

## GENERAL SALES CONDITIONS

### SAMPI S.p.A.

rev\_Dec.2022

#### 1. Definitions

These definitions form an integral and substantial part of this document:

"**Buyer**" means the Customer of S.A.M.P.I. S.p.A., or \_\_\_\_\_;

"**Supplier**": S.A.M.P.I. S.p.A. with registered office in Altopascio (LU), Via A. Vespucci, 1 P.IVA 01780750467

"**Manufacturer**": the manufacturer of the product (S.A.M.P.I. S.p.A. or other company indicated in the accompanying documents;

"**End User**" means alternately the Buyer or The Buyer's End Customer;

"**Offer of sale**": document with which S.A.M.P.I. S.p.A. proposes to the potential Buyer the supply and the related economic and technical conditions;

"**Order or Purchase Order**" means a document by which the Buyer proposes to purchase one or more products from the Supplier;

"**Order confirmation**": the confirmation issued by S.A.M.P.I. S.p.A. to the purchase order issued by the Buyer

"**Acceptance of order confirmation**: accepted by the Buyer

"**Special Conditions**" means the conditions set out in the Order Confirmation.

"**Supply**": the goods sold by S.A.M.P.I. S.p.A. to the Buyer

"**RMA**" means written authorization issued by S.A.M.P.I. S.p.A. to the Buyer of material return;

"**MSDS**": Material Safety Technical Data Sheets that identify the type of product (e.g. diesel, gasoline, solvent, etc.) with which the supply came into contact;

#### 2. General requirements

The Purchaser expressly accepts these General Conditions of Sale, which form an integral part of each of the Supplier's Offers of Sale, the Purchase Order issued by the Purchaser and the Order Confirmation issued by the Supplier and are applied as essential clauses of the same.

Only the Special Conditions set out in the Offer of Sale and the Order Confirmation take precedence over these General Conditions of Sale and may constitute a waiver or amendment thereof.

The General Terms and Conditions of Sale shall apply to all sales made by the Supplier.

Each individual contract for each individual supply shall be concluded in writing by:

- the signing by the Purchaser of the Offer of Sale forwarded by the Supplier;

- acceptance by the Purchaser of the Order Confirmation forwarded by the Supplier (following the Order received by the Purchaser).

The Buyer shall therefore confirm, also by email, the Offer of Sale or the acceptance of the Order Confirmation.

The General Conditions of Sale and any Special Conditions may not be modified or added by the Buyer, unless there is an agreement signed between the Buyer and the Supplier.

In the event that one or more indications provided for in these General Conditions of Sale are found to be ineffective or contrary to mandatory legal rules, ineffectiveness or opposition to mandatory legal rules will not extend to the other requirements of these General Conditions of Sale that will maintain their full validity and effectiveness.

An expressly accepted Offer for Sale may be defined as such when it has been signed by the Buyer or confirmed by any other document originating from the Buyer. A tacit acceptance of the Offer of Sale is instead made up of the production of the goods, or the withdrawal of the same by the Buyer or the payment of the price, total or partial, depending on the specific conditions of the individual relationship.

The acceptance of the Offer to sell, or the acceptance of the Purchase Order, both express and tacit, is understood as a full recognition of the General Sales Conditions and waiver by the Buyer to the application of any of its general Conditions of Purchase.

Any general or special conditions contained in the Purchase Order issued by the Buyer or in the acceptance of the Offer to Sell and recalled therein, will always be considered not applicable to the Supplier as the contractual relationship must be considered governed by this General Sales Conditions.

The Purchase Order issued by the Buyer is intended as an irrevocable purchase proposal, while it must be considered accepted by the Supplier only following the order confirmation issued by the same.

The Supplier has the right not to accept changes or cancellations to the Purchase Order in relation to the progress of the job; in any case, the changes and cancellation, in order to take effect, must be expressly accepted in writing by the Supplier.

### 3. Prices and payment terms

Prices are understood in Euro or in Us Dollars over VAT. They do not include packaging and are FCA (Incoterms 2020).

The prices indicated in the Offer to Sell are valid for the period of validity of the offer and, where not specified, for no more than 30 (thirty) days from the date of the offer.

The prices indicated in the Offer to Sell, Order or Purchase Order, Order confirmation or in the other deal entered into Buyer and Supplier may, however, be changed at the discretion of the Supplier when deemed necessary as a result of the increase in material costs, labor costs, other production costs, changes in customs tariff regime, taxation and exchange rates, etc. The above does not constitute prejudice to the Purchaser who, in the event of a price increase by the Supplier, may withdraw from his order in writing, within a peremptory term of 5 (five) days from the date of receipt of the notification by the Supplier of the new prices. Fixed prices are stipulated only if explicitly defined as such by the Supplier.

The Supplier is entitled to set off debts accrued by the Purchaser against any credits accrued by the Purchaser.

The payment terms indicated in the Supplier's Order Confirmation are considered demanding and essential in the interest of the Supplier.

In the case of disproportionate payments, the time limit is granted in the interest of the creditor ex art. 1185 of the Italian Civil Code; failure to pay a single maturity still determines insolvency within the meaning and for the effects of art. 1186 of the Italian Civil Code with consequent forfeiture of the benefit of the time limit and, therefore, the immediate demand of the balance of the other maturities.

In the event of late payments, the Supplier will apply the interest on late payment pursuant to and for the effects of art. 5 of Legislative Decree 231/02.

#### 4. Incoterms

“Incoterms 2020” are the current international commercial terms that we apply on each sale/offer. SAMPI Spa usually sells under “FCA Altopascio” as suggested by IDEX group. Even if in many cases with FCA we arrange to book the collection of the goods on behalf of our customers as agreed with them, we are not responsible of any damage and/or loss caused during the transportation, as risks and responsibility are transferred to the buyer once we deliver goods to his carrier.

#### 5. Right of retention

The entire Supply and the individual components included in it remain the property of the Supplier until the moment of delivery of the same to the Buyer and if it is considered that the supply must be considered the property of the Buyer, the Supplier will still have the right of retention until the full payment of the supply.

In the event that the Buyer installs the products covered by the Supply with other goods that do not belong to the Supplier, the Supplier himself may avail himself of the ownership of the entire assembled in proportion to the value of the unpaid invoice relating to the goods subject to retention.

#### 6. Delivery terms

The delivery terms start from the day of the Order Confirmation issued by the Supplier, or from the day on which the supplier received confirmation of the Offer for Sale.

The Supplier is not responsible for any delivery delays in the presence of:

- a) Force Majeure events or extraordinary eventualities, shortage of raw materials, restrictions on energy sources, national or international health emergencies, Pandemic, etc.;
- b) delays attributable to the Buyer, in particular for the failure or late communication of data essential for the fulfillment of the Purchase Order;
- c) non-compliance with the contractual conditions and specifically with the payment deadlines;

The Buyer must take delivery of the Supply even in the presence of partial deliveries or after the agreed date. All expenses generated by the non-withdrawal of the Supply will be borne by the same.

In the event of changes to the supply contract, which have been agreed by the Parties, the delivery period will be automatically extended by the time necessary for the execution of the same.

If the Purchaser requests a postponement of the delivery period for the supply, the Supplier shall be free to grant the postponement or not with respect to the delivery period stipulated in the Order confirmation.

In the event that the request is not accepted and the Buyer does not declare himself willing to take back the supply within the agreed time limit, or does not take it back at all, this shall constitute a serious breach of contract and shall entitle Sampi to terminate the contract.

In the event that the requests for extension or the delay in taking delivery of the goods exceeds a total of 90 days for each delivery, Sampi shall also have the right to withdraw from the contract, irrespective of previously granted extensions.

In any case, Sampi shall be entitled to compensation for the damage suffered in terms of both loss of profit and loss in the event of loss of profit, at least equal to the price of the supply, in addition to the related storage and handling costs quantified in the aggregate as no less than 20 % of the price of the supply.

Sum (= price of the supply + 20% thereof) that the defaulting Buyer will have to pay to Sampi as an irreducible contractual penalty, except in any case for greater damage.

## 7. Force Majeure

In the event that the execution of the purchase order is prevented by the occurrence of Force Majeure circumstances, the delivery terms shall be deemed suspended and therefore extended, and the new term shall be determined by the Supplier in relation to the impediment and its consequences.

The Supplier's liability shall be excluded in the event of strikes, fires, picketing, health emergencies or any other circumstances beyond the Supplier's control that prevent the receipt of deliveries or lead to a reduction in the demand for the ordered supply, or prevent or simply slow down production.

## 8. Supply control and warranty

Acceptance of the supply by the Buyer is tacitly confirmed in the absence of complaints sent to the Supplier/Manufacturer within the peer-like period of 3 (three) days from the delivery of the same identified in the D.D.T. (transport document).

Complaints made to the Supplier beyond the above deadline will be considered invalid and the buyer has lapsed from any warranty.

Any complaints must be made by the Buyer exclusively in writing and sent to the Supplier and to the Manufacturer on a special electronic form made available by the Supplier.

The guarantee of conformity of the supply will be valid for a period of 18 months from the date of delivery of the same and 12 months for repairs carried out under warranty.

The warranty operates only to those parts that due to a deficient quality of the materials or defects in the execution or imperfect assembly (where this has been carried out by the Supplier) are defective according to the supplier's judgment.

The warranty excludes any part that by its nature and use may be subject to wear and therefore frequent replacement, such as valve discs, elastic bands, gaskets, insulating material, belts, chains, cables and the like and electric motors when supplied alone or as a spare part.

The warranty does not operate in case of tampering with the Supply, wear or natural breakage, damage caused by lack of skill or negligence on the part of the Buyer, overload or any other use different from the indications provided by the Supplier, use of the Supply outside the usual limits or established by specific rules or indicated in the technical

documentation delivered by the Supplier, damage caused by natural disasters or other Force Majeure events , incorrect functionality caused by incompatibility issues between the supplied product and the assembled or to be assembled product.

Buyer shall forfeit any warranty right when the Supplier/Manufacturer is not given the necessary time and the possibility to carry out any repairs, in the presence of direct intervention by the unauthorized Buyer or when the latter uses a third Party to perform the activity in the absence of the Supplier's/Manufacturer's prior written authorization.

For direct interventions at the Buyer, even during the warranty period, the Supplier/Manufacturer must be reimbursed the travel, food and accommodation expenses of the staff at the simple first request.

Any electronic cards returned for the warranty assessment will be returned/processed as part of the Card Replacement Program. Therefore, the original card returned for evaluation may not be returned to the End User but replaced with operationally equivalent material.

The parts replaced under warranty remain the property of the Supplier/Manufacturer and will be returned to the Supplier or directly to the Manufacturer if different from SAMPI SpA without charging any transport freights.

The material for which the guarantee is authorized (replacement or repair) will be sent to the Purchaser from the Supplier or directly from the Manufacturer if different from SAMPI SpA free of charge.

If the Supplier/Manufacturer decides to perform repairs with the Buyer, the Buyer will be required to make available to him non-specialized personnel, equipment, consumables, and anything else useful to allow intervention under warranty.

The Buyer will also bear, in case of warranty intervention, the costs of assembly and disassembly and any other consequent burden such as, but not limited to, elevation work, metalworking, carpentry, plant testing and legalization that prove necessary in relation to the repair or replacement of the warranty product.

5

The Supplier/Manufacturer may suspend the warranty services in the presence of insolvency or delayed payments by the Buyer, even if referring to another supply, having to understand the commercial and contractual relationship in place as the only one also pursuant to and for the effects of art. 1460 and 1461 of the Italian Civil Code.

Buyer and Supplier explicitly and indirectly recognize the total value of the individual Supply, therefore relating to the individual product indicated in the individual Order or in the single confirmation of the Offer of Sale, as the maximum limit of the supplier's economic responsibility, even in the event of direct or indirect damage to third parties.

Therefore, for any damage, direct or indirect, resulting from the Buyer or a third party, the Supplier/Manufacturer may never be ordered to pay a sum in respect of damages that is greater than the value of the single supply being contested, meaning by supply the value paid by the Buyer for the single non-compliant product or generator of damages, even in the case of a claim by the Buyer for claims made by third parties.

The Supplier/Manufacturer may, at its discretion, have the activity concerning the services under warranty carried out also by third parties in the absence of authorization from the Buyer.

The Supplier/Manufacturer does not guarantee the availability of replacement parts for the Product, nor does it assume any obligation relating to their supply, even if a legal or conventional guarantee is always operational for the Product.

Therefore, in the absence of replacement parts, either for entrepreneurial choices of the Supplier/Manufacturer, or for impossibility to find / unavailability of the same on the market, or for any other reason, no responsibility can be charged to the Supplier, both by the direct Buyer and by the third sub-buyer or holder of the Product.

The Buyer is expressly informed of this condition and therefore cannot claim anything from the Supplier/Manufacturer, including the same performance under warranty, as well as being indemnified against the claims of his successors in title, where the situation occurs or the unavailability of replacement parts.

In replacement of any guarantee that has become impossible for the reasons and therefore not usable by the Buyer, the Supplier/Manufacturer, failed in any obligation imposed on him, may at most reserve the Buyer a personalized commercial offer on any new Products that have replaced those covered by the request for intervention under warranty.

## 9. Returned Materials

For all products or parts returned to the Supplier or directly to the Manufacturer if different from SAMPI SpA and if requested by the Supplier, where permitted, a written authorization issued by the supplier to the Buyer (RMA) will be required.

This allows the Supplier to provide a tracking system of the Buyer's equipment once it has reached the supplier's location.

The Buyer has the right to obtain an RMA number by contacting the Supplier's Customer Service Representative.

In order to help the Supplier to speed up and treat the returned Supply due, a detailed reason for the return is also required.

All mechanical products returned must be thoroughly washed, drained and carefully packed for shipment; otherwise, the cleaning of the material will be charged to the Buyer.

One or more MSDS (Material Safety Data Sheets) must accompany the shipment.

The Buyer is obliged to provide adequate packaging for the return of electronic cards (antistatic bags and appropriate containers).

With regard to products not covered by warranty, or where the warranty has not been recognized after the supplier's analysis, the Buyer will be charged the cost of analysis regardless of their repair or replacement and the cost of transport for the return of the equipment.

In the absence of RMA, material without the safety data sheet or D.D.T. the product will be returned to the Buyer or end user with transport costs borne by the latter.

## 10. Incorrect order

The goods shipped to the Buyer according to the description and the code(s) indicated in the relevant purchase order, which turn out not to be those that the buyer needs, can be returned provided that the buyer takes charge of the shipping costs to the Supplier's headquarters in Altopascio. In this case, the Supplier will apply a running cost equal to 15% of the value of the goods, or € 200 if 15% is lower, which will withhold back from the sums due to the Buyer. This cost will be credited to the Buyer, provided that the goods have been returned intact, intoned and in any case not damaged. If used, even in good condition, they will not be accepted and their value will be fully paid according to the relevant sales invoice.

All returned goods must be accompanied by an RMA number issued through the SAMPIDESK [www.sampidesk.com](http://www.sampidesk.com) website, otherwise the goods will not be accepted.

## 11. Buy back

The Supplier, upon express request of the Purchaser, is willing to sell the requested product, at the conditions, in the manner and against the guarantees specified above, undertaking at the same time to withdraw the equivalent used product, in use to the Purchaser and regardless of who is the manufacturer of the component replaced.

In this case, the Purchaser shall formulate a specific request in writing, which shall be formalized in the terms set out in these General Conditions (by signing for acceptance of the "Sales Offer" by the Purchaser, or by signing the "Order Confirmation" by the Supplier).

The agreed sale price is expressly conditioned:

- delivery of the used product in the conditions declared by the Purchaser and duly documented.
- to the fact that the Purchaser bears all the costs and charges for the uninstallation of the product supplied and the installation of the new product on its own system, including, of course, also the "legalization" costs resulting from the new installation (tests in accordance with the European MID Directive regulating fiscal measurement groups).
- the fact that the Supplier only bears the cost of collecting the used product.

Any variation with respect to the above conditions (non-delivery of the used product, condition of the replaced component different from what has been communicated, lack of installation and/or uninstallation, etc.) will authorize the Supplier to issue an adjusted fiscal document, also including the full and original price of the supplied product, thus recovering the value of the used product previously discounted from the sale price.

The Purchaser shall therefore be required to pay the full price within the terms set out in these General Conditions.

The Supplier does not provide any guarantee on the system as a whole, in which the product is installed, since the installation is an activity expressly entrusted to the Purchaser, with charges and responsibilities to be borne exclusively by the Purchaser.

The legal guarantee, as regulated herein, is therefore limited to the single product supplied and can never be extended to the system where the product is installed.

No guarantee is offered by the Supplier even with reference to the compatibility of the product sold with the original system already in use by the Purchaser

## 12. Suspension

The supplier reserves the right in the presence of insolvency indices of the Buyer to suspend at any time the execution of the purchase order up to the proven solvency of the Buyer himself. In this case, the Supplier may also demand different payment terms from those indicated in the order, including the advanced payment of the entire supply.

The exception of non-compliance that may be raised by the Supplier is not limited to the individual contractual relationship, but in general to the contractual relationships between the parties, so much so that it may also be advanced with reference to another and separate supply compared to that objected to.

Any sums paid by the Buyer will be retained in compensation for any claim offered by the Supplier to the buyer, even if it is not payable.

## 13. Withdrawal

The Supplier reserves the right to withdraw the Purchase Order.

Each Party may, at its own discretion, withdraw from the Purchase Order should a third party acquire a majority stake or otherwise control of the other Party, for cessation of activity, insolvency or if it finds itself in a situation of liquidation, receivership, extraordinary administration, prior arrangement, bankruptcy.

## 14. Technical changes

The Supplier reserves the right to make technical changes to the Supply resulting from technical and operational reasons provided that these variants do not compromise and/or change the basic characteristics and performance of the Supply itself.

## 15. Product liability

The Supplier is responsible for damage caused to persons resulting from defects in its product, unless the Buyer has caused such damage through his own actions on the safety characteristics of the product or has not installed, used or carried out the maintenance of the product itself in accordance with the written instructions received, in accordance with the provisions of the Manual of Use and Maintenance provided or in accordance with the best know-how and standards of companies in the sector.

## 16. Recall and traceability

The Buyer is obliged to keep a note of the place where the products or systems purchased by the Supplier are installed for a period of 15 (fifteen) years from the date of delivery.

In case of assignment to third parties, the Buyer must keep note of the new owner and inform that owner of this obligation.

In case of product recalls, whether mandatory or on a voluntary basis, the Supplier may charge the Buyer the additional costs resulting from non-compliance with this obligation.

## 17. Confidentiality

The Buyer and the Supplier undertake to keep reserved and confidential all technical, procedural or economic information contained in designs, 3D or other models and any other data provided in relation to the Purchase Order and not to disclose in any way to third parties the Confidential Information unless authorized in writing by the other Party.

Confidential Information also includes notes, summaries, reports, analyses or other material written in any form ("Notes").

## 18. Protection of personal data

The Supplier and the Buyer declare to authorize each other to process personal data in accordance with the information referred to in the GDPR.

"Personal Data" means all information relating to an identified or identifiable person; "Buyer's Personal Data" means any personal data that the Supplier has received from the Buyer.



The Supplier in accordance with the decree indicated declares that each processing will be based on principles of fairness, lawfulness and transparency, as well as protection of the confidentiality and rights of all the parties involved.

The processing of data will take place exclusively for the purposes related to the purchase order.

The processing of data will take place through tools suitable to guarantee security and confidentiality in accordance with the provisions of that decree.

## 19. Applicable law and jurisdiction

The Offer to sell, the Purchase Order and the related Confirmations are regulated, governed and interpreted from every point of view by Italian law, except as expressly provided for in this General Sales Conditions or/and in the Special Conditions contained in the individual Order.

The Parties shall exclude the applicability of the Vienna Convention on Contracts for the International Sale of Goods.

The exclusive jurisdiction will be the Italian one.

## 20. Arbitration and competent exclusive court

All disputes that arise in relation to the supply relationship and the individual documents governing it including those relating to their validity, interpretation, execution and resolution will be referred to the decision, by ritual means, of a single arbitrator, irrevocably identified by the Parties in the person of lawyer Debora Ianniello, with study in Viareggio (LU), Via Roma n. 24.

The arbitration will be based in Viareggio (LU).

The decision will be taken in accordance with the law.

The Award will not be open to challenge or appeal.

The costs of arbitration (competences of the Sole Arbitrator and the Secretary appointed by the Sole Arbitrator) will be conventionally and provisionally borne by the Buyer, without prejudice in any case to the passive solidarity of the parties and unless otherwise agreed when drafting the Award.

Failure to pay the expenses and competences of the Single Arbitration, already accepted by the parties in the amount provided for in Legislative Decree 55/14 and subsequent amendments and additions by value scale and taking into account the maximum parameters, to be carried out no later than 15 days from the first arbitration hearing, will entail the inadmissibility of the request for arbitration, while remaining valid and effective this arbitration agreement.

The parties specify and agree that the Court of Lucca, in case of ineffectiveness and/or invalidity and/or nullity of the aforementioned arbitration clause, or in case of impossibility on the part of the only arbitrator already appointed to assume the task of arbitrator for one of the causes of incompatibility, is exclusively competent for any dispute that derives, directly or indirectly, from this contract.

## 21. Reserve of jurisdiction

In any case, the Supplier reserves the right to take legal action before the competent Italian Judicial Authority identified exclusively in the Court of Lucca, in case of non-payment by the Buyer of the agreed consideration, also in order to obtain a monitoring measure that establishes the existence of the claims boasted to any securities by the Supplier.

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### The Buyer

(Date, stamp and signature)

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the clauses referred to in articles are specifically approved:

2. GENERAL REQUIREMENTS
3. PRICES AND PAYMENT TERMS
5. RIGHT OF RETENTION
6. DELIVERY TERMS
7. FORCE MAJEURE
8. SUPPLY CONTROL AND GUARANTEE
9. RETURNED MATERIAL
11. BUY BACK
12. SUSPENSION
13. WITHDRAWAL
14. TECHNICAL CHANGES
16. RECALL AND TRACEABILITY
19. APPLICABLE LAW AND JURISDICTION
20. ARBITRATION AND COMPETENT EXCLUSIVE COURT
21. RESERVE OF JURISDICTION

### The Buyer

(Date, stamp and signature)