

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. INTRODUCTION

- 1.1. Unless otherwise expressly, the sales, stipulated in the Order Confirmation, are made under the following general conditions.
- 1.2. Each Purchase Order received involves the Buyer's unreserved adherence to these conditions of sale.

### 2. DEFINITIONS

- 2.1. Under these terms and conditions ("**General Terms and Conditions**"), which form an integral and substantial part of the Purchase Order, the following expressions will have the meaning hereinafter specified:
- a) **Seller:** means the company Edilmatic S.r.l. (V.A.T. 00141890202);
  - b) **Buyer:** means the individual, sole proprietorship or legal entity that benefits from the services covered by this contract;
  - c) **Contract/General Terms and Conditions:** means all the general terms and conditions indicated hereinafter and governing the contractual relationship between the Seller and the Buyer;
  - d) **Purchase Order:** indicates the order submitted by the Buyer to the Seller concerning the Seller's goods.
  - e) **Order/Order Confirmation:** indicates the Purchase Order accepted by the Seller to which additional conditions and/or additions may be indicated as well as governed by the General Terms Conditions herein defined.

### 3. CONTRACTUAL REGULATIONS

- 3.1. Each individual Order will be accepted by the Seller and fulfilled exclusively according to these General Terms and Conditions which prevail over any other condition and modifications or conditions other than those reported below will be valid only if recognized in writing on a contract signed by the legal representative. Verbal or written statements by the Seller's collaborators also by e-mail will not have legal value unless signed by the legal representative.
- 3.2. If the Parties intend to apply, with reference to the General Terms and Conditions, terms or conditions that are derogatory or additional to what is established therein (hereinafter "Special Conditions"), the Parties must include said Special Conditions in the Order, or in an appropriate document, explicitly referring to their intention to apply these Special Conditions in addition or by way of derogation from what is established in General Terms and Conditions.

### 4. PURCHASE ORDERS

- 4.1. The transmission of the Purchase Order commits the Buyer to accept the General Terms and Conditions.
- 4.2. The transmission of the Purchase Order shall be deemed to be as an irrevocable purchase proposal for the Buyer while it is not binding for the Seller, who in her/his sole discretion, reserves the right to accept it the Confirmation of Order.
- 4.3. Each Purchase Order sent by the Buyer to the Seller must be clearly completed in all its parts and in writing with:  
(a) the correct identifications of the Products ordered; (b) the quantity of the Products ordered; (c) the required delivery dates and (d) the instructions for collection with the indication of the carrier who will carry out the shipment.
- 4.4. The characteristics and the resulting data on catalogues, the Internet and/or any other documentation relating to the products covered by the supply are to be considered purely indicative, having exclusive illustrative purposes and are not binding on the Seller.

- 4.5. Any additions or changes made to the Purchase Order, by the Buyer, shall not be deemed as binding for the Seller, who may accept or reject them, where should the latter be the case, the Order Confirmation will be considered valid and effective.
- 4.6. The characteristics and data resulting from catalogues, the Internet and / or any other documentation relating to the products supplied are to be considered purely indicative, with exclusive illustrative purposes and not binding for the Seller.
- 5. ORDER CONFIRMATION**
- 5.1. The supply comprises exclusively the services, goods and quantities indicated in the Order Confirmation and / or any additions thereto, duly signed by both parties for acceptance, except as indicated in point 5.3 below.
- 5.2. In any case, the Seller reserves the right to subordinate the Order Confirmation to any specific payment methods and / or to the issue of a suitable guarantee.
- 5.3. In the event Buyer contests delivery, Buyer must do so no later than 5:00 p.m. of the day of shipment, otherwise Confirmation of Order sent to the Buyer will be considered accepted.
- 5.4. The text of the Order Confirmation held by the Seller prevails, in any case, over any other non-compliant text that may be exhibited by the Buyer.
- 6. PRICES AND PAYMENT TERMS**
- 6.1. Prices are to be considered as those specified in the Order Confirmation and are intended ex works (EW), they do not include other charges unless otherwise specified, including but not limited to: stamps, taxes of any nature which will always be borne by the Buyer, as well as ancillary services not expressly mentioned.
- 6.2. Payment for the supply must be made by the Buyer in accordance with the methods and terms indicated in the Order Confirmation and/or in the invoice.
- 6.3. The Seller shall have the right to modify the payment conditions in relation to the existing Orders if the Buyer's conditions, even if only presumed, may affect the Seller's rights.
- 6.4. The balance of the price must be made in accordance with the agreed payment conditions, and in any case no later than the expiry date of the invoice.
- 7. FAILED OR DELAYED PAYMENT**
- 7.1. In the event of any delay, even partly, of due payment hence failure to comply with terms set forth herein, default interest accrued pursuant to Legislative Decree 231/2002, where applicable, or legal interest rates shall apply.
- 7.2. Any disputes arising on the goods shall not entitle the Buyer to suspend nor delay all or part of the payment in accordance with the Terms agreed upon.
- 7.3. If the Buyer fails to pay the invoice when due, the Seller, without prejudice to any further action being taken, he/she shall be entitled to require full payment in advance as condition for further supplies or rather to deem the contract suspended or terminated, to suspend or cancel any other existing contracts. The Buyer may not claim any right for refund, compensation nor express reservations against the Seller. The Buyer shall remain obliged to compensate all damages resulting from the non-execution of the contracts.
- 8. DELIVERY TERMS**
- 8.1. The delivery terms indicated in the Order Confirmation must be considered presumptive and are always indicated without guarantee of compliance thereof; failure to comply with them will therefore not give the Buyer any right to obtain fulfillment within the agreed terms, termination, even partly, of the contract and / or compensation for damages unless such consequences have been expressly provided for and accepted in the Confirmation of Order.
- 8.2. The Seller reserves the right to update the Buyer on the order progress as well as on the delivery date by email and / or telephone.

- 8.3. In any case, the delivery time is deemed as complied with by the Seller by the notification of the goods being ready for shipment.
- 8.4. Having, however, the force of an agreement, in the event that the delivery does not take place for reasons attributable to the Buyer, the latter will, in any case, be required to pay in full the agreed amount.
- 8.5. No compensation for any damages due to delay in deliveries may be claimed by the Buyer if it's not unequivocally proven that the delay is attributable to the negligence and/or liability of the Seller.

## 9. SHIPPING AND DELIVERY

- 9.1. The delivery of the goods takes place Ex Works (EXW Incoterms 2020) at the Seller's plant/premises located in Pegognaga (Mantova) –Italy , or at other warehouses attributable to the Seller, except otherwise expressly agreed upon between the parties and indicated in the Order Confirmation.
- 9.2. Unless otherwise agreed, the Buyer will assume all risks associated with the supply, including the risk of deterioration or loss of the goods from the time of delivery to the agreed location, scilicet to the Carrier in charge of transport.
- 9.3. Any complaints, reservations, actions arising from and/or related to transport and subsequent operations must be made and / or proposed by the Buyer exclusively against the Carrier, whereas the Seller may not be responsible for whatever may have occurred after delivery.
- 9.4. If the Buyer refuses to accept a delivery for reasons not attributable to the Seller, the Seller is entitled to demand payment for the goods produced and may charge the Buyer any storage costs in addition to compensation for any further damage.

## 10. WARRANTIES

- 10.1. The Seller represent and warrants that the products shall be in full compliance with the specifications and conditions as detailed in the Order Confirmation. In any case, unless otherwise expressly agreed in writing between the parties, the Seller shall not be held liable resulting from or contributed to by the negligence/misuse of goods in any form of Buyer.
- 10.2. Any further technical specifications and/or warranties claimed by the Buyer shall not be taken into consideration unless agreed upon in the order confirmation.
- 10.3. The Buyer shall assess in advance whether the products supplied by the Seller are suitable for the use for which they are intended.

## 11. TERMINATION CLAUSE

- 11.1. The Seller shall have the right to terminate this contract with immediate effect by law, pursuant to and for the purposes set forth in Article 1456 of the Italian Civil Code, in the event of non-compliance by the Buyer with the payment terms referred to the point 6 above, or in the event of failure to issue guarantees required in the Order Confirmation, by giving written notice to the Buyer, by registered letter with return receipt or certified e-mail.
- 11.2. In such case, the Seller shall have the right to: (i) withhold the amount already paid, as a compensation for damage, without prejudice to further request of damages; (ii) suspend any fulfillment of further orders or residual orders in progress as well as (iii) charge the Buyer (without prejudice to further action) starting from the day of their expiry, the default interest provided for by Articolle 5 of the Legislative Decree No. 231 dated 9/10/2002, without any formal notice to be given.

## 12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 12.1. Without prejudice to the provisions of these General Terms and Conditions, with regard to the exclusions of liability of the Seller, the parties hereby agree that, should the Seller's liability be ascertained, said liability cannot exceed the price of the products purchased and for which a dispute arose, however excluding further

compensation and / or indemnities for any reason and / or reason in favor of the Buyer and / or third parties connected thereto.

### 13. DEFECTS AND COMPLAINTS

- 13.1. The Buyer shall inspect the products and notify the Seller of any flaws or defects upon delivery of the goods; after said deadline, any complaints will not be taken into consideration.
- 13.2. In the event of hidden defects, the Buyer must report them in writing to the Seller within 8 days of their discovery, except in the case of flaws and defects that could be identified by virtue of a diligent examination at the time of delivery to the Buyer.
- 13.3. The Seller is not liable in any case for damages resulting from improper use and shall not be held liable.
- 13.4. If the complaint is timely and deemed, after the Seller's assessment, to be well founded, the Seller's obligation is limited to the sole replacement of the goods recognized as non-compliant in the same place of delivery as the original supply, subject to the its return. Any right of the Buyer to request termination of the contract or compensation for damage and reimbursement of expenses incurred is excluded.
- 13.5. In any case, complaints and / or disputes do not entitle the Buyer to suspend payment of the invoice relating to the disputed goods.
- 13.6. Failure by the Buyer to return the non-compliant goods to be replaced by the Seller will result in the invoice being charged.

### 14. FORCE MAJEURE

- 14.1. "Force majeure" means the occurrence of an event and / or circumstance that precludes or prevents a party from fulfilling one or more of the contractual obligations provided for in the Contract if and to the extent that the interested party proves that (i) the impediment is outside its sphere of control, (ii) such event could not reasonably have been foreseen at the time of stipulation of the contract and (iii) the effects could not reasonably be avoided or overcome by the party invoking this clause.
- 14.2. Unless proven otherwise, it is assumed that the following events and /or circumstances affecting a party constitute a Force Majeure event beyond its reasonable control hindering said Party from complying with its regular fulfillment: a) war (either declared or not), hostility, invasion, extensive military mobilization; b) civil war, riots, insurrection, acts of terrorism, revolutions and rebellions; c) currency and trade restrictions, embargoes, sanctions; d) either lawful or unlawful acts of authority, acts in compliance with laws or governmental measures (including but not limited to administrative measures, national and regional regulations), seizures and nationalization; (e) epidemics (whether declared or not), natural disasters, extreme natural events; f) fire, explosion, destruction of equipment, prolonged interruption of transport, telecommunications, computer systems and/or energy black-outs; g) general perturbation of work (such as, purely by way of example, boycotts, strikes and lockouts), occupation of factories and premises.
- 14.3. The Party wishing to make use of the present clause must promptly notify the other party
- 14.4. The Party invoking this Clause shall not be liable for the failure to perform such obligations for the duration of the Force Majeure Event nor for all the consequences caused or resulting from such Force Majeure Event.
- 14.5. The Party whose execution of the Contract is affected must, as soon as possible, notify the other Party of the occurrence of this circumstance together with a provision regarding the resumption of execution (provision which will be updated from time to time) and the Party who will provide such communication will be justified for the failure or late execution of the Contract, as the case may be, until such circumstance ceases to apply.
- 14.6. If the Force Majeure event has a duration such as to substantially deprive the Parties of what they were reasonably entitled to expect under this Contract, each Party shall have the right to terminate the contract by

giving notice to the other party and do so within a reasonable time. Unless determined otherwise, the Parties expressly agree to terminate this contract, should the suspension due to force majeure last more than 120 days.

**15. ANY FORBEARANCE OR INDULGENCE**

**15.1.** Under no circumstances the failure of the Seller to exercise any right - or the failure to demand the exact observance of the provisions contained in this Agreement or in the Civil Code - constitute a waiver of the right to request exact fulfillment, whereas such omissive demeanor will be deemed as a mere act of indulgence.

**16. DATA PROTECTION**

**16.1.** The personal data provided for the purpose of executing this Contract will be subject to computer or manual processing by the contractors in compliance with the provisions of EU Regulation 2016/679.

**17. MODIFICATION AND TRANSFER OF THE CONTRACT**

**17.1.** Any modification and /or derogation from these General Terms and Conditions shall be in writing and duly signed for acceptance.

**17.2.** The Seller reserves the right to assign the rights deriving from this Contract to third parties and do so without the need for any prior notice to the Buyer.

**18. APPLICABLE LAW AND JURISDICTION**

**18.1.** This contract is governed by Italian law and the Italian language prevails.

**18.2.** All disputes arising out of or in connection with execution, interpretation, application of this contractual Agreement shall be finally settled in accordance with the Laws of Italy and the parties hereto consent to the sole jurisdiction of the Courts of Mantova, as the contractual Agreement has been signed in Italy.

**19. NOTICES**

**19.1.** Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Contract between the Parties shall be deemed as valid and effective solely in writing via registered, return-receipt letter and/or by certified e-mail.

**20. MISCELLANEOUS**

**20.1.** The parties hereunder mutually acknowledge that this Contract, as of its date of execution, cancels and supersedes any prior or on-going agreement between the parties and relating to the subject matter thereof.

**20.2.** Invalidation and Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the enforceability of other provisions hereof: in which event the parties shall in good faith proceed to replace said clauses / provisions with more eligible and compliant ones to the purpose intended in this Contract.

**20.3.** Each right or remedy the Seller may have under this Contract and or upon Purchase Order shall be without prejudice to any other legal remedies available whether provided for or not by these Conditions and / or upon the Purchase Order.

**20.4.** For everything not expressly regulated in this Contract, reference shall be expressly made by the Parties to the general rules on contracts set forth by the Italian Civil Code and to the special laws in force.

**20.5.** All regulatory references cited in this Contract are to be considered updated with any subsequent amendments and or additions.

**20.6.** The fact that one party does not apply or delays applying a right, a power or a prerogative recognized in these contractual conditions cannot be interpreted as a waiver of such right, power or prerogative. Waiver of a right is effective only if it is established by a written document signed by the affected party.

**20.7.** The Annexes to this Agreement constitute an integral part of this Agreement.

Pegognaga, 22/12/2022