GENERAL TERMS OF SALE

Version 2026

1 - EFFICACY AND SCOPE OF APPLICATION - These general conditions regulate all contracts of sale for the supply of CIMM products (hereinafter the "Products") between CIMM Spa (hereinafter "the Seller") and its purchaser (hereinafter "the Customer/Purchaser"), unless otherwise agreed in writing.

These general conditions form an integral and substantial part of each proposal, order and order confirmation for the purchase of the Products, even if conferred by means of a sales representative or other intermediaries, and prevail over any different clause printed or handwritten on the orders issued by the Purchaser. The general conditions of sale applicable to each contract of sale (hereinafter the "Contract") between the Seller and the Purchaser are those in force onthe date of the order and shall remain effective until expressly revoked by the Seller or replaced by new general conditions. Any conflicting or diverging conditions of purchase or other limitations imposed by the Purchaser shall not be effective unless, in the particular case, the Seller has expressly accepted them in writing.

2 – ORDERS -

3.1 Any offers made by the Seller are informative and not binding for the same as they are intended as mere quotes.

3.2 The Purchaser's orders constitute a contractual proposal and become binding on the Seller once the latter has issued the order confirmation in writing or the Seller has issued the sales invoice. The complete fulfilment of the order by the Seller is equivalent to its confirmation and acceptance.

3.3 The purchase orders for the Products shall be complete in every part and shall contain all the elements necessary for the correct identification of the Products ordered.

3.4 If the Seller fails to execute, in whole or in part, the order confirmed and accepted by the Seller due to the unavailability of the raw material or Products ordered by the Purchaser, the Seller shall promptly inform the Purchaser, reimbursing any sums already paid by the latter for the non-executed supply. In this case, the Purchaser shall not be entitled to any further reimbursement or compensation of any kind.

3 – PRICES -

3.5 The prices indicated in CIMM's price lists in force at the time of receipt of the order or those agreed upon and set out in the order confirmation shall: a) not include any indirect taxes (VAT, sales taxes, excise duties, etc.), and b)include the packaging provided, in accordance with industry practice in relation to the means of transport agreed upon or as agreed upon between the parties, it also being understood that any other expense or charge shall be borne by the Purchaser.

3.6 The prices are intended to be calculated in Euro currency unless otherwise expressly agreed in writing between the parties. It is understood that the price list in force at the time of the offer may be subject to periodical variations at the Seller's discretion.

3.7 In the event of changes in costs that affect the price of the Product (by way of example but not limited to costs of raw materials, labour, energy,…) occurring after the order confirmation has been sent, the Seller reserves the right to modify the sale price indicated in the order confirmation. The Seller shall give prompt written notice of the change in the sale price to the Purchaser, who, within 48 hours of receiving the notice, shall have the right to cancel the confirmed order in writing, excluding any other remedy. In the absence of written communication to the contrary from the Purchaser within 48 hours of receipt of the Seller's communication, the price variation shall be understood to be accepted.

4 - DELIVERY TERM -

4.1 The terms of preparation, shipment or delivery resulting from the Seller's order confirmations are only indicative and are not binding for the Seller, being subject to production needs. Except in the case of wilful misconduct or gross negligence, any compensation for damages for delayed or non-delivery of the Products is expressly excluded.

4.2 The delivery term shall be calculated in working days and shall be suitably extended due to events constituting force majeure of any kind, such as, by way of example but not limited to, fires, floods, unforeseen shortages of raw materials and auxiliary products, difficulties in procuring them, delays by suppliers, strikes, lockouts, restrictions, embargoes, provisions of the Italian authorities or other States or Governments or supranational authorities (e.g. *OFAC* [Office of Foreign Asset Control], EU Regulations, United Nations), or other impediments, exceptional weather events, which reduce, delay, hinder or prevent manufacture and/or delivery. Any delay cannot therefore justify cancellation of the orderor a claim for damages.

5 - PLACE OF DELIVERY, RISKS AND RESERVES -

5.1 Unless otherwise agreed in writing between the Parties, deliveries are made *FCA* [Free Carrier] SELLER'S WAREHOUSE IN VIA SANTA GIUSTINA 6, CASTELLO DI GODEGO (*TV* - ITALY), INCOTERMS ® 2020. In any case, regardless of the agreed term of delivery, delivery in accordance with Article 1510 of the Italian Civil Code is always understood to be agreed at the Seller's warehouse and carried out at the time the goods are handed over to the Customer or the carrier, even if the price includes transport. The Products shall in any case travel at the Purchaser's risk, unless otherwise agreed: any claims for breakage, deterioration, tampering or missing goods, occurring during transport by carrier, must be reported by the Purchaser to the carrier within the terms provided for by law. In this regard, the Purchaser shall make a written reservation with the carrier at the time of collection of the goods and inform the Seller accordingly, the latter remaining exempted from all liability for shortages and damages occurring during transport by carrier. The Seller is not liable for any loss or damage to the Products after the transfer of risks to the Purchaser. Furthermore, the Purchaser undertakes that the carrier appointed by him for transport shall deliver to the Seller, at the latter's request, all the documentation necessary or appropriate for the Seller for customs and/or tax purposes.

5.2 The Purchaser is obliged to take delivery of the Products in the manner and within the term indicated in the order confirmation. If the Purchaser fails to take delivery of the Products within the above term, for reasons not attributable to the Seller, the delivery shall be deemed to have been made on the date foreseen, also for the effects of the transfer of risks and the commencement of the warranty, and the Purchaser shall bear all the expenses that may arise therefrom. If the Purchaser fails to take delivery within 10 days of the Seller's written notice of "goods ready for collection", the Seller shall be entitled to charge the Purchaser (as liquidated damages pursuant to Section 1382 of Italian Civil Code) a sum equal to 1% of the price of the Products ordered and not collected, per day of delay, without prejudice to any further damages. The Seller may charge the Purchaser directly for the amount of the liquidated damages referred to in this clause, by means of a simple written communication, by offsetting this amount against any sums paid as an advance by the Purchaser. If 24 (twenty-four) days have passed unsuccessfully from the notice of goods being ready, the Seller will have the right, in addition to the payment of the liquidated damages referred to in the previous paragraph, to terminate the Contract (pursuant to Article 1456 of the Italian Civil Code), and, in any case, to withhold the advances/payments received, as partial compensation for damages, without prejudice to claim any further damages, in particular for lost earnings and storage costs. However, the right of the Seller to avail itself of any remedy provided by law in connection with the Purchaser's default shall remain unaffected.

5.3 Upon receipt, the Purchaser shall immediately proceed with the inspection of the Products. Any complaints shall be made in writing. Complaints concerning apparent defects, i.e. regarding the quality of the Products and/or quantity of the packages and/or the condition of the packaging, shall be made on the relative transport document at the time of delivery, or in any case, under penalty of forfeiture, within 2 (two) working days following receipt of the Products. After this term, the Products shall be considered to all intents and purposes accepted. Furthermore, the use and/or installation of products with obvious defects excludes the possibility of disputes or claims concerning such defects.

6 - SUSPENSION OR CANCELLATION OF ORDERS - REQUEST FOR ADEQUATE GUARANTEES OF PAYMENT -

6.1 If the Purchaser does not comply, even only in part, with any of the general conditions established for the supply, or if payment difficulties are proven, or if the solvency guarantees or, more in general, the economic or financial capacity of the Purchaser are lacking or diminished, the Seller may, at its discretion: a) suspend the supply and make delivery of the Products subject to the provision of adequate payment guarantees or b) cancel the orders in progress or c) request immediate payment for the supply, without prejudice to any other remedy provided for by law.

7 - PAYMENT AND CONVENTIONAL INTEREST -

7.1 Payment shall be made exclusively according to the methods and terms provided for in the order confirmation. Payments are considered made only when the amount is effectively available on the Seller's bank account.

7.2 It is agreed that any claim or objection shall not entitle the Purchaser to suspend or otherwise delay payment for the Products in dispute, or for any other supplies. More in general, no action or objection may be brought or raised by the Purchaser unless after full payment of the Products in respect of which such claim or objection is made. The possibility of set-off between the Seller's credit for the price of the Products and any present or future credits claimed by the Purchaser against the Seller is also excluded, without the Purchaser being able to raise any objection on any grounds or for any reason whatsoever.

7.3 For any and all delays in payment, the Purchaser undertakes to pay to the Seller statutory interest for late payment at the rate of 8 percentage points above the European Central Bank's reference rate (pursuant to Italian Legislative Decree No. 231 of 09/10/2002, Article 5, as subsequently amended), with effect from the due date until payment is made, without any need for a notice of default.

8 - TRANSFER AND RETENTION OF TITLE -

8.1 Ownership of the Products shall pass to the Purchaser upon delivery. In the event of instalment payments and/or deferred payments, pursuant to and for the purposes of Article 1523 et seq. of the Italian Civil Code, the Seller shall retain ownership of the Products until they have been fully paid for by the Purchaser, including accessory debts.

8.2 The Products may be claimed wherever they are located, even if they are attached to or incorporated in goods owned by the Purchaser or third parties. During the aforementioned period until full payment, the Purchaser shall hold the Products as depositary for the Seller and therefore it shall not give them as a security or in any way dispose of the Products subject to retention of title by the Seller, without declaring the Seller's property and without giving immediate notice to the same by registered letter with return receipt or by other means of communication that ensures proof and date of receipt.

8.3 The Purchaser undertakes to take, at its own expenses, all necessary measures to establish, in the broadest and most extensive form, a title of retention that is valid in its country or in the other country to which the Products will be delivered. The Purchaser further undertakes to cooperate with the Seller in taking all measures required to protect the Seller's property rights, including informing the Seller of any event which has resulted or may result in the destruction of or damage to the Products. The Seller, in turn, shall be entitled to take, at the Purchaser's sole expenses, any measures necessary to secure the retention of title against third parties.

8.4 Non-payment within the agreed terms of even a single instalment, the amount of which exceeds one eighth of the sale price, shall entitle the Seller to consider the Contract terminated and to withhold, by way of indemnity and without prejudice to compensation for greater damages, the instalments already collected; if the Seller does not wish to make use of the express termination clause, it can make the Purchaser forfeit the benefit of the term, with the

obligation of the latter to pay the entire agreed price.

9 - WARRANTY -

9.1 The Seller provides a warranty against defects in design, materials and workmanship for a period of 24 (twenty-four) months from the date of manufacture indicated on the Product's plate.

9.2 The guarantee applies to Products used and installed by qualified personnel and will not apply in the event of negligence, tampering (addition or removal of components; work carried out by unauthorised personnel), negligent installation or installation carried out in environments that do not comply with the specifications communicated by the Seller, improper use of the Products, negligent storage of the same, force majeure. The Seller declines all responsibility for any damage that may, directly or indirectly, be caused to persons or things as a consequence of the failure to comply with all the requirements indicated in the specific documentation accompanying the Products, and in particular that concerning the warnings on installation, use and maintenance. In no event shall Seller be liable for the cost of conversion, loss of profits, delay in start-up, accidental damage or consequence of any kind arising out of the use of its Products if derived from the user's default; nor shall Seller be liable for the labour and expenses necessary to remove and reinstall the replacement product.

9.3 Complaints about hidden defects must be made, under penalty of forfeiture, by registered letter with return of receipt or other means of communication that ensures proof and date of receipt, within 7 (seven) days of their discovery, and in any case no later than the warranty period specified above. Any claim must specify precisely the defect found. Any other form of complaint, especially by telephone or sales representative, is excluded. After the defects have been promptly reported, the defective material subject to dispute, subject to the Seller's authorisation, must be delivered by the Purchaser to the headquarters of CIMM *Spa* - Via Caprera 13, Castello di Godego (*TV*) 31030 – at his own expenses for the necessary checks, or must be made available to the Seller's representatives for inspection. Once the defect has been ascertained or acknowledged, the Seller shall replace the entire product or one or more parts of the defective Products, ex-warehouse in Italy, unless it decides otherwise due to objective reasons of impossibility or inconvenience of adopting the above-mentioned remedy.

9.4 Any complaint concerning a single delivery does not release the Purchaser from the obligation to collect the remaining quantity of Products stated in the specific order, or from other orders separate from the one under consideration.

10 - LIMITATION OF LIABILITY -

10.1 No other form of guarantee, other than that provided for by clause 9, may be invoked by the Purchaser, since the obligations undertaken by the Seller to replace the Products in the hypotheses and under the conditions set forth herein are absorbent and in lieu of any other statutory warranty or liabilities provided for by law. Any liability on the part of the Seller is therefore expressly excluded, except in the case of fraud or gross negligence. In particular, no compensation and/or indemnity can be claimed for direct or indirect damage of any kind deriving from the failure or limited use of the Products.

11 - TECHNICAL DOCUMENTS, IMPORT PERMITS AND OTHER AUTHORISATIONS -

11.1 The description, technical information and drawings of the Products contained in the catalogue, price lists, brochures, websites or other similar documents are provided for information purposes only and are not binding on the Seller, which reserves the right to make any technical and aesthetic changes to its Products at any time and without prior notice, as well as to cease production of any model, without this entitling the Purchaser to raise any objection or to terminate any orders in progress and/or claim compensation and/or request reductions in the agreed price.

11.2 The only documents that the Seller will issue together with the Products are those expressly required by the European regulations in force. Any other request for technical documentation must be expressly requested by the Purchaser and approved in advance by the Seller and may be subject to additional costs. Customised Declarations of

Conformity required after the supply and/or installation of the Products are subject to additional costs.

11.3 The Purchaser warrants that the Products may be freely imported into the country of destination and formally undertakes to pay for them in full, even if at the time of import into the country of destination there are restrictions or prohibitions in this regard. The Purchaser shall indemnify and hold the Seller harmless against all taxes, levies, charges or duties applied to the Products purchased or otherwise due on account of the export, import and/or sale of the Productsin the Purchaser's country or any other country of destination. If administrative authorizations from the Seller's country are required for the export of the Products, the agreed delivery terms shall be automatically extended by the time required for the issue of such authorizations. The Purchaser declares that the Products comply with any provision of law, regulation or administrative measure in force applicable, in its own country or in the different country of destination ofthe Products, to the import and sale of the Products. In no event shall Seller be liable for any non-compliance with such laws, regulations or administrative measures.

11.4
(1) The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation and to the Republic of Belarus or for use in the Russian Federation and in the Republic of Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
(2) The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
(3) The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.
(5) The Purchaser shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

12 - FORCE MAJEURE -

12.1 Without prejudice to the Purchaser's payment obligations, which shall in any case be performed on the contractually agreed dates, no event constituting non-compliance with this Contract shall give rise to contractual liability or to compensation for any damages if it is due to the occurrence of force majeure or unforeseeable circumstances (such as, by way of example, but not limited to, general social conflicts, in particular boycotts, strikes and lock-outs, white strikes,occupation of factories and buildings, natural disasters or extreme natural events, epidemics,
pandemics, embargoes, export restrictions, armed conflicts, wars [declared or not], state measures, or of any other national or supranational authority, interference by military or civil authorities, terrorist acts, riots and civil disturbances, sabotage, acts of piracy, including computer hacking [cyber-attack], fires, even if arson, destruction of equipment,prolonged suspension of transport telecommunications or energy and in any other case of force majeure or fortuitous event provided for by the legal regulations in force), whose action is carried out in such a way as to exceed the limits of foreseeability and control reasonably attributable to the Parties, and without the culpable conduct of the Party unable to perform having contributed to the carrying out of said action. In any case, any delay or non-performance due to late deliveries from suppliers and/or difficulties in procuring raw materials and/or components shall not be considered attributable to the Seller.

12.2 The Party unable to fulfil due to a force majeure or fortuitous event shall notify the other Party within 3 (three) daysfrom the occurrence of the event preventing the fulfilment of this Contract.

12.3 Should a cause of force majeure or a fortuitous event preventing the performance of the Contract occur for more than 60 (sixty) days, each Party shall have the right to terminate the Contract by sending the other Party the appropriate notice to that effect by registered letter with return receipt or by international courier with acknowledgement of receipt.

12.4 In the event of the application of paragraph 3, and where either party has derived a benefit from the performance of the Contract prior to its termination, it shall be obliged to indemnify the other party to the extent of the value of such benefit.

In the event that the Supplier has received an advance payment, an adjustment shall be made between the costs and expenses incurred by the Seller in procuring raw materials, component parts or putting them into production up to the time of termination and the advance payment made by the Purchaser.

13 - APPLICABLE LAW AND COMPETENT COURT -

13.1 The present general conditions of sale and the individual Contracts between the Seller and the Purchaser are governed by Italian law, with the sole exclusion of the rules of private international law.

13.2 Any and all disputes relating to or in any way connected with these general conditions of sale and/or the Contracts between the Seller and the Purchaser shall be subject to the exclusive jurisdiction of the Court of TREVISO (ITALY), without prejudice to the Seller's right to bring proceedings against the Purchaser before the competent judicial authority at the Purchaser's registered office.

13.3 If the Seller prevails in any legal action, before any court, or other proceeding relating to these general conditions, the Purchaser shall reimburse the Seller for its reasonable legal fees, court costs, litigation expenses and any other costs incurred by the Seller in connection with such proceeding.

14 - FINAL PROVISIONS -

14.1 The circumstance that the Seller does not assert its rights under the General Conditions of Sale or the individual Contracts shall not be considered as acquiescence or renunciation to assert the right or provision violated, nor shall it preclude the Seller from subsequently asserting such rights or powers, or any other right or power provided in its favour under these General Conditions.

14.2 The parties expressly acknowledge that under no circumstances, not even by conclusive facts, shall the continuous and repeated sales of the Products by the Seller confer exclusivity on the Purchaser or give rise to a relationship of concession of sale, distribution, agency or collaboration for any other reason.

14.3 These general conditions are drawn up in the original Italian language and translated into English; in the event of any discrepancy, the Italian text shall prevail.

14.4 If, at any time, one or more of the provisions of these General Conditions should prove to be invalid or void, this will not affect the validity of the other provisions, which will remain valid and effective.

The Purchaser declares that it has read and understood the contents of the Seller's General Conditions of Sale shown on the back of this document and on the website www.cimmspa.com.

PURCHASER SIGNATURE

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Pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, the Purchaser declares to have carefully read the clauses of these General Conditions and specifically approves the following clauses: 1 (Purchaser Conditions Waiver) 2.4 (Order Cancellation), 3.3 (Subsequent Amendments to the Conclusion of the Contract) , 4.1 (Exclusion of Responsibility for Delivery Delays), 5.3 (Forfeiture of Warranty Rights for Failure to Notify Defects), 7.2 (Prohibition of Objections), 9.2 (Disclaimer), 9.3 (Warranty Limitation), 10.1 (Limitation of Liability), 11.3 (Indemnity), 13.3 (Applicable Law and Place of Jurisdiction).

PURCHASER SIGNATURE

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