

## GENERAL CONDITIONS OF SALE

which regulate the offer shown and shall regulate (mutatis mutandis) the sale if completed.

These General Conditions of Sale ("Terms") - abbreviated as "CoS" - govern the terms and conditions under which SO.GE.SE. S.r.l., with registered office in Via delle Colline 100 - 57014 Guasticce - Collesalveti (LI), VAT no. 00621940493 and Livorno Chamber of Commerce no. 64456 ("SO.GE.SE."), offers marketed goods and merchandise. All established contracts for the sale of products by SO.GE.SE. are governed by the General Conditions of Sale, which form an integral and substantial part of any proposal, order and purchase order confirmation.

### Article 1: Offer and acceptance

1.1. All offers made by SO.GE.SE. are made on an indicative basis and are subject to final confirmation; therefore, they are not binding for SO.GE.SE. until a final decision is made and confirmed by SO.GE.SE. itself following the Client's indication that they wish to proceed with the purchase.

1.2. If an offer is accepted by the Client, SO.GE.SE. reserves the right to confirm or reject acceptance and clarification of the conditions, and will finalise the contract within three working days of receipt of acceptance. The Client will be informed of this via any relevant means of contact (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.). In any event, SO.GE.SE. reserves the right, without resulting in any non-compliance, to not proceed with a supply should, from the time that the order is definitively accepted up until the date that the goods are delivered, costs vary due to increases in taxes or transport rates, or it emerges that the Client has been made insolvent or debts that compromise their reliability come to light. SO.GE.SE. also reserves this right if the Client fails to pay, within the established terms, the agreed security-deposit, down-payment or advance amounts as set out in the sale agreement, accepted offer or any other subsequent agreement accepted by the parties, as well as by virtue of the express termination clause referred to in Article 11.

### Article 2: Subject of contract

2.1. The subject of the contract is the sale by SO.GE.SE. of the goods specified in the offer, the relevant Transport Document, Sale Invoice, 'Interchange' Document or 'Release' Document (which is used to notify the Client that sold goods are available for collection, after documents proving the Client's willingness to proceed with the purchase are provided and upon payment of the price of sale by the Client) to the Client.

The sale referred to in these CoS shall in any event be invoiced on the date that the Transport Document is signed at the depot designated by SO.GE.SE. or, if earlier, on the date that the Interchange Document is issued by the depot designated by SO.GE.SE. when the goods are released, unless otherwise expressly agreed in written agreements accompanying the CoS. The parties acknowledge and expressly agree that, in any event and unless otherwise agreed in writing between the parties, any payment for the sale shall be due from the Client from the date from which SO.GE.SE. informs the Client that the goods are available for collection at the designated place/depot, regardless of the actual date on which the Client collects the goods and signs the Interchange Document of Transport Document.

### Article 3: Terms of delivery

3.1. Preparation of goods in accordance with the Client's specific requirements shall be carried out at the expense of the Client at the depot designated by SO.GE.SE. The terms of delivery/goods being made available, where specified, are merely indicative and are not in any way binding to SO.GE.SE., which shall be exempt from any liability in this respect, including with regard to the validity of the sale agreement, unless otherwise expressly agreed in writing. SO.GE.SE. shall inform the Client via any relevant means of contact (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.) of the delivery date of the sold goods or when the good are available to collect at the depot designated by SO.GE.SE., with at least two days' notice where possible.

3.2 When the goods covered by this contract are delivered, the signing of the Transport Document by the Client or designated individual who deals with receipt of goods shall confirm that the vehicle used to transport the goods is not kept behind for more than 60 minutes after arrival. Otherwise, the Client will be charged for all additional costs and charges that SO.GE.SE. will be forced to incur due to prolonged stay of the vehicle.

3.3 In instances where it is established that the Client must collect the goods directly from premises owned by SO.GE.SE. (or a specific place designated by the company), the parties expressly agree that the Client must collect the goods on the availability date communicated by SO.GE.SE. (this availability date can also be defined as the release date and is the date from which the goods being sold are available for collection by the Client at the storage location designated by SO.GE.SE.), which the Client will be informed of via any relevant means of contact (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.). This communication advises that goods are ready for delivery and are available to the Client. The parties acknowledge and expressly agree that, from this point on, the sale price must be paid by the Client and that the Client will be charged this amount from the date of delivery or from the date that the goods are made available (communicated by SO.GE.SE.), regardless of whether or not the goods are actually collected, except in the event that SO.GE.SE. incurs extra expenses due to the failure to collect the goods in a timely manner (this includes, but is not limited to, goods that have not been collected taking up production space, which may result in charges due to prolonged stays or the goods themselves having to be moved). Unless otherwise agreed in writing and in a precautionary manner with respect to the above, the parties also agree, from this point on, to a penalty of €25.00 for each day that collection of goods by the Client is delayed beyond the availability date specified by SO.GE.SE., until the Client actually retrieves the goods. This penalty will be automatically due, without the need for formal notice to be provided. The parties acknowledge and expressly agree that, beyond a period of eight days after the goods are made available (unless otherwise agreed in writing), any obligation on the part of SO.GE.SE. to store the goods will automatically cease. The latter will therefore not be liable for any damage to the goods, which will remain the sole responsibility of the Client.

3.4 By signing this contract, the Client expressly declares that they are fully aware of the noise level produced by the goods being leased. Therefore, the Client must put the goods being leased in a place where they cannot disturb or cause damage to third parties, in full compliance with noise-emission regulations. In relation to both third parties and the competent authorities, the Client assumes all responsibility for this, relieving SO.GE.SE. from any responsibility in this area, and undertakes to indemnify and hold harmless SO.GE.SE. for any damage caused.

3.5 By signing this contract, the Client expressly declares that they are fully aware of all the technical characteristics of the goods sold and, in particular, that the structure of the goods enables them to be filled in a static position on the ground only and that lifting and transporting goods that have not been emptied is extremely dangerous and absolutely forbidden.

3.6. The parties acknowledge and agree that SO.GE.SE. is exempt from any liability for any direct or indirect damages that the Client or third parties may suffer due to the sold goods being transported, moved and lifted in a way that violates the safety measures and instructions provided by SO.GE.SE. In this instance, the Client shall be the sole party responsible and undertakes to indemnify and hold harmless SO.GE.SE. for any challenge made against the company for whatever reason and for any harmful economic and financial consequences.

3.7 All documents and certificates that prove necessary to comply with national and/or local regulations, which are not explicitly required or listed within the offer itself, shall be, if required, listed separately after the offer is accepted and the Client will bear all costs for these. It is understood that SO.GE.SE. reserves the right to consider the possibility of issuing certifications that, due to their specificity, may - in SO.GE.SE.'s sole opinion - no longer be available due to a late request made by the Client.

### Article 4: Client Obligations

4.1 Where necessary for using and operating goods, proper connections to mains, sewerage, water and electrical energy supplies, which must be the correct supply in line with the technical specifications of the good (without resulting in voltage fluctuations), are required to keep the sold good in sound working order, as detailed in the product information and rules of conduct, shall remain at the sole expense of the purchaser.

4.2 Ensuring that an area is suitable for the unloading and arranging of goods, with respect to the specific characteristics of the goods themselves, remains the sole responsibility of the purchaser.

4.3 With respect to any malfunctions and/or damage to goods caused by incorrect connection to mains, sewerage, electricity and water supplies, by a lack of and/or incorrect supply of electricity, or by the unsuitability of an area used to unload and arrange the goods, these shall be the sole responsibility of the Client with SO.GE.SE. fully exempt. SO.GE.SE. cannot be held liable, both in relation to the Client and any third parties, for these malfunctions and/or damages, including damage that may be caused by the goods themselves, for any reason. The parties acknowledge and agree that SO.GE.SE. is exempt from any liability for any direct or indirect damages that the Client or third parties may suffer as a result of the use, non-use, misuse and misplacement of goods sold, as well as for any damage to anything that is placed or stored inside the goods, even in the event there are malfunctions or defects with the goods. In this instance, the Client shall be the sole party responsible and undertakes to indemnify and hold harmless SO.GE.SE. for any challenge made against the company for whatever reason and for any harmful economic and financial consequences.

4.4 With regard to sold goods equipped with electrical and temperature control and management systems, the Client declares that they understand and have read instructions regarding the use and maintenance of said goods, and must: - strictly follow all instructions and recommendations provided with regard to the use of the temperature-control unit; - ensure that all maintenance work is carried out correctly and by qualified personnel; - immediately inform SO.GE.SE. of any irregularity in the operation of the unit, if covered by warranty; - avoid making any changes to both the electromechanics and structure (box). Violation of these obligations by the Client will result in the cancellation of the warranty period, if a warranty has been agreed in writing.

4.5 With respect to positioning and using the goods, the Client must comply with all the laws, regulations and town-planning/health-and-hygiene regulations in force and to comply with all directives and instructions provided at any time by SO.GE.SE.

4.6 The Client must keep and maintain the goods in an area free from any sort of restrictions that may be imposed by third parties.

4.7 From the moment that the goods are delivered and for the entire duration of the warranty, if applicable, the Client must ensure that the goods sold are properly preserved, maintained and kept in good working order and to take all appropriate precautions to prevent any possible damage to the goods, including, but not limited to, malfunctions caused by a lack of maintenance work. Violation of this obligation by the Client constitutes a very serious breach and will result in the subsequent cancellation of the warranty.

4.8 Concerning the use and regular maintenance of the goods, the Client must strictly follow instructions provided by SO.GE.SE., especially with regard to regular maintenance work, and must not alter the goods' technical (electrical, water, refrigeration and air conditioning systems, etc.) and mechanical equipment. Violation of this obligation by the Client constitutes a very serious breach and will result in the subsequent cancellation of the warranty, if applicable.

4.9 During the warranty period, if applicable, SO.GE.SE. has the right, at any time, to inspect or have inspected sold goods that are not functioning properly. Should the Client impede said inspections, this will constitute a very serious breach and will result in the subsequent cancellation of the warranty.

4.10 If a warranty period is applicable, the Client is obliged to report to SO.GE.SE., within 24 hours of finding a fault and via a detailed message sent by Certified Email, email or registered letter with return receipt, any potential damage to or malfunctions with the goods. In this case, repair and/or restoration of the sold goods to working order, with respect to faults that the Client is not responsible for (required due to a lack of regular maintenance work, for example), will be carried out by SO.GE.SE. in the manner it deems most appropriate, which may include the use of external specialist personnel: this service may either result in the Client being charged or be free of charge, depending on the type of warranty coverage contractually agreed by the parties within the sale agreement. If there is no specific agreement, the technical assistance work must be paid for and is at the full expense of the Client. SO.GE.SE. reserves the right to replace, at any time, sold goods that are not functioning properly with other equivalent goods with the same technical characteristics. In this instance, these CoS, as well as all other conditions governing the contractual relationship between the parties, shall automatically apply to the substitute goods as well.

#### **Article 5: Complaints**

5.1. Any complaints or reports of defects by the Client must be sent in accordance with law and in writing (otherwise they shall be rendered void) by registered letter with return receipt, or by Certified Email, to SO.GE.SE.'s registered office or to the Certified Email address listed in public registers.

#### **Article 6: Payment terms and conditions**

6.1. The payment terms set out in the offer are indicative and must be approved by the administrative and financial department when the order is confirmed; if there is a change to the payment method, SO.GE.SE., through its competent commercial branch, undertakes to inform the purchaser of this via any relevant means (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.), who will then have 3 days to accept the change or reject it; if, after 3 days, no written communication has been received from the purchaser, the new payment terms shall be considered irrevocably accepted.

6.2. The parties acknowledge and expressly agree that the Client will bear and pay all charges, expenses, surcharges, duties, taxes and levies related to the sale, at the agreed price, in accordance with the applicable tax/fiscal provisions in force, as well as all expenses related to payment methods, including, but not limited to, bank charges incurred for the payment of an invoice.

6.3 Payment must never be blocked or suspended by the Client for any reason whatsoever. Any suspension of payment made unilaterally by the Client will constitute a serious breach.

6.4 The parties acknowledge and expressly agree that, in the event that the Client declares that they cannot or do not wish to receive or collect the goods purchased from SO.GE.SE. after accepting the sale offer, SO.GE.SE. shall be entitled to terminate the contract, stop deliveries or collections of goods but that the Client must still pay SO.GE.SE. amounts corresponding to the value of the goods that were previously purchased but not subsequently collected for reasons that are not attributable to SO.GE.SE., except in the event that SO.GE.SE. incurs extra expenses due to supplies being stopped.

6.5 The contractually established sale price does not include any additional costs and charges that may arise from the issue, at the Client's request, of certifications, declarations and/or any other type of documentation concerning the characteristics of the goods sold. These costs will be invoiced separately and charged in full to the Client, together with the first sale invoice.

#### **Article 7: Payment delays**

7.1. If payments of sums due are delayed or not paid within the agreed terms, the purchaser is in default of law and SO.GE.SE. may charge default interest in accordance with Legislative Decree no. 231/02 and subsequent amendments. In this case, the Client shall bear sole responsibility and shall be charged with all costs, both judicial and extra-judicial, necessary to recover the debt and, if necessary, to recover goods (including, but not limited to, costs incurred for collecting the goods from the Client's premises and transporting them to the location designated by SO.GE.SE.), which SO.GE.SE. will be forced to incur.

7.2. Payments from the Client will first cover expenses (if due), then interest and, finally, capital, starting from the oldest invoice.

7.3 The purchaser hereby expressly authorises SO.GE.SE. to assign to third parties, even partially, all receivables claimed (with no exceptions) as a result of this contract.

7.4 The parties acknowledge and expressly agree that a delay in paying or failure to pay the sale price and all amounts due from the Client within the agreed terms, or any breach of contractual obligations by the Client, will result in SO.GE.SE. having the right to suspend technical assistance work during the warranty period, the supply of spare parts covered by warranty and any other service, option or right granted to the Client by virtue of the CoS - if these are expressly provided for in the CoS - without any written notice, until all outstanding debts are settled.

#### **Article 8: Price variation**

8.1. From this point on, the Client accepts any variations in the price stated in the offer, provided that these do not exceed 10%, should circumstances arise that result in SO.GE.SE.'s costs varying (i.e. legal provisions, increases in raw materials, storage costs, suppliers and/or sub-suppliers changing their prices, etc.).

#### **Article 9: Liability**

9.1. The parties acknowledge and agree that SO.GE.SE. is exempt from any liability for any direct or indirect damages that the Client or third parties may suffer as a result of the purchase, use, non-use and placement of goods sold, as well as for any damage to anything that is placed or stored inside the goods, even in the event there are malfunctions or defects with the goods. In this instance, the Client shall be the sole party responsible and undertakes to indemnify and hold harmless SO.GE.SE. for any challenge made against the company for whatever reason and for any harmful economic and financial consequences.

#### **Article 10: Retention of title**

10.1. The goods covered by the offer and subsequent sale agreement only become the property of the Client upon total payment of the full sale price. Until then, they remain the property of SO.GE.SE.

10.2. In the event that SO.GE.SE. delivers goods to the Client and the sale price for these has not yet been paid in full by the latter, the Client shall be the custodian of said goods. In this case, the Client is obliged to take action and to cooperate whenever SO.GE.SE. puts in place any measures aimed at protecting these goods and its right of ownership over them. Throughout the period during which the Client is in possession of the goods (including when they are in transit) until the price is actually paid in full, the Client must use the goods for day-to-day business operations with the utmost diligence and solely for the intended use agreed, complying fully with safekeeping obligations and taking all necessary measures and precautions to ensure that SO.GE.SE.'s retention of ownership and the integrity of the goods are not jeopardised in any way, and ensuring that the goods are always kept in a good condition without making any changes to their intended use and without altering customs information or identifying information. Until the sale price is paid in full, the Client assumes (from this point on) sole responsibility, both in relation to SO.GE.SE. and third parties, for fires, theft, frost, destruction or loss of goods and for any damage to them or caused by them, even as a result of force majeure or exceptional occurrences/accidents.

10.3. Should third parties seize or sequester goods given to the Client, which are under the ownership of SO.GE.SE., or if they impose or intend to impose a lien on, or lay claim to, said goods, the Client must immediately take action to stop such action and must immediately inform SO.GE.SE. in writing, so that the latter can take action through all the relevant channels to enforce its right of ownership. The Client shall bear sole responsibility and will be charged in full for

any damages, financial or otherwise, that SO.GE.SE. will be forced to incur as a result of such actions by third parties, as well as all costs, both extrajudicial and judicial, that the company will be forced to incur to defend itself and make its case.

10.4. As long as the goods are under the ownership of SO.GE.SE., the Client may use them for day-to-day business operations, complying fully with safekeeping obligations and taking all necessary measures and precautions to ensure that SO.GE.SE.'s right of ownership and the integrity of the goods are not jeopardised in any way. The Client cannot pledge, or put up as collateral, goods whose ownership is retained. Concerning the use and regular maintenance of the goods, the Client must strictly follow instructions provided by SO.GE.SE. and must not alter the goods' systems or original mechanics. Violation of this obligation by the Client constitutes a very serious breach.

10.5. The Client must do the utmost to keep goods given to them, which are under the ownership of SO.GE.SE., in a good condition, complying full with safekeeping obligations and ensuring that they remain recognisable as the property of SO.GE.SE. The Client shall, in any event, be held solely responsible for fires, theft, destruction or loss of retained-ownership goods and for any damage to them or caused by them, even as a result of force majeure or exceptional occurrences/accidents. Until the sale price is paid in full and, therefore, as long as the goods remain under the ownership of SO.GE.SE., the Client must only use the goods at the location specified in the CoS and must not move them from this location. If they need to move the goods to a different location, they must ask SO.GE.SE. for prior written authorisation.

10.6. If the Client does not fulfil their payment obligations in a timely manner or if it is feared that this may occur (it may emerge that the Client has been made insolvent or debts that compromise their reliability come to light), SO.GE.SE. may immediately regain possession of the retained-ownership goods provided, which must be returned by the Client without delay.

10.7. If the Client fails to promptly return goods in the event of a scenario referred to in paragraph 10.6., SO.GE.SE. will be free to take legal action through all the relevant channels, which may also include acting against third parties, to regain possession of, and access to, said goods. In this instance, the Client shall bear sole responsibility and will be charged in full for all costs, both extra-judicial and judicial, that the company will be forced to incur to make its case, to have the goods returned and to regain possession of, and access to, said goods. In any event, these goods must be returned completely vacant and empty; if, when they are returned, whether spontaneously or after being repossessed, any other goods should be found inside, the Client expressly declares that, from this point on, said goods shall be deemed abandoned and of no financial value, and SO.GE.SE. will be expressly authorised to dispose of and destroy said goods and shall be exempt from any liability for things left behind. To this end, the Client shall expressly forgo, from this point on, drawing up an inventory of any goods found inside the retained-ownership goods when they are returned (whether spontaneously or after being repossessed). However, SO.GE.SE. may still request an inventory for these goods should they need to be reassigned in the event that the company has a concurrent claim against the Client for penalties, damages, recovery of expenses or any other reason. The Client shall bear sole responsibility and will be charged in full for all costs that SO.GE.SE. will be forced to incur for the disposal or destruction of goods found inside the goods returned.

10.8. The parties acknowledge and expressly agree that the Client shall bear sole responsibility and will be charged for any type of damage or deterioration that may be apparent when the goods are returned (due to retention of title). To this end, the calculation of damage to the goods and of any repairs required to restore them will be determined based on an evaluative report carried out by SO.GE.SE. and the company will issue an estimate detailing the calculation. SO.GE.SE. will send this estimate to the Client via any relevant means (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.) The Client must indicate acceptance of the amounts specified in the estimate within, and no later than, five days of receipt of the estimate, or request that a joint appraisal be carried out on the goods returned. If, after five days, the Client has not sent a request to have a joint appraisal carried out, the estimate sent by SO.GE.SE. will be deemed implicitly and automatically accepted by the Client and all amounts specified will be duly invoiced to the Client for payment upon receipt.

#### **Article 11: Express termination clause**

11.1. This contract will be terminated, pursuant to and in accordance with Art. 1456 of the Italian Civil Code, if A) the Client does not fulfil one or more of their obligations under Articles 4, 5, 6, 7 and 10 of this contract; B) the Client is subjected to bankruptcy proceedings or files for bankruptcy and/or is subjected to other insolvency proceedings; C) transfer of the company or a branch of it by the Client.

11.2 In such instances, a declaration pursuant to Art. 1456 of the Italian Civil Code may be sent by SO.GE.SE. by registered letter with return receipt, or by certified email to the certified email address provided by the Client when the contract is signed, and/or to the official address registered by the Client with the C.C.I.A.A. (*Chamber of Commerce, Industry, Agriculture and Artisanry*) to which they belong.

11.3. If the contract is terminated by virtue of this of express termination clause, amounts previously paid by the Client to SO.GE.SE. will be withheld by SO.GE.SE. as a deposit and as partial compensation for damages (with the exception of greater damages), and will not be returned to the Client.

11.4. If SO.GE.SE. shows lenience and does not exercise the express termination clause, this does not mean that the contractual arrangements agreed between the parties have changed, nor does the company renounce its motives or rights.

#### **Article 12: Jurisdiction and legal venue**

12.1. The contract will be governed solely by Italian law in every regard, including validity, interpretation and fulfilment. SO.GE.SE. and the Client irrevocably undertake, for themselves and their successors, to submit any action, dispute or proceeding arising from this contract to the exclusive and absolute jurisdiction of the Court of Livorno.