

E-COMMERCE GENERAL TERMS AND CONDITIONS

of

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SECTION I SCOPE OF APPLICATION. PROCEDURES.

Art. 1 – Scope of application. Introductory Rules. Point&Click.

1.1. Unless otherwise expressly indicated in writing by SCM Group S.p.A. (the “**Seller**”), the present general terms and conditions of e-commerce (the “**Conditions**”) shall form an integral part of each contract for the supply of machinery and/or other goods/services indicated in Article 4.1 below (the “**Machinery Contract**”), supply of spare parts (the “**Spare Parts Contract**”), supply of technical assistance services (the “**Services Contract**” and each of them, generically, the “**Contract**”), stipulated with the respective client (the “**Purchaser**”) by means of the access of the latter to the e-commerce section on the Seller’s internet sales portal (the “**Portal**”), and stipulation on said Portal of the relating documentation, including these Conditions (this, with the exception of those goods and services for which different contractual conditions are envisaged on the Portal, such as for example those relating to the Maestro Connect service). **1.2.** The Seller shall be at liberty, at its sole discretion, not to accept individual orders for countries other than Italy, on the basis of an indisputable assessment on a case-by-case basis. **1.3.** The conclusion of the Contract on the part of the Seller shall be deemed to be made in accordance with the present Conditions, it being understood that any possible different or additional conditions proposed by the Purchaser shall not apply in any case, unless expressly accepted in writing by the Seller by way of derogation from or integration to the present Conditions. It is hereby clarified that these Conditions have been divided into four different contractual sections of which (i) Section I (“Scope of application. Procedures”) and Section IV shall apply to each Contract, (ii) Section II (“Supply of Machinery and Spare Parts”) shall govern the Machinery Contracts and Spare Parts Contracts only, and (iii) Section III (“Supply of Services”) shall govern the Services Contracts only. **1.4.** With regard to the conclusion of the Contract, as well as for any possible Internet of Things services (including “Maestro Connect”) that may be offered by the Seller in relation to the machinery, the Purchaser accepts the validity of signing any relevant contractual document by means of point&click mechanisms, waiving any and all objections as to their validity and effectiveness (and thereby acknowledging all provisions of these Conditions, including but not limited to those concerning warranties, and those concerning the limitation or exclusion of liability). The Purchaser acknowledges that its registration to the Portal and the provision to the same of credentials for accessing and using the services offered by the Portal offer an adequate guarantee regarding the identification of the Purchaser as the actual author of the aforementioned signing. The person who signs these Conditions on behalf of the Purchaser declares and guarantees to have the necessary powers of representation to bind the latter, undertaking any liability that may arise in the event this declaration/guarantee should prove to be inaccurate or untrue.

Art. 2 – E-Commerce Procedure. Conclusion of the Contract.

2.1. The presentation of the products in the online shop within the Portal is not a legally binding offer, but an invitation to submit an offer. The Purchaser may select from the Seller’s products machinery, spare parts, software, services and collect them in a so-called shopping cart with the “Add to Cart” button. By doing so, the product is moved to the shopping cart, which can be accessed by clicking on the shopping cart icon in the top right-hand corner; once a product has been added to the cart, others can be added by repeating the same procedure. To conclude the order, it is necessary to use the “Go to check out” button. Before confirming the order, it is possible to enter the shipping address, choose the delivery and the relevant methods and select the payment method among those available. The Purchaser is then directed to the final page with a summary of his data and the expected delivery date; any discount codes can be entered in the designated field. It is recommended to check that all selected details are correct, as once the order is confirmed, it will no longer be possible to change them. By clicking the “Buy” button, the Purchaser places a binding order for the goods/services contained in its shopping cart. The order, however, can only be sent and transmitted only if the

Purchaser, by ticking the designated boxes, has declared to have accepted these Conditions and the vexatious clauses contained in the same, as well as to have read the “SCM Privacy Policy”. **2.2.** The Seller then sends the Purchaser, to the e-mail address indicated in the registration data, an automatic confirmation of receipt, in which the order is listed again, which the Purchaser can print using the “Print” function. The automatic confirmation of receipt only documents that the Purchaser’s order has been received by the Seller and does not entail acceptance of the offer. The Contract shall be concluded only after the Seller’s express acceptance or with the delivery of the goods to the shipper. In the presence of both of the above, the Contract is concluded when the first of the two circumstances occurs. Acceptance of a Purchaser’s order by the Seller may take place within a maximum period of 30 (thirty) working days from the receipt of the order, failing which the Contract is not concluded. In any event, each Contract, once concluded, shall be saved by the Seller – in compliance with the privacy regulations in force – within its own IT archives, as well as on the Portal where it will always be accessible and consultable by the Purchaser on its personal account. **2.3.** Once an order has been placed, the Purchaser may check all details relating to the same also by directly accessing the “Orders” section in its personal account. Please note that it will not be possible to add further items to an order once it has already been placed; to purchase further items/services, it will be necessary to place a new order. Once an order has been placed, it will not even be possible to change the shipping address, shipping and payment method. **2.4.** Upon acceptance of the order or, at the latest, upon shipment of the goods/execution of assistance services, the Seller shall send the Contract (consisting of the order, the order confirmation, and a copy of these Conditions) to the Purchaser.

Art. 3 – Definition of the supply.

3.1. In the event of a dispute in respect of the definition of the supply subject matter of the Contract, the Seller shall be entitled, on behalf of both parties, to request the Chairman of the Chamber of Commerce of Rimini to appoint a contractual independent expert, in order to confirm the congruity of the definition of the supply provided by the Seller or indicate the optimal definition, taking into account the price agreed between the parties for the supply. It is understood that the expert’s decision shall be binding for both parties, having the same effect of the parties’ expression of their contractual intention. In case of confirmation of the definition provided by the Seller, then the costs for the expert opinion will be borne by the Purchaser whilst in any other case said costs will be borne by the parties in equal parts.

SECTION II SUPPLY OF MACHINERY AND SPARE PARTS

Art. 4 – Subject matter.

4.1. The subject matter of the Contract shall be exclusively the supply by the Seller to the Purchaser of (i) in the case of a Machinery Contract, the machinery, the relevant user manuals, spare parts, goods other than machinery, equipment, Engineering, Know-how and assembly, start-up and acceptance tests services expressly indicated in the Enclosures to the Contract and (ii) in case of a Spare Parts Contract, the spare parts expressly and specifically indicated therein. Any goods and/or services not expressly indicated in the Contract shall be expressly excluded from any Contract. The term “Engineering” shall mean the drawings and plans relating to the installation of the machinery, possibly supplied by the Seller to the Purchaser, as described in the technical Enclosures to the Contract. All drawings and plans relating to civil works and the general systems and plants shall not however be included in the Engineering. The term “Know-how” shall mean the technical knowledge, the formulae, the procedures, the instructions, and the indications which may be used in relation to the type of production provided in the technical Enclosures of the Contract, which may have been supplied by the Seller to the Purchaser in accordance with the terms of said Enclosures. **4.2.** The Purchaser shall be liable for the suitability of the machinery under the Contract with respect to the Purchaser’s own production purposes and needs, as well as with respect to the ordinary conditions of use by the Purchaser, including with respect to specific conditions which may affect the safety or performance of said machinery. **4.3.** Measures, weights and technical data of the goods as described in the Seller’s statements or catalogues shall be deemed to be indicative and non-binding in the specifications of the details. Any possible modification of the machinery and other elements of the supply which the Seller deems necessary or appropriate during the performance of the Contract, due to local conditions, change of laws, technical and/or technological improvements occurred in the

meantime, or in any event necessary for the optimal functioning of the machinery, may be carried out by the Seller, subject to prior notice to the Purchaser. The Purchaser shall be entitled to raise objections only in case said modifications compromise the normal use of the machinery, as provided in the contractual documents, requesting the Chairman of the Chamber of Commerce of Rimini to appoint a contractual independent expert to ascertain whether or not the modifications decided by the Seller compromise the Purchaser. It is understood that the expert's decision shall be binding for both parties, having the same effect of the parties' expression of their contractual intention. The carrying out of any possible modifications requested by the Purchaser, even if subsequent to the signing of the Contract, is subject to the prior written agreement with the Seller, also in respect of the consequent variation of the price and of the modalities for the performance of the supply.

Art. 5 – Prices. Payments. Claims.

5.1. The prices agreed between the Seller and the Purchaser will be EXW delivery Seller's premises (Incoterms 2020), as referred to by analogy under Article 7.4 below, unless otherwise indicated in writing by the Seller, as well as fixed and unchangeable by the latter. **5.2.** In accordance with art. 1182 paragraph 3 of the Italian Civil Code, payments due by the Purchaser shall be made at the Seller's registered office, it being understood that such payments shall be deemed to have been carried out only when credited definitively to the Seller's current account at the bank designated by the latter. **5.3.** In the event of any unjustified delay in payments by the Purchaser, the Seller shall be entitled – at its sole discretion and without prejudice to any of the Seller's rights arising out of the failure to pay the price on the relevant due date/s – to charge interest on late payments at a rate equal to the rate provided for by Article 5 of Legislative Decree No. 231 of 9 October 2002. It is understood that these provisions shall be construed as in derogation from the provisions of law that provide for the automatic running of interests for late payment, but in any case, without prejudice to any other right to which the Seller is entitled for failure to pay on the agreed due dates. **5.4.** Any possible claim concerning the performance and the carrying out of the Contract shall not entitle the Purchaser to suspend or delay payments. **5.5.** The Seller shall be entitled to suspend and/or terminate the Contract with immediate effect and by sending a mere notice to the Purchaser: (a) in the event that the Purchaser fails to duly fulfil its obligations to pay the price (including the obligation to make the advance payment) as well as its obligations to open documentary credits, to provide and/or create guarantees, to send credit instruments, inter alia, to be held on fiduciary deposit or to comply with other payment terms, in relation to the supply provided under the Contract or other supplies; as well as (b) in the event that the Purchaser becomes subjected to any form of insolvency proceedings, or in the event that its assets change substantially so as to clearly endanger its ability to carry out its obligations hereunder. With regard to – in case of a Machinery Contract – possible delays exceeding 45 (forty-five) days in the contractual payments to be paid by the Purchaser following a notice that the goods are ready, the Seller (provided that the respective order confirmation does not exclude the applicability of this particular provision) shall be entitled – by way of alternative to the termination of the Contract – to resell to third parties the goods ready for shipment (and to make any possible modifications to said goods for such purpose) and to re-determine the time schedules for delivery/shipment of said goods and possibly the entire supply provided under the Contract. Said new time schedules for delivery/shipment (and new time schedules for the fulfilment of the Seller's other obligations in accordance with the terms hereof) shall run from the date of communication to the Purchaser of the Seller's decision to avail itself of the above right and shall not be longer than the time periods originally agreed, without prejudice to the right to claim compensation for any possible damages suffered by the Seller. The Purchaser shall be obliged to comply with the new time schedules determined by the Seller pursuant to the above and communicated in writing to the Purchaser. **5.6.** In the event of any material breach by the Purchaser of its obligations under the Contract (including those relating to payment of the advance payment and, in general, of the price), then, in addition to any rights that the Seller may have under the Contract, the Seller shall be entitled to retain, by way of liquidated damages, the advance payment made by the Purchaser, without prejudice to the Seller's right to claim compensation for any further damages suffered. **5.7.** By means of the Machinery Contract, the Seller grants the Purchaser a licence to use the application software for the functioning of machinery, subject to the prior and regular payment of the contract price on the part of the Purchaser. The Seller shall be entitled to provide free up-dating of this application software, on condition that the Purchaser makes payments on the due dates provided under the relevant Contract. In any event, in case the Purchaser fails to pay the contract price on the due dates, then the functioning of the application software will be automatically deactivated. Following the payment of the contract price on the part of the Purchaser, according to the terms of the Contract, the Seller undertakes to ensure the immediate resumption of the functioning of the machinery. The Seller grants the Purchaser a license also to use the PLC software for the automation of the machinery, exclusively with the configuration set by the Seller, at the same

conditions provided above. **5.8.** The Purchaser hereby declares that the price shall be paid in whole or in part by credit card, in accordance with the Seller's indications/instructions and in compliance with the payment terms set out within the Portal. It is further understood that, in the event a part of the price is paid in advance, in case of failure by the Purchaser to pay the balance, the Seller shall be entitled to retain, by way of liquidated damages, the advance payment, in accordance with the provisions of Article 5.6 above (and the relevant Contract shall be deemed terminated, without prejudice however to the Seller's right to resume negotiations with the Purchaser in the event of subsequent payment by the latter of the full price).

Art. 6 – Delivery.

6.1. The delivery of the machinery, spare parts and of the other elements of the supply shall be carried out in accordance with the shipment schedule specifically agreed between the parties in the relevant Contract. The delivery dates must be considered indicative only and not binding on the Seller, resulting in the exclusion of liability for any possible damages, and the running of the delivery dates will remain suspended up to the definition of the supply pursuant to the preceding Articles 1 and 3. Delivery dates are, in any event, subject to the condition that the fulfilment by the Seller of its obligations is possible according to a criterion of practical and economic reasonableness and that such fulfilment is not obstructed or prevented by events arising from circumstances beyond the Seller's control, such as, but not limited to, Covid-19 restrictions, shortages of personnel due to Covid-19 effects, shortages of raw materials, equipment, fuel, energy, components, or third-party services (including transports) as currently experienced in the international trade. **6.2.** Any delays by the Purchaser in providing any information or carrying out any tasks which are necessary for the performance of the Contract, as well as any delay by the Purchaser in fulfilling its obligations under the Contract shall entitle the Seller to postpone the delivery dates for a period corresponding to the length of the delay on the part of the Purchaser, without prejudice to any other right of the Seller provided under these Conditions. **6.3.** Without prejudice to the terms of Article 6.2 above, in the event that it is not possible to deliver the machinery which are ready for shipment for reasons attributable to the Purchaser, then once 15 days have passed from the Seller having advised the Purchaser in writing that the goods are ready, the Seller shall be entitled (without prejudice to any other rights) to request the Purchaser liquidated damages of 0,5% of the contract price for each week of delay, up to a maximum amount of 6% of the contract price, without prejudice to the Seller's right to terminate the Contract after 3 months of delay (retaining by way of compensation the amounts already received from the Purchaser under the Contract), and without prejudice, in any event, to the Seller's rights to claim compensation for any further damages. Subject to any possible written agreement between the parties with regard to the storage of the goods for a fixed period of time, the Seller shall be entitled at any time to effect delivery or in any event demand that the Purchaser takes delivery of the goods upon the Seller's first request and enforce any of its rights arising at law or under the Contract.

Art. 7 – Packaging. Delivery. Transport.

7.1. With respect to the machinery, the Seller undertakes to provide packaging corresponding to the practices of the relevant sector of the industry. With regard to spare parts on the other hand, the same shall be delivered by the Seller to the Purchaser with packaging if provided for under the Contract or if deemed appropriate by the Seller, at the latter's discretion, in order to preserve the integrity of the goods, it being understood in any event that, in the absence of specific agreements between the parties, the Seller shall not be liable for the lack of adequate packaging. For both the Machinery Contract and the Spare Parts Contract, it is agreed that the costs of any packaging shall be borne exclusively by the Purchaser. It is further specified that return packaging will not be accepted. In any case, the disposal of the packaging shall be the exclusive responsibility of the Purchaser. **7.2.** In any event, prior to the installation/use of the goods, the Purchaser shall store the same in a temperate and dry place, suitable to protect them. **7.3.** Any transshipment of the goods that the Purchaser may decide to carry out during the transport of the goods to the place of final destination must be previously approved by the Seller and carried out at the Purchaser's expenses and risk. **7.4.** Unless otherwise contractually agreed between the parties, the goods subject matter of the Machinery Contracts are delivered EXW Seller's premises (Incoterms 2020), whereas the goods subject matter of the Spare Parts Contracts are delivered DAP (Incoterms 2020). Without prejudice to Article 7.3 above, it is understood that any risk shall pass to the Purchaser pursuant to the agreed delivery term (Incoterms 2020). **7.5.** If, at the time as the Seller is preparing to organise or make shipments, there are variations in the transportation costs to be borne by the Seller of a value equal to or greater than +/- 20% with respect to the amount of said costs applicable as at the date of signature of the Contract, the parties shall proceed with a corresponding adjustment of the relevant amount.

The party entitled to such adjustment shall have the right to suspend the performance of the Contract, without any charges, in the event of the other party's refusal to pay such adjustment, without prejudice in any event to the right to recover the relevant credit (as well as the right to withdraw from the Contract pursuant to Article 27.2 below). It is specified that for Spare Parts Contracts, in the absence of express stipulations set forth in the Contract or indications in this regard under the applicable Incoterm, the Seller shall have the right to have the goods transported by the means it deems most convenient, with expenses to be borne by the Purchaser.

Art. 8 – Storage of the goods. Assembly of the machinery.

8.1. In the event that the assembly/installation activities are envisaged to be borne by the Seller in the Purchaser's order and in the order confirmation, the goods which are shipped shall be stored by the Purchaser at the place of destination, in premises which are suitable for the purposes of protecting the goods from any type of damage or deterioration, and insured by means of a suitable insurance policy, with expenses to be borne by the Purchaser. Furthermore, in such event, the Purchaser shall ensure – upon the Seller's request – that the goods delivered by the latter, being complete and in perfect condition for the installation thereof, shall be duly placed on the site designated for assembly. **8.2.** In order to carry out the assembly and installation, in the event the foregoing are to be borne by the Seller according to the Purchaser's order and the relevant order confirmation, the Purchaser undertakes to: **a)** position the machinery in its final position, according to the technical specification provided by the Seller, unless otherwise agreed between the parties; **b)** have the machine connected – by its own specialist technician – to the electrical power supply, pneumatic power sources and suction system, in compliance with and according to the technical specifications requested by the Seller; **c)** supply the equipment, the lifting gear and means of transport, the power supply and everything else required by the technicians appointed by the Seller as technically necessary in order to carry out the assembly including any possible labour, the management and supervision of which shall at all times remain the responsibility of the Purchaser. Any machines and tools which the Purchaser may allow the technicians appointed by the Seller to use shall be equipped with the accident prevention devices provided under the applicable legislation in the place of installation provided for by the Contract; **d)** co-operate for the timely obtainment of any possible entry visa and arrange for the assembly operations to start immediately after the arrival of the technicians appointed by the Seller and proceed on a continuous basis until completion; it being in any event understood that any periods of inactivity/waiting periods shall be at its own expense; **e)** not to engage the technicians appointed by the Seller in any activities other than those which fall within their sphere of competence and which are not specifically authorised by the Seller himself; **f)** adopt all the necessary safety measures and precautions to prevent accidents and safeguard the assembly and acceptance test workers against physical injury, in compliance with the applicable norms of law; in particular, provide workers engaged in assembly operations with all the means of protection necessary for the safeguarding of the workers' physical integrity and for the prevention of accidents in general, inform the workers and technicians appointed by the Seller of the specific risks to which they are exposed and bring to their knowledge the essential prevention rules by displaying them in the workplace or by other means, as well as provide and require that workers observe the safety rules and use the means of protection made available to them. **8.3.** In the event that the assembly is not included in the price agreed under Article 5 above, but is still requested by the Purchaser, the costs will be charged to the Purchaser according to the rates in force of the Seller. In this case the Purchaser also undertakes to: **a)** sign the attendance sheet that the technicians appointed by the Seller are provided with in order to ascertain the hours worked by the personnel; it being understood that, otherwise, the hours indicated by the Seller in the relevant invoice shall be considered as valid; **b)** reimburse the Seller in respect of any travel expenses (round trip), in travelling from the Seller's place of business to the Purchaser's premises, incurred by the Seller for its own appointed technicians, including any travel expenses relating to any replacements of the technicians appointed by the latter, for which it is understood that the maximum period which any of the Seller's technicians may spend at the Purchaser's premises is of 1 month; **c)** reimburse the Seller expenses incurred for the stay of the appointed personnel (travel, board and lodging etc.); who shall be accommodated in a hotel of a standard not less than a second class European hotel or otherwise in accommodation of the same standard; ensure that the technicians appointed by the Seller have the means of transport from their accommodation to their place of work and vice versa. **8.4.** In the event that, for reasons not attributable to the Seller, the carrying out of the assembly takes longer than the time scheduled by the latter, then an appropriate extension of the originally scheduled period shall be applied; in such case, the applicable rates relating to the activities provided hereunder shall be those of the Seller in force at the time said activities are effectively carried out. All risks relating to the use of the machinery shall pass to the Purchaser upon completion of the assembly of the same. **8.5.** Upon completion of the assembly, if contractually provided for, the Purchaser and the Seller will sign a

certification of completed assembly and will carry out the loadless functional test of every machinery or lines of machinery supplied. **8.6.** The Purchaser undertakes to provide the Seller with qualified personnel for the purposes of the training in the use and maintenance of the machinery as specified by the Seller. **8.7.** The Seller shall be entitled to have all, or part of the activities provided for under this Article 8 (as well as the other activities corresponding to “obligations to do” of the Seller as provided under these Conditions and the Contract), carried out by one or more sub-suppliers or contractors acting on behalf of the Seller. The latter shall, however, remain exclusively responsible towards the Purchaser for the carrying out of the Seller’s obligations under these Conditions and the Contract. With regard to the compliance with the obligations provided by law on occupational safety and health, the Purchaser shall interact directly with the sub-suppliers or contractors of the Seller, demanding that the same comply with the aforementioned obligations under the law, as well as the signing or exchange of all documentation required to this purpose, informing in any event the Seller in a timely manner and agreeing as of now that the Seller shall have the right to appoint an employee of each sub-supplier/contractor as the person responsible pursuant to the legislation applicable on a case by case basis.

Art. 9 – Acceptance test of the machinery.

9.1. Upon completion of the activities referred to under Article 8, the Seller and the Purchaser shall carry out an acceptance test, if the Contract contains specific stipulations in this respect to be borne by the Seller; otherwise the supply shall be deemed as successfully tested and finally accepted. **9.2.** In the event that during the acceptance test of the machinery, the same does not show any serious problems which may prevent the use of the machinery as provided contractually, or in case said problems are rectified by the Seller, then the Purchaser shall be obliged to sign the acceptance test report of the supply, without prejudice to the Seller’s obligation to provide technical assistance under warranty, pursuant to Article 10 below, in order to rectify any possible defects or non-compliance of the supply. This is without prejudice, in any event, to the subsequent measurement of the performances during the testing of the machinery when it is “up and running”, if contractually provided. If the Purchaser fails to sign the acceptance test report confirming the positive result of the acceptance test, then the Purchaser shall not be entitled to use the machinery, unless otherwise expressly agreed in writing by the Seller. **9.3.** Should the technical assistance carried out by the Seller, for one or more times as the case may be, not rectify the defect or non-compliance of the goods supplied, which prevents the achievement of the productive performances possibly provided by the Contract, then the parties shall verify whether such defect/non-compliance determines a substantial decrease of the value of the goods. In the latter case the Purchaser shall be entitled to obtain a reduction of the price of said goods, up to maximum amount of 5% of the contract price, it being excluded the right to terminate the contract. This Article shall not apply in case the Contract provides specific conditions relating to the performances during the acceptance test or the testing of the machinery when it is “up and running”. **9.4.** With respect to machinery, equipment and other goods that the Purchaser (i) purchases from suppliers other than the Seller in order to use them in combination with the supply or (ii) requests the Seller to purchase from third party suppliers and to include in the supply, the Purchaser shall be exclusively responsible for the operation of such goods in accordance with methods and yields that allow the achievement of the productive performances possibly provided for under the Contract. **9.5.** If, for reasons not attributable to the Seller, it is not possible to carry out the acceptance test within 30 days from the assembly, or in case the machinery have been in any event used by the Purchaser for manufacturing purposes, then the acceptance test shall nevertheless be deemed to be carried out with positive result and the machinery shall be deemed to be finally accepted by the Purchaser without any reserve (without prejudice to the Seller’s obligations provided under Article 10 below). **9.6.** Any possible periods of inactivity/waiting of the Seller’s personnel (prior to or during the acceptance test) which are not the normal consequence of the acceptance test and not attributable to the Seller, shall be charged to the Purchaser according to the Seller’s rates. **9.7.** The issuance of the acceptance test report provided above shall amount to final acceptance of the supply on the part of the Purchaser as the latter thereby indubitably acknowledges that the goods supplied by the Seller, when functionally connected to each other, assembled and started up, and using suitable raw materials under the Purchaser’s responsibility, indeed enable the Purchaser to achieve the use contractually agreed or in any event comply with the Contract (in case of virtual acceptance test pursuant to Article 9.5 above). Without prejudice to the Seller’s obligations pursuant to Article 10 of these Conditions, any future variations in the functioning/production capacity of the supply shall not in any event be covered by the warranty granted by the Seller, without prejudice to the possible testing of the machinery when it is “up and running”. **9.8.** The provisions of this Article 9 may be integrated with specific provisions provided in the Enclosures to the Contract. In case of objections/claims in respect of the carrying out and/or result of the

acceptance test, then the Seller shall be entitled to request to the Chairman of the Chamber of Commerce of Rimini to appoint a contractual, independent expert, in order to ascertain, on behalf of both parties, whether or not the machinery can be deemed tested in accordance with the terms of these Conditions and the Contract. It is understood that the expert's decision shall be binding for both parties, having the same effect of the parties' expression of their contractual intention. Should the expert ascertain the existence of the conditions for a successful testing of the machinery in accordance with the terms of the Contract, then the costs for the expert opinion shall be borne by the Purchaser, whilst in any other case said costs shall be borne by both parties in equal parts.

Art. 10 – Warranty for the Machinery Contracts.

10.1. Without prejudice to the provisions of Article 10.10 below, with regard to any possible defectiveness in the supply hereunder, a warranty in respect of manufacturing defects in the machinery and other components shall apply as of the date of installation of each machinery and shall run for a period of 12 months (period of time not exceeding, under any circumstances, 18 months from the delivery of the machinery) and in any event not extendable beyond a period of 2,500 (two thousand five hundred) working hours of the machinery, unless otherwise expressly agreed in writing between the parties. **10.2.** The warranty consists in either the repair or replacement, at the Seller's sole discretion and at its expense, of the structural parts and other components of the machinery which may prove to be broken or defective due to manufacturing defects. The parts which are to be replaced as per above shall be delivered DAP (Incoterms 2020). With regard to the carrying out of repairs or assembly which, on the basis of the Seller's reasonable opinion, are of moderate difficulty from a technical point of view, then the Purchaser – following the Seller's instructions from afar - shall carry them out using its own personnel and in any case at its expense; with regard on the other hand to the carrying out of repairs or assembly which are of notable difficulty from a technical point of view, the Seller shall send a specialised technician to the Purchaser's premises. The intervention of said technician shall always be subject to the acceptance by the Purchaser of the Technical Assistance Offer of the Seller which shall identify the applicable conditions for any activities which are not under warranty. The Purchaser undertakes to allow the Seller to establish a remote connection with the operating/control system of the machinery, at any time. **10.3.** The Seller shall have the right to request the Purchaser to return the defective components which have been replaced for their inspection and approval of the warranty. In such a case, if the Purchaser fails to deliver to the Seller, with EXW (Incoterms 2020) Purchaser's premises delivery, the replaced parts subject to such request, together with all documents required by the Seller and in general with all documents necessary for the purpose of shipping the goods to the premises of the Seller or to the other Country indicated by the latter (including, by way of example but not by way of limitation, delivery notes, pro-forma invoices, copy of the return authorization and other transport documents), within 30 days of receipt by the Purchaser of the replacement parts, the warranty claim may be validly considered cancelled and the Seller shall be entitled to invoice the Purchaser for the replacement parts at the list price applicable to the Purchaser from time to time. The latter shall be required to pay the relevant price at sight. Return expenses shall be borne by Seller, according to operational agreements made from time to time. **10.4.** The warranty shall cover all the individual structural parts and other components of the machinery, but it shall not cover the parts which are subject to wear and tear. Further, the Seller shall not be liable for any damages or deteriorations of whatever nature caused by use which is different from the use provided in the Use and Maintenance Manual, by the failure to suspend the use of the machinery in the case of functioning problems, or in any event due to any other reason not attributable to the Seller. **10.5.** The warranty shall in any event lose any and all effect should any equipment or spare parts not supplied by the Seller be installed in the machines, and in any case, should any modifications have been made without the Seller's written consent or in case of services carried out on the part of the unauthorized personnel. **10.6.** Under no circumstances shall the Seller be liable for any damages of whatever nature arising out of the improper use, poor maintenance and/or any acts which are not in line with the maintenance and user instructions. The Purchaser shall be solely responsible for ensuring that the products manufactured using the machinery supplied by the Seller are in compliance with the safety regulations in force and the Purchaser shall in any event be liable for any claims made by any party which may have possibly suffered damages and it shall duly hold the Seller harmless from and against any such claims. **10.7.** The warranty shall be subject to the Purchaser duly informing the Seller in writing, within 8 days following the discovery thereof of the particular defect or lack of quality, failing which the Purchaser shall lose its rights under the warranty in respect thereof, and shall also be subject to the Purchaser making an express request to the Seller in writing, to provide assistance under the warranty. **10.8.** Any other damages, including any possible damages resulting from the lack of or a reduction in production, in addition to any indirect or consequential damages, and the right to terminate the Contract, are

expressly excluded from the warranty. **10.9.** The provisions of the present Article 10 shall be integrated by the provisions provided under the Warranty Certificate which may be attached to the Contract in order to form an integral part of same; it being understood that in case of conflict between said provisions, the present Article 10 shall prevail. **10.10.** Any and all goods (such as - by way of example but not by way of limitation - components, equipment, tools and software) which are included in the supply, but which have been purchased by the Seller from third party suppliers at the request of the Purchaser and identified and selected by the latter, are excluded from the warranty provided hereunder. With regard to such goods, **(a)** the Seller shall not be liable in the event the same are in any way unsuitable for the manufacturing purposes intended by the Purchaser, or are defective, nonconforming or present interface problems with the goods supplied by the Seller, **(b)** the application of any legal or contractual warranty by the Seller shall be excluded, it being understood, however, that if and to the extent this is possible without costs for the Seller, the latter may transfer to the Purchaser the possible warranty for defects given by the third party supplier with respect to such goods. **10.11.** The applicability of any other warranty - whether legal or contractual - in relation to the supply that is not expressly provided for under the Contract and/or these Conditions is expressly excluded.

Art. 11 – Warranty for Spare Parts Contracts. Conditions for the return of spare parts.

11.1. With regard to any possible defectiveness in the supply of spare parts, only a warranty in respect of mechanical and electrical defects in the spare parts shall apply and shall run for a period of 12 (twelve) months as of the date of delivery of the goods supplied. It is understood that any possible replacement or repair of spare parts, in whole or in part, shall not imply any extension of the original warranty period. **11.2.** The warranty consists in either the repair or replacement, at the Seller's sole discretion and at its expense, of the structural parts and other components of the spare parts which may prove to be broken or defective due to manufacturing defects. Unless specifically agreed otherwise between the parties, the parts which are to be replaced as per above shall be delivered DAP (Incoterms 2010). **11.3.** The Seller shall replace or repair the defective parts in the shortest time possible, which shall be calculated on a case-by-case basis. The Seller shall have the right to request the Purchaser to return the defective parts which have been replaced. In this latter event, if the Purchaser fails to deliver to the Seller EXW the Purchaser's factory the parts to be replaced requested by the Seller as per the terms of this article, together with the documents requested by the Seller and in general with all the documents necessary for the shipment of the goods to the Seller's premises or to a different Country indicated by the Seller (including, by way of example but not limited to, delivery notes, proforma invoices, copy of the return authorization and other transport documents), within 60 days from receipt by the Purchaser of the parts to be replaced, the warranty claim may be validly deemed as cancelled and the Seller shall have the right to charge the Purchaser the price of the replacement parts according to the price list applicable to the Purchaser from time to time. The latter shall pay the relevant price at sight. Return expenses shall be borne by Seller, according to operational agreements made from time to time. **11.4.** The warranty shall cover all the individual structural parts and other components of the spare parts, but it shall not cover the parts which are subject to normal wear and tear. **11.5.** The warranty shall in any event lose any and all effect *(i)* should any modifications be made to the spare parts without the Seller's consent provided in writing; *(ii)* should the spare parts requested by the Purchaser prove to be unsuitable for the purposes of being part of the machinery on which the Purchaser has installed them or should they not be functional for the particular use of the machinery; or *(iii)* should the breakage of the spare part depend upon other parts of the machinery on which the spare part has been installed. **11.6.** Any other damages, including any possible damages resulting from the lack of or a reduction in production, in addition to any indirect or consequential damages, and the right to terminate the Contract, are expressly excluded from the warranty. **11.7.** Under no circumstances shall the Seller be liable for any damages of whatever nature arising out of the improper use, poor maintenance and/or any acts which are not in line with the maintenance and user instructions. **11.8.** The warranty shall be subject to the Purchaser duly informing the Seller in writing, within 8 days following the discovery of the particular defect or lack of quality, failing which the Purchaser shall lose its rights under the warranty in respect thereof, and shall also be subject to the Purchaser making an express request in writing to the Seller to provide assistance under the warranty. **11.9.** This warranty shall exclude any other remedy in favour of the Purchaser (including but not limited to any other warranty, legal or contractual). **11.10.** It is hereby specified that - as provided for by the applicable law - spare parts purchased by the Purchaser may be returned by the latter only in the event of their defectiveness (in accordance with the provisions of the warranty set forth in this art.11 of these Conditions) and/or in any event subject to the Seller's prior written authorisation.

Art. 12 – Limitation of liability.

12.1. It is understood that, in the event of a breach on the part of the Seller of its obligations arising from these Conditions and/or from a Machinery and/or a Spare Parts Contract, all possible remedies not expressly provided for under these Conditions in general, and specifically the Seller's liability for damages arising from the lack of or a reduction in production, lack of or a reduction in opportunities, lack of or a reduction in profit, lack of or a reduction in contracts, a reduction in use and, in general, for indirect and consequential damages, are hereby excluded.

Art. 13 – Confidentiality. Intellectual and industrial property rights.

13.1. The Purchaser shall keep strictly confidential and will not disclose any technical information (such as, but not limited to, drawings, schedules, documentation, formulae and correspondence) received from the Seller or in any way learned during the performance of the Contract. Any such information may be disclosed to third parties only with the Seller's prior authorisation in writing. **13.2.** It is understood that (i) the Seller shall at all times remain the owner of any and all intellectual/industrial property rights over the machinery, spare parts and on other elements of the supply, including the Engineering and Know-how, and that (ii) the use of the Engineering and Know-how, in addition to the use of the material supports related to both that have been delivered by the Seller, is granted to the Purchaser only for the purpose of the execution of the Contract. **13.3.** Each party will be entitled to use, by way of commercial references, the other party's name and the Contract.

**SECTION III
SUPPLY OF SERVICES**

Art. 14 – Subject matter of the supply of services. Purchaser's obligations.

14.1. These Conditions shall form an integral part of each Contract stipulated in any form between the Seller and the Purchaser, as of the date of signature of this document, and having as the subject matter the performance of technical assistance services to be carried out by the Seller in favour of the Purchaser (the "**Assistance**"). It is specified that the services subject matter of the Assistance regulated by these Conditions may consist of: (i) ordinary maintenance, (ii) extraordinary maintenance, (iii) replacement of parts which are outside the scope of the warranty for defects provided by the Seller with the supply of the machinery/equipment which is the subject matter of the Assistance and/or (iv) any other technical assistance services, including structural changes which are not included in the ordinary or extraordinary maintenance, naturally excluding those services regulated by another contract. **14.2.** It is understood that, should it be appropriate so as to better carry out the Assistance, then the Seller will carry out the Assistance on the basis of the Purchaser's reasonable indications and requests. The Purchaser must in any event provide the Seller with the co-operation which is necessary according to the standards and practices of the particular sector of the industry or which in any event has been reasonably requested by the Seller. Further, the Purchaser declares and guarantees that the current condition of the machinery and equipment in relation to which the Assistance is to be carried out is in compliance with the safety regulations applicable to said machinery. In particular, the Purchaser acknowledges that: (i) the compliance of the machinery and equipment subject matter of the Assistance (for ease of reference, hereinafter referred to as the "**Machinery**") with the applicable laws and regulations and other applicable legislation (for example, but not by way of limitation, the technical regulations relating to the safety of the machinery and the protection of the workers), (ii) the co-operation with the Seller (also by means of providing qualified personnel of the Purchaser as may be necessary from time to time), and (iii) the correct and timely execution of any possible activity which the Seller may deem necessary and may from time to time request the Purchaser to perform, even during the Assistance, in the person of the technical personnel appointed for this purpose by the Seller, all amount to an essential pre-requisite for the carrying out of the Assistance by the Seller (including, and not by way of limitation, in terms of compliance with the timing provided and the achievement of a positive technical result). **14.3.** It is understood that the Seller shall not be held liable for any failure to carry out the Assistance or, in any event, any delays or lack of conformity of the Assistance, in the event that this is attributable to an active or omissive conduct on the part of the Purchaser.

Art. 15 – Carrying out of the Assistance

15.1. Without prejudice to the terms of Article 16 of these Conditions, the Assistance shall be carried out by the Seller in accordance with the terms indicated and agreed in the Contract and, in any event, according to the

Seller's careful valuation in the light of the rules of good technique. **15.2.** For the purposes of carrying out the Assistance, the Seller may use all of its instruments/tools or those of third parties which it deems appropriate, and it may also, at its sole discretion, avail itself of companies, external collaborators and/or suppliers of services, to which it may entrust all or part of the carrying out of the Assistance; the names of said parties shall be communicated to the Purchaser on a case by case basis. **15.3.** The Seller declares and guarantees that the Purchaser shall not incur any liability as a result of any possible violations on the part of the Seller concerning the payment of wages and/or the remuneration of the employees of the latter which are used for the purposes of the Assistance. **15.4.** Within the context of the Assistance, the Seller shall assemble the materials necessary for the carrying out of the Assistance and verify that the part of the Machinery so modified and/or repaired is in operating conditions. In the event that the assembly periods foreseen by the Seller should be prolonged for reasons not attributable to the latter, an appropriate extension of the originally scheduled period shall be applied; in such case, the rates relating to the activities under the Contract shall be those of the Seller in force at the time said activities are effectively carried out. **15.5.** Upon completion of the Assistance, the Seller shall prepare a written notice of completion of the works in respect of the Assistance carried out, which shall be sent/delivered to the Purchaser. Purchaser's failure to object the aforesaid notice in writing within 7 (seven) days of its submission (or, alternatively, should the Purchaser sign for acceptance the intervention report submitted to the same as soon as the Assistance is completed) shall automatically result in the approval of the activity carried out by the Seller and the definitive accrual of the relevant contractual payments owed to the same; the above is in any event without prejudice to the terms of these Conditions relating to payment of the price and/or the reimbursement of expenses due to the Seller. **15.6.** With regard to safety during the carrying out of the Assistance, reference is made to Article 21 of these Conditions.

Art. 16 – Modifications to the carrying out of the Assistance.

16.1. During the performance of the Contract, the Purchaser may not require the Seller to change any characteristics of the Assistance that are provided for under the Contract. It is in any case understood that the Purchaser shall promptly inform the Seller in writing (also through the technical personnel sent by the Seller) of any new or different situation that could emerge or be detected during the carrying out of the Assistance and which is such as to modify the evaluations that had led to the signing of the Contract. **16.2.** In the event that, during the carrying out of the Assistance, the actual assistance to be carried out is found to be substantially different, in terms of quantity and/or quality, from the Assistance agreed upon by the parties, the Seller may decide whether or not to carry out said new assistance, at its sole discretion and with the exclusion of any liability on the part of the Seller in the event the latter decides not to carry out said new assistance. It is agreed that in any event the Purchaser shall be required to pay to the Seller any expenses and costs incurred by the latter (by way of example, but not by way of limitation, for sending the technical personnel to the location of the carrying out of the Assistance), in addition to the price of n. 1 day/person for each member of the technical staff sent to the Purchaser in order to carry out the Assistance. **16.3.** Should the number of days/persons needed to carry out the Assistance, redefined according to the above, result to be higher than what is provided for under the Contract, each day/person exceeding the number indicated in the Contract shall be remunerated according to the Seller's list prices, unless otherwise expressly agreed in writing between the Seller and the Purchaser. **16.4.** In the event that the Seller will be willing to carry out the aforementioned new assistance, the parties must first agree in writing and in good faith the dates, timing, modalities and the price relating to the new assistance. Without prejudice to the above, the provisions set forth in the Contract and in these Conditions shall apply automatically to the Assistance redefined in accordance with the foregoing, unless otherwise expressly agreed in writing between the Seller and the Purchaser. In the event of disagreement regarding the contract price to be paid to the Seller in relation to the modifications to be made to the Assistance, the Seller may, at its sole indisputable discretion, decide to avail itself of the rights provided for under Article 16.2 above. **16.5.** It is naturally understood that in no event shall the Seller be held liable vis-à-vis the Purchaser in relation to any delays and/or variations in relation to the Assistance as originally agreed between the parties in case such delays and/or variations are the result of the modifications to be carried out to the Assistance.

Art. 17 – Delivery and packaging of materials.

17.1. The goods that may be supplied by the Seller to the Purchaser pursuant to the Contract or in relation to the performance of the Contract shall be delivered by the Seller to the Purchaser with packaging if provided for under the Contract or if deemed appropriate by the Seller, at its sole discretion, in order to preserve the integrity of the materials. It is understood in any event that, in the absence of specific agreements under the

Contract, the Seller shall not be liable for the lack of adequate packaging. It is furthermore agreed that the costs of any packaging shall always be borne exclusively by the Purchaser. Return packaging will not be accepted. In any case, the disposal of the packaging shall be at the Purchaser's charge. **17.2.** In the absence of a specific agreement, the delivery of the above-mentioned goods shall be carried out EXW Seller's factory (Incoterms 2020). It is understood that in any event, all risks relating to the goods sold shall pass to the Purchaser at the time of shipment, unless otherwise expressly agreed in writing. The Purchaser shall arrange for the insurance of the materials during loading, transport and unloading, with the exclusion of any liability of the Seller in this respect, unless otherwise agreed upon in writing. In the absence of explicit contractual agreements, the Seller shall be entitled to have the goods transported by the means of transport it deems most convenient, at the Purchaser's expense. **17.3.** By the term "shipment" (also for the purposes of Section II above) it is conventionally intended to indicate (i) the delivery by the Seller to the first carrier (or to another person designated by the Purchaser or chosen by the Seller in accordance with the applicable delivery term and/or the terms of the Contract) of the goods supplied pursuant to the Contract, or (ii) in case of a delivery EXW Seller's factory (Incoterms 2020), the placing of the goods at the Purchaser's disposal. **17.4.** The Purchaser undertakes to promptly make available to the Seller all the materials and other goods which are necessary for the Assistance, including those which the Purchaser has purchased from the Seller. Upon the Seller's first request, the Purchaser is, in any event, required to make available at the place of assembly, complete and in perfect condition for installation, the materials, machinery, equipment and any possible spare parts that the Seller has delivered.

Art. 18 – After-sales service related to materials.

18.1. The Seller undertakes to supply the Purchaser - within the terms provided by law and according to availability at the time of the request - with spare parts (unless in case of so-called "commercial" components, i.e. standard third-party catalogue goods, or in any case components not manufactured directly by the Seller or by the Seller's Group, in which case the conditions provided for by the relevant manufacturers shall apply, also in terms of availability of spare parts) and technical services requested by the Purchaser in relation to the materials supplied during the carrying out of the Assistance, by applying its own price lists and rates for technical services in force at the time of each individual request; the other terms and conditions of supply shall be defined in good faith.

Art. 19 – Warranty for Services.

19.1. With the exception of the components referred to under Article 19.8 below, in relation to any possible defectiveness in the materials supplied by the Seller within the scope of the Assistance, only a warranty in respect of mechanical and electrical defects in the materials shall apply and shall run for a period of 6 (six) months from the date of assembly of the materials (period of time not exceeding, under any circumstances, 10 (ten) months from the date of delivery of the materials). **19.2.** The warranty consists in either the repair or replacement, at the Seller's sole discretion and at its expense, of the structural parts and other components of the materials which may prove to be broken or defective due to manufacturing defects. The delivery of the parts supplied as replacements shall be DAP (Incoterms 2020), unless otherwise agreed in writing between the parties on a case-by-case basis. Any possible assembly activities which may be requested to the Seller in particular cases, and to which the same agrees shall in any case be borne by the Purchaser, according to the Seller's rates in force at the time the activities are carried out. Any travel and lodging expenses of the Seller's technical personnel shall be borne by the Purchaser as well. **19.3.** The Seller shall replace or repair any defective parts of the materials in the shortest time possible, which shall be calculated on a case-by-case basis, and the Seller shall be entitled to request the Purchaser to return any defective parts which have been replaced. In such cases, if the Purchaser fails to deliver to the Seller EXW Purchaser's factory (Incoterms 2020) the replaced parts that are the subject matter of such request, together with the documents requested by the Seller and in general with all the documents necessary for the shipment of the goods to the premises of the Seller or to any other Country indicated by the latter (including, by way of example but not limited to, delivery notes, pro-forma invoices, copy of the return authorization and other transport documents), within 60 days from receipt by the Purchaser of the replacement parts, the warranty claim may be validly deemed as cancelled and the Seller shall have the right to invoice the Purchaser the price of the replacement parts according to the price list applicable to the Purchaser from time to time. The latter will be obliged to pay the relevant price at sight. **19.4.** The warranty covers all the individual structural parts and other components of the materials but does not extend to parts which are subject to normal wear and tear. **19.5.** The warranty shall in any event lose any

and all effect should any modifications be made to the materials and/or the related Machinery without the Seller's prior written consent. The warranty shall also lose any and all effect if the breakage/defectiveness of the materials is due to other parts of the Machinery on which the materials themselves were installed. **19.6.** Furthermore, the Seller shall not be held liable for any damages of whatever nature arising out of the improper use, poor maintenance and/or any acts which are not in line with the instructions for the maintenance and use of the Machinery. The Purchaser shall be exclusively responsible for ensuring that the products manufactured using the Machinery on which the materials supplied by the Seller have been installed are in compliance with the safety regulations in force, and the Purchaser shall in any event be exclusively liable for any claims made by any party which may have possibly suffered damages and it shall duly hold the Seller harmless from and against any such claims. **19.7.** The warranty shall be subject to the Purchaser duly informing the Seller, in accordance with the terms of Article 28.3 below, within 8 (eight) days following the discovery thereof of the particular defect or lack of quality, failing which the Purchaser shall lose its rights under the warranty in respect thereof, and shall also be subject to the Purchaser making an express request to the Supplier, always in the indicated form, to provide assistance under the warranty. **19.8.** With regard to the so-called "commercial" components (i.e., standard third-party catalogue goods), or in any case components not manufactured directly by the Seller or by companies of the Seller's Group, the latter shall be entitled to apply exclusively the warranties provided by the respective manufacturers in lieu of the warranty provided for under this Article 19, without prejudice however to the 6 (six) month term of the warranty period. **19.9.** The applicability of any other warranty, whether legal or contractual, in relation to the activities carried out by the Seller pursuant to the Contract or in any case in relation to the same, is expressly excluded.

Art. 20 – Purchaser's obligations.

20.1 Without prejudice to the provisions of Article 14 above and Article 21 below of these Conditions, the Purchaser undertakes to cooperate for the purpose of allowing the Seller to fulfil its contractual obligations correctly and in a timely manner. In particular, whether the Seller supplies to the Purchaser only technical assistance services or whether it supplies materials as well, the Purchaser undertakes to: **a)** provide the equipment, the lifting gear and means of transport, the power supply, water, the cooperation of its personnel and everything else requested by the Seller's technical personnel as being technically functional for the carrying out of the assembly. It is understood that any machinery and tools which the Purchaser may allow the Seller's technical personnel to use shall be equipped with the accident prevention devices provided for under the applicable legislation; **b)** arrange for the assembly operations to start immediately after the arrival of the Seller's technical personnel and to proceed on a continuous basis until completion, it being in any event understood that any periods of inactivity/waiting periods shall be at the Purchaser's expense; **c)** sign the attendance sheet that the Seller's technical personnel is provided with in order to ascertain the hours worked by said personnel; it being understood that, otherwise, the hours indicated by the Seller in the relevant invoice shall be considered as valid; **d)** unless otherwise agreed upon in writing, bear and reimburse any travel expenses (round trip) incurred by the Seller's technical personnel in travelling from the Seller's place of business to the place where the Assistance is to be carried out, including any travel expenses relating to any replacements of the Seller's technicians, as well as any medical or hospital expenses; **e)** unless otherwise agreed upon in writing, pay directly all the expenses relating to the stay of the Seller's personnel (travel, board and lodging etc.); accommodate the Seller's technical personnel in a hotel of a standard not less than a second class European hotel or otherwise in another type of accommodation of the same standard; provide the same personnel with means of transport from their accommodation to their place of work and vice versa; **f)** not engage the Seller's technical personnel in any activities other than those which fall within their sphere of competence and in any case which are not specifically authorised by the Seller; **g)** adopt all safety measures and precautions necessary to prevent accidents and safeguard the Seller's technical personnel against physical injury, in compliance with the applicable legislation;

Art. 21 – Safety of the Assistance conditions.

21.1 With reference to the place in which the Assistance and any other activity of the Seller shall be carried out, as well as the conditions under which the same will be carried out, the Purchaser shall comply with all laws and regulations relating to safety at work and of machinery, accident prevention, hygiene at work, fire prevention and environment. In particular, the Purchaser hereby declares that it is responsible for complying with all the relevant applicable laws and regulations on the subject and for taking the relating precautions. **21.2.** On the basis of the foregoing, the Purchaser shall be held liable for any and all damages to things and/or

persons resulting from failure to comply with the aforementioned laws and regulations (such as by way of example but not by way of limitation, technical regulations on the safety of machinery and protection of workers) and from failure to take the necessary precautions, it being understood that the Purchaser shall hold harmless and indemnify the Seller from any and all related prejudicial consequences. **21.3** Without prejudice to the foregoing provisions of this Article 21, the Seller undertakes to comply, within the scope of its competence (also in relation to the carrying out of the Assistance and the assembly of the materials necessary for the Assistance) with all applicable laws and regulations on safety and hygiene at work.

Art. 22 – Prices.

22.1. The prices of the materials and of the labour used to carry out the Assistance are net of VAT and are considered fixed and invariable, provided that the Seller receives – within the terms provided for under Article 28.3 – a copy of the Contract duly signed by the Purchaser, and the execution of the Assistance is not delayed, protracted or otherwise extended for reasons not attributable to the Seller. In the event that during the carrying out of the Assistance, the use/supply of additional materials and/or supply of labour become necessary so as to better carry out the Assistance, the prices indicated in the Seller's price list shall apply.

Art. 23 – Payments. Claims.

23.1. The price due for the Assistance shall be paid by the Purchaser in accordance with the indications/instructions of the Seller and in compliance with the payment terms set out within the Portal. **23.2.** Any possible claim concerning the performance and the carrying out of the Contract (also in the event of non-acceptance of the Assistance) shall not entitle the Purchaser to suspend or delay payments. Any unjustified delay by the Purchaser in making payments on the contractual due dates, shall entitle the Seller to charge interest on late payments (at a rate equal to that provided for by Article 5 of Legislative Decree No. 231 of 9 October 2002), without prejudice to any other rights of the Seller. The terms hereof shall be without prejudice to any of the Seller's rights under the Contract and/or these Conditions in relation to the Purchaser's failure to make payments on the relevant due date/s. **23.3.** The Seller shall be entitled to suspend and/or terminate the Contract, also with immediate effect, in the event the Purchaser fails to correctly fulfil its obligations to pay the price. In the event one party is put into liquidation or becomes subjected to any form of insolvency proceedings or in the event that the assets of said party change substantially so as to clearly endanger the ability of the same to carry out its obligations hereunder, the other party hereto shall be entitled to terminate the Contract by sending a written notice to that effect. **23.4.** In the event that the Purchaser commits a material breach of any of its obligations under the Contract and these Conditions, then, in addition to any other right of the Seller pursuant to the Contract and/or these Conditions, the Seller shall be entitled to retain, by way of liquidated damages, the advance payment made by the Purchaser, without prejudice in any event to the Seller's right to claim compensation for any further damages suffered.

Art. 24 – Breach of contract and liability.

24.1 The Seller undertakes to comply with the time periods for the performance of the Assistance as provided for under the Contract or as may be agreed in writing between the parties on a case by case basis, provided that the Machinery, premises, resources and equipment of the Purchaser, which are necessary in order to carry out the Assistance, are ready and available for use and that the Purchaser has carried out the activities requested to the same by the Seller in accordance with the timing and in the manner set out in the Contract and/or these Conditions. Otherwise, the above-mentioned time periods shall be extended by a period corresponding to the duration of the delay resulting from the lack of the aforementioned resources and activities. **24.2.** The parties declare that, given the level of technical complexity of the Assistance and the numerous variables associated with it, the Seller shall be deemed liable for any breach or delay relating to the Assistance only in the event of an ascertained material breach directly attributable to the Seller. Possible delays and other non-conformities with respect to the planned activity shall not per se be deemed symptomatic of a material breach on the part of the Seller. The existence or non-existence of a case of material breach on the part of the Seller shall be assessed on a case-by-case basis in light of the fact that the activity provided for under the Contract concerns the solving of technical problems of particular difficulty. **24.3.** If one party, for reasons attributable exclusively to that party, commits one or more material breaches of its obligations under the Contract and/or these Conditions, then the performing party shall be entitled to contest the breach in writing, requesting to the defaulting party to remedy the breach within a period of not less than 20 (twenty) days. The above is without prejudice to the provisions of Article 23 of these Conditions. **24.4.** It is understood that, in the event of breach of the Seller's

obligations arising from these Conditions and/or a Services Contract, both, in general, all remedies not expressly provided for under these Conditions and, specifically, the Seller's liability for damages resulting from the lack of or reduction in production, lack of or reduction in opportunities, lack of or reduction in profits, lack of or reduction in number of contracts, reduction in use and, in general, for indirect and consequential damages shall be excluded.

Art. 25 – Ownership and confidentiality.

25.1. The Purchaser shall keep strictly confidential any technical information (such as, but not limited to, drawings, schedules, documentation, formulae and correspondence and in general the know-how related to the Assistance, received from the Seller or in any way learned during the performance of the Services Contract). The disclosure to third parties of one (or more) of these information shall only take place with the prior written consent of the Seller. **25.2.** It is understood that the Seller shall at all times remain the exclusive owner of the know-how and technology related to the Assistance (as well as of industrial and intellectual property rights relating to any materials to be supplied in the performance of the Contract) and that its use is granted to the Purchaser only for the purpose of the performance of the Contract.

**SECTION IV
GENERAL PROVISIONS**

Art. 26 – Force majeure.

26.1. Force majeure shall mean any act or event which is unforeseeable, beyond the parties' will or control and in respect of which a remedy may not be found in a timely manner (such as, for example, acts of war, even if undeclared, embargo, riot, insurrection, fire, sabotage, natural disaster, epidemics – including but not limited to coronavirus Covid-19 –, acts or provisions of government authorities, strikes called by trade unions, inability to procure raw materials, equipment, fuel, energy, components, labour or transport). **26.2.** Upon the occurrence of any event of force majeure which is such as to prevent either party hereto from fulfilling its obligations hereunder, then the time for the party so affected to fulfil its obligations shall be automatically extended for a period corresponding to the duration of the event of force majeure, without any damages (including liquidated damages) being payable by said party, save for the Purchaser's obligation to pay the amounts due by way of the price, in respect of which the contractually agreed due dates shall remain in full force and effect. **26.3.** In any event, the parties shall take all measures within their power to ensure the reinstatement, within the shortest possible time, of the performance of the obligations which have been delayed as a result of the event of force majeure. **26.4.** Should the parties hereto be unable to carry out their obligations in accordance with the time schedule provided hereunder for a period of 6 months or more as a result of an event of force majeure, then the parties shall meet as soon as possible in order to examine the impact of such events on the terms of the Contract, in particular, on the prices and on the delivery schedule, and they shall come to an agreement as regards the terms and conditions for the continuance of their respective obligations. **26.5** With specific regard to the Covid-19 coronavirus epidemic, if the Contract is signed when such epidemic is already causing delays in one of the parties' business activities and/or a suspension in whole or in part of such activities (or it is foreseeable that it will cause them), the provisions of the above Articles 26.2, 26.3 and 26.4 will still apply, it being hereby agreed to deem the above-mentioned situation in any event as force majeure, although not unforeseeable at – and not supervening in respect of – the time when the Contract was signed.

Art. 27 – Events altering the economic balance of the Contract.

27.1. Without prejudice to the provisions of Article 26 above, if, due to events supervening after the time this Contract has been entered into by the parties, the balance between the parties' respective obligations hereunder alters considerably, thus rendering excessively onerous the obligations of one of the parties hereto, then the party so affected may request that the parties' respective obligations be realigned. It is in any case agreed that increases in the cost of energy for the operation of industrial plants and/or technological innovations, shall in no way be invoked by the Purchaser pursuant to this Article 27. In the event of disagreement between the parties, then the matter shall be submitted to the exclusive jurisdiction of the Courts referred to under Article 29 below. **27.2.** In case an event as the ones referred to under Article 27.1 above concerns increases in the

prices of raw materials and/or components and/or logistics and/or transport necessary for the execution of the supply by the Seller, the latter shall have the right to communicate such circumstance to the Purchaser, requesting the renegotiation of the relating contractual conditions according to a criterion of reasonableness (provided that the Seller, in case of a Machinery Contract or Spare Parts Contract, does not prefer to make use of the adjustment clause provided for under Article 7.5 above). Said request shall be executed under penalty of forfeiture prior to the performance of the Contract (or, more specifically, prior to the delivery of the goods in the case of a Machinery/Spare Parts Contract or prior to the start of assistance services in the case of a Services Contract) and, should the parties fail to reach an agreement within 30 (thirty) days from such request, the Seller may withdraw from the Contract without incurring any costs or charges, but with the obligation to return to the Purchaser all the sums paid by the latter, up to such time, by way of price.

Art. 28. – General Provisions (No assignment of the Contract. Assignment of credits. Written form. Restrictive Measures).

28.1. Neither party hereto may assign the Contract without the prior written consent of the other party hereto. **28.2.** However, the Seller shall be entitled to assign, in whole or in part, to third parties its credit relating to the payment of the sums due from the Purchaser under the Contract. The Seller shall not be obliged to obtain the Purchaser's consent to any such assignment of credit, and it is understood that, with regard to providing notice of any such assignment, to the extent necessary so as to ensure a valid and effective assignment of the credit, a simple written notice thereof to the Purchaser shall suffice. **28.3.** The Contract supersedes any and all prior agreements between the parties, be they oral or in writing. The Contract may be amended only in written form. All notices provided under the Contract must be given in writing. **28.4.** The Seller is obliged to comply and enforce compliance with the measures of the European Union (as well as of Italy) concerning exports to Russia. Consequently, the Purchaser undertakes not to export to Russia, or for use in Russia, goods that are subject to the sanctions of the European Union. In the event of an infringement, the Seller shall be entitled to apply any remedy permitted by applicable law regarding material breaches.

Art. 29 – Governing Law. Jurisdiction.

29.1. These Conditions and any related Contract shall be governed by Italian law. **29.2.** Any dispute that may arise from the validity, effectiveness, interpretation, application, execution of these Conditions and/or any related Contract shall be settled exclusively by the Courts of the location of the Seller's registered offices.

Art. 30 – Processing of Personal Data.

30.1. With regard to the processing of the Purchaser's personal data collected through the Portal for the performance of the Contract, reference is made to the Privacy Policy, already accepted by the Purchaser when accessing the Portal and always available at the following link: <https://myportal.scmgroup.com/it/privacy-policy>.

Art. 31 – Consumers.

31.1 It is hereby clarified that these Conditions shall also apply to Contracts entered into with Consumers (as defined below), it being understood that the mandatory rules provided by law for such types of contracts shall apply in derogation of the provisions of the present Conditions which are in breach of said mandatory rules and to the extent of such breach. **31.2** In particular, the Consumer shall always have the right to withdraw from the relevant Contract within 14 (fourteen days) to be calculated respectively (i) from the date of conclusion of the Contract in case of a Services Contract or (ii) from the date of receipt of the goods in the case of a Machinery and/or Spare Parts Contract, by means of written notice to be sent directly through the Portal within the aforementioned term. This, without the Purchaser/Consumer being required to provide any specific reasons and with refund in favour of the same of all amounts paid to the Seller up to that moment (including delivery costs). Said refund shall be made without undue delay and in any case no later than 14 (fourteen days) days after the Seller receives the aforesaid notice of withdrawal (without prejudice to the Seller's right - in case of withdrawal from a Machinery and/or Spare Parts Contract - to suspend the refund until the receipt of the goods or until the Purchaser proves that the goods have been dispatched, if this occurs earlier), using the same means of payment as used by the Purchaser, unless the Purchaser has expressly agreed otherwise (therefore, as the case may be, by crediting the account indicated by the Purchaser, though communication by the latter of the relevant IBAN, or by re-crediting the credit card used by the Purchaser for the payment). In any event, the direct costs of returning the goods shall be borne by the Purchaser. **31.3** With regard to the jurisdiction, in case

of a Contract with Consumers, the resolution of any dispute arising from the same shall be submitted to the exclusive jurisdiction of the Court where the Consumer has its residence or domicile, in derogation of Article 29 above. **31.4** Furthermore, in the case of a Contract with a Consumer – by way of derogation from the foregoing – delivery of the goods purchased through the Portal shall be made to the place indicated from time to time by the Customer in the form that the latter shall fill in when placing the order. **31.5** “Consumer” shall mean any natural person acting for purposes which do not fall within her/his commercial, business or professional activity.

The Seller



Acceptance of vexatious clauses

In accordance with the applicable law, the Purchaser specifically approves the clauses contained in the following articles: **Art. 1** (Scope of application. Point&Click. Waiver of objections. Declarations of the signatory); **Art. 3** (Definition of the supply. Expert’s decision); **Art. 4** (Subject matter of Machinery/Spare Parts Contract. Expert’s decision), **Art. 5** (Payment. Claims. Suspension. Termination. Liquidated damages. Application software for the functioning of machinery.); **Art. 6** (Delivery. Delivery dates. Postponement. Exclusion of liability. Liquidated damages. Storage and Termination); **Art. 7** (Packaging. Delivery. Transfer of risks. Transport costs and relevant modifications); **Art. 8** (Storage of goods. Assembly. Time schedule. Risks); **Art. 9** (Acceptance test. Reports. Defects. Liability. Remedies); **Art. 10** (Warranty for Machinery Contracts; Subject matter and period of the warranty; Limitations of liability. Exclusion of other remedies); **Art. 11** (Warranty for Spare Parts Contracts; Subject matter and period of the warranty; Limitations of liability. Conditions for the return of spare parts. Exclusion of other remedies); **Art. 12** (Limitations of liability); **Art. 13** (Confidentiality. Intellectual and industrial property rights); **Art. 14** (Subject matter of the Services Contract. Declaration of conformity of the machinery to safety laws and regulations); **Art. 15** (Carrying out of the Assistance. Exclusion of Liability. Acceptance of Assistance); **Art. 16** (Modifications to the carrying out of the Assistance. Modification of price. Exclusion of Liability); **Art. 17** (Delivery and packaging. Passing of risks); **Art. 18** (After-sales service related to materials. Conditions for “non-commercial” components); **Art. 19** (Warranty for Services. Subject matter and period of the warranty. Terms for returns. Limitations of liability. Terms for reporting defects. Exclusion of further remedies); **Art. 20** (Obligations to cooperate. Reimbursement and payment of expenses); **Art. 21** (Safety obligations. Indemnification); **Art. 23** (Payments. Disputes. Forfeiture. Suspension. Termination); **Art. 24** (Breach. Liability. Limitations of liability); **Art. 25** (Ownership and confidentiality); **Art. 26** (Force majeure); **Art. 27** (Events altering the economic balance of the Contract; Seller’s withdrawal); **Art. 28** (Restrictive Measures); **Art. 29** (Governing Law. Jurisdiction); **Art. 31** (Application to Contracts with Consumers. Right of withdrawal. Imperative Jurisdiction).