



PWG Srl – Società con Socio Unico

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TERMS AND CONDITIONS OF SALE

These general conditions of sale reported on PWG Srl website www.pwgsrl.com are immediately aware and accessible through the link shown in all the contractual forms of **PWG S.r.l Unipersonale**, whose signature by the Customer implies knowledge and acceptance pursuant to art. 1341 and 1342 of the Italian Civil Code of the relations regulated below between PWG Srl – with registered and operational headquarters in Castello d'Argile (BO), in via Enrico Mattei, 8, share capital Euro 100.000,00 € (one hundred thousand/00) tax code, VAT number IT 02873661207, with the registration in the Company Register of Bologna at no. REA BO-474108 (hereinafter "PWG") – and any person who issues a purchase order (hereinafter the "Customer").

1) Definitions

1.1 For the purposes of these general conditions of sale (hereinafter referred to as "Conditions of Sale"), the following terms will have the meaning attributed to them below:

- **"PWG"**: PWG srl unipersonale
- **"Customer"**: any company, legal entity that buys PWG products directly from PWG,
- **"Products"**: products produced, assembled and/or sold by PWG;
- **"Order/s"**: each proposal of purchase forwarded from the customer to PWG exclusively by fax, email, legal mail;
- **"Sale/s"**: Every agreement of sell concluded between PWG and the customer after receiving from the customer the written acceptance of the order;
- **"Trademark"**: all brands owned or licensed by PWG;
- **"Intellectual Property Rights "**: all intellectual and industrial property rights of Pwg, including, without limitation, the rights relating to: patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications, data, whether or not these rights have been registered, as well as any question or registration relating to such rights and any other right or form of protection of a similar nature or having equivalent effect.

2) Aims

2.1 These Conditions of Sale govern the Sales of Products. All Sales of Pwg Products are governed by these Conditions of Sale, which form an integral and substantial part of each Order of the Products themselves. In the event of a conflict between the conditions and terms set out in these Conditions of Sale and the conditions and terms agreed in the individual Sale, the latter will prevail. Pwg will not be bound by the Customer's general purchase conditions (hereinafter, "CGA"), not even in the event that they are referred to or are contained in the orders or in any other documentation from the Customer, without the prior written consent by Pwg. The CGA will not be binding on Pwg not even by effect of tacit consent PWG.

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

3) Purchase orders and Sells

3.1 The Customer must forward specific Orders to Pwg containing the description of the Products, the quantity requested, the price and the terms required for delivery.

3.2 The Sale must be considered concluded: (i) when the Customer receives a written confirmation from Pwg (this confirmation can be sent via e-mail, PEC, fax or electronic means) in compliance with the terms and conditions of the Order (ii) or, in the event that the Customer receives a written confirmation from Pwg containing terms different from those contained in the Order, after three working days from the date of receipt of the confirmation containing different terms without reaching Pwg in the aforementioned period written complaint by the Customer; (iii) or, in the absence of written confirmation from Pwg, when the Products are delivered to the Customer.

3.3 Orders regularly accepted by Pwg may be canceled by the Customer only with the written consent of Pwg and, in any case, up to the thirtieth day prior to the delivery date.

4) Products prices

4.1 The prices of the Products will be those indicated in the Pwg price list in force at the time the Order is placed by the Customer or, if the Product is not included in the price list or the price list is not available, those indicated in the Order and confirmed in writing by Pwg upon acceptance of the Order. Except as otherwise agreed in writing between the parties, the aforementioned prices will be calculated ex works, net of VAT and discounts. These prices do not include the costs of packaging, shipping and transport from Pwg's premises to those of the Customer. These costs must be borne separately by the Customer.

4.2 PWG will retain ownership of the Products until the full payment of the price of the same. The Customer must fulfill all the formalities required by local laws in order to make this retention of title clause valid and enforceable against all third parties, even by registering in any specific register, where locally required.

4.3 PWG reserves the right to unilaterally change, without notice and with immediate effect, the prices listed in the price list in cases where the adjustment is due to circumstances beyond the control of PWG (by way of example only: an increase in the price raw materials and labor 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 starting from the thirtieth day following the date on which the changes were notified to the Customer.

5) Terms of Delivery

5.1 Except as otherwise agreed in writing between the parties, Pwg will deliver the products ex works at its factories, as this term is defined in the INCOTERMS 2010 published by the International Chamber of Commerce in their most updated version, in force at the time of delivery. If requested, Pwg will take care of the transport of the Products at the Customer's risk, cost and expense.

5.2 Delivery must take place within the deadline indicated in the Order as accepted in the order confirmation or, if the deadline has not been indicated in the Order, within 60 days from the first working day following the confirmation of the single Order. Delivery terms are indicative and are not essential terms pursuant to art. 1457 of the Civil Code and, in any case, do not include transport times.

5.3 Except as provided by the previous art. 5.2, Pwg will not be held responsible for delays or failure to deliver due to circumstances beyond its control, such as by way of example and without claiming to be exhaustive:

- a) inadequate technical data or inaccuracies or delays of the Customer in the transmission to Pwg of information or data necessary for shipping the Products;
- b) difficulty 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 by the shipper.

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

6) Trasporto

6.1 Except as otherwise agreed in writing between the parties, the transport will always take place at the expense and risk of the Customer, for which Pwg is not liable for any theft and / or damage and / or total or partial shortages. In the event that a Pwg, pursuant to art. 5.1, 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 Unless otherwise agreed in writing between the parties, Pwg, at its discretion, will issue invoices upon acceptance of the Order or delivery of the Products.

7.2 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 the supplies according to the amounts indicated in the invoices must be made in the time and manner provided without any deduction or discount. It remains in the power of the PWG:

- request payment in cash when ordering, upon notice of goods ready or for shipment
- grant a deferred payment term, possibly against the issue of adequate guarantees, beyond which interest on arrears will be charged;
- withhold advances and advances as a penalty in the event of cancellation or cancellation of the order by the Customer, without prejudice, in any case, to Pwg's right to compensation for any greater damage suffered.

7.3 Failure to pay, even partial, beyond the agreed terms will entitle Pwg to request the Customer to pay the interest on arrears which will be charged under the conditions and to the extent established by Legislative Decree no. 231 of 9.10.2002.

7.4 Failure to pay or delay in payments exceeding 30 days will give Pwg the right to suspend delivery of the Products and terminate each single sale signed. The suspension of the delivery of the Products or the termination of the Sales will not give the Customer the right to claim any compensation for damages.

7.5 Any complaint relating to the Products and / or the delivery of the same cannot in any case justify the suspension or delay in payment.

8) Non-compliance

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

9) Warranty

9.1 Unless otherwise agreed in writing between the parties, Pwg guarantees that the Products are free from flaws / defects (with the exception of those parts of the Products that are not produced by Pwg) for a period of one year starting from the date of delivery of the same to the Customer.

9.2 The warranty will not operate with reference to those Products whose defects are due to (i) damage caused during transport; (ii) negligent or improper use of the same; (iii) failure to comply with Pwg's instructions relating to the operation, maintenance and storage of the Products; (iv) repairs or modifications made by the Customer or by third parties without the prior written authorization of Pwg. In any case, periodic maintenance interventions and the repair or replacement of parts due to wear and tear, as well as consumables (components that foreseeably require periodic replacement during the useful life of a product) are excluded from the guarantee

9.3 Provided that the Customer's complaint is covered by the warranty and notified within the terms referred to in this article, Pwg will undertake, at its discretion, to replace or repair any Product or parts thereof that show flaws or defects.

9.4 The Customer must report in writing to Pwg the presence of flaws or defects within 8 days of delivery of the Products if they are obvious flaws or defects, or, within 8 days of discovery in the case of hidden or undetectable flaws or defects of average diligence.

9.5 The Customer must report in writing to Pwg the presence of flaws or defects within 8 days of delivery of the Products if they are obvious flaws or defects, or, within 8 days of discovery in the case of hidden or undetectable flaws or defects of average diligence. Warranty does not cover damages and / or defects of the Products deriving from anomalies caused by, or connected to, parts assembled / added directly by the Customer or by the final consumer. If, under this warranty, a defective Product or component is replaced, the ownership of the replaced Product or component will be transferred back by the Customer to Pwg

9.6 In any case, the Customer will not be able to assert the warranty rights towards Pwg if the price of the Products has not been paid under the agreed conditions and terms, even if the failure to pay the price under the agreed conditions and terms refers to Products other than those for which the Customer intends to enforce the guarantee.

9.7 PWG does not recognize any guarantee regarding the compliance 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 warranties, expressed or implied, such as, by way of example, the guarantee of proper functioning or suitability for a specific purpose, is granted with reference to the Products.

9.8 Without prejudice to what is indicated in the previous art. 9.3 and except in the case of willful misconduct or gross negligence, Pwg will not be liable for any damage deriving from and connected to the defects of the

Products. In any case, Pwg will not be held responsible for indirect or consequential damages of any nature such as, by way of example, losses resulting from the Customer's inactivity or lost earnings.

9.9 In the case that an identical defect in a Product occurs repeatedly and is attributable to the same cause during the period of 12 months from the delivery of the Products to the final customer and, in any case, no later than 24 months from delivery to the Customer, Pwg will reimburse, in the limits referred to in the following art. 9.10, all direct damages incurred by the Customer and appropriately documented in relation to a withdrawal campaign of the defective Products, 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 from the market of the Products

9.10 In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the value of the Products that show defects or flaws.

10) Intellectual Property Rights

10.1 The Intellectual Property Rights are the total and exclusive property of Pwg and their communication or use under these Conditions of Sale does not create, in relation to them, any right or claim on the Customer. The Customer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

10.2 The Customer declares that: (i) Pwg is the exclusive owner of the Trademarks; (ii) will refrain from using and registering trademarks that are similar and / or confusing with the Trademarks; (iii) will use the Trademarks exclusively in compliance with Pwg's instructions and exclusively for the purposes set out in these Conditions of Sale

11) Express termination clause

11.1 Pwg will have the right to terminate, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, at any time by written communication to be sent to the Customer, the single Sale in the event of non-fulfillment of the obligations provided for in articles: 4 (Price of the Products); 7 (Payments); 10 (Intellectual Property Rights).

12) Change in the Client's financial conditions

12.1 Pwg will have the right to suspend the fulfillment of the obligations arising from the sale of the products, based on art. 1461 of the Italian Civil Code, in the event that the financial conditions of the Customer become such as to seriously endanger the achievement of the consideration, unless a suitable guarantee is given.

13) Legal domicile, applicable law and jurisdiction

13.1 Pwg is legally domiciled at its main office.

13.2 The Conditions of Sale and each individual Sale will be governed and interpreted in accordance with Italian law with the exclusion of the 1980 Vienna Convention on contracts for the international sale of movable property.

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

13.4 Except as agreed in the previous art. 13.3, Pwg reserves the right, when promoter of a legal action as a plaintiff, to promote such action in the Customer's place of residence, in Italy or abroad

14) Final Dispositions

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

14.2 It is understood that any tolerance to violations of these General Conditions or any failure to exercise any right or faculty provided therein, can in no way be interpreted as a waiver of exercising the rights and / or faculties connected to them or consequent

14.3 Any request, consent, approval, waiver and more generally any communication provided for by these General Conditions will 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 intended. by registered letter with return receipt or (ii) it has been sent by certified mail, with acknowledgment of receipt, to the person and address indicated below, or to a different address subsequently communicated using the methods indicated here. Communications sent in this way will be considered effective as of their receipt: PWG Srl via E. Mattei 8 40050 Castello d'Argile (Bologna). PEC: info@pec.pwgsrl.com

14.4 Pursuant to and for the purposes of art. 13 of Regulation 2016/679 / EU (GDPR), Pwg informs the Customer that the personal data acquired as part of the contractual relationship will be collected and processed in paper and / or electronic form for the purposes related to the stipulation and management of the 'Order or to execute the obligations established by law. It should be noted in this regard that the acquisition of such data and the subsequent processing of the same are required by law and by contract for the purposes of the correct establishment and / or execution of the interpartes relationship. These data will be kept for the duration of the contractual relationship and after the termination of the relationship for a time not exceeding the limitation period pursuant to the current provisions of the law. The Customer, by sending his Order, consents to the processing of the personal data provided. The data controller is the Pwg whose identification data are indicated in the Order

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

Customer confirms, approve and accept all the the clauses of these "TERMS AND CONDITIONS OF SALE" and, pursuant to and for the purposes of articles. 1341 and 1342 of the Italian Civil Code, specifically approves the provisions referred to below: articoli 1, 2, 3, 4, 5 ,6, 7, 8, 9, 10, 11, 12, 13, 14

Castello D'Argile, Bologna, 30 march 2021

PWG S.r.l.