

GENERAL SALES TERMS AND CONDITIONS**1. SCOPE OF APPLICATION**

- 1.1. All sales and deliveries of products ("**Products**") by GRUPPO PIAZZETTA S.p.A. ("**Seller**") shall be deemed to be made subject to these General Sales Terms and Conditions ("**Conditions**") and any contract ("**Contract**") entered into pursuant to Article 2 shall entail their full acceptance by the purchaser ("**Purchaser**").
- 1.2. Any derogation from the Conditions shall be valid only if expressly approved in writing by Seller. Unless otherwise agreed in writing, these Conditions shall always prevail over Purchaser's general conditions of purchase, regardless of when they are sent to Purchaser and/or when Seller receives the general conditions of purchase. They shall also prevail over any prior agreement between the parties, in whatever form, which shall be deemed conclusively terminated.

2. ORDERS AND ORDER CONFIRMATIONS

- 2.1. Contracts between Seller and Purchaser are concluded in the following manner: the Seller, upon receipt of a request for Products from the Purchaser ("**Order**"), sends its offer ("**Order Confirmation**"). The contract ("**Contract**") is concluded upon receipt of the Order Confirmation by the Customer.
- 2.2. Orders by Purchaser shall become binding on Seller only if accepted by issuance of the appropriate Order Confirmation.
- 2.3. Purchaser's Order may be revoked by Purchaser until Seller issues Order Confirmation.

3. PRICE AND PAYMENTS

- 3.1. Unless otherwise agreed in writing, sales prices do not include transportation costs and are exclusive of taxes and duties.
- 3.2. Seller reserves the right to request a revision of the price if increases in production costs (with regard to raw materials, labour, and other cost items) in excess of 5% occur during the period between the date of Order Confirmation and the date of invoicing.
- 3.3. Payments shall be made to Seller's domicile in the manner and within the terms set forth in the Order Confirmation and may be collected by Seller's agents only if expressly authorized in writing.
- 3.4. Any issuance of bills of exchange or other instruments of credit, if accepted by Seller, shall

always be understood to be subject to collection.

- 3.5. Until full payment of the price, the Products shall remain the property of Seller, who may at any time claim their return.
- 3.6. In the event of non-payment, even partial, on the agreed due dates, for the sole effect of non-payment and therefore without the need for formal notification:
 - a) Late payment interest shall accrue in favour of Seller, from the due date for payment and until actual settlement, at the rate set forth in Article 2 point 6) of EU Directive 2011/7 EU dated 16.2.2011 on combating late payment in commercial transactions, or at the rate set forth in any implementing and transposing legislation that may be applicable in the future.
 - b) Seller may immediately discontinue any further supply even if related to other Contracts;
 - c) Purchaser shall be deemed to have forfeited the benefit of the term, with the consequent right for the Seller to immediately demand payment of the entire claim against it for all supplies made and not yet paid for.

4. DELIVERY AND DELIVERY TERMS.

- 4.1. Delivery terms, estimated at 30 working days from the date of Order Confirmation, are approximate in favour of Seller and are never essential.
- 4.2. Unless otherwise agreed in writing, deliveries shall be deemed Ex Works Seller's warehouse ("Ex Works" - Incoterms® 2020).
- 4.3. Purchaser acknowledges that any delay in the delivery of the Products with respect to the date specified in the Order Confirmation shall never give rise to compensable damages or termination of the Contract.
- 4.4. In any case, the delivery is subject to the punctual execution of the payments agreed and already due, even in relation to previous Orders.
- 4.5. Seller reserves the right to accept the request for delivery of partial Orders.

5. RETURNS AND COMPLAINTS

- 5.1. Any product returns must be authorised in writing by Seller; only if the Products are in perfect condition and unused will 70% of the net price paid by Purchaser be refunded.
- 5.2. Immediately following the delivery of the Products, the Purchaser is required to check the correspondence of the delivered Products with

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those ordered and to verify that they meet the agreed characteristics.

- 5.3. Purchaser is required to make any complaint or report any defects by communication ("**Complaint**") by e-mail to info@gruppopiazzetta.com, with attached proof of the non-conformities and a copy of the delivery document of the Products, no later than 8 working days, under penalty of forfeiture, from the receipt of the Products (in case of apparent defect) or from the discovery of the defect (in case of hidden defect).
- 5.4. The notification of the defect must be accompanied by the simultaneous making available of the defective Products, with an indication of where they can be viewed; failure to make the Products available or a Complaint made in a manner that does not comply with the above will cause Purchaser to forfeit the Warranty.
- 5.5. In the event of a Complaint, Seller shall only be obliged to replace within a reasonable period of time those components found to be actually defective and/or lacking the contractual quality, or, at Seller's option, to grant a discount or replace the Product if the defect cannot be remedied. The refundability of the costs of transformation, disassembly and disposal of the Products, as well as the refundability of labour costs and indirect damages, loss of profit, and any additional item of damage is expressly excluded.

6. WARRANTY AND LIABILITY

- 6.1. Seller warrants only that the Products conform to the provisions of (i) the Order Confirmation and (ii) the Product Technical Specifications, to the exclusion of any implied warranties as to quality, functionality or additional features, including merchantability outside the Italian territory, where not expressly mentioned ("**Warranty**").
- 6.2. The Warranty is provided solely on the condition that the Products are installed, used and stored in accordance with Seller's instructions, recommendations and Technical Data Sheets and are regularly maintained by Seller or its Authorized Technicians.
- 6.3. The Warranty does not cover defects or damage related to installation, maintenance or service activities performed by Purchaser or any third party.
- 6.4. The Warranty covers only replacement parts for Product defective components or malfunctions; it does not include components subject to

normal wear and tear and consumables such as seals, gaskets, glass parts, etc.

- 6.5. Unless otherwise agreed in writing, the Warranty shall be valid for the duration of 12 months from delivery of the Product to the Purchaser.
- 6.6. Seller reserves the right to provide end Customer with a specific manufacturer's warranty, conventional and additional to the legal warranty, with the content and for the period that Seller shall consider appropriate.
- 6.7. Seller shall be liable to Purchaser only within the limits of the Warranty, with the express exclusion of any liability for direct or indirect damage to persons or property resulting from the transport, installation, maintenance or use of the products supplied, or from their failure or defect, except where the exclusion or limitation of liability is not permitted by law.
- 6.8. In any event, Seller's liability shall be limited to the value of the sale price contained in the Contract.

7. SECRECY AND TRADEMARKS

- 7.1. Purchaser acknowledges that all trademarks and all intellectual property rights relating to the Products, including but not limited to: patents for inventions, designs or models, utility models, trademarks of which Seller is the owner or licensee, know-how, technical specifications and trade secrets, data and information in any way registered or relating to such rights (collectively "IPRs") are the total and exclusive property of Seller and that their communication or use in the context of the sale or service of a Product does not give rise to any right or claim in respect of them on the part of Purchaser, even after the termination of any business relationship between the Parties.
- 7.2. Purchaser agrees not to engage in any activities inconsistent with Seller's ownership of the IPR, including but not limited to unauthorized alterations and modifications of the Products.
- 7.3. Purchaser will refrain from using and registering trademarks similar to and/or confusable with IPR; and will use Seller's IPR only in accordance with Seller's instructions for the purposes set forth in these Conditions.
- 7.4. Seller's trademarks may also be used directly by Purchaser for advertising purposes, but, in any event, only with Seller's prior written permission
- 7.5. Subject to specific written agreement, the Purchaser may use certain of the Seller's IPRs exclusively in accordance with the Regulations for the Use of Trademarks and Domain Names

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owned by Gruppo Piazzetta S.p.A., in order to promote the Products and their resale, including through the organization of exhibitions and displays. The use of the Products or IPRs of Gruppo Piazzetta S.p.A. for promotional purposes and for display is at the care and expense of the Purchaser, who agrees to hold the Seller harmless from any damage to the Products, property or persons, as well as from any third party claims.

8. PROHIBITION OF RESALE TO SANCTIONED PARTIES

- 8.1. Purchaser shall not, directly or indirectly, resell, distribute, transfer or otherwise dispose of the Products or any of their components or spare parts to any entity affected by international sanctions or operating in a country blacklisted by competent international authorities.
- 8.2. Purchaser agrees to exercise reasonable control to ensure that any prospective purchaser or recipient of the Products or components or spare parts is not subject to international sanctions or is not located in a blacklisted country. Purchaser will take all necessary steps to verify the compliance status of prospective purchasers or recipients before engaging in any resale activity and will promptly notify Seller in the event of suspicious orders.

9. WAIVER OF TERMINATION INDEMNITY

- 9.1 In the case of repeat orders over time, Purchaser hereby expressly waives, as of now, any right or claim of a compensatory, indemnification or compensatory nature, for any reason whatsoever, including goodwill, arising out of the termination, for any cause whatsoever, of the relationship of purchase or supply of the Products.

10. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 10.1 Italian law shall govern the Conditions and any Contract, agreement or dispute arising out of or

in connection with them. The Court of Treviso (Italy) shall be the sole place of jurisdiction for any dispute between the Parties concerning the stipulation of the Conditions, the Contract, its clauses, their interpretation, execution or termination, and any contract, agreement or dispute arising from or related thereto, with the express exclusion of any other potentially competent court.

- 10.2 Seller alone shall also have the right to sue in the court of the place where Purchaser is located or where the Products were or should have been delivered.

11. PROCESSING AND PROTECTION OF PERSONAL DATA

- 11.1 Pursuant to and in accordance with Article 13 of EU Regulation no. 679/ 2016 ("General Data Protection Regulation - GDPR"), Seller and Purchaser declare that they have mutually informed each other about: the identity and contact details of the Data Controller; the legal basis, purposes and methods of processing of their respective data; communication and dissemination of personal data to third parties; the period of data retention; mandatory or optional nature of providing data and consequences of any refusal to answer or disclose them; the rights of the Data Subject and in particular the right to object to the processing of data concerning them and/or to obtain the cancellation, transformation, updating, rectification and integration of the same. By signing the Conditions, the parties mutually express their consent, where necessary pursuant to Article 7 of EU Regulation No. 679/ 2016, to the processing of their data in the aforementioned terms and limits. The Purchaser also acknowledges having fully read the aforementioned information notice at <https://www.gruppopiazzetta.com/it-IT/condizioni-general-di-vendita>

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For acceptance of the Conditions:

DATE _____

SIGNATURE and STAMP _____

Pursuant to and in accordance with Article 1341, 2nd paragraph of the Civil Code, the following clauses are specifically approved:

3.2 (Price revision); 3.6 (Non-payment and forfeiture of the benefit of the term); 4.1, 4.3 (Delay in delivery); 5.1 (Partial price refund in case of authorized return); 5.3 (Complaints and forfeiture of warranty); 6.7, 6.8 (Limitation of liability); 9.1 (Waiver of termination indemnity); 10 (Applicable law and exclusive jurisdiction).

THE PURCHASER

Place and date: _____