

GENERAL SALES CONDITIONS

Art. 1 - SCOPE

1.1 - These General Conditions govern all present and future sales contracts entered into by the Seller with regard to its Products, except for any exceptions specifically agreed upon in writing. These General Conditions apply both to contracts with Parties established in Italy and to contracts with Parties established in different States. Any reference to the terms of trade shall be understood to be made to the INCOTERMS 2020 of the International Chamber of Commerce.

1.2 These General Conditions cancel and replace any other clause and/or General Purchase Conditions attached or otherwise indicated in the orders and/or in the different documentation sent by the Buyer, unless expressly accepted in writing by the Seller. In the latter case as well, unless expressly waived in writing between the Parties, the other clause and/or General Purchase Conditions shall be coordinated with these General Conditions that, insofar as they are compatible, shall remain valid and effective between the Parties.

Art. 2 – FORMATION OF SALES CONTRACT

2.1 - The acceptance by the Buyer of the Seller's offer or order confirmation, howsoever made, entails the application of these General Conditions to the sales contract, even when acceptance takes place by means of execution of the contract. The Seller's offer shall be deemed firm and irrevocable only when it is qualified as such in writing by the Seller and a term of validity is specified therein. The Buyer's reply containing supplements or amendments, even if such as not to substantially alter the terms of the Supplier's proposal shall be deemed as a counterproposal, notwithstanding the Seller's silence. Any offers made by agents, representatives and/or sales assistants of the Seller shall not be binding for the Seller until confirmed by it.

Art. 3 - SAMPLES, DRAWINGS AND TECHNICAL DOCUMENTS - SUBCONTRACTING - CONFIDENTIALITY

3.1 - The weights, dimensions, thicknesses, capacities, prices, yields, colours and other data contained in the Seller's catalogues, brochures, advertisements, illustrations, price lists or other documents, as well as the characteristics of the samples and models sent by the latter to the Buyer, are to be considered purely indicative and, therefore, they are not binding, unless expressly mentioned as such in the Seller's offer or order confirmation.

3.2 - Any drawing, document, technical information or software which permits the manufacture or assembly of the sold Products or parts thereof which are delivered to the Buyer, both before and after the conclusion of the contract, remain the sole property of the Seller. The above-mentioned drawings, documents, technical information or software may not be used by the Buyer for non-contractual purposes as well as copied, reproduced, sent or communicated to third parties without the prior written consent of the Seller. The Buyer, in particular, may not entrust to third parties, nor carry out directly, the manufacture of Products which are a total or partial reproduction of the Products or which in any case use intellectual property rights, know-how or technology of the Seller.

3.3 - The Buyer's drawings, documents, technical information or software delivered to the Seller before or after the conclusion of the contract, shall remain the sole property of the Buyer and shall not be used by the Seller, or copied,

reproduced, sent or communicated to third parties without the written consent of the Buyer to the extent that they are:

- a) covered by a patent or other industrial or intellectual property right of the Buyer; or
- b) secret, i.e. they do not refer to knowledge made public by the Buyer or otherwise known to the generality of the operators in the sector, and are not trivial; provided, however, that the Buyer has expressly made known to the Seller in writing its desire to reserve for itself the exclusive right of exploitation.

3.4 - The Seller reserves the right, under its own responsibility, to subcontract part of the Products ordered by the Buyer.

3.5 - The Buyer undertakes not to disclose to third parties or to use for non-contractual purposes, even after the termination of any agreement with the Seller, any commercial or business secrets, as well as any confidential information of the Seller, that it became aware during the contractual relationship.

Art. 4 - PRODUCT DELIVERY

4.1 - Unless otherwise agreed, the delivery of Products shall take place *Ex works (Incoterms 2020)*, even when the Parties have agreed that shipment and/or assembly shall be carried out by the Seller. In this case, the Seller shall act as the Buyer's agent, it being understood that transport shall be carried out by the Buyer at its own expense and risk.

4.2 - The risks shall pass to the Buyer according to the applicable INCOTERMS. In no case, the Seller shall be liable for the deterioration or damage of the Products occur after the passing of risks and the Buyer shall in any case be obliged to pay the agreed price.

4.3 - The Seller shall make its best efforts to comply with the delivery terms indicated in the offer or in the order confirmation, which, unless otherwise agreed in writing between the Parties, cannot be regarded as essential.

4.4 - Should the Parties have agreed to the payment of a penalty by the Seller in case of delay in the delivery of the Products, the Buyer shall not be entitled to claim, as compensation for damages caused by the delay, the payment of amounts in addition to those agreed as a penalty.

4.5 - The delivery terms shall be understood as extended by a period equal to the duration of the impediment if the Buyer does not provide - in due time - the data or materials necessary for the supply, requests variations in progress or is late in responding to requests for approval of the drawings or the executive diagrams.

4.6 The Buyer shall always held to take delivery of the Products, even in the case of partial deliveries, early deliveries, or deliveries carry out after the date agreed by the Parties. Under no circumstances, the Seller shall be liable for direct and/or indirect damage deriving from early or delayed delivery of the Products. Should the Buyer does not take delivery of the Products for reasons not attributable to the Seller or force majeure, the Buyer shall support all the expenses that may derive therefrom and any sum due, at any time, to the Seller will become immediately due.

In this case the Seller may:

- a) put in stock the Products at the risk, danger and expense of the Buyer; or
- b) send the Products in the name, on the behalf of and at the Buyer's expense to the Buyer's premises; or

- c) sell the Products by any means on behalf of the Buyer, withholding from the proceeds the whole sum due, as well as the expenses incurred.

Eventual further damages not excluded.

Art. 5 - WARRANTY

5.1 - The Seller warrants that the supplied Products comply in terms of quantity, quality, type as well as to technical specifications expressly agreed in the contract, excluding any warranty regarding the specific use which the Buyer, or its sub-buyer, makes of the purchased product. Moreover, the Seller warrants that the Products are free from defects that may make them unsuitable for their intended use.

5.2 - The warranty shall be limited to defects of the Products resulting from defects in material or manufacturing attributable to the Seller and shall not be valid if:

- a) the Buyer fails to prove that the Products have been properly used, maintained, stored and looked after;
- b) the Buyer has made changes or repairs to the Products without the prior written consent of the Seller;
- c) the Products have been assembled or used incorrectly;
- d) Product defects are due to normal wear and tear of those parts which, by their nature, are subject to rapid and continuous wear and tear;
- e) the conformity defects were caused by an event subsequent to the transfer of risks to the Buyer.

5.3 - The warranty lasts for 12 (twelve) months starting from the date of delivery of the Products to the Buyer. The warranty is subject to regular and timely notification of defects and nonconformities by the Buyer according to the provisions of the following paragraph, as well as express written warranty service request. The warranty for replaced or repaired Products shall become effective from the day of any replacement or repair. The warranty for the replaced or repaired components of the Product shall begin on the day of replacement or repair, and in any case applies only to the repaired or replaced component.

5.4 - The Buyer shall notify Products defects or nonconformities in writing, indicating in detail the detected defects and nonconformities, the date of delivery and the quantity of defective Products. The notification must be made, under penalty of forfeiture, within and not later than 15 days from the date of delivery in the case of obvious defects or from the date of discovery, provided that it is made within the warranty period, in the case of hidden faults, defects or nonconformities.

5.5 - The Buyer shall forfeit the warranty if it fails to agree any reasonable check requested by the Seller or if, the Seller offers to replace the fault part at its own expense, the Buyer fails to return the defective Products within 15 days from the request.

5.6 - Should the Buyer's complaint is unfounded, the Buyer shall be obliged to reimburse the Seller for all expenses incurred by the latter for the inspection. Instead, should the Buyer's complaint, made in accordance with the provisions of this article, is well-founded, the Seller shall, in its sole discretion and within a reasonable time (having regard to the seriousness of the complaint), repair or replace free of charge defective or nonconforming Products at the Seller's premises. The Buyer shall be responsible for returning the Products. Should the Parties agree that the repair or replacement operations are best carried out directly at the Buyer's premises or elsewhere, the travel expenses - including travel, board and lodging of the Seller's personnel - shall be to the charge of the Buyer, who shall also provide all means and auxiliary personnel required to do the job in the fastest and safest way.

5.7 - Once the warranty period has elapsed, no claim may be made against the Seller.

Art. 6 - LIMITED LIABILITY OF SELLER

6.1 - Except in case of fraud or gross negligence on the part of the Seller, any compensation for any damage to the Buyer shall not in any case exceed the invoice value of the defective Product. The warranty referred to in the previous Article includes and supersedes all legal warranties for defects and conformity, excluding any other possible liability of the Seller, howsoever deriving from the supplied Products. The Buyer shall therefore not be entitled to lodge any other claims for damages, price reduction or contract termination.

6.2 - The Seller's liability is contained within the limits set forth in the previous Article and relates only to the Products supplied by the Seller itself. The latter therefore disclaims all liability for any failure or malfunction of systems or machines manufactured by the Buyer or by third parties using the Products supplied by the Seller, even in the event of these having been assembled or connected according to diagrams or drawings suggested by the Seller, unless such diagrams and drawings have been the subject of separate remuneration: in the latter case, the Seller's liability shall in any case be limited to what is included in the diagrams or drawings in question.

6.3 - Under no circumstances shall the Seller be deemed liable for indirect or consequential damages, loss of production or lost profits.

Art. 7 - TECHNICAL STANDARDS AND CIVIL LIABILITY

7.1 - The Seller warrants the performance of the Products it manufactures only and exclusively in relation to the uses, purposes, applications, tolerances, capacities expressly indicated by it and the Buyer is not therefore authorised to make use of them in a different way. If the Buyer's intention is to resell the Products, the Buyer shall be required to bring and shall be responsible for bringing to the knowledge of its buyers the indications set forth in the previous paragraph.

7.2 - The compensation for any personal injury or property damage, caused by defects in the supplied Products and directly attributable to the Seller, shall be limited to the maximum amount indicated in the policy for third party liability and is subject to the terms and conditions of application of said policy.

Art. 8 - PRICES - PAYMENTS

8.1 - Prices, expressed in Euro, should be understood as Ex Works and, unless otherwise specified in the offer or order confirmation, do not include: packaging costs, taxes, duties, and any other additional charges. Likewise, unless otherwise agreed by the Parties, the following are not included in the price: any design and installation of the supplied Products, tests, manuals and training courses, start-up assistance, and all services and charges not mentioned in the offer or order confirmation.

8.2 - Payments, and any other sum due to the Seller for any reason whatsoever, shall be deemed to be net at the Seller's registered office and shall be made in accordance with the agreed terms and conditions. The Buyer, in case of delay in payment, shall be required to pay default interest, without the need for notice of default.

8.3 - Any delay in payment shall also give the Seller the right to invalidate, for the entire duration of the delay, the warranty referred to in Art. 5 above. The Buyer shall be obliged to pay the full price even in case of dispute or complaint. No offsetting shall be allowed against any amounts owed, howsoever arising, by the Seller.

Art. 9 – RETENTION OF TITLE

9.1 - In the event of payment being made - in whole or in part - after delivery, the delivered Products remain the Seller's property until the moment of the complete payment of the price according to the measure allowed by the law of the country where the Products are located. The Buyer undertakes to do whatever necessary to constitute in the country above mentioned a valid retention of title in the most extensive form permitted, or to provide a similar form of guarantee in favour of the Seller.

Art. 10 - WITHDRAWAL FROM SALES CONTRACT - SUSPENSION

10.1 - The Seller reserves the right to withdraw from the sales contract and cancel, in whole or in part, the Buyer's order in the event of a significant change in the Buyer's economic conditions and solvency, as well as in the case of any payment delay or irregularity on the part of the Buyer, including if related to a different supply.

10.2 - The Seller shall be entitled at any time to suspend the execution of the contract, giving written notice of at least 30 (thirty) working days to the Buyer for a maximum of 3 (three) months without incurring any liability. Within 3 (three) months from the relative notice of suspension, the Seller shall be required to communicate to the Buyer the continuation of the contract execution with prior written notice of at least 30 (thirty) working days. In the event of the Seller not asking for the contract to be continued within the established time limit of 3 (three) months, the Buyer shall be entitled to terminate the contract immediately by giving prompt written notice to the Seller.

Art. 11 - FORCE MAJEURE

11.1 - Should the manufacture and/or delivery of the Products by the Seller become impossible, excessively onerous or delayed due to a Force Majeure Event as defined in paragraph 11.2 below, the Seller may, at its option: (i) suspend deliveries of the Products until the Force Majeure Event has ceased; (ii) deliver a smaller quantity of Products, if the Products in its warehouse are insufficient and intended proportionately to satisfy other customers of the Seller; (iii) withdraw from the contract, giving prompt written notice to the Buyer. Following the withdrawal, the Seller shall 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 shall not make any further claim against the Seller, deriving directly or indirectly from the early termination of the contractual agreement.

If the impediment caused by the Force Majeure Event persists for a period of more than 90 (ninety) days, each party shall be entitled to withdraw from the relevant contract, without its acquiring any right to compensation for damages with respect to the other party.

Should any Force Majeure Event occur, the Seller shall not in any case be liable for any damages suffered by the Buyer as a result of the delay in delivery of the Products.

11.2 - "Force Majeure Event" means any event beyond the Seller's control that affects the production or delivery capacity of the Products - including without limitation strikes, non-delivery or delayed delivery, including partial, of raw materials by the Seller's suppliers, partial or total breakdowns of machinery and plants to be used in the production of the Products, fires, floods, riots, government decisions, regulatory changes, epidemics, pandemics or other health emergencies.

Art. 12 – APPLICABLE LAW - DISPUTES

12.1 - For everything not provided for, these general conditions shall be governed by Italian law. Any dispute arising out or in connection with the contracts to which these General Conditions apply shall be subject to the exclusive jurisdiction of the Seller's Court of Law. However, the Seller shall be entitled to act before Court of Law where the Buyer's registered office is located.

The Buyer

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(signature and stamp)

According to and for the effects of articles 1341 and 1342 of the Italian Civil Code, the following articles are deemed expressly approved: Art. 4.6 - Buyer's obligation to take over the Products - Limitation of the Seller's liability in case of delayed or early delivery of the Products; Art. 5.5 - Forfeiture of the right of warranty; Art. 6 - Limited liability of Seller; Art. 7.2 - Civil Liability; Art. 8.3 - Invalidation of warranty due to late payment - Obligation to pay disputed amounts - No set-off; Art. 10 - Withdrawal from sales contract - Suspension; Art. 12 - Applicable law - Disputes.

The Buyer

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(signature and stamp)

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