



PWG Srl – Società con Socio Unico

Castello d'Argile(BO), via E. Mattei, 8

Tel.: 051-686.20.00 r.a. – Fax: 051-686.13.43

Cod. Fisc. e Partita I.V.A. 02873661207

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GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND CONTRACT

1. Applicability of these General Terms and Conditions

1.1 These General Terms and Conditions (hereinafter referred to as the "General Terms and Conditions of Sale" and/or also only as "GTC") form an integral part of all contracts for the sale, in Italy and/or abroad, by i) PWG Srl or ii) any other company controlled by it, directly or indirectly, having its registered office in Italy or abroad, which does not have its own General Terms and Conditions of Supply (hereinafter referred to without distinction as the "Supplier"), of products (hereinafter referred to as the "Products") to purchasing companies (hereinafter referred to as the "Purchaser(s)"). All offers, order confirmations, deliveries and invoices of the Supplier shall be deemed to have been made on the basis of these General Terms and Conditions, unless waived in writing by the Supplier.

The "GTC" are also available on the website of PWG S.r.l. www.PWGsr.l.com, tax code, VAT number 02873661207, with registration in the Register of Companies of BOLOGNA, with registered office and operations in via E.MATTEI, 8-40050 Castello D'Argile -BO, being of immediate knowledge and accessibility to the Purchaser/Customer through the link provided in all the contractual forms of PWG Srl - Single member company (Società con Socio Unico).

1.2 The signing of the GTC by the Purchaser implies knowledge and acceptance under Articles 1341 and 1342 of the Civil Code of the relationship governed by the GTC between PWG and the Purchaser/Customer.

1.3 The GTC shall be deemed to be accepted by the Purchaser, even if they differ from any general or special terms and conditions of purchase prepared and sent by the Purchaser, even if reference is made to them or if they are contained in orders or any other documentation from the Purchaser. The latter shall not, therefore, bind the Supplier/PWG in any way unless expressly accepted in writing by the Supplier himself, these GTC remaining valid and effective for PWG, which shall be attached, as a single document, to the Supplier's Order Confirmation sent to the Purchaser.

1.4 In the event that one or more provisions of these GTC is or are held to be invalid or unenforceable, this shall not affect the validity and/or enforceability of the remaining General Terms and Conditions; any provisions held to be invalid or unenforceable may be replaced with new valid and enforceable provisions, the content of which shall, as far as possible, be equivalent to that of the provisions held to be invalid or unenforceable.

2. Contract formation - Acceptance of orders

2.1 Each sales contract shall be deemed concluded when the Purchaser receives written confirmation of the order issued by the Supplier/PWG, which order the Supplier reserves the right to accept or reject. In the event, however, that the Purchaser receives from the Supplier/PWG a written confirmation of the order containing terms and conditions that differ from the order itself, the contract shall be deemed to have been concluded under the terms last reformulated by the Supplier, after 3 (three) working days have elapsed from the receipt of such order confirmation by the Purchaser, without the latter having made any written objection to the Supplier. In the absence of written confirmation of the order by the Supplier, the contract shall, in any case, be deemed to have been concluded, at the latest, upon delivery of the Products to the Purchaser, in accordance with the agreed delivery terms.

2.2 Any offers made by the Supplier to the Purchaser shall remain valid only for the period specified therein and, after that period, shall lapse without revocation. In the absence of any express indication to the contrary, the offer shall be valid for 10 (ten) days from the date of issue. The delivery terms (or dates) indicated by the

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Supplier in the offer are to be considered as merely indicative and non-binding for the Supplier, taking into account the difficulty of the work, the terms of preparation, dispatch and delivery. Any delays in delivery shall therefore not give rise to penalties, compensation for damages, interest, or termination, even partial, of the contract at the expense of the Supplier. In the event that the Supplier has to postpone delivery of the products with respect to the foreseen deadline, at the request of the customer or for reasons even indirectly attributable to him, all additional costs, such as storage, handling, transport, etc., shall be borne by the customer.

2.3 Any cancellation or modification of the order by the Purchaser shall have no effect unless previously authorised, or subsequently accepted, in writing by the Supplier and, in any case, until the 30th day prior to the delivery date.

2.4 In the event of termination of the supply of Products to be manufactured according to the Purchaser's specifications, the Purchaser undertakes to purchase all Products expressly procured by the Supplier in order to ensure the fulfilment of individual orders of the Purchaser or to meet continuing supply obligations possibly agreed upon with the Purchaser.

Intermediaries and agents do not have the power to bind the Supplier in relation to the Purchaser, nor to enter into contracts in the name of and/or on behalf of the Supplier. Offers submitted by intermediaries and agents are subject to approval and written confirmation by the Supplier.

PWG reserves the right to add, modify or delete any provision of these Terms and Conditions of Sale, it being understood that such additions, modifications or deletions shall apply to all Sales concluded from the thirtieth day following notification to the Customer of the new Terms and Conditions of Sale.

3. Price of Products

3.1 Unless otherwise agreed upon in writing between the Parties, the prices stated by the Supplier in the relevant offer or, failing that, the prices stated in the price lists provided by the Supplier to the Purchaser and in force at the time the sales contract is concluded pursuant to Article 2.1 above shall apply to each purchase order.

3.2 In the event that the offer sent by the Supplier is accepted by the Purchaser after the deadline referred to in Article 2.2 above, the Supplier may decide whether to proceed with the supply anyway with the right to claim from the Purchaser the higher costs incurred by the raw materials, if any.

3.3 PWG reserves the right to unilaterally change the prices stated in the price list without notice and with immediate effect in cases where the adjustment is due to circumstances beyond PWG's control (e.g. an increase in the price of raw materials and labour costs or changes in exchange rates). In all other cases, the change shall be notified to the Customer and shall take effect on all Orders received by PWG as from the 30th day following the date on which the change was notified to the Customer.

3.4 Unless otherwise agreed upon in writing between the Parties, the prices of the Supplier's products are understood to be "EXW - Ex Works" Castello D'Argile -BO, Incoterms® 2010 ICC, freight, VAT and taxes excluded. It is understood that the Supplier shall provide for the packaging of the Products using the type of packaging that it deems, at its own discretion, to be most suitable for the type of transport agreed upon with the Purchaser from time to time. Any special packaging, to be requested by the Purchaser no later than the time of placing the order, shall be quoted separately by the Supplier and shall be subject to an express written agreement between the Supplier and the Purchaser.

3.5 PWG shall retain ownership of the Products until the price thereof has been paid in full. The Customer shall fulfil all requirements under local law in order to render this retention of title clause valid and enforceable against all third parties, including by registering it in any appropriate register, where locally required.

3.6



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4. Delivery - Risk of loss - Transfer of ownership

4.1 Unless otherwise agreed in writing between the Parties, delivery of the Products to the Purchaser will be made according to the "EXW - Ex Works" Castello D'Argile -BO Incoterms® 2010 ICC formula, with the sole exception that the Supplier will load the Products onto the collection vehicle at the Supplier's expense but at the Purchaser's risk ("EXW loaded"). This formula, as well as all other terms of performance agreed upon in writing between the parties, refers to the pro tempore current edition of the Incoterms® of the International Chamber of Commerce.

4.2 In the event of "EXW - Ex Works" delivery Castello D'Argile -BO Incoterms® 2010 ICC, the Supplier will not enter into any contract of shipment or transport with regard to the Products to be delivered, unless expressly requested in writing by the Purchaser and at the latter's risk and expense, and the shipment or transport costs incurred by the Supplier will be charged to the Purchaser in the invoice in addition to the agreed prices. If, according to the agreements between the Parties, the Products are to be delivered to the warehouses of the Supplier or of another Company of the PWG srl Group, the Supplier shall inform the Purchaser of the availability of the Products for collection and subsequently issue the relative invoice. If the Purchaser fails to collect the Products within and no later than 5 (five) working days from the date on which he became aware of their availability, the Supplier reserves the right to charge the Purchaser for the storage and warehousing costs incurred by the Supplier from the said period of 5 (five) working days until the day of actual collection. The payment terms applicable pursuant to Article 6 below shall remain binding on the Purchaser even if the latter fails to collect the Products in a timely manner. Where payment is due after delivery, the payment terms shall in any case commence from the date of notification that the goods are ready for collection or, failing that, from the agreed delivery date.

4.3 Ownership of the Products shall pass to the Purchaser upon delivery thereof, according to the agreed ICC Incoterms delivery period.

5. Delivery time - Acceptance of delivery

5.1 Delivery of the Products shall take place within the delivery date(s) expressed by the Supplier in the order confirmation. In the event of any discrepancy between the delivery terms (or dates) requested by the Purchaser and indicated in the order confirmation for reference purposes only, and the delivery terms (or dates) provided by the Supplier, the latter shall prevail. The delivery term shall in any case commence upon receipt by the Supplier of any advance payments to be made by the Purchaser upon receipt of the order confirmation, or, in the case of Products to be manufactured to the Purchaser's technical specifications, upon receipt by the Supplier of all final technical specifications, drawings and technical data requested by the Supplier and/or required to be supplied by the Purchaser, for the relative commissioning and supply of the Products. However, the delivery terms shall not be considered as essential terms for the Purchaser for the purposes of Article 1457 of the Italian Civil Code.

5.2 The Supplier reserves the right to fulfil the order also by partial deliveries and to issue partial invoices according to the deliveries made. If the Purchaser does not wish to accept partial deliveries of goods, he shall declare this to the Supplier in advance and in writing.

5.3 Except as provided for in Article 4.2 above, PWG shall not be held liable for delays or non-delivery attributable to circumstances beyond its control, including, but not limited to: a) inadequate technical data or inaccuracies or delays on the part of the Customer in transmitting to PWG the information or data necessary for the shipment of the Products; b) difficulties in obtaining supplies of raw materials; c) problems related to production or order planning; d) partial or total strikes, power failures, natural disasters, measures imposed by public authorities, transport difficulties, force majeure, riots, terrorist attacks and all other causes of force

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majeure; e) delays on the part of the carrier.

5.4 The occurrence of any of the events listed above shall not entitle the Customer to claim damages or compensation of any kind.

6. Transport

6.1 Unless otherwise agreed in writing between the parties, transport shall always be at the expense and risk of the Customer/Purchaser, and PWG shall not be liable for any theft and/or damage and/or total or partial loss. In the event that PWG, pursuant to Article 4.1, is requested to arrange for the transport of the Products, PWG shall choose the means of transport it deems most appropriate in the absence of specific instructions from the Customer.

7. Payment

7.1 Payments shall be made by the Purchaser in the manner specified by the Supplier in the offer, order confirmation and/or invoice sent by the Supplier to the Purchaser from time to time. Payments shall be made in Euro and within 30 days from the last day of the month in which the invoice was issued. The payment of supplies according to the amounts indicated in the invoices shall be made on time and in the prescribed manner without any deductions or discounts. PWG reserves the right to: - require payment upon order, notice of ready goods or dispatch; - grant a deferred payment term, possibly against provision of adequate security, beyond which late payment interest will be charged

7.2 Failure to pay, delayed payment or partial payment, upon expiry, of an invoice or debit note issued by the Supplier, the occurrence of events that negatively affect the Purchaser's financial or economic situation and any other fact constituting a breach by the Purchaser shall result in the Purchaser's forfeiture of the terms agreed for the payment of the Products. The Supplier shall therefore be entitled to take immediate action to recover existing claims, even if they are not liquid and payable, and this at any time, without any obligation of notice and/or formalities. Failure to pay, even partially, beyond the agreed terms shall entitle PWG to demand from the Customer/Purchaser the payment of default interest, which shall be charged under the conditions and to the extent established by Legislative Decree No. 231 of 9.10.2002.

7.3 In the cases referred to in Article 7.2 above, the Supplier shall also have the right, at its sole discretion, without incurring any liability for damages, to i) not proceed with the execution of the order, ii) suspend and/or refuse delivery of Products ordered and not yet delivered, even if the Products in question are not related to the non-payment or delayed payment in question until full payment of the amount due by the Purchaser, iii) to revoke or decrease the value of any credit line offered to the Purchaser and/or iv) to require the Purchaser to provide payment guarantees and/or different payment terms or methods, both for supplies still in progress and for subsequent supplies.

7.4 If the Purchaser does not proceed with collection of the Products covered by the Supply that have already been manufactured, or informs the Supplier that they are unable to fulfil all or part of the purchase, even if this has not yet been manufactured in full or in part, the Supplier may: - demand overall performance; or declare the Supply terminated, even if partially performed, without prejudice to the effects of what has already been performed, pursuant to Article 1456 of the Civil Code, and to demand from the Purchaser the payment of a penalty equal to 50% of the price of the Products not made and/or not delivered, without prejudice to compensation for any greater damage.

7.5 Any objection or claim by the Purchaser for defects or faults in the Supply Products shall not, under



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any circumstances, entitle the Purchaser to suspension or delay of payments.

8 Non-conformity

8.1 Any discrepancy between the Products delivered to the Customer/Purchaser and the type and quantity specified in the Order must be reported in writing to PWG within ten days of the delivery date. Should the disclosure not be communication inside the predicted term, the Products delivered will be considered as conforming to those ordered by Customer.

9 Contractual warranty

9.1 The warranty is provided for a period of 12 (twelve) months from the date of delivery of the Products to the Purchaser: I) in the case of supply only: for deliveries in Italy, made by express couriers or national deliveries, by the signing of the POD (proof of delivery); for European deliveries, by the signing of the CMR form; II) in the case of supply and installation of the Product: by the signing of the "Installation Report", which shall testify the delivery of the Product and its installation, with simultaneous start-up. It is the Purchaser's right to formulate in the "Installation Report" any objections and/or observations to the Product and/or its installation, in the absence of which it shall be deemed to be in working order. The Supplier warrants that the Products are free from defects in materials and workmanship and that they comply with the technical specifications and any samples provided by the Supplier and/or the customer to the Supplier and expressly approved by the Supplier, which have been expressly agreed in writing, unless otherwise agreed in writing by the Supplier. In executing the design, the Supplier shall be directly and entirely bound by the instructions received and summarised in the Customer's order confirmation, without the possibility of checking and correcting any errors in the project and design provided to it, as this is merely an execution. The warranty does not cover parts of the products subject to wear and tear and design defects resulting from improper storage or use of the products, alterations or repairs carried out by the customer without the prior written consent of the Supplier. The warranty does not cover damage and/or defects in the Products resulting from anomalies caused by, or connected to, parts assembled/added directly by the Customer or the end consumer.

9.2 Any complaint regarding defects or faults in the Products must be received by the Supplier no later than 8 (eight) days from the date of delivery of the Products to the Purchaser or, in the case of hidden defects that cannot be detected with ordinary diligence, no later than 8 (eight) days from their discovery and, in any case, in any case, no later than 12 (twelve) months from the delivery of the Products to the Purchaser, according to the agreed ICC Incoterms return term.

9.3 The Products complained of shall be immediately sent to PWG's factory, or such other place as PWG shall indicate from time to time, at the cost and expense of the Customer unless otherwise agreed between the parties, in order to allow PWG to carry out the necessary checks.

9.4 The Supplier reserves the right to examine the Products in advance to verify that the defect exists and is attributable to its own responsibility; If this is the case, the Supplier undertakes, at its sole discretion, to repair or replace the Products that the Supplier acknowledges to be defective or, if this is not possible, to refund, in whole or in part, the price already paid by the Purchaser, without this entailing any liability on the part of the Supplier for direct, indirect or consequential damage of any kind, loss of earnings or losses deriving from and/or connected with the defects or faults in the Products.

9.5 If the Products are repaired or replaced, the Purchaser will receive the repaired or replaced Product at the Supplier's expense (including transport costs). Any return of the Products by the Purchaser shall, in any case,



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require the prior written authorisation of the Supplier.

9.6 This warranty is exclusive and in lieu of all other written, oral or implied warranties which, by acceptance of these General Terms and Conditions, the Purchaser expressly disclaims (including any right of recourse arising from the installation of the Products in consumer goods).

9.7 The Supplier shall not be liable for any defects, faults or lack of quality in the Products resulting from (i) faults and defects or lack of quality in the raw materials and materials or components supplied by the Purchaser himself and/or supplied by the Supplier on the latter's instructions, (ii) incorrect assembly or installation of the Products (iii) improper use of the Products by the Purchaser, (iv) repairs, tampering with or modifications of the Products without the Supplier's prior written consent, (v) negligence or inexperience of the Purchaser and/or the Purchaser's customers or (vi) normal wear and tear, improper or insufficient storage or maintenance of the Products, the use of aggressive agents;

9.8 Following delivery of the Product and its installation, if applicable, the Supplier recommends that the Purchaser carry out checks and maintenance at least once a year to ensure safety, functionality and good appearance. Failure to maintain the Product and/or the part connected to the installation after the annual warranty period has expired shall fully exempt the Supplier from any contractual and/or extra-contractual liability.

9.9 In any case, the Customer/Purchaser may not assert warranty rights against PWG if the price of the Products has not been paid in full under the agreed terms and conditions, even if the failure to pay the price under the agreed terms and conditions relates to Products other than those for which the Customer intends to assert the warranty.

9.10 PWG makes no warranty that the Products comply with the rules and regulations of countries outside or outside the European Union. No other warranties, express or implied, such as, but not limited to, the warranty of proper functioning or fitness for a particular purpose, are given with respect to the Products.

9.11 Only in the event that an identical defect in a given Product recurs several times during the 12-month warranty period may the Customer/Purchaser invoke the same warranty for a period not exceeding 24 months from the date of first delivery. PWG undertakes to reimburse the Customer/Purchaser, within the limits set out in Article 9.4 below, all direct damages incurred by the Customer and duly documented in relation to a campaign to withdraw defective Products from the market, and any other additional costs relating to the repair and replacement of the Products, provided that the Customer has made a reasonable effort to limit the losses that PWG may have incurred. The Customer shall follow PWG's instructions for withdrawing the Products from the market.

9.12 In any case, the Customer's right to compensation for damages shall be limited to a maximum amount equal to the value of the Products that are defective or faulty.

10. Self-certification and Indemnity

10.1 By purchasing the product, the Customer declares that their business and company organisation complies with the provisions that guarantee, pursuant to Article 2087 of the Italian Civil Code, the protection of working conditions, thereby indemnifying PWG from any and all liability in relation to safety and accident prevention in the workplace (Legislative Decree No. 81 of 9 April 2008), guaranteeing that the use of the product(s) supplied will comply with the relevant general and specific national and European regulations.

11. Know-how and confidential information

11.1 The Supplier's know-how and other confidential information belong exclusively to the Supplier (even if



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the Supplier has them because they were provided by third parties) and are made available to the Purchaser on a strictly confidential basis solely for the purposes of the sales contract concluded under these General Terms and Conditions. The Purchaser therefore undertakes the obligation to use the Supplier's confidential information only to the extent strictly necessary for the performance of each sales contract and the use of the relevant Products and not to disclose such confidential information to third parties, unless authorised to do so in writing by the Supplier.

12. Trademarks and other intellectual property rights

12.1 The Purchaser shall not register or permit others to register the trade mark, trade name or expression used by the Supplier in connection with the sale of the Products (which are and shall remain the exclusive property of the Supplier and/or other PWG Group Company), or similar or confusable terms or expressions. The Purchaser acknowledges and declares that: (i) PWG is the exclusive owner of the Trademarks; (ii) you shall refrain from using and registering trademarks that are similar and/or confusingly similar to the Trademarks; (iii) you shall use the Trademarks exclusively in accordance with PWG's instructions and exclusively for the purposes set out in these Terms and Conditions of Sale. 12.2 The Supplier shall not be liable for any inconvenience, loss, damage or other expense of any kind, whether direct or indirect, that the Purchaser incurs as a result of the infringement by the Supplier of the intellectual property rights of a third party, except in cases where it is proved that the Supplier knew that the goods in question had been manufactured, produced or distributed in violation of the pre-existing intellectual property right belonging to a third party.

12.3 If Products are manufactured by the Supplier in accordance with the instructions provided by the Purchaser, or if the Supplier applies any procedure to the Products on the instructions of the Purchaser, the latter shall be required to compensate the Supplier for any loss, damage, cost and expense that the latter is required to suffer or incur in relation to the Products, or that it has had to pay in a settlement for any action taken in violation of designs, patents, copyrights, trademarks or other industrial or intellectual property rights.

13. Express termination clause; nullity of contract for breach of mandatory rules; 'No-Russia Clause' - EU Regulation No 2023/2878

13.1 PWG shall have the right to terminate, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, at any time, by means of a pec communication to be sent to the Customer/Purchaser, the individual Sale in the event of non-performance of the obligations provided for in the Articles: 3 (Price of Products); 7 (Payments); 11 (Intellectual Property Rights).

13.2 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of EU Regulation (EU) No 833/2014.

13.3 The Customer shall do everything possible to ensure that the purpose of section 13.2 is not undermined by third parties further down the commercial chain, including any retailers.

13.4 Pursuant to Article 1176 of the Italian Civil Code, the Customer shall monitor the conduct of third parties downstream in the commercial chain, including any retailers, which would defeat the purpose of section 13.2.

13.5 Any breach of sections 13.2, 13.3 or 13.4 shall constitute a material breach of an essential element of this Agreement and PWG shall be entitled to seek appropriate remedies, including, but not limited to: nullity of the Agreement due to conflict with mandatory rules and public policy; and ii) a penalty of €100,000.00 (one hundred thousand/00) as an appropriate remedy for the danger of repercussions and consequences for PWG, without prejudice to the right to claim further damages suffered.



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13.6 The Customer shall immediately notify PWG of any issues in the application of sections 13.2, 13.3 or 13.4, including any relevant activities by third parties that could defeat the purpose of section 13.2. The Customer shall put to disposition of PWG the information relative to respect of obligations of those to sections 13.2, 13.3 or 13.4 inside two weeks from simple request of those information.

14. Change in the Customer's financial circumstances

14.1 PWG shall be entitled to suspend the fulfilment of its obligations arising from the sale of the products, pursuant to Article 1461 of the Italian Civil Code, in the event that the Customer's financial circumstances become such as to seriously jeopardise the achievement of the consideration, unless adequate security is provided.

15. Force majeure and limitation of liability

15.1 The Supplier shall not be liable to the Purchaser for any failure to perform caused by events beyond the Supplier's reasonable control, including, but not limited to, industrial action, strikes, transport difficulties, natural events, wars, civil unrest, administrative seizure measures, embargoes, laws or regulations of any local authority or administrative authority, failure or delay in the delivery of processing materials by Suppliers due to events beyond the reasonable control of the Suppliers themselves.

15.2 The warranties and liabilities of the Supplier arising out of and in connection with contracts concluded on the basis of these General Terms and Conditions are limited to those expressly provided for herein. With the exception of cases of wilful misconduct and gross negligence on the part of the Supplier, the latter shall therefore have no other liability in connection with the Products and shall in no event be liable for direct, indirect or consequential damages, lost profits, direct or indirect losses of any kind (including personal injury and damage to property) arising from the purchase of the Products. The Purchaser acknowledges that the overall liability of PWG srl and its subsidiaries, directly or indirectly (the "PWG srl Company(ies)"), arising out of and/or relating to the contracts entered into under these General Conditions shall, in any event, be limited to the price paid by the Purchaser in relation to the relevant Products, in addition to any amount paid by the insurance company(ies) under the insurance policies taken out by the Group Company(ies).

16. Processing of Personal Data

16.1 Where the Purchaser is based in a country of the European Union, the provisions of the law on the protection of personal data shall apply.. To this end, the Purchaser acknowledges that they have been informed, pursuant to, for the purposes of and in accordance with Articles 13 and 14 of Regulation (EU) 2016/679 ('GDPR'), after having examined the information published for this purpose by the Supplier on its website, that the 'personal data' communicated and/or exchanged with the Supplier, including during the pre-contractual information phase, will be processed by the Supplier; it is also understood that the Purchaser expressly consents to the processing of 'personal data' by exercising its rights as set out in Article 7 of the GDPR.

17. ADMINISTRATIVE RESPONSIBILITY OF ENTITIES

17.1 "Safeguard clause 231

PWG s.r.l. declares that it has adopted the Code of Ethics and the Organisation, Management and Control Model pursuant to Legislative Decree no. 231/2001 and requires the Purchaser to comply with the aforementioned regulations, undertaking, in the performance of its activities, to apply ethical, organisational and management principles suitable for preventing the commission of the offences provided for by Legislative Decree no. 231/2001.



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The Purchaser, therefore, undertakes, in its relations with PWG s.r.l., also for its employees and collaborators, to strictly comply with the rules contained in Legislative Decree no. 231/2001 and in the Code of Ethics of PWG s.r.l., which can be found on the website <http://www.pwgsrl.com/it/index.php> under COMPLIANCE. The Code of Ethics provides the set of rules of conduct and values of business ethics and social responsibility that PWG s.r.l. recognises, accepts and shares, and compliance with which makes it possible to prevent the commission of offences under Legislative Decree No. 231/2001. It is in the primary interest of PWG s.r.l. that all those who have business relations with it carry out their activities in compliance with the principles and values contained in the Code of Ethics. In this sense, the Supplier explicitly declares that he has taken cognizance of and guarantees conduct in accordance with the indications contained therein.

The Purchaser also undertakes to ensure that the provisions of the Code of Ethics are observed by its subcontractors and/or suppliers and their personnel. In particular, if it makes use of counterparties (suppliers, subcontractors, etc.) for the performance of the provisions of this contract, it also undertakes, prior to their employment, to have them sign a similar declaration.

Violation of the principles and rules contained in the Code of Ethics – including, in particular, those set out in the following sections: 3.1. (Compliance with regulations), 3.2. (Relations with the Public Administration), 3.4. (Giving or accepting gifts or other benefits), 3.6. (Administrative and accounting management), 3.8. (Relations with competitors), 3.9. (Conflict of Interest), 3.10. (Contributions and Sponsorships), 3.11. (Money laundering, terrorism, arms and drug trafficking), 3.12. (Fighting Organised Crime), 3.13. (Protection of Industrial Property), 4.1. (Customer relations), 4.2. (Relations with suppliers) 4.3. (Human Resources Management) - is considered to be a serious breach of the obligations arising from this contract and entitles PWG s.r.l. to terminate the Contract itself pursuant to Article 1456 of the Italian Civil Code, as well as to claim compensation for damages, also of a reputational nature, suffered by the same.

PWG s.r.l. may also terminate the Contract, pursuant to Article 1456 of the Italian Civil Code, in the event of the Purchaser's conviction for an offence envisaged by Legislative Decree No. 231/2001, even if not related to relations with PWG s.r.l.

The Purchaser hereby releases PWG s.r.l. from any penalties or damages that may arise as a result of the Purchaser or its employees, collaborators, subcontractors and/or suppliers violating the rules set out in the PWG s.r.l. Model and Code of Ethics.

The Purchaser agrees to allow checks to be carried out by PWG s.r.l. company departments, its Supervisory Body or appointed third-party specialists, subject to agreement on the timing and methods of implementation of the checks.

The Purchaser undertakes to report to PWG s.r.l. any unlawful conduct and any breach of the Code of Ethics and of the legislation on the liability of legal persons - limited to the profiles affecting the performance of this contract - of which it has become aware, in any way and for any reason. For this purpose, the Supplier may use the appropriate channels indicated in the Whistleblowing Procedure adopted by PWG s.r.l. available at the link: <http://www.pwgsrl.com/it/index.php> under COMPLIANCE".

18 Legal domicile, applicable law and jurisdiction

18.1. PWG is legally registered at its head office.

18.1 The Terms and Conditions of Sale and each individual Sale shall be governed by and construed in accordance with Italian law, excluding the 1980 Vienna Convention on Contracts for the International Sale of Goods.

18.2 These General Terms and Conditions of Sale are drafted in Italian and English. In the event of any

Terms and Conditions of Sale - PWG Srl - Single member



PWG Srl – Società con Socio Unico

Castello d'Argile(BO), via E. Mattei, 8

Tel.: 051-686.20.00 r.a. – Fax: 051-686.13.43

Cod. Fisc. e Partita I.V.A. 02873661207

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doubts of interpretation or discrepancies, the Italian text shall prevail in any case.

18.3 All disputes arising from or related to these Terms and Conditions of Sale and/or any Sale shall be subject to the exclusive jurisdiction of the Court of Bologna.

19 Final Provisions

19.1 The invalidity of individual provisions of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.

19.2 It is understood that any tolerance of breaches of these General Terms and Conditions or any failure to exercise any right or power provided for herein shall in no way be interpreted as a waiver of the rights and/or powers associated with or resulting from them.

19.3 Any request, consent, approval, waiver and, more generally, any communication required by these General Terms and Conditions shall be deemed valid if made in writing and in Italian or English and when such communication (i) is personally notified to the party to whom it is addressed by registered letter with return receipt or (ii) is sent by certified mail, with return receipt, to the person and address indicated below, or to any other address subsequently communicated using the methods indicated herein. Communications sent in this manner shall be deemed effective upon receipt: PWG Srl – Single member company via E. Mattei n.8 40050 Castello d'Argile (Bologna). PEC: info@pec.pwgsrl.com

Castle D'Argile, Bologna, on

The Customer/Purchaser

WITH SPECIFIC APPROVAL:

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the Purchaser declares that he has carefully read and expressly approves the following clauses of the General Terms and Conditions:

Article 1. **(Applicability of these general terms and conditions); Article 2 (Formation of the contract – Acceptance of orders); Article 3 (Product prices); Article 4 (Delivery – Risk of loss – Transfer of ownership); Article 5 Delivery times – Acceptance of delivery; Article 6 (Transport); Article 7 (Payments); Article 8 (Non-conformity); Article 9 (Contractual warranty); Article 10 (Self-certification and Indemnity); Article 11 (Know-how and confidential information); Article 12 (Trademarks and other intellectual property rights); Article 13 (Express termination clause; invalidity of the contract due to violation of mandatory rules; 'No-Russia Clause' - EU Regulation No. 2023/2878); Article 14 (Change in the Customer's financial circumstances); Article 15 (Force majeure and limitation of liability); Article 16 (Processing of Personal Data); Article 17 (ADMINISTRATIVE LIABILITY OF ENTITIES - 17.1 'Safeguard Clause 231'); Article 18 (Legal domicile, applicable law and jurisdiction); 19. (Final Provisions - 19.1 Partial Invalidity of Contract, 19.2 Tolerance, 19.3 Obligation of Written Notice and Acceptance for Any Contract Modification)**

Castle D'Argile, Bologna, on



For express acceptance

The Customer/Purchaser

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