

SOLIANI EMC S.R.L.
GENERAL TERMS AND CONDITIONS
OF SALE

1. INTERPRETATION

1.1 In these Conditions of Sale the following terms have the following meanings:

"Confirmation Order" means the written confirmation by the Seller of the purchase Order of the Products submitted by the Purchaser;

"Confidential Information" has the meaning set forth in Article 18;

"Contract" means each contract for the sale of the Products of the Seller to the Purchaser which includes these Terms and Conditions, the quotation, Confirmation Order and the Order;

"Order" means the written order of the Purchaser for the purchase of the Products of the Seller to which the present Terms and Conditions are attached duly signed by the Purchaser;

"Products" means the products that the Seller provides to the Purchaser pursuant to each Contract;

"Purchaser" means a person (either natural or legal) to whom the Seller provides the Products pursuant to a Contract;

"Seller" means SOLIANI EMC S.r.l., with registered office at 122, Via Varesina, Como (CO), Italy (also **"SOLIANI"**);

"Services" means the services the Seller provides to the Purchaser or to any other client pursuant to a Contract;

"Technical Specifications" means the technical specifications of the Products;

"Terms and Conditions" means the present general terms and conditions of sale.

1.1 The headings of these Terms and Conditions shall be for convenience only and shall not affect the meaning or interpretation of the provisions to which they refer. As the context may require, reference to the singular of a term includes the plural and *vice versa*.

2. APPLICATION

2.1 These Terms and Conditions set forth the general terms and conditions of sale of the Seller's Products to the Purchaser and constitute, together with the Confirmation Order and the Order, an integral part of all Contracts entered into by the Seller and the Purchaser for the sale of the Products pursuant to Article 3 below. The Terms and Conditions substitute and prevail on any terms and conditions (either conflicting or not conflicting with the same) contained or

referred to in any other document sent by the Purchaser to the Seller, or contained or referred to in any other correspondence between the Seller and the Purchaser, or implicitly accepted in the business or commercial practice, save as provided in Article 2.3 below.

2.2 The acceptance by the Purchaser of the delivery of the Products entails (save as provided in Article 3 below) the automatic, integral and unconditional acceptance of these Terms and Conditions.

2.3 Any amendment or change to these Terms and Conditions, or any different terms and conditions, shall be valid and binding only if agreed upon in writing between the Seller and the Purchaser. In the absence of a written agreement, the present Terms and Conditions shall prevail on any other different agreement and understanding, and be the only ones applicable to the relevant Contract.

2.4 The present Terms and Conditions, shall apply to all subsequent sales of Products made by the Seller to the Purchaser, without any further reference or incorporation or approval: they shall therefore govern all subsequent sales between the Seller and the Purchaser.

3. QUOTATIONS - ORDERS - ACCEPTANCE - EXECUTION OF THE CONTRACT

3.1 Any quotation in case provided by the Seller to the Purchaser does not constitute a sale offer. The Seller reserves the right, on a discretionary basis, to withdraw or amend at any time each quotation before Confirmation Order. The Seller undertakes to keep its quotation valid for a maximum of 30 (thirty) days from its communication.

3.2 The Orders shall be (i) made in writing and (ii) sent to the Seller by electronic mail or by any other agreed means. The Orders shall indicate in detail the quantity, type, characteristics and number of the Products and any other information which may be necessary for the Seller in order to consider the Orders for the purpose of their acceptance. It's understood that it is the unquestionable right of the Seller not to accept orders, regardless of their amount and currency.

3.3 Any additional requirements requested by the Purchaser at the time of the Order, other than the standard Products (such as, by way of example but not limited to: specific packaging conditions, material certifications, inspection reports, etc.), shall only be accepted if they are specified in the offer

request and confirmed, where they can be met, in the relevant Confirmation Order.

3.4 Unless subsequently otherwise agreed in writing between the Seller and the Purchaser, the Orders placed by the Purchaser shall be irrevocable. In case the Seller does not send the Confirmation Order to the Purchaser, the Order shall be deemed not accepted by the Seller and the Purchaser shall not have anything to claim in connection thereto.

3.5 The acceptance by the Seller of an Order of the Purchaser shall become effective only if made in writing in the Confirmation Order sent to the Purchaser or, in case the Seller – even if the Confirmation Order has not been sent to the Purchaser – has delivered the Products to the Purchaser, and the Purchaser has not notified its refusal to receive the Products within 3 (three) days from the delivery date. Any other form of acceptance, either oral or written, shall not be binding for the Seller and be deemed as Contract.

3.6 Save as provided in Article 3.2 and 3.4 above, the conclusion of each Contract for the sale of the Products entails: (a) the issuance of the Order by the Purchaser to the Seller, pursuant to Article 3.2 of these Terms and Conditions, and (b) the acceptance of the Order by means of the issuance by the Seller of the Confirmation Order, pursuant to Article 3.4 above.

3.7 The Orders accepted by the Seller pursuant to the provisions of Article 3.4 shall be deemed final and binding for the Purchaser.

3.8 The Purchaser shall not cancel and/or revoke, in whole or in part, the Orders sent to the Seller. In case the Seller, at its sole discretion, accepts any cancellation and/or revocation of the Orders by the Purchaser, the Purchaser shall reimburse to the Seller the costs and expenses in case incurred as a consequence thereof, including the costs of the materials already ordered, warehouse costs as well as any costs and expenses for the manufacturing of the Products, without prejudice to any other remedy available for the Seller.

4. DESCRIPTION OF THE PRODUCTS

Any technical information in connection with the Products published by the Seller on its website, booklets, catalogs, product schedules, price lists or advertising materials is for mere description only. The Seller reserves the right to modify at any time and without the need of a prior notice, at its sole

and exclusive discretion, the Products, their features and Technical Specifications.

5. PRICES - CONSIDERATION

5.1 The prices of the Products are listed in the price list of the Seller (updated as of the date of its release or publication) and/or in the quotations and/or in Confirmation Order. The prices of the Services shall be from time to time agreed upon by the Seller and the Purchaser and/or client, unless otherwise agreed. The prices listed in the price list or in the quotation are not binding for the Seller; until the issuance of the Confirmation Order, the Seller may vary the prices on a discretionary basis in case of increase of the cost of the raw materials and of the materials required for manufacturing the products, as well as in case of increase of taxes and duties, including custom duties, in case imposed by any Italian or foreign Authority.

5.2 The prices of the Products are net of VAT and other taxes and duties that shall be paid by the Purchaser. Shipping and transportation costs, including taxes and duties for the import and/or export of the Products, shall be paid by the Purchaser or by the Seller according to the terms of delivery (Incoterms 2023) of the Products.

5.3 Unless otherwise agreed in writing, discounts, if applied, shall refer to the relevant Order of Products only and shall be granted only in case agreed upon in writing with the Seller.

6. TERMS OF PAYMENT

6.1 Payment of the invoices, unless otherwise agreed in writing, shall be made in whole and pursuant to the terms and modalities provided in the Confirmation Order sent by the Seller to the Purchaser pursuant to Article 3.4 above. The term for the payment shall be considered of essence. The Seller shall have the right to suspend the supply of the Products to the Purchaser in case the relevant payments have not been made on the due date and the payment terms are expired, until the amounts not paid or whose payment term is expired are entirely paid by the Purchaser. The Purchaser shall not have the right to delay the payment of the amounts due to the Seller and waives since now the right to raise exceptions of whatsoever nature, including set off and payment reductions.

6.2 The Seller may request to the Purchaser that the payment of the consideration for the Products be secured by a first demand bank guarantee or by an irrevocable and guaranteed letter of credit, to

be issued by banks or credit institution of primary importance and which are accepted by the Seller. In case the payment of the amount due to the Seller is made by means of letter of credit, the relevant costs and expenses - unless otherwise agreed in writing - shall be borne by the Purchaser. The Seller - in consideration of the economic conditions and solvency of the Purchaser or in case of change of the economic conditions of the Purchaser - may at any time at its sole discretion request to the Purchaser the payment, in whole or in part, of the amount due also before the delivery of the Products. It remains understood that the Seller shall have the right, on a discretionary basis, to not effect the delivery of the Products in case the Purchaser, upon occurrence of the circumstances provided in this Article 6.2, refuses to provide the guarantees requested by the Seller or refuses the payment of the Products before the relevant delivery.

6.3 The Seller, in case there are reasons to believe that the Purchaser is not or will not be able to fulfill its contractual obligations, may modify or revoke, at its sole discretion, the terms and conditions of any payment facilitations granted to the Purchaser; the Seller may also refuse to deliver the Products before the payment of the balance of the same by the Purchaser and in such a case the Seller shall not incur any liability whatsoever towards the Purchaser.

6.4 On the amounts due and payable to the Seller interests pursuant to Article 5 of Legislative Decree No. 231/2002 as amended by Legislative Decree 192/2012 shall accrue, starting from the due date until the date of payment (including the interests), either before and after the commencement of litigation proceedings. The Purchaser shall pay all costs and expenses, either judicial or extra-judicial, borne by the Seller for the collection of its receivables.

6.5 The Purchaser undertakes any and all liability for the consequences that may arise from the breach of its payment obligations payment and, in such a case, the Seller shall not be liable towards the Purchaser in case, by way of example but not limited to, refuses to fill out an Order, proceed with the delivery of the Products to the Purchaser, to grant payment facilitations or in case it revokes such payment facilitations. In any event, the failure to pay the amounts due to the Seller on the due dates shall entail – in addition to the application of the interests pursuant to Article 6.4 above – acceleration of the payment of the amounts due and the right of the Seller to claim the

return of the unpaid Products, without prejudice to for any other right or remedy available at law.

6.6 The Seller shall have the right to set off any amount in case due to the Purchaser with other amounts in case due by the Purchaser to the Seller.

6.7 The Purchaser may not claim to the Seller the setting off of possible credits vis-à-vis the Seller itself arising from other commercial relationships entered into between the Seller and the Purchaser, nor the Purchaser may set-off any other amount towards the Seller, also in case of claims in connection with the Products.

7. DELIVERY - INSPECTIONS - CLAIMS

7.1 Unless otherwise agreed between the Seller and the Purchaser, delivery of the Products shall take place ex works (Incoterms 2023). The delivery term shall be indicated by the Seller in the Confirmation Order and shall run from the date of the Confirmation Order.

7.2 It remains understood that, in case the Purchaser refuses to accept the delivery of the Products at the agreed place, the Purchaser shall indemnify and keep the Seller harmless against any loss, additional costs, expenses and damage suffered by the Seller in connection with such refusal (including, but not limited to, storage costs, warehouse costs, taxes and custom duties).

7.3 The Products may be sold to the Purchaser by means of separate deliveries and, in such a case, the Seller may separately invoice each delivery.

7.4 Upon delivery of the Products and in any case within 8 (eight) days from the delivery date, the Purchaser shall inspect the Products and verify that they comply with the Technical Specification and, in any case, are free of defects. In case of defects that appears at the same time of delivery, the Purchaser shall immediately notify the Seller in writing indicating the relevant grounds. The Purchaser shall immediately notify the Seller, within the same term of 8 (eight) days from the delivery date, of any discrepancies of the Products with respect to the Technical Specifications or defects, attaching a detailed report in connection thereto that shall include the relevant evidences, including Product's samples and photos. In such a case, the Seller shall evaluate the validity of the Purchaser's claim and, in the event that the Seller establishes on a discretionary basis the defects or the lack of conformity of the Products with respect to the Technical

Specifications, the Seller shall adopt all the necessary remedies and make the required modifications on the terms agreed with the Purchaser, or shall replace the Products. Following 15 (fifteen) from the delivery date of the Products and in case the Seller has not received the above written notice, Products shall be deemed unconditionally accepted by the Purchaser and the Purchaser shall pay the Products according to the terms of the Contract. Any claim in connection with the Services shall have to be notified with a detailed written description, upon penalty of forfeiture, within 15 (fifteen) days from the date in which they have been rendered.

7.5 It is expressly agreed that in the event that the Purchaser claims alleged defects of the Products or discrepancies from their Technical Specifications, the Purchaser shall not either directly and/or indirectly manufacture the Products nor assign the Products for the same purpose to third parties and, more in general, dispose of the Products or market them. The Purchaser shall give written confirmation to the Seller in connection with the above and shall keep available to the Seller those Products with regard to which the claim has been raised and, in any case, the Seller shall not use the Products even afterwards.

7.6 In case of breach by the Seller of the obligations under Article 7.6 above, the Warranty shall cease to be valid and enforceable and the Purchaser shall indemnify and keep the Seller harmless against any claim, also of third parties, that may be raised towards the Seller in furtherance of said breach.

8. RISK AND OWNERSHIP RIGHT

8.1 Unless otherwise agreed by the Seller and the Purchaser, the risk for the loss, deterioration, damage and/or theft of the Products shall pass to the Purchaser upon delivery of the Products to the carrier.

8.2 It is understood that, despite the delivery and transfer of the risk of, ownership title to the Products shall remain with the Seller until the Purchaser has paid in whole the relevant agreed consideration, as well as any other amount due by the Purchaser to the Seller under a Contract. It is further understood that, in such a case, the Seller shall have the right to retain the property of the Products, as provided in the following Articles 8.3 and Article 14 and the Purchaser shall not have the right to raise any claims in connection thereto, that are deemed waived.

8.3 In case the Seller is willing to retain the property of the Products pursuant to Article

14.3 below, the Purchaser guarantees to the Seller and its employees, agents and auxiliaries the right to access its premises and offices – with or without vehicles - during the normal working hours, for the purpose to inspect the Products which are still in the ownership of the Seller and/or to retain the property of the same. Such right may be enforced also following the termination of a Contract for any reason whatsoever and without prejudice to any other right and remedy arising from the Contract or from another title for the benefit of the Seller.

9. THIRD PARTY RIGHTS

9.1 The Seller shall not be liable towards the Purchaser in case it is established that the Products breach third party rights. In case it is claimed or alleged that the Products breach third party rights and the Seller deems that such claim may be grounded, the Seller may, on a discretionary basis and at its own expenses, modify or replace the Products in order to avoid any possible breach of any third-party rights.

9.2 The Purchaser shall immediately inform the Seller of any action or claim (threatened or actual) regarding the breach of any third-party rights. The Seller shall have the control and direction of the legal proceedings started by such third parties. The Purchaser shall provide its reasonable assistance in connection with such actions or defense upon request of the Seller and the relevant costs shall be borne by the Seller.

10. WARRANTY AND LIABILITY

10.1 The Seller represents and warrants that the Products comply with the Technical Specifications and are free from manufacturing defects (the “**Warranty**”). The Warranty shall be valid for the period of 1 (one) year from the date of delivery to the Purchaser. It is in any case understood that the Warranty shall not be applicable in case the Products are used not in compliance with the instructions, recommendations and/or technical indications provided by the Seller; in case of damages of the Products; in case the Products are used for purposes or applications different from those they have been manufactured for and, more in general in case of improper or wrong use by the Purchaser and third parties; in case of wrong and/or improper storage or warehousing of the Products by the Purchaser or, in any event, in case of storage or warehousing not compliant with the indications in case provided by the Seller; in any event, in

case, of breach by the Purchaser of the obligations under Article 7.6 above.

10.2 In case the liability of the Seller is established pursuant to the provisions of Article 10.1, the Seller shall on a discretionary basis replace the defective Products or repair them. It is understood that: (i) once replacements of the Products are made, the Purchaser shall not have the right to raise any claim, even for indemnification; (ii) in any case - in the event that the Purchaser refused replacement of the Products – the Seller's total liability shall not exceed the overall price of the Products with respect to which the claims raised by the Purchaser refer and the Seller's liability has been ascertained; (iii) in any event the Seller shall be liable towards the Purchaser for damages and losses suffered as consequence of the Seller's liability governed by the present Article 10.

10.3 Save as provided by the present Terms and Conditions, any other warranty regarding the Products (either express or implicit), provided by the law or other sources (either contractual or non contractual), shall be expressly excluded.

11. PACKAGING

11.1 The Products shall be packed for the delivery in compliance with the packaging standards of the Seller and for ordinary transportation conditions. Costs for any customized or special packaging required by the type of Product will be charged directly to the Purchaser.

12. LICENSES AND CONSENTS

12.1 Should a license, a consent or a governmental permit (or of another nature) be necessary for the purchase, transportation, importation of the Products by the Purchaser, the Purchaser shall apply at its expenses for such consent, authorization and permit and, if so required, shall provide evidence to the Seller in connection thereto. The failure to obtain such consent or authorization shall not justify any delay or failure by the Purchaser to pay the consideration for the Products.

13. FORCE MAJEURE

13.1 In no event the Seller shall be liable for losses and/or damages arising from any failure or delay in the performance of any of the obligations of the Contract, in case the failure or delay is due, in whole or in part, to force majeure events (including but not limited to fire, explosion or other catastrophes, epidemic, pandemic, quarantine restriction, perils of the sea, war declared or not or threat

of the same, civil commotion, blockade, arrest or restraint of government, rulers or people, strike, lockout, sabotage or other labor dispute, accident, breakdown or unavailability of whole or part of machinery, plant, transportation or loading facility, governmental request, guidance, order or regulation, severe shortage of raw materials) or by any other cause or circumstance beyond the reasonable control of the Seller. In such a case the Seller, at its sole discretion, may extend the term of delivery of the Products or withdraw from the Contract. In no event the Seller shall be liable towards the Purchaser for losses, damages, costs or expenses arising from the extension of the time of delivery of the Products or from the withdrawal from the Contract.

14. TERMINATION

14.1 Save as provided in Article 6 and Article 8 of these Terms and Conditions, the Contract may be terminated, pursuant to Article 1454 of the Civil Code, forthwith by the Seller by notice in writing to the Purchaser in the event of failure by the Purchaser to perform any of its respective promises, undertakings, obligations or covenants contained in the Contract and/or in the Terms and Conditions, as well as in the event of breach by the Purchaser of the payment obligations, and such failure and breach are not remedied within 15 (fifteen) days from the receipt by the Purchaser of the written notice of the Seller requesting the remedy within said term.

14.2 The Purchaser shall reimburse the Seller for all loss or damage arising directly or indirectly from any breach of Contract and/or the Terms and Conditions.

14.3 In any event, and save as provided in Article 13, Article 14.1 and Article 14.2 above, the Seller shall have the right to withdraw from the Contract at any time on the occurrence of any of the following events: (i) the Purchaser's dissolution, liquidation, insolvency or bankruptcy, or the filing of any voluntary or involuntary petition of bankruptcy, insolvency, reorganization or any other similar proceedings affecting the Consumer; (ii) assignment of Purchaser's assets to the Purchaser's creditors; (iii) change of control of the Purchaser which, accordingly to the reasonable judgment of the Seller, would materially and adversely affect the ability of the Purchaser fulfill its obligations under the Contract; (iv) enforcement procedures upon the assets of the Purchaser or similar procedures that are not discontinued within ten (10) days. In no event the Purchaser shall be entitled to claim damages, costs or

compensation as a result of the withdrawal from the Contract by the Seller pursuant to this Article 14.

15. ASSIGNMENT

The Purchaser shall not assign, transfer or propose to assign or transfer to any third party any of its rights or obligations deriving from a Contract without the prior written consent of the Seller.

16. PARTIAL INVALIDITY

16.1 To the extent allowed by law, the invalidity or unenforceability of all or part of these Terms and Conditions shall not entail the automatic and integral invalidity or unenforceability of the remaining provisions of these Terms and Conditions.

17. TOLERANCE - WAIVER

17.1 The failure or delay by the Seller to enforce the rights and remedies provided by the Contract or by the law or by the present Terms and Conditions does not entail the waiver of such rights and remedies.

17.2 The possible waiver by the Seller to enforce the rights granted in case of breach by the Purchaser of one or more provisions of these Terms and Condition or of the Contract, shall not be interpreted as a waiver by the Seller to enforce at any time such breach and any subsequent breach of the same provisions, also in case payments of the price agreed for the Products have been made in whole or in part.

18. CONFIDENTIALITY

18.1 The Purchaser shall keep strictly confidential all information whatever the subject (technical, industrial, commercial), the nature (know-how, methods, processes, technical installation details/instructions), the form (written, oral, electronic) and any other information related to the Products, communicated or disclosed by the Seller during their commercial relations.

18.2 The Confidential Information shall be used by the Purchaser only for the performance and implementation of each Contract and shall not be distributed, disclosed or disseminated in any way or in any form by the Purchaser to anyone except, in case, its employees and auxiliaries who have a reasonable need-to-know said Confidential Information. In any case the Purchaser shall cause them to comply with the present confidentiality obligation.

18.3 The confidentiality obligation above shall not apply whenever the Purchaser provides evidence that the Confidential Information (i) is already in the public domain or became available through no breach of the Purchaser; (ii) is disclosed pursuant to applicable laws, regulations or court orders; (iii) was disclosed by third parties without breach of the present obligation by the Purchaser.

19. COMMUNICATIONS

19.1 All communications between the Seller and the Purchaser about the Contract shall be in writing and sent by certified e-mail, registered letter return receipt requested or sent to the recipient's registered address or such other address as may be communicated according to this Article 19, or by email with confirmation of receipt. Notices sent by registered mail, return receipt requested, shall be deemed to have been received on the date shown on the return receipt. Notices sent by e-mail shall be deemed to have been received on the time of confirmation of receipt.

20. APPLICABLE LAW – JURISDICTION

20.1 Each Contract and these Terms and Conditions are governed by Italian law, irrespective of any conflict of laws issues.

20.2 Any dispute which should arise in connection with the execution and interpretation of these Terms and Conditions and the Contract shall be submitted to the exclusive jurisdiction of the Courts of Como. The application of any convention on the international sale of goods is expressly excluded.

20.3 It here however understood that the Seller shall have the right to apply to the Court where the Seller's registered office is located.

21. PRIVACY

21.1 In order to proceed with placing the Order and entering into the Contract, the Purchaser is required to provide certain personal data to the Seller. The Purchaser acknowledges that the personal data provided will be recorded and used by the Seller pursuant to and in accordance with the provisions of EU Reg. no. 2016/679 ("GDPR") as amended.

For any further information on how the Seller's customers' personal data are processed, please refer to the Privacy Policy.

The Purchaser

Place: _____

Date: _____

The Purchaser declares, pursuant to and for the effects of Articles 1341 and 1342 of the Italian Civil Code, that it has knowledge and accepts all clauses of these Terms and Conditions and that it specifically approves the following provisions:

2. Application; 3. Quotations – Orders – Acceptance – Execution of the Contract; 5. Prices - Consideration; 6. Terms of payment; 7. Delivery – Inspections - Claims; 8. Risk and Ownership Right; 9. Third Party Rights; 10. Warranty and Liability; 13. Force Majeure; 14. Termination; 15. Assignment; 17. Tolerance - Waiver; 18. Confidentiality Obligations; 20. Applicable law – Jurisdiction; 21. Privacy.

The Purchaser

Place: _____

Date: _____