

PALMIERI GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions. In this document: (a) "Agreement" shall mean the binding contract formed as described in Clause 2.1 herein; (b) "Products" shall mean goods; (c) "Palmieri" is the organisation making the supply and the entity selling what is listed on the invoice (d) "Buyer" shall mean any individual or legal entity entering into the Agreement.

2. Acceptance. 2.1 These General Terms and Conditions of Sale (hereinafter referred to as GTCS), together with the information contained in the order, set forth the terms and conditions for the purchase by Buyer of Palmieri Products. When Palmieri accepts Buyer's order, in writing or through delivery of the goods, and/or commencement of the supply of goods, a binding contract shall be formed ("Agreement"). Palmieri shall not accept any addition or alteration proposed by Buyer, unless approved in writing by both Palmieri and Buyer. 2.2 Therefore, Palmieri is not bound by and hereby expressly rejects Buyer's General Terms and Conditions of Purchase, as well as any other terms or conditions not included in the Agreement. In view of the above, Buyer, by receiving the invoice even if only pro forma, hereby declares to acknowledge and accept these GTCS and waives its right to enforce its own General Terms and Conditions of Purchase against Palmieri.

3. Time is of the essence. The terms and the dates relative to Buyer's payment conditions are to be considered essential. Should the Buyer be informed of reasons that could make the fulfilment of the payments obligations terms, or any other obligation, difficult, it shall promptly inform Palmieri in writing.

4. Products delivery. 4.1 If not otherwise agreed in writing, all the Products sold shall be delivered EXW (*Ex Works*, as defined in the latest version of the *Incoterms*) at Palmieri's production facility. Where required, Buyer must furnish proof of export from Italy by sending the appropriate customs bill. Palmieri reserves the right to deliver the Products at Buyer's risk and expense, if Buyer defaults in the collection methods and times, or shipping rates. Moreover, Palmieri shall not be liable for any costs incurred by Buyer for the production, installation, and assembling or any other work related to the Products, prior to delivery, as provided for by the Agreement. 4.2 Palmieri shall pack, label, and prepare the shipment of the Products in conformity with sound business practices. Off Palmieri's premises, Buyer shall be liable for any loss or damage caused by incorrect storage, packaging, and handling at the premises of Buyer or shippers used by Buyer. 4.3 The delivery terms shown on the invoice shall be considered approximate and, with the consent of the parties, not essential, even if the delivery should be made within a reasonable period of time, which shall be as close as possible to the date shown in the Agreement, except in the case of Palmieri's binding commitment, expressly stated in the order confirmation, as well as unforeseen events and force majeure, which may arise in the facilities where the orders shall be processed. Therefore, Palmieri shall not be liable for any late delivery, except in cases of wrongful misconduct or gross negligence. Accordingly, any delay shall never be cause for compensation for damages or termination, even partial, of the Agreement, unless such consequences were expressly accepted by Palmieri. If Buyer fails to take delivery of the Products ordered, after repeated notification that the goods are ready for shipment or commissioning, Palmieri shall notify Buyer that, as of a certain date, the goods shall be placed in a private storage area, informing Buyer of the conditions and associated costs that will be charged to Buyer; without prejudice to the right to take the steps necessary to obtain compliance, termination, and compensation for damages due to failure to collect.

5. Fixed prices and payment. 5.1 Legal ownership of the Products shall be transferred to Buyer only after such products have been paid in full. 5.2 All prices indicated in this Agreement shall be denominated in Euro, unless denominated in a different currency in the invoice, fixed net and exclusive of VAT, sales tax or other applicable taxes. 5.3 If Buyer fails to fulfil one or more of its obligations under these GTCS, Palmieri shall be entitled to suspend the supply to Buyer. 5.4 Buyer unconditionally accepts as payment the offset amounts operated by Palmieri between the payables of Buyer and its Subsidiaries, and any Palmieri group company. 5.5 Unless otherwise agreed in writing between Palmieri and Buyer, Palmieri shall issue invoices in accordance with the price of the Products, at the time of delivery of such Products, in compliance with applicable INCOTERMS. Payment shall be due within 30 days from the date of the invoice, unless otherwise agreed in writing between the Buyer and Palmieri. All payments shall be made out to the address indicated by Palmieri. In addition to any other rights and remedies Palmieri may have under applicable law, interest shall accrue on all late payments, as per art. 5 of Italian Legislative Decree 231/2002 et seq., at a rate equal to the official ECB rate, increased by 8 (eight) percent, to the extent permitted by law, from the due date until payment in full.

6. Warranties - non-conformities. 6.1 With the exception of Products constituting wear parts, Palmieri warrants that under normal use and, where provided, in accordance with the applicable user manual, the Products shall be free from defects in material and workmanship for a period of 12 months from the date of delivery. 6.2 Moreover, Palmieri warrants that materials fully comply with the characteristics and conditions specified in the order confirmation. 6.3 Palmieri shall not be liable - unless otherwise specifically agreed - for the applications and operations to which the supplied material is subjected by Buyer or the party acting on their behalf. Any technical specification and/or warranty claims submitted by Buyer shall not be taken into consideration unless shown in the order confirmation. 6.4 Buyer shall test the products in order to determine whether they are suitable for the intended processing and use.

6.5 Despite the foregoing, Palmieri shall not be obliged to honour the warranty if the alleged defects or non-conformities were caused by misuse, use other than as set forth in the applicable user manual, negligence, improper installation or accidents, or as a result of improper repair, alteration, modification, storage, transportation or improper handling. 6.6 The warranty shall extend directly to Buyer and not to its customers, agents, or representatives. Without prejudice only to wilful misconduct and gross negligence, all other warranties are hereby specifically disclaimed. The foregoing represents the entire liability of Palmieri in connection with defective or non-conforming Products supplied under the Contract. If Buyer has not settled all payments, the warranty shall be unilaterally suspended with no need to request it or obtain subsequent written consent.

7. Intellectual property. 7.1 Palmieri shall retain all rights, except where they belong to third parties, to any samples, data, works, materials and/or intellectual and other property provided by Palmieri to Buyer. 7.2 Buyer shall not use any trademark, trade name, or other indications related to Palmieri's Products without prior written approval by Palmieri; any use of any trademark, trade name, or other indication, as authorised by Palmieri

or its subsidiaries, shall be strictly in accordance with the instructions of and for the purposes specified by Palmieri or its subsidiaries. 7.3 Buyer shall not make any references to Palmieri or its subsidiaries in press releases, advertisement, sales literature, and/or otherwise, unless it has received the prior written consent of Palmieri or its subsidiaries.

8. Limitation of liability. 8.1 Excluding wilful misconduct and gross negligence, Palmieri shall not be liable for any lost profits, lost savings, loss of reputation, and loss of goodwill, as well as direct, indirect, consequential, or special damages arising out of or in connection with the Agreement, sales of Products by Palmieri, or their contractual or non-contractual use, or deriving from any other source - even if Palmieri has been advised or is aware of the possibility of such damages. Palmieri's total liability towards Buyer under the agreement shall not exceed an amount of 5% of the value of the related agreement. 8.2 Any claim for damages by Buyer shall be reported within 30 days from the date of the event giving rise to the claim, and any legal action related to any such claim must be commenced within one year from the date of the claim. Failure to do so shall render the action null or void.

8.3 The limitations and exclusions set forth in this clause 8 shall apply only to the extent permitted by applicable law.

9. Export and Import controls. 9.1 If the delivery of Products, in accordance with the Agreement, is subject to the granting of an export or import license by a certain government or governmental authorities in accordance with applicable laws or regulations, Palmieri may suspend its obligations and the Buyer's rights until such license is granted or for the duration of such restrictions or prohibitions. Moreover, Palmieri may terminate the contract, without incurring any liability towards Buyer. 9.2 Moreover, if a statement by an end user is required, Buyer shall immediately notify Palmieri and provide Palmieri with said document, upon its written request; if an import licence should be required, Buyer shall immediately notify Palmieri and provide Palmieri with said document as soon as possible. By accepting an offer by Palmieri, entering into an Agreement and/or accepting the Products, Buyer accepts to handle the Products and/or the related documentation in compliance with applicable laws or regulations on export or import controls.

10. Termination and express termination clause. Without prejudice to any other right or remedy available to Palmieri under the Agreement or at law, and without prejudice to the right to receive compensation for damages within the limits provided for by this Agreement, Palmieri shall be entitled, at its own discretion, to terminate this Agreement, in whole or in part, by means of notice to Buyer in the event that: (a) Buyer voluntarily puts its own company into liquidation; (b) Buyer is subject to bankruptcy or insolvency proceedings. In addition to the foregoing and without prejudice to any other right or remedy available to Palmieri under the Agreement or at law, Palmieri shall have the right to terminate this Agreement in case the other party violates any of the provisions laid down in the Agreement and said violation is not remedied within 15 days from the receipt of notice from the non-defaulting party. Specifically, Palmieri, without prejudice to the right to compensation for damages within the limits provided for under this Agreement, shall have the right to terminate the contract pursuant to and in accordance with article 1456 of the Italian civil code, in case of breach of one of the following obligations: (1) Fixed prices and payment obligations, as set forth in clause 5 above; (2) Confidentiality obligation, as set forth in clause 11 below; Palmieri shall not be liable to Buyer because of such termination.

11. Confidentiality. 11.1 Buyer shall treat all the information provided by or on behalf of Palmieri under the Agreement as confidential and shall use all such information only for the purposes of the Agreement. Buyer shall protect Palmieris' information with the same degree of protection with which it treats its own confidential information and, however, at all times at least with reasonable care. The above-mentioned information shall remain the property of Palmieri, and Buyer shall, on request of Palmieri, promptly return all such information and not retain any copy thereof. 11.2 The existence and the contents of this Agreement shall be treated as confidential by Buyer. 11.3 Buyer may disclose, publish, divulge, and use Palmieri's confidential information that: (1) was already in its possession with no obligation of confidentiality; (2) was developed independently; (3) was obtained from a source other than Palmieri with no obligation of confidentiality; (4) was publicly available when received, or will be available to the public with no violation by Buyer or (5) was disclosed by Palmieri to another party, with no obligation of confidentiality.

11.4 Buyer may disclose confidential information if required by law, provided that Buyer promptly informs Palmieri in writing about such disclosure required by law in order to give to Palmieri a reasonable opportunity to adopt precautionary measures.

12. Miscellaneous 12.1 Buyer shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement, without the prior written consent of Palmieri. If authorised, the subcontract, transfer, pledge or assignment shall not release Buyer from any of its obligations under the Agreement. 12.2 Neither the delay or failure of Palmieri to fulfil one or more provisions of these GTCS and/or of this Agreement shall constitute, in any way, a waiver of such provision or of the right of Palmieri to enforce its application. The existence of previous dealings between the parties and trade practices shall not affect the interpretation of this agreement. 12.3 In the event that any provision of this agreement should be held invalid, unlawful, or unenforceable by a court of competent jurisdiction or by any future legislative or administrative provision, all the other provisions of this Agreement shall remain valid and enforceable. Any such provision held invalid shall be replaced by others that reflect the original intent of the Parties and that comply with applicable law. 12.4 This Agreement constitutes the complete acceptance of the agreements reached by the parties and cancels and replaces any previous oral or written agreement between the parties (including, but not limited to, any prior GTCS) and therefore, this Agreement prevails over any other previous agreement, having the same subject, between the parties. 12.5 In the event that Buyer is unable to fulfil its obligations under the Agreement for reasons of force majeure, the fulfilment of the related obligations shall be suspended for the entire duration of the force majeure. If the circumstance constituting force majeure endures for more than thirty (30) days, Palmieri shall have the right to terminate the Agreement forthwith giving notice to Buyer and, from the date of receipt of said notice, Buyer shall not be entitled to any form of consideration. Force majeure on the part of Buyer shall not include: shortage of personnel, strikes, breach of contract by third parties contracted by Buyer, financial problems of Buyer, inability of Buyer to secure the necessary permits or legal or administrative authorisations in relation to the Products or Services to be supplied.

12.6 Finally, it is understood that this agreement may be amended by Palmieri, at its sole discretion, at any time and without notice.

13. Jurisdiction and applicable law. The Agreement shall be construed and drafted in accordance with the laws of Italy. Buyer and Palmieri consent to the exclusive jurisdiction of the Court of Bologna, however, Palmieri reserves the right to apply to the Court with jurisdiction where Buyer has its registered office. The Vienna Convention on International Sale of Goods shall not apply to the Agreement.

14. Processing of personal data

Buyer and Palmieri acknowledge that the respective data shall be processed for the regular fulfilment of legal, tax and contractual obligations in compliance with Regulation (EU) 2016/679 and in compliance with current legislation on the protection of personal data.