

Sales terms and conditions.

1) OBLIGATIONS OF THE BUYER AT THE TIME OF ORDER: The buyer must provide copies of the executive designs of the building works related to the part concerning the ordered products at the time of the order, with the exact dimensions and measurements that they undertake not to vary during the works. They must also promptly return the signed contract. Any delay in the provision of the above documents will result in an extension of the delivery time.

2) OBLIGATIONS OF THE BUYER ON THE CONSTRUCTION SITE: If not covered by this contract, the buyer undertakes to prepare a perfectly horizontal installation plan and support bases with a height of not less than 20 cm made of sheet metal, non-perforated bricks, or concrete.

3) CONDITIONS OF EXECUTION OF THE SUPPLY: The Seller reserves the right to make, during the supply and installation, all the modifications and variations that they consider necessary or appropriate for the functionality of the work."

4) CONDITIONS FOR THE INSTALLATION: The employees of the Seller or their authorized personnel for the installation have no authority to assume any commitments that deviate in any way from what has been agreed upon. Any eventual request must be addressed directly to the Commercial Management of the Seller. The Seller is not responsible for the work carried out by the Purchaser to the personnel appointed by the former if they are not involved in the present contract. All additional and economy performances agreed upon during the execution of the work will be invoiced at an hourly cost. The agreed price for the installation of the materials is considered evaluated in continuous work conditions. The Purchaser undertakes to collect the goods and to pay for them, even in case the construction site is not ready. The Purchaser also undertakes to make the roof walkable and to prepare the areas for the hoisting of the materials; therefore, the Seller is expressly exempted from any responsibility for damages caused by it or by companies appointed by it, which could occur due to walking and accumulation of materials on the roof.

5) MODIFICATIONS: The data and plans provided by the buyer are binding. Changes to the order in progress will not be accepted if received less than 15 days before the scheduled delivery date. Requests for changes must be made in writing and if accepted by the seller, will result in a delay in the delivery date and the charging of incurred costs.

6) COMPLAINTS: Upon receipt of the products, the Buyer must promptly verify the correspondence of all received products with their respective shipping documents. At the time of receipt of the goods, the Buyer must indicate on the Transport Document "subject to further verification". In case the packaging is damaged, the Buyer must verify the goods in the presence of the carrier, if this is not possible, the non-conformity must be reported on the Transport Document. Complaints regarding secondary anomalies of the product that do not affect its performance will not be accepted.

7) WARRANTY: The Buyer must also report any defects in quantity and/or quality of the products by registered letter, specifying the same defects or the products not delivered,

within eight days from delivery or eight days from the discovery of such defects if they are hidden.

The Seller guarantees the Buyer that, at the time of delivery and for a further 12 months, their products are free from design and manufacturing defects, as well as defects inherent in the materials used. This warranty does not apply, and therefore the supplier cannot be held responsible nor can any costs be charged to them if: a) the products are not used in normal operating conditions or not in compliance with the supplier's instructions, b) any defects in the products result from incorrect installation, maintenance, or repair or from modifications made without the written consent of the supplier, c) the defects result from the normal deterioration or wear and tear of the products.

In case the products do not maintain the guaranteed characteristics during the warranty period, the Buyer, under penalty of forfeiture, must report such defects within eight days from the discovery or from when they have discovered them if they are hidden. In this case, the supplier will fulfil the warranty obligation by repairing and/or replacing free of charge, at its sole discretion, those products that are found to be defective. The possible reporting of defects or the actual existence of defects does not exempt the Buyer from the obligation to make payment due within the agreed terms.

The Buyer cannot transfer, transmit or in any way assign their rights arising from this warranty without the prior written approval of the supplier. Any transfer, transmission, or assignment without the prior written approval of the supplier shall be void and without validity and effect. The warranty is effective and binding only between the supplier and the Buyer and their respective legitimate successors and assignees.

The products are guaranteed against material and construction defects for a period of one year from the date of delivery. The Seller, upon return of the defective material, undertakes to provide free replacement or repair. The cost of transportation and labour for dismantling the parts on-site is the responsibility of the Client. The warranty will cease if the Client is not up to date with payments, makes modifications, or damages the products by handling them in an unsuitable manner.

8) **RETURNS:** Any returns of goods must always be authorized in writing by the Seller, and the goods must be returned carriage paid.

9) **DELIVERY TERMS:** All delivery terms are intended to be indicative and are not considered to be essential. These terms refer to the merchandise that is available at the Seller's premises. The Seller agrees to meet the agreed-upon delivery terms, but a grace period of fifteen working days is allowed. Events that prevent or delay the production of goods, such as strikes (including company strikes), lockouts, fires, import bans, delayed supplies of raw materials or limitations of energy sources, and other events that prevent or delay production are considered to be force majeure. The Seller is not responsible for delays due to these events. In such cases, the Seller may delay delivery as long as the causes of the delay persist. The Buyer cannot request compensation for delayed delivery; however, for serious delays, the Buyer may terminate the contract.

At the expiration of the agreed delivery period, within fifteen calendar days of receiving the notice of availability, the Buyer must collect the ordered goods, or, in the case of delivery to a destination, request their shipment. After this period, the goods may be stored outdoors, at the expense and risk of the Buyer, who will still be required to pay the amount due and will be charged for handling and storage costs at a rate of 1% of the value of the goods for each week of storage.

10) **TESTING:** If the parties have agreed on the need for testing, the Buyer must notify the Seller of the testing date at least ten days in advance.

11) **COSTS BORNE BY THE BUYER:** In the absence of explicit agreement to the contrary, the following costs shall be borne by the Buyer:

- Transportation,
- Unloading of materials from the vehicle,
- Masonry and waterproofing works,
- Transport of materials to elevated areas,
- Provision of scaffolding, ladders, and equipment for accessing work areas, in compliance with the laws and regulations in force on safety matters,
- Provision of motive power,
- Installation of feeding systems for the materials covered by this contract,
- Connection of the materials covered by this contract (e.g. electrical opening devices) to the feeding systems,
- Custody and surveillance of the materials and the stipulation of an insurance policy with a leading company, for civil liability, theft, fire, and accidents to protect the agents of the Seller's company who carry out the installation work and the supplied materials.

12) **SHIPPING AND TRANSPORTATION:** The goods travel at the complete risk and peril of the Buyer. Therefore, in case of damage, even partial, deterioration, theft, or other damage, which should occur subsequently to the delivery to the carrier, no liability can be attributed to Tecnocupole Pancaldi s.p.a., which will always be entitled to payment.

13) **PAYMENT:** Payments must be made at the seller's address as agreed. In the event of non-payment of even a single instalment, the Buyer shall forfeit the benefit of the term and all unpaid instalments become immediately due and payable to the Seller. The Buyer shall also be required to pay late payment interest at the rate provided for by Legislative Decree 231/2002. The Buyer shall also be liable for legal costs incurred by the Seller for the out-of-court recovery of the credit under Article 6 of Legislative Decree 231/2002.

In the event that payment is made in fractional instalments prior to the performance of the Seller, and subsequent failures to fulfil obligations by the Client occur, the Seller will not proceed with the performance of the service and the collected instalments will be retained.

If the Buyer is late in payment, Tecnocupole Pancaldi S.p.A. reserves the right to suspend performance until payment is made. Payments are due within the agreed terms even in cases of delayed arrival of goods, or partial or total damages or losses occurring during transport,

as well as in the event that the goods made available to the Buyer at the Seller's premises are not picked up by the Buyer.

14) **CERTIFICATIONS:** Following the invoice related to the completion of the supply, the Seller will provide certified copies of the material certifications, defined at the time of the order, in the number of copies requested by the Client. Additional copies requested afterwards may be sent upon payment of €25.00 per copy plus VAT to be paid in advance of the shipment.

15) **TERMINATION OF CONTRACT:** In the event of non-compliance by the Client with any of the contractual obligations, the contract shall be terminated automatically upon simple communication by the Seller.

16) **SOLVE ET REPETE:** The Client may not bring or continue any legal action against the Seller, even as a simple exception or counterclaim for defaults attributed to the Seller, unless all payments due for principal, interest, and expenses arising from this contract and its eventual modifications and integrations have been completed.

17) **LIMITATION OF LIABILITY:** Without prejudice to what is provided in these General Conditions with regard to the exclusions of liability of the Seller, the parties hereby agree that, if the liability of the Seller is ascertained, such liability shall not exceed the price of the purchased products for which a dispute has arisen, excluding any further compensation and/or indemnification for any reason. Any liability for indirect damages, such as loss of image, loss of profits, business interruption, loss of business, loss of profits, or any other indirect consequence of the product defect is expressly excluded.

18) **RIGHT OF WITHDRAWAL:** The Seller reserves the right to withdraw from the contract in the event that, after order confirmation, commercial information is received about the name and financial, economic, and patrimonial conditions of the Client that, in its sole discretion, discourage the execution or continuation of the contract; exercising this right does not entitle the Client to any right to compensation for damages or otherwise.

19) **RETENTION OF TITLE CLAUSE:** Unless the products have already been transformed and/or incorporated into other goods owned by the Client or third parties, in the event that payment, according to contractual agreements, must be made - in whole or in part - after delivery, the delivered products remain the property of the Seller until full payment of the price.

20) **CONFIDENTIALITY AND KNOW-HOW:** From the moment of the conclusion of the contract and for the entire duration of the same, the client undertakes, for themselves and for their employees and collaborators, to consider any information, document, technical specification, prototype or other information received in relation to the contract, strictly confidential towards third parties.

21) **MISCELLANEOUS:** Each of the Parties represents and warrants that the person executing this Agreement is duly authorized to do so.

No tolerance, expressed or implied, for any violation of one or more of the covenants or agreements listed here shall be deemed or construed as a waiver of the provisions of this Agreement.

This Agreement, and the annexes attached hereto, contain the entire agreement between the Parties and supersede all prior contracts, promises, and understandings (excluding any confidentiality agreements) between the Parties, their officials, executives, or employees concerning the contents of this Agreement. Neither Party has relied on any written or oral representation or information provided by any representative of the other party other than as specified herein.

No provision of this Agreement can be waived or altered unless explicitly agreed upon in writing by both parties, and no verbal agreement that aims to modify any provision of this Agreement shall be considered valid or effective.

Whenever a condition in this Agreement requires one Party to give notice or communicate with the other Party, or when a Party intends to give any other notice regarding this Agreement, such notice must be in writing and delivered in person or sent by registered mail with a proof of delivery or by fax, addressed to the addresses mentioned above or to any other addresses that the Parties may later specify in writing.

22) **APPLICABLE LAW AND JURISDICTION:** these sales conditions are governed by Italian law. For any dispute, without exception, relating to the validity, effectiveness, interpretation, and/or execution of the relationship, the Court of Bologna shall have exclusive jurisdiction.

23) **PRIVACY:** Pursuant to Law 675/96, we hereby inform you that: -Tecnocupole Pancaldi spa, located at Via Cà Bianca n. 700, Castel San Pietro T.me di Bologna (BO), is the data controller; -personal data will be processed for commercial, direct sales, and management purposes using predefined criteria; -providing personal data is optional, and any refusal to do so will result in the inability to receive commercial proposals; -personal data will not be disclosed; -the Client is entitled to all the rights provided for by Article 13 of Law 31/12/1996 n.675 concerning the processing of personal data.

The Seller

The Buyer

The parties declare that they have read and understood all the clauses of this Contract in their entirety and confirm that they have freely and fully negotiated them between themselves, as well as specifically approved them as a whole. In addition, they approve specifically Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 for the purposes and effects of Articles 1341 and 1342 of the Italian Civil Code.

The Buyer

