



GENERAL TERMS AND CONDITIONS OF SALE
Valid from 1 January 2024

GENERAL TERMS AND CONDITIONS OF SALE - TECNOSYSTEMI S.P.A. BENEFIT COMPANY

These general terms and conditions of sale are valid from 1 January 2024 and form an integral part of contracts concluded between Tecnosystemi S.p.A. Benefit Company and the Customers who purchase the goods produced and marketed by the former under its own brands. These terms and conditions may be updated by Tecnosystemi at any moment by notifying Customers through a suitable, written communication or by publishing updates directly on the website, www.tecnosystemi.com.

Legend

For the purposes of these general terms and conditions, the following terms shall have the meaning indicated:

Supplier: meaning the company, Tecnosystemi S.p.A. Benefit Company;

Customer: meaning the purchaser of the goods produced and marketed by Tecnosystemi;

Order: meaning the supply request sent by the Customer to Tecnosystemi;

Offer: meaning the supply proposal which Tecnosystemi sends to the Customer following a request made by the latter;

Order Confirmation: meaning the document sent by Tecnosystemi as confirmation of the Order.

Products: the goods produced by Tecnosystemi and which, therefore, are marketed by it under its own brands;

PREAMBLE

1. These general terms and conditions apply, together with any special terms and conditions, where stipulated, to every Offer, Order, Order Confirmation and, therefore, every sale, even if split, involving the Products. The terms and conditions are applicable even if not expressly referred to in the aforementioned documents.

2. In the event of a conflict between the provisions contained in these general terms and conditions and those contained in the special terms and conditions, the provisions contained in the special terms and conditions shall prevail.

3. These general terms and conditions also prevail over any general terms and conditions of purchase that the Customer may submit and/or every other clause submitted by the Customer. Therefore, any purchase terms and conditions issued by the Customer which conflict with or which diverge from these general terms and conditions, or indeed, any restrictions issued by the Customer, shall not apply unless, in that particular case, the Supplier has expressly accepted them in writing.

4. Should an individual provision contained in these general terms and conditions be deemed to be invalid, it shall not automatically affect the validity of the other provisions in the general terms and conditions or, indeed, in the special terms and conditions.

5. Any failure to promptly fulfil anything set forth in these general terms and conditions shall not imply a waiver by the Supplier of the rights deriving from these general terms and conditions being fully exercised.

6. These general terms and conditions of sale and the individual Orders are governed by Italian law.

1. PRICE LISTS AND CATALOGUES. IMPROVEMENTS AND CHANGES

1.1 The Supplier reserves the right to modify and/or to replace, at any moment and without notice, its price lists as well as the images, text and technical specifications published in its catalogues and on its website.

1.2 It should also be noted that the images, text and specifications published in the Supplier's catalogues are understood as being purely informative in nature.

1.3 The Supplier also reserves the right to make any improvements or changes to its Products, including aesthetic ones, that it may deem appropriate or necessary, without this giving the Customer the right to raise an objection or to cancel any Order in progress and/or to claim any compensation whatsoever and/or to request a reduction in the agreed price.

2. ORDER AND PRICE

2.1 The Order is considered completed and, therefore, the sale concluded, at the moment the Customer receives the written Order Confirmation from the Supplier, which shall include the terms and conditions agreed between the parties.

2.2 The Order shall only be accepted with regard to the minimum quantities and packages indicated in the catalogue and on the website.

2.3 The minimum amount of the sales invoice is € 500,00 (five hundred euro/00), excluding VAT.

2.4 The price of the individual Product is understood as being exclusive of VAT and will be the price indicated in the Supplier's price list in effect at the moment the Customer's Order is received.

2.5 The price refers to the unit of measurement indicated in the Order Confirmation, in the column, "unit price, and does not include any ancillary services or charges such as: packaging, transport costs or other additional services.

2.6 If a budget forecast is requested, it must be presented in advance to Tecnosystemi by the absolute deadline of 31 March 2024.

3. COMMERCIAL OFFERS

3.1 The Offer sent by the Supplier to the Customer is valid for 15 (fifteen) days, unless otherwise indicated in the Offer itself.

3.2 In the event that the Offer is accepted after this validity period has expired, the Supplier shall be free to provide the Customer with an Order Confirmation by updating the prices based on the price list in effect at the moment the

Customer's Order is received.

3.3 Should the Customer decide to accept the Offer, the Customer undertakes to specify the reference to the same when making its Order.

4. ORDER CANCELLATION AND CHANGES TO ORDERS

4.1 Requests to cancel an Order, or to change an Order, even if confirmed by the Supplier, must be formalised and justified exclusively in writing within 24 (twenty-four) hours following the date and time on which the Order was sent; otherwise, such requests shall not be accepted by the Supplier.

4.2 The Order and the Order Confirmation accepted by the Customer concerning oversized and/or customised items cannot be amended and cannot be cancelled, except following an express agreement with the Supplier; hence, in the event of a cancellation or amendment, the Supplier shall automatically charge the customer 100% (one hundred percent) of the material ordered.

5. TOLERANCE

5.1 For all Products accompanied by a technical data sheet, tolerance, to the extent of +/- 10% (ten percent) with regard to the characteristics specifically indicated on the sheet, shall be considered accepted.

6. TRANSPORT AND THE TRANSFER OF RISK

6.1 Products shall be delivered to the Customer at its facility. The transfer of risk is subordinated to the Incoterms.

6.2 Products travel under the terms and conditions agreed in the Order Confirmation. In the absence of any precise indications issued by the Customer, goods shall be shipped with the courier deemed most suitable by the Supplier.

6.3 In the event of a delivery delay which can be attributed to the Supplier for a period up to 30 (thirty) days, the Customer shall have no right whatsoever to refuse the supply or to seek the cancellation of the contract and/or compensation for any damage, whether direct or indirect. If the delivery delay exceeds the term of 30 (thirty) days, the Customer shall have the right to request, with a registered letter, or with a certified email, that the Order be cancelled and that any advance payments made be returned.

6.4 In the event of non-delivery by the courier due to the recipient being absent or otherwise unavailable, the latter is required to contact the courier at the number indicated on the delivery note within 24 (twenty-four) hours. Failure to do so may result in the transport costs being charged as per the table of transport charges in effect for "Porto Franco" [carriage paid] deliveries, in addition to any storage/holding fees regardless of the type of return.

6.5 As a rule, changes of destination are not permitted on supplies already assumed by the courier.

6.6 Any particular cases such as, for example:

- use of the tail lift and/or other special means;
 - requests for "mandatory delivery" or with "priority" service;
 - requests for "telephone notice" with increased costs, to the extent of € 5,00 (five euro);
- may be managed only when made in writing with the costs to be borne - quantified at the moment the Order is placed - exclusively by the Customer.

7. ORDER PROCESSING TIMES

7.1 The fulfilment date indicated in the Order Confirmation corresponds to the day on which the Products are ready for shipping / collection.

7.2 The fulfilment times are:

- within 5 (five) working days from the day on which the Order is received, except in different cases in which the fulfilment date will be communicated on the Order Confirmation;
- for "on request" products indicated in the catalogue and for "customised items", the fulfilment date will be communicated on the Order Confirmation;
- for Orders with advance payment, the processing time always starts from the date on which the bank transfer is credited to the Supplier's current account;
- for forecasts, the fulfilment date will be communicated on the Order Confirmation.

7.3 Products ordered but not collected by the Customer within the period indicated by the Supplier in the "goods ready for collection" notification shall be delivered automatically and invoiced with costs, the risk and hazard being borne exclusively by the Customer, unless expressly communicated by the Customer and with the Supplier's subsequent acceptance.

8. PAYMENTS

8.1 Payments are only valid if made in the manner and within the terms provided for in the Order Confirmation. Now exception whatsoever will be permitted with regard to the agreed conditions.

8.2 Failure to make a payment within the terms agreed will authorise the Supplier to automatically charge - without the need for any formal communication - legal default interest as provided for by Italian Legislative Decree no. 231 of 2002.

8.3 In the event of a late payment, the Supplier also has the right to immediately suspend every other supply in progress, even if dependent on other contracts with the same Customer, without the Customer being able to make any claim for subsequent damages. Every fee, charge and commission incurred by the Supplier as a result of outstanding payments and/or complaints shall be borne exclusively by the Customer.

8.4 No claim whatsoever relating to the Product and/or to the delivery of the same authorises the Customer to suspend payment.

9. RETENTION OF OWNERSHIP

9.1 The Supplier maintains ownership over the Products until payment of the related invoice has been received in full, pursuant to article 1523 *et seq.* of the Italian Civil Code. In the event of even partial default by the Customer, the Supplier may demand the immediate return of the Products, withholding, in any case, any instalments already paid by way of compensation, without prejudice to greater damages.

10. RETURNS DUE TO INCORRECT ORDER

10.1 The Supplier will not accept any returns as a result of an incorrect Order placed by the Customer, unless otherwise agreed.

10.2 The Customer, when making a return request, must indicate, in any case, the serial number of the Product where applicable.

10.3 Returns may only happen under the following conditions:

- the transport costs remain the Customer's sole responsibility;
- a charge will be made for management and administration expenses equal to 20% (twenty percent) calculated on the net value of the returned material;
- Products will only be accepted if returns are intact and packed using suitable material such as to prevent them from being damaged/rendered unusable;
- Products must be accompanied by the relative Transport Document (delivery note) with reason "return", specifying all the references relating to the purchase (number and date of invoice).

10.4 Returns will not be accepted beyond one calendar year.

11. COMPLAINTS. NON-COMPLIANCE

11.1 Products are to be examined upon delivery by checking the integrity of the packaging, their quantity and their quality. Any dispute must be raised with the courier by signing the Transport Document (delivery note) with a "subject to check" or "with reservations" or similar annotation. Failure to follow this procedure will mean the complaint cannot be accepted.

11.2 Complaints and non-compliance resulting from checks on the Products delivered must be made within 8 (eight) days from the date on which the same are received. Failure to follow this procedure will mean the complaint cannot be accepted.

11.3 The automated detection of pallet dimensions, weights and package count guarantees precise control over each individual shipment: any non-compliance in quantity and/or volume and/or package count will, therefore, be accepted with reservations.

12. WARRANTY

12.1 This warranty applies exclusively to the Customer (legal person) and not to the end consumer (natural person) to whom the Customer has supplied the Product.

12.2 The warranty is valid for 2 (two) years starting from the delivery date indicated on the Transport Document (delivery note).

12.3 The warranty covers manufacturing defects and material defects regarding Products. The warranty shall not, therefore, cover any defects attributable to, for example:

- unsuitable transport;
- negligent or improper use of an individual Product and, therefore, use which does not conform to that specified in the instructions and/or in the installation, use or maintenance manuals, where applicable;
- failure to comply with the Product's technical specifications;
- repairs or modifications made by the Customer, or by a third party, without the Supplier's prior, written authorisation;
- anomalies caused by and/or connected to parts assembled/added directly by the Customer;
- lack of or inappropriate maintenance;
- anything else not attributable to original defects in the material or manufacture.

12.4 For the Products covered by the warranty, the Supplier shall replace or repair the Product, or the parts of it found to be faulty or defective, subject to a discretionary assessment of the alleged fault of defect.

12.5 The Product which is the object of a dispute must always be made available to the Supplier's personnel or its appointed parties for verification; furthermore, the Product may be returned in the manner and within the terms indicated by the Supplier in its authorisation to return the Product due to fault or defect.

12.6 The obligations assumed by the Supplier under point 12.3, above, (to repair or return Products in the cases and under the conditions established herein) override and replace the warranties and liabilities provided for by law. It is, therefore, agreed, that, except in the case of wilful misconduct or grave negligence on the part of the Supplier, any other liability it may have (whether contractual or extra-contractual), however arising from the Products supplied and/or their resale (for example, compensation for damages, loss of earnings, etc.), is expressly excluded. In any case, the Supplier's liability towards the Customer cannot exceed the value of the purchase price of the Product which gave rise to the Supplier's liability.

12.7 No dispute regarding an individual delivery shall release the Customer from its obligation to collect the remaining quantities of Products envisaged by the specific Order, or by other, separate Orders from the one in question.

13. PACKAGING

13.1 Packaging is suitable to ensure the integrity of the articles during their transport. The acceptance of the packages by the party who is responsible for transporting them is valid as confirmation of the integrity of the same packages.

14. FORCE MAJEURE

14.1 The Supplier and/or the Customer cannot be held liable for any non-fulfilment, even partial, of one or more of their obligations if it is clear, or if they can prove, that the non-fulfilment is due to an impediment which does not fall within their control; that they could not, reasonably, have been expected to foresee, at the moment the Order was concluded, the presence of such an impediment and its effects on their ability to carry out their obligations; and that they could not, reasonably, have avoided or overcome such an impediment or its effects.

14.2 Whoever invokes the exemption from liability is required to inform the counterparty, as soon as possible, and immediately after becoming aware of the impediment and its effects on their ability to carry out their obligations, the existence of the impediment, as well as its effects on their ability to meet their commitments. A similar communication must be sent as soon as the cause of the exemption from liability ceases to be relevant. Whoever fails to make either of these communications shall be liable for the damages which could have, otherwise, been avoided.

15. TRANSFERS

15.1 These general terms and conditions of sale govern the transfer of goods by way of discount, rebate, bonus or gift.

16. EXPRESS TERMINATION CLAUSE

16.1 Pursuant to and for the effects of article 1456 of the Italian Civil Code, the Supplier has the right to terminate the individual sale of an item at any time by means of a written communication sent to the Customer in the event that the Customer fails to fulfil any of its obligations provided for by articles 2 (Order and Price) and 8 (Payments).

17. CHANGES IN THE CUSTOMER'S FINANCIAL SITUATION

17.1 Pursuant to and for the effects of article 1461 of the Italian Civil Code, should the Customer fail to comply, even in part, with one or more of the general terms and conditions established for the supply, as well as in the event of established difficulties in making payments, or should the Customer's guarantees of solvency be lacking or diminish, or, more in general, its economic ability, the Supplier shall have the right to suspend or cancel any Orders in progress, or to subject the delivery of Products to the Customer providing suitable payment guarantees.

18. PROCESSING PERSONAL DATA

18.1 In executing the contractual relationship, the personal data and contact data (personal details, company emails, company telephones, smartphones used for work purposes, etc.) of directors, employees and collaborators who, on the basis of their assigned duties and tasks, manage the contractual relationship and/or are required to implement it, may be mutually communicated or, in any case, may be made available to the respective contact persons. Hence, the Supplier and the Customer shall process this personal data to the extent strictly necessary in order to execute every aspect of the contractual relationship. Personal data will be stored until each party's reciprocal performance has been fulfilled and subsequently on the basis of the prescriptive terms provided for by acts and documents to which the entrepreneur is subject. An individual employee or collaborator may exercise any of the rights listed under articles 15 to 21 of EU Regulation 2016/679, without prejudice, however, to the limits deriving from the Employer's legitimate interest.

19. TECNOSYSTEMI INTERNET DOMAINS

19.1 The purchaser (and any third parties related to him) shall not use, buy or rent none of Tecnosystemi internet domains name such as Tecnosystemi and all its catalogue names and products name.

19.2 The purchaser (and any third parties related to him) shall not use, buy or rent none of Tecnosystemi internet emails name that might contain the word Tecnosystemi and all its catalogue names and products name.

19.3 The two above points are valid also for all names that might seem similar to Tecnosystemi and all its catalogue names and products name.

20. INTELLECTUAL PROPERTY

20.1 All printed matter and every other document (price lists, catalogues and other similar documents, including on electronic and digital devices) relating to the Products are the Supplier's exclusive property. Their reproduction, even if partial and in writing, unless previously authorised by the Supplier, is strictly prohibited.

20.2 The Supplier cautions against any unauthorised use of its trademark and/or any other trademarks shown on or connected to the Products supplied/sold, and/or any names or distinctive marks, as well as the models and designs relating to the Supplier's Products. Specifically, the Customer is prohibited from reproducing, totally and/or partially, the models relating to the Products purchased or viewed. It is also prohibited to communicate any news of information which might allow any of the models themselves to be reproduced.

21. EXCLUSIVE JURISDICTION

21.1 Any dispute arising from the execution or interpretation of the contractual relationship shall be submitted to the exclusive jurisdiction of the Court of Treviso, Italy.

Pursuant to and for the effects of articles 1341 and 1342 of the Italian Civil Code, the Customer specifically approves the following clauses: 1.1 (changes to price lists and catalogues); 1.3 (improvements and changes to Products); 6.3 (Order termination as a result of a delivery delay); 6.4 (charges for non-delivery); 7.3 (Products not collected by the Customer); 8.3 (Order suspension for late payment); 8.4 (prohibition on suspending payments due to defects in Products); 9. (retention of ownership); 11.2 (complaints and non-compliance); 12.3 (exclusions to the warranty); 12.6 (limitation of the Supplier's liability); 12.7 (obligation to collect Products in the case of a dispute regarding an individual delivery); 14. (force majeure); 16. (express termination clause); 17. (changes in the Customer's financial situation); 19 (intellectual property); 20 (exclusive jurisdiction).