

General Terms of Sale

1 – Scope

The sales made with Flexitallic Italy, s.r.l. (“Seller”) are exclusively governed by these general terms of sale, to the exclusion of all other documents such as brochures, catalogues or documentation issued by Seller, which are not binding and only given for your information.

By agreeing to place an order, the Customer unconditionally accepts these general terms of sale that solely govern all sales of Goods by Seller, to the express and explicit exclusion of the buyer’s general terms of purchase or any other document emanating from the latter, the stipulations therein being cancelled as of right and without formality. Seller’s failure to avail itself of any of these clauses at a given time cannot be interpreted as valid renunciation of the right to do so at a later date.

2 – Order

The Customer must place the order with Seller in writing. The Customer’s order must state precisely the item numbers and quantities of the product(s) it wishes to order. The order becomes firm and the sales contract is only entered into when Seller accepts the order, by means of an order acknowledgement sent to the Customer or, failing which, delivery of the order. The undertakings made by sales agents are only valid after acceptance by Seller under the conditions described above. Any modification and/or cancellation of an order for product(s) must be made in writing and more particularly by letter, fax or e-mail before its acceptance by Seller. Seller cannot take into consideration any cancellation or modification made after this deadline and it will give rise to delivery, invoicing and payment under the terms and conditions described herein. Any order fulfilled by Seller must be paid by the Customer, who will notably be required to take delivery thereof. Seller will have the option to withdraw any product from its catalogue at any time, without the Customer being entitled to claim damages or any other compensation on that account.

3 – Delivery – Procedures – Deadlines

Unless specifically stipulated otherwise by the parties, the delivery is made by direct handover of the products to the Customer to the carrier chosen by Seller. The delivery times are given as a rough guide and may on no account incur Seller’s liability and/or give rise to penalties for delay, damages, deductions or cancellation of orders, irrespective of the causes, extent and consequences of the delay. Seller reserves the right to make partial deliveries depending on the available quantities. Seller will be released from its delivery obligation in case of absolute necessity, notably including but not limited to in the event of war, riot, fire, strike, act of God, technical hitch in a plant or machine breakdown, impossibility of procurement, any change in regulations, production shutdowns, stock shortages and more generally, any event recognized by the applicable case law as constituting a case of absolute necessity.

4 – Transfer of risk – Transport

Unless specifically stipulated otherwise by the parties, the products are sold ex-works (ex-works our warehouses – Incoterms CCI 2000) and travel at the Customer’s risk notwithstanding Seller’s reservation of title clause as stipulated in Clause 9 herein. If the products are to be delivered in Italy, the Seller may decide to deliver the products using Incoterms DDP at the Customer's premises or at another location specified in

writing by the Customer Barring any provision to the contrary agreed on by the parties, the transport is carried out at the Customer's expense, by the carrier selected by the Customer or, failing which, by Seller. The products are in the Customer's safekeeping as of their delivery, and the latter must shoulder all the corresponding risk.

It is up to the Customer to inspect the products on delivery and, in case of loss, theft or damage in transit, to mention on the delivery receipt any explicit written reservations clearly revealing the nature of the damage or the quantity of items missing on receive of the products, and to confirm these reservations by registered letter with acknowledgement of receipt or extrajudicial process sent to the carrier within eight days of taking delivery of the products. The loss or deterioration of the products in transit will be without incident on the Customer's obligation to proceed with payment in full of the said products on the due date. The Customer is invoiced for the packaging of goods as well as, where applicable, the transport and insurance.

5 – Non-conformity – Returns

Without prejudice to the arrangements the Customer must make with the carrier, as defined above, any complaint by the Customer involving the visible defectiveness or the non-conformity of the products must be justified, mentioned on the delivery note then confirmed to Seller by the Customer in writing within 8 days of the delivery. After which time Seller will not accept any complaint for non-conformity. Seller reserves the right to proceed with any inspection in situ. If these conditions are not respected, the products will be deemed compliant and Seller's liability or Seller's warranty may not be invoked.

Any return of products not in compliance with the order must be the subject of prior written consent on the part of Seller. Any product returned without Seller's prior written consent will be refused and invoiced under the conditions described herein. The returned products must be in perfect working order, unused and in their original packaging, and sent to the following address:

Leonardo Da Vinci 6/B, Ticengo (CR) 26020, Italy

The agreed return (in writing between the parties) of products recognized as non-compliant by Seller will give rise to their free replacement, to the exclusion of any compensation or damages.

6 – Prices – Terms of payment

Unless otherwise specified by the parties, the products are sold at the prevailing prices on the date of the order. Seller reserves the right to modify its prices at any time, without the Customer being entitled to claim damages or any other compensation on that account. The prices are taken to mean excluding tax. Unless the parties expressly agree otherwise, the payments are made by bank transfer in Euros to Seller within no more than 30 days of the delivery date. Any payment in full of the invoice made before that date will merit a discount of 0.2% per month. This discount will not apply to payments due before delivery.

7 – Late payment or failure to pay

Failing payment within the deadline referred to in Clause 6 above, the Customer will be liable as of right for late payment penalties, the amount of which will be calculated by applying an interest rate to the amounts

owing equal to 3 times the prevailing official rate of interest, as well as a set fee for recovery costs equal to €40. If the incurred recovery costs exceed this set fee, the creditor may demand additional compensation, subject to providing proof thereof. The possible complaints and returns do not exempt the Customer from paying each invoice on its due date. Failure to pay all or part of an invoice by the agreed due date will lead to immediate payability of the total outstanding balance owed to Seller by the Customer, even if some invoices are not yet overdue and irrespective of the planned method of payment. Moreover, in case of late payment or failure to pay, 48 hours after serving formal notice to pay by registered letter with acknowledgement of receipt or by e-mail or certified e-mail, in vain, Seller will have the option to cancel all outstanding orders and to demand the return of the products already delivered but as yet unpaid. The recovery costs will be payable by the Customer.

8 – Liability

Seller guarantees the conformity of its products with the Customer's order for a period of 12 months from delivery.

Any defectiveness or non-compliance of products shall be reported by the Customer by writing to the Seller – in order to be valid – within 8 days from receipt of products; any hidden defects shall be reported by the Customer by writing to the Seller – always in order to be valid - within 8 days as of the relevant discovery. It being understood that the Seller will not be responsible for any defect even though hidden, being notified in writing, after 12 months of the delivery of products.

Under this guarantee, Seller will be bound to replace non-compliant products, without the Customer being entitled to claim any award for damages or other compensation against Seller. Whenever possible under the governing law, the guarantee provided for in this clause cancels and replaces all other explicit, implicit or legal guarantees and conditions, among other things the guarantees and conditions on merchantability, accuracy, true description, fitness for purpose, satisfactory quality and quiet possession. Whenever possible under the governing law, Seller expressly denies any liability concerning the latter. Notwithstanding what goes before, Seller's full responsibility hereunder cannot exceed the amount of the order giving rise to the loss. In any event, this amount cannot exceed the sum of €20,000. It being specified that in any event Seller may not be held liable for any consequential damage caused to the Customer.

The warranty shall not apply in the following cases:

- improper storage, handling and transportation, improper or careless use;
- defects attributable to the Customer's negligence and/or use of the products not in accordance with the technical documentation, the information and explanations provided in any case by the Seller, or with the application, installation, or construction of the structures in which the products are installed;
- damage caused by lack of and/or poor maintenance or by repair attempts carried out by persons who are not qualified and/or not previously authorized by the Seller and/or not carried out in a professional manner and/or using non-original spare parts or parts other than those specified by the Seller.

9 – Reservation of title

The products sold by Seller will only become the Customer's property on the effective date of payment in full of the amounts owed by the latter (price and late payment interest, where applicable), including the price

of ancillary services, such as transport charges, among other things, when due. If the payment is not made within the allotted time, Seller reserves the right to take back the products delivered, at the Customer's expense and risk, without prejudice to any other claim or action Seller may invoke in addition.

Therefore, until such time as the price is paid in full, the Customer must individualize the products delivered hereunder and see to their proper safekeeping. The Customer will be liable to Seller for any damage in transit or loss of products occurring before their full payment as defined above and will have to compensate Seller for all losses incurred on this account. At Seller's request, the Customer must prove that it has taken out an insurance policy covering all assets necessary to conduct its business, including products that it does not own. It undertakes to keep these guarantees up until it acquires the title to the sold products.

Until the transfer of ownership of the products to the Customer, the latter undertakes, among other things, not to resell the products, mix them with products from other suppliers, integrate them into components, or even but not limited to incorporating them into equipment.

Moreover, it undertakes not to grant the title to these products as security or assign them a guarantee.

Furthermore, in the event that proceedings are instituted against the Customer for insolvency, attachment or any other third-party claim on the products, the Customer must imperatively report this to Seller forthwith by any appropriate means, so that it may oppose them and defend its rights.

10 – Non-disclosure clause

Barring the other party's explicit prior consent, each party undertakes not to disclose to any third party, for an unlimited period, any kind of confidential information communicated to it by the other party concerning its activity and/or businesses, including but not limited to any information relative to the technical or commercial expertise, trade secrets, inventions, processes or initiatives, specifications, operations, plans, studies, reports, product details, designs, facts and figures and, more generally, any information that may reasonably be construed as confidential, whether the said information is disclosed verbally or in writing, on any medium whatsoever. Notwithstanding what goes before, a party may not be held liable for disclosing the other party's confidential information if it is an established fact that the said information was in the public domain when it was disclosed, through no fault of the party disclosing it.

11-Intellectual Property Rights

The Seller and/or its Affiliate, Flexitallic Investments, Inc. shall have complete ownership of any invention, design or process made or evolved in the course of Seller carrying out the supply of Goods under these general terms of sale. All existing Intellectual Property Rights pertaining to any Goods supplied by Seller under these general terms of sale actually are owned and controlled by Flexitallic Investments, Inc. There can be no valid assignment, license or other purported transfer of any Intellectual Property Rights associated with any Goods without the express written consent of Flexitallic Investments, Inc. Any and all attempted or purported clauses in any terms, conditions, purchase orders, inquiries, or other documents of the Customer regarding the assignment, transfer or license of any Intellectual Property Rights pertaining to any Goods supplied by Seller are completely void, unenforceable and are expressly superceded by the provisions of this Article 11.

Any Goods supplied under these general terms of sale do not to the Seller's knowledge infringe any patent or other registered intellectual property right of any third-party, but the Seller makes no contractual or other

representations in that regard and shall not be liable to the Buyer in any circumstances whatsoever for any actual or alleged infringement of any alleged or asserted third-party Intellectual Property Rights.

12 – Privacy Policy

The Seller will use the data received from the Buyer in accordance with the provisions of the article 13 of EU Regulation 2016/679 of 27 April 2016 (GDPR) and its subsequent amendments.

13– Governing Law -Competent Court

Sales concluded with the Seller, the order contract and these General Terms of Sale are governed by Italian law. The provisions of The United Nations' Convention on the International Sale of Goods shall not apply to this Agreement and are specifically excluded.

Any dispute which may arise concerning the signing, validity, interpretation, performance, amendment and termination of the agreement or of these General Terms of Sale shall be the exclusive jurisdiction of the Court of Milan (Italy).

In case of litigation, the latest Italian version of this document named 'General Terms of Sale shall prevail.
Version: January 2026.

This is the latest version of the General Terms of Sale of Flexitallic Italy s.r.l.