit notes or in any case debit the Supplier with amounts for which the latter has not expressly acknowledged itself in writing as the debtor.

The Customer may not, therefore, unless authorised in writing, offset or withhold sums due to the Supplier.

In the event of the existence of credits due to the Customer, the Supplier may set off such sums against what is owed to it even on the basis of credits that are not immediately due.

### 10.4 Assignment of Credit

If the Customer assigns the Contract without the prior written consent of the Supplier, the assignment shall be deemed ineffective and/or void.

The Supplier shall be entitled at any time to assign the credits arising from the Contract to third parties.

The total or partial invalidity of one or more clauses of these General Terms and Conditions shall not affect the validity of the remaining clauses.

It is agreed between the Parties that any tolerance of violations of these General Terms and Conditions shall in no way be construed as a waiver of any rights and/or options connected with or resulting from them.

### 10.5 Guarantee of Payment – Subcontracts

<sup>3</sup>According to the Incoterms 2020 definition.



The Supplier and the Customer undertake, in the event of the existence of specific legal provisions, to reach a settlement regarding the possibility of direct payment to the Supplier's suppliers and/or sub-contractors.

The Customer may not reach agreements directly with the Supplier's suppliers/sub-contractors.

## 11. Liability

### 11.1 Definition of Supplier's Liability

The Supplier shall not be liable for any defects in the Product when these are attributable to (the list of examples below is non-exhaustive):

- ✓ materials and/or processing and/or treatments supplied and/or carried out by the Customer or by third parties and/or personnel indicated by the Customer;
- ✓ design or drawing errors when these activities are carried out by the Customer or by third parties indicated by the Customer;
- ✓ use of equipment indicated or delivered by the Customer or by third parties indicated by the Customer;
- ✓ treatments or manipulations carried out without the Supplier's consent;
- ✓ production errors when the process has been indicated and validated by the Customer;
- ✓ non-permitted, abnormal, atypical or special use;
- ✓ defective storage, transport, preservation or handling of the Product;
- ✓ normal wear and tear of the Product or deterioration thereof attributable to events attributable to the Customer or to third parties;
- ✓ non-compliance with the Supplier's recommendations, indications or suggestions concerning the maintenance, storage or use of the Product.

### 11.2 Limits of Liability and Exclusions

The Supplier's liability shall be limited solely to direct damage caused to the Customer's property or personnel, or to personnel employed by the Customer, as a result of defects or faults in the Product if they are recognised by the Supplier as being attributable to it.

Any liability for negligence other than gross negligence in respect of indirect damage, loss of image, consequential damage, lost income, loss of business, loss of profits, downtime, or in any case as an indirect consequence of a defect in the Product is expressly excluded.

The Supplier shall not, under the same conditions, be liable for any direct or indirect damage suffered by the Customer as a result of the latter's use of technical documents, information, Product data, technical or functional indication, etc., when such use has not been previously or specifically authorised in writing.

Under no circumstances shall the Supplier be liable for lack of performance of the Product manufactured.

### 11.3 Ceilings

The Supplier may, prior to concluding the Contract or making the first delivery, send the Customer an extract of the terms and conditions of the Civil Liability and Product Liability Insurance Policy (the "**Policy**") in force from time to time, with the relevant maximum limits.

The Supplier's liabilities, if any, shall in any case be limited, in terms of indemnity, to the maximum amount and the cases provided for in the Policy.

The Supplier shall, on its own responsibility and at its own expense, keep the Policy in force and pay the relevant premium.

The Customer expressly declares that he has read the contents of the Policy taken out by the Supplier and the relevant limits and expressly accepts the limitation of liability contained therein, both in terms of the type of claim and the limits of liability insured.

The Customer may not, expressly waiving any other claim, demand further sums from the Supplier for any reason or on any grounds whatsoever.

The Customer shall, on its own responsibility and at its own expense, and with the means deemed appropriate, inform any third-party users of the Product, or of manufactured goods including the Product supplied, of the existing limitation of liability, undertaking in any case to hold the Supplier harmless from any and all further claims that may be made against it, having taken this condition into account when agreeing the contractual clauses (price, payment).

The Customer may request specific or reserved limits from the Supplier, in which case the Supplier may, at its sole discretion, fulfil or refuse the request and will inform the Customer of the higher cost it will have to pay for this before concluding the contract.

Upon receipt of the communication, the Customer shall immediately pay the amount requested, failing which the request shall be deemed to have been denied.

## 12. Contact Directory

The Parties agree that communication and reporting should preferably take place between the responsible departments (organisational units) of each Party for the different areas, having the necessary decision-making authority.

If deemed appropriate, the Parties shall exchange details regarding their respective designated contacts (names, roles, contact details, etc.), by means of an appropriate document.

## 13. Applicable Law, Jurisdiction and Language



# GENERAL TERMS AND CONDITIONS OF SALE

All Contracts concluded by the Supplier, irrespective of the nationality of the Customer and the place of destination of the Products, are governed by Italian law.

Application of the Vienna Convention on Contracts for the International Sale of Goods of 11th April 1980 and other Conventions in force concerning international sales and regulating the conflict of laws is expressly excluded, except in the event of mandatory rules. Any dispute arising between the parties will fall under the jurisdiction of Italian law and will fall under the exclusive competence of the Court of Bergamo, or where the case falls under the competence of the Specialised Business Section, that of Brescia, without prejudice to the Supplier's right to take action where the client has its registered office.

The General Terms and Conditions are drafted in Italian and English, but the Italian text shall prevail.

**Name and Surname**

**Position/role**

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**Date**

**Stamp**

**For approval (Signature)**

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Pursuant to Articles 1341 and 1342, Italian Civil Code, the following clauses are specifically approved:

- 5.1 Product Usage
- 5.2. Packaging of Products
- 7.1. Delivery times
- 7.4. Inspection of Quantities and Type of Product Delivered
- 7.6. Disputes regarding defects
- 7.7. Guarantee – Duration
- 8.2. Force Majeure
- 10.3 Customer credits
- 11.1. Definition of Supplier's Liability
- 11.2 Limits of liability and exclusions
- 11.3 Ceilings
- 13. Applicable Law, Jurisdiction and Language

**Name and Surname**

**Position/role**

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**Date**

**Stamp**

**For approval (Signature)**

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