

REFLEXALLEN SPA GENERAL SALES CONDITIONS (GSC)

Customer: the company identified with stamp and signature at the foot of these GSC.

Seller: Reflexallen s.p.a. with registered office in Italy - Guiglia (Mo) via Per Serravalle 283, and by this is meant all the companies, subsidiaries/parent companies, that are part of the Reflexallen Group

Products: shall mean the products marketed by the Seller and indicated in the Order Confirmation

Special Conditions: shall mean the special conditions indicated in the Order Confirmation by the Seller

Parties: Seller and the Customer

INTRODUCTION

- 1.1 These General Conditions of Sale apply, together with the Special Conditions, to all orders of the Customer ('Orders') and Order Confirmations of the Seller (as defined below). In case of contradiction, the Special Conditions shall prevail.
- 1.2 The Special and General Conditions represent the agreement reached between the Parties and supersede and replace any other agreement previously made between them, whether in writing or verbally.
- 1.3 Any amendment or integration of these Special and General Conditions shall be agreed between the Parties in writing.
- 1.4 The invalidity of one of the individual conditions shall not automatically affect the validity of the entire contract, i.e. the Special and General Conditions (hereinafter jointly referred to as the 'Contract') or the Order.
- 1.5 The fact that one of the Parties refrains, even several times, from demanding the punctual fulfilment of this Contract from the other Party shall not imply any waiver of the full exercise of the rights arising from the Contract itself.

2. ORDERS

- 2.1 Orders must be submitted by the Customer in writing, by e-mail. The minimum amount for each order shall be at least EUR 500.00 excluding VAT. Orders of a lower amount and/or dictated by telephone shall not be taken into consideration.
- 2.2 Each Order is to be considered individually, therefore, it cannot be combined or cumulated with previous Orders already placed in order to reach the minimum amount of Euro 500.00.
- 2.3 The Order shall only be deemed finalised, i.e. valid and accepted by the

Seller, if confirmed in writing by the Seller by sending the Customer an order confirmation (hereinafter referred to as 'Order Confirmation') and these General Terms and Conditions. The sale contract shall be deemed finalized and concluded between the Parties upon the Customer's acceptance in writing of the General Terms and Conditions and the Order Confirmation or, in any case, 2 (two) working days after the latter have been sent to the Customer, by tacit acceptance

- 2.4 Any changes, substitutions or additions shall be agreed upon, from time to time, in writing between the Parties within 2 (two) days from receipt of the Order Confirmation.
- 2.5 If the Customer discovers any errors and/or discrepancies with respect to the Order sent, it shall promptly notify the Seller within 2 (two) working days of receipt of the Order Confirmation; otherwise the Seller shall produce and deliver the products ordered to the Customer on the basis of the Order Confirmation.
- 2.6 The preparation of the ordered Products is subject to the availability of raw materials. Delivery of all or part of the Order is subject to the Seller's ability to obtain products, raw materials and services from its usual suppliers. For these reasons, the Customer has the right to cancel the Order and withdraw from the Contract provided that it gives prompt notice in writing, and no later than 24 hours if Italian, and 48 hours if foreign, from the time the Seller communicates the unavailability of raw materials and unless production has already started. The Seller reserves, in any case, the right to charge the costs relating to the purchase of material and/or work already carried out for the production of the Products ordered

3. CUSTOMISATIONS, PRODUCT FEATURES

- 3.1 The Customer is entitled to request the production of customized Products. It is understood that for all Products, not only customized Products, there is a tolerance of +/- 5% on the quantity originally ordered. Therefore, the Seller shall not be liable for any surplus or shortfall within the 5% limit.
- 3.2 If the Product is a commissioned Product of the Customer, i.e. it has been commissioned according to the Customer's design and/or model (variants), the Seller shall not be liable

for any defects and/or flaws resulting from incorrect design and/or variants prepared by the Customer.

- 3.3 Any information or any data concerning the characteristics and/or technical specifications of the Products contained in the technical data sheet, brochures, price lists, catalogues, prospectuses are purely indicative and are binding only if expressly referred to in the individual Special Conditions.
- 3.4 The Seller reserves the right to make any technical changes to the Products, even during the execution of the Order or when the Order has already been executed, which, without altering the essential characteristics of the same and at its sole discretion, may be necessary or opportune for a better use of the same.

4. DELIVERY

- 4.1 The date stated in the Order Confirmation is to be understood as indicative and refers to the availability at the Seller's premises of the Products ordered. Under no circumstances may the term be considered as an essential deadline, nor as an assumed delivery date at the Customer's premises. Therefore, failure to deliver by the date indicated shall not entitle the Customer to terminate the Contract, nor shall it entitle him to any damages for alleged delay.
- 4.2 Execution of the Order is suspended in the event of non-payment of invoices by the Customer. In this case, the delivery terms shall be rescheduled from the date on which the debt situation is remedied by the Customer, without prejudice to the Seller's right to cancel any remaining Orders. The right of the Seller to terminate the Contract unilaterally with immediate effect as provided for in Article 6.5 shall remain unaffected.

- 4.3 Responsibility for the Products shall pass to the Customer upon delivery, Ex Works. It is understood that the risks of loading the goods onto the vehicles and those of transport are the sole responsibility of the Customer, even if the Products are loaded and/or transported by the Seller, even if by means chosen by the latter.

- 4.4 The Customer is obliged to collect the Products. Failure to collect the Products and materials duly ordered shall not exempt the Customer from payment.

5. WARRANTY

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5.1 The Seller warrants its Products for a period of 6 (six) months from the date of delivery. The warranty is limited only to the Products sold by the Seller and not to machines and/or equipment on which the Products may be fitted.

5.2 The Customer shall examine the goods upon arrival. Any obvious defects must be communicated in writing within 7 (seven) calendar days from delivery, while hidden defects must be communicated in writing within 8 (eight) calendar days from the date of discovery and in any case within the warranty period. The Customer is obliged, from the moment of discovery of defects on the Product, to immediately stop using or assembling it.

5.3 The guarantee offered by the Seller, with a duration of 6 (six) months from delivery, entails, following written agreement between the Parties, the repair or replacement of Products that prove to be defective, in the shortest possible time, and in any case within the terms agreed from time to time, or the issue of a credit note in favor of the Customer. It is understood, however, that for the purposes of this guarantee, defective Products are only those with design, material or construction defects attributable to the Seller.

5.4 There shall be no warranty obligation on the part of the Seller for marginal differences in the appearance of the Product that do not affect its functioning. The guarantee shall not apply if the Customer or others commissioned by him or others in the distribution chain

- makes modifications, replacements, carries out repairs or other interventions without the written consent of the Seller,
- does not keep the Products in accordance with their technical and constructional characteristics;
- does not carry out proper maintenance;

6. PRICE AND PAYMENT

6.1 The prices of the Products are those indicated in the price list communicated to the Customer by the Seller and in force for the delivery dates entered in the Order Confirmation sent to the Customer

6.2 If the object of the Order is Products made on the basis of specific modifications, substitutions or additions requested by the Customer as provided for in point 2.4, the

variations will be subject to separate quotation.

6.3 If the Customer requests a customized Order as provided for in points 3.1 and 3.2, the price shall be quantified on the basis of the agreed characteristics.

6.4 Payment shall be made according to the agreed terms and conditions as specified in the individual Order Confirmation. In the event of advance payment, the Order Confirmation containing the estimated delivery date will be shared with the Customer only after actual receipt of payment.

6.5 Payment terms are essential elements and any default in payment shall constitute the right of immediate termination of the Contract by the Seller with the simultaneous right to suspend any delivery and/or and to cancel any remaining orders, without any obligation to give prior notice in accordance with Art. 4.2, in addition to any right to compensation for direct and indirect damages suffered due to the non-payment of the ordered Products.

6.6 In the event of delay in the agreed payments, even of a single due date, default interest shall be charged pursuant to Legislative Decree No. 231/02, and the Customer shall automatically forfeit the benefit of the term even for invoices not yet due. Furthermore, the Customer shall not be able to assert any default by the Seller if it is not in good standing with its payments.

6.7 Prices are subject to increase prior to delivery in the event of objective factors beyond Reflexallen's control that may justify a price increase (e.g. change in applicable laws, increases in taxes and duties, exchange rate fluctuations, increases in delivery costs) up to a maximum threshold of 10% of the original prices

7. SELLER'S LIABILITY

7.1 Il The Seller shall not be liable for direct or indirect damage to persons, animals or property if

- a) the damage is caused by: negligence, carelessness, improper and/or incorrect use by the Customer and/or its auxiliaries lack of, or poor or incorrect maintenance of the Products modifications or tampering with the Products supplied;
- non-compliance with any instructions provided by the Seller;
- use of non-original spare parts;
- violations of accident prevention and safety regulations;

b) the person who has suffered damage, although knowing of the existence of the defect, has wilfully ignored it, thereby exposing himself to danger.

8. EXPRESS TERMINATION CLAUSE

8.1 The Seller may terminate the Contract unilaterally with immediate effect by means of a written notice to be sent by registered letter with return receipt or PEC, in the following cases

- In the event of non-compliance with essential payment terms;
- If the Customer is subject to insolvency proceedings;

9. INTELLECTUAL PROPERTY

9.1 Trademarks, whether registered or unregistered, symbols, names, and any other distinctive signs referable to and used by the Seller with respect to the Products, as well as patents, drawings, designs, documents, technical diagrams and manuals are the exclusive property of the Seller and may not be altered, modified, removed, or disclosed to third parties, unless authorized in writing by the latter.

9.2 The Customer undertakes to promptly notify the Seller in writing if it becomes aware of

- of any infringement or suspected infringement of its trademarks and/or patents as well as technical documentation and related intellectual property rights;

- of any claim or dispute on the basis of which a third party asserts rights of any nature whatsoever in respect of trade marks, patents and technical documentation and related intellectual property rights

9.3 The Customer shall provide all reasonable assistance, as requested by the Seller, in connection with any measures taken or to be taken in connection with the knowledge of violations or suspected violations and reports or objections under this Article

10. CONFIDENTIALITY

10.1 Information in any way rendered and/or collected by the Parties in connection with the Order shall not be used for purposes other than those contemplated by these General Conditions and/or the Order, nor shall it be disseminated or communicated to third parties without the prior written consent of the Party concerned by the information communicated.

10.2 Each Party undertakes to communicate and to make its employees and all those who, for

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whatever reason, have collaborated or are collaborating in the execution of the services object of the Order, comply with the confidentiality obligations set forth in this article.

- 10.3 Should the Contract be terminated, each Party undertakes, at the request of the Interested Party (i) to destroy all copies of documents containing the information and to promptly give evidence thereof to the Interested Party (ii) to return all copies containing the information and to give evidence thereof to the Interested Party

11. FORCE MAJOR

- 11.1 The Seller shall not be liable for non-performance of this Contract, or otherwise liable to the Customer, if the non-performance depends on and is closely connected with events that are classifiable as Force Majeure, and are therefore beyond the reasonable control of the latter such as, but not limited to strikes, boycotts, embargoes or other similar sanctions, riots, insurrections, declared or undeclared states of war or belligerency, or risk or danger of war, epidemics, pandemics, natural disasters, acts of terrorism, civil commotion, destruction of buildings or essential materials due to natural disasters accidents to equipment or persons, non-acceptance of important parts during the various stages of processing, interruption or delays in deliveries of raw materials by sub-suppliers, delays in transportation of raw materials, or any other unmentioned cause that forces the Seller to interrupt and delay production.

- 11.2 If a Force Majeure event occurs, the period for performance shall be automatically extended for the entire period during which the Force Majeure event exists.

- 11.3 If the cause of Force Majeure lasts for more than 30 Days, the Seller shall be entitled to terminate this Contract without being in default. In this case, the Seller shall return what has been paid by the Customer, net of the expenses incurred by the Customer up to that moment for the execution of the Order (including the expenses for the purchase of materials and raw materials, expenses for the production of the Products etc.).

12. PRIVACY

- 12.1 The Parties hereby declare that they fully comply with current Italian

legislation on the protection of privacy, also with reference to EU Regulation 679/2016, and, consequently, to process the personal data they respectively hold, in full compliance with the principles and provisions in force in their respective countries

13. DISPUTES

- 13.1 These General Terms and Conditions of Sale shall be governed by the national law of the country in which the Seller has its registered office, as resulting on the date of conclusion of the contract.

- 13.2 All disputes concerning the interpretation, existence, validity, effectiveness, execution and/or termination of these General Terms and Conditions and/or in any case in connection with the same shall be subject to the exclusive jurisdiction of the Court of the country in which the Seller has its registered office.

- 13.3 In the event of any conflict between the rules established by the competent authorities and the present Contract, such rules shall prevail. Competent authorities include, but are not limited to, courts of law or independent administrative authorities.

For full acceptance (place and date)

Customer's stamp and signature

The parties declare that they have taken note of the above conditions of sale in their entirety. Pursuant to and for the effects of articles 1341 and 1342 c.c., the Customer declares that he specifically approves the contents of the following clauses: 2. ORDERS; Art. 3 CUSTOMISATION, PRODUCT FEATURES; Art. 4 DELIVERY; Art. 5 WARRANTY; Art. 6 PRICES AND PAYMENT; 8. EXPRESS TERMINATION CLAUSE; Art. 13 DISPUTES

Customer's stamp and signature