



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 conditions

1.1 These general terms and conditions (hereinafter the "General Terms and Conditions of Sale" and/or simply the "General Terms and Conditions") are 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 the same, directly or indirectly, having its registered office in Italy or abroad, that does not have its own general terms and conditions for the supply (hereinafter referred to without distinction as the "Supplier"), of products (hereinafter the "Products") to purchasing companies (hereinafter the "Purchaser(s)"). All offers, order confirmations, deliveries and invoices of the Supplier shall be deemed to have been made in accordance with these General Terms and Conditions, unless otherwise expressly provided by the Supplier.

The "T&Cs" are also reported on the website of PWG S.r.l. www.PWGsrl.com, tax code, VAT number 02873661207, with registration in the Register of Companies of BOLOGNA, with legal and operational headquarters in via E.MATTEI, 8-40050 Castello D'Argile -BO, resulting in the same being of immediate knowledge and accessibility for the Buyer/Customer through the link shown in all the contractual forms of PWG Srl – Società con Socio Unico.

1.2 The signing by the Buyer of the GCS implies knowledge and acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code of the relationships governed by the GCS between PWG and the Buyer/Customer.

1.3 The GCS are deemed to have been accepted by the Buyer, even if they differ from any general or particular conditions of purchase prepared and sent by the Buyer, not even if they are referred to or contained in the orders or in any other documentation originating from the Customer. The latter will not, therefore, bind the Supplier/PWG in any way unless expressly accepted in writing by the Supplier, these GTCS remaining valid and effective for PWG and will be attached, constituting a single document, to the Supplier Order Confirmation sent to the Buyer.

1.4 In the event that one or more provisions of these GTCS are deemed invalid or unenforceable, this will not affect the validity and/or applicability of the remaining General Terms and Conditions; Any provision deemed invalid or unenforceable may be replaced with new valid and enforceable provisions, having content, as far as possible, equivalent to that of the provisions deemed invalid or unenforceable.

2. Contract formation – Acceptance of orders

2.1 Each sales contract shall be deemed to have been concluded when the Buyer receives written confirmation from the Supplier/PWG of the order issued by the Buyer, which the Supplier reserves the right to accept or refuse. If, however, the Buyer 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 within the final terms reformulated by the Supplier, after 3 (three) working days from the receipt of such order confirmation by the Buyer, without the latter having formulated any written complaint 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 finalized, at the latest, at the time of delivery of the Products to the Purchaser, according to the agreed delivery term.

2.2 Any offers made by the Supplier to the Purchaser shall remain valid exclusively for the period indicated therein and, after this period, shall lapse without the need for revocation. In the absence of any express indication to the contrary, the offer will be considered valid for 10 (ten) days from the date of issue. The terms

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(or dates) of delivery indicated by the Supplier in the offer are to be considered for the Supplier as merely indicative and not binding, taking into account the difficulty of the work, the terms of preparation, shipment and delivery. Any delay in deliveries may 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 the delivery of the products with respect to the deadline, at the request of the customer or for reasons even indirectly attributable to him, all any additional costs, such as storage, handling, transport, etc., are borne by the buyer himself.

2.3 Any cancellations or changes to the order by the Purchaser shall not take effect unless previously authorised, or subsequently accepted, in writing by the Supplier and, in any case, up to the thirtieth day prior to the date of delivery.

2.4 In the event of termination of the supply of Products to be made according to the Buyer's specifications, the Buyer undertakes to purchase all the Products expressly procured by the Supplier to ensure the fulfillment of individual orders of the Buyer or to meet any continuous supply obligations agreed with the Buyer.

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

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

3. Product Prices

3.1 Unless otherwise agreed in writing between the parties, the prices indicated by the Supplier in the relevant offer or, failing that, the prices shown in the price lists provided by the Supplier to the Buyer and in force at the time of the conclusion of the sales contract 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 Buyer 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 request from the Buyer, if accrued in the meantime, the application of the higher costs incurred by the raw materials.

3.3 PWG reserves the right to unilaterally amend, without prior notice and with immediate effect, the prices shown in the price list in cases where the adjustment is due to circumstances beyond PWG's control (but not limited to: an increase in the price of raw materials and labour costs or changes in exchange rates). In all other cases, the change will be communicated to the Customer and will take effect on all Orders received by PWG from the thirtieth day following the date on which the changes were notified to the Customer.

3.4 Unless otherwise agreed in writing by the parties, the prices of the Supplier's products are "EXW - Ex-Works" Castello D'Argile -BO, Incoterms® 2010 CCI, excluding transport costs, VAT and taxes. It is understood that the Supplier will package the Products using the type of packaging that it deems, at its discretion, most appropriate to the type of transport agreed with the Purchaser from time to time. Any special packaging, to be requested by the Buyer no later than the transmission of the order, will be quoted separately by the Supplier and will be the subject of an express written agreement between the Supplier and the Buyer.

3.5 PWG will retain ownership of the Products until the price of the same has been paid in full. The Client shall comply with all the requirements of local law in order to make this retention of ownership clause valid and enforceable towards all third parties, including by making the entry in any appropriate register, where locally required.



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4. Delivery – Risk of loss – Change of ownership

4.1 Unless otherwise agreed in writing between the parties, delivery of the Products to the Buyer shall be made in accordance with the formula "EXW – Ex-Works" Castello D'Argile -BO Incoterms® 2010 CCI, with the sole exception that the Supplier shall load the Products onto the pick-up vehicle at the expense of the Supplier but at the risk of the Purchaser ("EXW loaded"). This formula, as well as all other terms of surrender that may be agreed in writing between the parties, refers to the pro tempore edition in force of the Incoterms® of the International Chamber of Commerce.

4.2 In the event of delivery "EXW – Ex-Works" Castello D'Argile -BO Incoterms® 2010 CCI, the Supplier will not enter into any shipping or transport contract with respect to the Products being delivered, except upon express written request by the Buyer and at the risk and expense of the latter and the shipping or transport costs incurred by the Supplier will be charged on the invoice to the Buyer 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 will inform the Buyer of the availability of the Products for collection and, subsequently, issue the relevant invoice. If the Purchaser does not collect the Products no later than 5 (five) working days from the date on which it becomes aware of the availability of the same, the Supplier reserves the right to charge the Purchaser for the storage and storage costs incurred by the Supplier from the said period of 5 (five) working days until the day of actual collection. The payment terms applicable under Article 6 below shall in any case remain binding on the Purchaser even if the latter fails to promptly collect the Products. If payment is provided for in arrears with respect to delivery, the terms of payment will in any case begin to run from the date of notification of the goods ready or, only in the absence of this, from the agreed delivery date.

4.3 Ownership of the Products will pass to the Buyer upon delivery, in accordance with the agreed Incoterms CCI delivery term.

5. Delivery time - Acceptance of delivery

5.1 The delivery of the Products will take place within the delivery terms (or dates) expressed by the Supplier in the order confirmation. In the event of discrepancies between the delivery terms (or dates) requested by the Buyer, and reported in the order confirmation as a mere reference, and the delivery terms (or dates) provided by the Supplier, the latter shall prevail. The delivery term will in any case start from the receipt by the Supplier of any advance payments to be made by the Buyer upon receipt of the order confirmation or, in the case of Products to be made on the Buyer's technical specifications, from the receipt by the Supplier of all the final technical specifications, drawings and technical data requested by the Supplier and/or necessary to be supplied by the Buyer, for the related production and supply of the Products. The terms of delivery 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 process the order also through partial deliveries and to issue partial invoices according to the deliveries made. If the Buyer does not intend to accept partial deliveries of the goods, he must 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, such as, but not limited to: a) inadequate technical data or inaccuracies or delays by the Client in transmitting to PWG 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, lack of electricity, natural disasters, measures imposed by public authorities, transport difficulties, force majeure, riots, terrorist attacks and all other causes of force majeure; e) delays on

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the part of the freight forwarder.

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

6. Transport

6.1 Unless otherwise agreed in writing between the parties, transport will always and only take place at the expense and risk of the Customer/Buyer, for which PWG will not be liable for any theft and/or damage and/or total or partial shortages. In the event that PWG, pursuant to art. 4.1, is asked to take care of the transport of the Products, PWG will choose the means of transport it deems most appropriate in the absence of specific instructions from the Customer.

7. Payments

7.1 Payments shall be made by the Buyer in the manner indicated by the Supplier in the offer, order confirmation and/or invoice, from time to time, sent by the Supplier to the Buyer. Payments must be made in Euros 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 must be made on time and in the manner provided for without any deduction or discount. PWG remains at the discretion of: - requesting payment at the time of order, notification of goods ready or at shipment; - grant a deferred payment term, possibly against the issuance of adequate guarantees, beyond which interest will be charged on arrears

7.2 The non-payment, delayed or partial payment, on due date, of an invoice or debit note from the Supplier, the occurrence of events that negatively affect the financial or economic situation of the Purchaser and any other event constituting default by the Purchaser, will result in the forfeiture of the Purchaser's terms of payment for the Products. The Supplier will therefore have the right to take immediate action for the recovery of existing debts, 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, after the agreed terms will entitle PWG to request the Customer/Buyer to pay interest on arrears which will 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 are not related to the non-payment or late payment in question, until the Purchaser has paid the amount due in full, iii) to revoke or reduce the value of any credit line offered to the Purchaser and/or iv) to request payment guarantees and/or different payment terms or methods from the Purchaser, both for supplies still in progress and for subsequent ones.

7.4 In the event that the Purchaser does not proceed with the collection of the Products subject to the Supply, which have already been manufactured, or informs the Supplier of its unwillingness to fulfil all or part of the purchase of the Supply, even if this has not yet been fully and/or only partially carried out, the Supplier may: - demand overall fulfilment; or declare the Supply terminated, even if partially performed, without prejudice to the effects of what has already been carried out, pursuant to art. 1456 of the Italian Civil Code, and to require the Purchaser to pay a penalty equal to 50% of the price of the Products not manufactured and/or not delivered, without prejudice to compensation for any greater damages.

7.5 Any dispute or claim by the Buyer for defects or defects in the Products of the Supply shall not, in any



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case, entitle the Buyer to suspension or delay in payments.

8 Non-conformities

8.1 Any discrepancy of the Products delivered to the Client/Buyer with respect to the type and quantity indicated in the Order must be reported in writing to PWG within ten days from the date of delivery. If the complaint is not communicated within the aforementioned deadline, the Products delivered will be considered as conforming to those ordered by the Client.

9 Contractual guarantee

9.1 This warranty is provided for a period of 12 (twelve) months from the date of delivery of the Products to the Purchaser, a term that will begin to run: I) in the case of supply only: for deliveries in Italy, made by express couriers or national deliveries, from the signing of the POD (proof of delivery); for European deliveries, by signing the CMR form; II) in the case of supply and installation of the Product: by signing the "Installation Report", which will testify to the delivery of the Product and its installation, with simultaneous commissioning. 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 will be considered functional. The Supplier warrants the absence of defects and defects in relation to the materials or manufacture of the Products as well as the conformity of the Products with the technical specifications and any samples provided by the Supplier and/or the customer to the Supplier and expressly approved by the Supplier that have been expressly agreed in writing, all (unless otherwise agreed in writing by the Supplier). In the execution of the drawing, the supplier will be directly and totally conditioned by the instructions received and summarized in the order confirmation from the customer, without the possibility of checking and correcting any errors in the project and drawing provided to him, since it is a mere execution. The warranty does not cover parts of the products subject to wear and tear and defects in conformity with the design 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 of the Products resulting from anomalies caused by, or connected to, parts assembled/added directly by the Customer or by the final consumer.

9.2 Any complaint relating to defects or defects 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 event of non-apparent defects that cannot be ascertained 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 Buyer, according to the agreed Incoterms CCI delivery term.

9.3 The Products subject to the complaint must be immediately sent to PWG's factory, or to any other place that the latter will indicate from time to time, at the expense and expense of the Client 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 responsibility; in this case, the Supplier undertakes, at its sole discretion, to repair or replace the Products that the Supplier recognises as defective or, in the event that this is not possible, to return, in whole or in part, the price that has already been paid by the Purchaser, without this entailing any liability on the part of the Supplier for direct damages, indirect or consequential damages of any kind, loss of profit or losses arising from and/or related to the defects or defects of the Products.

9.5 In the event of repair or replacement of the Products, the Purchaser shall receive the repaired or replaced



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Product at the Supplier's expense (including transportation charges). Any return of the Products by the Purchaser shall, in any case, be authorised in advance in writing by the Supplier.

9.6 This warranty is exclusive and in lieu of any other written, oral or implicit warranty which, by accepting these General Conditions, the Purchaser expressly declares to waive (including any right of recourse deriving from any installation of the Products in consumer goods).

9.7 The Supplier shall not be liable for defects, defects or lack of quality of the Products resulting from i) vices and defects or deficiencies of the raw materials and materials or components supplied by the Purchaser and/or procured 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 or modifications made to the Products, without the prior written consent of the Supplier, v) negligence or inexperience of the Buyer and/or customers of the Buyer or vi) normal wear and tear, poor or insufficient storage or maintenance of the Products, the use of aggressive agents;

9.8 Following delivery of the Product and its possible installation, 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, fully exonerates the Supplier from any contractual and/or non-contractual liability.

9.9 In any case, the Customer/Buyer will not be able to assert warranty rights against PWG if the price of the Products has not been entirely paid under the agreed terms and conditions, even if the non-payment of the price under the agreed terms and conditions refers to Products other than those for which the Client intends to claim the warranty.

9.10 PWG does not recognize any guarantee regarding the conformity of the Products with the rules and regulations of countries that do not fall within or do not belong to the European Union. No other warranty, express or implied, such as, but not limited to, warranty of proper functioning or fitness for a particular purpose, is granted with respect to the Products.

9.11 Only in the event that an identical defect of a given Product is repeated several times during the 12-month warranty period, the Customer/Buyer may invoke the same warranty for a period, in any case, not exceeding 24 months from the first delivery. PWG undertakes to reimburse the Customer/Buyer, within the limits set out in Article 9.4 below, for 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 reasonably undertaken to limit the losses that PWG could have suffered. The Customer will follow PWG's instructions for the withdrawal of the Products from the market.

9.12 In any case, the Client's right to compensation for damages will be limited to a maximum amount equal to the value of the Products that have defects or defects.

10. Self-certification and indemnity

10.1 By purchasing the product, the Customer declares that its business and corporate organization complies with the precepts that guarantee the protection of working conditions pursuant to Article 2087 of the Italian Civil Code, for which it indemnifies PWG from any and all liability in the field of safety and prevention of accidents at work (Legislative Decree 9.4.2008 no. 81), guaranteeing that the use of the product(s) supplied will comply with general and specific legislation, national and European legislation, on the subject.



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11. Know-how and confidential information

11.1 The Supplier's know-how and other confidential information belong exclusively to the Supplier (even if the Supplier has it at its disposal because it has been provided to it by third parties) and are made available to the Purchaser on a strictly confidential basis for the sole purpose of the sales contract concluded on the basis of these General Terms and Conditions. The Purchaser therefore assumes the obligation to use the Supplier's confidential information only to the extent that it is strictly necessary for the execution of each sales contract and the use of the relevant Products and not to disclose such confidential information to third parties, unless authorized to do so in writing by the Supplier.

12. Trademarks and other intellectual property rights

12.1 The Purchaser may not register or permit others to register the trademark, trade name or expression used by the Supplier in connection with the sale of the Products (which are and will remain the exclusive property of the Supplier and/or other PWG srl Group Company, or similar or confusingly similar terms or expressions. Buyer acknowledges and represents that: (i) PWG is the exclusive owner of the Trademarks; (ii) refrain from using or registering trademarks that are similar and/or confusingly similar to the Trademarks; (iii) use the Trademarks solely in accordance with PWG's instructions and solely for the purposes set out in these Terms of Sale. 12.2 The Supplier shall not be liable for any inconvenience, loss, damage or other expense of any nature, direct or indirect, which the Buyer may incur as a result of the Supplier's infringement of the intellectual property rights of any third party, except in cases where it is proven that the Supplier had knowledge 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 Supplier in accordance with Buyer's instructions, or if any procedure is applied by Supplier to the Products on Buyer's instructions, Buyer shall indemnify Supplier for all losses, damages, costs and expenses that Supplier is required to suffer or incur in connection with the Products, or that Supplier has had to pay in settlement for any action suffered in breach of models, patents, copyrights, trademarks or other industrial or intellectual property rights.

13. Express termination clause; nullity of the contract for violation 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 art. 1456 of the Italian Civil Code, at any time, by certified e-mail communication to be sent to the Customer/Buyer, the individual Sale in the event of non-compliance with the obligations provided for in articles: 3 (Price of the Products); 7 (Payments); 11 (Intellectual Property Rights).

13.2 Customer shall not sell, export or re-export, directly or indirectly, into 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 Council Regulation (EU) No. 833/2014.

13.3 Customer will use reasonable endeavours to ensure that the purpose of paragraph 13.2 is not overridden by third parties downstream in the retail chain, including any resellers.

13.4 The Customer, pursuant to art. 1176 of the Italian Civil Code, must maintain monitoring that can identify the conduct of third parties downstream of the commercial chain, including any retailers, which would defeat the purpose of paragraph 13.2.

13.5 Any breach of paragraphs 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



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of the Agreement for breach of mandatory rules and public policy and ii) a penalty of € 100,000.00 (one hundred thousand/00) as an adequate remedy for the danger of relapse and consequences on PWG, with salvation/right to request the greater damage suffered.

13.6 Customer shall immediately inform PWG of any problems in the application of paragraphs 13.2, 13.3 or 13.4, including any material activities by third parties that may defeat the purpose of paragraph 13.2. Customer shall make available to PWG information relating to compliance with the obligations set out in paragraphs 13.2, 13.3 or 13.4 within two weeks of the mere request for such information.

14. Change in the Client's financial conditions

14.1 PWG shall be entitled to suspend the performance of the obligations arising from the Sale of the Products, based on art. 1461 of the Italian Civil Code, in the event that the Customer's financial conditions become such as to seriously endanger the achievement of the counter-performance, unless a suitable guarantee 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 reasonable control of the Supplier, such as, but not limited to, industrial action, strikes, transport difficulties, natural events, wars, street riots, administrative seizure measures, embargoes, laws or regulations of any local authority or administrative authority, failure or delay in delivery of processing materials by suppliers due to events beyond the reasonable control of the suppliers.

15.2 The Supplier's warranties and responsibilities, arising from and in relation to contracts concluded on the basis of these General Conditions, are limited to those expressly provided for herein. Except in cases of wilful misconduct and gross negligence on the part of the Supplier, the latter shall therefore have no other liability in relation to the Products and in no event shall it be liable for direct, indirect or consequential damages, loss of profits, direct or indirect losses of any kind (including personal injury and damage to property) arising from the purchase of the Products. The Buyer acknowledges that the aggregate liability of PWG srl and its subsidiaries, directly or indirectly (the "PWG srl Companies"), arising out of and/or relating to the contracts concluded under these General Terms and Conditions shall, in any case, be limited to the price paid by the Buyer in relation to the relevant Products, in addition to any amount paid by the insurance company(s) on the basis of the insurance policies stipulated by the Group Company(s).

16. Processing of Personal Data

16.1 If the Buyer has its registered office in a country of the European Union, the legal provisions on the protection of personal data will apply. To this end, the Purchaser acknowledges that he or she is informed, pursuant to, for the purposes and for the purposes referred to in art. 13 and art. 14 of Regulation (EU) 2016/679 ("GDPR"), after examining the information for this purpose published 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 Buyer expressly consents to the processing of "personal data" by making use of his rights as expressed in art. 7 GDPR.

17. ADMINISTRATIVE LIABILITY OF ENTITIES

17.1 "Safeguard clause 231

PWG s.r.l. declares that it has adopted the Code of Ethics and the Organization, Management and Control Model pursuant to Legislative Decree no. 231/2001 and requires the Purchaser to comply with the aforementioned

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legislation, obliging, in the performance of its activities, to apply ethical, organizational and management precepts suitable for preventing the commission of the crimes provided for by Legislative Decree no. 231/2001. The Purchaser, therefore, undertakes, in 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., available on the website <http://www.pwgsrl.com/it/index.php> under COMPLIANCE. The Code of Ethics provides for 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 provided for by 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 itself. In this sense, the Supplier explicitly declares that it has become aware of it and guarantees that it conducts itself in accordance with the indications contained therein.

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

Violation of the principles and rules contained in the Code of Ethics – including those provided for in paragraphs: 3.1. (Compliance with current legislation), 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. (Fight against organised crime), 3.13. (Protection of Industrial Property), 4.1. (Relations with customers), 4.2. (Relations with suppliers) and 4.3. (Human Resources Management) - is considered a serious breach of the obligations arising from this contract and gives PWG s.r.l. the right to terminate the Contract itself pursuant to art. 1456 of the Italian Civil Code, as well as to request compensation for damages, including reputational damages, suffered by the same.

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

The Buyer hereby indemnifies PWG s.r.l. for any penalties or damages that may arise to the latter as a consequence of the violation of the rules provided for by the Model and the Code of Ethics of PWG s.r.l. by the Buyer or its employees, collaborators, subcontractors and/or suppliers.

The Buyer is willing to allow the execution of controls by PWG s.r.l.'s corporate functions, the latter's Supervisory Body or third party specialists in charge, subject to agreement on the timing and methods of implementation of the controls.

The Buyer undertakes to report to PWG s.r.l. any unlawful conduct and any violation of the Code of Ethics and the legislation on the liability of legal persons – limited to the profiles that affect the execution of this contract – of which he has become aware, in any way and for any reason. To this end, 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 domiciled at its head office.

18.1 The Conditions of Sale and each individual Sale shall be governed and interpreted in accordance with Italian Law with the exclusion of the 1980 Vienna Convention on Contracts for the International Sale of Goods.

Terms of Sale – PWG Srl – Sole Shareholder Company



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
www.pwgsrl.com
info@pec.pwgsrl.com

18.2 These General Terms and Conditions of Sale are drawn up in Italian and English. In the event of interpretative doubts or discrepancies, the text in Italian must be considered prevailing in any case.

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

19 Final provisions

19.1 The invalidity in whole or in part of individual provisions of these General Terms and Conditions of Sale does not affect the validity of the remaining provisions.

19.2 It is understood that any tolerance of violations of these General Conditions or any failure to exercise any right or faculty provided for therein, may not in any way be interpreted as a waiver of the exercise of the rights and/or faculties connected or consequent to them.

19.3 Any request, consent, approval, waiver and, more generally, any communication provided for by these General Terms and Conditions shall be considered validly made 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 mail with return receipt or (ii) has been sent by certified mail, with acknowledgement of receipt, to the person and address indicated below, or to such other address subsequently communicated using the methods indicated herein. The communications sent in this way will be considered effective from their receipt: PWG Srl – Società con Socio Unico via E. Mattei n.8 40050 Castello d'Argile (Bologna). PEC: info@pec.pwgsrl.com

D'Argile Castle, Bologna, there

The Customer/Buyer

WITH SPECIFIC APPROVAL:

Pursuant to and for the purposes of art. 1341 of the Italian Civil Code, the Buyer declares to have carefully read and expressly approve the following clauses of the general terms and conditions of contract:

Art. 1. (Applicability of these general conditions); Article 2 (Formation of the contract – Acceptance of orders); art. 3 (Product Prices); Article 4 (Delivery – Risk of loss – Transfer of ownership); art. 5 Delivery times - Acceptance of delivery; Article 6 (Transport); Article 7 (Payments); Article 8 (Non-conformity); 9 (Contractual guarantee); art. 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; nullity of the contract for violation of mandatory rules; "No-Russia Clause" - EU Regulation No. 2023/2878); Article 14 (Change in the Client's financial conditions); Article 15 (Force majeure and limitation of liability); Article 16 (Processing of Personal Data); art. 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 the contract, 19.2 Tolerance, 19.3 obligation of written communication and acceptance for any changes to the contract).

D'Argile Castle, Bologna, there

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For express acceptance

The Customer/Buyer
