

**PWG Srl - Single-Member Company**

Castello d'Argile (BO), via E. Mattei, 8
Tel.: 051-686.20.00 r.a. - Fax: 051-686.13.43
Tax code and VAT No. 02873661207

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

GENERAL CONDITIONS OF SALE, DELIVERY AND CONTRACT**1. Applicability of these General Conditions**

1.1 These general conditions (hereinafter the "General Conditions of Sale" and/or "GCS") form an integral part of all contracts for the sale, in Italy and/or abroad, by i) PWG Srl or ii) any other company directly or indirectly controlled by it, established in Italy or abroad and having no general conditions of supply of its own (hereinafter, without distinction, the "Supplier"), of products (the "Products") to business purchasers (the "Purchaser(s)"). All Supplier offers, order confirmations, deliveries and invoices are deemed to be made under these General Conditions, unless the Supplier derogates from them in writing.

The GCS are also published on the website of PWG S.r.l., www.PWGsrl.com, tax code and VAT number 02873661207, registered with the BOLOGNA Companies Register, with registered and operating offices at via E. MATTEI, 8-40050 Castello D'Argile -BO. They are immediately available and accessible to the Purchaser/Customer through the link included in all contractual forms of PWG Srl - Single-Member Company.

1.2 By signing the GCS, the Purchaser acknowledges and accepts, pursuant to Articles 1341 and 1342 of the Italian Civil Code, that the relations between PWG and the Purchaser/Customer are governed by the GCS.

1.3 The GCS are deemed accepted by the Purchaser even if they differ from general or special purchasing conditions prepared and sent by the Purchaser, including where such conditions are referred to or included in orders or other Customer documentation. Such purchasing conditions shall not bind the Supplier/PWG unless expressly accepted by the Supplier in writing. These GCS shall remain valid and effective for PWG and shall be attached to, and form a single document with, the Supplier's Order Confirmation sent to the Purchaser.

1.4 If one or more provisions of these GCS are held invalid or unenforceable, this shall not affect the validity and/or enforceability of the remaining General Conditions. Any such provision may be replaced with valid and enforceable terms whose content is, as far as possible, equivalent to that of the invalid or unenforceable provision.

2. Formation of the contract - Acceptance of orders

2.1 Each sales contract is concluded when the Purchaser receives the Supplier/PWG's written confirmation of the Purchaser's order, which the Supplier may accept or reject. If the written confirmation contains terms differing from the order, the contract is concluded on the Supplier's latest revised terms after 3 (three) working days from receipt of the confirmation by the Purchaser, unless the Purchaser has submitted a written objection to the Supplier. Without written order confirmation, the contract shall in any event be perfected, at the latest, upon delivery of the Products to the Purchaser under the agreed delivery term.

2.2 Supplier offers remain valid only for the period specified therein and expire thereafter without revocation. Unless expressly stated otherwise, an offer is valid for 10 (ten) days from issue. Delivery periods or dates stated in an offer are merely indicative and non-binding on the Supplier, given the difficulties of processing, preparation,

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shipment and delivery. Delays shall therefore not give rise to penalties, damages, interest or termination, even partial, of the contract against the Supplier. If the Supplier must postpone delivery at the Customer's request or for a reason even indirectly attributable to the Customer, all additional costs, such as storage, handling and transport, shall be borne by the Purchaser.

2.3 Cancellations or changes to an order by the Purchaser are ineffective unless authorised beforehand or subsequently accepted in writing by the Supplier and, in any event, no later than the thirtieth day preceding the delivery date.

2.4 If supply of Products manufactured to the Purchaser's specifications ceases, the Purchaser undertakes to buy all Products specifically procured by the Supplier to fulfil individual Purchaser orders or continuing supply obligations agreed with the Purchaser.

Intermediaries and agents have no authority to bind the Supplier vis-à-vis the Purchaser or to conclude contracts in the Supplier's name and/or on its behalf. Their offers are subject to the Supplier's written approval and confirmation.

PWG may add, amend or delete any provision of these Conditions of Sale. Such additions, amendments or deletions shall apply to all Sales concluded from the thirtieth day following notification of the new Conditions to the Customer.

3. Product prices

3.1 Unless otherwise agreed in writing, each purchase order is subject to the prices in the Supplier's relevant offer or, failing that, the price lists supplied to the Purchaser and in force when the sales contract is perfected under Article 2.1 above.

3.2 If the Purchaser accepts the Supplier's offer after the period in Article 2.2, the Supplier may decide to proceed with supply while being entitled to charge the Purchaser any increases in raw-material costs incurred in the meantime.

3.3 PWG may unilaterally change list prices without notice and with immediate effect where adjustment results from circumstances beyond its control, including increases in raw-material or labour costs or exchange-rate changes. In other cases, the change shall be notified to the Customer and shall apply to all Orders received by PWG from the thirtieth day after notification.

3.4 Unless otherwise agreed in writing, prices are "EXW - Ex Works" Castello D'Argile -BO, ICC Incoterms® 2010, excluding transport, VAT and taxes. The Supplier shall pack the Products using the packaging it considers, at its discretion, most suitable for the transport agreed with the Purchaser. Special packaging must be requested no later than submission of the order, shall be quoted separately and requires express written agreement between Supplier and Purchaser.

3.5 PWG retains ownership of the Products until their price is paid in full. The Customer shall complete all formalities required by local law to make this retention-of-title clause valid and enforceable against all third parties, including registration in any appropriate register where locally required.

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4. Delivery - Risk of loss - Transfer of ownership

4.1 Unless otherwise agreed in writing, delivery is "EXW - Ex Works" Castello D'Argile -BO, ICC Incoterms® 2010, with the sole exception that the Supplier loads the Products onto the collecting vehicle at its own expense but at the Purchaser's risk ("EXW loaded"). This and any other delivery terms agreed in writing refer to the edition of the International Chamber of Commerce's Incoterms® in force at the relevant time.

4.2 For "EXW - Ex Works" Castello D'Argile -BO, ICC Incoterms® 2010 delivery, the Supplier shall not enter into a shipping or carriage contract unless expressly requested in writing by the Purchaser, at the latter's risk and expense. Shipping or carriage costs incurred shall be invoiced in addition to the agreed prices. Where delivery is agreed at the Supplier's or another PWG srl Group company's warehouse, the Supplier shall notify the Purchaser that the Products are available for collection and then issue the invoice. If the Purchaser fails to collect within 5 (five) working days of learning of their availability, the Supplier may charge safekeeping and storage costs from expiry of that period until actual collection. Payment terms under Article 6 below remain binding even if collection is late. Where payment is deferred beyond delivery, the payment period shall in all cases run from the goods-ready notice or, only if there is no such notice, from the agreed delivery date.

4.3 Ownership of the Products passes to the Purchaser upon delivery under the agreed ICC Incoterms delivery term.

5. Delivery times - Acceptance of delivery

5.1 Delivery shall occur within the periods or dates stated by the Supplier in its order confirmation. If the Purchaser's requested dates, shown in the confirmation for reference only, differ from those specified by the Supplier, the latter prevail. The delivery period shall in any event run from the Supplier's receipt of any advance payments due upon order confirmation or, for Products manufactured to Purchaser specifications, from receipt of all final specifications, drawings and technical data requested by the Supplier and/or required from the Purchaser for manufacture and supply. Delivery times shall not be deemed essential for the Purchaser under Article 1457 of the Italian Civil Code.

5.2 The Supplier may fulfil an order through partial deliveries and issue corresponding partial invoices. If unwilling to accept partial deliveries, the Purchaser must notify the Supplier in advance and in writing.

5.3 Subject to Article 4.2, PWG is not liable for delay or non-delivery due to circumstances beyond its control, including, without limitation: a) inadequate technical data, inaccuracies or Customer delays in providing information needed for shipment; b) difficulties obtaining raw materials; c) production or order-planning problems; d) partial or total strikes, power failures, natural disasters, measures imposed by public authorities,

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transport difficulties, force majeure, disturbances, terrorist attacks and all other force-majeure events; e) delays by the freight forwarder.

5.4 Such events shall not entitle the Customer to claim damages or compensation of any kind.

6. Transport

6.1 Unless otherwise agreed in writing, transport is always exclusively at the Customer/Purchaser's expense and risk; PWG is not liable for theft, damage or total or partial shortages. If PWG is asked to arrange transport under Article 4.1, it shall choose the means it considers most appropriate unless the Customer gives specific instructions.

7. Payments

7.1 The Purchaser shall pay as specified in the Supplier's offer, order confirmation and/or invoice. Payment shall be in euros within 30 days from the last day of the month in which the invoice was issued. Invoiced amounts must be paid in the prescribed manner and time, without deduction or discount. PWG may require payment with the order, upon goods-ready notice or upon shipment, or allow deferred payment, possibly against adequate security, after which default interest shall be charged.

7.2 Non-payment, late or partial payment of a Supplier invoice or debit note at maturity, events adversely affecting the Purchaser's assets or financial position, or any other Purchaser breach shall cause the Purchaser to lose the benefit of the agreed payment periods. The Supplier may immediately seek recovery of all outstanding claims, even if not yet liquidated or due, at any time without notice or formalities. Failure to pay, even partly, within the agreed period entitles PWG to default interest under the conditions and at the rate set by Italian Legislative Decree No. 231 of 9.10.2002.

7.3 In the cases in Article 7.2, the Supplier may also, at its sole discretion and without liability for damages: i) refrain from performing the order; ii) suspend and/or refuse delivery of ordered but undelivered Products, even those unrelated to the unpaid or late-paid amount, until full payment; iii) revoke or reduce any credit facility; and/or iv) require payment security and/or different payment terms or methods for current and subsequent supplies.

7.4 If the Purchaser fails to collect Products already manufactured or states that it will not perform all or part of the purchase, even where manufacture has not yet been wholly or partly completed, the Supplier may demand full performance or declare the Supply terminated under Article 1456 of the Italian Civil Code, even if partly performed, without prejudice to the effects of performance already rendered, and demand a penalty of 50% of the price of Products not manufactured and/or not delivered, without prejudice to

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compensation for any greater loss.

7.5 Any Purchaser objection or complaint concerning defects in the supplied Products shall never entitle the Purchaser to suspend or delay payment.

8. Non-conformity

8.1 Any discrepancy between the type or quantity delivered and that specified in the Order must be reported to PWG in writing within ten days of delivery. Otherwise, the Products shall be deemed to conform to the Customer's order.

9. Contractual warranty

9.1 This warranty lasts 12 (twelve) months from delivery to the Purchaser, starting: I) for supply only, on signature of the POD (proof of delivery) for Italian express-courier or domestic deliveries, or of the CMR form for European deliveries; II) for supply and installation, on signature of the "Installation Report", evidencing delivery, installation and simultaneous commissioning. The Purchaser may record objections or observations concerning the Product or installation in that report; absent these, the Product is deemed operational. Unless otherwise agreed in writing by the Supplier, the Supplier warrants freedom from material and manufacturing defects and conformity with the technical specifications and any samples supplied by the Supplier and/or by the Customer to the Supplier, expressly approved by the Supplier and expressly agreed in writing. In executing the drawing, the Supplier is directly and wholly bound by the Customer's instructions summarised in the order confirmation, without being able to check or correct errors in the design or drawing supplied, its role being execution only. The warranty excludes wear parts and non-conformity to drawings caused by improper storage or use, or alterations or repairs by the Customer without prior written consent. It excludes damage or defects arising from anomalies caused by or connected with parts assembled/added directly by the Customer or end consumer.

9.2 Notice of defects must reach the Supplier within 8 (eight) days of delivery or, for hidden defects not discoverable with ordinary diligence, within 8 (eight) days of discovery and, in all cases, within 12 (twelve) months of delivery under the agreed ICC Incoterms term.

9.3 Products complained of must immediately be sent to PWG's factory or another location it designates, at the Customer's cost unless otherwise agreed, to enable the necessary checks.

9.4 The Supplier may first examine the Products to establish the defect and its responsibility. If confirmed, it shall, at its sole discretion, repair or replace Products it acknowledges as defective or, if that is impossible, refund all or part of the price already paid, without liability for direct, indirect or consequential damage of any kind,

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lost profits or losses arising from and/or connected with Product defects.

9.5 Repaired or replacement Products shall be delivered to the Purchaser at the Supplier's expense, including transport. Any return by the Purchaser must always be authorised beforehand in writing by the Supplier.

9.6 This warranty is exclusive and replaces all other written, oral or implied warranties, which the Purchaser expressly waives by accepting these General Conditions, including any right of recourse arising from installation of the Products in consumer goods.

9.7 The Supplier is not liable for defects or lack of quality resulting from: i) defects or deficiencies in raw materials, materials or components supplied by the Purchaser and/or procured on its instructions; ii) incorrect assembly or installation; iii) improper use by the Purchaser; iv) repairs, tampering or changes without prior written consent; v) negligence or lack of skill of the Purchaser and/or its customers; or vi) normal wear, poor or inadequate storage or maintenance, or use of aggressive agents.

9.8 Following delivery and any installation, the Supplier recommends inspections and maintenance at least annually to ensure safety, functionality and appearance. Failure to maintain the Product and/or installation-related part after the annual warranty period wholly releases the Supplier from contractual and/or non-contractual liability.

9.9 The Customer/Purchaser may not assert warranty rights against PWG unless the Product price has been paid in full on the agreed terms and dates, even if non-payment concerns Products other than those for which warranty is claimed.

9.10 PWG gives no warranty of conformity with the rules and regulations of countries outside the European Union. No other express or implied warranty, including proper operation or fitness for a particular purpose, is granted for the Products.

9.11 Only if the same defect in a particular Product recurs repeatedly during the 12-month warranty may the Customer/Purchaser invoke that warranty for a period not exceeding 24 months from first delivery. Within the limits of Article 9.4 below, PWG shall reimburse duly documented direct damage incurred in a recall of defective Products and any additional repair and replacement costs, provided the Customer has reasonably endeavoured to limit PWG's potential losses. The Customer shall follow PWG's recall instructions.

9.12 In all cases, the Customer's right to damages is capped at the value of the defective Products.

10. Self-certification and indemnity

10.1 By purchasing, the Customer declares that its business organisation complies with the requirements protecting working conditions under Article 2087 of the Italian Civil Code and releases and indemnifies PWG against any liability concerning workplace safety and accident prevention (Legislative Decree No. 81 of 9.4.2008), guaranteeing that use of the supplied Products will comply with the applicable general and specific national

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and European rules.

11. Know-how and confidential information

11.1 The Supplier's know-how and other confidential information belong exclusively to the Supplier, including information received from third parties, and are made available to the Purchaser in strict confidence solely for the sales contract concluded under these General Conditions. The Purchaser shall use them only to the extent strictly necessary to perform each sales contract and use the Products and shall not disclose them to third parties without the Supplier's written authorisation.

12. Trademarks and other intellectual property rights

12.1 The Purchaser shall not register or allow others to register the Supplier's trademark, trade name or expression used to sell the Products, which remain exclusively owned by the Supplier and/or another PWG srl Group company, or similar or confusing terms. The Purchaser acknowledges that: (i) PWG exclusively owns the Trademarks; (ii) it shall neither use nor register similar or confusing marks; (iii) it shall use the Trademarks only as instructed by PWG and for the purposes of these Conditions of Sale.

12.2 The Supplier is not liable for any inconvenience, loss, damage or expense, direct or indirect, incurred by the Purchaser owing to the Supplier's infringement of third-party intellectual property, unless it is proved that the Supplier knew the goods had been manufactured, produced or distributed in infringement of pre-existing third-party rights.

12.3 If the Supplier manufactures Products according to Purchaser instructions or applies a procedure to them on those instructions, the Purchaser shall indemnify the Supplier for all losses, damage, costs and expenses incurred in relation to the Products, including sums paid in settlement of actions for infringement of designs, patents, copyright, trademarks or other industrial or intellectual property rights.

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

13.1 PWG may terminate an individual Sale at any time under Article 1456 of the Italian Civil Code by certified email (PEC) to the Customer/Purchaser for breach of obligations under Articles 3 (Product prices), 7 (Payments) and 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 there, goods supplied under or in connection with this Agreement falling within Article 12g of Council Regulation (EU) No. 833/2014.

13.3 The Customer shall use its best efforts to ensure that downstream third parties, including resellers, do not frustrate paragraph 13.2.

13.4 Pursuant to Article 1176 of the Italian Civil Code, the Customer shall maintain monitoring capable of identifying conduct by downstream third parties, including resellers, that would frustrate

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the purpose of paragraph 13.2.

13.5 Any breach of paragraphs 13.2, 13.3 or 13.4 is a material breach of an essential element of this Contract. PWG may seek appropriate remedies, including, without limitation: invalidity of the Contract for 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 risk of repercussions and consequences for PWG, without prejudice to a claim for greater damage suffered.

13.6 The Customer shall immediately inform PWG of problems applying paragraphs 13.2, 13.3 or 13.4, including relevant third-party activities that could frustrate paragraph 13.2. It shall provide compliance information regarding those obligations within two weeks of a simple request.

14. Change in the Customer's financial position

14.1 Under Article 1461 of the Italian Civil Code, PWG may suspend performance of obligations arising from the Sale if the Customer's financial position seriously jeopardises receipt of the counter-performance, unless adequate security is provided.

15. Force majeure and limitation of liability

15.1 The Supplier is not liable for non-performance caused by events beyond its reasonable control, including, without limitation, industrial action, strikes, transport difficulties, natural events, war, civil disturbances, administrative seizure, embargoes, laws or regulations of territorial bodies or administrative authorities, or late or failed deliveries of production materials by suppliers owing to events beyond those suppliers' reasonable control.

15.2 The Supplier's warranties and liabilities arising from contracts under these General Conditions are limited to those expressly stated herein. Except for its wilful misconduct or gross negligence, the Supplier shall have no other liability for the Products and shall in no event be liable for direct, indirect or consequential damage, lost profits or direct or indirect losses of any kind, including personal injury and property damage, arising from their purchase. The Purchaser acknowledges that the total liability of PWG srl and its directly or indirectly controlled companies (the "PWG srl Company/Companies") arising from and/or relating to these contracts is in all cases limited to the price paid for the relevant Products, plus any amount paid by insurers under policies taken out by Group companies.

16. Processing of personal data

16.1 If the Purchaser is established in an EU country, personal-data protection laws apply. Having read the notice published on the Supplier's website, the Purchaser acknowledges being informed under and for the purposes of Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR") that personal data communicated and/or exchanged with the Supplier, including pre-contractual information, will be processed by the Supplier. The Purchaser expressly consents to processing, exercising its rights under Article 7 GDPR.

17. ADMINISTRATIVE LIABILITY OF ENTITIES

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17.1 “231 safeguard clause”

PWG s.r.l. declares that it has adopted a Code of Ethics and an Organisation, Management and Control Model under Legislative Decree No. 231/2001. It requires the Purchaser to comply with that legislation and, in its activities, apply ethical, organisational and management rules suitable to prevent the offences covered by that decree.

In its dealings with PWG s.r.l., the Purchaser undertakes, also for its employees and collaborators, to comply strictly with Legislative Decree No. 231/2001 and PWG's Code of Ethics, available at <http://www.pwgsrl.com/it/index.php> under COMPLIANCE. The Code sets out the conduct, business ethics and social responsibility values that PWG recognises, accepts and shares, compliance with which prevents the offences under that decree. It is PWG's primary interest that all its business partners observe those principles and values. In this respect, the Supplier expressly acknowledges having read the Code and guarantees conduct consistent with it.

The Purchaser shall also ensure compliance by its subcontractors and/or suppliers and their staff. Before using counterparties such as suppliers or subcontractors to perform this contract, it shall obtain their signature of an equivalent declaration.

Breach of the Code's principles and rules, particularly paragraphs 3.1 (Compliance with current legislation), 3.2 (Relations with Public Administration), 3.4 (Giving or accepting gifts or other benefits), 3.6 (Administrative and accounting management), 3.8 (Relations with competitors), 3.9 (Conflicts of interest), 3.10 (Contributions and sponsorships), 3.11 (Money laundering, terrorism, arms and drug trafficking), 3.12 (Combating organised crime), 3.13 (Protection of industrial property), 4.1 (Customer relations), 4.2 (Supplier relations) and 4.3 (Human resources management), is a serious breach of this contract and entitles PWG to terminate under Article 1456 of the Italian Civil Code and claim damages, including reputational damage.

PWG may also terminate under Article 1456 if the Purchaser is convicted of an offence under Legislative Decree No. 231/2001, even unrelated to dealings with PWG.

The Purchaser hereby indemnifies PWG against sanctions or damage arising from breach of PWG's Model or Code by the Purchaser or its employees, collaborators, subcontractors and/or suppliers.

The Purchaser agrees to permit checks by PWG's corporate functions, its Supervisory Body or appointed third-party specialists, subject to agreement on timing and procedures.

The Purchaser shall report to PWG any unlawful conduct and any breach of the Code or legislation on legal-person liability, insofar as relevant to performance of this contract, of which it becomes aware in any manner or capacity. For this purpose, the Supplier may use the channels in PWG's Whistleblowing Procedure at <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.

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18.1 These Conditions of Sale and each individual Sale are governed by Italian law, excluding the 1980 Vienna Convention on Contracts for the International Sale of Goods.

18.2 These General Conditions of Sale are drawn up in Italian and English. In case of interpretative doubts or discrepancies, the Italian text shall prevail in all cases.

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

19. Final provisions

19.1 Invalidity of all or part of an individual provision does not affect the remaining provisions.

19.2 Tolerance of breaches or failure to exercise a right or power under these General Conditions shall never be construed as waiver of related or consequential rights or powers.

19.3 Any request, consent, approval, waiver or other communication required herein is valid if made in writing in Italian or English and (i) personally notified to the recipient by registered letter with acknowledgement of receipt, or (ii) sent by certified email with return receipt to the person and address below, or a different address subsequently notified in the same manner. Communications are effective upon receipt: PWG Srl - Single-Member Company, via E. Mattei n.8, 40050 Castello d'Argile (Bologna). PEC: info@pec.pwgsrl.com

Castello D'Argile, Bologna, date

The Customer/Purchaser

SPECIFIC APPROVAL:

Under Article 1341 of the Italian Civil Code, the Purchaser declares that it has carefully read and expressly approves the following contractual clauses:

Article 1 (Applicability of these General Conditions); 2 (Formation of the contract - Acceptance of orders); 3 (Product prices); 4 (Delivery - Risk of loss - Transfer of ownership); 5 (Delivery times - Acceptance of delivery); 6 (Transport); 7 (Payments); 8 (Non-conformity); 9 (Contractual warranty); 10 (Self-certification and indemnity); 11 (Know-how and confidential information); 12 (Trademarks and other intellectual property rights); 13 (Express termination clause; invalidity for breach of mandatory rules; "No-Russia Clause" - EU Regulation No. 2023/2878); 14 (Change in the Customer's financial position); 15 (Force majeure and limitation of liability); 16 (Processing of personal data); 17 (ADMINISTRATIVE LIABILITY OF ENTITIES - 17.1 "231 safeguard clause"); 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



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contract amendment).

Castello D'Argile, Bologna, date

For express acceptance

The Customer/Purchaser
