

General Sales Conditions (GSC)

1. GENERAL PROVISIONS

- 1.1 The following terms and conditions ("General Sales Conditions" for brevity defined "GSC") govern all business relations between CARLO BRANDIGI S.r.l. (hereinafter referred to as the "Seller") and the customer (hereinafter referred to as the "Buyer") recipient of the Seller's products (for brevity defined as the "Products") without the need for an express reference to them or a specific agreement to that effect.
- 1.2 The Seller reserves the right to modify, supplement or vary the General Sales Conditions, by enclosing these changes in the order confirmation or in any correspondence sent in writing to the Buyer.
- 1.3 These General Sales Conditions, together with any special conditions contained in the Order Confirmation and in any other document attached to it, constitute the contractual provisions between the Buyer and the Seller. These General Sales Conditions fully prevail over any general and/or special purchasing conditions to which the Buyer refers. Therefore, any provision, introduced by the Buyer in orders sent to the Seller or in any other document, that is in contrast or in addition to these GSC, shall be deemed null and void unless expressly accepted in writing by the Seller.
- 1.4 These General Sales Conditions cancel and replace any previous written and oral negotiations, declarations, commitments and agreements between the Seller and the Buyer (herein collectively referred to as "Parties" and separately as "Party").
- 1.5 The Seller has the right to terminate the sales contract by operation of law, pursuant to Article 1456 of the Civil Code, in the event of a material breach of any of the conditions set forth in these General Conditions of Sale.

2. DEFINITIONS

- 2.1. "Purchase Proposal" means the offer/quote/quotation submitted by the Seller to the Buyer.
- 2.2. The Purchase proposal, containing, inter alia, the description, technical features and prices of the Products, does not, in any case, constitute an order confirmation, but a mere invitation to propose the order and is destined to lose all validity and effectiveness after the term of validity indicated in the Purchase proposal itself.
- 2.3. "Purchase Order"/"Purchase Orders" means the Buyer's intention to purchase the Seller's Products. The Buyer must specify or indicate in the order the quantity of the Products and the code and/or designation of the corresponding sample type approved by the Seller; any technical characteristics of the Product differing from those of the sample type must be agreed upon in writing and confirmed in the Order Confirmation.
- 2.4. "Order Confirmation" means the summary of the Buyer's purchase order and the Seller's notification of acceptance of the Buyer's purchase order, which may be issued at the Seller's discretion also in the form of a Proforma Invoice. The Order Confirmation (or the Proforma Invoice performing its functions) determines, inter alia, the methods of payment and the terms of delivery.

3. CONCLUSION OF THE CONTRACT

- 3.1. Purchase orders placed by the Buyer shall not be accepted until they have been confirmed in writing by the Seller. The contract shall be deemed concluded—and consequently fully effective—at the moment the Seller sends the Order Confirmation to the Buyer, accompanied by these General Conditions of Sale, either attached or referenced via the website.
- 3.2. The signing and return of the Order Confirmation or, alternatively, the Buyer's failure to expressly object to it within 3 (three) days of its sending constitute acceptance by the Buyer of these General Conditions of Sale and the specific contractual terms set forth therein.
- 3.3. In exceptional cases that the Seller does not provide a written confirmation of an order negotiated verbally, the issue of the invoice by the Seller or the execution of the order by the Seller will be considered as an Order Confirmation.
- 3.4. Purchase Orders and/or changes to Purchase orders made verbally or by telephone shall be confirmed in writing by the Buyer. Otherwise, the Seller assumes no responsibility for any errors or possible misunderstandings.
- 3.5. Should the Buyer perform any concluding acts or facts, including – but not limited to – the submission of a Purchase Order, any payment even if partial (by way of deposit, down payment, or advance), or the collection of the goods, such conducts shall constitute full, e irrevocabile accettazione di tutte le presenti CGV.

4. PRODUCTS AND DOCUMENTATION

- 4.1. Any information or data on the features and/or specifications of the Products contained in the Purchase Proposal, in catalogues, price lists, brochures,

website or other similar documents, have a purely indicative value and do not bind the Seller.

- 4.2. The Seller reserves the right to make changes to the Products that, without altering the essential features of the Products, may be necessary and appropriate.
- 4.3. The products will be packed by the Seller in a manner suitable and appropriate for the type of product delivered. Unless otherwise agreed in writing between the Parties, the products will be delivered bearing the Seller's packaging, labels, and trademarks.
- 4.4. Should the Buyer request special packaging and/or wrapping, or packaging and/or wrapping different from those used by the Seller, all additional costs incurred to meet such request shall be borne exclusively by the Buyer, unless otherwise agreed.

5. DELIVERY

- 5.1. The method of product delivery to the Buyer is agreed upon between the Parties (Specific Condition of Sale) and expressly stated in writing in the Order Confirmation. Any delivery terms agreed between the Seller and the Buyer shall be interpreted in accordance with the INCOTERMS® of the International Chamber of Commerce (ICC) in force on the date of conclusion of the sales contract.
- 5.2. Delivery terms are indicative only and shall not be deemed essential terms pursuant to Article 1457 of the Italian Civil Code.
- 5.3. Any delays in delivery shall not entitle the Buyer to compensation for direct or indirect damages of any kind.
- 5.4. In the event of suspension, non-collection after more than 30 (thirty) days or cancellation of the order by the Buyer, the Seller have the right, at its sole discretion, to terminate the Agreement by operation of law or to require specific performance thereof, and may claim the cost of the work and materials calculated in relation to the progress of the order, the storage costs and the higher charges deriving to the Seller from Buyer's nonperformance.
- 5.5. The Seller is not obliged to accept returns of the Products, unless it has been agreed in writing between the Parties.
- 5.6. Any delay by the Seller in the delivery of the Products entitle the Buyer to terminate the Contract only after the expiry of 30 (thirty) days from the Buyer's formal notice requiring performance
- 5.7. However, should the Seller's delay be caused by an unforeseeable event beyond its control (FORCE MAJEURE), the provisions of Chapter 9 of these General Conditions of Sale shall apply.

6. RETENTION OF TITLE

- 6.1. It is agreed by the Parties that the Products delivered remain the property of the Seller until full payment has been received by the Seller.
- 6.2. The transfer of risks associated with the Products from the Seller to the Buyer shall take place strictly in accordance with the delivery term established with the Buyer (Specific Sales Term) and indicated in writing in the Order Confirmation and shall be interpreted in accordance with the INCOTERMS® of the International Chamber of Commerce (ICC) in force on the date of conclusion of the sales contract.

7. PAYMENTS

- 7.1. The payment terms specified in the Order Confirmation are binding and mandatory. Any extensions of payment granted by the Seller that are not provided for in the Order Confirmation must be the subject of a subsequent written agreement between the Parties.
- 7.2. Unless otherwise agreed, payments shall be made in Euros. The payment method (e.g., bank transfer, Rì.Ba./bank receipt., etc.) is specified in writing in the Order Confirmation. Payment is considered made when the sum becomes available to the Seller at its bank in Italy.
- 7.3. In the event of non-payment, in whole or in part, of the sale price within one of the established deadlines, the Seller reserves the right to charge the Buyer, without the need for formal notice, the default interest up to the date of the effective payment, without prejudice to any other remedy provided in favor of the Seller by these GSC or by Law.
- 7.4. In the event of a payment delay exceeding 30 (thirty) days, or if the Seller has reasonable grounds to doubt the Buyer's solvency or financial reliability—arising after the Order Confirmation was sent—or if the Buyer becomes subject to any form of insolvency proceedings, the Seller shall have the right to terminate the Contract by operation of law or to suspend performance of the unfulfilled part of the Contract, without the need for the Buyer's consent; furthermore, all amounts due but not yet matured shall become immediately payable, without the need for formal notice of default.
- 7.5. It is understood that any complaints or disputes do not entitle the Buyer to suspend or in any case delay payments for the Products subject to dispute, nor, least of all, for other supplies, without prejudice to the right to recover amounts unduly paid (*solve et repete* clause).

8. COMPLAINTS AND LIABILITY

- 8.1. Any complaints relating to the state of the packaging, quantity, number or external characteristics of the Products (evident defects) shall be notified to the Seller in writing – by specifying in writing the defects found and the Products to which they relate – under penalty of forfeiture, within 8 (eight) days from the date of receipt of the Products. The Buyer is required—under penalty of forfeiture of

the right—to retain the shipment in its original condition. Furthermore, in the event of missing parcels or damage to the packaging or other external defects, the Buyer shall formulate the appropriate reservations with the carrier in writing, upon receipt of the Products.

- 8.2. Any hidden faults and defects of the Products must be reported in writing by the Buyer, providing the pertinent documentation (such as, for example, photos and videos), under penalty of forfeiture, within and no later than 8 (eight) days from discovery, in any case no later than 3 (three) months from the invoicing date of the Products; the Buyer is required—under penalty of forfeiture of the right—to retain the shipment in its original condition. This report must specify the defects found and the Products to which they refer, and must be made in writing.
- 8.3. Should the Buyer fail to provide the aforementioned communications within the established timeframes, the supplies shall be deemed definitively accepted and in conformity with the agreed terms.
- 8.4. The Seller undertakes to remedy any lack of conformity of the Products by providing, at its choice, the replacement or repair of the Products, or parts of them, found to be defective, with the Buyer's waiver to claim any direct or indirect damage deriving from them.
- 8.5. It is understood that any complaints or disputes do not entitle the Buyer to suspend or in any case delay payments for the Products subject to dispute, nor, least of all, for other supplies. The Seller does not give any guarantee and assumes no responsibility if the Buyer is not up to date with payments.
- 8.6. If a complaint is totally or partially unfounded, the Seller shall have the right to request compensation from the Buyer for the expenses incurred by the Seller for the assessment (by way of example and not limited to travel, expert reports...).
- 8.7. The Seller does not cover damages deriving from inadequate handling of the Products; damages deriving from the storage of the Products in inappropriate places; damages deriving from incorrect use, negligence and all other actions not in accordance with Products; normal wear and tear of the Products, damage attributable to the Buyer's plant and related installation; damage caused by natural events, such as floods, fires, earthquakes.
- 8.8. Seller shall not be liable for any losses suffered by the Buyer arising from downtime. (such as, by way of example, any loss of profit, loss of business, damage to the image, suffered by the Buyer).
- 8.9. The obligations assumed by the Seller based on this article exclude any further warranties and liabilities required by law, and are the Buyer's only remedies. Except in cases of willful misconduct or gross negligence of the Seller, any other liability of the Seller, whether contractual, extra-contractual or otherwise, in any case originating from the Products supplied and/or from their resale, for any direct and/or indirect damages of any kinds shall be excluded. In any event, the Seller's total and aggregate liability shall not exceed the net price actually paid by the Buyer for the Products giving rise to the claim.
- 8.10. Should the goods be located at the Buyer's premises or at any other location specified by the Buyer, the burden of proof shall always rest with the Buyer to demonstrate that (a) the product in question was actually supplied by Carlo Brandigi S.r.l. and (b) the defects are attributable to the Seller.

9. FORCE MAJEURE

- 9.1. The Parties may suspend or delay the execution of their contractual obligations when such execution is made impossible or unreasonably onerous by an unforeseeable impediment independent of their will, such as, by way of example but not limited to: strike, boycott, lockout, fire, war, civil war, riots and revolutions, requisitions, embargoes, power outages, delays in the delivery of components or raw materials, computer viruses, pandemics, etc...
- 9.2. The Party burdened by an aforesaid event that wishes to avail itself of the suspension must immediately communicate it in writing to the other Party upon the occurrence of the event, as well as must communicate its termination.
- 9.3. If the suspension due to force majeure lasts more than 6 (six) months, the Seller and the Buyer must undertake to renegotiate *ex bona fide* the terms agreed for the fulfillment of the sales contract. Unless each party has the right to terminate the contract with respect to the unperformed and/or suspended part, without such circumstance entailing any costs or obligations of compensation or indemnification on the part of the Seller, and without prejudice to the Seller's right to payment for supplies already delivered.
- 9.4. The Seller is exempt from any indemnity for any direct or indirect damage due to delivery delays, total or partial interruptions, or suspension of supplies, linked to force majeure.

10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 10.1. The Buyer shall maintain the strictest confidentiality with respect to all technical and commercial information received from the Seller, including after the completion of the sale, unless prior written authorization has been granted by the Seller.
- 10.2 Any breach of the confidentiality obligation shall entitle the Seller to claim compensation for all damages resulting therefrom.
- 10.3 All intellectual and industrial property rights relating to the Products, technical specifications, know-how and any other technical or commercial documentation provided by the Seller shall remain the exclusive property of the Seller.

12.4 The sale of the Products shall not imply any transfer or grant to the Buyer of any intellectual or industrial property rights, except to the extent strictly necessary for the normal use of the Products.

12.5 The Buyer shall not copy, reproduce, modify, disclose or make available to third parties any technical documentation, trademarks or knowhow belonging to the Seller without the Seller's prior written consent.

11. LANGUAGE

11.1. These GSC are written in Italian and English. In case of conflicts or doubts in the interpretation, the Parties agree that the version drawn up in the Italian language shall prevail.

12. APPLICABLE LAW

12.1. These General Sales Conditions, as well as the individual supply contracts governed herein, shall be exclusively regulated by the Law of Italy, with the express, total, and complete exclusion of the application of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (Vienna Convention / CISG).

13. JURISDICTION AND COMPETENT COURT

13.1. Any dispute arising out of or in connection with these GSC shall be submitted, as a preliminary step, to mediation in accordance with the Mediation Rules of the Chamber of Commerce of Firenze (Italy), including by electronic means. Should the mediation not result in a settlement or fail to be concluded within sixty (60) days from its commencement, the dispute shall be subject to the exclusive jurisdiction of the Court of Genoa (Italy). Notwithstanding the foregoing, the Seller shall retain the sole and exclusive right to bring proceedings against the Buyer before the court having jurisdiction over the Buyer's registered office or before any other court having jurisdiction under the applicable law.

14. DATA PROTECTION AND PRIVACY

- 14.1. Pursuant to and for the purposes of Legislative Decree 196/03 and Legislative Decree 101/2018 (implementing European Regulation No. 479/2016 – GDPR), personal data obtained by the Seller—whether directly and/or through third parties—will be processed in paper, electronic, and digital formats to meet contractual and legal requirements, as well as to enable the effective management of business relationships.
- 14.2. Any failure to provide the data—where such provision is not mandatory—will be assessed by the Seller on a case-by-case basis and will determine the resulting decisions, depending on the importance of the requested data for the management of the business relationship.
- 14.3. The data may be disclosed—exclusively for the purposes indicated above—to, and subsequently processed for such purposes by, other parties, specifically: (i) the network of agents; (ii) factoring companies; (iii) credit institutions; (iv) debt collection agencies; (v) credit insurance companies; and (vi) professionals and consultants. For the same purposes, the data may also be processed by personnel within the Seller's administration/finance and commercial/sales departments
- 14.4. The Buyer may exercise all rights set forth in Articles 15 et seq. of EU Regulation 2016/679 (including the rights of access, rectification, updating, objection to processing, and erasure).

15. COMUNICAZIONI

15.1. All communications regarding this document (General Terms and Conditions of Sale) must be made in writing and shall be deemed validly made if sent via certified email (PEC) or standard email to the following address: CARLO BRANDIGI S.r.l., Via Aretina no. 90, 50060 Sant'Ellero – Pelago (FI); telephone: +39 055 8311201; email: amministrazione@brandigi.com PEC: amministrazione@pec.brandigi.com

16. VOID CLAUSE AND FINAL PROVISIONS

16.1. In the event of a clause of these GSC being void or ineffective, any nullity or ineffectiveness shall not extend to the remaining provisions.

Before placing a Purchase Order, the Buyer declares that it has carefully read, understood and fully accepted these General Sales Conditions (GSC), available for download and printing from the website www.brandigi.com, and specifically approves, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following provisions: Art. 5 (Delivery), Art. 6 (Retention of Title), Art. 7 (Payments), Art. 8 (Complaints and Limitation of Liability), Art. 9 (Force Majeure), Art. 10 (Confidentiality and Intellectual Property), Art. 12 (Applicable Law) and Art. 13 (Jurisdiction and Competent Court). Any communication between the Parties shall be valid only if made in writing. The failure by the Seller to exercise any right or power provided for in these General Conditions of Sale shall not be construed as a general waiver of such right or power, nor shall it prevent the Seller from subsequently demanding strict and punctual compliance with all clauses contained therein.