

## Art. 1 - CONTRACT

### 1.1. Scope of Application

These General Conditions govern all current and future sales contracts entered into by the Seller regarding its Products and/or Services, briefly referred to as Products hereafter, except for any specific derogations agreed in writing. They apply to contracts with Parties based in Italy as well as to contracts with Parties based in other States. All contracts governed by these general conditions are regulated by Italian law and, in particular, contracts between parties based in different states are governed by the Vienna Convention on the International Sale of Goods of April 11, 1980 (hereinafter abbreviated as C.V.). Any references to terms of delivery shall be understood as referring to the INCOTERMS ed. 2020 of the International Chamber of Commerce.

### 1.2. Formation of the Sales Contract

The Buyer's acceptance of the Seller's offer or order confirmation, however made, entails the application of these General Conditions to the sales contract, even when acceptance occurs by mere execution of the contract. The Seller's offer is considered firm and irrevocable only if it is so designated in writing by the Seller and specifies a validity period. Despite the Seller's silence, the Buyer's response containing additions or modifications, even if not substantially altering the terms of the proposal, is considered a counter-offer. Any offers made by agents, representatives, and/or commercial auxiliaries of the Seller are not binding until confirmed by the Seller.

### 1.3. E-Shop

Should the Buyer wish to use online services to send the contract to the Seller, they must contact the Seller's commercial services, which will provide them with an identification code (UserID) and a password (Password) allowing them to access the digital archive of their documentation and take advantage of the contractual conditions (delivery, payment, etc.) already defined with the Seller for non-online supplies.

## Art. 2 - SAMPLES, DESIGNS AND TECHNICAL DOCUMENTS - SUBCONTRACTING - CONFIDENTIALITY

### 2.1. Catalogs and Price Lists

Weights, dimensions, capacities, yields, colors, prices, and other data appearing in catalogs, prospectuses, advertisements, illustrations, price lists, or other Seller documents, as well as the characteristics of samples and models sent by the Seller to the Buyer, are approximate indications and, therefore, are not binding unless expressly stated as such in the offer or order confirmation by the Seller.

### 2.2. Intellectual Property

Any design, document, technical information, or software related to the Products offered by the Seller, both before and after the contract is concluded, remains the exclusive property of the Seller or its Suppliers. Such designs, documents, technical information, or software may not be used by the Buyer for extr contractual purposes or copied, reproduced, transmitted, or communicated to third parties without the prior written consent of the Seller. The Buyer, in particular, may not entrust third parties with, nor directly manufacture, Products that are a reproduction, whether total or partial, of the Products or that otherwise employ the intellectual property rights, know-how, or technology of the Seller or its Suppliers.

### 2.3. Confidentiality

The Buyer undertakes not to disclose to third parties or use for extr contractual purposes, even after the termination of any relationship with the Seller, any commercial or business secrets, as well as any confidential information of the Seller that they have come to know during the contractual relationships established with the latter.

## Art. 3 - DELIVERY OF PRODUCTS

### 3.1. Shipping

Unless otherwise agreed, the delivery of Products occurs "Ex works" (Incoterms 2020), even when the Parties have agreed that the shipment and/or assembly are to be carried out by the Seller. In such cases, the Seller acts as the agent of the Buyer, with transportation being at the expense and risk of the latter.

### 3.2. Risks

The risks pass to the Buyer according to the applicable INCOTERMS. The Seller is not liable for any loss or damage to the Products after the transfer of risks, and the Buyer is still obligated to pay the agreed price.

### 3.3. Delivery Terms

The Seller will do their best to respect the delivery terms indicated in the offer or in the order confirmation, which, unless otherwise agreed in writing between the Parties, are not considered essential.

### 3.4. Penalty

In case of delayed delivery for reasons directly attributable to the Seller or its subcontractors, and for which the Buyer has suffered actual damage, the Buyer has the right to demand from the Seller payment of a penalty calculated as follows: for each full week of delay exceeding a grace period of five (five) full weeks, the Price for the delayed Products, upon written request of the Buyer made before the payment of the relevant invoice,

will be reduced by 0.5%, up to a maximum reduction of 2% of the Price of such delayed Products. This penalty constitutes the sole and exclusive remedy for the Buyer in the case of delayed delivery, subject to the limits imposed by mandatory rules.

### 3.5. Extension of Delivery Terms

The delivery terms shall be deemed extended for a period equal to the duration of the impediment if the Buyer does not provide in a timely manner the data or materials necessary for the supply, requests variants during execution, or delays in responding to approval requests for drawings or executive schemes.

### 3.6. Taking Delivery

The Buyer is always required to take delivery of the Products, even in the case of partial, advanced, or subsequent deliveries to the date agreed by the Parties. Under no circumstances can the Seller be held liable for direct and/or indirect damages resulting from early or delayed delivery of the Products. In the event that the Buyer does not take delivery of the Products for reasons not attributable to the Seller or to force majeure, the Buyer will bear all expenses and any amount due, for any reason, to the Seller becomes immediately due and payable.

In such case, the Seller may:

- store the Products at the risk, peril, and expense of the Buyer;
- ship the Products in the name, on behalf of, and at the expense of the Buyer to the latter's premises;
- sell the Products by any means on behalf of the Buyer, retaining from the proceeds the entire amount due as well as the expenses incurred.

Further damages are reserved.

### 3.7. Installation, Commissioning, and Testing

In cases where the sales contract specifically indicates that installation at the buyer's premises is the responsibility of the Seller, the buyer undertakes to perform in a timely manner as specified in the "Installation and Commissioning Conditions" provided by the Seller. In cases where the sales contract specifically indicates that commissioning and testing at the buyer's premises are the responsibility of the Seller, it is necessary to prepare and sign by both parties a record of commissioning and testing; before such record is signed, the goods may not be used.

### 3.8. Export

Unless otherwise specified in the Order, the Buyer is responsible for compliance with all import and export control laws and regulations. The Buyer will obtain the necessary import, export, re-export approvals and licenses for products, transfers, services, and technical data delivered and will maintain documentation supporting compliance with such laws and regulations. The Seller will not be liable to the Buyer for any failure to supply products and services, resulting from governmental actions affecting the Seller's ability to perform, including: (1) the failure to issue or the cancellation of export or re-export licenses; (2) any subsequent interpretation of any applicable import, transfer, or export law or regulation, after the date of any Order or commitment, that has a materially adverse effect on the Seller's performance; or (3) delays due to the Buyer's non-compliance with applicable import, export, transfer, or re-export laws and regulations.

## Art. 4 - WARRANTY

### 4.1. Conformity

The Seller guarantees that the supplied Products are in conformity with quantity, quality, type, and the technical specifications expressly agreed upon in the contract, excluding any warranty about the specific use to which the Buyer, or their sub-buyer, intends the purchased product, and that they are free from defects that could make them unsuitable for their intended use.

### 4.2. Warranty for Defects

The warranty for defects is limited to defects in the Products resulting from material or manufacturing defects attributable to the Seller and does not operate in the case where:

- The Buyer has not proven that they have made correct use, maintenance, storage, and conservation of the Products;
- The Buyer has made modifications or repairs to the Products without the prior written consent of the Seller;
- The Products have been assembled or used incorrectly;
- The defects of the Products are due to the normal wear and tear of those parts that, by their nature, are subject to rapid and continuous wear;
- The defects in conformity have their cause in a fact subsequent to the transfer of risks to the Buyer.

### 4.3. Duration

The warranty has a duration of twelve months for new products and six months for spare parts and repairs, starting from the date of delivery, and is subject to regular reporting by the Buyer as per this article, and the express written request to the Seller to carry out a warranty service. The warranty for replaced or repaired products runs from the day of the possible replacement or repair. The warranty for components of the product replaced or repaired runs from the day of the possible replacement or repair, and however, applies only to the repaired or replaced component.

#### 4.4. Reporting of Defects

The reporting of defects or conformity defects of the Products must be made by the Buyer in writing and detail the defects and non-conformities contested, the date of delivery, and the quantity of defective Products. The report must be made via certified email to [hombberger@ticertifica.it](mailto:hombberger@ticertifica.it), under penalty of forfeiture within no later than 15 days from the date of delivery in the case of apparent defects or from the date of discovery, provided it is within the warranty period, in the case of hidden defects, defects, or non-conformities.

#### 4.5. Warranty Forfeiture

The Buyer forfeits the right to warranty if they do not allow any reasonable inspection requested by the Seller or if, having the Seller requested the return of the defective Product at their expense, the Buyer omits to return the defective Products within 15 days from the request. In the case where the report made by the Buyer turns out to be unfounded, the latter will be required to compensate the Seller for all expenses incurred by the latter for the assessment.

#### 4.6. Warranty Acknowledgment

If, however, the report by the Buyer, made in accordance with what is stated in this article, turns out to be well-founded, the Seller will provide - at its exclusive and discretionary choice and within a reasonable term (taking into account the extent of the contestation) - to repair or replace free of charge EXW-Seller's premises the defective or non-conforming Products. The return of the Products is at the expense of the Buyer.

Where the Parties agree on the opportunity to carry out repair or replacement operations directly at the Buyer's facilities or elsewhere, the travel expenses - including travel, meals, and accommodation of the Seller's personnel - will be borne by the Buyer, who will also provide all the means and auxiliary personnel required to carry out the intervention in the quickest and safest way.

#### 4.7. Warranty Period Term

Once the warranty period has expired, no claims can be made against the Seller.

### Art. 5 - PRICES AND PAYMENT CONDITIONS

#### 5.1. Prices

The prices of the goods are always understood to be "Ex-works" (Incoterms 2020), excluding packaging, calculated separately. In the offers, the supplier indicates the terms within which the proposed conditions are to be considered valid. The minimum value for the individual contract is Euro 250.00 + VAT (unless otherwise specified).

#### 5.2. Payment Terms and Conditions

The price of the goods, and any other amount due for any reason to the Seller, are understood to be net at the Seller's domicile. The Buyer is required to make payments precisely at the agreed deadlines, even if they have not yet had the opportunity to examine the goods. Non-compliance with the terms and conditions of payment exempts the Seller from any obligation to deliver, even regarding goods other than those referred to in such non-compliance, and gives them the right to proceed with the advance collection of the entire credit, provided that they do not prefer to resolve the contract, retaining as a penalty, and without prejudice to further damages, the sums paid by the Buyer up to that point.

#### 5.3. Payments in Case of Seller's Default

The Buyer may not assert any defaults by the Seller if they are not in compliance with the payments; any defaults by the Seller do not allow the Buyer to suspend or delay payments.

#### 5.4. Delay in Payments

Any delay or irregularity in payment gives the Seller the right, upon simple communication, to suspend supplies or resolve ongoing contracts, even if not related to the payments in question, as well as the right to compensation for any damages. The Seller also has the right, from the expiry of the payment without the need for a formal notice, to default interest at the rate established by legislative decree 231/2002 and 192/2012. The delay in payments also gives the Seller the right to exclude the warranty referred to in Art. 4 for the entire period during which the delay persists.

### Art. 6 - RETENTION OF TITLE

#### 6.1. Transfer of Ownership

The goods become the property of the Buyer upon delivery.

#### 6.2. Retention of Title

In the case of deferred payments, the goods delivered remain the property of the Seller until full payment of the price. The Buyer undertakes to do whatever is necessary to make the retention of title effective, in the most extensive form in favor of the Seller; they also undertake to cooperate with the Seller in the measures necessary to protect the Seller's right of ownership. The Seller is authorized to perform, at the expense of the Buyer, any formality necessary to make the retention of title enforceable against any third party.

#### 6.3. Prohibition of Disposal Acts

The Buyer may not resell, assign, or use as a guarantee the purchased goods without having first fully paid the price to the Seller, to whom must be immediately made known, by registered letter, any enforcement procedures that, upon request of third parties, have affected said goods.

#### 6.4. Effects of Violation of Obligations under this Article

In case of violation of the obligations of the Buyer provided for in this article, the Seller will have the right to resolve the contract with immediate effect, retaining as a penalty the sums already paid and without prejudice to further damages.

### Art. 7 - SUPPLY ON APPROVAL

#### 7.1. Supply on Approval

Supply on approval is a type of commercial agreement in which a potential Seller provides Products to a potential customer without requiring immediate payment. The Products are provided with the opportunity for the customer to examine them and assess their quality or suitability for their use before committing to purchase. If the Products meet the customer's requirements, they are purchased; otherwise, they can be returned to the supplier without additional charges.

#### 7.2. Product Identification

Should the Customer request, and the Seller agrees to deliver Products on approval, such Products are clearly identified with code, description, and price. Unless otherwise agreed in writing between the parties, the Seller provides the delivery of the Products on approval, by courier, to the Customer's domicile, issuing the relevant transport document, which includes, among others, the following information:

- the express wording: "delivery on approval";
- the quantity, description, and codes of the Products;
- the price of the Products agreed in case the supply is finalized into a sales contract
- the term within which the Products on approval must be returned to the Seller or the supply must be transformed into a sales contract. In the absence of a specified term, it is understood to be 60 (sixty) days from the date of shipment indicated in the relevant transport document.

#### 7.3. Custody of Goods on Approval

The Customer may not use the products provided on approval and is responsible for any damage caused to themselves or to third parties by using them. The Customer is required to keep the Products received on approval with the utmost diligence and to return them, at their expense, to the Seller's domicile, intact and in their original packaging. Should the returned Products or their packaging be damaged, the Customer is liable for the expenses incurred by the Seller for their repair or refurbishment and, should repair not be possible, for the payment of the sale price, without prejudice in any case to compensation for any further damages.

#### 7.4. Sales Contract or Return

The Customer has the option, within the term referred to in Art.7.2, to finalize the sales contract (which is still subject to these supply conditions) or return part or all of the goods. The decision must be communicated in writing to the Seller, promptly, by email, and must refer to the entire goods. It is not possible to purchase and/or return part of the goods and retain part of them on approval.

#### 7.5. Non-Return

In the event of non-return of the products on approval within the agreed term, the contract is considered finalized into a sales contract under the general conditions stated in this document. In particular, the commencement of the warranty will refer to the date of delivery of the original transport document. The Customer is thus obligated to pay the Seller the agreed price of the Products and to pay upon receipt of the invoice.

### Art. 8 - LIMITATION OF LIABILITY OF THE SELLER

#### 8.1. Indirect Damages

To the maximum extent permitted by applicable law, the total liability of the Seller for any claim, liability, or expense of any kind shall not exceed the sum of the Buyer's payments for the part of the products that are the subject of the claim. The Seller will not be liable for indirect, special, punitive, incidental, or consequential damages of any kind including, without limitation, business interruption, third-party claims for damages due to business interruption, or lost profits, loss of savings, competitive advantage, or goodwill, regardless of whether they are foreseeable or not.

### Art. 9 - TECHNICAL NORMS AND CIVIL LIABILITY

#### 9.1. Proper Use of Products

The Seller and the Buyer are aware that each of the parties has mutual obligations regarding compliance with all safety and health standards relating to the Products. The Buyer is familiar with the Products and recognizes that they have their own independent knowledge of the risks that are known in their industrial sector. The Buyer will comply with all legal prescriptions on safety and health concerning the Products and will adopt all reasonable and practical measures so that their employees, agents, contractors, and customers are informed, warned, and made aware of all associated risks and all appropriate precautionary measures for the Products, including risks related to transport, shipment, storage, use, and disposal.

#### 9.2. Buyer's Liability

The Buyer assumes, towards their employees, their contractors, and subsequent buyers of the Products sold, all responsibilities related to such necessary warnings and other precautionary measures. The Buyer will defend at their own expense, fully compensate, and hold harmless the Seller and its agents, officers, administrators, employees, representatives, successors, and assigns from and against any and all liabilities, losses, damages, claims, penalties, fines, legal actions, civil or administrative proceedings or arbitrations, judgments of any jurisdiction, costs, and expenses (including, but not exclusively, the expenses of lawyers appointed by the Seller and related costs) resulting or otherwise connected to the Buyer's failure to provide the necessary warnings and other precautionary measures in relation to the Products sold and the Supply, except as limited by mandatory rules.

**Art. 10 - EXPRESS RESOLUTORY CLAUSE**

**10.1. Termination of the Contract**

The Seller may declare the contract terminated upon the occurrence of the following circumstances:

- a) significant change in the Buyer's economic conditions and solvency as well as any delay or irregularity in payment by the Buyer, even relating to a different supply.
- b) failure by the Buyer to fulfill the obligations of Art. 2.2 Intellectual Property and Art. 2.3 Confidentiality;

The Seller will communicate by certified email or registered letter A.R anticipated by email or courier their intention to avail themselves of the express resolatory clause. The termination will occur and take effect from the date of receipt of the relevant communication.

**10.2. Termination for Breach**

Each Party, before acting to terminate the Contract, must demand in writing compliance by granting the other Party a term not less than 15 days. In any case, the Buyer may not request the termination of the Contract in the case where the Seller within the above-mentioned term has begun to comply and has thus continued in good faith to diligently execute the Contract.

**10.3. Termination for Convenience**

The orders issued by the Buyer are considered fixed and irrevocable. Should the Buyer intend to partially or totally cancel an order, or postpone the delivery scheduled in the contract by more than 12 months, following a supply already made by the Seller, the Seller will quantify the costs and any damages to be borne (obsolescence of goods, impossibility of reselling the goods to other Customers, financial charges, new warranty conditions, etc.) the reimbursement of which will be recognized by the Buyer.

**Art. 11 - FORCE MAJEURE**

**11.1. Force Majeure**

For "Force Majeure Event" is meant any event outside the control of the Seller that affects the production or delivery capacity of the Products - including, by way of example, strikes, failed or delayed delivery, even partial, of raw materials by the Seller's suppliers, partial or total breakdowns of machinery and plants to be used in the manufacture of the Products, fires, floods, riots, decisions by the authorities, regulatory changes, epidemics, pandemics, or other health emergencies.

**11.2. Suspension of Deliveries**

Where the production and/or delivery of the Products by the Seller is made impossible, excessively onerous, or delayed due to a Force Majeure Event as defined in the previous Art. 11.1., the Seller may, at its choice: (i) suspend the deliveries of the Products until the Force Majeure Event has ceased; (ii) deliver a lesser quantity of Products, if the Products in its own warehouse are insufficient and are allocated proportionally to satisfy other customers of the Seller; (iii) withdraw from the contract, giving timely written notice to the Buyer. Following the withdrawal, the Seller will complete the execution of the delivery of the Products purchased by the Buyer for the part not affected by the Force Majeure Event, it being understood that the Buyer will not advance any further claim against the Seller, arising directly or indirectly from the anticipated dissolution of the contractual relationship.

Should the impediment due to the Force Majeure Event persist for a period longer than 90 (ninety) days, each party will have the right to withdraw from the respective contract, without any right arising on their part against the other party for compensation for damages.

Should Force Majeure Events occur, the Seller will in no case be liable for any damages arising for the Buyer from the delay in the delivery of the Products.

**Art. 12 - FINAL RULES**

**12.1. Authoritative Text**

Should the contract be drafted in multiple languages, the text in the Italian language shall prevail.

**12.2. Void Clauses**

The possible partial invalidity of a clause will not entail the invalidity of the entire clause, and the invalidity of individual clauses will not entail the invalidity of the entire contract.

**12.3. Titles**

The title of these general conditions, as well as the titles of the articles thereof, are only indicative and do not entail a limitation of what is provided therein.

**12.4. Assignment of the Contract**

The contract may not be assigned by one of the parties without the written consent of the other.

**Art. 13 - APPLICABLE LAW - DISPUTES**

**13.1. Applicable Law**

For everything not provided for, these General Conditions are governed by Italian law.

**13.2. Mediation**

In case of disputes, before initiating any legal proceedings, the parties commit to attempting to amicably resolve any dispute or divergence that arises from or in relation to this contract through a mediation process. The mediation will be conducted according to the Mediation Regulation of the International Chamber of Commerce by a mediator chosen by mutual agreement between the parties. The mediation will take place in Genoa and will be conducted in Italian. The parties agree that the mediation

process must begin within 30 days from the written request of one of the parties to initiate mediation. During the mediation process, neither party shall have the right to initiate legal actions or arbitrations related to the dispute in question, except in cases where this is necessary to preserve the legal rights of the parties.

The costs related to the mediation, including the fees of the mediator and travel expenses, will be shared equally between the parties, unless otherwise agreed at the end of the mediation. The parties agree that all information exchanged during the mediation process, including the agreements reached, will be treated as confidential and may not be used in subsequent legal or arbitration proceedings, except as necessary for the implementation and execution of such agreements.

**13.3. Competent Forum**

In case it is not possible to adopt the mediation referred to in Art. 13.2., for any dispute related to or otherwise connected to the contracts to which these General Conditions apply, the competent forum is exclusively that of Genoa. However, the Seller will also have the right to act before the forum of the Buyer's domicile.

The Buyer  
.....  
(signature and stamp)

Pursuant to and for the effects of articles 1341 and 1342 of the Civil Code, the following articles are expressly approved: Art. 2 - Samples, Designs and Technical Documents, Confidentiality; Art. 3.6 - Taking Delivery; Art. 3.8. Export; Art. 4.5 Warranty Forfeiture; Art. 5.4 Delay in Payments; Art.8. Limitation of Liability of the Seller; Art. 9.2. Buyer's Responsibility; Art. 10 Express Resolutive Clause; Art. 12 Final Rules; Art. 13 - Applicable Law - Disputes.

The Buyer  
.....  
(signature and stamp)