

## 1. Duration of the Agreement

1.1 These General Terms and Conditions of Sale contained herein (hereinafter "General Terms" or "Agreement"), except specific derogations agreed in writing, will govern all current and future supply relations between our Company (hereinafter the "Seller") and your Company (hereinafter the "Buyer"). Each tender, purchase order, order confirmation and delivery will be regulated exclusively by these General Terms and by the possible special conditions indicated on the Seller's Order Confirmation.

1.1 The Seller reserves itself the right to add, modify or delete any provision of the General Terms, provided that such additions, changes or cancellations will apply to all the sales starting from the thirtieth day following the notification to the Buyer of the new conditions of sale.

## 2. Contract formation

2.1 The Seller's offer is deemed to be firm and irrevocable exclusively if it has been qualified in writing together with the specification of the validity date.

2.2 Where sales have been promoted by sales agents, commercial agents and commercial intermediaries of the Seller, they must be deemed "subject to manufacturer's approval"; the Seller, therefore, reserves his right to accept or reject the sales promoted by his sales agents, commercial agents and commercial intermediaries under his own unchallengeable judgment. No orders shall be binding to the Seller until he has received order confirmation accepted in writing by the Buyer.

## 3. Object of Contract

3.1 The object of each contract shall be set from time to time in the Seller's order confirmation sent to the Buyer whenever the Seller accepts a new Buyer's order.

3.2 The Seller's confirmation of the order cannot be canceled by the Buyer without the prior written consent of the Seller.

## 4. Prices

4.1 Unless otherwise agreed in writing, the prices set forth in the Seller's offers are not binding prices but price guidelines only. The binding price shall be the one noted in the Seller's order confirmation.

4.2 The Seller has the right to increase the agreed prices if the adjustment is due to circumstances which are beyond the control of the Seller (but not limited to: an increase in the price of raw materials or labor cost or changes in rates exchange rates).

4.3 The prices are exclusive of taxes, expenses, loading and unloading charges, transport and insurance costs which the Buyer shall pay as additional costs except where otherwise provided for on the Seller's order confirmation.

## 5. Terms of Payment

5.1 Unless otherwise provided for on the Seller's order confirmation, payment must be made no later than the deadline specified in the invoice issued by the Seller and in the currency specified therein.

5.2 Payment is deemed to be made at the Seller's Office at the time of its reception by the Seller. Unless otherwise agreed, the release of bills of exchange or cheques shall not amount to a payment and not involve a renewal of the original obligation. Stamping costs of the bill and the relative bank charges shall in any event be borne by the Buyer. All payments made to carriers, sales agents, commercial agents and commercial intermediaries of the Seller shall not be deemed to be complete until the amounts have been effectively received by the Seller.

5.3 If the payment is done by a Letter of Credit (hereinafter "L/C"), the letter shall be issued in compliance with Uniform Customs and Practices for Documentary Credit of the International Chamber of Commerce in force at the time of the order. Moreover, the L/C shall be irrevocable and confirmed by a Primary Italian Bank chosen by the Seller, wholly or partially transferable, payable on maturity specified on the Order Confirmation and enforceable upon presentation of the documents indicated therein. If the Seller did not require confirmation of the L/C, the payment and the enforcement of the letter can be made, in any event, at one of the issuing bank offices. The opening of a Letter of Credit shall be notified to the Seller by the Confirming or Issuing Bank, depending on the case, within approximately 10 working days after the Buyer receives the pro forma invoice. Unless otherwise noted by the Seller, failure to notify will lead to automatic cancellation of the order. The Letter of Credit will remain effective and binding until the expiry date specified therein.

5.4 If, for any reason, the original terms of payment are postponed, the Buyer shall renew the L/C, agreeing with the Seller on a new date. If the Buyer fails to renew the L/C within 10 days from the agreed deferred date, payment is deemed to be due immediately.

5.5 In the event of delay, irregularity or default in payment by the Buyer, the Seller shall be entitled, at his discretion, to suspend the supplies and/or terminate all current contracts, even if not related to the payments at issue. Particularly, if the delay in payment exceeds 30 (thirty) calendar days, the Seller is entitled to claim contract fulfillment or termination and retain in compensation whatever amount already received, without prejudice to any further and current damages. The suspension of the deliveries or the termination of the current contracts will not entitle the Buyer to claim any further and current damages.

5.6 In the case of failure to comply with the deadline for payment, the Buyer is required, without formal notice, to pay the interest on delayed payment in accordance with the Italian Legislative Decree no. 231/2002, without prejudice to indemnity for any greater injury suffered.

5.7 Any Buyer's complaint and/or non conformity which has been discovered shall not entitle the Buyer to suspend payments, require compensation for damages and/or modification of agreed prices and terms of payment.

5.8 Notwithstanding the above, in case of deferred agreed payments, if not paid on time even a single installment of the price, the Seller may demand immediate full price with the loss by the Buyer of the benefit of the term even if the conditions set out in art. 1186 of the Italian civil code.

## 6. Delivery

6.1 The delivery terms shall be EX WORKS (ICC Incoterms of the International Chamber of Commerce in force at the time of sale) and calculated on a working day basis only in accordance with the Italian calendar, except where otherwise agreed in writing between the Parties. Any different delivery terms shall be in compliance with the said Incoterms in force at the time of the delivery.

6.2 The delivery terms specified in the offers and in the order confirmations are neither binding nor essential but provided for reference only. For binding deliveries express written instructions by the Seller shall be required.

6.3 Unless otherwise agreed in writing, the delivery EX WORKS shall be made by sending a written notice (even by e-mail) to the Buyer, notifying that the goods are available; the Buyer shall have 15 (fifteen) working days from the transmission of the communication to collect the goods.

6.4 If the Buyer does not collect the goods in accordance with the terms agreed or determined in the previous paragraph, he will issue a refund to the Seller for the storage costs that the Seller will inform him of in writing. In the event of failure to comply with the aforesaid deadline, the Seller, at his discretion, shall either require performance or termination of the contract and retain as claims for damages any amounts already collected, without prejudice to any further and current damages.

6.5 It is understood that the Buyer undertakes to collect or pay in full the goods ordered from the Seller even if the Buyer's needs have changed, such as, but not limited to the Buyer having modified his product and the goods previously ordered become useless for him.

6.6 The Seller reserves itself the right to make partial deliveries and is not obliged to accept returns of the goods, unless it is expressly agreed in writing and any cost incurred for this purpose shall be borne by the Buyer.

6.7 The Seller will be relieved of all liability for any delays in delivery in the following cases: (a) where the instructions of the Buyer, necessary to arrange delivery of the goods are not received according to the terms and conditions required; (b) if the Buyer asks for changes of the Seller's order confirmation and/or extensions to the terms of the delivery indicated in the same; (c) in case of force majeure.

## 7. Warranty

7.1 The Seller guarantees that the delivered goods pursuant hereto are newly manufactured, according to the specific technical instructions requested by the Buyer. Defect warranty is limited to the defects of goods, being the fault of the Seller, and shall not apply in the event the Buyer does not prove proper use, maintenance, installation, preservation of the goods and use of the same into environments and for applications that are not consistent with their destination.

7.2 The warranty period shall be 12 (twelve) months. Warranty coverage starts from the delivery date indicated in the transport document. Provided that the Buyer's claim is covered under warranty and notified within the term's limits referred to in this article, the Seller will, at its discretion, to replace or repair the good or the parts of this that presents faults or defects.

7.3 At the moment of delivery, the Buyer undertakes to verify that the goods are undamaged and consistent with the requirements.

7.4 The Seller delivers the goods to the Buyer with packaging marked by adhesive tape showing the own brand of the Seller, as a warranty seal of the content. The Seller therefore guarantees the integrity of goods regularly packed until delivery to the carrier, hauler or Buyer, depending on who performs the transport.

7.5 If the package reaches its destination damaged, the Buyer shall report in writing with proof and date of receipt, any flaw and/or defect of the package on the CMR or on the transport document accompanying the goods, mentioning that the package was damaged and that he received the goods reserving his right to verify and control the content. The Buyer shall give immediate written notice of what happened, with proof and date of receipt, to the carrier, hauler and Seller.

7.6 If the damage or defects occurred during the warranty period, the Buyer shall notify the Seller in writing with proof and date of receipt of the existence of defects no later than 5 days from the date in which the goods arrived at the destination requested by the Buyer.

7.7 The Buyer shall have, in any case, the right to claim in writing for any defects no later than 8 days from discovery.

7.8 The goods that the Buyer considers non-conforming to the requests, shall be put at disposal of the Seller for an assessment of their conformity. After the Seller has examined the goods, he shall notify the Buyer if the complaint is well-founded or not, justifying his decision. (a) If the Seller determines that the goods are non-conforming, he shall authorize the Buyer to return these goods and will issue a credit note in the amount of the non-conforming goods. At the same time, the Buyer agrees to place a new order of replenishment equal to the total amount stated in the credit note. The Seller shall also notify the Buyer of the time and terms in which to replace goods, expenses incurred including those for the transport of goods; the parties shall agree on payment; (b) If the complaint is unfounded, the Buyer shall indemnify the Seller for all costs he has incurred, all expenses for returning the goods and the Seller's staff and/or persons charged time spent on checking.

7.9 Replacement or repair of goods under warranty shall not extend, in any event, the warranty terms.

## 8. Exclusion of Guarantee

8.1 This guarantee will automatically lapse in the event that the goods undergo servicing or modifications.

8.2 The warranty shall not cover any changes in material (such as, for instance, rust) when the Buyer has ordered raw materials (material in carbon steel without surface treatments) or materials in which surface treatments have been made, such as but not limited to, painting, plating, galvanizing, sandblasting.

8.3 The warranty will not cover, in any event, the possible loss of profits or any direct or indirect consequences. Any compensation for damages claimed by the Buyer shall not exceed the invoice price for the goods at issue.

8.4 The warranty therein absorbs and replaces legal guarantees for defects and deformities and excludes any other Seller's liability deriving from delivered goods. Upon expiration of the warranty period no claim can be made against the Seller.

8.5 The warranty will automatically lapse if:

- the Buyer and/or final user has carried out surface treatments on goods such as, but not limited to, painting, plating, galvanizing, sandblasting;
- the Buyer and/or final user carries out any change on goods, including, but not limited to, measures of balance, changing of the tolerance of the hub;
- the Buyer and/or end-user carries out repairs at his own discretion without the written consent of the Seller;
- the damage is due to a failure of the Buyer and/or his personnel and/or persons charged

8.6 The Seller does not assume any liability for damages deriving from negligence, carelessness, misuse and incorrect use of goods, incompetence of the Buyer or his employees and/or persons charged and/or the final customer/user and/or his employees and/or persons charged, from intolerable overload, or any other activity unrelated or not compliant with the normal use of goods, or even for damages caused by modifications and/or repairs, maintenance carried out by personnel not authorized by the Seller in writing, or any other circumstance independent of the action of the Seller, as well as negligent or incompetent installation by the Buyer and/or the final customer/user.

## 9. Early termination of Contract

9.1 The Seller shall be entitled to terminate the Agreement with immediate effect, and without any charges, penalty or liability towards the Buyer, upon the occurrence of one of the following circumstances:

- the Buyer becomes insolvent or declares, in writing, not being able to fulfill his obligation in accordance with the agreed terms and conditions;
- the Buyer makes an assignment for the benefit of creditors or enters into voluntary liquidation or in the event a liquidator or Court-appointed receiver is designated;
- the Buyer commits any breach of Articles 5.5 and 5.6 (failure or delay in payment), 6.4 (non-collection in accordance with terms agreed), 12 (breach of secrecy provision and intellectual property);
- any significant modification in the Buyer's legal structure or in the company management structure or any other modification or alteration of the Buyer's management legal structure or of the financial situation such as to undermine the Seller's expectation of the performance of the Buyer's obligations.

9.2 Notwithstanding the aforementioned, the Seller shall terminate the Agreement if the Buyer commits a serious breach of any provisions of the Agreement or of the possible Special Terms and he does not remedy within 15 days from the date in which the Notice of Default, indicating the nature of the breach, has been notified by the Seller to the Buyer.

## 10. Force majeure

10.1 The Seller shall not be deemed to be in default if the default is due to fire, flood, strike, industrial action or any other industrial accident, inescapable impediment, legal impediment or epidemic (at national or local or production site level) and/or pandemic or any other cause not attributable to the Seller.

10.2 These circumstances will be considered a cause of exemption of liability if the performance of the Seller's obligations is temporary or permanently prevented by them.

## 11. Retention of Title

11.1 The delivered goods remain the property of the Seller until full payment of the price, to the extent permitted by law of the place where the goods are held.

11.2 The Buyer must carry out all formalities required by local laws in order to make valid and executable against all third parties this retention of title clause also by registering in any appropriate register, where required locally.

## 12. Privacy – Intellectual property

12.1 The Buyer undertakes to maintain strict confidentiality and secrecy with regard to technical information and any other information however learned by the Seller. The Buyer undertakes not to disclose such information to third parties and to impose this obligation to its employees and / or collaborators and / or persons in charge for any reason

12.2 The Buyer undertakes not to utilize – directly and/or indirectly - technical information of the Seller, except for the purpose of business relations between the Parties.

12.3 Provision no. 12 shall be applied for the entire term of the contract between the Parties and for a further period of 2 (two) years from its termination date.

#### 12.4 Industrial and Intellectual Property Rights

12.4.1 By signing this Agreement, the Buyer acknowledges the validity and exclusive ownership of the **Ma.ti.ka.** trademark by the Seller, which serves solely to distinguish the products supplied by the Seller, as well as all other industrial and intellectual property rights, including but not limited to the corporate name, domain names, designs and models (whether registered or not), copyrights (also in relation to technical sheets, instruction manuals, custom projects, and designs), trade secrets, and any other rights related to technologies, innovations, inventions, trademarks, and other distinctive signs incorporated into or distinguishing the products supplied by the Seller, and undertakes to respect and not contest them.

12.4.2 This Agreement, unless otherwise specifically agreed in writing with the Seller, does not grant and cannot be interpreted as granting the Buyer any rights of license, sublicense, and/or authorization to use the Matika trademark or other industrial and/or intellectual property rights owned and/or controlled by the Seller.

12.4.3 The Buyer, in particular, unless otherwise specifically agreed in writing with the Seller, also undertakes to:

a) Not use the **Ma.ti.ka.** trademark or affix it to the products supplied by the Seller and/or any other products, and/or their packaging, at sales points as signs or window graphics, on websites, letterhead, business cards, or any other commercial and/or promotional material and/or medium;

b) Not use the **Ma.ti.ka.** trademark as and/or within domain names, email addresses, social media accounts or profiles, e-commerce and/or marketplace platforms, keywords, meta-tags, and/or any other distinctive signs;

c) Not file and/or register directly or through third parties any trademarks, corporate names, domain names, or other distinctive signs owned by the Seller worldwide and/or that may be considered similar and/or confusing with those of the Seller, even if translated into other languages or transliterated;

d) Not create confusion and/or mislead the public regarding its relationship with the Seller; for example, the Buyer shall not refer to itself as a "licensee," "authorized manufacturer," "certified by the Seller," or any other similar reference.

12.4.4 The Buyer undertakes to inform the Seller of any infringement of the **Ma.ti.ka.** trademark and/or any other industrial and intellectual property rights of the Seller as soon as it becomes aware of it and to cooperate by providing all possible support for the protection of the aforementioned trademark and all industrial and intellectual property rights owned and/or controlled by the Seller.

12.4.5 The Seller shall have the right to request, even from an authorized Buyer, prompt compliance with any request to amend, modify, update, and/or immediately cease any use of the **Ma.ti.ka.** trademark and any other industrial and intellectual property rights that may be deemed inappropriate with the Seller's image, reputation, and/or philosophy.

12.4.6 It is understood that the Buyer, even if authorized, must immediately cease the use of the **Ma.ti.ka.** trademark and all industrial and intellectual property rights owned and/or controlled by the Seller in the event of termination of this Agreement for any reason and/or cause.

#### 13 Liability

13.1 The Buyer shall be solely responsible for the risks deriving from any defects due to design and/or inaccurate technical information sent to the Seller.

13.2 The Seller agrees hereby to perform the contract in a competent manner and shall be liable solely and exclusively for the manufacture carried out. The Seller shall not be held in any way responsible

for the technical performance of goods.

#### 14 Miscellany

14.1 These General Terms are an integral part of all supply relations and each Order Confirmation. They supersede all prior understandings or agreements, verbal or written, and shall prevail over any conflicting or additional non-conforming terms and conditions.

14.2 Any changes to these General Terms must be in writing and signed by an authorized representative or procurator of the Seller.

14.3 The invalidity in whole or in part of any individual provisions of these General Terms shall not affect the validity and enforceability of any remaining provisions.

14.4 For the Seller not to use at any time any provision of these General Terms and conditions does not in any way waive the same as any other included in the same.

14.5 The parties declare that they are aware of the contents of the EU Regulation n. 2016/679 ("General Data Protection Regulation") and the Italian Personal Data Protection Code and to give their consent to the processing of their data limited to the terms established by law and the execution of sales contracts and the obligations related to the same.

#### 15 Law and Jurisdiction

15.1 These General Terms and Order Confirmation, as well as all relationships between the Parties, shall be governed by Italian law. The Parties expressly exclude application of the Vienna Convention on Contracts for International Sales of Goods (CISG) of April 11, 1980.

15.2 The Parties shall submit all disputes arising from or associated to this Agreement in the attempt at mediation provided by the International Business Mediation Service of the Chamber of Arbitration of Milan, according to the Rules adopted by such Chamber.

15.3 If the dispute has not been settled pursuant to the said Rules within 45 (forty-five) days following the filing of a Request for Mediation or within such other period as the Parties may agree in writing, such dispute shall be definitively settled exclusively before the Court of Padua.

15.4 Notwithstanding clauses 15.2 and 15.3 above, the Seller shall reserve his power to bring action before the competent judicial Court without or before encouraging conciliation.

#### 16 Code of Conduct and Whistleblowing

With reference to the execution of the activities subject to this order, the client undertakes to comply with and adjust their behavior to the provisions of the Code of Conduct of Ma.ti.ka. S.r.l., available on the website [www.matikasrl.it](http://www.matikasrl.it).

Within the scope of this order, the client also undertakes not to carry out, even through its employees, collaborators, consultants, as well as associates and administrators:

a) Acts or behaviors contrary to the fundamental principles of the aforementioned Code of Conduct;

b) Acts or behaviors contrary to legal provisions, and in particular Legislative Decree 231/01, or that could determine or facilitate the commission of offenses contemplated by the Decree, regardless of their actual consummation or punishability.

The client also undertakes to comply with requests for information or the exhibition of documents by Ma.ti.ka. S.r.l.

The client hereby indemnifies Ma.ti.ka. S.r.l. from any sanctions or damages that may arise as a consequence of the violation of the aforementioned Code of Conduct by the client or its potential collaborators.

The client must also report information that may raise suspicions, even potential, of violations of the Code of Conduct of Ma.ti.ka. S.r.l. to the Whistleblowing Officer of the same through the channel [odv@matikasrl.com](mailto:odv@matikasrl.com), also established in accordance with Legislative Decree March 10, 2023, no. 24, published in the Official Gazette on March 15, 2023, concerning the implementation of Directive (EU) 2019/1937 on "the protection of persons who report violations of Union law (so-called Whistleblowing discipline)

Date: \_\_\_\_\_ Stamp and signature of the Buyer \_\_\_\_\_

Pursuant to and in accordance with Articles 1341-1342 of the Italian civil code, the Buyer declares to have acknowledged and specifically accepted the following provisions: art. 2 (Contract formation), art. 4 (Prices), art. 5 (Terms of Payment), art. 6 (Delivery), art. 7 (Warranty), art. 8 (Exclusion of Guarantee), art. 9 (Early Termination of Contract), art. 10 (Force majeure), art. 11 (Retention of title), art. 12 (Privacy - Intellectual property), art. 13 (Liability), art. 15 (Law and Jurisdiction).

Date: \_\_\_\_\_ Stamp and signature of the Buyer \_\_\_\_\_

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