

GENERAL PURCHASING TERMS AND CONDITIONS

1) Scope of validity

- 1.1. Without prejudice to the fact that the agreed-upon terms and conditions are applicable to all subsequent orders, the parties expressly agree that each individual order completes a single sale and that any permanent or exclusive relationship between the Parties is expressly excluded.
- 1.2. It is understood between the Parties that the acceptance of or payment for goods by the supplier does not constitute a contract.

2) Terms and conditions of supply

- 2.1. A clear and legible signed copy of this order must be returned for acceptance by postal mail, fax, and/or e-mail to: Silea Liquid Transfer S.r.l. Acquisti, Via I° Maggio 19, 40064 OZZANO DELL'EMILIA no later than 10 days from the date of dispatch.
- 2.2. The contract is considered concluded by Silea Liquid Transfer S.r.l. only upon receiving the acceptance of the order in conformity with Art. 2.1 above; therefore, if no order acceptance is received within the aforesaid terms, the order will automatically be canceled.
- 2.3. The supplier's quotations and order proposals drawn up on different forms and/or communicated by telephone shall be considered non-binding and shall not give rise to fees of any kind to the supplier unless express written acceptance is given by Silea Liquid Transfer S.r.l.
- 2.4. The supplier declares to be aware that any agreements, negotiations, or modifications agreed orally with agents, associates, or employees of Silea Liquid Transfer S.r.l. are not binding unless confirmed in writing by means of a regular order change by Silea Liquid Transfer S.r.l.
- 2.5. As a rule, partial deliveries are not permitted, unless Silea Liquid Transfer S.r.l. has expressly agreed to them.

3) Prices

- 3.1. The prices are understood to be fixed and invariable until the order is completed, even if changes of any type should occur regarding the costs of materials and labor. The supplier expressly and irrevocably declares that it waives any application of the provisions of Articles 1467 and 1464 of the Italian Civil Code.
- 3.2. The prices are understood to include delivery to destination ("DDP" according to Incoterms 2010).

4) Delivery and delivery terms - checks and verifications

- 4.1. The delivery terms specified in the order are binding; therefore, the supplier is liable for late delivery.
- 4.2. In particular, in case of delays in delivering the goods, Silea Liquid Transfer S.r.l. reserves the right to cancel the order and/or to apply at its complete discretion a penalty equal to a maximum of 10% of the value of the goods not delivered, which must be paid no later than 30 days, without prejudice to any further compensation for damage. If the order provides for partial shipments, the balance remaining to be delivered may be subject to the payment of the penalty and to a claim for compensation for the above-mentioned damage.
- 4.3. The products are to be delivered to the agreed delivery point ("DDP" according to Incoterms 2010), and the place of supply is the place where the goods are to be delivered according to the order. The Supplier assumes all the risks of loss or damage to the goods until they are received by Silea Liquid Transfer S.r.l. or its representative in accordance with the contract at the agreed delivery point, which is the facility of Silea Liquid Transfer S.r.l. unless otherwise indicated.

- 4.4. At the time of delivery of the product, Silea Liquid Transfer S.r.l. and/or a person authorized and empowered by them will be required to inspect the unloaded goods.
- 4.5. Silea Liquid Transfer S.r.l. undertakes to inspect the goods at the same time they are unloaded from the means of transport and to report any defects without delay at the time of their discovery; in any case, the supplier waives any claim regarding delay in the notification of defects.
- 4.6. Following such notification, Silea Liquid Transfer S.r.l. will have the right, at its sole discretion, alternatively to request the replacement or repair of the goods or a reduction in the price. The disputed goods may be returned to the supplier on the initiative of Silea Liquid Transfer S.r.l., with the supplier being responsible for the relevant costs.

5) Inspections, checks, and verifications

- 5.1. Silea Liquid Transfer S.r.l. reserves the right to follow the progress of the order at the supplier's facility for quality control purposes.

6) Warranty

- 6.1. The supplier guarantees the order against any defect in materials or incorrect machining.
- 6.2. The goods provided by the supplier and/or third parties will be guaranteed against defects and ensured by the warranty specified in Art. 1490 of the Italian Civil Code and by all the guarantees, without exception, provided for by Italian law for which the supplier irrevocably waives henceforth to make any claim concerning any delay of Silea Liquid Transfer S.r.l. in reporting defects.
- 6.3. If the supplier does not immediately address the defects after being requested to do so by Silea Liquid Transfer S.r.l., in the event of urgency and, in particular, to avoid imminent risks or to prevent further damage, the latter shall be authorized to effect directly, or through third parties, any appropriate correction of the defects at the expense of the supplier.
- 6.4. During this warranty period, the supplier undertakes to immediately replace free of charge all those items that do not satisfy the technical specifications or that are inadequate for the required use. The warranty will automatically be renewed for the same period specified above for all parts that are replaced, repaired, or modified, starting from the date of delivery to the facility of Silea Liquid Transfer S.r.l.
- 6.5. Any replacement of parts during the warranty period will be delivered carriage free to Silea Liquid Transfer S.r.l., and all related charges (customs, transportation, VAT, etc.) are the supplier's responsibility.
- 6.6. The warranty, at the sole discretion of Silea Liquid Transfer S.r.l., may relate to a request to repair or replace the defective product or to the refund of the price.
- 6.7. If the supplier provides goods that it does not fully own, it shall undertake to hold completely harmless Silea Liquid Transfer S.r.l. against any third party requests or claims regarding such supply, and to provide full guarantee in this regard.
- 6.8. The Parties further agree that, in derogation of the provisions of the third paragraph of Art. 1495 of the Italian Civil Code, the limitation period for claims for compensation for defects is three years - except in the case of fraudulent erroneous statements.
- 6.9. The parties agree that if Silea Liquid Transfer S.r.l. disputes the supply of products for any reason and/or cause, it may suspend payment until its regularity and the validity of the claims have been judicially ascertained with a definitive judgment, so that the supplier cannot act to collect the relevant receivable and no interest of any kind may be applied to the amounts not paid by Silea

Liquid Transfer S.r.l., not even statutory interest and/or the interest provided for by Italian Legislative Decree no. 231/2002 as subsequently amended.

6.10. No dispute or claim entitles the supplier to suspend or delay the provision of the agreed products.

7) Payment terms

- 7.1. The ownership of the goods will be transferred to Silea at the time of acceptance by Silea Liquid Transfer S.r.l. of the goods at its own works.
- 7.2. The payment terms indicated in the order are those that are valid. Payment is conditional on a check of the invoice.
- 7.3. Silea Liquid Transfer S.r.l. has the right, at any time, to suspend or cancel the order or modify the payment terms if, at its sole discretion, the supplier is not solvent or is experiencing difficulties remaining solvent.
- 7.4. Silea Liquid Transfer S.r.l. may offset the amounts requested from the supplier for compensation for damage with those due to them for supplying the products, even if Silea's credit is not confirmed, liquid, and collectible.
- 7.5. Any payment for the supply will not affect the right of Silea Liquid Transfer S.r.l. to dispute the supply and to repeat the payment, or to make a claim to the supplier for compensation for all damage incurred, with none excluded.

8) Force majeure

- 8.1. If one of the Parties is affected by an event of force majeure involving labor disputes, with disruption of activities beyond its control, the other party must be immediately notified of such situation, clarifying the nature and extent of the force majeure event.
- 8.2. Neither of the Parties shall be held liable for breaching this Contract, or in any other manner liable to the other party, for any delay in the performance of, or failure to fulfill, any of the contractual obligations, if such delay in the performance of the contractual obligations or failure to fulfill them is due to a Force Majeure event that was reported to the other party, and the time for fulfilling such obligation shall be extended by mutual agreement.

9) Product Liability and Product Recall Procedure

- 9.1. If a product liability action is filed against Silea Liquid Transfer S.r.l., the supplier is obliged to indemnify and hold harmless Silea Liquid Transfer S.r.l. if and to the extent that the damage is due to a defect in the product supplied by the supplier, with all related costs being the supplier's responsibility.

10) Right of withdrawal and termination

- 10.1. In addition to the legal rights of withdrawal and termination, Silea Liquid Transfer S.r.l. may, at its sole discretion, withdraw from the contract with immediate effect if: the supplier has stopped supplying its customers, the supplier's asset and/or financial situation is or may have deeply or significantly deteriorated thereby compromising the commitment to supply Silea Liquid Transfer S.r.l., the seller has become insolvent or is in a state of excessive indebtedness and/or suspends its payments and/or has filed for bankruptcy or other insolvency proceedings or restructuring proceedings involving the supplier's assets.
- 10.2. In the event that the supplier only partially executes an order, Silea Liquid Transfer S.r.l. has the right to cancel the entire contract, if it is not interested in partial fulfillment.

10.2. If Silea Liquid Transfer S.r.l. withdraws from or terminates the contract by virtue of the above-mentioned termination rights, the supplier will be required to compensate Silea Liquid Transfer S.r.l. for its resulting losses and/or damage caused to it unless the supplier is not responsible for the situation giving rise to the exercise of the right of withdrawal from and/or termination of the contract.

11) Confidentiality

11.1. The supplier undertakes not to disclose the confidential information of Silea Liquid Transfer S.r.l. of which it has learned as a result of supplying the goods.

12) Final provisions

12.1. The voiding of one of the clauses of any of these terms and conditions will not invalidate the other terms and conditions.

13) Applicable law and court of jurisdiction

13.1. These purchasing terms and conditions are governed exclusively by Italian law.

13.2. For any dispute arising from or in connection with these terms and conditions, the Court of Bologna shall be the exclusive court of jurisdiction, with the agreed exclusion of any other competing or alternative court.

14) References

14.1. All communications and documents, delivery notes, and invoices concerning the supply, and any correspondence must include the following information: recipient, order no., item no., delivery date, and payment date.

15) Official language

15.1. In the event that these general purchasing terms and conditions are drawn up in English and in Italian, in case of disputes concerning the correct interpretation of the contract, reference will be made exclusively to the Italian version.

16) Consent to the processing of personal data

16.1. In conformity with Art. 10 of Italian Law no. 675 of 31/12/1996, the Supplier's personal data may be processed, which entails such personal data's collection, recording, organization, storage, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, dissemination, deletion, and destruction, or the combination of two or more such operations. Such personal data will be processed for the following purposes: Management, accounting, taxation, statistics, commercial, marketing, credit protection/management/assignment, as well as meeting the obligations of current legislation and for financial assessment in relation to the precise fulfillment of the contractual obligations. The processing of personal data shall be carried out by appropriate means that guarantee its security and confidentiality and may be performed both on paper and using information technology tools. We would also like to inform you that, in connection with the aforesaid data processing, you may exercise the rights provided for under Art. 13 of Italian Law no. 675/96, listed below. Data may be communicated and disseminated to: § Commercial agents, suppliers, customers, couriers and shipping agents, associates, commercial and marketing firms and organizations; § Banks, lending institutions,

leasing companies, credit protection, transfer, and recovery companies, factoring companies, insurance companies, brokerage firms; § Professional (law and business) offices, data processing companies, consulting firms, statistics companies; § Subsidiaries, affiliates, or associates of Silea Liquid Transfer S.r.l. The interested party's data may be communicated and transferred abroad in compliance with the law.

The supplier declares to have read the information contained in this notice and Art. 13 of Italian Law no. 675/96 and expresses its consent to the processing of its personal data in relation to the purposes specified therein. It also declares to consent to the communication and dissemination of the data for the purposes specified in this disclosure, including promotional and advertising initiatives intended for unspecified individuals.

Place: _____, Date: _____

For Silea Liquid Transfer S.r.l.

For the Supplier

The following articles are specifically approved in conformity with and pursuant to Articles 1341 et seqq. of the Italian Civil Code:

1.1. Scope of validity of the terms and conditions, 2.3. lack of obligations and fees in favor of the supplier, 2.4. lack of representation of the agents, associates, and/or employees of Silea Liquid Transfer S.r.l., 2.5. unacceptability of partial deliveries, 3.1. fixed prices and supplier waiver, 3.2. prices are for DDP delivery, 4.1. delivery terms are binding, 4.2. late delivery and cancellation and/or penalties and/or compensation for damage - supplier's responsibility, 4.3. DDP delivery, 4.5. supplier waiver of claims in case of a delay in the notification of defects, 4.6. rights of Silea Liquid Transfer S.r.l. if defects are reported and supplier's responsibility for expenses, 6.1. supply warranties, 6.2. warranty pursuant to Art. 1490 of the Italian Civil Code, 6.3. third-party service at the expense of the supplier, 6.4. automatic renewal of the warranty, 6.5. part replacements delivered carriage free to Silea Liquid Transfer, 6.6. rights of Silea Liquid Transfer S.r.l. specified in the warranty, 6.7. Silea Liquid Transfer S.r.l. held harmless against third parties for goods owned by third-party suppliers, 6.8. limitation period for compensation, 6.9. suspension of payments and absence of interest, 6.10. duty to supply the products even in case of supplier claims, 7.1. transfer of product ownership, 7.2. payment terms specified in the order and checking the invoice, 7.3. rights of Silea Liquid Transfer S.r.l. if the supplier's solvency situation changes, 7.4. right to offset amounts, 7.5. rights in case of payment for the supply, 8. force majeure, 9.1. Silea Liquid Transfer S.r.l. held harmless in case of product liability and product recall procedure and costs, 10.1. right of withdrawal and termination, 10.2. right to cancel the order, 10.3. compensation, 11.1. confidentiality, 12.1. validity of the contract. 13.1. applicable law, 13.2. court of jurisdiction, 15.1. official language, 16. consent to the processing of personal data.

Place: _____, Date: _____

For Silea Liquid Transfer S.r.l.

For the Supplier
