

General Sales Terms and Conditions

1. Object and Field of Application.

- 1.1. These General Sales Terms and Conditions apply to all supplies of thermoplastic material extruded profiles (the "Products") provided by Technoform Bautech Italia SpA hereinafter the ("Seller"). These General Sales Terms and Conditions shall prevail over any other term or contractual condition elsewhere specified, over any other rule expressed in the use or trade practice as well as any rule deriving from the practices agreed by the parties, except explicit derogations agreed in writing by the Seller or expressly reported in the order confirmation released by the Seller (hereinafter "Order Confirmation").

2. Orders.

- 2.1. The Buyer shall transmit the order to the seller in a written form, by e-mail or fax (the "Order") attached to these General Sales Terms and Conditions duly subscribed in each part.
- 2.2. The Order shall be confirmed by the Seller by means of a written confirmation sent by fax or e-mail.
- 2.3. The Product supply agreement (the "Agreement") shall be considered as executed at the time that the Order Confirmation reaches the Buyer's registered address by e-mail or fax. It is understood that in the absence of the Order Confirmation the Contract shall not be considered as executed, not even in the presence of behaviours by the part of the Seller such as for instance the collection of possible Price instalments, invoicing, sending of executive drawings.
- 2.4. Possible modifications to the Order shall be accepted by the Seller on condition that the production has not started yet; on the contrary the Seller reserves the right to charge the Buyer with any cost/charge resulting from the changes requested by the Buyer.

3. Technical Documentation.

- 3.1. On sending the first annual Order Confirmation and/or for every new Buyer, the Seller shall transmit the technical documentation on the Products, to be applied pro-tempore, which have to be considered as an integral part of the Contract (the "Technical Documentation"), among which, for instance: (i) Material Data Sheet (ii) Safety information (iii) Technical information for handling and storage of insulation strips; (iv) Instructions on Technoform Pallets; (v) Product information.
- 3.2. In case of modification and/or revision of the Technical Documentation the Seller shall deliver a copy of the revised version to the Buyer. The replacement of the Technical Documentation will be effective upon receipt by the Buyer.

4. Packing, Labelling and Return of Pallets.

- 4.1 The Products shall be delivered in bundles or bulks placed in steel containers belonging to the Seller ("Pallets") or in containers made of different materials deemed adequate by the Vendor ("Packing"). Each Pallet and each Packing shall carry a label reporting information on the Seller, the Buyer, the contained items and Product quantity, as well as the order reference number.
- 4.2 The Buyer shall return the Pallets to the Seller unaltered and within 12 months from delivery. All expenses concerning the return of the Pallets shall be at Seller's charge, unless otherwise agreed in writing between the Parties. It is understood that if the Buyer omits returning the Pallets within the afore-mentioned term, the Seller shall be entitled to debit the cost of the Pallets to the Buyer.
- 4.3 Possible packages different from what reported in Article 4.1 shall previously be agreed with the Seller.

5. Deliveries and Dispatch.

- 5.1. Product delivery dates reported in the Order and/or in the Order Confirmation shall not be considered as binding on the Seller, unless set forth by previous agreements between the parties.
- 5.2. The Seller may deliver the Product with a +/- 10% tolerance on the quantity reported on the Order Confirmation.
- 5.3. The Product may come with a Delivery Document which shall be duly signed by or on behalf of the Buyer to acknowledge delivery.
- 5.4. Except for different agreements between the parties, the delivery shall be ex-works from Technoform Bautech Lainate head office.
- 5.5. The Seller shall inform the Buyer about the Product availability date in Lainate premises. In case of delays in collection imputable to the Buyer, this latter shall be charged with a fine corresponding to 1% of the Product price monthly starting from the agreed date of collection. If the delay exceeds the period of 6 (six) months from the agreed date, the Seller may proceed with dispatch and the billing of all relative costs.
- 5.6. The Seller may postpone the date of delivery and/or make partial deliveries in case of force majeure for the necessary time to restore normal conditions.

6. Re-export prohibition

- 6.1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or to Belarus or for use in the Russian Federation or in Belarus the Goods supplied under or in connection with this Agreement that fall under the scope of Article 12 of the Council

Regulation (EU) No 833/2014 and Article 8octies of Regulation (EU) No 765/2006.

- 6.2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph 6.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 6.3. The Buyer shall undertake its best efforts to set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 6.1.
- 6.4. Any violation of paragraphs 6.1, 6.2, 6.3 shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:
 - (i) the termination of contractual and commercial relationship;
 - (ii) a compensation for damages suffered as a result of the Client's conduct.
- 6.5. The Buyer shall immediately inform the Seller about any problems in applying paragraphs 6.1, 6.2, 6.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 6.1. The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph 6.1, 6.2, 6.3 within two weeks of the simple request of such information.

7. Prices and Terms of Payment.

- 7.1. The Seller reserves the unquestionable right to vary at any time pricelists, quotes, offers and prices.
- 7.2. The prices reported in the Order Confirmation shall not be subject to any modification, except for different agreements reported in the Order Confirmation.
- 7.3. If agreed, the Seller may charge the Buyer with a one-off payment for the Product matrix study, development and production.
- 7.4. The Seller shall issue the invoice and forward it to the Buyer within legal terms.
- 7.5. In case of payment delays on the agreed date reported in the invoice, the Buyer shall pay the Seller the interest on arrears in force at the time of the delay, with no actual need of any formal notice, in compliance with Legislative Decree no. 231/2002.
- 7.6. In case of dispute and/or complaints concerning the Product on the Buyer's side, this latter shall not be entitled to suspend or delay the payment concerning either the compensations for the Product object of the claim or Products object of other supplies.
- 7.7. Whenever the Seller has the reason to believe that the Buyer may not pay for the Product within the agreed date, the Seller may subordinate the delivery to payment guarantee methods such as bond bail or bank guarantee.
- 7.8. The payment shall be performed according to the instructions reported in the Order Confirmation.

- 7.9. The Seller may assign the credit contracted with the Buyer.

8. Representations and Warranties.

- 8.1. The Seller represents and warrants that the Product has been manufactured in compliance with national and international laws regulating the field.
- 8.2. The Buyer shall verify Product consistency and integrity contextually to delivery, not using it before this check.
- 8.3. The Buyer shall file a written claim to the Seller in case of Product faults within 8 days from detection. The claim shall come with the following information: detailed description of the fault, pictures, a copy of the Pallet identification sheet, a copy of the bundle label and amount of claimed product. In the absence of this information, the Product shall be considered as accepted by the Buyer.
- 8.4. Except for the tolerance margin on the delivered Product quantity contemplated in point 5.2, possible claims concerning incomplete or wrong deliveries shall be made officially and forwarded to the Seller in a written form immediately or maximum within eight days from the date of delivery of the Product; the claims shall be reported in the Delivery Document.
- 8.5. In case of faulty Products, the Seller shall solely replace them or refund the amount received from the Buyer, on condition that the fault is unrelated to:
 - natural deterioration and/or wear of the Product
 - natural variation of the mechanical, physical and dimensional features of the Product manufacturing material;
 - Product alteration deriving from negligence, imprudence and/or inexperience, tampering imputable to the Buyer or third parties;
 - incorrect storage relatively to climate and environmental conditions, or other related causes;
 - damages due to negligence, tampering, non-compliance with the instructions on the use of the Pallets.
 - Damages caused by an improper use of the Product, dissimilar and in contrast with the indications reported in the Technical Documentation.
- 8.6. Except for the case of fraud and/or gross negligence, or the cases contemplated in Article 1490 second paragraph of the civil code, and being understood what contemplated in Article 7.5 mentioned above, the Seller shall not in any case be liable for damages deriving from Product faults and/or defects or from the non-fulfilment of the Agreement conditions.
- 8.7. Except for the case of fraud and/or gross negligence, the Seller shall not in any case be liable for losses and/or deterioration and/or for any damage the Product may suffer during the storage in any of the warehouses belonging to the Seller, having the Buyer failed a prompt collection.

pag. 2

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Socio unico – Società soggetta all'attività di direzione e coordinamento di Technoform Bautech Holding GmbH

- 8.8.** Should the Products be resold to individuals purchasing them for purposes differing from their own trade and should the Seller be summoned to answer for the final customer, the Buyer shall keep the Seller harmless and indemnified, in case the Buyer has handled, modified, or changed the Product conditions before the sale to the end user.
- 8.9.** The Seller contracts to collect faulty goods and replace them as quickly as possible, compatibly to the Seller's organizational needs.

9. Termination

- 9.1.** The Agreement may be terminated on the Seller's initiative, pursuant to Article 1456 Cod. Civ. in case the Buyer
- delays the total or partial payment of any sum due to the Seller concerning the Product supplies in his favour and the delay exceeds the period of 30 days from the expiration date;
 - refuses to collect the Products;
 - is untraceable;
 - does not give any personal or real guarantee if agreed.
- 10. Force Majeure** The Seller shall not be liable for the total or partial delay or failure in performing of its obligations if such delay or failure is due to any circumstance he cannot be imputable for and reasonably out of his control, including but not limited to natural disasters, fire, earth-quakes, floods, , riots, insurrections, raw material unavailability and/or difficulty of finding it, suspension of the electricity supply due to causes not imputable to the Seller, "lockdown" or other limitation ordered by public authorities as a result of health emergencies, national strikes.

11. Intellectual and Industrial Property Rights

- 11.1.** Specifications, drawings, models, samples, Technical Documentation, matrixes shall remain property of the Seller and the Buyer shall keep them confidential and use them exclusively for the performance of the Agreement.
- 11.2.** In case the Buyer has paid the Seller the price for the production of matrixes exclusively designed for the Buyer's supplies, as reported in Article 6.3, the Seller may discard and/or destroy the aforementioned matrixes upon a three months' notice to the Buyer.

12. Treatment of Personal Data

- 12.1.** Each party shall treat the data concerning the other party at the only aim of performing the Agreement, pursuant to the law in force, related to the treatment of personal data.

- 12.2.** The parties mutually acknowledge that each party shall act, in compliance with Regulation (EU) 2016/679 (GDPR) as Holder of the relevant personal data.

13. Confidentiality

- 13.1.** These General Sales Terms and Conditions, Order Confirmations, the Technical Documentation and any other information or material supplied by the Seller to the Buyer are to be considered as strictly confidential and they cannot be shared totally or partially to third parties without the written consent of the Seller.

14. Miscellaneous

- 14.1.** The actual or future invalidity or ineffectiveness of one or more provisions in these General Sales Terms and Conditions shall not affect the validity and effectiveness of the entire document.
- 14.2.** The waiver by one of the parties to the exercise of its own rights in case of non-fulfillment by the other party in relation to the terms contained in these General Sales Terms and Conditions shall not be considered as a waiver to assert such term or to assert its rights subsequently.
- 14.3.** Any reference to national, regional local or foreign rules or provisions are meant to also include all provisions and regulations issued pursuant to such provisions, if not otherwise resulting from the context.

15. Applicable Law and Competent Court

- 15.1.** These General Sales Terms and Conditions are governed by the Italian law.
- 15.2.** Any dispute that may arise between the parties from the validity, interpretation, performance, effectiveness or termination of the Agreement, or in any case originated and/or occasioned by the Agreement shall be subject to the exclusive jurisdiction of the Court of Milan.

For acceptance of all of the aforementioned General Sales
Terms and Conditions

Date, place

Customer's stamp and signature

In accordance with Articles. 1341 and 1342 Cod. Civ. we
expressly accept the provisions included in Articles

Article 5.5 (penalties for delays in Product collection)

Article 6 (Re-export prohibition)

Article 7.5 (interest on arrears)

Article 7.6 (limitations to the right to raise objections)

Article 8.3 (loss of rights for flaws and/or defects)

Article 8.4 (time limit on incorrect deliveries)

Article 8.5 (limitation of liability for flaws and/or defects)

Article 8.6 (limitation of liability for non-fulfilment)

Article 8.7 (limitation of liability for damages to the product)

Article 15 (exclusive jurisdiction of the Court of Milan for any
dispute)

Date, place

Customer's stamp and signature