

## GENERAL CONDITIONS OF SALE

### 1. GENERAL CONDITIONS:

- 1.1 All sales are regulated entirely by the following General Terms and Conditions of Sale (GTCs) and, insofar as not expressly provided for, by the Italian Civil Code.
- 1.2 The sending and/or transmission - by the customer - of the purchase order implies full knowledge and acceptance of these General Terms and Conditions of Sale.
- 1.3 All orders placed shall be binding only after approval by the Company. The contract of sale shall be deemed to be finalised with the sending of the written order confirmation by the Seller to the Buyer or with the dispatch to the latter of the goods requested.

### 2. SCOPE:

- 2.1 The sale comprises only what is indicated in the order confirmation or what is actually shipped.
- 2.2 Any further and/or differing agreement - in respect to the terms and conditions set forth in these General Terms and Conditions of Sale - and/or delivery terms, even if made through third parties appointed by the Seller, shall not bind the latter, and therefore shall have no effect, unless expressly confirmed in writing by their legal representative. Any return must be expressly authorised in writing.
- 2.3 If, once the sale has been concluded, the Seller becomes aware of any complaints, foreclosure, confiscation and, in general, prejudicial acts or facts against the Buyer, or it becomes known that the Buyer is in financial difficulty, the Seller may, at their discretion, suspend the contract and demand certain guarantees, or withdraw from and/or terminate the contract.

### 3. PRICES:

- 3.1 Quoted prices, unless otherwise specified, are valid unless there are substantial variations in the costs of raw materials or labour that may occur between the date of confirmation and the date of delivery of the goods, are deemed to be EX-works and do not include other charges such as, by way of example, loading and transport costs, VAT, stamp duty, or taxes of any nature, which shall be borne by the Buyer.

### 4. DELIVERY:

- 4.1 Delivery shall be made by the Seller to the location and within the terms indicated in the order confirmation. The Delivery Time shall begin from the moment all elements of the contract have been provided and defined and shall be counted in working days. Unless expressly agreed, and in addition to the allowance established by the C.C.I.A.A. (Chamber of Commerce, Industry, Agriculture and Crafts) of Prato, the confirmed dates are understood to be subject to a 15-day extension. However, no claims for delayed delivery will be accepted if the merchandise had been confirmed at the delivery company's premises.
- 4.2 However, the Seller shall not be liable for any failure to comply with and overrun of the Delivery Terms due to any event that may be directly attributable to the Seller, such as strikes, natural disasters and other causes of force majeure. In the event of non-delivery due to force majeure, the Seller is entitled to cancel the order without any obligation to the Buyer, not even by way of compensation for damages.
- 4.3 In the event of any outstanding payments, even in relation to previous orders, the Seller will have the right to suspend fulfilment of the contract until such time as the outstanding payments have been made and/or suitable guarantees have been provided.
- 4.4 The delivery shall in any case be deemed fully implemented upon handover to the courier at the Seller's plant in Montemurlo (PO) -59013- via Antonio Labriola No. 179. If the Buyer does not promptly specify in writing the name and references of their courier, the latter may be chosen by the Seller with exoneration from any liability.
- 4.5 From the moment of handover to the shipping courier, all risks of the goods shall transfer to the Buyer, including for sales made EX-works.

### 5. PAYMENTS:

- 5.1 The payment of each invoice shall be made in accordance with the terms and conditions stipulated in it. The location of payment shall be the Seller's registered office. The Seller has the right to accept bills of exchange and bank cheques, authorise drafts or issue bank receipts without this producing under any circumstances either novation of the original payment or changes to the geographical jurisdiction in the event of a court case. Failure to comply with the payment terms shall entitle the Seller: a) to terminate all contracts in progress pursuant to Article 1456 of the Italian Civil Code; b) to suspend all processing of orders or residual orders in progress; c) to apply interest on arrears at the rate provided for in Article 5 of Legislative Decree no. 231/02.

### 6. WARRANTY - CLAIMS

- 6.1 The Buyer shall forfeit his statutory warranty if, after timely reporting within the terms provided for by Article 1495 of the Italian Civil Code by registered letter with return receipt, they do not maintain the goods at the Seller's disposal and if, in any way, they are used.
- 6.2 The Seller guarantees only the conformity of the products with respect to what is established in the supply contract, any product samples being understood to be purely indicative and not binding.
- 6.3 Usual deviations regarding quality, properties, colour, composition and finishing of each product with respect to the data contained in the order confirmation and to the Uses and Customs of the Province of Prato are excepted, and cannot be the subject of claim.
- 6.4 The Vendor guarantees the conformity of the products with the EC Regulation No. 1907/2006 REACH.
- 6.5 Any claim concerning product faults or defects must be made to the Seller by registered letter with return receipt strictly within eight days from discovery in the case of hidden defects, and in any event within sixty days from delivery, under penalty of forfeiture.
- 6.6 Returns shall not be accepted unless previously authorised in writing by the Seller; the latter shall examine the returns to verify that the defect exists and is attributable to its own liability and only in this case shall replace the products acknowledged as defective.
- 6.7 Complaints and returns, even if acknowledged by the Seller, shall not entitle the Buyer to discounts, deductions or compensation of any kind unless previously authorised in writing by the Seller. It is expressly understood that the Seller shall only be liable for the products as delivered, therefore excluding those that have already been processed and/or reworked by the Buyer, except for the first 5kg of product processed or reworked as a sample.
- 6.8 The Seller's liability shall in any case be limited to the value expressed in the invoice of the products acknowledged as defective, the liability for any further direct, consequential or indirect damage being expressly excluded.
- 6.9 All other warranties, including statutory ones, shall be deemed excluded and superseded by these conditions.

### 7. RETENTION OF RIGHTS:

- 7.1 The goods shall remain the property of the Seller until the Buyer has made full payment.

### 8. PROHIBITION OF ACTION, SOLVE ET REPETE

- 8.1 For no reason or cause of action may the Buyer bring an action against the Seller if they have not first made the payments provided for in the contract and arising from the sale.
- 8.2 By sending and/or transmitting - by the Buyer - the purchase order, the latter accepts and agrees that any possible claim for damages and/or dispute related to it, made against the Seller, cannot be economically quantified to an extent that exceeds the sale price applied by the Seller themselves, increased by 2 percentage points.

### 9. JURISDICTION:

- 9.1 Any dispute that may arise between the parties, regarding the interpretation, execution and termination of the sales contract, will be exclusively devolved to the Court of Prato as the Sole Competent Court.

