

GENERAL TERMS OF SALE

1. Definitions

In accordance with the present Conditions

- a) by Seller: FRAMIS ITALIA S.p.A.;
- b) by Buyer: the buyer of the Product;
- c) by Parties: the Seller and the Buyer considered jointly;
- d) by Product: the object of sale between the Buyer and the Seller as described in the sales contract;
- e) Instruction Sheets: the instructions for the use and maintenance of the Product;
- f) Technical Specifications: tolerances, non-harmfulness Product, consistency, composition and any other technical characteristic related to the Product;
- g) Contract of Sale: any contract or deed, even subsequent, or modification and/or integration thereof;
- h) Warranties: meaning exclusively replacement and/or repair of the unsuitable Product (excluding compensation for direct or indirect damages).

2. Application of the General Conditions

These general conditions are applicable if the respective Parties agree in writing or in another form.

In the event that these general terms and conditions apply to a particular contract, amendments to and deviations from them shall be set out in writing.

3. Information

All information and data contained in the brochure and price list shall only be binding if expressly stated in the order confirmation.

4. Delivery

All delivery terms shall be determined in accordance with the INCOTERMS in force at the time of the conclusion of the contract. If no INCOTERM is specified (2020, Paris), delivery shall be made EX WORKS. In the case of carriage forward or EX WORKS delivery, the Seller, at the Buyer's request, undertakes to ship the products at destination; the transfer of risks shall take place, at Framis' plant/warehouse/external warehouse designated by Framis, when the products are delivered to the carrier. Unless otherwise agreed, partial deliveries are allowed. Delivery dates shall be agreed with and confirmed in writing by the Seller. Agreed deadlines shall be deemed indicative. If the Buyer is aware, in advance, of his inability to receive the goods, he shall notify the Seller of the reason within 7 working days, by which time he expects to be able to receive the goods. If the Buyer does not accept the goods or fails to comply with the request on time, the Buyer shall pay all that would have been due if the delivery had been completed at the agreed time of delivery. The Seller shall provide for the storage of the goods, costs and risks, including all insurance obligations, shall be borne by the Buyer. Without prejudice to cases in which the delay in delivery is due to a force majeure reason, the Seller shall request in writing the Buyer to collect the goods within a fixed term. In the event that the non-receipt of the goods is attributable to the Buyer, the Seller shall be entitled to terminate the contract, also being entitled to compensation for any damages suffered. Without prejudice to the risks and responsibilities of the Parties according to the ICC Paris 2020 INCOTERMS, in force at the time of the stipulation of the contract, the Buyer upon receipt of the Product at the agreed place, in case he detects damages suffered by the Product even before unloading the goods, undertakes not to proceed to unload the goods and shall immediately inform the Seller and/or his local Sales Network, so that they may promptly take measures on how to intervene in order to avoid greater damages to the Product.

5. Payment

Unless otherwise agreed, the price shall be paid in advance when the goods are ready by bank transfer.

If the Buyer fails to fulfil his obligation to pay the price in due time, the Seller shall be entitled to receive interest, the rate of which shall be agreed between the parties. If no agreement is reached, the interest rate shall be equal to the current Euribor rate.

Problems that may arise with regard to the proper functioning of the Product or inefficiencies in delivery shall not entitle the Buyer to delay payments due.

In the case of a framework agreement, if the Buyer fails to pay for a delivery, the Seller shall have the right not to proceed with future deliveries already scheduled. This means that the seller may suspend performance of the contract for reasons related to non-payment, even if the delivery has already been scheduled.

Any differences between the order and the terms set out in the contract (such as prices, quantities, technical specifications and payment terms) shall only be considered valid if the seller accepts them in writing. This implies that the seller must formally approve any changes or variations.

In the event of repeated delay in payment by the Buyer, i.e. for a period of three months or more, the Seller shall be entitled to terminate the contract and claim damages, subject to the provisions of article 6 below.

6. Reservation of title

The product shall remain the property of the Seller until the price has been paid in full.

The Buyer shall, at the Seller's request, provide him with assistance in such a way that the Seller may reserve ownership in accordance with the provisions of the place. Reservation of title shall in no way affect the passing of risk. Until full payment for the product, the Buyer shall be considered as the mere owner of the product and shall consequently maintain it in perfect condition, as provided for in Article 1768 of the Italian Civil Code. Until the moment of transfer of ownership to the Buyer, the Product shall not be alienated, sold or assigned in any way, nor be delivered as a pledge or guarantee in general, nor form part of the property or possession for third parties for any value or reason whatsoever; otherwise, the Seller reserves the right to withdraw from the contract with immediate effect, without prejudice to the right to take civil or criminal action.

7. Technical specification

The Seller's standard products perform in accordance with the technical specifications provided by the Seller.

The Seller warrants their reliability to the best of its knowledge for the end use of its products.

Specific requests by the Buyer shall not imply the Seller's liability for the reliability of the Product for applications unknown to the Seller and in any case performed and obtained by non-conforming means.

With reference to the Product, the Seller undertakes to respect the tolerances defined and/or established jointly with the Buyer. The Seller's liability shall only be considered within the aforementioned tolerances. In the absence of agreement on the aforementioned tolerances, only what is specified and provided for in the technical data sheets supplied by the Seller shall be considered. The Seller, without prejudice to what is established in Art. 11, undertakes to comply with the reference technical regulations as well as with the regulations on safety and public health in force when manufacturing the Product.

8. Vizi e reclami

The Buyer is aware of the product he/she is purchasing and of the technical particularities governing its use and end use. The Seller shall provide all information deemed useful for the storage and transport of the product.

The Seller's liability shall be limited to those defects attributable to production faults for which the Seller is strictly responsible. The Buyer shall, without delay, notify the Seller of all defects, including apparent defects in quality and

quantity. Such notification shall be received no later than two weeks after receipt of the goods; during this period the product shall be made available for return to the Seller, who shall provide all necessary instructions.

The Buyer is obliged to ascertain before use that the characteristics of the product supplied are suitable for its intended use. Upon receipt of a new batch or a new delivery, the Buyer is obliged to ascertain the absence of hidden defects in the product by pilot production.

Defects that are not apparent upon receipt of the goods shall be reported within two weeks of discovery, but no later than one month from the date of delivery of the goods.

In the case of defects that may cause damage, such notice shall be given immediately and the Seller shall endeavour to minimise the repercussions of such incidents on production.

The notice shall contain a technically detailed description of the defect. If such notice is not sent in due time, the Buyer shall lose the right to have the product repaired. In the event that the Buyer has notified the defects in due time but no defect is found, the Seller shall be entitled to compensation for the costs it has incurred due to the notification of defects. Unless otherwise agreed, the transport of the Product, and/or of defective parts, to and from the Seller shall be the responsibility of the Seller. The Buyer undertakes to follow the Seller's instructions regarding such transport.

In any case, all costs and duties related to importation imposed by the country where the Product and/or the defective parts are delivered shall be borne by the Buyer. The defective parts shall be made available to the Seller and shall be his property. The Seller shall not be liable for defects resulting from material supplied by the Buyer, or from drawings or technical specifications supplied by the Buyer. The Seller shall not be liable for defects resulting from poor maintenance or from work carried out without the written consent of the Seller.

9. Division of liability for damage caused by the product The Seller shall not be liable for damage caused by the product after delivery and while it is in the Buyer's possession.

The Seller shall not be liable for damage to the products caused by the Buyer, or to products of which the Buyer's products are a part.

The Seller shall not be liable for any repercussions on the Buyer's production or sales that may be attributable to product defects.

In the event that the Seller incurs liabilities as described above with respect to third parties, the Buyer shall indemnify and hold the Seller harmless.

In the event that a third party claims damage to one of the parties, the party involved shall inform the other party in writing.

10. Force Majeure

The Seller shall not be held liable for any delay in delivery or for any failure to deliver caused directly or indirectly by:

- events of force majeure (for the purposes of this clause and without this list being exhaustive, an event of force majeure includes legal prohibitions, wars, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics)
- circumstances, beyond the Seller's control, which prevent the procurement of labour, materials, components, plant in general, energy, fuel, means of transport, authorisations or governmental regulations. The Seller shall notify the termination of the force majeure cause in writing without delay. In the event that a cause of force majeure prevents the Buyer from fulfilling its obligation, the Buyer shall indemnify the Seller for the expenses incurred for the insurance and custody of the Product.

11. Safety Regulations

The Buyer is entirely responsible for not informing the Seller of the safety and public health regulations in force in the country where the Product is to be used. Any cost inherent to the compliance of the Product with the regulations of the country in which it is to be used shall be borne exclusively by the Buyer.

12. Privacy Policy

Pursuant to the Legislative Decree 196/2003, the Seller informs that: a) the Buyer's data are processed and/or communicated to third parties (e.g. banks, external consultants, etc.) in compliance with the above-mentioned regulations, for the execution of the contracts; b) the Seller has appointed Ms. Sonia Vitagliano as the person in charge, domiciled at the Head Office in Vigano di Gaggiano (Mi) Italy; c) the Buyer has the right to exercise the rights pursuant to Article 7 of the Legislative Decree 196/2003

13. Effectiveness

These Conditions shall prevail over any general conditions of purchase of the Buyer, taken individually or as a whole

14. Applicable Law

These General Conditions and the individual contracts are governed by Italian law, unless otherwise agreed between the Parties. The application of the United Nations Convention on the International Sale of Goods (Vienna - 1980 - CISG) is hereby expressly excluded.

15. Jurisdiction

All disputes that may arise in relation to the contract of sale, including those concerning validity, interpretation, execution and termination, shall be referred to the exclusive jurisdiction of the Court of Milan.

Framis Italia S.p.A.

The Buyer

The Buyer declares that it has read and examined the clauses set forth in articles: 4 (delivery); 5 (payments); 6 (reservation of title); 7 (technical specifications); 8 (defects and complaints); 9 (division of liability for damage caused by the product); 10 (force majeure); 11 (safety regulations); 14 (applicable law); 15 (competent court), which it specifically approves pursuant to and for the purposes of which art.1341Cod.Civ.

The Buyer
