



## General Sale and Supply Conditions:

1. Contract Parties: 1.1. The Seller is the supplier company DPS Solving Srl. 1.2. The Buyer is the recipient of the invoices issued by the seller. 2. Scope of Application: 2.1. These general contract conditions apply to all contracts concluded between seller and buyer, which will be executed only in accordance with the same; the buyer shall renounce its own general conditions considered individually and in their entirety. 3. Offers and ancillary agreements: 3.1. The offers of the Seller, both verbal and written, are understood to be without commitment. 3.2. Orders received by the seller are considered accepted and binding only if confirmed by the latter in writing or if appropriately processed. 3.3. The seller's order confirmations are considered accepted in their entirety if not contested by the buyer within 24 hours from receipt thereof. 3.4. Ancillary agreements require written form for effectiveness thereof, without exceptions. 3.5. Partial supplies are possible if previously agreed between the parties. 4. Product: 4.1. The technical features of the products offered for sale, as well as graphic representation, color and other aesthetic variables present in the catalogue, site and documentation of the Seller, are indicative. 4.2. The Seller reserves the right to make changes to the products that, without altering their essential characteristics, are necessary or appropriate for its own technical and economic needs. 5. Price: 5.1. The price agreed is valid only for the specific order confirmation to which it refers and is not binding for different and/or subsequent supplies deriving from other order confirmations. 5.2. Unless otherwise agreed, the price agreed refers to products packaged according to the uses of the sector in relation to the means of transport agreed. The agreed price does not include transport costs, with the exception of Italy-Italy shipments for an order of at least €1.000, insurance and VAT excluded, unless otherwise stated in the order confirmation. 5.3. Additional costs for express or fast shipping shall also be borne by the Buyer. 6. Place of performance: 6.1. Deliveries will be Ex-Works Seller, at the place of production or storage of DPS Solving Srl. 6.2. The delivery terms indicated in the order confirmation are indicative and shall not bind the Seller, which may change them at its sole discretion. 6.3. The Seller is not obliged to respond with indemnity of any kind for any direct or indirect damage due to delivery delays, interruption or resolution, total or partial, of the supply. 7. Transport: 7.1. Where expressly agreed, notwithstanding the provisions of paragraph 6.1, that the delivery of goods shall be other than Ex-Works, products always travel at the risk and peril of the Buyer. 7.2. In any case, the Seller undertakes to comply with all regulatory provisions concerning national and international transport. Any charges, taxes and expenses arising from the application of these regulations are the responsibility of the Buyer. 8. Payment terms and methods: 8.1. Payment must be made at the Seller only. 8.2. The payment terms and conditions will be specified in the order confirmation issued by the Seller. 8.3. Termination, for any reason, of the effectiveness of the contract shall not invalidate the obligation to provide for the full payment of the amount due and not yet paid. 8.4. Payments are due by the Buyer within the agreed terms even in cases of delayed delivery of goods, breakdowns, partial or total losses occurring during transport, and in the event that the goods made available to the Buyer are not collected by the same. 8.5. For any dispute raised by the Buyer or in any case arising between the parties, the Buyer may not suspend or delay payments in the agreed terms and conditions, and will not be released from the other obligations assumed with the contract, expressly waiving any exceptions of any kind. 9. Payment delay: 9.1. The Buyer will be responsible for the delay in the payment of the amount in the methods and terms agreed, regardless of the responsibility of the same of the delay, thus assuming the risk of the fortuitous case. 9.2. In case of delayed payments with respect to the agreed terms, the Seller is authorized to suspend subsequent supplies and obtain termination of the contract. 9.3. In any case, termination will not affect the rights of the Seller already accrued at the date of termination. 9.4. In case of delay in payments with respect to the terms agreed as well as of insolvency or insolvency risk of the Buyer, as well as in case of original insolvency of the same, unknown to the Seller at the time of conclusion of the contract, the Seller may terminate the contract or request the Buyer, before the order is processed, for advance payment of the amount and/or the provision of equivalent guarantees. 9.5. In any case, the Seller will charge the Buyer, without the need for injunction or formal notice, interest on the overdue amounts calculated for the period of delay at a rate equal to the 3-month Euribor increased by 5 percentage points. 9.6. Any bank or other expenses that may derive from non-payment or late payment will be fully charged to the Buyer. 9.7. The foregoing is without prejudice to the consequences of law on responsibility for non-fulfilment of the Buyer in terms of compensation for damages. 10. Ownership reserve: The material that the Seller agrees to provide the Buyer with the order confirmation, will remain the exclusive property of the Seller until the Buyer has paid the price agreed in full, in accordance with the terms of the contract. If at the expiry of the aforementioned payment term, the Buyer has not paid the price agreed in whole or in part, but has already received delivery of the contract material, it undertakes at own expense and responsibility to return the material to the seller within 7 days of expiration of the aforementioned term. 11. Limitations of responsibility: 11.1. Except as provided for by mandatory provisions of law, the Seller ensures the regular execution of the contract, but remains exempt from any and all contractual and/or non-contractual responsibility for direct and/or indirect damages (both with reference to the emerging damage and loss of

profit) suffered by the Buyer and/or third parties as a result of the use of the goods sold, except in the case of events attributable to wilful misconduct or gross negligence. 11.2. The Seller will not be required to pay compensation for damages that the Buyer or third parties may suffer as a consequence of acts or omissions of the Buyer, its employees or collaborators, as well as third parties that make use of the subject of the sale. 12. Fortuitous case, Force majeure, Third-party fact: 12.1. The Seller will not be responsible with respect to the Buyer for delays or non-fulfilment of the obligations assumed, caused directly or indirectly by circumstances beyond its control (fortuitous case, force majeure). In such cases, the Seller will be required to promptly notify the Buyer of the occurrence of force majeure or of the fortuitous event and its termination. 13. Complaints and disputes: 13.1. The Buyer is required to check the products at the time of delivery. Any complaints regarding the quantity, type and/or type of goods supplied and/or defects of the same, must be made promptly upon delivery, under penalty of forfeiture of the right of complaint, by noting in the transport document to be countersigned by the carrier, "goods accepted with reserve", as well as notified to the Seller by means of registered letter with return receipt within 8 days of receipt of the products. 13.2. Any complaints or disputes shall not entitle the Buyer to suspend or delay the payments of the contested products. 14. Warranty: 14.1. In the event of defects, lack of quality or lack of conformity of the products attributable to the Seller and claimed and notified by the Buyer in accordance with paragraph 13.1., the Seller will only be required to repair or replace them, in any case, excluding the Buyer's right to compensation for damages. 14.2. The choice between the elimination of defects or the replacement of the products shall be at the discretion of the Seller. 14.3. This warranty shall exclusively apply with reference to new and unused goods; the warranty may not be applied to goods used or repaired by anyone. 14.4. The Seller does not guarantee compliance of the products with particular specifications or technical characteristics or their suitability for particular uses except to the extent that such characteristics have been expressly agreed in the contract or in documents referred to by the contract for this purpose. 14.5. The Buyer, for any dispute raised by the latter or otherwise arising between the parties, may not suspend or delay the payment of sums due at the dates set in the contract, with express waiver of exceptions of any kind. 15. Used goods returns: 15.1. If the reporting of defects is timely pursuant to paragraph 13.1., the Seller, after checking the responsibility of the same, reserves the right to eliminate them or to authorize the return of the products already used by the Buyer or its assignees. Returned goods may be authorized only if accompanied by DDT and related defectiveness, with a brief description of the conditions of use. 15.2. The Seller will open the claim and analyze the request, in the time and manner deemed necessary, to verify the existence of the defect disputed as well as whether it is its responsibility or whether it was determined by improper use or normal prolonged use. 15.3. If the Seller considers its responsibility to be subsisting, it will inform the Buyer by registered letter with return receipt, authorizing the return, and issue a credit note in favour of the Buyer that will be paid within 60 days of its issue. The value of the credit note will be determined by the average selling price of each item returned in the previous year. 15.4. The reporting of the defect, the opening of the claim, the acceptance of the return and the issue of the Credit Note by the Seller shall not entitle the Buyer to suspend payments or fulfilment of the other obligations assumed with the contract. 16. Jurisdiction: 16.1. For any dispute concerning the interpretation and/or effectiveness and/or execution of the contract - unless it falls within those for which the law expressly provides for the non-responsibility of jurisdiction for the territory - the Court of Ancona shall be exclusively competent. 17. Reference language: 17.1. Any interpretative controversy arising from the contract must be resolved on the basis of the meaning that the legal terms used have in the Italian language. 18. Italian jurisdiction: Any disputes that may arise in relation to the obligatory relationships deriving from the sale and supply contract concluded between Seller and Buyer will be subject to Italian jurisdiction and to the laws in force of the Italian legal system.