

GENERAL CONDITIONS OF SALE

These General Conditions of Sale (hereinafter the "General Conditions") apply to all contractual relationships between Agromateriae S.r.l., with registered office on Via Granarolo 177/3 - 48018 FAENZA (RA), Italy, Tax ID and VAT number 03937490369 (hereinafter the "SUPPLIER"), and its customers (hereinafter the "CUSTOMERS") having as their object the supply of goods not governed by a specific contract but by an Economic Offer.

1 DEFINITIONS

The following words and expressions will have the following meaning:

- **Economic Offer:** Economic Offer refers to the document sent by the SUPPLIER to the CUSTOMER containing the description of the Products, relative quantities, prices, any discounts, payment methods, any related services and anything else necessary to uniquely and completely identify each element of the Economic Offer. Both the attachments thereto and any additional documents form an integral part of the Economic Offer, provided they are mentioned in the Economic Offer itself.
- **Order:** Order refers to the completed and signed order form sent by the CUSTOMER to the SUPPLIER. All documents attached to the Order are an integral part of the Order, as are any additional documents expressly referred to in the Order.
- **Order Confirmation:** Order Confirmation refers to the form sent by the SUPPLIER to the CUSTOMER summarising the terms and conditions of sale definitively agreed between the Parties.
- **Party or Parties:** Party or Parties means the SUPPLIER and the CUSTOMER and their successors and assigns.
- **Product(s):** Product(s) refers to any goods that can be supplied by the SUPPLIER to the CUSTOMER, whether manufactured directly by the SUPPLIER or manufactured by third parties and only distributed by the SUPPLIER.

2. SUBJECT AND SCOPE OF APPLICATION

2.1 The subject of these General Conditions is the supply of Products by the SUPPLIER to the CUSTOMER, as identified in the Economic Offer.

2.2 These General Conditions apply, starting from the date of their acceptance by the Customer, any time the SUPPLIER sends the CUSTOMER an Economic Offer.

2.3 The Parties agree that, regardless of what is provided in any general purchase conditions of the CUSTOMER, these General Conditions replace and supersede the CUSTOMER's general purchase conditions.

2.4 These General Conditions, together with the Economic Offer, the Purchase Order and the Order Confirmation, represent the totality of the agreements governing the relationships between the SUPPLIER and the CUSTOMER regarding a specific supply of Products, and replace and supersede any previous oral or written communication that may have occurred between the Parties.

3. ECONOMIC OFFER, ORDER AND ORDER CONFIRMATION

3.1 Any Economic Offer sent by the SUPPLIER to the CUSTOMER represents a contractual proposal for the CUSTOMER and will remain in force for a period of 30 (thirty) days from the date of issue, unless otherwise indicated in writing by the SUPPLIER on the Economic Offer.

3.2 Should the Customer intend to accept the Offer, the Customer must send the relevant Order to the SUPPLIER during the validity period of the Offer. The Order, written on the Customer's letterhead or paper bearing his stamp, must be sent to the SUPPLIER by email to an AgroMateriae representative, and CC'd to: ufficioclienti@tampieri.com, and contain the following information:

- a) Economic Offer details (number and date);
- b) product code/identifier and relative quantity requested;
- c) unit price for each code and total price for the quantities requested;
- d) shipping address and delivery terms, as established by the Economic Offer;
- e) payment terms and conditions, as established by the Economic Offer.

The product codes, description and unit prices to be used as reference for the Order are listed in the Economic Offer.

The SUPPLIER will be free to accept or refuse the Order based on its sole discretion.

3.3 Where the Economic Offer contains a specific indication of the quantity of Products offered, the SUPPLIER, in derogation of the provisions of point 3.2 above, reserves the right to accept, as an alternative to the Order, the Economic Offer duly stamped and signed for acceptance by the Customer.

3.4 Following receipt of the Order, the SUPPLIER will send the CUSTOMER the Order Confirmation summarising all the final agreed terms and conditions of sale.

4. DELIVERY TERMS

4.1 Unless otherwise established in the Economic Offer, the transport of the Products will be the responsibility and expense of the CUSTOMER. Therefore, the CUSTOMER assumes all risks of loss or damage relating to the Products until they are received and accepted by the CUSTOMER at the delivery location agreed and established in the Order.

4.2 The delivery times of the Products will be communicated by the SUPPLIER to the CUSTOMER at the time the Order Confirmation is sent. If the CUSTOMER does not agree on the shipping date, he will have the right to revoke acceptance or cancel the Order by notifying the SUPPLIER within 5 (five) working days.

4.3 In cases of force majeure, meaning events that are beyond the reasonable control of the SUPPLIER (e.g., strike, fire, earthquake, flood, mobilisation, requisition, embargo, currency restrictions, insurrections, attacks, lack of means of transport, shortcomings of raw materials, and restrictions on the use of energy), the SUPPLIER will provide new delivery terms. If an agreement is not reached, the CUSTOMER will have the right to revoke the relevant acceptance or cancel the relevant Order within 5 (five) working days of receiving the SUPPLIER's communication.

4.4 The CUSTOMER authorises and accepts partial deliveries.

4.5 The delivery terms communicated by the SUPPLIER pursuant to Art. 4.2 will be automatically suspended if the following causes occur and extended when such causes are no longer applicable:

- a) if the CUSTOMER requests changes during the processing phases or responds late to requests for project approval;
- b) if the financial situation of the CUSTOMER and/or the amount of the SUPPLIER's credit towards the CUSTOMER may put the payment of the supply at risk, as determined by the SUPPLIER at its sole discretion.

5. PRICES

5.1 The price of the Products (hereinafter the "Prices") is indicated in the Economic Offer and to be understood in Euro (€) and net of VAT.

6. PAYMENTS

6.1 The payment terms are strict, fundamental and cannot be extended except as provided in Article 6.3 below. If the CUSTOMER delays payments, the SUPPLIER is authorised to apply an interest rate equal to the rate established by Italian Legislative Decree 231/2002, without the need for formal notice.

6.2 Unless otherwise agreed in writing, payment will be made according to the terms and methods indicated in the Economic Offer.

6.3 If, in derogation of the provisions of Article 6.1, the Parties have reached an agreement on the deferral of payments, and the CUSTOMER fails to make a payment of even a single instalment within the agreed timeframes, the SUPPLIER may demand payment of any residual amount due in full and will be authorised to apply to this amount the interest rate established in Art. 6.1. above, without the need for formal notice, starting from the original payment

due date.

6.4 The SUPPLIER will be authorised to suspend the shipment of the Product if, at the sole discretion of the SUPPLIER, the financial situation of the CUSTOMER and/or the credit amount of the SUPPLIER towards the CUSTOMER may jeopardise the payment of the supply.

7. WARRANTY

7.1 The SUPPLIER guarantees that the products are free from defects and comply with the technical specifications declared by the SUPPLIER.

7.2 The CUSTOMER, within 3 (three) working days of receiving the Products, must inform the SUPPLIER of any defects relating to the Product received (by way of example, but not limited to, damaged packaging or product, inconsistency of the technical specifications if different by more than 30% of what is reported in the technical data sheets, provided that such defects are not attributable to transport. In this case the CUSTOMER will be required to document (through photos, videos, documents, etc.) any defect found. The CUSTOMER's notification of defects must be made by certified or registered email with return receipt. The SUPPLIER, within 8 (eight) days of the notification, will communicate to the CUSTOMER whether it intends to go to the CUSTOMER to inspect the disputed Products or the possible need to collect the Products so that they can be subjected to verification. In the first case, the CUSTOMER undertakes to make the contested products available for inspection by the SUPPLIER or by an expert appointed by the SUPPLIER in consultation with the CUSTOMER.

7.3 If the Products are found to be defective, the SUPPLIER will, at its discretion, replace them at its own expense, issue a credit note in the value of the total supply or, in the event that payment has already been made, a refund of the amount paid.

7.4 The warranty discussed in this Article 7 applies only to Products used in an environment and for applications consistent with the specifications declared by the SUPPLIER; any improper use is prohibited.

7.5 Regardless of its validity, the report referred to in Art. 7.2 does not relieve the CUSTOMER from the obligation to pay the price of the Products within the contractual terms.

7.6 In any case, it is understood that the SUPPLIER will be liable exclusively for an amount equal to the value of the products purchased by the CUSTOMER in the specific supply covered by the Order Confirmation.

8. LIABILITY

8.1 Except for the cases referred to in Art. 7, the CUSTOMER is not granted any additional rights or remedies, and nothing is owed by the SUPPLIER to the CUSTOMER.

8.2 In any case, it is understood that the SUPPLIER will be liable only for its Products and not for applications, accessories or systems within which its Products are assembled, used or connected by the CUSTOMER.

8.3 The SUPPLIER is exempt from any and all contractual and/or non-contractual liability for direct and/or indirect damages (both with reference to emerging damage and lost profits) suffered by the Customer.

9. MISCELLANEOUS

9.1 The SUPPLIER is not liable for any illicit behaviour of the CUSTOMER.

9.2 The non-validity or ineffectiveness, in whole or in part, of one or more clauses of the General Conditions shall not affect the validity or effectiveness of the other clauses or the part of the clause not affected by non-validity or ineffectiveness, which shall remain in full force and effect.

9.3 Any waiver by the SUPPLIER to exercise a right arising from these General Conditions cannot be understood as a waiver of the exercise thereof or a different right in relation to this provision or another provision of the General Conditions.

10. APPLICABLE LAW AND JURISDICTION

10.1 The General Conditions are governed and interpreted in accordance with Italian law.

10.2 The Court of Ravenna will have exclusive jurisdiction for any dispute resulting from these General Conditions, the Economic Offer or the Order, or connected thereto, with the express agreement of exclusion of any other competing or alternative Court.

11. PERSONAL DATA PROTECTION

11.1 The SUPPLIER recognises that all information acquired during its commercial operations is to be considered confidential and protected pursuant to current legislation relating to personal data (EU European Regulation no. 2016/679).

The CUSTOMER declares that he agrees and has understood every single clause of the aforementioned general conditions of sale.

DATE: _____ THE CUSTOMER: _____

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the CUSTOMER expressly approves the content of the following articles: 7.2, 7.5, 8.1, 8.2, 8.3, and 10.

THE CUSTOMER: _____