

SUPPLY GENERAL CONDITIONS

1. Definitions

- 1.1 **"Supplier"** means the company belonging to Gruppo Sogimi S.p.A. as indicated in the Order Confirmation;
- 1.2 **"Client"** means the person (either individual or legal entity) who makes the purchase;
- 1.3 **"Parties"** means the Supplier and the Client as jointly indicated herein;
- 1.4 **"Order"** means the request that may be transmitted also by means of email for the goods on sale;
- 1.5 **"Order Confirmation"** means the acceptance of the Order filled-in and transmitted by the Supplier to the Client;
- 1.6 **"Products"** means the goods to be supplied as described in the Order Confirmation or in the Order itself in the event that the Order is given execution without any prior transmission of the Confirmation Order pursuant to Article 3 below;
- 1.7 **"Supply General Conditions"** means the present general terms and conditions and their subsequent amendments and integrations made by the Supplier as communicated to the Client and also available on the following website of the Supplier www.sogimi.com/condizioni-generalivendita;
- 1.8 **"Supply Contract"** means the contract entered into by and between the Supplier and the Client pursuant to Article 3 below;
- 1.9 **"Manufacturer"** means the manufacturer of the Product or of a part of it or the supplier of the raw material used to manufacture the Products.

2. Nature and effect of the Supply General Conditions

- 2.1 These Supply General Conditions apply to any contractual relationship executed by the Supplier and the Client pursuant to Article 3 below. These Supply General Conditions aim to set the terms and conditions which shall apply to the supplies of Products that will be made by the Supplier to the Client.
- 2.2 The Supplier does hereby reserve the right to amend and/or to vary the Supply General Conditions as herein set out at any time, by including such amendments or variations to the Order Confirmation or to any written correspondence addressed to the Client.
- 2.3 These Supply General Conditions, as subsequently amended and/or varied by the Supplier, shall be considered as an integral and substantive part of any Order, Order Confirmation and all document concerning the supply.
- 2.4 These Supply General Conditions exclude the application of any other supply general terms and conditions applied by the Client, except for the ones that have been expressly accepted in writing by the Supplier.

3. Order and Order Confirmation

- 3.1 The Client Order shall be given in writing. It shall be considered accepted by the Supplier and the Supply Contract shall be considered executed upon receipt in written by the Client of the Supplier's Confirmation Order.
- 3.2 If the Supplier, at its own discretion, refuses part of the Order or changes the quantity of the goods, the Supplier shall expressly notify the Client in writing in the Confirmation Order. In this case the Supply Contract shall be considered executed upon receipt by the Supplier of the Confirmation Order duly signed for acceptance by the Client, and at the terms and conditions set out in the Confirmation Order. Any additional amendments or integrations requested by the Client shall be accepted in writing by the Supplier.

3.3 Without prejudice to what provided above, should the Supplier give execution to the Order without having previously notified in writing its Order Confirmation, the Supply Contract shall be deemed entered into in time and place where such execution of the Order was started and in respect to those goods, quantity and modalities of supply as they will be indicated in the Order itself, pursuant to Article 1327 of the Italian Civil Code.

3.4 During the execution, the Client may request to the Supplier amendments about the quantity of the Products and the date for delivery. The Client request will be assessed by the Supplier and in case of Supplier's refusal the first Order Confirmation shall be considered confirmed, otherwise in case of Supplier's acceptance a new Order Confirmation shall be sent to the Client.

3.5 The Supplier reserves the right to carry out the modifications of the Products appear to be necessary or suitable without any prior notification to the Client. Any information or data relating to the Products contained in catalogues and any other documents shall be considered as indicative and not binding for the Supplier.

3.6 The Order sent to the Supplier is not revocable by the Client, except if the Client fully compensates the Supplier for any direct and indirect damage incurred for the withdrawal and refunds all the costs and expenses borne by the Supplier.

4. Products delivery and shipping

4.1 The date agreed for the delivery in the Order Confirmation or in the Order in the event that the Order is given execution without any prior transmission of the Confirmation Order pursuant to Article 3.3 above, shall be considered as indicative and not binding for the Supplier.

4.2 The delivery – with the subsequent transfer of risks to the Client - shall be deemed to have taken place on the date of the delivery of goods to the first carrier or to the Client directly at the Supplier's warehouse, as the case may be.

4.3 The Supplier shall not be liable for any loss or damage of any kind whatsoever caused by any delays in the delivery of the Products due to force majeure, to reasons that are not ascribed to him or that may be ascribed to the competent administrations or to the courier. All the expenses, costs or other burdens that may have been incurred as a result of said delays shall entirely be at the charge of the Client who shall not be entitled to raise any claim in this respect against the Supplier.

4.4 Should either the Products not be collected or the delivery of the Products become impossible due to reasons that may not be ascribed to the Supplier, as long as these Products are stored at the Supplier's warehouse, the Client shall pay, in addition to the consideration due for the supply, the storage and administrative costs incurred by the Supplier and the expenses charged by the courier, if any.

5. Force majeure

5.1 Force majeure means any event beyond the Seller's will and behavior, reducing or setting aside its productivity in any manner whatsoever (for example but not limited to strikes, natural causes, fires, flood, war, accidents, explosion, partial or total breakdown of the machinery or of the equipment to be used in the manufacturing of the Products, energy, utilities, transports black-outs or limitation, lack of or delayed delivery of raw materials or part of them by the suppliers due to administrative measures or any other cause beyond the Supplier's control etc.).

5.2 The Supplier will not be liable vis-à-vis the Client for any damages deriving from delay occurred in the delivery of all or part of the Products due to force majeure and the delivery terms shall be considered extended for so long as the period of time the force majeure is still in effect. If any force majeure event has been in existence for a period of 150 consecutive days or longer, either party shall be entitled to terminate the Supply Contract upon a 10 days' written notice, without any right to claim compensation for any damages suffered by the other party; in such a case any and all costs and

charges for any reason whatsoever incurred shall be borne by the Client. In the event that the Supplier has completed the production of Products in the meantime, the Client shall pay the price of the Products useful for him.

6. Application equipment

6.1 The equipment (for example the die cutter, *fustelle*) that will be created by the Supplier to make the Product ordered by the Client are the result of specific technical measures and activities strictly relating to the Supply Contract object, and they are owned by the Supplier as a consequence thereof. The related cost charged to the Client and included in the overall price of the Products, shall be considered as a compensation for the equipment goodwill. The equipment will be stored at the Supplier's plant and it will be available to the Client's next orders for a period not exceeding 5 years. After this period, the Supplier may destroy it, unless otherwise specifically agreed in writing by the Parties.

7. Prices

7.1 The prices of the Products are set out in the Order Confirmation or in the Order itself in the event that the Order is given execution without any prior transmission of the Confirmation Order pursuant to Article 3.3 above. Unless otherwise specifically agreed in writing by the Parties, the prices shall be understood in Euro excluding VAT and including packaging for shipping. In case of Client's request or in case of specific needs of the particular shipping of the Products, the Supplier may ask an additional contribution for specific packaging.

7.2 It being understood that, unless otherwise agreed in writing, shipping costs, customs duties, duties, taxes or fees for the export and all sorts of encumbrances shall be borne by the Client.

8. Payment

8.1 The payment of the Product price shall be made by the Client through R.I.B.A. or bank transfer to the bank account specified by the Supplier from time to time in the Order Confirmation or in the invoice, in the event that the Order is given execution without any prior transmission of the Confirmation Order pursuant to Article 3.3 above, and at the terms set out therein.

8.2 In case of delay of payment behind the terms set out in the Order Confirmation or in 30 days after receipt of the invoice by the Client in the event that the Order is given execution without any prior transmission of the Confirmation Order pursuant to Article 3.3 above, the Client shall pay to the Supplier the financing charges provided by the Legislative Decree no. 231 of October 9, 2002, without any formal notice by the Supplier. Unless otherwise agreed, the interest rate will be equal to the interest rate applied by the European Central Bank to its most recent refinancing instrument, in force at the day of payment or the last recorded, increased by 7 percentage points.

8.3 Until full payment of all the invoices, the Supplier will have the right to suspend the execution of the current Orders. In case of delayed payment for a period of more than 15 days from the date of payment set out pursuant to Article 8.2 above, the Supplier will be entitled to terminate the Supply Contract and any contract concluded with the Client and not yet executed. In this case, the Supplier will be also entitled to compensation for damage.

8.4 In case of delayed of payment, the Client will also lose the potential discount agreed on each Order.

9. Retention of title

9.1 It is understood between the Parties that until such time as full payment has been received by the Supplier for all the Products whatsoever supplied, all Products shall remain the property of the Supplier.

9.2 The Client shall guard the Products supplied with diligence until the full payment and the subsequent transfer of ownership. In this regard, the Client remains the sole responsible for any risk of loss, theft, deterioration and/or whatever should happen to the Products after the delivery to him, also if caused by force majeure or unforeseeable circumstances, and also for the maintenance and repair costs.

9.3 This Article concerning the retention of title does not affect the transfer of risks to the Client pursuant Article 4.2.

10. Guarantee on Products

10.1 The Supplier guarantees that the Products supplied will comply with the technical specifications declared by the Manufacturer in the Product's technical sheet, which the Client declares to know and accept.

10.2 The Supplier also guarantees that the Products are free from any defects, in accordance with and within the limits of the technical guarantee given by the Manufacturer and provided in the manuals of the technical guarantee in force upon the delivery of the Products, if any. This guarantee will be considered as a substitute for any other guarantee of any nature whatsoever, whether explicit or implicit, including all implicit securities of merchantability and suitability for a particular purpose, which the Supplier declares not to grant, unless otherwise expressly agreed in writing between the Parties.

10.3 The Supplier does not guarantee, in fact, that the Products will comply with particular specifications or technical characteristics or that they are capable for particular forms of use, except for the characteristics expressly agreed in writing between the Parties. The Supplier, therefore, shall not be responsible in any manner for any damage or loss of profit incurred by the Client as a consequence of the use, non-use, or installation of the Products in other products.

10.4 The guarantee shall not operate, without limitations and by way of example, where it is possible to find:

- Transport failures (scratches, dents and similar);
- Damages deriving from environmental, climatic and other changes;
- Damages deriving from negligence, malpractice, tampering or inability to use by not authorized personnel or the Client or the Client's personnel;
- Incorrect methods of storage, conservation and maintenance of the Product;
- Inappropriate use of the Product;
- Tampering or any direct attempts to repair or modify the Product;
- Late intervention to limit the consequences of any malfunction of the Product;
- Normal deterioration of the Product deriving from its use;
- Time and way of storage not appropriate or not in line with the provisions of the Product's technical sheet.

10.5 Pursuant to and for the purposes of the guarantee referred to in this Article, the Supplier undertakes to remedy any faults/defect, lack of quality or lack of conformity of the Products ascribed to him within the limits of the technical guarantee given by the Manufacturer, which occurred within twelve months from the delivery of the Products, provided that it has been promptly notified in accordance with the provisions of Article 11. In the event of any faults, lack of quality or defects of the Products, the Supplier shall choose to repair or replace the defective Products, at its own discretion. The Products replaced or repaired under guarantee shall be subject to the same guarantee for a period of six months starting from the date of repair or replacement. It is intended that the abovementioned guarantee is absorbent and substitutive of the securities or liabilities provided by law and excludes any other liability of the Supplier in any case originated from the

defective Products (for example compensation for damages, loss of profits, withdrawal campaigns, etc.).

11. Disputes on supplies

11.1 The Client shall check the Products at the time of delivery even before they are used or sold. Any possible claims relating to the condition of the packaging, quantities or external characteristics of the Products shall be notified to the Supplier through a registered letter with return of receipt or PEC, subject to penalty of expiration, within 8 days from the delivery. Any possible claims relating to faults which could not be detected by accurate checking at the moment of receipt (hidden defects) shall be notified to the Supplier through a registered letter with return of receipt or PEC, subject to penalty of expiration, within 8 days from the date of discovery of the faults and in any case not later than 12 months from the delivery. The Supplier shall not accept any claim relating to the Products already used by the Client without taking into account the specific characteristics of the Product and of the processing systems set out and any claims or disputes about specific applications not previously agreed in writing between the Parties.

11.2 Any possible discrepancy between the quantity of goods delivered and the quantity agreed in the Order shall not give the right to the termination of the Supply Contract or to the suspension of the payments, but only to the integration of the supply with the missing Products.

11.3 Unless otherwise agreed, the Client shall undertake to accept a quantitative tolerance on supplies of 10% more or less than the quantity established in the Contract. A tolerance on dimensions of 10% for compact materials and 15% for expanded materials is also permitted.

11.4 The Client shall undertake not use any defective Products and shall report with no delay any claims by third parties of which he shall become aware.

11.5 It is understood that any possible claims or disputes shall not entitle the Client to suspend or in any case delay the payments of the Products subject to dispute or other supplies and that the Client will be responsible for any possible returns of goods.

12. Contractual liability

12.1 Except in the case of willful misconduct or gross negligence (*dolo o colpa grave*), in no case the Supplier shall be liable for damages to persons or things arising from the use of the given Product.

12.2 The Supplier's liability shall not extend in any case to indirect damages, unforeseeable damage and in any case outside the circumstances for which the product guarantee may operate.

13. Termination

13.1 The Supplier reserves the right to terminate the Supply Contract, without any formal notice, pursuant to and for the purposes of Article 1456 c.c. if:

(i) the Client does not fulfill the obligation to pay for the Products and the payment delay is more than 15 days compared to the payment date provided for in Article 8.2;

(ii) the force majeure cause that prevents the fulfillment of the Contract is still going on and lasts for more than 150 days pursuant to Article 5.2;

(iii) upon the occurrence of events in the hands of the Client (such as, for example, the liquidation, procedures of composition with creditors, etc.) that affect his ability to fulfill his future obligations. In any case, the Supplier is entitled to act for the compensation of any damage suffered.

14. Confidentiality

14.1 With reference to the processing of the Client's or the Client personnel's personal data, it is understood that they are collected and processed by the Supplier for contractual purposes and in accordance with the provisions in force under the EU Regulation 2016/679.

14.2 The Supplier is the controller of the processing of personal data provided by the Client during the execution of the Contract in accordance with current legislation and he states that such data will be processed in accordance with the information on the processing of personal data that the Supplier makes available to the Client by publishing them on the website www.sogimi.com/privacy-policy.

14.3 The Supplier undertakes not to communicate the aforementioned data to third parties and not to use them in a manner different from that connected to the execution and management of the Contract and in accordance with the purposes set out in the Contract.

14.4 The Client undertakes to keep confidential and not to disclose to third parties, save the case this is strictly necessary for the legitimate use of the purchased Products, for the entire duration of the relationship and for further five years from the delivery of the last supply of each Product, any information or technical data relating to the Products purchased, their operation or use, as well as any administrative or commercial information relating to the Supply Contract of the Products (price, terms of payment and warranty, etc.).

15. Industrial and intellectual property

15.1 The purchase of the Products and their use, direct or indirect, will not give rise to the transfer to the Client of any industrial or intellectual property right over the Products sold, which will remain with the Supplier.

16. Jurisdiction and applicable law

16.1 The interpretation and application of the Supply General Conditions, as well as any contract that will be executed between the Supplier and the Client, will be governed by Italian law, with express exclusion of the applicability of the 1980 Vienna Convention on the International Sales of Goods (CISG).

16.2 Any dispute, for whatever reason connected to the Supply General Conditions and / or the contract that will be entered into between the Supplier and the Client, which should arise between the Parties, will be exclusively assigned to the Court of the place of the Supplier's registered office.

For acceptance:

(Place, date) _____

(Signature of the Client) _____

The Client declares to approve, pursuant to the Articles 1341 e 1342 c.c., the following Articles: 2) Nature and effect of the Supply General Conditions; 3) Order and Order Confirmation; 4) Products delivery and shipping; 5) Force majeure; 6) Application equipment; 7) Prices; 8) Payment; 9) Retention of title; 10) Guarantee on Products; 11) Disputes on supplies; 12) Contractual liability; 13) Termination; 14) Confidentiality; 15) Industrial and intellectual property; 16) Jurisdiction and applicable law.

(Place, date) _____

(Signature of the Client) _____