

General Conditions of Sales - Sorgato S.r.l.

(July 2023)

1. Definitions

1.1. For purposes of these General Conditions, the following terms in *italic* shall have the meanings set forth below:

- *Buyer* means the company who purchases the Machinery from the Seller, as identified in the Seller's Offer.
- *SAT* means the Site Acceptance Test according to the testing procedure for installation and starting up regulated in Section 10.
- *General Conditions* means these standard terms and conditions for the sale of the Machinery.
- *Industrial Property* means any patent, model, intellectual or industrial property, trademark, logo, commercial name, as well as any other any other right, interest, good or document, including the technical information, of the Seller.
- *Machinery* shall mean any piece of machinery, including machine lines and plants, relative to dust and fume suction systems, waste management and air purification, ventilation systems, as better described in the Seller's Offer.
- *Seller* means Sorgato S.r.l., a company incorporated under the laws of Italy, with registered office at Via Fusana, 21 - 31056 Roncade (TREVISO) Italy.
- *Seller's Offer* means the specific terms and conditions of sale regarding the Machinery model, technical specifications, terms of delivery, purchase price/price quotation and payment conditions issued by the Seller to the potential Buyer.

2. Application of these General Conditions

2.1. These General Conditions together with the Seller's Offer issued by the Seller to Buyer exclusively govern the terms and conditions on which the Seller sells and the Buyer purchases the Machinery and prevail over any Buyer's general or special purchase conditions. These General Conditions are an integral and essential part of all purchase orders confirmed by the Seller, unless otherwise expressly agreed between the Parties for a specific order. In this case, the specific agreement that will intervene between the Parties shall apply, except where not expressly derogated from.

3. Orders and acceptance – conclusion of the sales contract

3.1. Any offer by the Seller to a potential Buyer remains valid for the period indicated in the Seller's Offer and is subject to i) written confirmation by the Seller upon receipt of Buyer's acceptance by means of a written purchase order (hereinafter the Order) and ii) collection of the Down Payment (as defined in the Offer) by the Seller.

The relevant contract of sale shall come into force and be deemed to have been concluded between the Seller and the Buyer only upon receipt of the Down Payment. In the event that the Down Payment is not paid, the Offer shall expire and consequently the Seller shall be free from any obligation and at its discretion may renew or modify the relevant terms of the Offer.

3.2. Acceptance by the Buyer of the Seller's Offer through issuance of the Order and written confirmation by the Seller upon receipt of Buyer's Order, even when such acceptance is made by performance and implementation of the relevant sale contract, shall involve application of these General Conditions. Any general conditions of the Buyer shall not apply, even partially, unless the Seller expressly accepts the same in writing.

3.3. Failure to confirm or answer to an Order issued by the Buyer shall neither expose the Seller to any liability nor give to the Buyer the right to any claim whatsoever against the Seller, unless the Buyer provided for payment of the Down Payment.

3.4. In case contractual conditions provide for the Seller's performance of activities or works at the Buyer's premises or in any other place for which the Machinery is allocated, the Buyer shall inform in writing the Seller about all laws, administrative provisions and regulations relating to said works and activities to be performed, no later than confirmation by the Seller and, in any case, before or within the date on which the relevant sale and purchase contract is executed.

3.5. The Buyer also undertakes:

- (a) to perform all those activities provided by the applicable law regarding work safety and environmental protection as well as to inform the Seller in writing of their outcome, also with regard to the identification of associated risks and any interferences between the various activities, the measures to be taken to eliminate or minimize the aforesaid risks as well as their relative costs, with a detailed estimate; and

(b) to provide the Seller with all the necessary information and documents relating to current legislation on work safety, environmental protection and public health and town planning. This obligation must be fulfilled no later than the date on which the relevant sale and purchase contract is executed.

It is understood that, should Buyer fail to fulfil the aforesaid obligations, the Seller shall in no way be held liable for any breach of law, regulatory standard or administrative provision. The Buyer shall hold harmless and indemnify the Seller from any third-party damage incurred by the same Seller or its personnel caused by the Buyer's failure to comply with these provisions.

4. Technical documents

4.1. The weights, dimensions, capacities, prices and other data provided in the catalogues, advertisements, illustrations and price lists are considered indicative and not binding for the Seller, unless expressly provided for in the sale contract.

4.2. Any drawing, document, technical information or software concerning the Machinery as well as the relative parts of the same and any other drawing, document, technical information or software pertaining to the Seller and delivered to the Buyer before or after stipulation of the relevant sale contract shall remain property of the Seller. Such drawings, documents, technical information or software shall be used by the Buyer only for contractual purposes and shall not be copied, reproduced, transmitted or made known to third parties without the written consent of the Seller. Buyer also shall not, directly or indirectly, disassemble, decompile or reverse engineer the Machinery in whole or in part or otherwise attempt to derive or obtain information about the functioning, manufacture or operation of the Machinery, including the software therein, except for those information already contained in the user manual provided for by the Seller.

4.3. Industrial Property is and shall remain exclusive property of the Seller and the Buyer shall not acquire, by means of the sale contract, any title, property, right or interest thereof.

5. Changes in the Machinery

5.1. Changes to the Machinery requested by Buyer after its execution of the relevant sales contract shall be deemed to be accepted by Seller only upon its written confirmation. Buyer shall pay all additional charges and expenses in connection with such changes before Seller begins to implement such modifications. Changes may affect the delivery date, which shall be automatically extended by the period reasonable required to carry

out such changes, as set out in a written communication from the Seller.

5.2. At any time prior to the SAT, Seller may modify the Machinery, provided that such modification does not materially adversely affect the Machinery's compliance with the specifications set forth in the Seller's Offer.

6. Purchase Price and payment conditions

6.1. The purchase price for the Machinery shall be the price set forth in the Seller's Offer.

6.2. Unless otherwise agreed in writing, the purchase price of the Machinery shall be

- i) in Euro,
- ii) net of VAT (or any similar sales tax),
- iii) for delivery FCA Seller's premises *in Via Fusana, 21 - 31056 Roncade (TREVISO) Italy* - Incoterms 2020 ICC and
- iv) including packaging.

6.3. Unless otherwise agreed in the Seller's Offer, the following items are excluded from the purchase price:

- necessary preparatory apparatus and equipment for installation (lights, power, water) including hoisting gear and internal transport;
- foundations and/or any other construction work at the Buyer's premises;
- raw materials and mockup of products necessary for tests of the Machinery;
- supply of spare parts.

6.4. Full payment for the Machinery is due upon the terms and subject to the conditions set forth in the Seller's Offer, without any set off, counterclaim or deduction whatsoever. Time of payment is of essence. Payment shall be deemed made to the Seller only at the time when the sum in question has been unconditionally credited to the bank account indicated by the Seller in writing.

If the parties have agreed on payment by documentary credit (LC), then unless otherwise agreed in writing, the Buyer shall take the necessary steps in order to have an irrevocable documentary credit for the amount specified in the Offer and in favour of the Seller, to be issued by a reputable bank and, unless otherwise agreed, confirmed by a bank acceptable by the Seller, subject to the ICC Uniform Customs and Practice for Documentary Credits (ICC Publication n. 600 or later if in force on the date of the sales contract), notified to the Seller at least 30 (thirty) days before the agreed date of delivery [*OPPURE IN ALTERNATIVA: 30 (thirty) days following the written confirmation from the Seller*]. Unless otherwise agreed, the documentary credit shall be payable at sight and allow partial shipments and transshipments.

6.5. Being the Buyer in delay of any due payment, the delivery date will be automatically extended and, without prejudice to any other remedy available to the Seller, the Seller, at its discretion, and without incurring any liability for damages, shall be entitled to:

- i) suspend the delivery and/or the performance of any obligation under the relevant sales contract, regardless of whether they relate to the defaulted payment; and/or
- ii) charge the Buyer with default interest on the overdue amount equal to the interest rate of the main refinancing instrument of the European Central Bank, plus eight percentage points, in accordance with Article 5 of Legislative Decree No. 231 of 9 October 2002, from the moment when the payment is due to the moment of the actual settlement of such amount.

6.6. Being the Buyer in delay either of due payment for a sum which is higher than the eighth part of the Purchase Price or, in any case, of two instalments, the Seller shall be entitled either to claim for the full payment of all the sums owed or, as an alternative, to terminate the relevant sales contract giving a written notice thereof to the Buyer, retaining as liquidated damages those sums paid by the Buyer up to that time, save, in any case, for the right to claim greater damages.

6.7. Should the Buyer fail to provide the letter of credit in accordance with the provisions of Article 6.4. hereinabove, then the Seller shall be entitled, in its sole discretion and without incurring any liability for damages:

- a) to terminate the relevant sale contract and to retain the portion of the purchase price already paid by the Buyer (if any), by way of partial compensation for the expenses incurred by the Seller in connection with this Agreement, and to claim further damages, if any;
- b) to refuse to deliver, in whole or in part, the Machinery not yet delivered or to postpone delivery until such time as all sums owed to the Seller by the Buyer have been paid.

7. Delivery

7.1. Any references to commercial terms (Ex-Works, FOB, CIF and others) contained in the sales contract or in these General Conditions shall refer to the INCOTERMS of the International Chamber of Commerce, in the edition in force when the contract is signed, with the addition or waivers provided for by these General Conditions, as well as those which may be agreed in writing by the parties to the sales contract. The transfer of risk of loss, obligations and costs of transport from Seller to Buyer will be in accordance with the applicable Incoterms rule.

7.2. Delivery terms are merely indicative and are calculated on working days' basis (five out of seven). The Seller shall reasonably attempt to meet the expected delivery dates specified in the Seller's Offer, but the Seller shall not be liable for any direct or indirect loss, damages, charges and costs whatsoever caused directly or indirectly by any delay in the delivering the Machinery to the Buyer.

7.3. Terms of delivery of the Machinery shall be automatically extended (for a period at least corresponding to the ascertained delay), or shall be redefined between the parties, in the following cases: a) delayed payment by the Buyer of the outstanding amount at the due date; b) delayed notification to the Seller of the documentary credit agreed between the parties, within the terms specified in the order confirmation; c) changes in the supply agreed between the parties after the order confirmation; d) force majeure events (if any).

7.4. The delivery terms may also be suspended in the following cases:

- i) if it is not possible for the Seller, for reasons due to the Buyer, to start the installation activities provided for in the following article 10; or
- ii) if the Buyer, after 10 (ten) days from notice of "goods ready to delivery", declares not to be able to receive the Machinery or fails to collect the Machinery.

7.5. The suspension of terms, for reasons due to the Buyer, shall not prevent the Seller from issuing the invoice according to the delivery schedule (recording it in its register "Third party goods to be delivered in storage at our plant available to the customer") and from demanding the relative payment, not involving the above provision a suspension of payment terms. In no case may the suspension of the delivery of the Machinery be extended beyond 180 (one hundred and eighty) days from the date originally agreed, unless otherwise agreed in writing between the parties. After expiry of this period without the delivery having been completed, the Seller shall have the right to cancel the delivery order and to terminate the relevant sale contract, withholding, by way of partial compensation for damages, any sum paid by the Buyer, without prejudice to compensation for any further damage.

8. Compliance with laws

8.1. Seller represents that the Machinery shall comply with the laws, rules and statutory regulations actually in force in Italy and/or in the European Union

(hereinafter the EU) and which are applicable to such Machinery at the date in which the Seller confirms the Buyer's Order.

8.2. Unless otherwise agreed in writing between the parties, the Seller makes no representation or warranty as to the compliance of the Machinery with the applicable laws, or regulation and/or technical standards, including but not limited to labour and environmental regulatory requirements and safety and health laws and regulations, which may be in force in the country of destination of the Machinery, if such country is outside the EU.

8.3. Without any prejudice to any different provisions agreed in writing between the parties, the Buyer represents that:

- i) it has obtained all permissions and licenses for importing the Machinery within its own country or in another country of destination, if the case may be; and
- ii) the Machinery complies with all current legislation, regulatory standard and administrative provisions, both in its own country or in any other country of destination, relating to the importation and sale of said Machinery.

In no case whatsoever may the Seller be held liable for any non-conformity to the aforesaid legislation, regulatory standard or administrative provisions. The Buyer acknowledges and agrees to hold the Seller harmless from and against any and all claims, cause of actions suits, proceedings, costs, fees, damages, penalties, losses, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses, of any kind arising out of or attributable to Buyer's failure to strictly follow, implement and abide by all the aforesaid legislation, regulatory standard or administrative provisions.

8.4. Buyer shall hold the Seller harmless from all levies, dues, taxes and duties applicable to the Machinery purchased by the Buyer or in any way due as a result of its exportation, importation and/or sale in its own country or in another country of destination.

9. Title to the Machinery. Reservation of title

9.1. Title to the Machinery shall be transferred upon delivery to the Buyer in case installation and starting up of the Machinery is not provided in the Offer.

9.2. In case of instalment payments, title to the Machinery shall pass to the Buyer only upon payment in full of the purchase price of the Machinery. Until such time, the Machinery shall be kept labelled as property of the Seller and, therefore, Buyer shall not give it as

security or in any way dispose of the Machinery subject to retention of title by Seller.

9.3. Buyer undertakes to take all necessary measures to set up a valid reservation of title in its country in the most extensive form permitted and/or to institute a similar form of guarantee in favour of the Seller.

In case of infringement of the Buyer's obligations provided for herein, the Seller shall be entitled to terminate the relevant sale contract forthwith, retaining as a penalty those sums already paid, save for the right to claim further damages.

9.4. Should installation and starting up be provided for in the Offer, title to the Machinery shall be transferred to the Buyer upon successful completion of the SAT documented by the relevant written report in compliance with Sections 10.6 and 10.8.

10. Installation – Starting up

10.1. Unless otherwise agreed in writing between the parties, testing of the Machinery shall take place after its installation and starting-up at the Buyer's premises (hereinafter referred to as "SAT" – Site acceptance test).

10.2. Following the delivery of the Machinery in compliance with provision 7. hereinabove and within the term agreed upon between the parties upon receipt by the Seller of Buyer's written request to this effect, the Machinery shall be installed and started up at the Buyer's premises (hereinafter the Site), depending on the option agreed upon:

- A) directly by the Seller's technical personnel, under its own responsibility;
- B) by the Buyer, under the supervision and assistance of the Seller's personnel.

In both cases set forth in Article 10.2. letters A) and B), installation and start-up at the Site shall include:

- a) Fine tuning and checking the performance, pursuant to the relevant sales contract;
- b) Demonstration of Machinery's functionality and training of Buyer's personnel.

10.3. In both cases set forth in Article 10.2. letters A) and B), before starting the installation activities, and in any case within the deadline fixed for starting the installation, the Buyer shall:

- i) notify the Seller in writing of its trusted technical contact person who will have the authority to attend or execute all the various steps of installation of the Machinery and to take all decisions of a technical nature regarding the activities to be performed on the Site;
- ii) provide for all technical specifications concerning the Site necessary for installation of the Machinery, so that the Seller can assemble or, in the case provided for

in Art. 10.2. letter B), supervise the assembly operations of the Machinery at the place chosen by the Buyer, providing all appropriate detailed instructions for the connection to the electrical, pneumatic and fume extraction network;

iii) check that the lay-out drawings of the Machinery for its placement, as provided by Seller, are correct and accurate and that any work necessary for the placement of the Machinery comply with to the projects.

The Buyer shall be responsible for the correct preparation of the Site where the installation of the Machinery will take place, also ensuring the safety of the places where the installation activities will take place, and that the lifting and handling equipment, in addition to any additional equipment, as required by the Seller, comply with current safety and accident prevention requirements, and are therefore in the necessary conditions of efficiency, having been regularly maintained and reviewed. The Buyer shall also arrange premises fitted with locks to store tools and garments pertaining to the Seller's personnel adjacent to the workplace.

The Buyer is also obliged: (a) to perform all those activities stipulated by legal provisions regarding work safety and to inform the Seller in writing of their outcome, also with regard to the identification of associated risks and any interferences between the various activities, the measures to be taken to eliminate or minimize the aforesaid risks as well as their relative costs, with a detailed estimate and (b) to provide the Seller with all the necessary information and documents relating to current legislation on work safety. This obligation must be fulfilled at the latest when the Seller's offer is accepted or the order confirmed and, in any case, no later than 30 (thirty) days before the start of the installation activities.

10.4. If the installation activities are to be carried out by the Seller, such activities shall not start should the Buyer: a) has not arranged, in good time and in any case no later than the term agreed between the parties, the Site in an appropriate manner for the installation of the Machinery; b) has not guaranteed to the Seller what was required for the proper execution of the installation activities or what is in any case provided for in the order confirmation; c) is not in compliance with the administrative authorizations and/or permissions necessary for the installation itself; d) is in breach of payment obligations to be fulfilled within the start-up date of the installation activities; (c) is in breach of its safety obligations. It is understood that if the installation activities do not start and /or stop and /or continue beyond the agreed terms for reasons attributable to the Buyer, the latter will bear the increased costs incurred by the Seller for labour, rental

of specific equipment, travel expenses, storage costs of materials and equipment and any additional costs resulting from the delay. Notwithstanding the above, the Seller shall be entitled to issue the invoice according to the delivery schedule and demand the relative payment.

Without prejudice to its responsibility for carrying out the installation activities, the Seller is forthwith authorized to perform them also through subcontractors.

10.5. Unless otherwise agreed in writing, in both cases set forth in Article 10.2. letters A) and B), starting up at the Buyer' Site shall not include, which remain under Buyer's responsibility:

- i) completing all necessary work of whatever type before the start of the work of the Seller's personnel, including all measures which are necessary and/or proper to adequate the test procedure to rules of applicable law relating to works, jobs and activities implied by the procedure itself;
- ii) preparing all installations (lights, power, water, etc.) as well as necessary equipment including hoisting gear and internal transport;
- iii) guaranteeing the safety and health care of the Seller's personnel at all times;
- iv) guaranteeing the use of a sufficiently trained personnel in order to comply with Seller's instructions.

10.6. SAT shall take place at the Site according to the procedures established by the Seller, unless otherwise agreed in writing between the parties. This testing shall take place at the end of installation and start-up activities and shall be undertaken to ascertain, in particular, Machinery compliance with the order confirmation and any subsequent modifications agreed and validate technical characteristics and the performance of the Machinery under real process conditions.

SAT shall be deemed positive if no specific objection is recorded in writing in the SAT report concerning any compliance defects of the Machinery or defects in the performance of assembly or installation operations; the Buyer shall in no case be entitled to claim defects other than those covered by the provisions stated under Section 10.2 letters a) and b), when the same have been carried out by the Seller.

10.7. Should SAT shall be considered failed, the Seller shall, without delay, take all the necessary steps to correct such deviation, under the same procedure and consequences as the initial testing, without, however, the provision of additional costs to be borne by the Buyer or the right of the Buyer to claim any indemnity and/or compensation for such extension of testing activities. The object of any second or further testing shall be confined to examining the specific

deviation of the Machinery reported in the first test report. Any testing or checks subsequent to the second test shall be subject to the procedure provided for hereinabove, but the scope of such tests shall be confined to the outcome of the previous testing report.

In any case, in the absence of defects of particular severity, or in any case not such as to prevent the Buyer from making use of the Machinery with the agreed quality and productivity, the Seller will have the right to claim payment of what due at SAT.

10.8. Should the Buyer does not allow the starting up and SAT of the Machinery, or in any case if such starting up and SAT are not performed within 30 days from the date of delivery to the Buyer (or delayed by the Buyer failing to promptly organize the starting up or due to the infringement and/or non fulfilment, on the Buyer's part, of obligations under Section 10.3, 10.4 and 10.5, or for any other reason whatsoever not attributable to serious breach by the Seller), the Seller shall notice to the Buyer a deadline for SAT. This cut-off date will have the value of formal notice: its overrun will imply that the SAT shall be deemed to be totally and positively completed, and the Machinery considered accepted by the Buyer without reservations as if it had been positively tested. Therefore, Seller shall be at any effect exempted by any obligations, commitments and liability with respect to the provisions of this Section 10, and the Buyer shall immediately and definitively comply with and fulfil any and all its obligation and due payments under these General Conditions and the relevant sales contract.

10.9. Unless otherwise agreed in writing, all expenses incurred in performance of starting up at the Buyer's premises shall be charged to said party.

10.10. The Buyer shall forfeit all rights, warranty, action and claim in respect of compliance defects and faults of the Machinery which with due diligence should have been detected by the Buyer during the starting up of the Machinery and SAT, unless such compliance defects or faults were specifically stated in writing in the testing report or in the starting up report, during or immediately after testing or starting up.

11. Warranty

11.1. Seller warrants that the Machinery shall be free from defects in workmanship and materials and that it shall comply with the specifications set forth in the Seller's Offer. Any warranty shall be valid for 12 (twelve) months from the date of the completion of SAT or, if it is not carried out, from completion of the starting up (the Warranty Period); in the absence of starting up and/or SAT as set forth in Section 10, the Warranty

Period starts from the delivery date of the Machinery. In no case the Warranty Period shall be longer than 18 months starting from the delivery date.

In no case Seller shall be obliged to deliver a Machinery suitable for a specific purpose and/or performance unless expressly agreed upon by the parties in the Seller's Offer. If the Machinery fails to meet the foregoing guarantees, Seller shall perform the activities set forth in Section 11.4.

11.2. This warranty is subject to the following conditions:

- (i) unless otherwise agreed in the Seller's Offer, any warranty shall be deemed forfeited if installation, the starting up and/or SAT of the Machinery is not performed directly by the Seller or at least under the control of its specialised personnel;
- (ii) the defects shall not have arisen as to materials or spare parts ordinarily subject to wear and tear;
- (iii) the defects shall not have arisen through wilful damage, negligence, improper storage, abnormal working conditions, misuse, alteration or repair of the Machinery by the Buyer without the Seller's approval;
- (iv) the Buyer shall have followed all instructions and technical information issued by the Seller with reference to the Machinery;
- (v) where in discharge of its obligations under the warranty given in the present Section 11. the Seller agrees that the Buyer may undertake any repair or remedial work on its behalf, the cost of such work shall be agreed in writing between the Buyer and the Seller, before the commencement of any such repair or remedial work.

Furthermore, warranty may be suspended if Buyer is in default with respect to payment of the supply or payment of any other ancillary services performed by the Seller or by third-party companies authorized by it.

11.3. Save for the provisions of Section 10. hereinabove, the Buyer shall, on penalty of forfeiting the warranty, notify the alleged defect or fault of the Machinery to the Seller specifying in detail in writing the type of defect within 15 (fifteen) days after discovery of such defect or after such defect should have been discovered by careful examination and testing of the Machinery. In no case a notice of defect shall be valid when made after the expiration of the Warranty Period. All expenses for travel, hotel accommodation and board for all work necessary to correct the nonconformity will be borne by Buyer. Seller will promptly correct the nonconformity according to a schedule agreed with the Buyer and will have the right to request prompt return of the replaced parts from Buyer.

11.4. Upon receiving the aforementioned notice, Seller, at its discretion and after having ascertained that the warranty claim is valid, undertakes to: a) repair free of charge, ex-works of the Seller, the parts of the Machinery found to be defective, or make the repair directly at the Buyer's premises, also having a third party to do so; or b) replace and supply free of charge, ex-works of the Seller the spare parts, upon express commitment of the Buyer of delivery of defective components; or c) have the Buyer make the repairs or replacements, providing him with the relative instructions and supplying the spare parts at no charge, ex-works of the Seller, or refunding him their cost, previously agreed in writing between the Buyer and Seller.

In any case the activities carried out during the Warranty period shall be performed exclusively by qualified personnel appointed or authorized by the Seller.

Repairs and / or replacements carried out during the Warranty Period do not extend the duration of the warranty on the Machinery which, therefore, remains the one originally provided for.

11.5. Except as expressly provided in this Section 11., all other warranties or conditions, whether express or implied, whether statutory or otherwise, are excluded from these General Conditions and from any sales contract to the fullest extent permitted by law. The warranty set forth in Section 11. shall include and replace the warranties or liabilities provided for by law and shall exclude, to the fullest extent permitted by law, any other Seller's liability arising from the Machinery delivered and/or their use: in particular, the Buyer shall not be entitled to make further claims for compensation and/or indemnity for direct or indirect damages of any nature whatsoever resulting from the non-use or limited use of the Machinery, loss of profit, price reductions or termination of the sales contract.

12. Limitation of liability. Indemnification

12.1. Without prejudice to mandatory law provisions, Seller's total liability to Buyer for any damage, loss, cost, expense, claim, cause of action arising out of, or resulting from the performance or non-performance of any sales contract (a) shall be restricted to actual damage that is direct and immediate consequence of Seller's performance or non-performance of any sales contract and, therefore, any Seller's liability for loss of profit and for consequential, indirect or immaterial damages is excluded; and (b) shall in no circumstances exceed as an aggregate amount the purchase price under the specific Offer/ sales contract under claim.

12.2. Without prejudice to mandatory law

provisions, Seller shall not under any circumstances whatever be liable to Buyer, whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit or loss of goodwill or loss of business or loss of business opportunity indirect or consequential damages, that arise under or in connection with these General Conditions or with any Offer/sales contract.

12.3. Buyer acknowledges and agrees to defend, indemnify, and hold Seller harmless from and against any and all claims, causes of actions, suits, proceedings, costs, fees, damages, penalties, losses, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses, of any kind arising out of or attributable to Buyer's or its agents'

(i) negligence, wilful, or intentional action or inaction, (ii) misuse or unauthorized modifications, repairs, or alterations to the Machinery,

(iii) improper storage, maintenance or operation of the Machinery, and

(iv) failure to strictly follow, implement and abide by all applicable operating instructions, safety instructions, maintenance instructions, training recommendations, manuals, warnings, provided by the Seller.

12.4. The Seller shall not guarantee that claims or rights based on the industrial or intellectual property rights of third parties do not exist in respect of the Machinery or documentation made known to the Buyer.

12.5. In no case shall the Seller be held liable in respect of calculation of foundations.

13. Force Majeure

13.1. Without prejudice to Buyer's payment obligations, which in any event shall be performed at the contractually agreed time, no event constituting a breach of these General Conditions and of any sales contract shall give rise to contractual responsibility or to compensation for any damages if it is due to the occurrence of a cause of force majeure or fortuitous event (including, but not limited to, strikes, fatalities, epidemics, embargoes, armed conflicts, state measures, or any other national or supranational authority, interference by military and civil authorities, acts of terrorism, riots and civil unrest, sabotage, fires, including arson, and in any other case of force majeure or fortuitous event provided for by the applicable laws), the act of which is carried out in such a way so that it could not have been reasonably foreseen or controlled by the parties, and without such act having contributed to the negligible conduct of the defaulting party.

The party unable to perform due to force majeure or

fortuitous event shall notify the other party within 3 (three) days after the occurrence of the event preventing the performance of these General Conditions and of any sales contract.

Should a cause of force majeure or fortuitous event preventing the performance of these General Conditions and of any sales contract occur for more than ninety (90) days, either party may terminate the relevant sales contract by sending the other party the appropriate notice by means of registered letter with return receipt or by international courier with acknowledgement of receipt.

14. Confidentiality Undertaking

14.1. Each party undertakes to keep secret and strictly confidential all Confidential Information (as defined in Article 14.3.) of the other party of which it becomes aware by virtue of these General Conditions.

14.2. Each party undertakes not to use the Confidential Information (as defined below) of which it becomes aware, in any form and on any occasion, by virtue of these General Conditions for purposes other than those provided for in these General Conditions.

14.3. Confidential Information means all data, results, documentation, specifications, confidential information, technical and business know-how relating to the Machinery or the business or activity of each party, which are or will be in the possession or control of one party and are communicated, in any form and on any occasion, to the other party.

14.4. For the purposes of this Contract, Confidential Information shall not be deemed Confidential if a party can prove that it has become public knowledge, through no fault of such party, or that it was already in its possession at the time of the other party's disclosure. Confidential Information may be disclosed, in whole or in part, to third parties only with the prior written consent of the party that communicated it to the other party.

14.5. Both parties undertake to cease the use of the Confidential Information of the other party upon expiry or termination, for any reason whatsoever, of these General Conditions and to return all documents and media of whatever type on which the said Confidential Information is contained, together with copies and reproductions taken from the same by any means, and to destroy the aforesaid Confidential Information which, for any reason whatsoever, could not be returned, except for that Confidential Information

which must be kept in accordance with legal or regulatory obligations.

14.6. The obligation of confidentiality shall not apply to Confidential Information that must be mandatorily provided to authorities which are legally entitled to request it from the parties.

15. Export control and international economic sanctions

15.1. The commitments arising from these General Conditions and/or from any sales contract are subject to the condition that supply and/or delivery of the Machinery by the Seller is not prevented by:

- i) economic or financial sanctions, trade embargoes or other similar national or international export control regulations, or resolutions or orders or directives imposed, administered or enforced from time to time by Italy, the European Union, the United States, the United Kingdom, the United Nations Security Council, and the sanctions authorities of the place of incorporation or establishment of each party, (hereinafter referred to as, respectively, each of them the "Sanctions Authority" or collectively the "Sanctions Authorities"); and/or
- ii) restrictive measures against one or more persons or entities (a) listed in any sanctions-related list maintained by any Sanctions Authority or (b) owned or controlled by, or acting for or on behalf of, directly or indirectly, any of the above mentioned persons or entities (hereinafter referred to as "Designated Party/s"); and/or
- iii) restrictive measures anyhow affecting, totally or partially, the supply or delivery of the Machinery or the payment of their purchase price, (hereinafter all the above paragraphs i), ii) and iii) collectively referred to as "Export Control Provisions").

15.2. Buyer, any of its subsidiaries or, to the knowledge of the Buyer, any director, officer or employee of the Buyer or any of its subsidiaries represents and warrants to the Seller, who is relying upon such representation (which representation will be deemed to be repeated by Buyer at all times when any obligations (actual or contingent) are owed under these General Conditions) that:

- i) they will not engage in activities that would cause Seller or its affiliates to be in violation of Export Controls Provisions;
- ii) they have instituted and maintained policies and procedures designed to ensure continued compliance with Export Controls Provisions;
- iii) they shall promptly notify the Seller in writing by registered letter with return receipt, or international courier in case of any sanctions imposed on the Buyer,

against its directors, representatives, partners, customers, suppliers, agents.

15.3. Buyer shall promptly provide the Seller with truthful and correct information and documents that are required for export or delivery of the Machinery, including, but not limited to all information pertaining to the particular end customer, the particular geographical destination and the particular intended use of the Machinery, as well as to any export control restrictions.

15.4. In the event that the Machinery subject to the individual sales contracts governed by these General Conditions were to be exported or re-exported or transferred by the Buyer, the Buyer undertakes to export, re-export or transfer these products to customers not included in any list of natural or legal persons, entities or bodies subject to restrictive measures by the European Union, the United Kingdom, the United States of America, and/or by the United Nations, nor owned or controlled by any such Designated Party.

15.5. Buyer undertakes to indemnify and hold the Seller harmless against any liability, damage, loss or other detrimental consequence, that may arise from any breach of the obligations provided under this Section and/ or from the violation of the applicable Export Control Provisions in relation to the Machinery procured from the Seller. The Buyer undertakes to ensure that any contract for resale of the Machinery covered by these General Conditions contains restrictions and obligations identical to those provided for in this Section.

15.6. In the event that the Seller's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (hereinafter referred to as "Excusing Event"):

- a. any change in the laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, including, but not limited to, the adoption of export control measures or international economic sanctions of any kind that may impact the Seller's obligations;
- b. any amendment, extension or revision, or any change in the interpretation or in the application, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, existing at the time of execution of this contract, on export control or international economic sanctions;

c. failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the products by any competent authority;

d. any other event, whether or not similar to the ones specified above, outside the control of the Seller, which would prevent the execution of the sale at the originally agreed terms, because of laws on export control and/or international economic sanctions of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America.

The Seller shall notify in writing the occurrence of an Excusing Event to and consult the Buyer to find in good faith any useful or appropriate steps to be taken to ensure the regular execution of the transaction. The fulfillment of the parties' respective obligations will be suspended during the consultation period since the date of the notification of the Excusing Event. In case after the consultation, it appears that the Seller's obligations cannot be further executed because they have become invalid or unlawful under the applicable law, the contract of sale shall be terminated without any right of the Buyer to obtain compensation or any other similar relief. In case the Seller's obligations are not unlawful or invalid *per se*, but they have become impossible or uneconomic, the execution of the sales contract shall be suspended since the date of the notification of the Excusing Event until the Excusing Event terminates. During the suspension, the Seller and the Buyer shall strive to minimize, as far as reasonably possible, the prejudice determined to each of them by such suspension.

16. Applicable law and Jurisdiction

16.1. These General Conditions and any sales contract shall be governed by and in accordance with the laws of Italy, with the exclusion of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods, Vienna 1980, shall not be applicable to these General Conditions, to any Offer, Order, order confirmation, sales contract or any aspect of any dispute arising therefrom.

16.2. All disputes arising out of or relating to these General Conditions and/or any sales contract, including extra-contractual liability matters, if any, shall be reserved to the exclusive jurisdiction of the Court of Treviso (Italy), without prejudice to the Seller's right to bring legal proceedings against the Buyer in the court of the place of defendant.

16.3. If Seller prevails in any legal action, arbitration or other proceeding related to these General Conditions and/or any sales contract, then Buyer shall reimburse Seller for Seller's reasonable attorney's fees, court costs, litigation expenses, and any other costs

that Seller incurs in connection with such proceeding, including but not limited to costs of collection. This relief is in addition to any other relief to which Seller is entitled.

17. Final Provisions

17.1. Any party's failure to exercise a right under these General Conditions and/or any sales contract shall not be deemed as a waiver of such right, nor forfeit or impede the exercise of such right at any time thereafter.

17.2. If, at any time, one or more provisions of these General Conditions become legally invalid or unenforceable, the validity and enforceability of the remaining provisions of these General Conditions shall not be affected in any way whatsoever and the affected portion shall be severed from these General Conditions unless such provision was an essential reason for having entered into these General Conditions.

17.3. These General Conditions or any right deriving therefrom shall not be assigned by one of the parties without the written consent of the other party.

17.4. Any notice or other communication required or permitted to be given hereunder shall be delivered

in person, transmitted by telecopier or similar means of recorded electronic communication or sent by international courier service or by registered mail with return receipt, addressed to the domicile of the parties as specified in the Seller's Offer.

17.5. These General Conditions and the Annexes hereto (if any) are written and signed in the English language and the English language text of these General Conditions is the only authentic text hereof.

17.6. In the implementation and execution of these General Conditions, personal and contact data (personal data, company emails, company phone numbers, smartphones for business use, etc) regarding administrators, employees or business partners who are involved in the execution of the Contract, may be communicated, or in any way be made available, to each party. Both Parties will process those personal data only to the extent which is strictly necessary to the execution of these General Conditions. The data will be stored until the complete execution of these General Conditions is concluded, and subsequently according to the limitation period regarding the documents of the entrepreneur. Every employee or collaborator may exercise the rights provided for in articles 15 – 21 of EU Regulation 2016/679, without prejudice, however, to the legitimate interests of the employer.

Place, date

The Seller

The Buyer

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Buyer declares to have read, accepted and specifically approves the following provisions of this Contract: 3.5. (Contractual obligations of the Buyer); 6.5. (Consequences on payment delay); 6.6. (Right of termination); 6.7. (Right of termination); 7.5. (Delivery – suspensions of terms); 8.4. (Compliance with laws); 10.7. and 10.11. (Trial test/test procedure - forfeiture to claim defects.); 11.2. (Exclusion of the warranty); 11.3. (Forfeiture of warranty in the event of failure to promptly notify non-conformity defects in the Machinery); 11.4. (Limitation of warranty); 12. (Limitation of liability. Indemnification); 15.5. (Export control provisions – indemnification clause); 16.2. (Applicable law and Jurisdiction).

The Buyer

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