

## SALES AND SUPPLY TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 In the following Sales and Supply Terms and Conditions, Stefani S.p.A. is referred to as the "Seller", whereas the person, the association, or the company purchasing goods from the Seller, whether they be series products or special ones, is referred to as the "Buyer".
- 1.2 Unless otherwise stated in writing by the Seller and by the Buyer, these Sales and Supply Terms apply to the supply of goods from the Seller, and are subject to explicit derogations agreed upon in specific cases and included in the Seller's order confirmation. Any purchase terms required by the Buyer shall be deemed binding only if explicitly agreed upon in writing by the Seller and by the Buyer.
- 1.3 These Sales and Supply Terms shall be effective until they are explicitly withdrawn by the Seller or replaced by new terms, which shall be effective from the time they are signed.

### 2. ORDERS

The orders, including those negotiated or proposed, which are received by the Seller, shall be deemed final only if explicitly accepted by the Seller through order confirmation and confirmed by the Buyer as well, if the Supplier has made changes to the order received. In case of catalog units, the drawings will not be submitted to customers for approval. The catalog units with accessories may differ in weight and size. It is up to the customer to request the drawing at order.

### 3. PAYMENT TERMS

- 3.1 Unless otherwise agreed upon in writing, the Seller shall issue the invoice following the delivery of the goods. The payment of the whole amount due and specified in the invoice shall be made by crediting the current account specified by the Seller and in accordance with the terms and the deadline specified in the order confirmation. All costs related to that payment (including, but not limited to the bank fees) are borne by the Buyer. Payments shall be made exclusively to the Seller under the terms agreed upon or referred to in the order confirmation.
- 3.2 If the Buyer, even only in part, does not comply with terms agreed upon as well as in case of any difficulty in paying, or if any solvency guarantees or the Buyer's financial liability should lack or diminish, the Seller is entitled to suspend or cancel the pending order, or to condition the delivery of products to appropriate payment guarantees. If the guarantee has already been paid, but it is deemed insufficient in consideration of unpredictable circumstances, the Seller is entitled to require an additional guarantee. If the initial and the additional guarantees are not provided within the time limits specified by the Seller, the Seller is entitled to terminate the contract. If the contract is not terminated, but a change in the Buyer's condition

has caused a delay in the Seller's supply, the Seller is entitled to supply the goods as soon as possible.

- 3.3 It is understood that any claims or complaints do not entitle the Customer to suspend or delay the payments of the products being complained, or other supplies. In general, no action may be taken and no exception may be raised until the products being complained or subject to exception is paid.
- 3.4 All payments at the Buyer's charge shall be made by deadline and any possible counterproposals shall not entitle the Buyer to detain the sums due.
- 3.5 If payments are not made by the deadline, the interest rate, which is specified on the invoice issued by the Seller, shall be at the Buyer's charge. If the interest rate is not specified, it shall be calculated in accordance with the provisions laid down in the Legislative Decree n. 231/2002. The interests shall be paid on receipt of the Seller's invoice.
- 3.6 Pursuant to Art. 1456 of the Italian Civil Code, Stefani S.p.A. is entitled to terminate any contract should the Customer fail to pay.

### 4. RETENTION OF TITLE

- 4.1. The ownership of the goods shall not pass to the Buyer until they are fully paid for. The Buyer shall not be the owner of the goods purchased and shall not be entitled to claim any right of retention until the price is fully paid for.
- 4.2. The full price shall not be deemed paid for until checks, bills of exchange and other means of payment, which are provided by the Buyer, are proved successful and until the amount due by the Buyer is fully paid for.
- 4.3. If the Buyer does not comply with the payment terms, the Seller may exercise the right to immediately withdraw all the goods related to the supply, which the Buyer does not own yet. By signing this sales contract, the Buyer allows, in any case, the Seller to access the place where the goods are in order to take them or the documents, and to cooperate for the collection of the goods not paid for.

### 5. CANCELLATIONS, MODIFICATIONS

Any order cancellation or modification shall not cause penalties if it is notified **within 5 days of receipt of order confirmation**. After that time limit, a cancellation or a modification will be **charged for the full amount of the order**, as the contract enters into effect.

for a period of **24 (twenty-four)** months from delivery date. Those parts, which are not produced by Stefani SpA, such as motors, heaters, electrical parts, are subject to a warranty period of 12 months from delivery date as set forth by the Italian Civil Code.

## 6. DELIVERY

- 6.1. The interpretation of the delivery terms and the other terms of this contract used by the Parties is referred to in the Incoterms of the International Chamber of Commerce in Paris and in force at the time when every single agreement for the supply of the products is concluded.
- 6.2. Unless otherwise specified in the order confirmation, delivery is to be understood "Ex Works".
- 6.3. Delivery dates specified by the Seller are an estimate. The delivery week depends on and starts from the date on which the Buyer has confirmed the order and all technical details necessary for the final approval of the project and for processing the order.
- 6.4. The Seller shall have no liability for the compensation of any damage arising from the delay in delivering the goods. The Buyer is not entitled to refuse the goods being delivered, even if they are delivered after the time limits agreed upon.
- 6.5. For orders with a batch ranging from 1 to 5 pieces (spare parts not included) Stefani S.p.A. reserves the right to change the delivery dates depending on the production needs, within  $\pm 2$  weeks of the confirmed delivery date.
- 6.6. The costs of storage of the goods ready for delivery shall be debited to the Buyer if the goods are not collected by the Customer within 5 days. The Buyer shall be informed about the costs of storage from time to time when the storage occurs. Such costs may vary depending on the type of product and on the necessary storage methods. It should be noted that, if this is the case, the goods shall be deemed delivered from the fifth day of storage. Consequently, the risk of destruction and deterioration of the goods and of the packaging shall be with the Customer.
- 6.7. If a sale with transport by carrier is agreed upon, regardless the person who instructs the carrier, the risks shall pass to the Buyer when the goods are delivered to the first carrier: any claims for breakage, deterioration, tampering or omission shall be notified to the carrier within the time limits set forth in the laws in force, providing relevant information to the Seller.

## 7. WARRANTY

- 7.1 The products are warranted by the Buyer against designing defects, defects in materials and in processing,

- 7.2 The purchased products shall be checked upon their arrival for the compliance with the order. Any discrepancies regarding the quantity, the type of product supplied as well as any claims regarding the appearance of the product shall always be notified in writing by Certified Electronic Mail, within 8 (eight) days of their receipt, by using the form mentioned in Section 7.4. The products being claimed shall always be made available to the Seller's appointees so that they can be checked. After that deadline, the products shall be deemed, for all purposes, accepted; additionally, the use or installation of apparently defected products rules out any disputes and complaints regarding the defects.
- 7.3 The defects or faults, which cannot be diligently detected, shall be notified in writing to the Seller, by Certified Electronic Mail, under penalty of expiry, within 8 (eight) days of their discovery, and in any case, not beyond the above-mentioned warranty deadline, by using the form mentioned in Section 7.4; the products being claimed shall always be made available to the Seller's appointees so that they can be checked.
- 7.4 The notification of faults mentioned in the previous sections shall be made exclusively by filling in and sending the "Fault Report Form" ST079 ("Modulo denuncia vizi" ST079), which is available in our sales department. The form must be completely filled in and sent to the addresses mentioned therein. The mere notification of fault is not relevant until it is received by the Seller, as it does not entitle the Buyer to delay payments or return the product or any parts of it subject to notification. In any case, if it is necessary to check the faults notified by viewing the product, the shipping costs shall be borne by the Buyer and shall be refunded only after the fault notified in the Fault Report Form has been detected.
- 7.5 The complaints shall not entail the cancellation of the individual order but, at the Seller's discretion, the free repair or replacement of the defected products, unless it is decided otherwise on the ground that it is objectively impossible to take such aforementioned remedial actions. Except in the case of malice or gross negligence, the aforementioned provisions rule out any other liability of the Seller arising from the supplied or resold products. In particular, no refund or compensation for direct or indirect damage of any nature arising from failure to use or limited use of the products shall be claimed.
- 7.6 The Seller shall not be deemed liable in the following cases: negligence, tampering (adding or removing components; works carried out by unauthorised personnel), negligence in installation or installations carried out in environments not in compliance with the Seller's specifications, improper use of products, their negligent preservation, corrosion, damages due to incompatibility of materials in the installation environment, force majeure. The Seller shall not be held liable for any damage, which might be directly or indirectly

caused to persons or property as a result of all the provisions specified in the documents accompanying the products, in particular, the documents regarding the installation, use and maintenance.

7.7 Any complaints regarding an individual delivery shall not discharge the Buyer from collecting the remaining goods specified in the relevant order, or other orders different from the one at issue.

7.7. If the warranty applies, Stefani S.p.A. shall not be liable for any consequential and/or indirect damage or any damage arising from a loss of profit. In any case, the amounts arising from the liability of Stefani S.p.A. cannot exceed the price of the individual faulty product.

7.8. The warranty shall not apply in the event of failure to pay or delay in payment of the price.

7.9. Stefani S.p.A. shall be exclusively liable for the compliance of its own product with the terms of the offer accepted by the Customer.

## 8. RETURNS OF GOODS

The Seller shall not accept any returns of goods unless previously agreed upon in writing. The returns shall be intact (not dismantled), packed (in their original packaging, if possible) and complete with the goods return note, and the Buyer shall bear any costs and shall take any risks.

The "Fault Report Form" ST079 ("Modulo denuncia vizi" ST079) mentioned in Art. 7.4 shall be added to the returns.

## 9. FORCE MAJEURE

9.1 The Seller and/or the Buyer shall not be held liable for the non-fulfilment or for the partial fulfilment of one of their obligations if it is clear or if they prove that: the non-fulfilment is due to circumstances beyond their control; they could not be reasonably required to foresee such an obstacle and its effects on the ability to fulfil their obligations at the time of the conclusion of the contract; they could not have reasonably prevented or overcome such an obstacle or its effect.

9.2 Whoever invokes the exemption from liability shall be required to notify the counterparty as soon as possible, and immediately after having been made aware of the obstacle and its effects on the ability to fulfil their obligations. A similar notification shall be made as soon as the cause of exemption from liability ceases. Whoever omits either one of the notifications shall be held liable for any damage that could have been otherwise prevented.

9.3 The causes of force majeure include, but they are not limited to: wars, hostilities, sanctions and measures taken by national or international authorities, local or national strikes, blocks, communication obstacles, production problems, difficulties in obtaining the raw materials, energy shortage, fires, pandemics and related government restrictions.

9.4 In any case, if the causes of exemption last longer than 1 month, each Party is entitled to terminate the contract in writing to the counterparty. No Party shall be subject

to any burdens or shall be entitled to any additional rights.

## 10. INTELLECTUAL PROPERTY RIGHTS

Any printouts and other documents (price lists, catalogues or other documents, including those on electronic and digital medium) regarding the products shall be Supplier's exclusive property. The whole or partial duplication is forbidden, unless it is previously authorised by the Supplier. The Supplier shall forbid the unauthorised use of its own trademark, and/or other trademarks on the products or in connection with the supplied/sold products, and/or names and distinguishing marks as well as models and designs of its own products. In particular, it is forbidden to totally or partially duplicate the models of the purchased or viewed products. It is also forbidden to disclosure news and information which may cause the models to be duplicated.

## 11. APPROVAL OF THE SALES TERMS

Stefani S.p.A. shall not be bound by any purchase terms established by the Buyer. In particular, Stefani S.p.A. shall not be bound by any clauses providing for penalties, notwithstanding whether the Buyer makes explicit reference to or includes its own Purchase Terms in any documents regarding the contract or in the exchange of business mail.

## 12. JURISDICTION AND APPLICABLE LAW

This contract shall be subject to the Italian law.

Any dispute arising from these Sales Terms and regarding the conclusion, the fulfilment or the termination of this contract, or any damage caused by the products of by their use shall be governed by the Italian law and the Court of Vicenza shall have exclusive jurisdiction.

Place \_\_\_\_\_ Date, \_\_\_\_\_

The Seller  
p. Stefani S.p.A.

The Buyer

Pursuant and subsequent to Art. 1341 and Art. 1342 of the Italian Civil Code the following clauses are explicitly approved:

3.2, 3.3., 3.6 Payment Terms; Art. 4. Retention of Title, Art. 6. Delivery; 7. Guarantee; 11) Jurisdiction and Applicable Law.

Date, \_\_\_\_\_

The Buyer