

## GENERAL TERMS AND CONDITIONS OF SALE GIANCARLO

PEREGO S.p.A (Ed.01-2025)

### DEFINITIONS

Acceptance: the moment when the Customer declares that they have verified the conformity of the Product with the Contract, or that which occurs within 15 (fifteen) days of delivery of the Product without any reported faults and/or defects.

Customer: the natural or legal person to whom the Product is sold.

General Terms and Conditions: these general terms and conditions of sale (hereinafter also referred to as GTC for brevity).

Special Conditions: the special conditions of the Contract that derogate from the General Conditions of Sale.

Order Confirmation: the document by which the supplier confirms the Customer's Order.

Delivery: the date on which the Product is delivered to the Customer or is made available to recall.

Contract: the contract or agreement concluded by the supplier with the Customer for the transfer of ownership of the Product in exchange for payment of the price, governed by the General Terms and Conditions, any Special Terms and Conditions that derogate from the General Terms and Conditions and, where applicable, the Product Technical Specifications.

Personal Data: personal data, including that of third parties subject to the provisions of European Parliament Regulation No. 2016/679/EU (hereinafter "GDPR") and any additional rules, codes, regulations, and/or measures that may be applicable ("Privacy Regulations").

Offer: the sales offer prepared by the supplier, which contains a reference to the General Terms and Conditions and any Special Terms and Conditions, to which Technical Data Sheets and Technical Specifications are attached, if applicable.

Order: the Order signed by the Customer and received by the supplier for confirmation and express acceptance of the Special Conditions and General Conditions, also pursuant to Article 1341 of the Italian Civil Code, if applicable.

SUPPLIER: the entity selling the Product covered by the Contract, namely GIANCARLO PEREGO S.p.A.

Parties: the Supplier and the Customer.

Defective Parts: are the parts of the Product in relation to which the Customer has reported the existence of faults and/or defects within the warranty period referred to in Article 8 of the General Conditions or during the Testing referred to in Article 6 and whose faults and/or defects have been recognized by the supplier.

Penalty: the sum that the Customer will be required to pay to the Supplier in the event of non-compliance.

Price: the consideration for the Sale agreed between the Parties.

Product: the products that the supplier undertakes to supply to the Customer in execution of the Contract, whose technical characteristics are indicated in the Technical Specifications provided by the Customer or drawn up by the supplier's technical department on the basis of the drawings approved at the time of order confirmation.

Delivery Date: this is the date specified in the Contract for the Delivery of the Product.

### 1. GENERAL PROVISIONS

1.1. These General Terms and Conditions of Sale apply to all Contracts, in any form and at any time entered into with the supplier, concerning the sale of Products to the Customer. All contracts for the sale of Products that the supplier undertakes to supply to the Customer in execution of the Contract are governed by these General Terms and Conditions of Sale, which therefore form an integral and substantial part of every offer, order, and purchase order confirmation for the Products themselves, even without express reference to them and/or a specific agreement to that effect. This is because these General Terms and Conditions of Sale are understood to be fully accepted, even tacitly, by the Customer from the moment the order is placed, to be understood as inclusive of the same, and, in any case, at the time of order confirmation, and cancel, prevail over, and fully replace any other previous Contract (in any form and at any time stipulated) that may have been entered into between the Parties that should regulate the relationship between them differently, or in other forms, the relationship between them and/or that has a content different from that indicated herein, unless such different content has been expressly agreed upon by the Parties themselves in writing. Even in this case, however, these General Terms and Conditions of Sale shall continue to apply in the parts not expressly derogated from.

1.2. The supplier reserves the right to add, modify, and/or delete any provision of these General Terms and Conditions of Sale at any time, by giving notice of this on the dedicated page on the company website, it being understood that such additions, modifications, or deletions shall apply to all Contracts concluded from the tenth (10th) day following their publication on the said website.

1.3. In the event of a conflict between these GTC and the special provisions contained in the Contract, the latter shall prevail.

1.4. The Customer may not invoke or object to conditions other than those contained in these GTC, unless expressly waived in accordance with the previous point. Therefore, any general and/or specific terms and conditions of purchase of the Customer, specified on the latter's purchase order or otherwise indicated in its brochures, catalogs, websites, publications, graphic designs, projects, and anything else, shall not apply, even partially, and shall be considered null and void and therefore shall not constitute a new proposal.

1.5. Failure by the supplier to exercise a right deriving from these GTC shall not constitute a waiver of that right or any other right deriving therefrom, but shall represent mere tolerance on the part of the supplier, without this implying acceptance of anything or prejudicing the supplier in any way. In any case, the Customer waives the exercise of any right and action based, even partially, on the aforementioned tolerance.

1.6. In the event of nullity, invalidity, ineffectiveness, and/or voidability of a clause of these GTC, either in whole or in part, the other clauses shall remain valid and effective, and the Parties may renegotiate the defective clause according to criteria of fairness and good faith. If such renegotiation is unsuccessful, does not take place or is not concluded within 30 days of the date on which the defect was identified, the provisions of the applicable law indicated in Article 14 below shall apply.

1.7. It is the Customer's responsibility to take note of these General Terms and Conditions of Sale and any future updates thereto, using ordinary diligence.

## 2. FORMATION AND PERFECTION OF THE CONTRACT

2.1. Offers sent to the Customer by the supplier are not to be considered contract proposals and are therefore not binding but are merely expressions of interest, without constituting any commitment on the part of the supplier, who may therefore withdraw them at any time, even if they have already been received by the Customer.

2.2. Any order placed by the Customer—even if it complies with the offer and even if obtained through the supplier's employees and/or agents—shall not be binding on the supplier unless the supplier has expressly accepted it in writing.

2.3. The Contract between the supplier and the Customer shall only be deemed to have been concluded when the Customer's order has been accepted by the supplier by means of a written order confirmation (including by email) or when the supplier has commenced execution of the order.

## 3. INFORMATION OBLIGATIONS

3.1. The Customer shall always provide all useful and necessary information to enable the supplier to perform the Contract. The Customer shall ensure that such information is accurate and complete, assuming sole responsibility for any inaccuracy and/or incompleteness detected by the supplier.

3.2. The Customer shall provide the supplier with all the information requested by the latter.

3.3. If the Customer does not make the information referred to in this article available to the supplier or fails to provide it within the required time frame or in time for the performance of the Contract or, in any case, in accordance with the terms of the Contract, the supplier may, pursuant to Article 1460 of the Italian Civil Code, not execute the Contract, or revise the delivery date without being charged for any delay and/or non-performance.

## 4. PRICES AND TERMS OF PAYMENT

4.1. Product prices are expressed in Euro and/or USD and are net of VAT, taxes, duties, customs fees, and other fiscal charges, as well as packaging and transport costs.

4.2. Payment of the price by the Customer must be made at the supplier's domicile within the term agreed in the Contract, without the possibility of any compensation. If the term expires on a holiday or pre-holiday, payment must be made by the day before its natural expiry date.

4.3. In the event of failure to comply with the payment terms indicated in Article 4.2 of these GTC, the Customer shall be considered in default for all legal purposes, without the need for formal notice. In this case, the supplier shall be entitled to demand immediate payment of the entire amount due, with the consequent revocation of any discounts granted, and shall be entitled to demand interest on arrears in the amount provided for by Legislative Decree 231/2002 from the first day of delay. Fractions of a day or month shall be considered a full day and a full month.

4.4. In the event of a delay in payment exceeding 30 (thirty) days from the agreed due date, or even earlier, if it is objectively likely that the Customer does not wish to or cannot fulfill its obligations, the supplier shall be entitled to:

- (i) request advance payment of the entire Price or part thereof;
- (ii) request a suitable guarantee to protect its credit under the conditions indicated by the supplier;

(iii) suspend, in whole or in part, the fulfillment of its obligations until the Customer has fully fulfilled its obligations.

4.5. In the event of default by the Customer, the supplier may also terminate the contract and retain all sums paid by the Customer up to that point as a penalty, in addition to any further damages. The supplier shall also have the right to terminate any other sales contracts in progress with the Customer due to the loss of trust in the Customer, interrupting supplies in the case of a contract of continuous and/or periodic execution or by not providing supplies still to be executed and/or not yet executed, without the Customer being able to claim anything on any basis and/or for any reason, not even by way of compensation for damages.

4.6. The Customer shall be liable for any damage that may arise to the supplier as a result of non-fulfillment or incorrect (including delayed) fulfillment of the payment obligation incumbent upon them under the terms indicated above.

4.7. The supplier shall have the right to retain any sums already paid by the Customer and to offset such sums against any claims against the Customer, including in relation to other Contracts in force with the same; the Customer hereby gives its consent to such compensation and hereby waives any objection to the unenforceability of its claims, including pursuant to Article 1246 of the Italian Civil Code.

4.8. The Parties expressly acknowledge that the termination of the Contract shall be enforced pursuant to Article 1456 of the Italian Civil Code, by simple registered letter.

4.9. All judicial and extrajudicial costs incurred by the supplier as a result of the Customer's breach of any obligation shall be borne by the Customer.

4.10. After the conclusion of the Contract and until the Delivery of the Products to the Customer has been completed in full, the supplier shall be entitled to charge the Customer for any increases in the sale prices of the Products, depending on and in proportion to the objective changes in production costs resulting, by way of example but not limited to, increases in the costs of raw materials, energy, and labor, which increases were not foreseeable at the time of conclusion of the Contract, subject to written notification, including by email.

4.11. The supplier reserves the right to perform the Contract by means of partial deliveries of the Products, issuing the relevant invoices.

## 5. DELIVERY TERMS

5.1. All agreed delivery terms are purely indicative and never essential and do not entail any liability on the part of the supplier, unless otherwise expressly agreed between the Parties.

5.2. Unless otherwise agreed between the Parties and except in cases of wilful misconduct or gross negligence, any delay in delivery with respect to the agreed terms shall not constitute a breach by the supplier and shall not entitle the Customer to request termination of the Contract and/or claim compensation for damages of any kind. In any case, the supplier shall not be liable for delays due to causes beyond its control, including, but not limited to, those due to a lack of raw materials and/or electricity; machinery breakdowns; interruptions in rail service and/or other services related to the transport of goods, where applicable; lack of vehicles or wagons for loading; mobilizations, insurrections, blockades, or wars in countries supplying raw materials; suspensions of services by employees; occupation of the plant; floods, public disasters, natural disasters, floods, fires,

explosions, hurricanes, storms, earthquakes, wars, terrorist acts, sedition, insurrection, sabotage, strikes; any measures and/or provisions by public authorities, including foreign authorities, that prevent the supplier from fulfilling its obligations, and any other act or event, even of a nature different from those listed, that exceeds the supplier's capacity to exercise proper and reasonable control in practice as a seller and/or importer; circumstances that cannot give rise to any liability on the part of the supplier for any reason and/or cause, nor entitle the Customer to compensation for damages or termination of the Contract in force with the supplier, unless otherwise expressly agreed in writing between the Parties.

5.5. The delivery of the Products is understood to be "Ex Works" as indicated in the order confirmation ("Ex Works - EXW" Incoterms® ICC 2020), unless otherwise agreed.

5.6. Unless otherwise agreed, the supplier is free to determine the methods of transport, even where this is the responsibility of the Customer and/or in the event of delayed collection of the Products by the Customer.

5.7. The Customer shall bear all costs and risks relating to the Products from the moment of delivery. Once delivery has been made, any additional costs, including unloading, further transport and insurance, shall be borne by the Customer at its own expense and risk. Any damage resulting from transport must be reported to the carrier/shipper in accordance with Article 1693 of the Italian Civil Code.

5.8. The supplier will not collect the packaging material, which will be disposed of by the Customer at its own expense.

## 6. COMPLAINTS - WARRANTY FOR DEFECTS

6.1. The Customer is required to verify at the time of delivery that the products comply with the Contract. Any complaints relating to apparent defects and/or flaws in the Products (i.e., defects and/or flaws that can be recognized with ordinary diligence) must be reported in writing no later than eight (8) days after delivery.

6.2. Any non-apparent defects and/or flaws (i.e., "hidden" defects) must be reported to the supplier in writing, under penalty of forfeiture, within eight (8) days of their discovery or from when the Customer should have discovered them through careful examination and verification of the Product pursuant to Article 1495 of the Italian Civil Code.

6.3. The notification referred to in points 8.1 and 8.2 must contain a detailed description of the reported fault and/or defect, indicating its nature and type. If the complaint is not communicated in the manner and within the terms set out in these Conditions, the Products delivered shall be deemed to comply with the contractual agreements and thus accepted.

6.4. The Customer agrees that the supplier may examine the validity of the complaint of faults and/or defects by inspecting and checking the Products and undertakes, if the supplier so requests, also for the purpose of carrying out inspections and checks, to return the defective Products at its own expense, delivering them without delay within 15 (fifteen) days. The Customer is required to prove that the reported defects and/or flaws already existed at the time of delivery of the Products. It is understood that the Customer will lose any right to contest the existence of defects and/or flaws if they fail to prove that the Products have been used or stored properly or fail to return them to the supplier if requested to do so for the above verifications.

6.5. If the complaint is deemed justified, the supplier, at its discretion and unless otherwise agreed, will:

i) repair the Products, thus remedying the faults and/or defects, including by commissioning third parties to repair and/or replace the defective parts;

ii) provide replacement Products in exchange for the return of the defective Products;

iii) terminate the contract and, upon return of the Products, refund the amounts already paid;

iv) authorize the Customer to appoint a third party to remove the faults and/or defects, paying the cost after approval of the relevant estimate; in this case, the supplier shall not be liable for any faults and/or defects claimed by the Customer after removal by the third party, whatever their origin and/or cause.

6.6. Rejected goods may only be returned with the prior written consent of the supplier.

6.7. In any case, it is understood that the supplier's warranty shall be limited to an amount equal to the price paid by the Customer for the Products found to be non-compliant, defective, or faulty, excluding any compensation for any further damages and expenses of any kind.

6.8. Any complaints or disputes shall not entitle the Customer to suspend or delay payment for the Products subject to dispute or for other supplies.

## 7. LIABILITY

7.1. Except in cases of wilful misconduct or gross negligence on the part of the supplier and its employees, the guarantees referred to in Article 8 above are exhaustive and replace all guarantees or liabilities provided for by any applicable legislation, law and/or regulation and exclude any other possible liability (whether contractual or non-contractual) of the supplier arising from the performance of the Contract.

7.2. The supplier shall in no event be liable for any damage or loss (i) resulting from faults and/or defects in the Products in relation to which the Customer has not submitted a complaint within the terms set out in Article 8,

(ii) if the Customer has used the Products subject to complaint of faults and/or defects without the prior written authorization of the supplier.

7.3. In any case, the Customer shall assume sole responsibility for any liability arising from the use of the Products, undertaking to indemnify and hold harmless the supplier from any claim for compensation made by third parties for damages of any kind arising from the Products.

## 8. CONFIDENTIALITY OBLIGATIONS – PROTECTION OF PERSONAL DATA

8.1. The Customer undertakes, without any time limit and even after the termination of the Contract, for any reason whatsoever, to keep strictly confidential, to take all necessary measures to ensure that they remain strictly confidential and, in any case, not to disclose to third parties the information, experiences, and data of the supplier acquired and/or processed in connection with and/or during the execution of the Contract, all of which are hereby understood to be unconditionally confidential and subject to, except with the express written consent of the supplier, compliance with a legal obligation and/or an order from the Judicial Authority (including, in particular and by way of example and without limitation, drawings and technical documents originating from the supplier).

8.2. The Customer and the supplier mutually acknowledge that the information that will be disclosed by one party to the other in connection with and/or during the performance of the Contract may concern and/or contain personal data, including that of third parties (the "Personal Data") subject to the provisions of European Parliament Regulation No. 2016/679/EU (hereinafter "GDPR") and other applicable rules, codes, regulations, and/or provisions ("Privacy Regulations").

8.3. In the event of the processing of Personal Data, the Party performing such processing undertakes to comply with the GDPR and the Privacy Regulations, in any case processing the aforementioned Personal Data exclusively for purposes strictly related to the performance of the Contract, in order to guarantee its security and confidentiality and storing it for the time strictly necessary to achieve the purposes for which it is processed or for the longer time necessary to ensure compliance with any legal obligations.

8.4. The Customer may not in any way exploit the relationship with the supplier for promotional and/or commercial purposes without the prior written authorization of the supplier itself.

## 9. INTELLECTUAL PROPERTY

9.1. Copyrights, patents, trademarks, and any other intellectual and/or industrial property rights relating to the Products and/or the supplier shall remain the full and exclusive property of the supplier. The sale of the Products shall in no case result in the transfer, even partial or temporary, of such rights.

9.2. The Customer is not authorized to use the supplier's designs, drawings, or technical documents, even in modified form and even if the Products have been created in agreement with the Customer, without the supplier's authorization.

9.3. The Customer may not use and/or employ the Products in ways and/or for purposes other than those provided for in the Contract.

9.4. The Customer undertakes to inform the supplier as quickly as possible and without delay of any violation of the latter's intellectual property rights of which it becomes aware and shall provide, at the supplier's request, all assistance that the latter may require to defend its rights.

9.5. The Customer guarantees that the Products manufactured by the supplier in accordance with the technical specifications provided by the Customer do not infringe any copyrights, patents, trademarks, or any other intellectual or industrial property rights of third parties. The Customer undertakes to indemnify and hold harmless the supplier against any claims, including claims for compensation, by third parties for the use of such rights.

## 10. FORCE MAJEURE

10.1. The supplier shall be entitled to suspend performance of the Contract, without incurring any liability, in the event that a cause of force majeure prevents or hinders such performance. The supplier shall notify the Customer in writing as soon as possible of the occurrence and cessation of the causes of force majeure.

10.2. For the purposes of this article, force majeure events are considered to be those events that the supplier is unable to prevent and avoid and that prevent delivery, including, but not limited to: acts of war and similar events, acts of terrorism or sabotage, epidemics, natural disasters, explosions, fires, destruction of machinery, prolonged suspension of transport, lack of raw materials or fuels, machine failure, strikes, lockouts,

occupation of factories and buildings, measures taken by any government authority, regardless of whether such events occur within the scope of the supplier's or its suppliers' activities.

10.3. In the event of exceptional, extraordinary, and unforeseeable events at the time of conclusion of the Contract that make the performance of the Contract excessively burdensome for the supplier, the latter shall be entitled to terminate the Contract, in whole or in part, without being obliged to pay any compensation, unless the Customer offers to amend the Contract to make it fair, bearing the full cost of the additional costs.

## 11. AUTOMATIC TERMINATION

11.1. The Contract shall cease to be effective with immediate effect, also pursuant to Article 1353 of the Italian Civil Code, without any compensation or indemnity being due, in the following cases:

- (a) if one of the Parties is subject to bankruptcy, composition with creditors, or any other insolvency or liquidation proceedings;
- (b) if a Party suspends its activities for a period exceeding three (3) consecutive months.

## 12. LANGUAGE OF THE AGREEMENT, APPLICABLE LAW, AND EXCLUSIVE JURISDICTION

12.1. This Contract is translated both in Italian neither in English. In the event of discrepancy between the translation, the reference will be made to Italian language.

12.2. These General Terms and Conditions of Sale and the Contract are governed by Italian law. The application of the Vienna Convention on the International Sale of Goods is excluded.

12.3. Any dispute arising from these General Terms and Conditions of Sale or the Contract, if not settled amicably during a preliminary attempt at conciliation, concerning its validity, effectiveness, interpretation, termination, and any other matter relating to it, arising from and connected with it, shall be referred to the exclusive jurisdiction of the Court of Milan.

## 13. FINAL PROVISIONS

13.1. The Customer may not assign the Contract or any credit or obligation arising therefrom to third parties in any form without the prior written consent of the supplier.

13.2. The Customer shall have the right to assign or transfer the Contract to affiliated companies at any time, subject to written notification to the Customer.

13.3. The Customer hereby declares that it accepts, pursuant to and for the purposes of Article 1264 of the Italian Civil Code, any assignment of the supplier's claims against it to factoring companies or equivalent entities, expressly exempting the supplier from any other notification obligation, with the exception of confirmation of the assignment on the invoice sent to the Customer.

13.4. The invalidity or ineffectiveness of any provision of these General Terms and Conditions of Sale or of the Contract shall not affect the validity and effectiveness of the remaining clauses, which are legally and functionally independent, except as provided for in Article 1419, paragraph I, of the Italian Civil Code. The parties, in accordance with the principles of good faith and fairness, shall replace the invalid or ineffective clause with a new clause that reflects, as far as possible, the intentions and economic purposes pursued by the replaced clause.

## 14. TAXES AND OTHER CHARGES

14.1. All taxes and/or duties and/or charges of any kind relating to the subject matter of these GTC and any other applicable agreements shall be borne by the Customer.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that they have read and thoroughly analyzed the above General Terms and Conditions of Contract and have evaluated each clause and part thereof and therefore specifically acknowledge, accept, and approve the clauses referred to in Articles 1. GENERAL PROVISIONS (unilateral right of the supplier to add, modify, and/or delete the provisions of the GTC); 3. INFORMATION OBLIGATIONS (exception of non-performance; refusal to perform); 4. PRICES AND TERMS OF PAYMENT (right to request advance payments and/or surety and/or to suspend performance; right to terminate or suspend all pending contracts, penalties, limits on compensation for damages); 5. DELIVERY TERMS (limitations of liability for delayed delivery or related to transport); 6. RETENTION OF TITLE (obligations of custody and insurance, prohibition of alienation, obligation of return); 7. COMPLAINTS - WARRANTY FOR DEFECTS (methods and terms of complaint, forfeiture, limits on disputes, right to terminate the contract, limitations on warranty obligations, prohibition of delay and suspension of payments); 8. LIABILITY (limitation of liability for defects and/or flaws, obligation to indemnify third parties); 9. INTELLECTUAL PROPERTY (acquisition of industrial and intellectual property rights); 10. FORCE MAJEURE (suspension or termination of the contract, limitations on compensation); 11. AUTOMATIC TERMINATION (conditions for termination of the contract); 12. LANGUAGE OF THE CONTRACT, APPLICABLE LAW, AND EXCLUSIVE JURISDICTION (exclusion of the applicability of the Vienna Convention on the International Sale of Goods, exclusive jurisdiction); 13. FINAL PROVISIONS (prohibition on the transfer of the contract by the Customer; advance acceptance of the transfer of receivables by the Supplier).