

## LONATI SPA GENERAL TERMS AND CONDITIONS OF SALE

### 1. (GCS and Applicable Law)

1.1 - These General Conditions of Sale ("GCS") are valid indefinitely and govern all contracts of sale, as better defined below, concluded from time to time between the Seller and the Purchaser for the purchase of products, as defined in Article 3 below ("Product(s)").

1.2 - The various contracts of sale to be finalised from time to time shall be governed by the GCS and by the internal rules of Italian law in force on the subject, with express exclusion of the application of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 and/or other Conventions, treaties and uniform and/or conflict laws in force on international sales.

### 2. (Formation of contract)

2.1 - The individual contract of sale ("Contract") shall be concluded only upon acceptance - by the Purchaser - of the offer ("Offer") sent to the latter by the Seller, by means of a signature at the bottom thereof, provided that no modifications of any kind are made by the Purchaser to the Offer ("Confirmation of the Offer") or when, before such time, the delivery of the goods to the Purchaser has been carried out or the Contract has been executed by the Seller's conclusive behaviour (by way of example only: following the commencement of procurement of raw materials and/or components, or the preparation and/or commencement of production). Until such time, offers and quotations made by the Seller or its agents, representatives and auxiliaries shall not be binding on the Seller. In any case, it is understood that any verbal agreement with the Purchaser concerning the sale of Products shall not bind the Seller unless confirmed - in writing or by conclusive behaviour - by the latter. It is hereby understood that - even after the issue of the Offer and/or the execution of the Contract and until the delivery of the Products - the Seller reserves the right to issue documents subsequent to the Confirmation of the Offer, in order to reiterate the contents of the Offer and/or the Contract, as well as to make any necessary adjustments to the contents of the Offer and/or the Contract.

2.2 - Any general conditions of the Purchaser shall never apply, even partially, unless they are expressly accepted in writing by the Seller. Constructive behaviour on the part of the Seller shall not be relevant for this purpose. Therefore, any conditions referred to, even in writing, by the Purchaser in any documentation and/or commercial communication related and/or connected to any Offer sent by the Seller, or in any other phase of the contractual negotiation, shall have no validity. In this sense, the execution, even partial, of the Offer by the Seller or any other fulfilment of it towards the Purchaser shall not be valid and cannot be interpreted as a tacit or implicit acceptance of any general condition of the contract that has not been explicitly undersigned by the Seller.

On the other hand, it is understood that the execution, even in part, of the Offer by the Purchaser shall apply and may be construed as tacit or implicit acceptance of these GCS even if not expressly signed by the Seller. It is further understood that any document or agreement entered into by the Seller and the Purchaser for any purpose after the Contract has been concluded shall not amend or be deemed to derogate from these GCS and the Contract concluded, except as expressly provided.

2.3 - The object of the sale is solely and exclusively what is indicated in the Seller's Offer accepted by the Purchaser.

2.4 - Each individual Offer issued by the Seller specifies the technical specifications, prices, corresponding delivery times and all other specific terms and conditions of purchase.

2.5 - The GCS are applicable in conjunction with the terms and conditions of the Offer confirmed without modification by the Purchaser and, therefore, by the Contract thus concluded between the parties. In case of conflict, the terms and conditions of the Contract shall prevail over the GCS.

2.6 - The GCS shall be deemed known to the Purchaser by virtue of the receipt of the Seller's Offer and/or the execution of the Contract.

2.7 - The GCS are only valid for contractual relations between the Seller and professional traders, for which the Legislative Decree No. 206 of 6 September 2005 (Consumer Code), as amended and supplemented, shall not apply.

2.8 - In the event of cancellation of the Offer accepted by the Purchaser prior to its execution by the Seller, the latter may ask the Purchaser for reimbursement of the expenses and charges incurred in the execution of the Contract or part thereof, as well as compensation for further damages suffered.

2.9 - Modification or cancellation of the Offer accepted by the Purchaser - prior to the execution of the Contract - may only take place by written agreement with the Seller.

2.10 - In any case, the Purchaser may never demand the modification or cancellation of the Offer accepted after the shipment of the Products, or in the case of the supply of Products made on the basis of specific characteristics requested by the Purchaser in addition to the standard characteristics of the Products manufactured by the Seller.

### 3. (Products)

3.1 - The object of the sale is represented by the following Products: circular textile machines and related parts and components (spare parts), including parts and components of third-party manufacturers, where such an order is required. The Purchaser is informed and accepts that parts, components, devices manufactured by third manufacturers (intra-EU and extra-EU) and marketed by the Seller may be assembled on the Products supplied.

3.2 - The configuration and technical and performance characteristics of the Products are only those defined from time to time by virtue of the conclusion of specific Contracts definitively accepted by the Seller and subject to the GCS.

3.3 - Technical design and production calculations and other requirements for the Products shall be carried out in accordance with applicable law, as provided for in Article 1, above.

3.4 - Any special needs, requirements, performance of the Products must be explicitly requested by the Purchaser in writing and agreed upon in the Contract; with respect to said special specifications, the Purchaser shall be responsible for the suitability of the Products for the use for which they are intended, not guaranteeing the Seller - against the realisation of said special specifications (including - by way of example only - the increase of the number of revolutions) - the correct functioning and performance of the Products and relative components, as well as the result of the manufactured articles made with the Products.

3.5 - The Purchaser is responsible for periodically performing proper maintenance on the Products during their entire life cycle, which is essential for their durability. Furthermore, once the Products have been delivered and before they are assembled and/or installed, it is understood and agreed that during the storage phase the Products must not be exposed to natural elements and agents that may alter, deteriorate or otherwise affect the structure, consistency, appearance, quality, etc. of the Products, under penalty of forfeiting the guarantee referred to in Article 9.

3.6 - The packaging prepared - unless otherwise agreed between the parties - by the Seller and necessary to avoid damage or deterioration of the materials, under normal transport conditions, for the destination established in the Contract, shall be deemed to be in a workmanlike manner if accepted without reservation by the first carrier taking delivery of the Products. Packaging shall not be returned to the Seller.

### 4. (Designs, Seller's Documentation, Intellectual Property)

4.1 - The prices and all data - technical and otherwise - including those of functionality and performance, regarding the Products and contained in any descriptive and commercial documentation (e.g. indicated in brochures, leaflets, price lists, catalogues, websites, sales offers, or other paper, electronic and/or computerised supports, etc.) of the Seller, with the exception of what is indicated in the Contract, do not represent a commercial or contractual proposal but are indicative and not binding for the Seller. Therefore, the Seller, at any time and without any obligation of prior notice, reserves the right to make any changes that, at its sole discretion, it deems appropriate to improve the functionality and performance of the Products, as well as to meet its own technological and production requirements.

4.2 - Any drawing, document, industrial and intellectual property right, technical information or *software*, relating to the manufacture, assembly or maintenance of the Products, as well as those relating to parts thereof, and any other drawing, document, industrial and intellectual property right, technical information or *software* of the Seller, submitted to the Purchaser before or after the conclusion of the Contract, shall remain the exclusive property of the Seller. Such material shall not be exploited or otherwise used, directly or indirectly, for any purpose by the Purchaser without the written consent of the Seller.

4.3 - The Seller does not provide any guarantee that the production, use and marketing of the Products as defined in art. 3.1 may or may not constitute an infringement of the intellectual property rights (patents, trademarks, design, know-how, etc.) of third parties, and shall not be obliged to indemnify and/or hold the Purchaser harmless and/or indemnified against any disputes and/or actions brought by third parties in this regard.

4.4 - If the Products are manufactured by the Seller upon the specific request and technical documentation of the Purchaser, the Seller assumes no liability for the infringement of industrial property rights of third parties, which shall instead be the sole responsibility of the Purchaser, who undertakes to indemnify and hold the Seller harmless against any claims made against it.

### 5. (Delivery)

5.1 - Unless otherwise agreed between the parties, the Products are supplied with FCA Lonati Brescia Incoterms® 2020 return clause (free carrier). Unless otherwise agreed between the parties, delivery shall commence from the 10th day following the notice of ready goods to be communicated to the Purchaser by registered letter, fax, PEC or e-mail.

5.2 - The Purchaser warrants that the Products may be freely imported into the country/place of delivery and/or destination and formally undertakes to pay for them in full, even if at the time of importation into the country/place of destination prohibitions or restrictions are imposed in this respect.

5.3 - Delivery terms are deemed approximate in favour of the Seller and in any case with application of a reasonable margin of tolerance.

5.4 - In the case of split deliveries, under no circumstances shall delay or failure to make one or more deliveries entitle the Purchaser to terminate the Contract with respect to deliveries already made or future deliveries.

5.5 - The Purchaser is always obliged to take delivery of the Products, even in the case of partial deliveries.

5.6 - If the Purchaser fails to take delivery of the Products in a timely manner - for reasons not attributable to the Seller - the Purchaser shall bear all costs and risks that may arise therefrom and any sum owed to the Seller for any reason whatsoever shall become immediately payable by the latter.

5.7 - The delivery term shall be extended by a period equal to that of the duration of the impediment, upon the occurrence of causes beyond the control of the Seller and the Purchaser, such as - but not limited to - strikes of any kind, fires, pandemics, floods, war events terrorist events, lack of motive power, lack or scarcity of raw materials, breakdowns and accidents at the Seller's production plants, delays in the granting of authorisations by the Authorities and other impediments beyond the control of the parties that make delivery temporarily impossible or excessively onerous. In no case of delay or partial fulfilment of deliveries of Products, the Purchaser shall be entitled to reject the risk - even partial - for loss or damage of the Products shipped or to refuse to accept delivery thereof.

5.8 - If - once the Products have been prepared for shipment to the Purchaser - delivery has not taken place for reasons not attributable to the Seller or for reasons of force majeure, from the 11th day following the dispatch of the notice of readiness of the goods, the Seller shall be due, in addition to the agreed price, a storage fee at the Seller's warehouse, or the Seller's designated warehouse, equal to 2% of the amount indicated in the invoice, for each full week of delay; in the event of a delay of less than a week, the percentage shall be calculated, exceptionally, in proportion to the days of delay.

If the Purchaser's refusal to receive the goods persists for more than 15 calendar days from the 11th day from the dispatch of the notice of ready goods, the Seller shall have the right to terminate the contract pursuant to art. 1456 of the Italian Civil Code, without prejudice to the right to compensation for damages and, consequently, shall have the right to freely dispose of the Products not collected, including the right to sell the same to third parties. All down-payments and other payments made by the Purchaser in favour of the Seller up to the day of termination shall not be returned - in whole or in part - by the latter to the Purchaser but retained as partial compensation for damages.

5.9 - The Purchaser renounces any indemnity or claim for compensation against the Seller for direct and indirect damage caused by transport and unloading operations, as well as due to delays or partial fulfilment of deliveries, provided that it is not attributable to the Seller's wilful misconduct or gross negligence.

### 6. (Transfer of risk)

The Products shall not be insured by the Seller, unless requested in writing by the Purchaser, who, in such case, shall bear the relevant costs. This is always without prejudice to the Seller's right to insure the Products taking into account the delivery terms agreed upon in the Contract.

### 7. (Property)

7.1 - The Purchaser acquires ownership of the Products at the time of the delivery, if at that time he has paid the price in full, unless otherwise agreed between the parties.

### 8. (Price and payment)

8.1 - The prices of the Products are understood to be exclusive of VAT for goods delivered FCA Lonati Brescia Incoterms® 2020 (free carrier). The prices of the Products are always intended net of taxes and duties. Unless otherwise agreed, payment for the Product shall be made according to the methods that will be agreed between the parties from time to time, prior to the agreed Delivery.

8.2 - The prices of the Products are of an indicative nature, do not bind the Seller in any way and may be discretionarily increased by the latter up to the conclusion of the Contract, should any increase in material procurement and/or production costs have occurred by that date. Price changes may be commensurate with increases in labour, raw materials and other cost elements or due to other causes occurring during the period of validity of the catalogues/lists.

8.3 - Unless otherwise indicated, the price indicated in the Seller's Offer shall remain valid for a term of fifteen days from the date of issue of the Offer and shall cease to be valid - automatically and without the need for further notice - upon expiry of the aforesaid term.

8.4 - The price of the Products and any other sum to be paid to the Seller for any reason whatsoever shall be deemed payable - net - to the Seller's domicile.

8.5 - Unless otherwise agreed between the parties, payment by the Purchaser to the Seller shall be made by bank transfer, with reference to the bank details provided by the Seller, and guaranteed by means of a Letter of Credit or Stand-by on first demand, irrevocable, in EURO and confirmed by a leading Italian bank, at least fifteen (15) days before the agreed delivery date and cashed against a copy of the invoice.

8.6 - In the event of non-observance of the terms and conditions of payment, or of financial difficulties on the part of the Purchaser, occurring after the conclusion of the Contract, as well as in the event of partial and/or total non-payment or failure to provide a suitable guarantee - where applicable - on the part of the Purchaser, the Seller is released from any obligation to deliver, even with regard to goods other than those to which said non-observance refers.

In such cases, the Purchaser shall forfeit the benefit of the term and, consequently, the Seller shall be entitled to immediately demand payment of the entire claim, without prejudice to its right to withdraw from the Contract by retaining - by way of partial liquidated damages and without prejudice to the right to compensation for greater damages - the sums already paid by the Purchaser.

8.7 - The Purchaser shall not be entitled to assert any default by the Seller, nor to assert the guarantee referred to in Art. 9 below, if he has not exactly made payments; any default by the Seller shall not allow the Purchaser to suspend or delay payments.

8.8 - Delays, including partial delays, in payments with respect to the established dates shall entail the exclusion of the guarantee pursuant to Article 9 until the overdue payments have been regularised, as well as the automatic charging of interest, without the need for any request, at the rate calculated pursuant to Legislative Decree No. 231/2002 (implementing Directive 2000/35/EC) or subsequent legislation adopted pursuant to Directive 2011/7/EU, in addition to the charging of any bank charges and commissions.

8.9 - Payments shall always be made in currencies that are legal tender in Italy. The parties agree that any change occurred at any time with reference to economic and market conditions (both at international level and with reference to the Purchaser's Country), as well as to currency fluctuations, interest rates and the like, in the Purchaser's Country, shall never represent nor can be interpreted as an event of force majeure and/or circumstances of supervening excessive onerousness such as to release the Purchaser from his contractual obligations towards the Seller. Consequently, the Purchaser shall bear any harmful consequence and/or loss caused by any of the aforementioned events or circumstances, until the complete and exact execution of any and all Contracts in force between the parties.

8.10 - The Products shall be insured, by the Seller and at the Purchaser's expense, only upon the express written request of the Purchaser, with the consequence that, in the absence of insurance coverage, any risk for loss and/or damage to the Products shall be borne exclusively by the Purchaser.

8.11 - All payments due to the Seller shall be made in available funds, without any deduction or set-off, free and clear of all taxes, duties, charges, contributions and withholdings of any nature whatsoever, now or hereafter imposed by any governmental, tax or other authority. If the Purchaser is obliged to make any deduction, the Purchaser shall pay to the Seller any additional amount as may be necessary to ensure the receipt by the Seller of the full price which is due to the Seller and which the Seller would have received but for such deduction.

8.12 - Except where - exceptionally - a distribution contract is concluded, in the event that the Contract provides for particularly favourable economic conditions (e.g. granting of special discounts, terms and

conditions of payment, etc.), it being understood that the latter shall be valid and effective only on the condition that the Purchaser acquires the Products solely for its own account - and not for the account or benefit of any other third party - for the purpose of using the Products directly and not for any other speculative purpose, including but not limited to purposes of remarketing, resale, redistribution or transfer in any capacity whatsoever of the Products and/or any rights in them to any third party in any jurisdiction, the same being obliged not to resell, distribute and/or transfer in any capacity whatsoever the Products to any third party for a period of 2 (two) years from the date of delivery of the last Product under the Contract ("Period"). In the event of any breach of the aforesaid obligation and with effect from such breach: (i) the Seller shall cease all deliveries of Products not yet made; (ii) the special economic conditions shall be deemed to be immediately revoked and the Seller shall be entitled to demand immediate payment of the full price (or the residual price) calculated according to the parameters set out in the Price List in force at that time, without prejudice to all further remedies and rights due to the Seller.

In particular, Purchaser acknowledges that breach of the obligation not to resell during the Period referred to in this Article may cause Seller irreparable damage for which it may be difficult - or may appear inadequate - to quantify the damage monetarily. Consequently, the Purchaser agrees that the Seller shall be entitled - without prejudice to all other rights and remedies - to obtain injunctive relief without the obligation to deliver security or with the issuance of the minimum security required by law.

#### 9. (Guarantee)

9.1 - The guarantee is limited, at the Seller's sole and unquestionable choice, to the repair or replacement of defective parts due to a design or production defect (provided that the design was exclusively developed by the Seller without design contribution by the Purchaser), excluding parts subject to normal wear and tear, as well as failures caused by overloading.

9.2 - Furthermore, the Seller shall not be liable for conformity defects in the Products and for defects arising, even indirectly, from any documentation, technical or otherwise, and from anything else supplied, indicated or requested by the Purchaser or by third parties acting, in any capacity, on the latter's behalf.

9.3 - The Seller likewise shall not be held liable for defects of conformity of the Products and for defects caused by failure to comply with the rules set forth in the instruction manual, if any, and in any case by misuse or mishandling of the Products. Nor shall the Seller be liable for defects of conformity and defects in the process, performance of the Products and/or manufacture of the finished Products that depend on: (i) incorrect use of the Products by the Purchaser, it being understood that the term "incorrect use" shall include - by way of example but not limited to - the following cases (i) the use of oils, greases, lubricants, yarns and/or consumable parts and flat parts (such as, for example, needles and sinkers), which are not deemed suitable by the Seller, i.e. which do not comply with the parameters set forth - with reference to oils and lubricants - in DIN 62136-1 and 51834-2; shortcomings related to pneumatic, electrical power supply, etc.; (ii) the use of the Purchaser's own products, such as, for example, the use of the following (ii) the use of unqualified or otherwise inadequately prepared or trained labour for the use and/or maintenance of the Products; (iii) hacking of the computer system; (iv) the Purchaser having carried out modifications or repairs without the prior written consent of the Seller; (v) special specific characteristics requested by the Purchaser in addition to the standard characteristics of the Products manufactured by the Seller pursuant to art. 3.4 above - including, without limitation, an increase in the number of revolutions - which may cause damage to components and/or parts of the Products; or, in any event, (vi) defects due to causes arising after the transfer of risk. No warranty is furthermore given in the event that the Purchaser, of his own volition, has purchased used products and/or non-original spare parts from third parties as Products.

9.4 - This guarantee lasts for 12 months - in the case of use of the Products for a maximum of 12 hours a day and a maximum of 5 days a week - starting from the date of installation, but may not be enforced beyond 12 months starting from the 10th day after the notice of readiness of the goods to be communicated to the Purchaser by registered letter, fax, PEC or e-mail and shall not be subject to any extension; it is understood that the Purchaser shall forfeit the right to the aforementioned guarantee in the event that the use of the Products does not comply with the aforementioned criteria or if such compliance cannot be ascertained.

Any repair or replacement work performed by the Seller shall under no circumstances be construed as recognition of the existence and/or consistency of any defect.

The guarantee for replaced or repaired parts expires on the same day as the expiry of the guarantee in accordance with this Article.

The Purchaser shall, under penalty of forfeiture, report the alleged lack of conformity of the Products to the Seller, specifying the nature thereof in detail in writing, within the following terms:

- within 8 days after delivery of the Products in case of apparent defects;  
- within 8 days of discovery in the case of defects that became apparent after installation and in any case within six months of installation.

The Purchaser shall also forfeit the warranty pursuant to Articles 3.4, 8.7, 8.8 and 9.10, i.e. if, having requested the return of the defective part of the Product at the Seller's own expense, the Purchaser fails to return such part within fifteen days of replacement. In the latter case, if the Product has been returned/repared under warranty, the Purchaser shall be entitled to invoice the Product not returned.

9.5 - In order for a claim to be admissible, the Purchaser shall be obliged to prove in writing the validity of the guarantee, the correct storage and installation of the Products, as well as to provide the Vendor with adequate documentation proving the defects/defects.

9.6 - The Seller, after ascertaining the existence of the defect, shall carry out repairs and/or replacements with the cost of shipping and returning the part of the Product, travel, board and lodging borne by the Purchaser.

Compensation for any damage to the Purchaser shall in any case not exceed the value of the portion of the Product supplied by the Seller and affected by the defect.

9.7 - If the defective Products must be returned to the Seller for repair, they shall be shipped ex Seller's works and, in the same manner, the Seller shall return the Products to the Purchaser ex Seller's works.

9.8 - The warranty referred to in this article shall absorb and replace the warranties or liabilities provided for by law and exclude any other liability of the Seller, however arising from the Products supplied, including that relating to the performance of the Products; in particular, the Purchaser may not make any other claims for direct or indirect compensation for damages, not even for the Products' stoppage or production stoppage, for price reduction or termination, even partial, of the Contract, for damage to reputation, loss of goodwill. Once the warranty period has expired, no claims may be asserted against the Seller.

9.9 - All remedies provided for by the laws in force and applicable in the event of non-fulfilment of the Seller's obligations, with the exception of the remedies of repair and replacement mentioned above, are hereby excluded. It follows that the Seller shall not be liable for compensation for any direct, indirect and/or consequential emerging damage and/or loss of profit, whether to property or persons. The Seller's liability is also excluded with regard to any warranty obligation, even implicit, deriving from laws or regulations, however applicable, in favour of the Purchaser, including implicit warranties for lack of conformity, merchantability and suitability of the goods for a particular use.

9.10 - The use by the Purchaser of portions of Products not manufactured and/or supplied by the Seller - and/or non-original Lonati spare parts supplied directly by the Seller and/or its authorised distributors and/or agents - in combination with the Seller's Products shall entail the immediate revocation of the guarantee.

9.11 - Also for the purposes set forth in art. 9.4 above, the Purchaser agrees as of now to the geo-location of the Products purchased and also authorises the Seller to collect and use data relative to the time the Products are used, as well as to carry out verification, maintenance and/or updating operations on the Products in "remote" mode, through *online* connection to the Products. It is understood that the connection and geo-localisation system adopted is not intended to carry out remote controls of the workers employed by the Purchaser or of the performance of the same. For the aforementioned purposes, the Purchaser shall ensure that the Products are always correctly connected *online* and accessible to the Seller. Failing this, the latter cannot be held liable for failure to perform remote technical assistance.

#### 10. (Preparation of Products and Limitation of Liability)

10.1 - In addition to what is set forth in Article 3, it is hereby specified that the Products are delivered ready for installation, according to the technical settings defined by the Seller in the relevant Product data sheets. It is specified that the Products are designed and manufactured exclusively for the use of standard yarns, as also specified in the Products' technical data sheets contained and/or in any case related to the individual sales orders.

10.2 - Any processing that the Purchaser intends to carry out with the use of the Products that deviates from the technical specifications indicated by the Seller or from the standards normally accepted by the market in relation to the type of Products, must be agreed upon in advance with the Seller. Failing this, the Seller shall

not be liable for the performance of the Products; in the aforementioned cases, the warranty for defects and/or non-conformity of the Products is also excluded.

10.3 - Any modifications requested by the Purchaser on the Products that are aimed at making special products, or technical interventions outside the contents of the technical assistance envisaged for the normal start-up of the Products, shall be the subject of separate negotiation and shall be quantified separately as to the relative consideration.

10.4 - The Purchaser shall obtain, at its own expense, all certifications and/or licenses required, with respect to the Products, by laws and regulations of the country of the Purchaser and/or of the place of destination, so as to ensure that the Products and all their parts and components are fully compliant with the standards and technical and safety requirements applicable and in force in the aforesaid places. The Purchaser shall indemnify and hold the Seller harmless from the costs of obtaining such certificates and licences, as well as from any liability and any other legal consequences resulting from the lack of such certificates and licences in whole or in part.

10.5 - The Seller shall not be liable for any lack of or defective production, as well as for any damage for any reason whatsoever resulting from the use of yarns and/or the production of finished products - by the Purchaser - that do not comply with or in any case are not suitable for the technical characteristics of the Products; in the aforementioned cases, the guarantee for defects and/or non-conformity of the Products is also excluded

10.6 - The Seller assumes no liability for Products marketed and/or installed in countries where there are regulations that do not allow their use, for uses for which they are not intended or for installations and uses that do not comply with the technical specifications of the Products agreed upon between the parties.

#### 11. (Testing and Acceptance)

11.1 - The testing of the Products is carried out at the Seller's premises or by an appropriate body designated by the Seller. For the purposes of this provision, testing does not mean the final start-up of the Product.

11.2 - The Seller, upon express agreement in writing, may assume the obligation of assembling the Products, limiting itself for this purpose to supplying the competent technical personnel, with costs borne by the Purchaser, also with reference to insurance charges. The Purchaser shall bear all liability for the aforementioned technical personnel, even in the event that the same performs the service under the direction of the Seller.

11.3 - Within 8 days of the installation of the Products, the Purchaser shall issue a written declaration of acceptance of the Products, even in the event of the absence - for any cause whatsoever - of any parts and/or accessory devices that do not impair their operation. In any case, acceptance shall be deemed to have taken place within the term of 8 days from installation, in the absence of specific written objections.

#### 12. (Trial sale)

12.1 - In the event of a trial sale, it is understood that (i) the costs of transporting the Products from the Seller's place of business to destination shall be borne by the Seller; (ii) in the event of returning the Products, the transport costs shall be borne by the Purchaser.

12.2 - The trial period shall last a maximum of 3 (three) months. At the end of the said period, in the event of a negative outcome of the trial, the Products shall be returned within and no later than thirty (30) days from the date of conclusion of the trial period, unless otherwise agreed; in the event of a positive outcome of the trial, the Purchaser shall acquire ownership of the Products and the guarantee envisaged in art. 9 shall run from the date of the installation of the Products.

12.3 - During the trial period, the Purchaser shall be liable for any damage caused to the Products, and the Seller shall be entitled to compensation for the same.

#### 13. (Final Rules)

13.1 - If the GCS and/or the Contract are drawn up in several languages, the Italian language text shall prevail in all cases.

13.2 - The Contract may not be assigned by the Purchaser without the prior written consent of the Seller.

13.3 - The Purchaser undertakes to stipulate in all contractual relationships concerning the Products limitation clauses of the Seller's liability that are substantially identical to the provisions of articles 9 and 10 of the GCS, assuming full and exclusive liability for the further circulation of the Products supplied by the Seller.

13.4 - If the purchase of the Products is carried out by a leasing company (finance lease) and granted to the Purchaser/User, the Contract shall only come into effect once the Purchaser/User has completed all the contractual documentation relating to the leasing transaction, including the purchase order and the GCSs as well as the delivery and testing report, which must be confirmed to the Seller by the leasing company. Any covenant or agreement entered into between the Purchaser/User and the leasing company shall in any event not be enforceable against the Seller unless specifically approved in writing by the latter.

13.5 - The commercial conditions of sale, with particular regard to budget, incentive, discount conditions, as well as the information relative to the specific characteristics requested by the Purchaser in addition to the standard characteristics of the Products manufactured by the Seller, as well as any other documentation or information qualified by the Seller as confidential, are of a strictly confidential and reserved nature, therefore, the Purchaser undertakes not to divulge them or communicate them to third parties, nor use them for purposes other than the conclusion and execution of the Contract, even after the execution of the same.

13.6 - Any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Seller's court; however, notwithstanding the foregoing, the Seller shall always have the right to bring the dispute before the Purchaser's court.

#### 14. (Privacy)

The Seller informs the Purchaser that it is the Data Controller and that its personal data will be collected and processed in accordance with the methods and criteria provided for by Legislative Decree no. 196/2003 and EU Regulation 2016/679 as amended. The provision of the requested data is indispensable for the purposes of signing these GCS and their processing is lawful and necessary for the performance of any contractual relationship between the parties with regard to the supply of the Products, in accordance with Article 6 of EU Reg. 2016/679. It should also be noted that the aforementioned data will be processed on paper and/or by automated means and may be communicated to parent, subsidiary and associated companies, entities, consortia, banks and associations operating in Italy and abroad. The Purchaser may at any time exercise the rights recognised to him under Article 7 of Legislative Decree no. 169/2003 and Articles 15 et seq. of Regulation no. 679/2016. By signing these General Conditions of Sale the Purchaser expresses his consent to the processing of his personal data.

#### The Purchaser

**Express approval:** The Purchaser hereby declares to accept, pursuant to and for the purposes of Art. 1341 of the Italian Civil Code, the following articles as set out above: 1 (applicable law), 2.2 (formation of the Contract), 2.4 (completion of the contract), 3.4 (packaging), 4 (drawings, Seller's documentation, intellectual property), 5.2 (payment of price in case of non-importation of goods), 5.3 (indicative nature of delivery terms), 5.4 (split deliveries and non-terminability of the Contract), 5.5 (obligation to take delivery), 5.6 (defect in taking delivery of the Products), 5.7 (risk for loss or damage of the Products), 5.8 (Indemnity and limitation of the Seller's liability), 5.9 (Waiver of indemnity) 6 (Transfer of risk), 7.2 (Retention of title and assumption of risk), 7.3 (Termination and repossession of goods), 7.5 (Prohibition of acts of disposition of goods not paid in full), 7.7 (Termination and penalty), 8.2 (Price variation), 8.6 (Waiver of delivery obligation and price collection), 8.7 (Limitation of Purchaser's exceptions), 8.8 (exclusion of warranty), 8.9 (variations in economic and market conditions), 8.10 (insurance), 8.12 (favourable economic conditions), 9 (warranty), 10 (preparation of the Products and limitation of liability), 11 (testing and acceptance), 12 (trial sale), 13.2 (limits to the assignment of the Contract), 13.6 (exclusive place of jurisdiction and waiver).

#### The Purchaser