

RODACCIAI TERMS OF SALE

- 1. General Provisions:** These general terms form the legal basis of all sale contracts that are not subject to specific individual agreements. They render ineffective any contrary clause, written or verbal, that precedes or succeeds the proposal made by the Purchaser or the order confirmation by Rodacciai S.p.A., which may be affixed or added by the Purchaser but is not expressly and specifically accepted in writing by the Seller. If the Seller begins to execute the contract, even in the presence of contractual terms proposed by the Purchaser, this shall not imply acceptance of the same by Rodacciai S.p.A. if they have not been approved in writing by the latter. The goods are guaranteed within the normal limits of industrial quality. Any additional guarantees deriving from the specific characteristics of the goods requested by the Purchaser will be provided only and exclusively if accepted in writing by the Seller. In any case, in transnational contracts which include onerous clauses for the Seller, in accordance with and for the effects of Art. 1341, paragraph 2 of the Italian Civil Code, they must always be specifically and expressly approved in writing, even where the foreign legislation is more permissive on the point. The Purchaser must always read carefully the general terms of sale, which can be found on the website <http://www.rodacciai.it/condizionidivendita.php> and, in sending the order, the Purchaser declares to have fully understood and accepted the content of the Rodacciai S.p.A. general terms of sale.
- 2. Orders:** The products are described in the specific "Technical Specifications", indicating their technical constructive, aesthetic, quality and safety characteristics. The content of the aforementioned "Technical Specifications" forms an integral part of these contractual terms. Any changes to the "Technical Specifications", at the request of the Purchaser, must be agreed in writing between the parties and, in any case, expressly approved by Rodacciai S.p.A.. If the Purchaser requests changes to the "Technical Specifications", it accepts full responsibility in relation to the technical constructive, aesthetic, quality and safety characteristics of the product. The Purchaser must, in any case, ascertain that the Products are compliant with the laws of the destination State and any non-conformity shall not in any way be attributed to the Seller. The products will be supplied based upon the quantities and type specified by the Purchaser in each Order.
- 3. Traceability:** The Purchaser must expressly indicate in the Order if the ordered goods are to be used, directly or indirectly, for supplies as part of contracts with Public Bodies, so as to allow the Seller to fulfil the traceability obligations envisaged by Art. 3 of Italian Law 13.08.2010, no. 136, particularly with reference to the rules on dedicated bank accounts. The Purchaser shall provide to the Seller all documents and data relevant for the purposes of the traceability of its end customer recipients of the Products or the final use of the same. In any case, any liability deriving from the Products for events that occur after the risk has been transferred to the Purchaser, therein including any damages to persons or property, will be held exclusively by the Purchaser, which must indemnify the Seller and which undertakes to insure any risk adequately, with no right of recourse against the Seller.
- 4. Delivery, receipt, transportation:** The Purchaser must specify in the Order any delivery requirements in terms of timescales. Rodacciai S.p.A. reserves the right to assess the possibility of delivering the goods within the timescales requested by the Purchaser. In any case, the delivery timescales requested by the Purchaser are merely indicative and shall not be seen as mandatory, constituting an approximate timeframe that will be respected insofar as this is possible. Any failure to deliver the ordered goods within the timeframe requested by the Purchaser will not lead to the application of sanctions or the payment of indemnities and will not allow the Purchaser to rescind and/or terminate the contract or to consider it rescinded and/or terminated. In the case of force majeure or acts of God, the delivery may be postponed based upon the effect of this cause on the preparation and delivery of the goods. Those circumstances include all events beyond the reasonable control of the Seller, such as, merely by way of example: natural events, fires, incidents, transportation delays, strikes (both of its own personnel and of manufacturers, customs offices, post offices, carriers, shipping agents, etc.), government restrictions, pandemics, other measures of the Authorities, including delays of the suppliers of raw materials or services necessary for production. The material is always understood to be delivered at the Seller's plant. If the parties agree to have acceptance tests performed by organisations or persons extraneous to the Seller, such tests must be carried out at the Seller's plant. The costs of the tests, along with those of the materials used in the tests, will be borne by the Purchaser if the material is found to be compliant, and will be borne by the Seller otherwise. In all cases, the Seller will perform the shipping and all accessory operations in the capacity of officer of the Purchaser, which will assume all risks of such operations. When the material reaches its destination, the Purchaser must check its conditions, weight and quantity or its conformity with the delivery note and report to the Seller any possible complaint in that regard by and not beyond 8 days.

The Seller will not be liable in any case for the perishing or damage of products occurring after the risk has been transferred and the Purchaser will even in this case be required to pay the price. If the goods are not collected in the agreed location and at the agreed time for reasons not attributable to the Seller, the Purchaser will in any case be required to make the due payments. The goods will be stored at the expense and risk of the Purchaser and the Seller will also have the right to the reimbursement of all costs incurred as well as any further action to protect its interests.

5. **Prices:** Unless otherwise expressly agreed, the prices do not include taxes, contributions of any nature, charges or accessory costs of any kind and type, to be applied to the sale operations or the materials, which will be borne by the Purchaser.
6. **Quantity:** Subject to other indications and/or different production requirements, where the quantity of ordered goods differs from what has been delivered, the order will be considered to be correctly processed (with exclusive reference to the quantity) when the variation is included within the following tolerance limit: 5%.
7. **Payment terms:** The payment must be made at the domicile of the Seller. Any failure to respect the agreed payment terms will automatically involve the application of default interest pursuant to Italian Legislative Decree 231/2002, without the need for a prior written warning. In addition, the failure to respect even just one of the payment deadlines will determine in itself the application of the acceleration clause, with the consequent obligation for the Purchaser to pay all sums still due immediately. The Seller has the right to suspend the execution of its performance if the Purchaser fails to make the payments within the agreed timescales or if its financial conditions are likely to compromise the prompt payments. In any case, in addition to default interest, the Purchaser must compensate any further damages caused by the delay or non-fulfilment of its performance and it may not claim indemnities for the interruption of the supplies. The Purchaser may not, in any case, refuse to make the payments at the agreed due dates and/or suspend and/or delay the same, by raising objections or disputes of any nature and type (solve et repete clause). The Purchaser may not make any request for offsetting of payments due to the Seller, even for compensation claims, subject to any written authorisation by the Seller. The delayed or lack of payment will legitimate the Seller to suspend the execution of the other orders in progress and to refuse to accept new orders until the invoices in arrears have been paid in full.
8. **Guarantee and liability:** The Seller's guarantee for the material sold is limited exclusively to the characteristics of the same as defined in the "control document" provided together with the goods, and is not, in any case, extended to the purpose that the Purchaser intends to achieve with the purchased material. The Seller's liability, based upon the cited guarantee, is limited to the prompt replacement of the defective material or to the reimbursement of the cost of the same if it has already received the payment; no indemnity may be claimed for processing costs or for direct or indirect damages. The guarantee does not cover defects deriving from defective processing, maintenance or repair by entities other than the Seller or its agents, or from normal deterioration. In any case, the Seller is exempt from liability for defects of conformity or deformities that were caused after the risk was transferred. If the Purchaser intends to invoke the guarantee provided by the Seller, it must report the existence of the defects, under penalty of forfeiture, within 8 days from the delivery in the case of apparent defects or within 8 days from the discovery in the case of hidden defects. In any case, the guarantee is limited to one year from the delivery of the goods and is excluded when, at the time of entering into the contract, the purchaser knew the defects of the item or they were easily recognisable. The guarantee is, however, excluded where the Products have already been placed into processing by the Purchaser or incorporated into products, machinery or systems of the Purchaser or of third parties. This guarantee is valid exclusively and strictly in favour of the Purchaser and does not operate in favour of third parties in any circumstances.
9. **Limitations of liability:** The Seller will not be liable for any indirect or consequential damage originated by the Products, including, by way of example, loss of earnings, loss of turnover, recall campaigns. The Purchaser may not raise any claim for accidents to persons or damages to property except due to the gross negligence of the Seller, whereby the concept of "gross negligence" means an act or omission of the Seller that implies a lack of consideration of the serious consequences normally foreseen by a conscientious supplier, susceptible to verification, or deliberate neglect of any consequence deriving from such an act or omission. If the Seller is required to compensate the damages to the Purchaser, those damages may not exceed the value of the damage that the Seller could reasonably have foreseen at the time of entering into the contract. The compensation of any damage due from the Seller to the Purchaser may never exceed an amount equal to the value of the price of the defective Product.
10. **Purchase of finished products:** The Seller reserves the right to complete the supplies with finished material purchased from suppliers approved by it and qualified according to its procedures.
11. **Retention of title:** The sale of the goods is made with retention of title meaning that the transfer of ownership will occur only after full payment for the Products has been received and, in any case, in respect of the legislation of the State in which the Purchaser has its registered office, as envisaged by Art. 14) below. The Purchaser undertakes to do everything necessary to constitute in the aforementioned State a valid retention of title in the most extensive form permitted or to establish a similar form of guarantee in favour of the Seller. The Purchaser undertakes to collaborate with the Seller in implementing the necessary measures to protect the latter's right of ownership. The Seller is authorised to complete any necessary formality to render the retention of

title enforceable on third parties. If the Seller, in compliance with this article, exercises the retention of title, any sums paid by the Purchaser, in respect of applicable national legislation, will be retained by the Seller by way of indemnity and/or damage compensation, with the Seller reserving the right to claim compensation for any greater damage suffered.

12. **Termination/withdrawal:** The sale contract may be legitimately terminated by the Seller, with exoneration from any liability for contractual or non-contractual damages and from any other remedy, if the following events occur:
- A. War, armed conflict or serious threat of the same, invasion, vast military mobilisation;
 - B. Civil war, revolts, rebellions and revolutions, insurrections, uprisings;
 - C. Acts of terrorism, sabotage or piracy;
 - D. Act issued by an Authority, seizures, nationalisations;
 - E. Causes of force majeure, epidemics, pandemics, natural disasters;
 - F. Explosions, fires, destruction of machinery, equipment, factories;
 - G. Boycotts, strikes, lock-outs, occupations of factories and premises.

The Seller may withdraw from the contractual relationship by means of written communication to the Purchaser in the case of bankruptcy/insolvency or other such procedures for the latter, as well as in the case of its liquidation or acquisition/incorporation or sale of assets to a competitor of the Seller.

13. **Jurisdiction:** Any dispute deriving from the interpretation or execution of this contract, or related to it, will be dealt with exclusively by the Court of Lecco.
14. **Applicable law:** This contract is subject to Italian law. In derogation of the above provisions and in reference to the retention of title, the law of the State in which the Purchaser has its registered office (if it is an entity or a legal person) or its residence (if it is a natural person) shall apply.