

## **GENERAL CONDITIONS OF SALE**

### **1. Premises and definitions**

1.1 Seller is defined as: The Company Drive Italy S.r.l, Via Vittorio Veneto No. 6 - 24067 - Sarnico (BG) with VAT No. 04483090165, which undertakes to sell and supply the goods and/or services. Buyer is defined as: the party who purchases the product and/or goods or services. Parties are defined as: the Seller (Supplier) and the Buyer (Customer).

1.2. the Buyer declares that he/she is aware of and has accepted these General Terms and Conditions of Sale, an integral part of the contract.

1.3. The Buyer waives the application of any different General Conditions of Sale, which shall in any case be deemed to be without effect between the Parties.

1.4. Any modification, integration and/or waiver of these general conditions shall be valid only if accepted in writing by the Seller.

### **2. Subject matter of the contract and its regulation**

2.1 The Seller declares that the Products comply with the industry standards applicable to them and specifies that the representations and/or images of the same in catalogs, brochures, websites or similar documents are merely illustrative and not binding. The Buyer prior to the conclusion of each individual Purchase Agreement shall verify that the Products are suitable for the specific purpose and/or use for which it intends to purchase them. The Buyer shall verify as its sole responsibility, releasing the Seller from any liability in this regard, that the Products purchased and sold comply with the regulations of the country into which it intends to import them, if any.

2.2. The contract includes only what is indicated in the Order Confirmation. The characteristics, images and data resulting from catalogues, web and/or any other documentation related to the Products are to be considered purely indicative and not binding for the Seller.

2.3. Orders are valid as an irrevocable purchase proposal for the person placing them and are not binding for the Seller, who reserves the right to accept them. The placing of an Order automatically implies acceptance of these General Conditions of Sale. The Buyer may not object or make reservations to any facts, circumstances and/or conditions that depend directly or indirectly on the lack of knowledge of the provisions of the General Conditions of Sale.

2.4. Orders shall not be deemed accepted until confirmed in writing by Seller by Order Confirmation.

2.5. In any case, the Seller reserves the right to make the acceptance of the Order subject to specific payment terms and/or the release of suitable guarantee.

2.6. Any additions or changes made to the Order, shall not be binding on the Seller who may accept or reject them without prejudice to the original Order.

2.7. Seller reserves the right to deliver to Buyer, upon written notice, the quantities specified in the Order with a tolerance of +/- 3%.

### **3. Price and terms of payment**

3.1. Prices refer to the date of the quotation.

3.2. The amount and terms of payment are stated in the contract.

3.3. Shipping charges and any other expenses, of whatever nature, incurred by the Seller that may be charged to the Buyer may be excluded in the agreed figure.

3.4 If Buyer fails to make payment within the agreed term, Buyer shall be liable to pay default interest calculated in accordance with Legislative Decree No. 192/2012. Failure or delay in payment for any reason whatsoever shall entitle Seller, without prejudice to any other action, to demand prepayment of Orders already invoiced and to cancel the processing of any other Orders in progress without Buyer having any claim for compensation, indemnity or otherwise.

3.5. When the supply of goods is agreed upon for split deliveries, failure to pay for any one of them shall authorize Seller immediately to suspend all activity until payment of the amount due and subject to the right to demand even in advance the total price of subsequent deliveries, interest and related expenses.

#### **4. VAT.- products intended for export - VAT regime - Environmental Contribution-CONAI - obligations of the buyer**

4.1. VAT shall be borne by the Customer (the price indicated in the quotations is always exclusive of VAT).

4.2. With reference to the Contracts of Sale and Purchase of Goods intended for export, the Buyer, if any, shall notify the Seller in writing of the different destination of the goods from that indicated in the transport document, at least 10 (ten) days before the date scheduled for delivery at the original place of destination. Following said communication, the Seller will regularize the VAT. The Buyer in any case shall indemnify the Seller against any taxes, surcharges, penalties, interest and expenses resulting from the delivery of the Products to a place other than that indicated in the transport documents.

4.3. Environmental Contribution - CONAI In view of the fact that the packaging inherent in the Products (so-called full packaging) destined for export (whose waste is managed abroad) is exempt from the payment of the Environmental Contribution and falls outside the competence of CONAI, the Buyer shall be exclusively responsible for the management of the packaging of the Products purchased for export and, where applicable, for the payment of the Environmental Contribution (however named) in the foreign country of destination of the goods.

4.4. Should the Product, already intended for export, be used by the Buyer within the Italian territory, resulting in the handling of the resulting packaging in Italy, the Buyer shall immediately notify the Seller of such different destination of the full packaging in order to allow the regularization of the relevant contribution to CONAI.

5. **Delivery terms:** shall be those agreed between the Parties and shall commence following receipt of the order confirmation. The delivery terms indicated in the Seller's quotations are indicative and are not binding. Any delays in delivery shall therefore not entitle the Customer to cancel or reduce the order, nor to any claim or action for damages; equally, delivery terms may be brought forward even up to 15 working days, subject to prior notice.

6. **Delivery:** agreed between the Parties as per Order Confirmation. Instructions, addresses, directions and/or special requests must be provided by the Buyer prior to shipment of the goods. Any different delivery, must be agreed in writing between the Parties, accepted by Seller and all related costs will be charged to Buyer.

7. **Packing:** at pure cost unless otherwise specified in our quotation and/or order confirmation.

**8. Transportation:** as agreed according to Order Confirmation. If the price has been agreed for goods delivered free at destination, the Customer must specify the assigned carrier, otherwise another carrier will be used. Goods are not insured unless expressly ordered by the Customer and at his expense. The delivery must be checked upon delivery and, in case of partial loss or damage (not as a consequence of transport), within 5 (five) days, under penalty of forfeiture, the appropriate reports must be made in writing.

## **9. Causes of force majeure**

9.1. Failure to perform obligations under the Contract that are prevented by objective circumstances that are unforeseeable and beyond the control of the Parties shall not constitute a failure to perform. By way of example and without limitation, pandemics, wars, fires, floods, general strikes, lockouts, embargoes and orders of public authority are considered force majeure events. 9.2. The Seller may suspend performance of its obligations under the Contract when such performance is rendered impossible or objectively too onerous by an unforeseeable circumstance beyond its control. In such case, if expressly agreed between the Parties, the deadline for the execution of the supply may be extended for a period equal to the duration of the event. If the impediment continues for a period longer than 90 (ninety) days each Party may terminate the Purchase and Sale Agreement by giving written notice to the other Party.

**10. Testing and verification:** the testing and verification of the supply by the Customer must take place no later than 5 (five) calendar days after the shipment of the material. After this deadline, it shall be deemed to have been successfully performed. Where the testing and verification is required at the Customer's premises, travel expenses, travel of the assigned technical personnel, and other expenses directly occasioned by the testing and verification shall be borne by the Buyer. Testing and verification at the Buyer's premises shall not include any installation or integration of the delivery items into pre-existing systems at the Buyer's premises. Items, which are supplied with original manufacturer's calibration certificate, shall be deemed to have already been tested.

## **11 . Returns and Returns:**

11.1. Returns of goods will not be accepted unless agreed in advance and authorized in writing.

11.2. Any return may be submitted to the Supplier for evaluation within 5 (five) calendar days after delivery of the goods.

11.3. In case of failure to collect the goods within 7 (seven) calendar days from the notice of ready goods, the Vendor may terminate the contract immediately and the Customer will be required to pay a minimum amount equal to 30% of the total amount of the goods, in addition to the provisions of point 3 above.

11.4. In any event, the Seller may demand additional sums from the Customer as compensation for damages, costs, expenses or for any other reason as a result of the return of the goods or the failure to collect as referred to in this Article.

## **12. Warranty**

12.1. The delivered goods are covered by warranty for free repair or replacement of those parts that fail due to defect in construction or material defect. The warranty period is specified in the quotations in accordance with the type of products. The occurrence of failures, construction defects, material defects does not entitle the Buyer to suspend or reduce the payments agreed upon in the order.

12.2. In the event of impossibility of repair or replacement of a supply item, the consideration for the item shall be returned to the Buyer in satisfaction of all rights. Any assessment regarding the replacement, repair or recasting of the supply object shall be the sole responsibility of the Supplier.

12.3. The warranty period shall commence on the day the goods are ready for collection. If the products subject to the sale and this contract are accompanied by a calibration certificate, the warranty for what is contained therein shall commence from the date of certification.

12.4. If a repair or replacement takes place, the warranty on the repaired or replaced part is 4 months from the date of repair or replacement (date of the Transportation Document by which the return to the Customer takes place).

12.5. Any transportation costs to/from the Seller's premises in Barlassina shall always be borne by the Buyer. The Buyer shall also be responsible for the cost of travel and/or any inspections by the Seller's specialized personnel, including labor, travel and relocation expenses with reimbursement on a per list basis.

13. Repairs: material under repair shall be shipped to Seller free of all expense and risk (transportation and insurance) by Buyer upon specific authorization of Seller.

#### **14. Liability**

14.1 It is the responsibility of the Buyer to verify the suitability of the delivery items for the specific application. 14.2. The Seller makes no warranties as to the results of the specific use, by the Customer, of the supplied goods. Under no circumstances shall the Seller be held liable and shall not be called upon to pay damages in connection with the use or non-use of the supply goods also due to non-compliance with the technical characteristics stated in the reference documentation, and for loss of profit, reimbursement of costs and expenses.

15. **Reservation of title:** the goods remain the property of the Seller until payment by the Buyer of the entire price agreed upon for the sale and/or any other sum due to the Seller. 16. Prohibition of transfer to third parties. As long as the goods remain the property of Seller, Buyer shall guarantee and keep free of all liens the goods themselves, which may not be transferred to third parties. The Buyer shall be responsible for any damage that the goods may suffer. In the event of assignment to a third party and transfer without title, the Buyer and/or the third party if also liable, shall be required to pay in full the amount still due in addition to compensation for further damage, for whatever title and nature, caused by such circumstances.

16. **Prohibition of transfer to third parties:** As long as the goods remain the property of the Seller, the Buyer shall guarantee and keep free of all liens the goods themselves which may not be transferred to third parties. The Buyer shall be responsible for any damage that the goods may suffer. In the event of assignment to a third party and transfer without title, the Buyer and/or the third party if also liable, shall be required to pay in full what is still due in addition to compensation for further damage, for whatever title and nature, caused by such circumstances.

#### **17. Intellectual and industrial property, duty of confidentiality**

17.1. The Seller retains and is the exclusive owner of the ownership of all documents, designs, technical documents and know-how as well as any additional rights identified by the current legislation. Belonging to the Seller are all documents, drawings, plans, computer programs, as well as copies thereof, inventions, patents, utility models, and other industrial property rights necessary or becoming necessary for the performance of the Contract performance. Intellectual property rights, technology and methodology resulting from the works or services rendered in the performance of

the Contract, as well as records created, are the property of the Seller. Their reproduction, dissemination, distribution and alienation, even in part, is prohibited and may not, therefore, be assigned, copied, synthesized, modified, alienated, even in part. Any disclosure/use/abuse will be punished according to law and the vendor will be free to immediately terminate the Contract and claim damages.

17.2 The Customer, its employees, agents, collaborators, partners, directors, contractors and subcontractors shall keep confidential all data and documents of a technical, economic, managerial, legal, commercial and/or otherwise inherent and related, directly or indirectly, to the activity carried out by the Parties and information received from the Vendor and its affiliated and subsidiary companies, even after the expiration of the contract. Any disclosure/use/abuse will be punished in accordance with the law and the Vendor shall be free to immediately terminate the Contract and claim damages.

17.3 The Vendor warrants that the Customer's information and personal data disclosed to it will be treated in full compliance with the Applicable Law on the protection and processing of personal data. At the Seller will be collected and stored personal and business data related to the Contract for the purpose of fulfilling legal obligations. In case of refusal to provide personal and fiscal data, the Vendor will be prevented from the provision of the requested goods/service provision.

17.4. In the event that, due to legal or regulatory obligations or the request of the Public Authorities, it is necessary to communicate or disclose Confidential Information, the Parties undertake to give each other formal and timely notice by email / registered / pec to agree on the manner, timing and content of communications, in compliance with the aforementioned obligations or the provisions of the Authorities.

17.5 It is prohibited to use and reproduce, even partially, the Trademarks and Logos of Drive Italy S.r.l and its subsidiaries and affiliates.

17.6 The Parties and their employees / collaborators / partners / directors are bound to strict confidentiality on the work performed and the subject matter of the Contract.

17.7 It is expressly forbidden for the Customer to make proposals to recruit and/or hire employees of the company Drive Italy S.r.l. In case of violation of the above prohibition, the Supplier reserves the right to terminate the contract immediately and the Customer will be required to pay as a penalty a sum equal to the full value of the contract, in addition to compensation for damages.

18. **Jurisdiction:** This contract is subject to Italian law. For any dispute, the exclusive jurisdiction of the Court of Bergamo is agreed.

#### 19. **Information on the processing of personal data.**

19.1. The personal data requested and collected during the communications between the parties, in compliance with the General Data Protection Regulation (EU) 2016/679 are collected and processed electronically and/or mechanically with the purpose of: a- activating and maintaining towards the Customer the procedures for the execution of the requested services; b- maintaining a private customer archive; c- proposing services and commercial offers of computer type useful for the Customer.

19.2. Owner to the processing of personal data is the Supplier. The Customer enjoys all rights under the aforementioned Regulations, and the Law in force in Italy at the time of signing.