

## General terms and conditions of sale

- 1. Aims and purpose:** these terms and conditions of sale (“**Terms and Conditions**”) apply to all contracts for the sale or supply (“**Contract**”) of products, related accessories and parts (“**Products**”) produced and/or marketed by Tomasetto Achille S.p.A. (“**Tomasetto**”); for the purposes of this document, the term “**Goods**” indicates, both individually and collectively, the Products, Accessories and Parts. In the relations between Tomasetto and the Customer (“**Parties**”), the application of any other terms and conditions of the Customer is excluded, even if indicated by the Customer based on a reference to its own terms and conditions of purchase. In the event of any conflict, the special conditions approved in writing by the Parties will prevail.
- 2. Characteristics of the Goods, modifications:** any information regarding the characteristics and/or technical specifications of the Goods, which may be contained in brochures, catalogues or other similar documents is indicative and non-binding. Tomasetto may make any modifications to the Goods or to the related packaging - without altering their essential characteristics - that it considers necessary or appropriate, without obligation to notice the Customer. The Customer is responsible for any further modifications, supplements, services or costs requested by the Customer, which are not expressly provided for in the order confirmation sent by Tomasetto (“**Confirmation**”).
- 3. Offers, Orders, formation of Contract:** the offers of Tomasetto (“**Offers**”) are not binding nor do they represent a commitment for Tomasetto. The purchase order (“**Order**”) will only be considered valid by Tomasetto if made in writing and received by Tomasetto, also by email or any other procedure authorised by Tomasetto. By sending the Order, the Customer makes an irrevocable proposal, as governed below. Tomasetto may expressly accept the proposal by sending the Confirmation, within 10 days from receipt of the Order; if Tomasetto will not confirm within 10 days the Order, it has to be considered rejected. Amendments to the Confirmation requested by the Customer could be accepted or deny at Tomasetto’s discretion. In any case, if the Parties have agreed on an advance payment, all obligations of Tomasetto are postponed until the date on which such advance payment is received. Tomasetto may also suspend the delivery of Goods in case of missed or non-regular payment of previous supplies.
- 4. Prices:** prices of the Products will be the ones indicated in the current Tomasetto Price List, or in case the Product is not present in the price list or price list is not available, the ones indicated in the Contract. When not differently agreed, prices will be calculated ex-works, without VAT and discounts.
- 5. Dates and terms of payment:** the terms of payment are those indicated in the pro-forma invoice and in the invoice. Without prejudice to any other contractual or legal remedy, Tomasetto may suspend the fulfilment of its obligations immediately, without any obligation to give notice, in the event of late payment or non-payment of only a single instalment of the agreed price for any reason or on any grounds whatsoever. In the event of termination of the Contract due to breach by the Customer, Tomasetto will retain any sums already paid by the Customer by way of indemnity, without prejudice to compensation for further losses. Tomasetto will have the right to suspend the fulfilment of the obligations according to article 1461 Italian civil code, in case the patrimonial and financial conditions of the Customer change in such a way to put in serious danger the possibility of the Payment, without proper warranty.
- 6. Forfeiture of right to deferred payments:** the non-payment or late payment of even part of a single instalment or advance payment on the agreed deadline shall, without the need for prior notice and even outside of the cases referred to in article 1186 Italian civil code, result in the Customer forfeiting its right to deferred payments and to any discounts applied.
- 7. Express termination clause:** in the interests of Tomasetto, if the delayed payment or non-payment of even part of the amount due exceeds 15 days, the Contract shall be deemed terminated; in such a case the termination shall be legally recognised if Tomasetto declares to the Customer in writing that it intends to rely on this termination clause.
- 8. Delivery terms:** except where agreed otherwise in special conditions approved by the Parties in writing, the terms of delivery stated in the Contract are purely indicative for Tomasetto, and are not of the essence within the meaning of article 1457 Italian civil code nor do they include any transport, installation or assembly works. Delivery shall take place by the date indicated on the Order as accepted in the Confirmation. If the Contract provides for the payment of an advance, Tomasetto can delay the delivery until payment has been made and may schedule a new date. The Goods are deemed to be delivered with the *goods-ready notification*. Otherwise, delivery takes place at the time agreed for collection by the Customer, or on the basis of the carrier’s waybill. When not differently agreed, the Goods always travel at the Customer’s risk and peril (EXW - Incoterms 2020). The transport of the Goods takes place at the Customer’s care and expense. If expressly requested by the Customer and accepted by Tomasetto, Tomasetto shall be responsible for the transport of the Goods, with the costs and expenses paid by the Customer.

**9. (continued) Responsibility for delays:** Tomasetto is exempted from all liability for any delays caused by force majeure, fortuitous events, strikes, difficulties in procuring materials, suspension of work imposed by a public authority, project changes agreed with or ordered by the Customer, or delays by the carrier. The occurrence of the above events shall not entitle the Customer to demand compensation for any damages or indemnities of any kind, except in the case of fraud or gross negligence by Tomasetto.

**10. Warranty for defects:** without any different written agreement between Tomasetto and Customer; with the exclusion and waiver by the Customer of all other warranties including legal warranties, Tomasetto's warranty on the Goods is regulated as follows. Goods are guaranteed for 24 months from the date of production marked on the Products ("**Production Date**"); in any case the warranty shall not be less than 12 months from the date on which Tomasetto invoices the Customer for the Goods. The warranty for defects is only operative for the individual Products which are defective, and not for the entire batch of purchased Products. In the event that the warranty on the sold Goods is effective, Tomasetto may at its discretion decide whether to repair or alternatively replace the defective Goods, with the exclusion of all compensation for damages. In any case, the warranty for defects is only operative on condition that the terms of payment have been respected.

**11. Limitations on use and exclusion of liability:** the warranty does not cover any defects or damage caused during transport nor any defects or damage caused by the Customer, also following negligent use or tampering with the Goods due to repairs, replacements of individual components, technical inexperience or any other circumstance not attributable to Tomasetto. The Goods are intended only for the uses expressly indicated by Tomasetto, in accordance with Tomasetto instructions related to functioning, maintaining and storing of the Products. Customer must follow all the prescriptions indicated in the manuals of the Products. Any use or destination that is non-conforming or differs from the use for which the product was designed and produced may be dangerous, may cause personal injury and is thus prohibited. In any event Tomasetto declines all liability for any unauthorised uses of the Goods or any uses which appear to be dangerous, even based solely on common sense. If the Customer uses or resells the Goods for other purposes, it does so at its own exclusive risk and peril and bears all the resulting responsibilities. Without affecting the mandatory provisions of law, Tomasetto's contractual and/or tortious liability is hereby excluded for any direct or indirect damages suffered by any person including third parties as a consequence of the above provisions of this article, or in the case of poor maintenance, improper use or failure to observe safety regulations and in other cases. In the latter cases the Customer shall indemnify Tomasetto in respect of any costs and/or liability that may derive as a result of the events mentioned in this section. The warranty will not cover defects caused by the concept of the system or product in which the Products are incorporated. Tomasetto guarantees the conformity of the Products to European laws and regulations: any other conformity is given if not specifically requested by the customer and agreed in writing.

**12. (continued) Limitation of liability:** without affecting the foregoing, Tomasetto's liability for all claims for compensation and warranties (including, for the avoidance of doubt: indemnities or responsibilities, the breach of clauses, damages, losses etc.) shall in any case be limited to the purchase price of the specific consignment of the Goods to which the claims or warranties refer.

**13. Terms, conditions and procedure for complaints:** any complaint relating to incomplete or non-intact Goods must, under penalty of forfeiture, be sent to Tomasetto at the time of unloading of the Goods (obvious defects). Any shortfalls in quantity relating to the Accessories shall not constitute a breach of contract by Tomasetto pursuant to article 1460 Italian civil code. Any claims relating to defects that cannot be identified through diligent checking at the time of unloading (hidden defects) must be reported in writing to Tomasetto, on penalty of forfeiture, within 8 days after discovery. The defective Products shall be sent to Tomasetto free of charge, not tampered or uncompleted, accompanied by a document indicating the defect and date of installation. Tomasetto can take the transport expenses only if the claimed defects are present and Tomasetto is responsible for them. In any case, it is excluded regress right against Tomasetto as foreseen by article 131, first paragraph Italian law D.Lgs. 206/05. Customer shall take care at his expenses and responsibility of all custom, fiscal and administrative obligations necessary for the introduction of the Products in final destination place.

**14. Reservation of title – prohibition on disposal:** the sale takes place with the reservation of title for Tomasetto until the full and prompt performance of all the contractual obligations of the Customer, who shall not transfer the Goods sold to any third party nor allow third parties to use the Goods up to that moment, and accept the risks of the Goods from the time of delivery. The Parties expressly agree that the Goods and materials may not be considered to be incorporated into an immovable asset or annexes to an immovable asset before full payment, and therefore they may be claimed and/or removed by Tomasetto at any time, wherever they may be located, also in derogation of articles 935 and 937 Italian civil code. In the case of termination of the Contract due to breach by the Customer, Tomasetto will retain any sums already paid by the Customer by way of indemnity, without prejudice to compensation for further losses.

**15. Intellectual property:** the Customer recognises that the products, patents, technical drawings, models, know-how, customisations and certifications relating to the Products, trademarks, trade names or other distinctive signs affixed to the Goods are the exclusive property of Tomasetto and may not be altered, modified, removed or erased in any way. With the purchase of the Products, customer do not acquire any right on trademarks and/or patents used by Tomasetto for manufacturing and trading of the Products. The Customer may use the Tomasetto's trademark only for descriptive purposes of the Products and in accordance with the modalities indicated by Tomasetto. It is understood that this license of use is temporary and can therefore be revoked at any time at Tomasetto's discretion.

**16. Processing of personal data:** the Customer confirms receipt of full data protection information as required by article 13 GDPR and gives consent to the data processing and to its disclosure within the limits of, for the purposes of and for the duration specified in the privacy policy, and in any case for the proper execution of the Parties' contractual obligations.

**17. Governing law, jurisdiction and exclusive forum:** the law of Italy shall apply in respect of any dispute between the Parties in relation to the Contract. The court of Vicenza (Italy) shall have sole jurisdiction and the Parties hereby waive their recourse to any other court. Tomasetto may take action in the courts within the jurisdiction of the Customer's domicile.

**18. International law:** these terms and conditions are subject to the laws of the Republic of Italy, with the exclusion of the provisions on conflict of laws. The application of the Vienna Convention on the International Sale of goods is excluded.

Customer

The Customer accepts these Terms and Conditions and specifically approves the following clauses: (1) Aims and purpose; (3) Offers, orders, formation of Contract and suspensory condition; (5) dates and terms of payment; (6) forfeiture of deferred payment terms; (7) express termination clause; (8) delivery terms; (9) responsibility for delays; (10) warranty for defects; (11) limitations on use and exclusion of liability; (12) limitations on liability; (13) terms, conditions and procedure for complaints; (14) Reservation of title - prohibition on disposal; (17) Governing law, jurisdiction and exclusive; (18) international law.

Customer