

(Translation from the Italian original which remains the definitive version)

## GENERAL SALES CONDITIONS TUBIGOMMA DEREGIBUS S.R.L.

### 1. General conditions

- 1.1 These general conditions regulate the sales contract between Tubigomma Deregibus S.r.l. (the “seller”) and the customer (the “buyer”) except for any exceptions specifically agreed in writing.
- 1.2 The buyer’s acceptance of these general conditions implies its waiver of any of its own general purchase conditions both individually and collectively.
- 1.3 The provisions of Italian law govern all that not explicitly covered by this contract.
- 1.4 Should one or more clauses of this contract lose validity, this does not affect the validity of the other clauses or that of the entire contract. In such case, the parties agree to replace the invalid clause with a valid one that reflects the financial objectives and purposes of the clause it replaces as closely as possible.

### 2. Offers and orders

- 2.1 The seller’s verbal and written offers are neither binding nor irrevocable unless provided for so in a specific written document.
- 2.2 Verbal and written orders received by the seller are taken to have been accepted only when they have been confirmed in writing and, moreover, that confirmed in writing always prevails over any verbal orders.
- 2.3 Placing the order, i.e., the agreement of the contract by the buyer, implies the buyer’s acceptance of these general sales conditions that it states it is familiar with.
- 2.4 The buyer acknowledges that the presentation and description of products (their technical characteristics or external appearance) in the seller’s brochures and other documents (hard copy or on the website) are purely indicative. Accordingly, any difference a product ordered may have compared to that advertised does not reflect any flaws or defects, as reference shall solely be made to the product ordered.
- 2.5 With respect to customised orders, for example, connected hoses, the seller will send the buyer, for its approval, the technical specifications and characteristics that the seller deems necessary to best identify the buyer’s requirements. The order is finalised and will be processed only after the buyer signs it, thus approving the product’s design. The seller reserves the right to make any technical-constructive modifications that may become necessary during the production of the product and to ensure its optimal working.
- 2.6 Any additional documentation provided to the buyer in relation to the order (e.g., drafts, designs, calculations, files, etc.) may only be disclosed to third parties after receipt of the seller’s written authorisation.
- 2.7 The buyer agrees to read and comply with the seller’s specific recommendations about the storage, use, maintenance etc., of the product that can be found on the seller’s website (<https://tudertechnica.com/>).

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### 3. Prices

3.1 Unless agreed otherwise, the prices ruling at the time of delivery or shipping of the goods are applicable and they are ex works, with the cost of packaging to be borne by the buyer.

3.2 The seller reserves the right to modify the prices and payment conditions in force when the buyer's order is confirmed. Any modifications become effective 8 (eight) days after written communication thereof and are applicable to the part of the order that has already have been fulfilled. In this case, the buyer may withdraw from the contract for the unfulfilled part of the order.

3.3 Prices are always quoted in Euros ex works net of VAT, transport and shipping costs, insurance, packaging, tariffs, duties or any other cost, including bank fees and charges which are calculated separately.

3.4 If for any reason based on the monthly index prepared by ASSOGOMMA (index of the cost of manufacturing rubber hoses), the cost of manufacturing rubber mandrel hoses increases by 3% or more in the period from when the sale was agreed to the order's delivery, the seller has the right to modify the prices while the buyer has the right to cancel the order within 3 (three) days from receipt of notification of the new price.

### 4. Payment methods

4.1 Unless provided for otherwise in writing, payment shall be made in cash upon delivery of the goods or at the seller's offices in Via E. Mattei 1, Saccolongo (Padua) before their shipping.

4.2 Any delays or irregularities in payment gives the seller the right to suspend delivery and/or terminate the existing contracts - including those unrelated to the payments in question - immediately by registered letter with notice of receipt or certified e-mail. The seller also has the right to compensation for any major damages.

4.3 Payments shall be made in accordance with the established terms, including if the goods arrive late, are damaged or partly or totally lost during transport for reasons not attributable to the seller, as well as when the goods are available to the buyer at the seller's premises but the buyer does not collect them.

4.4 In the case of non-payment or late payment, the buyer shall pay interest at the default rate set by Legislative decree no. 231/2002. This interest accrues in full from the day after that on which payment was to be made without the need for any communication thereof.

4.5 As expressly agreed by the parties, any complaint made by the buyer or any dispute between the parties do not affect the buyer's obligation to reimburse the amounts due on the established dates.

4.6 The seller has the right at any time to suspend or cancel the order or to modify the payment terms if, at its sole discretion, the buyer becomes insolvent or less solvent. Moreover, should the buyer not have provided for payment of the amount due (payment of the advance, previous supplies, release of the guarantees, etc.) at the delivery date, the seller may subordinate delivery of the goods to payment of all outstanding invoices, without this giving rise any to indemnity or compensation for damages to the buyer.

4.7 Complaints or disputes are not legitimate excuses for the buyer to suspend or delay the agreed payments. The buyer may not raise objections or propose actions against the seller until after it has settled any outstanding payments, including payment for the disputed goods.

### 5. Transport and shipping

5.1 The goods - including when there is a special carriage paid agreement - always travel at the buyer's total risk and peril from when they leave the seller's premises until their delivery to the shipper/carrier or to the buyer (in the case that it collects the goods directly). After transfer of the risks, the seller is not liable for the loss of, or damage to the goods. In the event of a delay by the buyer in taking possession of the goods, the risk, if it has not already passed to the buyer pursuant to this paragraph, will be transferred to it on the expected delivery date.

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5.2 Any differences compared to the quantities indicated in the shipping documents detected upon receipt of the goods shall be notified within 8 (eight) days of receipt of the goods and, moreover, only after informing the carrier thereof in writing.

5.3 Unless agreed otherwise, the seller shall decide the packaging and shipping method at its sole discretion. The goods may be insured against damage from breakages, transport and fire upon the explicit written request from the buyer.

## 6. Delivery

6.1 Unless agreed otherwise in writing, the delivery terms are those specified by the seller and, moreover, are indicative only and are not binding for the seller. The seller is not required to compensate the buyer for any direct or indirect damages due to non-delivery, interruptions, suspensions or delays in the delivery. Unless agreed otherwise, delivery of the goods is also ex works with the seller's obligation to make its goods available to the seller at ground level at its premises (or another specifically-agreed location) with all additional costs and risks to be entirely borne by the buyer.

6.2 Possible causes of force majeure (industrial disputes and any other circumstances beyond the control of the seller such as fire, war, sabotage or piracy, embargoes, floods, droughts, earthquakes and/or extraordinary natural phenomena, epidemics, pandemics, quarantine restrictions, strikes, damage and breakdowns of production plants, massive military mobilisations, revolutions, seizures, blockades in energy supplies, road and/or naval and/or aviation blocks for whatsoever reason, prolonged disruption of energy supplies and transport due to political events, natural events and/or incidents affecting infrastructure and/or means of transport, and breakdowns in telecommunications, IT systems or energy networks; boycotts, strikes and lockouts, occupation of the premises) or other exceptional or unforeseeable circumstances that affect the seller or its suppliers during the production/processing stages or the loading and/or transport stages, suspending the delivery terms without any responsibility for the seller. In these circumstances, the seller cannot be held liable for any damages.

6.3 In the event of a delay in the delivery of the goods of more than 30 (thirty) days, which is not due to force majeure or other unforeseeable events, the buyer shall challenge this delay in writing to the seller, which shall have a further 30 (thirty) days to make the delivery. The buyer does not have the right to compensation for damages but may cancel the order if it does not arrive during the second thirty-day period. The seller is not liable for early or late deliveries of all or part of the order.

## 7. Returns

7.1 Unless agreed otherwise, returns are ex works.

## 8. Tolerance

8.1 Given the requirements of the seller's sector, the technical and quantitative tolerances of use both for the finished products and their individual components are accepted.

## 9. Warranty

9.1 The seller guarantees the compliance of the products supplied with that specifically agreed. This warranty is limited to just product defects due to defects in the design, materials or production attributable to the seller and is not valid when the buyer has incorrectly used the product or has not properly provided for its maintenance and/or storage. The warranty is valid when the sold products have been correctly transported, stored and used in accordance with normal due diligence criteria and the guidance set out in the seller's technical information/catalogue and no repairs, amendments or modifications have been made without the seller's written authorisation and when any identified defects are not due to chemical and/or electrical agents and/or processes carried out by the buyer or third parties.

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9.2 The warranty has a limited term of 12 (twelve) months from the date of shipment and its validity is subject to the buyer's notification within 8 (eight) days of the identification of defects and, moreover, within 12 (twelve) months of the shipment date. Once the warranty period has ended, no claims can be made on the seller.

9.3 Due to the variety of hoses and tubes produced by the seller and the operating conditions and applications for which they are used, the user of the hoses and tubes has sole responsibility for the final decision about which hose or hoses to buy and for ensuring that all the performance and safety requirements and warnings for its/their use are met. The seller is not responsible for any improper use or selection of one or more hoses by the end user.

9.4 Article 11.9 of this contract applies to any claims about defects made within the terms of law.

9.5 Without prejudice to that specified above, the seller does not provide any explicit or implicit guarantee about the saleability or suitability of its products for any particular purpose or use. The seller is never liable for loss of profits or turnover, claims from third parties or special, indirect, incidental or consequential damages. To the extent allowed by law, any claim made for alleged breach of this contract, for any representations made herein, for any implied term, negligence or otherwise in relation to the supply of products, the seller's liability shall never exceed the cost of replacing the hoses for which the damages have been claimed.

## 10. Suspension of the contract

10.1 Should the buyer not comply, even only partly, with one of the conditions established herein or should there be changes in its ownership structure, commercial capacity or payment regularity vis-à-vis the seller or third parties, the seller has the right to suspend further deliveries and to demand payment of accrued allowances, bank transfers or other amounts unless the buyer provides adequate guarantees.

## 11. Complaints

11.1 Any complaints about the quantity, weight or type of the goods supplied compared to that ordered shall be made to the seller within 8 (eight) days of receipt of the goods by the buyer.

11.2 Any complaints about the quality or compliance of the sold goods shall be made by the buyer to the seller within 8 (eight) days of discovery of the alleged defects and, moreover, within 12 (twelve) months of the delivery date in order to be valid.

11.3 Complaints shall be made by registered letter with notice of receipt or certified e-mail sent to the seller ([tgd.legale@pec.confindustriavicenza.it](mailto:tgd.legale@pec.confindustriavicenza.it)) and shall provide full details of the alleged defects or non-compliance.

11.4 No complaints about quality can be made through the courts, not even in exceptional cases, unless the buyer has regularly paid for the disputed goods.

11.5 Complaints about the quality of the goods will not be considered when the goods are of inferior quality and are sold as such or at special terms or when they are goods to be trialled by the buyer or have been repaired.

11.6 Complaints or disputes about a single delivery do not absolve the buyer from its obligation to accept the rest of the goods as ordered and agreed.

11.7 The buyer may not return disputed goods to the seller without its consent. Unauthorised returns of goods will not be accepted and the goods will be refused with all costs to be borne by the buyer. However, if authorised in advance, the seller will accept returns at no cost to itself and without acknowledging any responsibility therefor.

11.8 The disputed goods shall be available to the seller which has the right to inspect them either in the location where the goods are found or at other locations indicated by it.

11.9 Should the buyer present a complaint in the correct manner, the seller has the right to request the return of the disputed goods at the buyer's cost, or a significant part thereof, in order to perform all those

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inspections it deems useful or necessary to ascertain whether the alleged defect exists. Once it has completed its investigations, should it accept the disputed defects, the seller may: a) repair the defective goods; b) replace the defective goods with identical and/or equivalent products, supplying them to the buyer at identical costs and conditions to those of the previous order; c) issue a credit note for all or part of the amount invoiced for the returned products. Title to the defective goods returns to the seller. Only the defective/damaged goods will be repaired/replaced and not the entire order. No compensation for damages will be due and, moreover, the buyer may not make additional claims for damages such as for a reduction in the price or termination of the contract.

11.10 If the complaint is unfounded, the buyer shall compensate the seller for all costs for the inspection of the goods (travel, appraisals, etc.).

## **12. Liability and disclaimers**

12.1 The seller draws the buyer's attention to the need to store and use the goods supplied in accordance with the indications given in the seller's order confirmation and/or technical brochures, as well as other instructions, recommendations, guidance and warnings that may have been provided.

12.2 The seller is liable for damage to goods and people caused by the products sold only in the case of proven negligence in their production. It is never liable for indirect or consequential damage, loss of production or loss of profits due to the manipulation, modification and (partial) processing of the goods or their improper use and/or storage.

12.3 Without prejudice to that set out above, the buyer will indemnify the seller from all third party actions based on liability originating from the products sold and will compensate any damages arising from such claims.

12.4 When the goods are produced by the seller in accordance with the samples, models, designs or other instructions received from the buyer, the seller is never liable for any defects.

## **13. Termination**

13.1 The seller has the right to terminate the contract, including without advance notice, with an explicit statement declaring its intention to terminate sent to the buyer by registered letter with notice of receipt, certified e-mail, e-mail or fax should one of the following events arise which provide for termination as per article 1456 of the Italian Civil Code: a) partial or total non-payment of the amounts due by the buyer in accordance with the terms and conditions of the contract, without prejudice to the seller's right to request compliance with the contract and payment of the amount agreed herein and after renegotiation of the terms for any deliveries made as well as compensation for damages; b) attestation of the buyer's bankruptcy or commencement of a court-approved creditors procedure; c) attestation of bankruptcy by suppliers of the seller for goods specified in the order confirmation by the buyer.

## **14. Litigation**

14.1 The seller's court has sole jurisdiction to hear all disputes related to or linked to the contracts to which these general conditions apply. The seller may also take action before the buyer's court.

14.2 The contract and transactions between the parties are regulated by and interpreted in accordance with Italian law.

## **15. Trademark**

15.1 The buyer acknowledges that Tubigomma Deregibus S.r.l. is the owner of the "Tudertecnica" trademark and has exclusive rights to this intellectual property. Therefore, the buyer may never file and/or use names that are similar or identical to the trademark, either its own or those of third parties, nor may it use the trademark for any whatsoever reason.

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## 16. Confidentiality

16.1 All the information disclosed in the contract and/or an order, be it written, verbal or visual, is confidential unless, when disclosed, it is explicitly stated that it is not confidential or, given its nature, is clearly not confidential.

## 17. Modifications to the contract

17.1 Modifications and changes to the clauses of this contract shall always be made in writing and no other methods are acceptable. The buyer's silence or acquiescence is taken to imply its acceptance of any modifications made by the seller to the clauses. It is agreed that any exceptions, including when they are repeated over time, in the individual sales contracts, shall never imply the waiver and/or tacit modification of these conditions.

17.2 The seller's tolerance of the buyer's conduct that is contrary to the law or this contract shall in no case constitute its acquiescence or a reason for the termination of the contract due to mutual dissent, with the right for the seller to act at any time to protect its injured rights or interests.

## 18 Communications

18.1 All communications about this contract shall be made in writing and are taken to have been properly made if they are sent by certified e-mail ([tgd.legale@pec.confindustriavicenza.it](mailto:tgd.legale@pec.confindustriavicenza.it)), e-mail ([info@tudertechnica.com](mailto:info@tudertechnica.com)), fax (+39 49 8015734) or registered letter (courier) to the following address: Tubigomma Deregibus S.r.l., Via Mattei 1, 35030 Saccolongo (PD).

## 19. Privacy

19.1 Pursuant to Law no. 675 of 31 December 1996, the parties state that they have informed each other that the personal data collected as part of this contract and orders will be processed in the suppliers/customers archive and are necessary to ensure compliance with civil, tax, management obligations, administrative and commercial requirements.

19.2 The parties, both data owners, state they are familiar with the content of article 13 of the above-mentioned law.

19.3 The buyer consents to the storage and processing of personal data (referring to a living person) related to the buyer and its personnel by the seller for legal, administrative and operating purposes. The buyer agrees that the seller may make such information available to its professional consultants, regulators, governmental or semi-governmental organisations and potential buyers of the seller or part of its company. Should such data be generated inside the EU, the buyer consents to the transfer of the data outside the EEA to allow the seller to use the data for the above purposes. The seller may use, disclose and transfer the personal data together with the sale or merger of the company (or a part thereof).

19.4 Each party confirms to the other party that it will duly comply with the obligations deriving from all data protection laws.

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