

GENERAL TERMS OF SALE

1. Scope and Definitions

1.1 These general terms apply to all sale offers (hereinafter, "Offers"), purchase orders and, once accepted, agreements (hereinafter, "Agreements"), by which OL.MI S.r.l. (Hereinafter, "OL.MI" or "Supplier") is the selling party.

1.2 The present general terms of sale (hereinafter, "GTS") prevail, in any case, over any that may have been drawn up by the Buyer. For purposes of these GTS, the following terms are intended to mean as follows:

- "Buyer": any company, party or legal entity, and natural person that purchases OL.MI Products from OL.MI S.r.l.;
- "Product": goods produced, assembled and/or sold by OL.MI;
- "Order(s)": each (written) proposal to purchase the Products provided by the Buyer to OL.MI, either by fax or email;
- "Order Confirmation": the written acceptance by OL.MI of the Order(s).

1.3 OL.MI reserves the right to add, modify or delete any provision of these GTS, with the understanding that any addition, modification or deletion will apply to all sales made starting from the 15th day following notification to the Buyer of the new GTS.

2. Orders and Sales

2.1 The Buyer sends to the Supplier, directly (or through distributors and/or agents) the Order(s) containing: company name and tax data, codes of requested Products, quantity, and delivery location.

2.2 The Sale must be considered concluded when: (i) the Buyer receives the written Order Confirmation from the Supplier via email, fax or other electronic means, in compliance with the terms and conditions of the Order; or (ii) in case of Order Confirmation sent by the Supplier, and containing conditions different from the terms and conditions set forth in the Order originally received by the Buyer, when the latter accepts the Order Confirmation in writing or, in any case, does not object to it within 7 (seven) days of receipt thereof.

2.3 Orders accepted by the Supplier cannot be revoked/cancelled by the Buyer without the Supplier's written consent.

2.4 These GTS, duly signed for acceptance, must be received by the Supplier at the time of receipt of the first Order, or at the time of Offer acceptance, and shall remain valid for any other subsequent Agreements.

2.5 The Offers, however named, sent by the Supplier will become null and void and, therefore, have no validity, unless they have been expressly accepted by the Buyer in writing within the validity period indicated therein, pursuant to and for the purposes of Articles 1328 and 1329 of the Italian Civil Code.

2.6 The offer made to the Buyer by agents, brokers or other intermediaries, and the order proposal submitted by them to the Supplier shall not bind the Supplier until the Buyer's order is accepted by the Supplier. Orders for merchandise valued at less than € 75.00, net of discounts, shall not be accepted.

3. Delivery and Transport

3.1 Unless otherwise agreed, Products shall be delivered *Ex Works* (EX WORKS, Incoterms 2010).

3.2 The delivery term indicated by the Supplier in the Order confirmation must be understood as reference purposes. Therefore, the Supplier shall not, under any circumstance, be considered responsible for non-compliance with the Order's terms.

3.3 Under no circumstance, shall the Supplier be held responsible for delays or failure to deliver due to circumstances beyond its control, such as, by way of example:

- a) inadequate technical data or inaccuracies or delays from the Buyer in providing the Supplier with information or data necessary to ship the Products;
- b) difficulty in procuring raw material supplies;
- c) problems related to production or order planning;
- d) partial or total strikes, power black-out, natural disasters, measures imposed by public authorities, transport challenges, *force majeure*, social unrest, terrorist attacks and any other other unforeseen events;
- e) delays attributable to the shipper.

3.4 The occurrence of any aforementioned events shall not entitle the Buyer to seek compensation for any damage or indemnification of any kind.

3.5 It is the Buyer's responsibility to instruct the carrier to check the Products before loading and the relative number of packages; any remarks pertaining to package integrity and quantity must be raised by the carrier at the time of loading. These comments must be detailed on all copies of the transport documents; otherwise all loaded Products are understood to be intact and complete. As a result, the Supplier shall not be liable concerning missing or damaged Products that may not have been reported by the carrier.

3.6 The Buyer shall also instruct the carrier to check methods used to ensure load stability in the vehicle in order to prevent damage in transit, and that all safety regulations concerning road traffic are complied with.

3.7 Except as otherwise agreed in writing between the Parties, the Products shall be transported at the Buyer's expense and risk. In the event that transportation falls under the Supplier's purview, the Supplier is entitled to choose means of transport he deems most appropriate, lacking specific instructions from the Buyer.

4. Acceptance

4.1 Upon receipt of the Products, the Buyer shall promptly verify that the Products received match with the information on the relevant shipping documents, and perform all production tests necessary to verify compliance with the expected quantity and quality requirements. The Buyer must

report the non-delivery of Products and/or any Product quantity and/or quality discrepancies by registered letter or PEC certified email, which must include detailed information on the identified defect, accompanied, where possible, by photographs. This communication must be received by the Supplier within the deadline set forth in Art. 9. The Supplier shall not, under any circumstance, be charged costs and/or expenses incurred by the Buyer or by third parties relating to tests, consults and inspections.

4.2 Within a reasonable time, the Supplier shall verify the accuracy of any claims made by the Buyer, and, where such claims are accepted, the Supplier shall replace any missing or defective Products, within the deadline set forth herein, at his own expense.

4.3 If defects have been identified as a result of inspection, any use of the Products shall void the warranty provided to the Buyer.

5 Product Prices and Technical Information

5.1 Prices do not include VAT, shipping fees and taxes. Prices are not binding and are subject to change without notice. The Order Confirmation will contain the sale price of any individual Order.

5.2 Unless otherwise agreed, all features, technical data, samples, and technical drawings of the Products are for information only and, therefore, not binding. Before implementing the recommendations and suggestions provided in our documentation, please check that any requested items meet your specific needs. The Supplier reserves the right to make changes to the Products and their packaging.

6. Payment

6.1 Payments must be made in the manner and at the time agreed by the Parties and listed in the Order Confirmations. Unless otherwise agreed in writing, payment is due within 30 (thirty) days from delivery.

6.2 Any negotiations, offers, sales, endorsements, receipts and discounts proposed by our Distributors and/or Agents and /or intermediaries must be confirmed in writing by the Supplier.

6.3 In the event of late payment by the Buyer, the Supplier shall deem the Buyer to be in default, and, accordingly assess all applicable interests, as set forth in the provisions of Art. 5 of Legislative Decree no. 231/02.

6.4 Any claim relating to the Products and/or their delivery shall not, under any circumstance, justify payment suspension or delay.

7. Conditions of Non-payment

7.1 Pursuant to and for the purposes of Art. 1460 of the Italian Civil Code, in the event of late and/or partial payment, and/or, in any case different from any amount due by the Buyer to the Supplier, which relate to the commercial relations between the parties, the Supplier shall be entitled to immediately suspend any supply of the Products and terminate each individual Sale in progress, and demand the immediate payment due sums.

8 Warranty: Scope of Application

8.1 These Warranty Conditions apply to all Products.

8.2 The Warranty provided herein is the sole and only warranty relating to the Products, and replaces any other warranty, oral or written, implicit or explicit, relating to the Products.

8.3 Beyond what is expressly stated herein, the Supplier shall not honour any other warranty, including any coverage regarding the merchantability and adequacy of the Products for particular purposes and applications.

8.4 The Supplier shall not be liable in any way for any additional warranty provided to the Buyer by third parties, including, without limitation, any warranty covering the period of useful life and duration of the Products, as well as of any product made with the Products or in which the Products are incorporated.

8.5 Supplier warrants that the Products comply with any applicable European Union (EU) standards. No warranty shall be provided by the Supplier regarding the compliance of these Products with rules and regulations, including those concerning safety and accident-prevention provisions in force in the Buyer's country, if the Buyer resides outside the EU or, more generally, in any non-EU country.

8.6 The Supplier reserves the right to change the methods and terms by which any Warranty service is provided.

9. (cont. Warranty) Duration and Limitations

9.1 The Supplier warrants the Buyer that, upon delivery and for a period of 24 (twenty-four) months thereafter (hereinafter, the "Warranty Period"), the Products are free from manufacturing/ processing defects, as well as from defects concerning materials used. In the case of purchase of the Products through one of the Supplier's authorized reseller, the Warranty shall elapse from the date of delivery of the Products, as certified by the retailer.

9.2 If a product is returned to the Supplier during the Warranty Period, as indicated below, and the Supplier determines that the product is defective, at his sole discretion, he may repair the Product, replace the Product with a brand new Product, or refund the original purchase price. If the Warranty Period has expired or the Warranty is not applicable pursuant to these Warranty Terms, the Supplier shall return the Product without refund.

9.3 The Warranty does not apply, and, therefore, the Supplier shall not, in any way, be held liable, nor, be charged for any costs, if (i) the Products are not used under normal conditions of use and/or in compliance with the Supplier's instructions; (ii) any defects in the Products derive from incorrect installation, maintenance or repair, or from modifications made without the Supplier's written consent; (iii) the defects identified and inherent in the Product originate from the Buyer, his employees, support personnel or third parties operating on the Buyer's behalf; (iv) the defects derive from normal deterioration or normal wear and tear of the Products; (v) any defects or damages result from continuous exposure to the elements (humidity, temperature, salinity, etc.), or the use of aggressive cleaners.

9.4 In any case, the Buyer is responsible for verifying and checking the quality of what has been constructed with the Products, by carrying out tests and/or preparatory audits concerning the use of the Products.

9.5 Except for fraud and gross negligence of the Supplier, any compensation for any damage to the Buyer may not exceed the value of the individual component of the Product and/or the defective Product; in no case, shall the Supplier be liable for any loss of profit, for any other type economic damage (by way of example: machine downtime, loss of production, image damage, etc.), for indirect and consequent damages, or damages

resulting from or related to the use, conditions, possession, performance, maintenance, failure or late delivery of the Products, even if the Supplier has been informed or has become aware of such damages.

10. (cont. Warranty) Returns and Inspection

10.1 Under penalty of termination, the Buyer must report defects and damages covered by the Warranty within 8 (eight) days from the delivery of the Products, in case of obvious defects or damages, or, within 8 (eight) days from discovery, in the event of hidden defects or damages that cannot be detected by a person of average diligence in the manner contemplated herein. In this case, if warranted, the Supplier shall honour the Warranty by repairing or replacing at no cost those components that may be defective at the origin.

10.2 In order to verify whether the Warranty is applicable, the Buyer must provide details of the “Product” purchased, as well as any defects found, method of installation, and proof of purchase. The “Product” must be shipped to the Supplier at the Buyer's expense, together with proof of purchase, any accessories and the original packaging, or a suitable package that can ensure the same level of protection to the “Product”. Failure to return the “Product” intact or without all the applicable accessories may result in the forfeiture of the Warranty.

10.3 Replacements or repairs are generally made *ex-works*: costs and risks for the transportation of defective products are at the Buyer's expense. However, if the Supplier, in agreement with the Buyer, deems it more appropriate to carry out any work necessary for replacement or repair on the Buyer's premises, the Buyer shall bear any travel and accommodation expenses for the technical personnel provided by the Supplier, also providing any vehicles and support personnel that may be required to provide repair services in the fastest and safest manner.

10.4 In the event that, at the sole discretion of the Supplier, the Products do not have any flaw and/or defect attributable to the Supplier, the latter shall charge the Buyer any and all costs incurred to analyse the product and for any repairs/changes not resulting to flaw and/or defect attributable to the Supplier and covered by this Warranty.

10.5 The reporting of any defects in the Products, or the discovery of any actual defect, shall not exempt the Buyer from payments due at the agreed due dates; any payment delay implies, in any case, the immediate termination of the Warranty.

10.6 During the period of validity of the Warranty, the Supplier may provide spare parts through the exchange of components, with any replaced parts becoming the Supplier's property. Spare parts provided by the Supplier must be new or refurbished, and of comparable quality; they may also be components that contain similar features and functions.

10.7 In all cases, the Supplier's decision as to whether the Product is defective and/or covered by the Warranty shall be irrevocable.

11. Ownership and Termination

11.1 The Supplier shall retain ownership of the products supplied until full payment thereof has been received.

11.2 Unless a suitable guarantee is provided, the Supplier shall have the right to suspend the fulfilment of his obligations resulting from or terminate the Contract, should the Buyer's financial condition become compromised as to seriously jeopardize his ability to meet the Contract requirements.

12. Privacy Protection - Confidentiality - Intellectual Property Rights

12.1 Upon signing these GTS, the Parties give to each other the consent to the processing and communication of their respective data collected as result of and during the period of contract performance.

12.2 In any case, the Parties undertake to process personal data in full compliance with the relevant legislation in force.

12.3 The Parties undertake to keep all information, data and communication technical and commercial nature regarding Contracts and Offers, and commercial conditions strictly confidential, undertaking not to share them with third parties.

12.4 Any trademark, patent or other industrial property right relating to the Products covered by these GTS is the exclusive property of OL.MI. The sale of Products shall not imply, under any circumstance, the transfer, even if partial or temporary, of such rights.

12.5 The Buyer undertakes not to engage in any behaviour that may prejudice any of the aforementioned rights, and, in any case, to notify OL.MI of any action or fact by a third party that may prejudice such rights.

13. Applicable law - Jurisdiction

13.1 These GTS, as well as all Offers, Orders and Contracts entered into between the Buyer and OL.MI are governed by Italian law; however, the (Italian) laws regarding conflict of laws shall not apply. The application of the Vienna Convention on the international sale of goods is also excluded.

13.2 Any dispute relating to the interpretation, validity or execution of these GTS, as well as Offers, Orders and Contracts shall exclusively be under Italian jurisdiction, and, in particular, to the Court of Verona.

Date and place, _____
Buyer _____

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, where applicable, the Buyer declares to specifically approve the following clauses: 4, 6, 7, 8, 9, 10, 11 and 13.

Date and place, _____
Buyer _____