

GENERAL SALES CONDITIONS

INDEX

1.	General provisions.....	1
2.	Object of the contract	1
3.	Offers, confirmations and cancellations of orders	1
4.	Prices and terms of the payment	2
5.	Terms of delivery	3
6.	Duty of inspection and acceptance of the products	3
7.	Right of withdrawal	4
8.	Guarantee.....	4
9.	Form and nullity.....	5
10.	Limitation of responsibility	5
11.	Express termination clause	5
12.	Force majeure	6
13.	Restriction on assignment of the contract.....	6
14.	Solve et repete	6
15.	Legal fees.....	6
16.	Retention of title	6
17.	Processing of personal data	7
18.	Applicable Law	8
19.	Place of jurisdiction	8
20.	Customer service and complaints.....	8
21.	Final provisions.....	8

1. General provisions

- 1.1 The sales of products by Sicor S.r.l. (legal and administrative headquarters in viale Caproni, nr. 32 – 38068, Trento (TN)) (hereinafter, also referred to as “**the Company**”) is governed by the contracts concluded between Sicor S.r.l. and the Buyer. These General Sales Conditions are integral parts of the abovementioned contracts.
- 1.2 These General Sales Conditions apply to all transactions concluded between Sicor S.r.l. and the Buyer, without the need for an express reference to them or a specific agreement to this effect at the time of conclusion of each individual transaction. Any condition or term different from what is indicated in the present document shall apply only if confirmed in writing by Sicor S.r.l..
- 1.3 Sicor S.r.l. reserves the right to modify, supplement or vary the General Sales Conditions. The amendment to the General Sales Conditions will be attached by Sicor S.r.l. to the offers or to any correspondence sent in writing to the Buyer.

2. Object of the contract

- 2.1 The contract includes only what is indicated in the order placed by the Buyer.
- 2.2 The characteristics and the data on the products indicated in the catalogues as well as on the website of Sicor S.r.l. (www.sicoritaly.com) (the “**Website**”) and/or any other document regarding the products covered by the order are to be considered as purely indicative and not binding for Sicor S.r.l..
- 2.3 In any case, with reference to the description of the products and their technical specifications, only the information on the Site shall be taken as authentic.
- 2.4 Sicor S.r.l. undertakes to correct any potential mistakes in the description of the products on the Site in the shortest possible time. The Buyer may make reports regarding the erroneity of the description and/or technical specifications by sending an e-mail to info@sicoritaly.com

3. Offers, confirmations and cancellations of orders

- 3.1 The offers submitted to the Buyer by Sicor S.r.l. are not binding, in particular with regard to quantities, prices and terms of delivery.
- 3.2 The orders placed by the Buyer are not accepted until they are confirmed in writing by Sicor S.r.l.. if the Company does not provide a written confirmation of an order negotiated verbally, the issue of the invoice by Sicor S.r.l. or the execution of the order by the Company shall be considered as a confirmation.
- 3.3 The orders and/or the amendment of orders made verbally or by telephone shall be confirmed in writing by the Buyer. If this confirmation does not reach the Company, Sicor S.r.l. does not take any

responsibility with regard to any error or possible misunderstandings regarding the abovementioned order and/or amendment of the order.

- 3.4 The order confirmations of Sicor S.r.l., the technical specifications of the product, the prices and all the conditions of sale or supply contained in them are expressly accepted by the Buyer if not contested within 12 (twelve) working hours from the receipt of the order confirmation by Sicor S.r.l..
- 3.5 If the Buyer cancels for any reason totally or partially an order already confirmed by the Company, Sicor S.r.l. reserves the right to request to the Buyer the payment of a penalty equal to a maximum of 50% of the value of the order that was totally or partially cancelled. In any case, if there is a totally or partially confirmation of an order that was already confirmed, Sicor S.r.l. may withhold all sums already paid in advance by the Buyer.

4. Prices and terms of the payment

- 4.1 The prices of the products do not include VAT, which must be paid at the moment of delivery and in any case, in accordance with the specific provisions included in the invoice.
- 4.2 Unless otherwise stated, all prices indicated in any document or correspondence issued by Sicor S.r.l. are not inclusive of packaging and transport costs, nor the ancillary charges indicated in the Company's catalogue in force at the time of conclusion of the contract with the Buyer.
- 4.3 The payment of the net price indicated in the invoice must be made in full and without any reduction, as indicated in the order confirmation and in the invoice.
- 4.4 In addition to the other remedies allowed by law and by these General Sales Conditions, Sicor S.r.l. reserves the right to apply default interest on late payments starting from the date in which the payment has accrued. The default interest shall be calculated at the official reference rate of the European Central Bank increased by 7 (seven) points.
- 4.5 If the Buyer does not make the payment following the terms and in the manner indicated by Sicor S.r.l. and if the activity of the Buyer is not conducted in accordance with the ordinary course of business – with this being understood, by way of example, cases of issuance of acts of seizure or of protest or when the payments have been delayed or bankruptcy proceedings have been requested or promoted – Sicor S.r.l. reserves the right, at its discretion, to suspend or cancel further confirmed deliveries and to declare any claim arising from the business relationship as immediately due. In the cases provided for by this clause, Sicor S.r.l. may, furthermore, request advance on payments or a guaranteed deposit.
- 4.6 The Buyer shall not make any compensation, withholding or reduction of payment, except the cases in which its request has been judicially and definitively granted.

5. Terms of delivery

- 5.1 Unless otherwise agreed by the parties, the deliveries of the products is agreed as EXW (Incoterms 2020) at Sicor S.r.l. factory.
- 5.2 The Buyer, therefore, shall independently arrange for the transport of the products and to the mean of transportation used. The Buyer is, therefore, responsible for the availability of the chosen mean of transport within the period agreed with the Company.
- 5.3 If the mean of transport indicated by the Buyer is not available within the agreed time limits, Sicor S.r.l. shall be promptly informed of the delay by the Buyer. Any cost deriving from the delay will be borne by the Buyer.
- 5.4 Unless otherwise agreed in writing by the Parties, the terms of delivery indicated are not binding for Sicor S.r.l.. The indicative delivery time is the one specified in the order confirmation, unless otherwise stated.
- 5.5 Sicor S.r.l. reserves the right to make partial deliveries in case of of production stops, production rejects and causes of force majeure.
- 5.6 Sicor S.r.l. may decide, at its own to discretion, whether to accept returns of products, unless otherwise agreed in writing. Any cost incurred for this purpose shall be borne by the Buyer.

6. Duty of inspection and acceptance of the products

- 6.1 Upon receipt of the products, the Buyer shall immediately:
- i. verify that the quantities of the delivered product correspond to the ordered quantity and that the packaging is intact and free from defect. Any objection relating to this issue shall be recorded in the delivery note;
 - ii. carry out a check of conformity of the products with respect to what is indicated in the order confirmation and to record any discrepancies at issue in the delivery note.
- 6.2 If the Buyer intends to report defect of the delivered products, the Buyer must send a specific communication regarding the defects of the products to Sicor S.r.l. within 3 (three) working days starting from the day of acceptance of the delivery by the Buyer. If the complaint relates to a defect which, despite the initial inspection, has remained hidden, the complaint shall be made before the end of the working day in which the defect has been discovered and, in any case, not later than 2 (two) weeks from the day of acceptance of the delivery of the products.
- 6.3 The communication referred to in clause 6.2 shall clearly specify the type and the amount of the alleged defects. If the Buyer uses methods different from the communication in writing, the communication will not be taken into account, and it will not be considered effective for the purposes of the procedure indicated herein.

6.4 The Buyer agrees to make the disputed products available for inspection by Sicor S.r.l. or by an expert appointed by the Company.

6.5 No dispute with regard to quantity, quality, type and packaging of the products can be made, except through a specific communication attached to the delivery note, in accordance with the procedure indicated above.

6.6 Any product for which no dispute has been raised in accordance with the procedure and terms set out above shall be deemed approved and accepted by the Buyer.

7. Right of withdrawal

7.1 In addition to what is expressly provided by the contract concluded between the parties and unless otherwise agreed by them, Sicor S.r.l. reserves the right to withdraw from the contract in the event that, after the confirmation of the order, the Company receives commercial information that, in the sole discretion of Sicor S.r.l., advise against the execution or the prosecution of the contract with the Buyer. The exercise of this right does not give to the Buyer any right to compensation or to any other claim.

7.2 If the Buyer intends to withdraw from the contract, in addition to what is expressly provided by the contract concluded between the parties and unless otherwise agreed by them, the Buyer shall give a written notice to Sicor S.r.l. by registered letter. In these cases, without prejudice to the payments in progress and having examined the state of execution of the Buyer's order, Sicor S.r.l. will proceed to the quantification of the charge charged to the Buyer. This charge will include the compensation for loss of earnings. This compensation shall be paid within 30 days starting from the date of withdrawal of the contract. Upon such payment, the contract shall be deemed to have been terminated.

8. Guarantee

8.1 With reference to the warranty of the products ordered by the Buyer, the "Warranties and liability" document available on the Site will apply. The document illustrates the rules regarding warranties and liability adopted by Sicor S.r.l. towards its customers. The document is without prejudice to the different agreement expressly provided for in the contracts concluded between the Buyer and the Company, if the agreement differs from the provisions of the "Warranties and liability" policy.

9. Form and nullity

9.1 Any amendment to these General Sales Conditions will not be valid unless made in writing and unless expressly approved by Sicor S.r.l.. The potential nullity of any clause provided by this document will not result in the nullity of the General Sales Conditions, which shall be interpreted in their entirety.

10. Limitation of responsibility

10.1 Except in cases of legitimate claims raised in accordance with clause 6 of this document, the Buyer shall not be granted any additional right or remedy. Specifically, Sicor S.r.l. will not be responsible for the payment of any compensation requested by the Buyer for a violation or a breach of the contract, for any direct damage or loss of profit suffered by the Buyer as a result of the use, non-use, or the installation of the product in other products, except in cases covered by warranty, or in case of willful misconduct or gross negligence of the Company.

10.2 Sicor S.r.l. will do everything in its power in order to deliver the products within the agreed terms. In no case, however, the Company shall be held liable for the damages directly or indirectly caused by the delayed execution of a contract or by the delayed shipment of the products.

10.3 Catalogues, prices' lists or any other promotional material by Sicor S.r.l. are only an indication of the type of products and the prices charged by the Company. The indication contained herein is therefore not binding.

10.4 Sicor S.r.l. does not take any responsibility for mistakes or omissions contained in its own prices' lists or in its own promotional material.

11. Express termination clause

11.1 Failure to comply with the payment right entitles Sicor S.r.l. to terminate the contract pursuant to article 1456 of the Italian Civil Code, by sending an appropriate written communication to the Buyer by registered letter, without prejudice to the right of the Company to withhold the sums received by the Buyer as compensation for the damages suffered and for the use of the goods by the Buyer.

11.2 In the face of the exercise of the express termination clause, further actions for damages, Sicor S.r.l. reserves the right to proceed with further actions for the suspension of any processing of orders or outstanding orders, the charge to the Buyer (without prejudice to further actions) starting from the day of their expiry of statutory default interest and where applicable, of the default interest corresponding to the rate determined equal to the interest rate of the main refinancing instrument of the European Central Bank, increased by seven percentage points, as specified in article 5 of the Legislative Decree nr. 231/2022, without necessity of formal notice to the Buyer. If the Buyer is

considered a “consumer” pursuant to article 3 of legislative decree nr. 206/2005, Sicor S.r.l. will apply the default interests at the legal rate in force.

12. Force majeure

12.1 No responsibility for delivery can be attributed to Sicor S.r.l. if the delayed or non-performance of the obligations depends on force majeure (by way of example: shortage of energy or raw materials, pandemics, strikes, lockouts, public administration measures, obstacles to movement or production activities, blockades of export or import) or on other unforeseeable events not attributable to the Company. Should such events occur, in consideration of their duration and reach, Sicor S.r.l. will be released from the obligation to respect any agreed delivery time.

13. Restriction on assignment of the contract

13.1 This document and the rights deriving from it cannot, in whole or in part, be assigned by the Buyer, without the written consent of Sicor S.r.l.. The Company is entitled to assign to third parties the right to credit arising from the Order Confirmation – sales contract concluded with the Buyer.

14. Solve et repete

14.1 The Buyer may not initiate any legal action unless the Buyer proves that it has fulfilled its obligations and in particular, the obligation relating to the full payment of the supplies.

14.2 Any exception may be raised only after the fulfilment.

15. Legal fees

15.1 Any unpaid payment by the Buyer will authorize Sicor S.r.l. to instruct a lawyer to proceed with the recovery of the credit. After the appointment of the lawyer by Sicor S.r.l., in addition to the amount due to cover the outstanding, the Buyer must pay to Sicor S.r.l. the expenses incurred for the recovery of the debt and any interest.

16. Retention of title

16.1 The supplied products remain full property of Sicor S.r.l. until the date in which the Buyer has paid their full price and any other sums due to Sicor S.r.l.. Until such time, the Buyer shall hold the products as the Seller’s fiduciary agent and shall keep the products properly stored, protected and insured.

- 16.2 If the performance of administrative and legal formalities – such as, without any limitation, the registration of the products in public registers or affixing of seals – is necessary in the country in which the Buyer has its own domicile for the validity of the retention of title of Sicor S.r.l., the Buyer undertakes to cooperate with Sicor S.r.l. and to put in place all necessary acts in order to obtain a valid right regarding the retention of title.
- 16.3 The Buyer has the right to dispose of the products supplied to it or to use them in manufacturing during the ordinary course of its activity. In that case, the proceeds from the sale or from the processing of the products will be transferred to Sicor S.r.l. up to the price payable by the Buyer to the Company for the supply of the products, in the event of non-payment of the price in the ordinary means.
- 16.4 The right of the Buyer to dispose of the products and to use them in the ordinary course of its business will be waived in the cases indicated in clause 4.5. In that case, the Buyer must make the products available to Sicor S.r.l. which will have the right to access the Buyer's headquarters in order to regain the possession of the products.
- 16.5 In the event of actions exercised by third parties with relation to the supplied products which are subject to retention of title, the Buyer shall communicate to the third parties that the products are property of Sicor S.r.l. and it shall immediately inform the Company of such actions. The Buyer will bear all costs related to each intervention.

17. Processing of personal data

- 17.1 The personal data of the Buyer will be processed in accordance with and in full compliance of the EU Regulation 2016/679. The personal data exchanged will be, in fact, processed by authorized persons for the exclusive purpose of fulfilling contractual obligations. Therefore, the Parties declare, pursuant to the EU Regulation 2016/679, that they have been fully informed about the purposes and methods of processing of their respective personal data freely communicated at the moment of the conclusion of the contract or during the execution of this document.
- 17.2 The processing of data can take place with manual instruments, IT and telematic tools and in such a way as to guarantee the security and confidentiality of data in full compliance with law provisions and regulations. Data are not subject to disclosure, and they can be exclusively communicated to those persons to whom such communication must be made in fulfilment of a law obligation, a regulation or a European provision, and to those persons to whom such communication must be made in order to execute a contractual obligation. By signing the contract, the parties mutually express their consent to the processing of data for the aforementioned purposes, pursuant to article 6 of the EU Regulation 2016/679.

17.3 The parties are granted the right to access the personal data mutually exchanged, pursuant to article 15 of EU Regulation 2016/679 and pursuant to articles 16, 17, 18, 20, 21 and 22 (respectively right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object and right to not be subject to automated individual decision-making). Such personal data will be processed until the contractual relation between the parties is in force and for next ten years, in order to comply also with law obligations regarding the keeping of accounting records.

18. Applicable Law

18.1 These General Sales Conditions are governed by the provisions of the Italian Civil Code (Royal Decree 16 marzo 1942, nr. 262), pursuant to application of Italian Law for all contracts concluded by Sicor S.r.l..

18.2 The Parties expressly exclude the application of the 1980 Vienna Convention on Contracts for the International Sale of Goods to the contracts between them and to these General Sales Conditions.

19. Place of jurisdiction

19.1 Any dispute arising between the parties and relating to the interpretation, the validity or the execution of these General Sales Condition and of the contracts concluded between the Parties shall be assigned to the exclusive jurisdiction of the court of Milan.

20. Customer service and complaints

20.1 Any request for information, communication, request for support or forwarding of complaints can be made by contacting Sicor S.r.l. at the following contact details:

- e-mail: customerservice@sicoritaly.com;
- telephone: 0464 4841111 (from Monday to Friday; from 8:00 am. To 5:00 pm, excluding public holidays);
- post to viale Caproni, nr. 32 – Rovereto (TN).

20.2 Sicor S.r.l. will answer via e-mail to complaints submitted within 5 working days starting from the date of receipt of the complaint.

21. Final provisions

21.1 These General Sales Conditions are written in Italian and in English. If there are any doubts on the interpretation of these clauses, the Italian version of the General Sales Conditions will prevail.

Pursuant to article 1341 and 1342 of the Italian Civil Code, the Buyer specifically approves the following provisions:

Article 1.2 – Applicability of the General Sales Conditions to all contracts; Article 3 – Offers, confirmations and cancellations of orders; Article 4 – Prices and terms of payment; Article 5 – Terms of delivery; Article 6 – Duty of inspection and acceptance of products; Article 7 – Right of withdrawal; Article 10 – Limitation of responsibility; Article 11 – Express termination clause; Article 12 – Force majeure; Article 15 – Legal fees; Article 15 – Retention of title; Article 18 – Applicable law; Article 19 – Place of jurisdiction.