

GENERAL TERMS AND CONDITIONS OF SALE

Rev. D of 14 November 2024

Art. 1 Scope of application

These General Terms and Conditions regulate all supply relationships between the parties. Even if any exceptions are agreed in writing, these terms and conditions will continue to apply in relation to the parts not expressly derogated. Any general terms and conditions of purchase prepared by the Purchaser will not apply to the relationships between the parties unless expressly accepted in writing by Campress S.r.l. and in any case will not invalidate the effectiveness of these General Terms and Conditions, with which they must be coordinated.

Art. 2 Contract formation

These General Terms and Conditions of Sale will begin to apply upon the Purchaser's acceptance of the offer, the issuance of the order or the confirmation of the order by Campress S.r.l., however this occurs. Offers made by agents, representatives and salespersons of Campress S.r.l. are not valid or binding for the latter until they have been confirmed in writing by Campress S.r.l. itself. Sales offers sent by Campress S.r.l. are valid for 30 days from being made and are limited to the complete supply of what is quoted therein. Once the aforementioned validity period has elapsed, the offer will no longer be valid.

Art. 3 Technical data and documents related to the supply

The weights, sizes, prices, performances, colours and other data relating to the products supplied and indicated in the catalogues, price lists, circulars or other illustrative documents, prepared by Campress S.r.l., along with the characteristics of the samples, are purely indicative and not binding, except where they are stated as being such in the sales offer or order confirmation.

Art. 4 Prices – Payments

The prices of the products are those indicated in the sales offer or order confirmation and the respective payments must be made based upon what is indicated in the aforementioned sales offer or order confirmation. Payments and any other sum due in any capacity to Campress S.r.l. must be made to the domicile of the latter. Any payments made to agents, representatives or salespersons of Campress S.r.l. are understood not to have been made; therefore, they do not release the Purchaser from its obligation, until the sums are received by Campress S.r.l. Unless otherwise agreed, payments will be made in Euros.

Any delay or irregularity in payments shall entitle Campress S.r.l. to:

- a) suspend the supplies in progress, even if not relating to the payment in question;
- b) alter the payment and discounting methods for future supplies, even requiring advance payment or the issuance of additional guarantees;
- c) claim, with effect from the payment due date and without the need for formal placement in default, interest in arrears on the sum still due, at the rate envisaged by the legal rules currently in force for commercial transactions (in particular, Italian Legislative Decree 231/2002 as amended), without prejudice to the right of Campress S.r.l. to claim compensation for any further damage suffered.

Furthermore, in the aforementioned cases, any sum due for any reason to Campress S.r.l. then becomes

payable immediately. The Purchaser must pay for the products in full even if objections, disputes or controversies arise; any such issues will be settled only after the amount due has been paid. The Purchaser waives in advance the right to request offsetting with any receivables, however they arise, from Campress S.r.l.

Art. 5 Retention of Title

The products delivered will remain the property of Campress S.r.l. until full payment has been made.

Art. 6 Delivery

Unless otherwise agreed, the supply of the Products is understood to be made Free Carrier (FCA Incoterms 2020) and therefore the risks relating to the supply are transferred to the Purchaser when the products are delivered to the carrier. The delivery terms are purely indicative and are calculated in working days; any liability of Campress S.r.l. for all the damage deriving from early or delayed delivery, total or partial, is therefore excluded.

If the Purchaser is not up to date with payments for other supplies, the effectiveness of the delivery terms is suspended and Campress S.r.l. may delay the delivery until the Purchaser has paid all sums that are due.

The Purchaser grants to Campress S.r.l. the usual tolerance thresholds for the quantities delivered.

If, for reasons not attributable to Campress S.r.l., the Purchaser or carrier designated by it fails to take delivery of the products, Campress S.r.l. may store them, subject to notifying the Purchaser, charging to the latter any related cost incurred.

Art. 7 Justifiable delays

Campress S.r.l. will not be liable for any failure to fulfil its contractual obligations precisely, to the extent that such non-fulfilment derives, directly or indirectly, from:

- a) causes not attributable to it and/or circumstances of force majeure;
- b) acts (or omissions) of the Purchaser, therein including the failure to send the information and approvals necessary for Campress S.r.l. to carry out its own work and consequently to supply the products;
- c) any failure by the Purchaser to respect the payment terms;
- d) impossibility of obtaining materials, components or services needed to carry out the work and to supply the products.

If one of the aforementioned circumstances occurs, Campress S.r.l. will notify the Purchaser thereof and will quantify the possible delay and indicate the new delivery date. If the delay of Campress S.r.l. is caused by acts or omissions of the Purchaser, or by the specific work of other contractors or suppliers of the Purchaser, Campress S.r.l. will also be entitled to a fair revision of the price.

Art. 8 Technical rules and liability

Campress S.r.l. guarantees its manufactured products only and exclusively in relation to the uses, destinations, applications, tolerances, etc. expressly indicated in the technical specifications and agreed with the Purchaser and stated in the order. Furthermore, any checks and controls to be carried out on the products must be indicated in the technical specifications, technical rules and designs attached to the acceptance of the offer or the issuance of the order. In the absence thereof, Campress S.r.l. will merely carry out a visual and dimensional check.

If production is carried out in the context of a Quality Assurance & Management system, this condition must be indicated by the Purchaser in the request for quotation and in the order and Campress S.r.l., in turn, must confirm this in its offer and order acceptance.

Art. 9 Moulds - models - equipment

Campress S.r.l. undertakes to carry out, on behalf of the Purchaser, a feasibility study and/or design of the moulds and equipment necessary to manufacture the specific product. Within 3 days from receiving that documentation (design of the mould), the Purchaser will send its approval authorising the construction, by Campress S.r.l., of the moulds and of all equipment needed for production. Once that period has elapsed, the designs of the mould are understood to be accepted and Campress S.r.l. will consider itself authorised to proceed.

The Purchaser will grant a contribution to Campress S.r.l., without this being seen as any participation in the costs incurred for constructing the moulds and/or equipment. In view of that contribution, Campress S.r.l. undertakes to use the equipment and moulds exclusively for the Purchaser and to ensure that the same are always ready for use by performing ordinary and extraordinary maintenance works. In addition, if necessary, Campress S.r.l. will recreate the moulds and equipment free of charge if they break or can no longer be used and/or will alienate them if expressly requested. The moulds and equipment remain the exclusive property of Campress S.r.l.

The Purchaser retains the option of providing directly to Campress S.r.l. the equipment and moulds needed for production, with the related charge for the design to be created. In that case, the production will be carried out using equipment owned by the Purchaser with the consequent responsibility to create supplies which satisfy, by number and delivery times, the specific requirements communicated to the Purchaser itself by the Production Planning Department of Campress S.r.l.

Mass production will be considered to be authorised only after the sampling and related dimensional control report analysed by the Purchaser have been approved either in writing or by issuing the related order.

Art. 10 Guarantee

Campress S.r.l. guarantees that the sold products are compliant with the samples and the Technical Specifications agreed with the Purchaser and they are free from manufacturing defects. The guarantee for defects is limited only to product defects arising from defects of design, material or construction attributable to Campress S.r.l. and it does not apply if the defects or deformities are consequent to errors, omissions or defects contained in the technical specifications/moulds and equipment sent by the Purchaser or generically to instructions/requests of the latter. The guarantee also does not apply if the Purchaser cannot prove that it has used and stored the products correctly and has not modified or repaired them without the consent of Campress S.r.l.

The guarantee has a limited duration of 24 months, with effect from the delivery date, and is subject to the report made by the Purchaser by the following methods: (a) complaints relating to defects and deformities of quantity or non-conformity which the Purchaser was able to make as soon as it was in possession of the goods must be submitted, under penalty of forfeiture, no more than 8 days from receipt of the goods by the Purchaser. For any damage to the packaging of the Products visible upon delivery, the report must strictly be made on the transportation documents, upon delivery of the Products; (b) hidden deformities, defects or non-conformities must be reported within 8 days from discovery and in any case, under penalty of

forfeiture, no more than 24 months from the delivery date.

Any complaints must be submitted in writing to Campress S.r.l., indicating in detail the defects or non-conformities found. The Purchaser forfeits the right to the guarantee if it does not facilitate any reasonable controls requested by Campress S.r.l. or if it fails to return the defective products within 10 days of the respective request. Following a due complaint by the Purchaser, Campress S.r.l. may, at its discretion: a) repair the defective products; b) supply free of charge to the registered office of the Purchaser (DAP Incoterms 2020) products of the same type and quantity as those found to be defective; c) issue a credit note to the Purchaser for a sum equal to the value indicated in the invoice for the returned products. In those circumstances, Campress S.r.l. may ask for the defective products to be returned, which then become its property. Unless otherwise agreed between the Parties, all costs relating to the technical support interventions performed by Campress S.r.l. will be borne by the latter.

If Campress S.r.l. is not liable for the defects found on the products - including defects or non-conformities of raw material provided for processing by the Purchaser - the product repair and replacement costs will be calculated and invoiced to the Purchaser.

The Purchaser forfeits the guarantee if:

- having made a request to return defective products, the Purchaser fails to return them within 10 days of the request. Products may not be returned without written authorisation by Campress S.r.l., in the absence of which the goods will be returned to the sender at the expense of the latter.
- it is not up to date with its payments.

Except in the case of wilful intent or gross negligence by Campress S.r.l., the same is not liable towards the Purchaser for direct, indirect and/or consequential damage deriving from the supplied products. The guarantee indicated in this article absorbs and replaces the legal guarantees for defects and non-conformities and excludes any other liability of Campress S.r.l. however originated by the products supplied; in particular, the Purchaser may not make requests for damages, price reduction or contract termination.

Art. 11 Damages

The liability of Campress S.r.l., deriving from the execution or lack of execution of the contract, from the guarantee, from unlawful acts or from objective liability, may not in any case exceed the value of the product to which such liability is related. In no case may Campress S.r.l. be liable for any lack of earnings or loss of profit, or for non-use or technical shutdown of the product or any associated machinery, for complaints of the Purchaser and/or of third parties relating to the aforementioned damage or for any other damage, even indirect or consequential.

In relation to civil liability for defective products, the compensation for any damage to persons or property deriving from the defective products supplied is contained within the limits and terms indicated in the professional civil liability policy taken out by Campress S.r.l. The aforementioned policy is available to the Purchaser at the request of the latter.

Art. 12 Confidentiality

The Purchaser agrees to (i) treat the information/data/designs/know-how/documentation received and/or learned of from Campress S.r.l. as confidential, and to (ii) restrict the use of the confidential information/documents and related access for purposes relating to the execution of the contract. The confidential information/documentation may not be reproduced without the prior written agreement of

Campress S.r.l. and all copies of the same must be returned immediately at the request of Campress S.r.l. The provisions indicated above do not apply to information that: (i) is public or becomes public not due to disclosure by the Purchaser, its employees or collaborators, or (ii) was in possession of the Purchaser prior to receiving it from Campress S.r.l. or (iii) was disclosed by sources that are not subject to the restrictions by which the Purchaser is bound in relation to its use, or (iv) may be disclosed to third parties based upon written authorisation from Campress S.r.l.

Art. 13 Personal data protection

Campress S.r.l., controller of the data received from the Purchaser by virtue of these General Terms and Conditions of Sale, notes that those data - in respect of the obligations and fulfilments envisaged by Regulation EU 679/2016 as amended and supplemented ("GDPR") and Italian Decree no. 101/2018 which transposes it ("Applicable Privacy Rules") - will be made accessible only to those who, both within Campress S.r.l. and externally, need to have access to them in order to manage the contractual relationship in progress and they may be communicated and transferred in Italy and/or abroad, even outside the European Union, exclusively for the purposes specified above to:

- companies of the Camozzi Group, subsidiaries, parent companies or associates;
- natural/legal persons supplying goods and/or services used by Campress S.r.l. in carrying out its activities.

Art. 14 Code of Ethics and Italian Legislative Decree 231/01

Campress S.r.l., aware of the need to guarantee, when performing its activities, an ethical approach based upon clear principles of fairness, transparency and impartiality, has implemented in line with its corporate policies an Organisation, Management and Control Model in respect of the legislation.

Campress S.r.l. has also prepared a Code of Ethics – adopted in all companies belonging to the Camozzi Group S.p.A. – available on the internet website and forming an integral part of these general terms, which Campress undertakes to respect.

Art. 15 Laws and Regulations – Export Control

Campress S.r.l. undertakes to respect, in fulfilling its obligations, all provisions of law and national and international regulations on export control.

The Purchaser undertakes to comply fully with all laws and regulations on export control applicable to it – therein including, by way of example but without limitation, laws and regulations adopted in the European Union, the United States and the United Kingdom (as amended) (jointly, the Export Regulations), sanction programmes and restrictive financial and commercial measures – and recognises that it is responsible for obtaining and maintaining the necessary export, re-export or import licences, where applicable.

The Purchaser, before any transfer and/or export, must check whether or not the products involved are covered by restrictions or prohibitions under the Export Regulations.

In addition, the Purchaser declares and warrants that:

- it will not sell, export or re-export, directly or indirectly, in Russia or for use in Russia any product supplied that falls within the scope of application of Article 12-octies of Council Regulation (EU) no. 833/2014 of 31.07.2014 (as amended);
- it will not sell, export or re-export, directly or indirectly, in Belarus or for use in Belarus any product

supplied that falls within the scope of application of Article 8-octies of Council Regulation (EU) no. 765/2006 of 18 May 2006 (as amended);

- it has not marketed and will not market, directly or indirectly, products, services, technologies, materials, instruments and/or technical data in countries subject to commercial embargo and/or sanctions in violation of the applicable laws on export control;
- neither the Purchaser nor any of its members, directors, affiliates or any person who acts on its behalf, nor its shareholders are included in any list of sanctioned parties or is subject to prohibitions based upon sanction programmes.

The Purchaser will prepare and maintain an adequate monitoring mechanism to identify any conduct by third parties downstream in the commercial chain, including any dealers, that may defeat the purpose of this provision. The Purchaser will inform Campress S.r.l. immediately of any problems in applying this provision, including any activities by third parties that may defeat the purpose of this provision.

The Purchaser, where necessary and required, shall procure all information and documentation for compliance with the Italian Export Regulations, i.e. all information on the Purchaser and on use of the products necessary to obtain the Export Licence from the Italian Authorities. If the requested Export Licence is not granted by the aforementioned Italian Authorities, Campress S.r.l. will not have any legal or contractual obligation to sell the products to the Purchaser and, therefore, no complaint may arise as a consequence thereof. The Purchaser will make available to Campress S.r.l. the information relating to compliance with its obligations indicated in this provision within two weeks from the simple request for the same.

Any violation of this provision will constitute a substantial breach. Without prejudice to the additional remedies, the Purchaser shall compensate/indemnify Campress S.r.l. for any loss, cost, damage, expense, liability and/or claims (including legal expenses and defence costs) deriving from or relating to the violation of this provision by the Purchaser.

Art. 16 Miscellanea

Any assignment by the Purchaser of rights or duties deriving from the contract, without the prior written consent of Campress S.r.l., will be considered void. Campress S.r.l. has the right to transfer, at any time, to third parties the receivables deriving from the contract, after notifying the Purchaser in writing.

The total or partial invalidity of one or more clauses of these General Terms and Conditions will not have any effect on the validity of the remaining clauses.

Any tolerance of violations of these General Terms and Conditions may not in any way be interpreted as a waiver of exercising the rights and/or powers related or consequent to them.

Art. 17 Applicable law and Court with jurisdiction

These General Terms and Conditions and the related supply contracts will be regulated by Italian law.

For any dispute relating to or in any case connected to the contracts to which these General Terms and Conditions apply, the Court of Brescia will have exclusive jurisdiction. In derogation of what is established above, Campress S.r.l. will, however, have the right to bring action before the court located in the vicinity of the Purchaser's registered office.

Brescia, 20/11/24

Campress S.r.l.

Purchaser

In accordance with and for the effects of Art. 1341 of the Italian Civil Code, the Parties declare expressly to approve the following clauses:

- Art. 4 Prices and payments
- Art. 6 Delivery
- Art. 10 Guarantee
- Art. 11 Damages
- Art. 12 Confidentiality
- Art. 13 Personal data protection
- Art. 14 Code of Ethics and Italian Legislative Decree 231/01
- Art. 15 Laws and Regulations - Export Control
- Art. 16 Miscellanea
- Art. 17 Applicable law and court with jurisdiction