

TERMS AND CONDITIONS OF SALE

1. General provisions - Effect of these Terms and Conditions

All sales of goods or products (the "Products") sold by Udor S.p.A. headquartered at Rubiera (RE), via Angelo Corradini, 2, tax code and VAT ID no. 00135300358 ("Udor" or "Seller") in favour of third-party customers in Italy or abroad ("Buyers" or "Customers") will be governed by these Terms and Conditions, which are published on the company's website www.udor.it and annexed to the order confirmations and invoices. These Terms and Conditions govern all the relations between the Seller and the Customer, both before and after the contract is signed. Any exceptions to the contents of these Terms and Conditions must, in order to be considered binding, be communicated in writing by Udor or expressly approved by Udor in writing. In the event of any discrepancy between the contents of these Terms and Conditions and the order confirmation sent to the Customer by Udor, the order confirmation will prevail. Under no circumstances may these Terms and Conditions be considered varied by any terms of the Customer, not even in the event that Udor received such terms and fulfilled the contract by delivering the Product.

2. Formation of contract

- a) Customers can send requests for Products by e-mail, post or fax, subject to the Seller's right to accept orders by phone and/or orally;
- b) Udor will issue a written order confirmation for each customer request; the order confirmation will contain, among other things, the price and indicative delivery time, as well as these Terms and Conditions;
- c) after 5 (five) working days have elapsed since receipt of the order confirmation referred to in this Art. 2 b), and of the annexed documentation, if there are no observations made by the Customer, the supply contract ("Contract") will be deemed to be formed in accordance with these Terms and Conditions and the contents of the order confirmation; the business days in the Milan market will be used for the purposes of calculating the five-day period;
- d) the order confirmations sent by Udor may be revoked until expiry of the five-day period mentioned in paragraph c).

3. Prices

3.1 The prices refer to the full amounts and terms specified in the order confirmation issued by the Seller and do not include any services, duties, taxes, levies or other fees not expressly mentioned in the order confirmation. VAT, if due, will be indicated in the invoice.

3.2 The prices thus determined will apply throughout the term of the contract, subject to supervening extraordinary changes in the cost of raw materials, labour, transport, energy or anything else that may impact the supplies due to force majeure (for examples of force majeure events, see Art. 11 below), fortuitous circumstances or other events not attributable to Udor. Should even one of the above events arise, Udor may increase its sale prices after informing the Customer in writing.

3.3 Return packaging is not accepted, even if billed at cost.

4. Invoicing, payments and deposits

- 4.1. Invoices issued by the Seller and not disputed (by registered post or certified email) by the Buyer within 15 (fifteen) days of receipt will be deemed accepted by the Buyer.
- 4.2. Unless agreed otherwise in writing, payment must be made by bank transfer by the date indicated on the invoice issued by Udor, into the bank account also indicated on the invoice. Unless agreed otherwise, any bank charges or commission due in relation to the payment will be paid by the Buyer. The Buyer may not delay payments beyond the agreed date for any reason or cause, not even in the event of late delivery or complaints of any kind about the Products.
- 4.3 Any delay by the Buyer in paying the invoices, price instalments or deposits, even for orders which have been partially fulfilled by Udor, will give Udor the right to terminate the order and suspend all subsequent works and deliveries, subject in any case to application to the charging of default interest pursuant to Legislative Decree 231/2002.
- 4.4. If the Buyer agrees to pay a deposit when placing the order, the Seller may decide not to start work on the Contract, and/or to suspend any other pending supplies of the Buyer, until the deposit has been received.
- 4.5. If any change in the Buyer's financial circumstances affects the regular fulfilment of its payment obligations, the Seller may, pursuant to Art. 1461 of the Italian Civil Code, suspend the fulfilment of the supplies at any time (unless an appropriate guarantee has been provided), or alternatively terminate the contract by issuing written notice of termination to be sent by registered post or certified email.
- 4.6 The Seller's right to compensation for damages remains unaffected in any case.
- 4.7 Unless agreed otherwise, in any event of cancellation of the order by the Buyer, the cost of any works already completed or awaiting completion will be charged to the latter.

5. Delivery

- 5.1. Delivery is usually made to the Seller's warehouse and is deemed fulfilled upon physical consignment of the product to the Buyer or to the designated carrier. From that time, unless provided otherwise, the responsibility for any events pertaining to the products transfers to the Buyer.
- 5.2 The Seller declines all responsibility for any delays in delivery due to force majeure events (for examples of force majeure events, see Art. 11 below) or fortuitous circumstances. In such a case, considering any impediments to fulfilment of the order, and if the Buyer still has an interest in obtaining the supplies, Udor will issue a new order confirmation in writing, with the updated terms of delivery.
- 5.3 In any case the Buyer is liable for damages deriving from any delays in collecting the supplies from the warehouses of the Seller or from any other agreed location.
- 5.4 The period for fulfilment of orders will be indicated by the Seller at the time of confirmation of the order; the date will either be specifically stipulated, or otherwise determinable. The fulfilment period starts from the formation of contract (Art. 2) or, where payment of an advance has been agreed, from the date of the same payment.
- 5.5 The Seller may extend the fulfilment period after informing the Buyer in writing, if the Buyer: (i) does not promptly make the due payments; (ii) fails to provide in good time any information, data or materials required to complete the supplies; (iii) fails to provide in good time any approvals of drawings or diagrams provided by the Seller; (iv) requests changes during the course of the works. The foregoing will also apply in the event of circumstances beyond the control or due diligence of Udor, including delays by sub-suppliers. A grace period of 15 (fifteen) days will apply in any case with regard to the indicated delivery date.
- 5.6 Udor may at any time make any modifications considered to be improvements to the Product, without any obligation to apply such modifications to Products already sold or awaiting shipment.

6. Warranties

- 6.1 Udor guarantees the supplied Products for a period of 12 (twelve) months from the date of invoice, and will repair or replace any components found to be defective within that period, if the defect (i) was due to defects in materials or processing attributable to Udor, and (ii) was reported to the Seller by e-mail within the mandatory period of 8 days from discovery. The Product may only be returned to Udor with its authorisation, carriage paid to the Udor warehouse, and must be returned intact without tampering and with all the original components. The replaced Products or components will become the property of Udor. The Parties expressly agree that the Buyer has no right to compensation for damages, conversion of the purchase or reduction of price. The purchase price already paid will only be refunded if the Seller is unable to substitute the Products or refuses to accept them.
- 6.2 The warranty will be invalidated and may not be relied upon if the Buyer (i) modifies the Products without the authorisation of the Seller; (ii) carries out or allows repairs by persons not authorised by the Seller; (iii) fails to make payment within the agreed terms; (iv) uses the Products without following the instructions in the product manuals. In addition, the warranty does not cover (v) loss or damage arising from failure to observe safety regulations; (vi) loss or damage deriving from: improper use, dropping, incorrect installation, exposure to frost, lack of maintenance, negligent or inappropriate use and in general any different treatment of the Product compared to the contents of the use and maintenance manual provided by Udor; (vii) to components which are subject to normal wear and tear; (viii) to the Products, where non-original parts or parts not expressly approved by Udor have been used. In addition, the warranty is not operative and may not be relied upon in the event that the machine or system in which the Product will be installed was not built to a professional standard and leads to the damage/breakage of the product or its non-functioning or improper functioning according to the instructions given by the Seller or the laws and regulations in force from time to time.

7 - Installation

- 7.1 The Buyer has sole responsibility for installing the Products in its machine or system.
- 7.2 Installation only refers to the commissioning of the Product within a machine or system designed to receive it; any adaptations, modifications or preparations needed to render the integration of the Seller's Products compatible with such machine or system are to be carried out at the sole carer and expense of the Buyer.

8 - Buyer's Obligations

Without prejudice to further obligations under these Terms and Conditions, the Buyer agrees to: (i) report to the Seller promptly and in writing, in any case no later than 8 (eight) days after receipt of the Products, about the need for any modifications or corrections, giving details of the claimed defect (ii) use the Products in accordance with the intended use and any case with the instructions given by the Seller and/or the laws and regulations in force from time to time.

9 - Liability

9.1 The Seller's liability is limited only to the products supplied by it. Under no circumstances may the Seller be held liable for the machine or system in which the Products were installed. The Buyer also expressly exempts the Seller in respect of all and any responsibility for any injuries to persons and/or damage to property deriving from use of the Products.

9.2 The information given by the Seller, either directly or in catalogues, photographs or by other means, is only given for representative purposes and may not in any circumstances entail the liability of the Seller with regard to the choice of Products, use of the Products and/or the results obtained. In particular, the liability of the Seller may not be invoked if the Products were used in a way that is not consistent with the information and instructions in the user manuals or the instructions received from the Seller.

9.3 The Buyer acknowledges and confirms that it is solely responsible and therefore expressly exempts the Seller in respect of all and any responsibility for any injuries and/or accidents caused to persons and/or damage to property as a result of the Buyer's failure to comply with the contents of Art. 8.

9.4 In any case, no liability may be attributed to Udor in respect of any delays in completing maintenance and/or remedial works at its site, if such works are required as a result of force majeure events (for examples of force majeure events see Art. 11 below) or fortuitous circumstances or other events that impede or delay the completion of production activities. If such a situation arises, the Parties may by agreement extend the term for completion of the works, having regard to any conditions that prevented Udor's fulfilment of the works, if there is still interest in obtaining the supplies.

10 - Copyrights, patents, trademarks, models and technical data

10.1 The Seller hereby reserves all its rights of intellectual and industrial property of the Seller regarding offers, drafts, drawings, models and other materials supplied and/or produced by the Seller. Access to third parties will only be allowed with the written consent of the Seller. On request, all drawings, drafts, models, materials and in general any paperwork pertaining to the offers must be returned to the Seller within the period indicated by the latter.

10.2 The Buyer expressly undertakes not to make use of the offers, drafts, drawings or other materials relating to the supplies for any reason other than that indicated in the Contract; all such materials shall remain the sole property of the Seller.

10.3 The Buyer undertakes not to manufacture or allow a third party to manufacture, directly or indirectly, any parts designed or made using the technical data of the Seller.

11 - Force majeure

11.1 Udor shall not under any circumstances be held liable for any non-fulfilment, poor performance or delayed execution of any of its obligations under the Contract due to force majeure events (including but not limited to: civil unrest, accidents, revolts, uprisings, terrorist attacks, states of war whether declared or undeclared, hostilities, revolutions, riots, total or partial rebellion, moratoriums whether general or specific, natural disasters and events deriving from explosions or radioactive contamination, epidemics, pandemics, quarantines, interruptions to telecommunications, network or Internet services, acts or omissions by a government, changes in laws and regulations, sanctions, national/international industrial action, explosions or shortages of raw materials, energy or similar circumstances), fortuitous circumstances or other events not attributable to Udor.

11.2 In order to invoke this force majeure clause, Udor is required to give written notice to the Buyer within 15 (fifteen) days from the date on which the impediment arose, thus ordering the suspension of the supplies, and indicating the start date and the expected duration.

11.3 In such a case, the Parties will agree another period for fulfilment of the contract; this may be extended for the period of time reasonably necessary to resolve the effects of the force majeure event. If the suspension of supplies continues for more than 3 (three) months, either Party may terminate the Contract after giving notice of 15 (fifteen) days, to be sent by registered post or certified email.

12 - Final provisions

12.1 Any derogations, amendments and/or additions to these Terms and Conditions must, in order to remain valid and effective, be made in writing and signed by both Parties.

12.2 The Contract and the individual rights and obligations deriving from it may only be assigned with the consent of the other Party.

12.3 If not expressly provided for in the Contract, the place of performance for all the supplies and services due under the Contract is the Seller's headquarters.

12.4 Should one or more clauses in these Terms and Conditions be ineffective or invalid, this shall not lead to the ineffectiveness or invalidity of the other conditions. The Parties expressly agree that in such a case they will agree in good faith to replace any invalid or ineffective clause with another valid, effective clause that achieves, insofar as possible, the same financial results and common intent of the Parties.

12.5 Except where agreed otherwise in writing, the Customer is always considered the end user of the Products. In any other case of transfer to a third party, Udor Products which have been exported shall only be used for civil purposes. Any other use – specifically military use of the Products – is expressly excluded.

12.6 The Buyer represents and warrants (i) that it is not listed, mentioned and/or sanctioned by the Office of Foreign Assets Control (OFAC) of the United States as a Special Designated National (SDN), by the European Union, United Nations and/or by the United Kingdom and that none of the persons listed therein is involved directly or indirectly in its activities, including the shareholders and directors; (ii) that it acts independently and is not supervised, controlled, owned or managed directly or indirectly by a sanctioned person; (iii) that it is not in any way involved in commercial transactions with persons subject to restrictions imposed by OFAC, by the European Union or by the United Nations; (iv) the purchased Products will not be sent directly or indirectly to a sanctioned country (this means any nation, government, territory or territorial area upon which an international organisation or authority has imposed sanctions, trade restrictions, export and/or import bans) or any sanctioned person (this means any person who is – or is controlled by – one or more parties named on any list of sanctioned persons managed by the OFAC – or by any subsequent organisation – or by the Department of State of the United States, the UN Security Council, the European Union or any of its Member States or by the Government of the United Kingdom, including his Majesty's Treasury of the United Kingdom or any person who is based, organised or resident in a sanctioned country; or any other person who undertakes commercial, economic or other activities prohibited by the sanctions); (v) not to sell, transfer, export or re-export, lease or otherwise assign the Products directly or indirectly for military purposes or for applications otherwise linked to the development and/or production of chemical weapons, weapons of mass destruction and/or missiles which may be used as weapons carriers; (vi) that it will not sell the Products nor transfer, export or re-export, lease or otherwise assign them directly or indirectly to any person or entity included on the list of sanctions of the European Union (by way of non-limiting example, the full list of financial sanctions or sanction regulations relative to Belarus, Russia and Ukraine). Where the conditions required for any of the above declarations cease to exist, the Buyer will promptly inform the Seller in writing.

12.7 Udor shall not under any circumstances be held liable for the non-performance, poor performance or late fulfilment of any of its obligations under the Contract that is due directly or indirectly to the imposition of sanctions and special restrictions by the European Union or the United Nations and which may limit, sanction and/or prohibit the exporting of products to the Buyer and which may entail firstly the suspension, and subsequently the total cancellation of orders for the Products. In such cases, at the time of any cancellation of the order, the Seller will refund all the sums paid by the Buyer.

13 - Governing Law, language of contract and forum

13.1 These Terms and Conditions and each individual contract governed by the same Terms will be governed and interpreted in accordance with the laws of Italy. The UN Convention on the International Sale of Goods will not apply in any case. For any matters not expressly provided for in these Terms and Conditions, the provisions of the Italian Civil Code with regard to sales contracts will apply.

13.2 These Terms and Conditions have been issued in two languages: Italian and English; the Italian version will prevail in the event of any discrepancy as to interpretation.

13.3 For any disputes resulting from the interpretation or performance of these Terms and Conditions and of any Contract to which they may apply, the Court of Reggio Emilia shall have exclusive jurisdiction.