

## GENERAL TERMS AND CONDITIONS OF SALE

A) In conformity with Article 1469 *bis* of the Italian Civil Code, the parties, after extensive discussion and negotiation, declare that the current relationship will be governed, like all past relationships, according to the following terms and conditions, which will be applied likewise to every order and/or any commercial relationship between the Parties in the future.

1. A customer's order is considered an irrevocable purchase proposal, and is not binding on the seller, which reserves the right to accept it after having received all the information regarding the customer it considers appropriate.

2. The sales contract shall be deemed to be entered into only upon receipt by the customer of the seller's written order confirmation. Any additions or modifications made to the order, including through the seller's agents, will not be binding on the seller, which may accept or reject them without prejudice to the original order.

3. Upon acceptance of the order by the seller, the contract shall be deemed to have been entered into and, in the event of failure to collect the goods, the customer shall be considered to be in default and must, therefore, pay a penalty of 10% of the invoice, without prejudice to the seller's right to demand additional damages.

4. The contract shall be deemed to have been entered into also in the event of partial acceptance of the order, for which failure to collect the goods will entitle the seller to the penalty specified in Article 3 above to be calculated on the lower invoice amount.

5. The delivery terms are not intended to be binding on the seller, and in any case a tolerance of 90 days from the specified terms is granted. However, the seller will not be held liable if the failure to comply with the agreed terms and tolerance is the result of strikes, unavailability of raw materials, natural disasters, fires, or other events that are not attributable to the seller and/or other force majeure events.

6. The goods are understood to always be sold ex-works at seller's premises and delivered onto the means of transport of the customer or its agent. Any seller's interest in looking for a means of transport shall be considered to be on behalf of, and in the interest of, the customer, without any liability and/or cost to the seller. Any inclusion of the price of transport or the term "free delivery to construction site" in the selling price shall not constitute an exception to this clause. Therefore, the customer is liable for the loss, damage, or alteration of the goods and packaging for any attributable reason, even if, at the carrier's request, the seller has to give guarantee statements. Under no circumstances may the customer refuse to release incoming goods.

7. The corresponding price shall be paid in the manner and according to the terms and conditions agreed upon. Payments made to the seller's agents will not discharge the customer's debt unless previously authorized by the seller in writing. From the due dates agreed upon for the payments, late interest will be due pursuant to Italian Legislative Decree no. 231 of 09/10/2002, in the amount established by Art. 5 and with effect according to Art. 4 of the same decree.

8. Failure to make payment of an installment on even a single due date will result in the acceleration clause going into effect for the customer and the legal termination of the contract and any existing sales contracts

between the parties pursuant to Art. 1456 of the Italian Civil Code; however, before declaring its intention to avail itself of this termination clause, the seller may suspend any deliveries that have not yet been made, even if they relate to other existing contracts with the customer.

9. The seller reserves the right to withdraw from the contract if, after the confirmation of the order, it receives commercial information about the customer and/or its corporate structure that, at its sole discretion, makes it inadvisable to execute the contract; exercising this right does not entitle the customer to any compensation for damages or anything else.

10. The customer acknowledges that there may be variations in size, intensity, color, shade, or other visual characteristics of the goods and that total uniformity of such characteristics is not guaranteed by the seller. The customer also acknowledges that products purchased on the basis of samples may have visual characteristics that vary from those of such samples in the same manner and to the same degree that the seller's entire production may vary.

11. Within 30 days of receiving the goods, the customer must check them and make any claims directly to the seller by registered letter with acknowledgment of receipt, upon penalty of voiding the warranty. Any latent defects in the goods must be reported in the same manner as described above within 30 days of discovery and, in any case, within 6 months of delivery, upon penalty of voiding the warranty. The customer's warranty will be voided also if, after timely reporting, the material is not kept available to the seller for at least thirty days or if the customer uses the material. Materials of quality lower than top quality are sold without any warranty.

12. The seller's liability for defective goods sold, if promptly reported and confirmed on an inter partes basis, shall be limited exclusively to the free replacement of defective material, excluding in any case compensation for any direct or indirect damage sustained by the customer, and under no circumstances does it authorize the customer to suspend payment of the seller's invoices. In any case, the customer may not initiate any legal action against the seller if prior full payment of the latter's invoices has not been made.

13. Regardless of the customer's nationality or residence, this contract is subject to the jurisdiction of Italian courts and, therefore, Italian law.

14. Any disputes arising between the parties regarding the interpretation or execution of this contract, or in relation to it, shall be referred exclusively to the Court of Bologna.

15. Any invoices unpaid by the customer authorizes the seller to engage a lawyer immediately to proceed with collection, including legal fees.

16. The ownership of the goods shall be transferred to the Customer at the time of delivery of such goods, in accordance with the provisions of clause 6 above of the General Terms and Conditions of Sale and, in particular, upon delivery ex-works of the goods and with the delivery of the transport documents and the issuance and delivery of the relevant invoice by the seller to the Customer.

17. The customer must inform the seller of any change of their contact details and addresses within 15 days of the change.

18. In conformity with Art. 10 of Italian Law no. 675 of 31/12/1996, your personal data may be processed, which entails such personal data's collection, recording, organization, storage, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, dissemination, deletion, and destruction, or the combination of two or more such operations. Such personal data will be processed for the following purposes: Management, accounting, taxation, statistics, commercial, marketing, credit protection/management/assignment, as well as meeting the obligations of current legislation and for financial assessment in relation to the precise fulfillment of the contractual obligations. The processing of personal data shall be carried out by appropriate means that guarantee its security and confidentiality and may be performed both on paper and using information technology tools. We would also like to inform you that, in connection with the aforesaid data processing, you may exercise the rights provided for under Art. 13 of Italian Law no. 675/96, listed below. Data may be communicated and disseminated to: Commercial agents, suppliers, customers, couriers and shipping agents, associates, commercial and marketing firms and organizations; Banks, lending institutions, leasing companies, credit protection, transfer, and recovery companies, factoring companies, insurance companies, brokerage firms; Professional (law and business) offices, data processing companies, consulting firms, statistics companies; our subsidiaries, affiliates, or associates. The interested party's data may be communicated and transferred abroad in compliance with the law.

The company declares to have read the information contained in this notice and Art. 13 of Italian Law no. 675/96 and expresses its consent to the processing of its personal data in relation to the purposes specified therein. It also declares to consent to the communication and dissemination of the data for the purposes specified in this disclosure, including promotional and advertising initiatives intended for unspecified individuals.

Place: \_\_\_\_\_, date: \_\_\_\_\_

Customer signature \_\_\_\_\_

The following articles are specifically approved in conformity with and pursuant to Articles 1341 et seqq. of the Italian Civil Code:

a) application of the terms and conditions to all business relations between the parties, including future business relations; 1) the order as an irrevocable purchase proposal and the seller's rights; 3) conclusion of the contract and penalties and compensation for damage for failure to collect the goods; 4) partial conclusion of the contract and penalties for failure to collect the goods; 5) non-binding nature of the delivery terms and force majeure; 6) sale ex-works at the seller's premises and the customer's liability and costs, including transport costs; 7) payments and interest; 8) activation of the acceleration clause, legal termination of the contract, and suspension of deliveries; 9) seller's right to withdraw from the contract; 11) deadlines for reporting defects and warranty conditions; 12) exclusion of compensation for damage, lack of authorization to suspend payments, and conditions for initiating legal action; 13) Italian law is applicable; 14) Court of Bologna is the exclusive court of jurisdiction; 15) outstanding and unpaid invoices and inclusion of legal fees; 16) transfer of ownership; 18) consent to the processing of personal data.

Place: \_\_\_\_\_, date: \_\_\_\_\_

Customer signature \_\_\_\_\_