

## GENERAL TERMS AND CONDITIONS OF SALE – WAICO S.R.L.

### **Art. 1 – Validity and Effectiveness of the General Terms and Conditions**

These general terms and conditions of sale (“General Terms and Conditions of Sale”) govern all current and future sales contracts between WAICO S.R.L., with its registered office in Isola Vicentina (VI), postcode 36033, Via Scotte no. 1, Tax Code, VAT No. and Vicenza Companies Register No. 04374140244, share capital € 221,756.00 fully paid up (“WAICO”) and the customer (“Customer”). Even in the event of derogations agreed in writing, these General Terms and Conditions shall continue to apply to those parts not expressly derogated from. Any general terms and conditions adopted by the Customer shall not apply to the relationship between the parties unless expressly accepted in writing by WAICO and shall, in any event, not affect the validity of these General Terms and Conditions, with which they must be consistent, it being understood that, in the event of any conflict, the provisions of these General Terms and Conditions shall prevail.

### **Art. 2 – Conclusion of the contract**

The sales contract is concluded at the moment the Customer who has placed the purchase order is notified of WAICO’s acceptance. This acceptance will specify the email addresses of WAICO staff responsible for handling the order, to whom all subsequent communications must be addressed. These General Terms and Conditions of Sale are deemed to have been read and accepted by the Customer upon submission of the order and shall form an integral part of the contract concluded between the parties.

### **Art. 3 – Dispatch of goods**

Unless otherwise specifically agreed, delivery of the products ordered (“Products”) shall be made on a Free Carrier (FCA) basis at the premises specified by WAICO.

### **Art. 4 – Delivery times**

Delivery times are indicative and not binding on WAICO. WAICO reserves the right to amend delivery times, and any delays shall not give rise to termination of the contract, whether in whole or in part, nor to claims for damages or compensation. In any event, all causes that may delay production shall be deemed valid grounds for delay, such as, for example, work stoppages, delays attributable to suppliers and subcontractors, suspension of transport, energy shortages, industrial action and similar circumstances.

### **Art. 5 – Terms and conditions of payment**

Payments must be made in accordance with the methods and within the time limits specified by WAICO. Payments may not be delayed, offset, deferred and/or suspended for any reason whatsoever, and the Customer waives the right to invoke the provisions of Article 1460 of the Italian Civil Code. In the event of non-payment, for whatever reason, WAICO may suspend the dispatch of the Products.

Failure to pay, even in part, beyond the agreed due date shall result in interest accruing immediately at the rate set out in Legislative Decree No. 231 of 9 October 2002, in addition to the charging of any bank charges and commissions.

### **Art. 6 – Complaints, disputes and time limits for reporting**

The Customer is obliged to inspect the Products immediately upon receipt. Eight (8) days after delivery, the Products shall be deemed to have been fully accepted. Any complaints regarding the quantity and type of Products must be sent to WAICO in writing within eight (8) days of the date of delivery to the Customer, failing which the right to complain shall lapse. Any complaints must be communicated in writing to WAICO at all the email addresses

indicated in the order confirmation and must be adequately documented. WAICO may, in any case, inspect the Products subject to the complaint, either directly or through authorized representatives.

### **Art. 7 – Warranty and related limitations**

The warranty covering the Products, in respect of manufacturing defects or failure to comply with the agreed specifications, consists, at WAICO’s discretion, of the free repair or replacement of any Products found to be defective. The warranty is subject to a complaint – properly documented and sent to all email addresses indicated in the order confirmation – which must be made in writing, failing which the warranty shall lapse: (i) within 8 (eight) days of delivery of the Products to the end customer in the case of apparent defects; or (ii) within 8 (eight) days of discovery of the defect in the case of hidden defects in the Products. In any case, the warranty shall not exceed 12 (twelve) months from the date of delivery of the Products to the end customer – for which the date indicated on the transport document shall be deemed valid – with a maximum of 24 (twenty-four) months from the date of delivery of the Products to the Customer. The warranty shall lapse 24 (twenty-four) months after the date of delivery to the Customer, even if delivery to the end customer has not yet taken place. The handling of complaints, warranty claims and after-sales assistance shall be carried out directly by the Customer vis-à-vis its end customers and the relevant distribution chain. It is therefore understood that the warranty against defects of the Products is granted in favor of the Customer, who shall remain WAICO’s sole point of contact.

Without prejudice to the warranty obligations set out above, in the event that the Products are resold by the Customer to third parties, the parties expressly agree that the Customer shall not be entitled to make any claim for compensation, recourse or indemnity against WAICO, even if the end purchaser has exercised their rights under the regulations applicable to their respective contractual relationships. Any requests, complaints or claims arising from the exercise of such rights by the third-party purchaser shall be handled directly by the Customer or its reseller(s), and WAICO shall not be held liable in any way for obligations or liabilities arising from the subsequent distribution chain.

The warranty shall not apply in the event of modifications, tampering with the Products, incorrect use and/or installation, or defects arising from improper storage. All tools are excluded from the warranty, including, by way of example only: whisks, hooks, spatulas, spirals, scrapers, etc. WAICO shall not be liable for any delays in replacements or repairs under warranty, nor shall it be obliged to compensate for damages as referred to in Article 1494 of the Italian Civil Code. WAICO is in any case exempt from all liability regarding consequential or indirect damages, including, by way of example, loss of turnover, profits and/or interest.

### **Art. 8 – Limitations of Liability**

The Products must be used in accordance with their technical specifications. WAICO expressly excludes any liability for damage resulting from failure to maintain, misuse or tampering with the Products, as well as for damage resulting from external factors or force majeure.

WAICO expressly excludes any liability for pecuniary and non-pecuniary damage, direct and/or indirect damage attributable to acts and/or omissions (including failure to comply with applicable industry regulations and/or technical assembly and installation specifications and/or failure to observe safety regulations) on the part of the Customer, the installer, the end customer or any third party.

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### **Art. 9 – Privacy and Confidentiality**

The parties mutually undertake to comply with the regulations on the protection of personal data set out in Legislative Decree No. 196 of 30 June 2003 and EU Regulation No. 2016/679 (GDPR), as amended. Personal data will be processed using manual, IT and telematic tools exclusively for the purposes and in the manner necessary to fulfil the obligations laid down by law and connected to the establishment and management of the contractual relationship governed by these General Terms and Conditions and, in any event, in such a way as to ensure the confidentiality of such data. WAICO, for the sole purpose of managing the contractual relationship, processes personal data relating to the Customer and its representatives, officers, employees and collaborators.

### **Art. 10 – Legislative Decree No. 231/01 and express termination clause**

The Customer declares that they are aware of the provisions of Legislative Decree No. 231/01 and that they have read the Code of Ethics and Conduct 231, which forms part of the Organization, Management and Control Model adopted by WAICO, such documents having been provided at the time of execution of these General Terms and Conditions. The Customer therefore undertakes – also pursuant to Article 1381 of the Italian Civil Code, on behalf of its directors, partners and/or shareholders, managers, employees, collaborators and any other third party acting on its behalf – to refrain, in the performance of the contractual relationship, from any conduct in breach of the aforementioned Code of Ethics and Conduct 231 and/or from any conduct that may constitute any of the offences giving rise to liability under Legislative Decree No. 231/01. Any breach of the provisions set out in the aforementioned rules and procedures shall constitute a material breach of these General Terms and Conditions, and WAICO shall be entitled to suspend the performance of the contract and/or to terminate the contractual relationship immediately pursuant to Article 1456 of the Italian Civil Code, and to be compensated for any damage and loss suffered.

### **Art. 11 – Compliance with International Trade Regulations**

WAICO is subject to the applicable export controls and regulations enacted by the European Union, the United States of America and other states and organizations. The Customer shall provide the necessary assurances of compliance with such controls and regulations, to the extent required by WAICO to comply with them. WAICO shall not be deemed to be in breach of contract or in violation of these General Terms and Conditions by reason of its compliance with any export control laws or regulations to which it is or may be subject. WAICO may refuse to fulfil any obligation under these General Terms and Conditions, or refuse any order placed by the Customer, or suspend or terminate the contractual relationship with immediate effect if there is or may be a potential breach of laws, regulations or rules applicable to WAICO, including, by way of example only, international trade compliance rules prohibiting the sale of goods and services to certain countries, or to certain natural or legal persons subject to international economic, financial or other sanctions. Should the Customer transfer WAICO's Products to third parties abroad, they must ensure compliance with applicable national and international regulations governing (re-)export controls.

### **Art. 12 – Force majeure and termination**

In any event of force majeure, the parties shall be entitled to request the suspension and resumption of the performance of the contract within a period to be determined by mutual agreement. In the event of force majeure, delivery deadlines shall be extended by a period corresponding to the working days lost as a result of the

occurrence of the aforementioned causes of force majeure. Should the force majeure events continue for more than 90 (ninety) days, the parties shall be entitled to withdraw from the contract, subject to 30 (thirty) days' notice, to be given in writing to the other party.

### **Art. 13 - Confidentiality and industrial property rights**

All technical, commercial and other information of any nature whatsoever of which the Customer becomes aware in the performance of the contract must remain strictly confidential and may not under any circumstances be disclosed to third parties, unless authorized in writing by WAICO.

The drawings, designs, images and, more generally, the technical documentation relating to the Products provided to the Customer shall remain the exclusive property of WAICO. The Customer may use such documentation solely for the purpose of the correct use of the Products.

### **Art. 14 – Miscellaneous**

Any tolerance by either party of conduct in breach of the provisions contained in these General Terms and Conditions or in any specific agreements between the parties shall not constitute a waiver of the rights arising from the breached provisions, nor of the right to demand strict compliance with all the terms and conditions set out herein.

Should one or more of the provisions contained in these General Terms and Conditions prove to be invalid, in whole or in part, the remaining provisions shall remain valid. The invalid provisions shall be replaced in such a way as to maintain, as far as possible, the synallagmatic relationship and the economic substance of the contract and to achieve, to the greatest extent possible, the original contractual intentions of the parties. In matters not covered by these General Terms and Conditions, the provisions of the Italian Civil Code shall apply.

### **Art. 15 – Governing Law and Jurisdiction**

Contracts entered into between the parties and these General Terms and Conditions are governed by Italian law, with the express exclusion of the rules of private international law and any other source not expressly referred to herein.

The Court of Vicenza shall have exclusive jurisdiction to settle any dispute arising in connection with the contracts concluded between the parties or these General Terms and Conditions..

Place and date: \_\_\_\_\_

**Customer's signature:** \_\_\_\_\_

The Customer declares that they have read and specifically accept, in accordance with Articles 1341 and 1342 of the Civil Code, all the clauses and, in particular, those set out in the following articles: Art. 4 (Delivery terms), Art. 5 (Terms and conditions of payment); Art. 6 (Complaints, disputes and time limits for notification), Art. 7 (Warranty and related limitations), Art. 8 (Limitations of liability), Art. 10 (Legislative Decree No. 231/01 and express termination clause), Art. 11 (Compliance with international trade), Art. 12 (Force majeure and withdrawal), Art. 15 (Applicable law and jurisdiction).

Place and date: \_\_\_\_\_

**Customer's signature :** \_\_\_\_\_