

- PERSICO S.P.A. GENERAL CONDITIONS OF SUPPLY -

1. SCOPE OF APPLICATION

- 1.1 Any contract signed between Persico S.p.A. (the "Supplier") and a customer (the "Purchaser") for the supply of products (the "Products" or "Product") will be governed by the General Conditions of Supply, should they be referred to in the documents forming said contract. The General Conditions of Supply shall prevail over any general supply conditions that may be provided by the Purchaser. The acceptance by the Purchaser of the offer or order confirmation of the Supplier, even when the acceptance takes place with the simple execution of the contract by conduct, entails the application of the General Conditions of Supply to the contract. The General Conditions of Supply can only be waived in writing by the parties and, in this case as well, will continue to be applicable with respect to the parts that have not been waived. Any general conditions of the Purchaser will not be applied, not even partially, unless they have been expressly accepted by the Supplier in writing.
- 1.2 Any acceptance by the Purchaser not complying with the Supplier's offer constitutes a new proposal, to be considered as refused and rejected by the Supplier, unless expressly accepted by the latter in writing.
- 1.3 The Supplier reserves the right to make modifications and/or changes to these General Conditions of Supply, by attaching the modifications and/or changes to offers or to any other written correspondence sent to the Purchaser. The General Conditions of Supply and any modifications are understood to be accepted by the Purchaser should no specific objections be raised in the fifteen days following receipt or in immediately subsequent correspondence.
- 1.4 In its offers, the Supplier shall indicate the term within which the conditions proposed therein are to be considered valid.
- 1.5 In the interpretation of these General Conditions of Supply, the following terms have the meaning given below:
- "Products" The object of the sale between the Supplier and the Purchaser as described in the offer form.

2. RESPONSIBILITIES OF THE SUPPLIER FOR INFORMATION PROVIDED

- 2.1 The Purchaser declares that he has negotiated directly with the Supplier for each contract, receiving from the latter adequate illustration and the technical and structural properties of the Product: therefore, the parties shall not rely in any way on the weights, dimensions, capacities, prices, performance values and/or other data appearing in the Supplier's catalogues, prospectuses, circulars, advertisements, illustrations and price lists, which are to be considered exclusively for advertising purposes, except in the case where the individual contract explicitly refers to them.

3. PRICE, PACKAGING, IMPORT PERMITS AND OTHER AUTHORISATIONS

- 3.1 The prices of the Products are always understood to be exclusive of VAT, referring to "bare goods" and not inclusive of packaging costs, except as otherwise specified in the offer.
- 3.2 The Purchaser guarantees that the goods can be freely imported and formally undertakes to make full payment for the same, even if, at the time of importation into the country of destination, limitations or prohibitions in this regard have been imposed. If administrative authorisations from the Supplier's country are required to export the Products, the agreed delivery terms will be automatically extended by the time needed for the issuance of said authorisations.

4. TRANSFER OF RISK

- 4.1 When there is no indication of the delivery method in the individual supply offer and/or contract, the Products are sold "EX WORKS" (Incoterms 2010) Nembro.
- 4.2 In no case will the Supplier be liable in the event of the loss of or damage to the Products after the passage of risk. In no case will the Purchaser be released from the obligation to pay the price when the loss of or damage to the goods occurs after the passage of risk.
- 4.3 In the case of other forms of sale, the moment of risk passage will be determined on the basis of the agreement reached in writing between the parties with reference to Incoterms 2010.

5. DELIVERY

- 5.1 The Product delivery date indicated will be automatically extended by a term equal to the Purchaser's delay in issuing the order and fulfilling the obligation of paying any part of the price owed by the Purchaser as an advance payment on account.
- 5.2 Likewise, when the Purchaser or another party appointed by him has to communicate processing instructions, technical data (e.g., drawings, model confirmation) or other instructions for preparing the Products, the delivery time of the Products will be automatically extended by a period equal to the delay in transmitting the required technical documentation.
- 5.3 In the event of modifications to the Products agreed between the parties after the contract stipulation date and during the execution of the order, modifications that, moreover, will only be valid if agreed in writing, the delivery time will automatically be extended by the period reasonably necessary to make these modifications.
- 5.4 The delivery times, unless otherwise expressly agreed by the parties, are not an essential requirement and can be extended by the Supplier. The Supplier will do everything in its power to deliver the Products within the agreed times.
- 5.5 If the Purchaser fails to collect the Products at the place and time specified in the contract, he shall still make all the contractually agreed payments, as if the Products had been delivered. In this case, the Supplier will provide for their storage at the Purchaser's expense and risk. The Supplier also has the right to compensation for damages and reimbursement of all expenses incurred due to the failure to collect.
- 5.6 The Supplier may make early delivery of all the Products covered by the order or only part of them; in the case of early delivery, the Supplier retains the right, up to the scheduled delivery date, to deliver any missing parts and to supply new goods to replace other non-compliant ones already delivered, as well as to remedy any lack of conformity in the goods. In any case, any liability of the Supplier for any damages related to early deliveries is excluded.
- 5.7 Late penalties shall not be applied. If the parties agree in writing to penalties for Supplier delay, said penalties can only be applied if the following conditions have arisen: (i) payments have been regularly made by the Purchaser, (ii) no substantial modifications to the work in progress have been requested by the Purchaser; (iii) the specifications and drawings submitted to the Purchaser for approval were confirmed within the term of 3 (three) days.

6. PAYMENT

- 6.1 Payments must be made by the means and exactly on the due date or due dates agreed by the parties. Unless otherwise agreed in writing by the parties, payment shall be due within thirty days following the moment of delivery.
- 6.2 If the Purchaser is late in making any payment, the Supplier can suspend the fulfilment of its obligations until payment has been made and

demand, by means of a written request sent in due time to the Purchaser, interest on late payment from the due date in the amount determined according to Article 5 of Legislative Decree [D. Lgs.] 231 of 9 October 2002, in addition to greater damages. Likewise, the failure to comply with the payment terms and conditions will relieve the Supplier from all delivery obligations, including those relative to goods other than the ones to which said non-compliance applies, and give it the right to proceed with the early collection of the entire credit, provided it does not prefer to terminate the contract pursuant to Article 6.3.

- 6.3 Should the Purchaser's non-fulfilment extend beyond 15 (fifteen) days past the due date, the Supplier has the right to terminate the contract by means of a simple registered letter, without prejudice to the right to retain, as a penalty, all the sums paid by the Purchaser for the Products up to that time, subject to interest as per Article 6.2 and greater damages.
- 6.4 The Purchaser shall not have recourse for any breach of the Supplier, if the former is not up to date with payments: any breach of the Supplier will not allow the Purchaser to suspend or delay payment.

7. ACCEPTANCE. RIGHT OF PURCHASER TO REFUSE GOODS

- 7.1 Upon receipt of the Products, the Purchaser shall promptly check the correspondence of all the Products received with the relative delivery documents and promptly perform the production tests needed to verify their correspondence to the promised quantity and quality requisites. The Purchaser shall report any non-compliance with the quantity and/or quality of the Products by registered letter, specifying the instances of non-compliance (or of Products not delivered), to be received by the Supplier within the expiry term of 8 (eight) days from delivery or 8 (eight) days from the discovery of the non-compliance, if hidden. The costs and/or expenses incurred by the Purchaser or third parties for testing, consultancy and inspection are in no case chargeable to the Supplier.
- 7.2 Within a reasonable time, the Supplier will verify the objections set forth and, in case of acknowledgement of the objections, will replace the missing or defective Products at its own expense, within the limits as per Article 8.
- 7.3 In the case of defects discoverable by inspection, the use of the Products shall cause the Purchaser to lose all guarantee rights. Similarly, if, before or during use of the Products, the Purchaser becomes aware of or can reasonably suspect that there are faults or defects in the Products purchased, the Purchaser is obligated to immediately interrupt all use of said Products and take all steps necessary in order to reduce and/or not worsen the defects and the damages caused by them.
- 7.4 Unless otherwise requested by the Supplier, the Purchaser has the obligation to send the refused goods to the Supplier, provisionally bearing the cost; the Supplier will only refund the cost of shipment after a check has confirmed the reported defects.

8. GUARANTEED PRODUCT QUALITY

- 8.1 The Supplier guarantees the Purchaser that, at the time of delivery and for a period of the following 12 (twelve) months ("Guarantee Period"), its Products are free of design or production defects, as well as of faults inherent in the material used ("Guarantee"). In case the Products are purchased from a reseller authorised by the Supplier, the Guarantee will run from the delivery date of the Products certified by the reseller.
- 8.2 This Guarantee will not be applicable and, therefore the Supplier will in no way be held liable or be charged any costs, if (i) the Products are not used in ordinary conditions of use and/or without observing the instructions given by the Supplier; (ii) any defects in the Products are due to improper installation, maintenance or repair or to modifications made without the written consent of the Supplier; (iii) the defects are due to normal deterioration or normal wear of the Products, such as, solely by way of example: oil and air filters, cylinder gaskets, fuses, static and mechanical relays, auxiliary or power contactors, safety control devices, control buttons and related contacts, Venturi meters, suction cups and halogen bulbs.
- 8.3 Without prejudice to what is otherwise specified in these General Conditions, given the particular nature of the Products, the Guarantee also does not extend to operations involved in putting the Products into production, thus including all the operations that are functional and necessary for them. In any case, it is the Purchaser's responsibility to verify and check the quality of what is produced using the Products, by carrying out preliminary trials and/or tests on the use of the Products.
- 8.4 Should the Products not retain the guaranteed characteristics, as mentioned in the previous paragraphs, during the Guarantee Period, the Purchaser, under penalty of forfeiture, shall report these faults and defects within 8 (eight) days from when he discovered them, as provided for by Article 7.1. In this case, the Supplier will fulfil its guarantee obligation by repairing or replacing free of charge those components that prove to be defective at the origin. Service calls under the guarantee will be made promptly, taking into consideration the planning for the intervention on the basis of the Supplier's operational priorities and without any commitment regarding the maximum time required, since these factors are also influenced by the complexity of the intervention and the availability of replacement parts and/or components. The repair or replacement of Products in fulfilment of guarantee obligations will not entail any extension of the current Guarantee.
- 8.5 Unless otherwise agreed in writing between the parties, travel, board and lodging costs for the personnel appointed by the Supplier for the repair and/or replacement of the defective Product are, in any case, excluded from the Guarantee; however, during the Guarantee Period, the transport of the Product and/or defective parts will be borne by the Supplier.
- 8.6 The reporting of any defects in the Products, or the actual existence of the same, does not exempt the Purchaser from making the relative payments on the agreed due dates; in any case, a delay in payment entails the immediate lapse of the Guarantee.

9. LIMITATION OF LIABILITY AND EXCLUSION OF OTHER GUARANTEES

- 9.1 The Guarantee specified herein is the only and sole guarantee on the Products and replaces any other guarantee, oral or written, implicit or explicit, relative to the Products. Replacement, as per paragraph 8.4, is the only obligation of the Supplier and the only legitimate right of the Purchaser deriving from this Guarantee: excluded is any recourse to any other remedies provided for by the applicable law. Beyond what is stated herein, the Supplier will not recognise any other guarantee, explicit or implicit, including any guarantee concerning the marketability, the adequacy of the Products for specific purposes and ends, or the infringement of the rights of third parties.
- 9.2 The Supplier shall in no way be liable for further and other guarantees issued by the Purchaser to third parties, including, without limitation, any guarantees regarding the period of useful life and duration of the Products, the products made using the Products or the products in which the Products are incorporated.
- 9.3 Barring fraud and gross negligence of the Supplier, any payment for damages to the Purchaser cannot, in any case, exceed the value of the single components of the defective Product and/or the value of the defective Product; in no case will the Supplier be liable for any loss of profit or loss of earnings or for any other type of economic damages (solely by way of example: machine downtime, production loss, defects in moulded articles) or for consequent indirect damages arising from or in relation to the use, condition, possession, performance, maintenance and failed or delayed delivery of the Products, even in the case where the Supplier has been informed or has become aware of such damages.
- 9.4 The Supplier shall not be held liable for damages arising from the choice made by the Purchaser of a particular use and/or implementation of the Product and/or for events occurring, including those dependent on the Product supplied, in the exclusive sphere of the Purchaser and/or

on which the Supplier cannot exercise its own control, or that, in any case, cannot be solely attributable to the direct and exclusive liability of the Supplier itself for the lack of promised Product qualities.

10. PRODUCT COMPLIANCE GUARANTEE ONLY TO EU STANDARDS

- 10.1 The Supplier guarantees that the Products will comply with the laws and regulations of the European Union (EU) that may be applicable to them.
- 10.2 No guarantee will be issued by the Supplier regarding the conformity of these Products to the standards and regulations, expressly including the standards on the subject of safety and accident prevention in force in the Purchaser's country, if the latter is resident outside the EU or, more in general, in any country not belonging to the EU.

11. GENERAL AGREEMENTS

- 11.1 The report on defects as per Articles 7.1 and 8.4 must be sent with a description of the defects and photos documenting the problem that has arisen to:

Persico S.p.A.
Via Follereau, 4
24027 Nembro BG – Italy

- 11.2 Salespersons, agents or other similar individuals do not have any authority to further guarantee the Products with respect to what has been set forth herein, to extend the Guarantee Period or to change, modify or amend the conditions of the Guarantee herein except in accordance with written instructions from the Supplier's legal representative. This Guarantee applies to all the Supplier's Products sold to the Purchaser starting from the acceptance date of these General Conditions of Supply and up to the time when the Purchaser receives a new Guarantee signed by the Supplier's legal representative.
- 11.3 The failure or delay of the Supplier to exercise the rights, powers or remedies deriving from these General Conditions of Supply, including the ones deriving from this Guarantee, shall not be considered a waiver of these General Conditions of Supply, nor can the partial exercise of the rights, powers or remedies deriving from these General Conditions of Supply, including those deriving from this Guarantee, should not be construed as a waiver of any subsequent or future exercise of its rights and related powers.
- 11.4 Should a clause of these General Conditions of Supply, or part of one, be considered illegal, invalid or inapplicable by the competent Court, the other clauses or parts of a clause not considered illegal, invalid or inapplicable will continue to govern the relations between the Supplier and Purchaser relative to the sale of the Products.
- 11.5 The Purchaser shall not transfer, transmit or in any way cede his rights deriving from this Guarantee without the prior approval in writing of the Supplier. Any transfer, transmission or cession without the prior approval in writing of the Supplier shall be null and void and, in any case, without validity and effect. This Guarantee is effective and binding between the Supplier and Purchaser and their respective legitimate successors and assigns. Any claims deriving from this Guarantee can only be presented by the Purchaser and not by the Purchaser's customers or other parties.

12. RESERVATION OF OWNERSHIP

- 12.1 Until the date on which the Supplier receives payment of the full price for the Products supplied, these Products will remain the property of the Supplier.
- 12.2 Should the Purchaser, during the course of his business activities, sell these Products or new products incorporating Products supplied by the Supplier and fail to pay the amount owed in full, the Supplier will have the right to all proceeds up to the price due by the Purchaser to the Supplier for the supply of these Products.
- 12.3 The Supplier will have the right to give notice to the Purchaser of the revocation of the right to sell Products whose ownership, as a consequence of the provisions of Article 12.1, has not yet passed to the Purchaser, if the Purchaser has remained in default for a period of time of more than 7 (seven) working days with respect to the payment of any sum due the Supplier (both with respect to these Products and to any other goods or services provided by the Supplier to the Purchaser).

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Copyrights, patents, trademarks and any other intellectual property rights relative to the supply of the Products will remain the full and exclusive property of the Supplier.

14. PROPRIETARY INFORMATION AND CONFIDENTIALITY

- 14.1 Any data, drawing, design, equipment or other material or information that is conveyed by Supplier shall be considered the Supplier's proprietary and confidential information.
- 14.2 The Purchaser agrees to keep strictly confidential any and all material and information under the above Article 14.1, as well as any other confidential material and/or information owned by the Supplier and received for the purposes included in the scope of the order, and undertakes not to communicate or disclose such material and/or information to any third party without the prior written consent of the Supplier.
- 14.3 Any advertising or oral or written communication concerning the order, or its details shall be subject to the Supplier's prior written approval.

15. COMPETENT COURT

- 15.1 The parties agree that all disputes and controversies arising out of or in any way connected with Contracts for the supply of the Products or concerning the interpretation, execution, and validity of the same or the validity of the provisions of this General Supply Agreement shall be settled according to the Italian law exclusively before the competent Court of Bergamo.
- 15.2 Any Contract signed between the Supplier and the Purchaser for the supply of the Products, as well as the guarantee and the rights and obligations deriving from the same, shall be exclusively govern by Italian Law: however, [Italian] law shall not be applied on matters of conflict of laws. Application of the Vienna Convention on international sales of goods is excluded.

16. CODE OF ETHICS AND ORGANIZATION MODEL PURSUANT TO LEGISLATIVE DECREE 231/2001

- 16.1 The Purchaser hereby declares that he is aware that the Persico Group has adopted a Code of Ethics and Organization Model pursuant to [Italian] Legislative Decree 231/2001, which can be found on the Persico Group website. The Purchaser declares that he has read said documents.
- 16.2 The Purchaser accepts that, in relation to the execution of this Contract, the failure to comply with any of the provisions of Legislative Decree 231/2001 and/or of the Group's Code of Ethics will result in a serious breach of the obligations set forth in this Contract, legitimizing the Supplier to terminate it for just cause, with immediate effect pursuant to Article 1456 of the Civil Code. The Purchaser commits to this also for his employees and temporary consultants, workers or collaborators who come into contact with the Supplier.

Seen, read and signed on the.....

SUPPLIER

PURCHASER

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the following clauses are expressly approved:
6.3 "Express Termination"; 6.4 "Estoppel Principle"; 7.1 "Expiry Term for Exercising Guarantee Rights"; 7.3 "Acceptance"; 8.4 "Guarantee Obligation Limits"; 9.3 "Payment of Damages Limits"; 13.1 "Intellectual Property Rights"; 14.1 "Proprietary Information and Confidentiality"; 15.1 "Competent Court"; 16.1 "Applicable Law"; 17. "Code of Ethics and Organization Model pursuant to Legislative Decree 231/2001".

PURCHASER

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Personal data processing policy for suppliers and natural customers

EU Regulation 679/2016 provides for the right to the protection of personal data concerning natural persons. In compliance with this legislation, our Company informs you of the following:

a) **Purpose of data processing:** the processing of personal data relating to you is intended to allow Persico S.p.A. (hereinafter referred to as "the Company") and its appointed collaborators and/or partners to perform the following activities:

1. Management and execution of pre-contractual obligations;
2. Management and execution of contractual obligations;
3. Entry of data in company databases in order to allow monitoring of contract performance;
4. Management of tax and accounting obligations;
5. Fulfilment of obligations under the law, regulations and EU laws and regulations;
6. Sending of newsletters through the use of the e-mail addresses given by you to send information concerning the services provided similar to those covered by the Contract.

We also inform you that:

- in relation to the purposes referred to in paragraphs 1), 2) and 3), the processing may be carried out without your consent as it is necessary for the performance of the Contract of which you are a party (Article 6.1, Letter b) of the Regulation);
- in relation to the purposes referred to in paragraphs 4) and 5), the processing may be carried out without your consent as it is necessary to fulfil legal obligations (Article 6.1, Letter c) of the Regulation);
- in relation to the purposes referred to in paragraph 6), the processing can be carried out only after acquiring your consent (Article 6.1, Letter a) of the Regulation).

The provision of your personal data is mandatory for the purposes referred to in paragraphs 1), 2), 3), 4) and 5) and your refusal to provide data will make it absolutely impossible to sign and perform the contract.

On the contrary, the provision of your personal data for the purpose of sending newsletters as per paragraph 6 is optional, and your refusal does not prevent the proper stipulation and subsequent performance of the contractual relationship.

b) **Data processing methods:** processing is carried out both on paper and on computer, in compliance with the security measures referred to in Article 32, General Data Protection Regulation (GDPR).

c) **Data disclosure and transfer:** unless required by applicable law or regulations or by EU regulations, or depending on technical needs related to servers and/or IT platforms, your personal data are not subject to disclosure in any way and are not subject to transfer outside the territory of the European Union. However, your data may have to be transferred to customers and/or suppliers and/or distributors and/or managers of the Company, in accordance with Article 49.1 b), and Article 49.1 c) of the Regulation, depending on your supply contract.

d) **The parties to whom your personal data can be communicated are the following:**

1. External parties who may perform tasks on behalf of our Company in relation to which current legislation provides for the obligation of communication, in compliance with the provisions of tax and accounting regulations;
2. Financial institutions for the management of payments and collections deriving from the performance of contracts;
3. Professionals for the purpose of studying and resolving any legal problems relating to your contractual position (e.g., lawyers);
4. Professionals (both natural persons and legal persons) the Data Controller may appoint to perform some outsourced activities (e.g., accountants, consultants);
5. Other parties provided for by law.

We also inform you that:

- The communication of your data to the categories of parties referred to in paragraphs 1 and 5 constitutes a legal obligation to which the Data Controller must comply;
- The communication of your data to the categories of parties referred to in paragraph 3 may be necessary to protect respective rights before the court;
- The communication of your data to the categories of parties referred to in paragraphs 2 and 4 is necessary to perform the Contract of which you are a party for the execution of the assignment and, therefore, any failure to communicate your data would not allow the execution of the assignment.

e) **The data controller is:** Persico S.p.A., registered office at Via Guglielmo Marconi 7/9, 24027 Nembro (BG), Italy, phone +39 035 4531711 – e-mail: info@persico.com.

f) **The data protection officer** can be contacted at the email address: dpo@studiomlippa.it, phone +39 030-2944317.

g) **The internal contact person for the processing of your personal data** is: Giuliana Gamba, engineer, for the provisions of EU Regulation 679/2016, based at the headquarters of our Company, e-mail address giuliana.gamba@persico.com, phone 035-4531696.

h) **Data retention period**: given the nature of the appointment, the data will be retained for a maximum period of 10 (ten) years from the completion of the assignment and/or from the end of the relationship, without prejudice to your right to obtain the erasure or limitation of the data at any time if it does not conflict with a specific legal obligation (Article 2220 of the Italian Civil Code, Article 43 of Presidential Decree 600/73).

i) **Complaints**: a complaint may be lodged with the Data Protection Authority in any case of unlawful processing of your data.

You can assert your rights, as governed by Articles 15, 16, 17, 18, 19, 20 and 21 of EU Regulation 679/2016, which we attach a copy of, by applying in writing to: Persico S.p.A., registered office at Via Guglielmo Marconi 7/9, 24027 Nembro (BG), Italy, phone +39 035 4531711 – e-mail: info@persico.com.

Privacy policy for legal persons

Data are also collected in order to send **newsletters** and **advertising material**.

The provision of data for this specific purpose is optional and requires an express statement of consent.

The data controller is: **Persico S.p.A.**, registered office at Via Guglielmo Marconi 7/9, 24027 Nembro (BG), Italy, phone +39 035 4531711 – e-mail: info@persico.com.

Optional consent for sending newsletters and advertising material (check one box):

- I give my consent. (The consent given can be revoked at any time. The revocation in no way affects the lawfulness of the processing carried out before the revocation);
- I deny my consent. (The denial of consent in no way affects the execution of the assignment covered by the contract);

(Place and date) _____ (Signature) _____