

## TERMS AND CONDITIONS OF SALE OF TECOMEC S.R.L.

### **ARTICLE 1 - SCOPE OF APPLICATION.**

#### **1.1 SCOPE AND OPERATION OF THESE TERMS AND CONDITIONS OF SALE.**

TECOMEC S.r.l., (tax ID and VAT no. 01219320353) (hereinafter "TECOMEC" and/or the "Vendor"), through its pro tempore legal representative, headquartered in Reggio Emilia, Strada della Mirandola, 11, asks the Buyer to read these Terms and Conditions of Sale (hereinafter "T & C's") in full, before placing any purchase order. These T & C's apply to all purchases (and to the management of purchase orders, order confirmations and all related activities) for goods manufactured and/or marketed by the Vendor (the "Product" and/or "Products"), in accordance with Articles 810 and 812 (III) of the Italian Civil Code. TECOMEC also informs the Buyer that any purchases (including purchase orders and confirmations, and all activities relating to delivery of the sold Products) will be governed exclusively by these T & C's, without prejudice to any other, different conditions agreed – exclusively in writing, between the Vendor and the Buyer.

The "Vendor" and/or "TECOMEC" and the "Buyer" may also be referred to individually as a "Party" or jointly as the "Parties".

#### **1.2. BUYER'S KNOWLEDGE AND ACCEPTANCE OF THE T & C'S.**

These T & C's are deemed to be accepted in full by the Buyer (without any reservations) after any purchase order for the Products has been sent, by any means, to the Vendor, and after these T & C's have been signed, in accordance with Article 1341 paragraph I of the Italian Civil Code.

#### **1.3. VENDOR'S RIGHTS TO VARY ONE OR MORE PROVISIONS OF THESE T & C'S.**

The Vendor may vary these T & C's at any time, without any requirement to give notice: the Parties expressly agree that if one or more of the provisions of these T & C's is declared invalid by a judicial authority, the remaining provisions shall continue in full force and effect, in order to regulate the contract of sale between the Parties, pursuant to Article 1470 of the Italian Civil Code.

#### **1.4. VALIDITY AND EFFECT.**

The Parties also expressly agree that these T & C's shall prevail over any other documents intended to regulate the contract of sale (and the related and consequential obligations) between the Vendor and the Buyer in relation to the Products, without affecting any other agreement that may be made between the Parties, but exclusively in writing.

#### **1.5. OFFICIAL LANGUAGE.**

TECOMEC informs the Buyer that the Italian version of the T & C's is the version to be used for their proper interpretation; therefore, any translations of these T & C's into any language other than Italian are considered purely indicative; any inaccuracies and/or errors in any translated versions shall have no effect on the proper interpretation of these T & C's.

### **ARTICLE 2 - FORMATION OF CONTRACT OF SALE BETWEEN THE VENDOR AND THE BUYER.**

#### **2.1. CONCLUSION OF CONTRACTS OF SALE AND TRANSFER OF OWNERSHIP OF THE PRODUCT(S).**

The contract of sale between the Parties relating to the Product(s) shall be considered executed (with transfer of ownership of the Product(s) to the Buyer pursuant to Article 1376 of the Italian Civil Code) when the Vendor sends the Buyer the confirmation of order – but after the variable period of 5 (five) days from the Buyer's receipt of the Vendor's confirmation has elapsed. Alternatively, the Parties agree that if no confirmation of order is given, the contract for sale shall be considered executed (with the corresponding transfer of ownership of the Product(s) to the Buyer pursuant to Article 1376 of the Italian Civil Code) when the Buyer and/or a party designated by the Buyer collects the purchased Product(s).

#### **2.2. REQUIREMENTS FOR VENDOR'S ACCEPTANCE OF THE PURCHASE ORDER.**

The purchase order sent by the Buyer to the Vendor shall only be accepted by the Vendor if it contains all the information necessary for unequivocal identification of the ordered Product(s), without affecting the Vendor's right to accept or reject the Buyer's purchase order at any time, at the Vendor's sole discretion. The Buyer is also informed that TECOMEC declines all liability if TECOMEC, through no fault of its own, wrongly identifies the ordered Product(s) due to the Buyer having provided insufficient and/or inaccurate information about the ordered Product(s), unless the Buyer has provided – at the time of receipt by the Vendor of the confirmation of order, or within 5 (five) working days thereafter – an express request to correct and/or supplement the information on the purchase order.

#### **2.3. DISCREPANCIES BETWEEN THE PURCHASE ORDER AND THE CONFIRMATION OF ORDER.**

In the event of a discrepancy between the Buyer's purchase order and the confirmation issued by the Vendor, the Parties' contract for sale relating to the Product(s) shall be considered to have been executed in any case (with the consequent transfer of ownership of the Product(s) to the Buyer pursuant to Article 1376 of the Italian Civil Code) after 5 (five) working days have elapsed from the date on which the Vendor sent the confirmation of order to the Buyer.

#### **2.4. CANCELLING OR CHANGING A PURCHASE ORDER.**

Without affecting the contents of paragraph 4.3, any cancellations or modifications of the purchase order by the Buyer will be permitted within 5 (five) working days from the date on which the Vendor's confirmation of order is communicated to the Buyer, subject to the necessary pre-authorization by the Vendor or to a written agreement between the Parties.

#### **2.5. POWER OF REPRESENTATION OF AGENTS, INTERMEDIARIES AND/OR EXTERNAL CONTRACTORS OF THE VENDOR.**

Under no circumstances shall any agents, intermediaries and/or external contractors of the Vendor have the power to accept the Buyer's purchase order on behalf of the Vendor, nor may they formulate or make a binding acceptance of any proposals relating to discounts, allowances or any condition varying these T & C's in the name or on behalf of the Vendor.

#### **2.6. VENDOR'S OFFER.**

Any offer sent by the Vendor at the request of the Buyer is only binding for the period indicated on the offer, after which time it will be invalid and entirely without effect; the shipping date on the Vendor's offer is purely indicative and may be confirmed and/or changed by the Vendor based on the availability of the Product(s), without affecting the essential condition that the offer is converted into a purchase order by the Buyer and may consequently be accepted and confirmed by the Vendor.

### **ARTICLE 3 – PRICES, BILLING AND PAYMENT TERMS.**

#### **3.1. PRODUCT PRICES.**

Unless agreed otherwise in writing between the Parties, all purchase orders are subject to the list prices charged by the Vendor at the time the purchase order is confirmed. The prices of one or more Products which are not included on the price list shall be determined in each case by the Vendor and shall only be valid for the individual contracts of sale between the Parties, unless there is a specific written agreement between the Parties.

#### **3.2. PRODUCT PRICES (continued).**

The Product prices are net of VAT and of any other ancillary costs and/or expenses (e.g. bank charges and/or commission; special packaging; insurance, transport etc.). Without affecting the foregoing, any taxes, duties, licenses, permits, authorizations and any other fiscal, logistics, customs or administrative costs or requirements relating to the importing and/or resale of the Product(s) shall be borne exclusively by the Buyer or shall be paid by the Vendor on the Buyer's behalf at the exclusive responsibility, risk and expense of the Buyer.

#### **3.3. VENDOR'S PRICE REVIEW POLICY.**

The Vendor may implement its policy of reviewing the agreed prices based on sudden, unforeseeable increases in the costs of labor, the costs



FORESTRY



GARDENING



AGRICULTURE



CLEANING



of raw materials or supplementary materials, or taxes or duties that affect the Product's commercial value. The Vendor may also apply its price review policy if, at the Buyer's express written request, the Product has to undergo further processing, if the shipment is urgent, or if there is a request for a shorter lead time compared to the time originally agreed between the Parties.

#### **3.4. ISSUING OF SALES INVOICES.**

Unless agreed otherwise in writing, sales invoices shall be sent by the Vendor to the Buyer only as e-invoices or by email, subject to any customs and/or import requirements of the Buyer, which are to be communicated to the Vendor in writing.

#### **3.5. PAYMENT TERMS.**

Without affecting any written agreements between the Parties and/or subject to any other indications on the order confirmation, payment of the price for the Product(s) shall be made by the Buyer by the terms agreed and stated on the sales documents. The Buyer is responsible for providing the Vendor with the financial and commercial information that is usually required in order to fulfil the sales transaction described above.

#### **3.6. EXCLUSION OF BUYER'S POWERS.**

The Buyer may not – for any reason and without specific written authorization from the Vendor – make any reduction in the price agreed on the Vendor's order confirmation; likewise, the Buyer may not, for any reason, delay and/or suspend payment for the Product(s) listed on the purchase order: allegations of non-conformities in the Product(s) supplied by the Vendor shall not in any way authorize the Buyer to deduct or suspend payment for the Product(s) under dispute, nor for any other products sold to the Buyer by the Vendor.

#### **3.7. VENDOR'S POWERS IN THE CASE OF BREACH OF CONTRACT BY THE BUYER.**

If the Buyer fails to fulfil its obligations to pay for the supplies (including the obligation to pay any advances and ancillary and/or logistics costs), the Vendor may, at its sole discretion, extend the agreed delivery terms and/or terminate the contract for sale, if necessary by suspending the supply of one or more Products included in the pending contract for sale with the Buyer and, if necessary by retaining any amounts already collected by way of penalty, without affecting the right to demand compensation for any further losses in any event. The Parties agree that the Vendor may also suspend the supplies and/or shipments of the Product(s) if the Vendor considers – at its sole discretion – that the Buyer will be unable to timely and properly fulfil its contractual obligations towards the Vendor. The Parties expressly acknowledge that any costs incurred by the Vendor in collecting the sums owed to it by the Buyer shall be paid exclusively by the Buyer.

#### **3.8. BUYER'S OBLIGATIONS IN THE CASE OF TERMINATION OF THE CONTRACT OF SALE.**

If the contract for sale between the Parties is terminated, the Buyer is in any case obligated to pay for the supplies made by the Vendor, and for all the Buyer's orders for which the Vendor has issued an order confirmation, until the time the notification of termination is given. The Parties acknowledge that the Buyer shall be due no indemnity or compensation of any kind, as a result of termination of the contract for sale.

#### **3.9. ALLOCATION OF PAYMENTS BY THE VENDOR.**

Notwithstanding any other indications of the Buyer, the Vendor may allocate the payments received from the Buyer to any of its past claims from the Buyer, or to interest.

#### **3.10. APPLICATION OF ARTICLE 1186 OF THE ITALIAN CIVIL CODE.**

In accordance with Article 1186 of the Italian Civil Code, the Vendor's claim against the Buyer shall be due and payable immediately, without affecting any other rights of the Vendor, if the Buyer has become insolvent or, due to its own actions, has impaired the guarantees it has provided, or has failed to provide guarantees it has promised (e.g. petition for bankruptcy or other insolvency proceedings; seizure; dissolution and/or liquidation; cessation of trading).

#### **3.11. BUYER'S OBLIGATIONS IN THE CASE OF EARLY TERMINATION OF THE CONTRACT.**

If the Buyer requests the early termination of the contract for sale between the Parties and/or the total or partial cancellation of the contract, the Buyer must send written notification to the Vendor, who may accept or reject it. In such a case the Parties agree that at the Vendor's sole discretion, the Buyer will pay a penalty of up to 30% of the

price of the Product(s) sold, without affecting the Vendor's right to demand full payment of the amount claimed from the Buyer, and subject to the Vendor's right to demand compensation for further losses.

### **ARTICLE 4 - TERMS OF DELIVERY AND PACKAGING.**

#### **4.1. SHIPPING DATES.**

The shipping dates indicated on the Vendor's confirmation of order are purely indicative and may thus be varied. The Vendor declines all liability for failure to comply with the terms of delivery in the case of additional requests by the Buyer, difficulties in procurement of supplies, delays by its own suppliers, force majeure, strikes, lockouts, orders of the authorities, internal faults or any other unforeseen or unpredictable event that may occur. The Vendor may also indicate new, appropriate shipping dates without the Buyer having any rights whatsoever in this regard, subject to any other written agreements between the Parties.

#### **4.2. CHANGE REQUESTS BY THE BUYER.**

Any request for change made by the Buyer (by the deadline indicated in these T & C's), will result in the rescheduling by the Vendor of the shipping dates indicated in the original contract. If there is a provision for advance payment, or if payment is subject to the issue of a guarantee, the shipping dates will be rescheduled from the date on which the Vendor receives the advance payment or from the date when the Vendor is informed that the guarantee has been activated. However, this is subject to the availability of the Product(s) and to any other conditions in the contract for sale.

#### **4.3. BUYER'S REQUESTS TO CHANGE OR ADD PRODUCTS.**

Requests to change the quantities or add one or more Products to the contract for sale will be permitted up to 5 (five) days prior to the shipment date indicated by the Vendor on the order confirmation, without affecting the Vendor's right to accept or reject such requests. The Vendor may not be held responsible for any other delays in shipments due to requests by the Buyer, regardless of the agreed delivery terms.

#### **4.4. PARTIAL SHIPMENTS.**

The Vendor may make partial shipments unless agreed otherwise in writing between the Parties. In any case, the collection or acceptance of the Product(s) by the Buyer, in the case of partial shipments or late deliveries, results in the Buyer's waiver of any related claims and/or demands.

#### **4.5. PLACE OF LOADING.**

For all shipments and unless otherwise agreed in writing between the Parties, the place of loading is Tecomec S.r.l., Strada della Mirandola 11, 42124 Reggio Emilia, Italy.

#### **4.6. SHIPMENTS WITHIN ITALY AND THE EUROPEAN UNION: CPT DELIVERY TERMS (INCOTERMS® 2020).**

For all shipments with destination within the Italian territory or the European Union and unless otherwise agreed in writing between the Parties, the term of delivery will be CPT (Incoterms® 2020). This makes the Vendor responsible for transport up to the critical point expressly agreed with Buyer at the time of transmission of the order and/or the related order confirmation, choosing, at its discretion, the type of means and the forwarding agent and/or carrier to which it entrusts the transportation service. The Vendor is obligated for the risks associated with transportation until it remits the goods to the carrier. The risks of transportation, unloading of the Goods from the means of transportation, and storage at destination are the sole responsibility of Buyer.

#### **4.7. SHIPMENTS OUTSIDE ITALY, BY SEAFREIGHT: CIF DELIVERY TERMS (INCOTERMS® 2020).**

For all shipments with destination outside Italy with Sea freight delivery terms, subject to any other written agreement between the Parties, the term of delivery will be CIF (Incoterms® 2020). This makes the Vendor responsible for transport until the seaport agreed as the critical point. The Vendor will select at its own discretion the type of vehicle and the carrier and/or shipping agent for the transport. In accordance with these terms of delivery, the Vendor is also responsible for completing the customs export operations and for paying the related costs (where required and/or necessary) and will provide adequate insurance cover for the Product(s) in its own name but on behalf of the Buyer. Unloading at the agreed seaport, and the transfer of the goods to the final destination, together with the related customs obligations and

operations are the sole responsibility of the Buyer. If the seaport agreed as the critical point is not expressly indicated, the Vendor may determine a critical point at its own discretion, in order to determine the transfer of risks and costs to the Buyer, without the Buyer having any right to claim against the Vendor.

#### **4.8. SHIPMENTS OUTSIDE ITALY, OTHER THAN SEAFREIGHT: CIP DELIVERY TERMS (INCOTERMS® 2020).**

For all shipments with destination outside Italy with non-sea freight delivery terms, and subject to any other written agreement between the Parties, the terms of delivery will be CIP (Incoterms® 2020). This makes the Vendor responsible for transport until the agreed critical point. The Vendor will select at its own discretion the type of vehicle, carrier and/or forwarding agent for the transport. In accordance with these terms of delivery, the Vendor is also responsible for completing the customs export operations and for paying the related costs (where required and/or necessary), and will provide adequate insurance cover for the Product(s) in its own name but on behalf of the Buyer. Unloading at the agreed critical point, and the transfer of the goods to the final destination, together with the related customs obligations and operations are the sole responsibility of the Buyer. If the critical point is not indicated, the Vendor may determine a critical point at its own discretion, in order to determine the transfer of risks and costs to the Buyer, without the Buyer having any right to claim against the Vendor.

#### **4.9. VENDOR'S RIGHT TO CHARGE FOR TRANSPORT COSTS.**

As a result of the above provision, the Vendor may invoice the Buyer for the costs incurred for the transport contract, the customs operations and the related insurance cover deriving from the terms of delivery mentioned above. The Buyer must send any requests to the contrary in writing, to the Vendor, when sending the order, within 5 (five) working days from the date on which the Vendor issues the confirmation of order. The Vendor may, at its discretion, consider any derogations which will be applied on a case-by-case basis. If no such request is received, or if it is received after the five-day period mentioned above, the transport conditions mentioned in these T & C's will be deemed accepted by the Buyer, who may not under any circumstances deduct the costs from the payments or claim an exemption from the Vendor. In the event of application of terms of delivery or transport other than those stated in these T & C's, the Buyer has sole responsibility for indicating the critical point, and the Vendor may accept or reject this at its discretion.

#### **4.10. BUYER'S OBLIGATION TO COLLECT THE PRODUCT(S).**

The Buyer shall collect the Product(s) immediately after receiving the notification of arrival at the agreed critical point, or, if other delivery terms are agreed, at the time of the goods-ready notification and in any case no more than 5 (five) days from the date of such notification. The Vendor may charge the Buyer any resulting costs due to failure to fulfil these conditions or may terminate the contract for sale between the Parties at its sole discretion. The Buyer shall have no right of recourse in this regard.

#### **4.11. ALPHANUMERIC SHIPPING CODE.**

When sending the notification of arrival at the agreed critical point, or the goods-ready notification, the Vendor will send an alphanumeric shipping code identifying the Product(s) to be collected. If the Parties agree that the Buyer or its designated transport agent is responsible for collecting the Product(s) from the Vendor's warehouse, the Buyer must provide the driver with the identification code. Without the code, the Vendor is not authorized to hand the Product(s) to the driver, and will have the right to reject the request for loading, without the Buyer having the right to make any claims in this regard.

#### **4.12. OTHER TERMS OF DELIVERY.**

If the Parties have agreed terms of delivery that differ from those indicated in these T & C's, the Vendor has the right to decide, at its discretion, whether to carry out the shipment in the Buyer's name and on its behalf applying the terms of delivery described in these T & C's and charging for the transport and customs costs in the invoice within 40 (forty) working days, or alternatively it may terminate the contract for sale, even without express acceptance by the Buyer and excluding the Buyer's right of recourse.

#### **4.13. TRANSFER OF RISK FOR THE PRODUCT(S) SOLD.**

The transfer of risk from the Vendor to the Buyer, determined in accordance with the Incoterms® 2020 mentioned in these T & C's, takes place when the vehicle arrives at the agreed critical point, unless agreed otherwise in writing between the Parties.

#### **4.14. BUYER'S DUTIES TO CONFIRM RECEIPT OF THE PRODUCT(S).**

The Buyer is required to confirm receipt of the goods by countersigning the CMR document and/or transport document sent with the Product(s), by giving a legally-binding signature to be produced exclusively by an authorized representative of the Buyer who must be present during the unloading operations. If, at the time of delivery at the critical point, there is no authorized representative of the Buyer, or if the agreed critical point is in an inaccessible area, the declaration by the transport firm confirming delivery of the Product(s) in good condition and in accordance with the necessary documents will be considered sufficient and effective proof of delivery to the Buyer, and as proof of the Buyer's acceptance of the delivery of the Product(s) in good condition.

#### **4.15. BUYER'S OBLIGATIONS ON RECEIPT OF THE PRODUCT(S).**

On receipt of the Product(s), the Buyer is also required to check the number and type of Products, and that they are intact. Any complaints about defects which can easily be recognized by the Buyer in relation to the delivered Product(s) must be made in writing to the Vendor within 8 (eight) days from receipt of the Product(s), failing which they will be invalid. If the complaints are not made within the 8-day period, the supplies will be considered to be accepted and the Vendor may reject any complaints or reports sent by the Buyer after that period.

#### **4.16. PRODUCT PACKAGING.**

The Products will be delivered by the Vendor to the Buyer in suitable packaging, which conforms to current standards. The Vendor will provide packaging that is suitable for the goods remaining in storage or transit for a period of no more than 180 (one hundred and eighty) days. If the Buyer gives sufficient advance notice that the goods may remain in deposit/transit for more than 180 (one hundred and eighty) days, the Vendor may provide different packaging at the Buyer's expense. Further requests by the Buyer for special packaging may be accepted or rejected at the Vendor's discretion and will be charged to the Buyer in any case. The Vendor accepts no responsibility for any costs deriving from rules on the disposal of packaging materials which are specific to the Buyer's destination country or to the agreed critical point, unless there is a specific written agreement between the Parties.

#### **4.17. SALES WITH RETENTION OF TITLE.**

In accordance with Article 1523 of the Italian Civil Code, the Parties agree that in the case of sale by instalments, the Buyer shall acquire title to the Product(s) upon payment of the final instalment but accepts the risks from the time the Product(s) are delivered.

#### **4.18. ASSIGNMENT OF RECEIVABLES BY THE BUYER.**

By accepting these T & C's, the Buyer agrees to transfer to the Vendor the receivables due from the end customers of the Product(s) covered by retention of title, and in such a case will notify the end customers of such assignment if requested by the Vendor. The Buyer further agrees to keep the Product(s) covered by the retention of title under Article 1523 of the Italian Civil Code in good condition, and to insure them adequately against theft, breakage, fire, water damage or other possible risks. The Buyer is also required to make the Product(s) covered by retention of title clearly identifiable and will grant the Vendor full access to its premises and/or the place where the Product(s) are stored. For the purposes of Article 11 para. III of Italian Legislative Decree 231/2002, the Vendor agrees to indicate the retention of title under Article 1523 of the Italian Civil Code on any invoices that include such Products.

#### **4.19. VENDOR'S RIGHTS REGARDING REFUNDS AND/OR RETURNS REQUESTED BY THE BUYER.**

The Vendor will not make any refunds to the Buyer, nor will it accept returns of already-delivered Products from the Buyer or from its end customers, unless agreed otherwise in writing between the Parties and on condition that the Products are returned in accordance with the Vendor's returns policy as described in these T & C's. If, in the absence of an express written agreement, the Buyer decides to return the Products already delivered by the Vendor, all the costs and/or risks of transport, and any cost of storage and/or customs duty, is to be paid exclusively by the Buyer.

### **ARTICLE 5 – LIABILITY, PRODUCT CHARACTERISTICS**

#### **5.1. TECHNICAL AND/OR COMMERCIAL INFORMATION PROVIDED BY VENDOR.**

Unless expressly agreed otherwise in writing between the Parties, and without affecting the other applicable provisions of law, the Vendor declines all liability for the accuracy and completeness of the technical

information (including plans, designs, images, weights, dimensions, calculations and services) given in its business communications: such information is purely indicative and is non-binding, unless expressly agreed otherwise in writing between the Parties.

#### **5.2. BUYER'S USE OF LOGOS, IMAGES AND TECHNICAL INFORMATION OF THE VENDOR.**

The Buyer may not under any circumstances use the logos, images and technical information without prior written authorization from the Vendor: the Buyer must complete and sign the form specifically provided for this purpose by the Vendor, and must await the Vendor's authorization.

#### **5.3. EXCLUSION OF VENDOR'S WARRANTY FOR USE OF PRODUCT(S) OTHER THAN FOR THE DESIGNATED USE.**

The Vendor provides no guarantee whatsoever that the Product(s) will be suitable for any use other than the use for which it/they is/are normally intended. The Buyer is required to read the technical specifications of the Product(s) and the instructions and warnings given in relation to their use. The Buyer may not make, directly or indirectly, any change, modification or alteration to the Product(s) and shall also bear full direct or indirect liability (whether foreseeable or not) deriving from any illegal act, and/or in the case of partial and/or total breach of its obligations.

#### **5.4. BUYER'S OBLIGATIONS CONCERNING PROPER MARKETING OF THE PRODUCT(S).**

The Buyer shall ensure that the Product(s) are only marketed if they comply with all the laws, regulations and other standards applicable in the country in which they are sold, whether they relate to packaging, instructions, the transmission of information or, more generally, to the safety of persons and property. The Buyer is exclusively responsible for ensuring that the use and marketing of the Product(s) conform to the above standards and to the requirements of its customers and to good practice. The Buyer shall also fully indemnify and hold harmless the Vendor with reference to the provisions of these T & C's.

#### **5.5. PRODUCT MODIFICATIONS, UPGRADES AND DISCONTINUED PRODUCTS.**

Without affecting the foregoing provisions, the Vendor may at its sole discretion update, modify and/or terminate the production of all or certain types of the Products. In this regard the Buyer also recognizes and accepts that advances in technology, market conditions or sales policies of the Vendor allow the Vendor to modify the specifications of a Product or to terminate the production and/or sale of one or more types of Products. However, the Vendor shall not under any circumstances be liable towards the Buyer and/or towards third parties for any direct or indirect losses that may result from a decision by the Vendor in this regard.

#### **5.6. NO EXCLUSIVITY ON THE SALE OF PRODUCT(S).**

The Vendor grants no right of exclusivity for the sale of the contractual Product(s) governed by these T & C's, unless expressly agreed in writing between the Parties; any circumstances leading to a situation of exclusivity between the Parties shall not under any circumstances establish any rights or expectations for the Buyer in this regard.

#### **5.7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS TO THE PRODUCT(S).**

Unless agreed otherwise in writing between the Parties, the Vendor is the sole proprietor of the copyrights, and all the rights of industrial property originally ascribed to it. Such rights may not be transferred with the sale of the Product(s) and shall always remain the exclusive property of the Vendor. Therefore, they may not be reproduced, used or made available to third parties without the prior written consent of the Vendor. If such rights are infringed, the Buyer must immediately inform the Vendor and shall indemnify the Vendor immediately with no right of recourse. Such obligations shall remain in force even after termination of the contract of sale and/or of the commercial relationship between the Parties.

#### **5.8. EXCLUSIONS OF VENDOR'S LIABILITY.**

Without affecting the limitations on the Vendor's warranty, the Parties expressly accept that under no circumstances may the Vendor's total liability exceed 7% (seven per cent) of the price agreed for the disputed Product(s).

### **ARTICLE 6 - FORCE MAJEURE.**

#### **6.1. FORTUITOUS EVENTS - FORCE MAJEURE.**

The Vendor shall not be held liable towards the Buyer for any breach of contract including non-delivery or late delivery due to events beyond its reasonable control or related to fortuitous events or force majeure.

#### **6.2. FORCE MAJEURE.**

Should an event of force majeure occur, the obligations of the Parties that could not be fulfilled due to such an event shall be extended automatically (except for the Buyer's obligation to pay the Vendor the price due, by the date originally agreed), with no penalty payable by the Vendor, for a period corresponding to the duration of the condition of force majeure.

#### **6.3. FORCE MAJEURE (continued).**

If, during the execution of the contract for sale between the Parties, force majeure events affect or halt the production and/or procurement of a specific raw material or of a Product or the implementation of a certain technical procedure such that the Vendor is technically unable to fulfil the contractual supplies, the Vendor may propose a similar Product to the Buyer and may agree the price.

### **ARTICLE 7 – WARRANTY.**

#### **7.1. PRODUCT WARRANTIES.**

Unless specifically agreed otherwise in writing, the Vendor usually guarantees the quality of the Product(s) for a maximum of 12 (twelve) months from the date of delivery to the Buyer, except for wear and tear due to use and/or storage with normal diligence, and except for any defects and/or flaws caused by transport. This warranty excludes any further damages, including damages due to non-production or reduced production, as well as indirect or consequential or special, incidental and/or disciplinary damages.

#### **7.2. PRODUCT WARRANTIES (continued).**

In accordance with Article 1495 of the Italian Civil Code, the Buyer forfeits the right of warranty under Article 1490 of the Italian Civil Code if it fails to report any faults (which are not easily recognizable) to the Vendor within 8 (eight) days from discovery; in accordance with Article 1495 (III) of the Italian Civil Code, an action under warranty is limited to one year from the date of delivery.

### **ARTICLE 8 – COMPLAINTS AND RETURNS.**

#### **8.1. RETURNS PROCEDURE.**

The Product(s) may be returned by the Buyer to the Vendor only with the prior written authorization of the Vendor: such authorization can only be obtained if the Buyer provides a written report containing enough information to specifically identify the defect, the Product under dispute and the batch number, the date and place of delivery (e.g. order, transport document, shipment number, invoice). The Vendor may request additional information or audio-video media highlighting the defects complained of by the Buyer to authorize or reject the return of the disputed Product(s). In the case of authorization, the Vendor will provide an alphanumeric code identifying the returned Product(s). The Buyer must indicate the code on the documents accompanying the returned Product(s); if the code is not indicated, the Vendor may reject the request, without any possibility for the Buyer to make a claim and/or charge for the shipping costs.

#### **8.2. ACCEPTANCE OF RETURNED GOODS.**

If the Vendor does authorize the return of the Products, the Buyer must send the Products in question to the registered office of the Vendor or to another place specified by the Vendor, in order to allow the Vendor to carry out the necessary checks, within 30 (thirty) days from the notification of Vendor's authorization to return the products, unless agreed otherwise in writing by the Parties. The Parties agree that after the Vendor has carried out the necessary checks and if the defects or flaws complained of by the Buyer are accepted, the Vendor may, at its sole discretion, authorize the issue of one or more replacement Products, the return of the reconditioned Product(s), or the issue of a credit note corresponding to the recognized defects; any other right or claim by the Buyer is hereby excluded.

#### **8.3. NON-ACCEPTANCE OF RETURNED GOODS.**

If the Vendor does not authorize the return of the Product(s), the Vendor may request the Buyer to collect the returned Product(s) at its own expense. If the Buyer does not collect the Product(s) within 6 (six) months from the date of the Vendor's request, the Vendor may scrap the disputed Product(s) and charge the Buyer for the costs of scrapping,

subject to the right to reimbursement of the cost of storing the Product(s) in any case.

**8.4. BUYER'S OBLIGATIONS IN THE CASE OF COMPLAINTS AND/OR OBJECTIONS.**

Any complaints or objections by the Buyer shall not entitle the Buyer to suspend, delay or cancel the payment of the Product(s) in the contract, nor the price of one or more Products included in any other supplies by the Vendor made to the same Buyer.

**ARTICLE 9 – APPLICABLE LAW AND JURISDICTION.**

**9.1. APPLICABLE LAW.**

These T & C's and all contracts for sale to which the Vendor and the Buyer are party shall be governed exclusively by Italian law.

**9.2. COMPETENT COURT.**

The Parties agree that the sole competent court for any disputes relating to the signing, interpretation, execution or termination of these T & C's and of any contracts for sale to which the Vendor and the Buyer are party shall be that of the registered office of the Vendor.

**9.3. BUYER'S COMPLIANCE WITH ITALIAN LEGISLATIVE DECREE NO. 231/01 - VENDOR'S CODE OF ETHICS AND COMPANY REGULATIONS.**

The Buyer (including its directors, executives, employees and agents) undertakes to read the Code of Ethics and provisions of law in

accordance with Italian Legislative Decree 231/2001 as amended and the company regulations implemented by the Vendor and displayed on its website, to comply with the provisions of such documents. Unless agreed otherwise in writing, the Buyer shall at its own care and expense complete all the formalities pertaining to the importing of the Product(s) supplied by the Vendor into the country of final destination. The Buyer fully indemnifies the Vendor in respect of all liability in this regard.

**ARTICLE 10 – PROCESSING OF PERSONAL DATA.**

**10.1. PRIVACY.**

In accordance with Article 6 (1)(a) of Regulation (EU) No. 679/2016 (self-legitimation to the processing of personal data in economic relations), the Parties agree and give their mutual authorization to the processing of their personal data pursuant to Article 4 (1) of Regulation (EU) No. 679/2016 within the limits of the pre-contractual phase or within the limits of execution of the services mentioned in the contract for the sale and purchase of the Product(s) as governed by these T & C's.

Reggio Emilia, 1 January 2025.