



GIANCARLO PEREGO S.p.A.

MOULDS FOR GLASS INDUSTRIES

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GENERAL CONDITIONS OF SALE

DEFINITIONS

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

Civil Code: means the Italian Civil Code approved by Royal Decree No. 262 of 16 March 1942 as subsequently amended.

General Conditions of Sale: means these general terms and conditions of sale, hereinafter also referred to, for brevity, as the "General Conditions" or "GCS".

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

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

Contract: means the agreement entered into by the Supplier and the Customer, having as its subject matter the transfer of title to the Product in consideration for payment of the Price, governed by the General Conditions, any Special Conditions derogating from the General Conditions of Sale and, where applicable, the Product Technical Specifications.

Personal Data: means personal data, including that of third parties, subject to Regulation (EU) 2016/679 of the European Parliament, hereinafter the "GDPR", and any other applicable laws, codes, regulations and/or measures, collectively the "Privacy Legislation".

Offer: means the sales offer prepared by the Supplier, containing a reference to the General Conditions of Sale and any Special Conditions, and to which, where applicable, Technical Sheets and Technical Specifications are attached.

Order: means the order signed by the Customer and received by the Supplier for confirmation and acceptance of the Offer. Acceptance of the Offer through the Order entails automatic acceptance of the General Conditions, also pursuant to Article 1341 of the Civil Code, where applicable.

Supplier: means the party selling the Product which is the subject of the Contract, namely GIANCARLO PEREGO S.p.A.

Parties: means the Supplier and the Customer.

"Defective Parts": means the parts of the Product in relation to which the Customer has raised objections regarding the existence of defects and/or non-conformities within the warranty period referred to in Article 8 of these General Conditions and whose defects and/or non-conformities have been acknowledged by the Supplier.

Penalty: means the sum that the Customer shall be required to pay to the Supplier in the event of breach.

Price: means the sale price agreed between the Parties.

Product: means the products that the Supplier undertakes to supply to the Customer in performance of the Contract, the technical characteristics of which are indicated by the Technical Specifications provided by the Customer or prepared by the Supplier's technical office on the basis of the drawings approved upon Order Confirmation.

Delivery Date: means the deadline provided for by the Contract for Delivery of the Product.

1. GENERAL PROVISIONS

1.1. These General Conditions of Sale apply to all Contracts, in whatever form and at whatever time entered into with the Supplier, having as their subject matter the sale of the Products to the Customer. All Contracts for the sale of the Products that the Supplier undertakes to supply to the Customer are governed by these General Conditions of Sale, which therefore form an integral and substantial part of every Offer, Order and Order Confirmation for the purchase of such Products, even in the absence of any express reference thereto and/or specific agreement to that effect. This is because these General Conditions of Sale are deemed to have been fully accepted, even tacitly, by the Customer as from the Order and, in any event, upon Order Confirmation, provide that the Offer contains a reference to them, with their reference via a link on Giancarlo Perego website page "Sales Conditions" (<http://gperegoinc.it/en/sales-conditions/>).

These General Conditions of Sale cancel, prevail over and entirely replace any other prior Contract, in whatever form and at whatever time entered into, that may have arisen between the Parties and that regulate, or may regulate in other forms, their relationship differently and/or that has content different from that indicated herein, unless such different content has been expressly agreed in writing by the Parties. In any such case, however, these General Conditions of Sale continue to apply to the parts not expressly derogated from.

1.2. The Supplier reserves the right to add, amend and/or delete any provision of these General Conditions of Sale at any time, giving notice thereof even solely through the dedicated page on the company website, it being understood that such additions, amendments or deletions shall apply to all Contracts concluded as from the tenth (10th) day following their publication on said website.

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

1.4. The Customer may not invoke or raise any conditions other than those contained in these GCS, unless expressly derogated from pursuant to the preceding paragraph. Therefore, any general and/or special conditions of purchase of the Customer, stated in the Customer's purchase order or otherwise possibly indicated in brochures, catalogues, websites, publications, drawings, projects and whatever else, shall not apply, even in part, and shall be deemed as not written and shall therefore not constitute a new offer.

1.5. The Supplier's failure to exercise a right arising from these GCS shall not constitute a waiver of such right or of any other right arising therefrom, but shall merely amount to tolerance by the Supplier, without this implying acceptance of anything whatsoever or causing any prejudice to the Supplier. In any event, the Customer waives the exercise of any right and action based, even in part, on such tolerance.

1.6. In the event that any clause of these GCS is void, invalid, ineffective and/or voidable, in whole or in part, the remaining

clauses shall remain valid and effective, and the Parties may renegotiate the defective clause in accordance with principles of fairness and good faith; if such renegotiation is unsuccessful, does not take place or is not concluded within 30 days from the date the defect is identified, the provisions of the applicable law referred to in Article 12 below shall apply.

1.7. It is the Customer's responsibility, exercising ordinary diligence, to acquaint itself with these General Conditions of Sale and any future updates thereto.

2. FORMATION AND PERFECTION OF THE CONTRACT

2.1. Offers transmitted to the Customer by the Supplier shall not be deemed contractual offers and shall therefore not be considered binding, but shall have the character of a mere expression of interest, without constituting any commitment on the part of the Supplier, which may therefore withdraw them at any time, even after they have already been received by the Customer.

2.2. Any Order from the Customer, even if consistent with the Offer and even if obtained through the Supplier's employees and/or agents, shall not be binding on the Supplier unless expressly accepted by the Supplier in writing.

2.3. The Contract between the Supplier and the Customer shall be deemed concluded only when the Customer's Order has been accepted by the Supplier by written Order Confirmation, including by e-mail, or when the Supplier has commenced performance of the Order.

3. INFORMATION OBLIGATIONS

3.1. The Customer shall always provide all information useful and necessary 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 identified by the Supplier.

3.2. The Customer shall provide the Supplier with all information requested by it.

3.3. If the Customer fails to make available to the Supplier the information referred to in this article, or is unable to provide it within the required time limits or in time for performance of the Contract, or in any event in a manner consistent with the procedures set out in the Contract, the Supplier may, pursuant to Article 1460 of the Civil Code, refrain from performing the Contract or revise the Delivery Date, without any delay and/or breach being attributable to it for such reason.

4. PRICES AND TERMS OF PAYMENT

4.1. The prices of the Products are stated in Euro and/or USD and are exclusive of VAT, taxes, duties, customs charges and other fiscal charges, as well as packaging and transport costs.

4.2. Payment of the Price by the Customer shall be made at the Supplier's place of business within the term agreed in the Contract, without any possibility of set-off. If such term falls on a public holiday or on the day immediately preceding a public holiday, payment shall be made by the day preceding its natural expiry.

4.3. In the event of failure to comply with the payment terms set out in Article 4.2 of these GCS, the Customer shall, for all legal purposes, be deemed in default, without any formal notice of default being required. In such case, the Supplier shall be entitled to demand immediate payment of the entire outstanding amount, with the consequent withdrawal of any discounts granted, and shall be entitled to claim default interest at the rate provided for by Legislative Decree No. 231/2002, as from the first day of delay. Fractions of a day or month shall be deemed to be 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 before the expiry of such 30 (thirty) days where it is objectively probable that the Customer does

not wish or is unable to perform its obligations, the Supplier shall be entitled to:

- (i) require advance payment of the entire Price or part thereof;
- (ii) require adequate surety or bank guarantee to secure its claim on the terms indicated by the Supplier;
- (iii) suspend, in whole or in part, performance of its own obligations until the Customer has fully performed its own.

4.5. In the event of the Customer's breach, the Supplier may also terminate the Contract and retain, by way of penalty, all sums paid up to that time by the Customer, in addition to any greater damages. The Supplier shall also have the right to terminate any other sales contracts then in force with the Customer due to the loss of confidence in the Customer, ceasing deliveries in the case of a continuing and/or periodic contract or refraining from making any remaining and/or pending deliveries, without the Customer being entitled to claim anything whatsoever on any ground and/or reason, not even by way of damages.

4.6. The Customer shall be liable for any damage that may arise to the Supplier from the Customer's breach or incorrect, including delayed, performance of the payment obligation borne by it within the above terms.

4.7. The Supplier shall have a right of retention over any sums already paid by the Customer, and may set off such sums against claims it may have against the Customer, also in relation to other contracts in force with the same Customer; the Customer hereby gives its consent to such set-off and waives in advance any objection as to the enforceability of its claims, also pursuant to Article 1246 of the Civil Code.

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

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

4.10. Following conclusion of the Contract and until delivery of the Products to the Customer has been completed in full, the Supplier shall be entitled to charge the Customer any increases in the sales prices of the Products, in proportion to objective changes in production costs resulting, by way of example and not limitation, from increases in the costs of raw materials, energy and labour, increases not foreseeable at the time of execution of the Contract, subject to written notice, including by e-mail.

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 shall never be essential and shall entail no liability on the part of the Supplier, unless otherwise expressly agreed between the Parties.

5.2. Unless otherwise agreed between the Parties and save in cases of wilful misconduct and 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 to claim compensation for damages of any kind. In any event, the Supplier shall not be liable for delays depending on causes not attributable to it, such as, by way of example and not limitation, those solely attributable to the carrier, due to lack of raw materials and/or electrical power; machinery breakdowns; interruptions of railway service and/or other services connected with the transport of the goods; lack of vehicles or wagons for loading; mobilisations, insurrections, blockade or war in states supplying raw materials; suspension of work by employees; occupation of the plant; floods, public calamities, natural disasters, inundations, fires, explosions, storms, earthquakes, wars, terrorist acts, sedition, insurrection, sabotage,

strike; any measures and/or orders of public authorities, including foreign authorities, preventing the Supplier from performing its obligation; and any other act or fact, even of a different nature from those listed above, exceeding the degree of control reasonably and properly exercisable by the Supplier in its capacity as seller and/or importer, circumstances which cannot give rise to any liability of the Supplier whatsoever 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.

5.3. If the Customer requests the Supplier to arrange Delivery of the Products in a manner different from "Ex works" as indicated in the Order Confirmation ("Ex Works - EXW" Incoterms® ICC 2020), the Supplier shall be exempt from any liability arising from transport, even in the event of delayed or failed delivery and/or damage to the goods.

5.4. Unless otherwise agreed, the Supplier may freely determine the means of transport, even where this falls within the Customer's responsibility and/or in the event of delayed collection of the Products by the Customer.

5.5. The Customer shall bear in full all costs and risks relating to the Products as from the moment of delivery. Once delivery has been made, any further costs, including unloading, and any further transport and insurance operations shall be borne, at the Customer's care, expense and risk, by the Customer. Any damage resulting from transport shall be claimed against the carrier/freight forwarder pursuant to Article 1693 of the Civil Code.

5.6. The Supplier shall not collect the packaging material, which shall be disposed of by the Customer at its own care and expense.

6. COMPLAINTS — WARRANTY FOR DEFECTS

6.1. The Customer shall verify, at the time of delivery, that the Products conform to the Contract. Any claims relating to apparent defects and/or non-conformities of the Products, meaning defects and/or non-conformities recognisable by the exercise of ordinary diligence, must be notified in writing within and no later than fifteen (15) days from delivery.

6.2. Any non-apparent defects and/or non-conformities, meaning "hidden" defects, must be notified to the Supplier in writing, on pain of forfeiture, within fifteen (15) days from their discovery or from the time when the Customer should have discovered them by means of careful examination and inspection of the Product pursuant to Article 1495 of the Civil Code.

6.3. The notice referred to in points 6.1 and 6.2 shall contain a detailed description of the defect and/or non-conformity complained of, indicating its nature and type. If the claim is not communicated in the manner and within the time limits set out in these Conditions, the delivered Products shall be deemed to conform to the contractual terms and to have been accepted accordingly.

6.4. The Customer agrees that the Supplier may assess the validity of the claim of defects and/or non-conformities by inspecting and checking the Products and undertakes, if requested by the Supplier for the purpose of carrying out inspections and checks, to return the defective Products at its own expense and to deliver them without delay within 15 (fifteen) days. The Customer shall prove that the defects and/or non-conformities claimed already existed at the time of delivery of the Products. It is understood that the Customer shall lose any right to contest the existence of defects and/or non-conformities if it fails to prove that the Products were used or stored properly or fails to return them to the Supplier upon request for the above-mentioned checks.

6.5. If the claim is deemed well-founded, the Supplier, at its discretion and unless otherwise agreed, shall provide to:

(i) repair the Products, thereby remedying the defects and/or non-conformities, including by outsourcing the repair and/or replacement of defective parts to third parties;

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

(iii) terminate the Contract and, upon return of the Products, reimburse the amounts already paid;

(iv) authorise the Customer to engage a third party to remove the defects and/or non-conformities, paying the cost thereof subject to approval of the relevant quotation; in this case, the Supplier shall not be liable for any defects and/or non-conformities claimed by the Customer after the removal carried out by the third party, whatever their origin and/or cause.

6.6. Rejected goods may be returned only with the Supplier's written consent.

6.7. In any event, 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-conforming, defective or faulty, excluding any compensation for any further damages and costs of any kind.

6.8. Any claims or disputes shall not entitle the Customer to suspend or otherwise delay payment for the Products subject to the dispute, nor, even less, for other supplies.

7. LIABILITY

7.1. Save in the cases of wilful misconduct or gross negligence of the Supplier and its employees, the warranties set out in the preceding point 6 are exclusive and supersede all warranties or liabilities provided for by any applicable regulation, law and/or regulation, and exclude any other possible liability (whether contractual or non-contractual) of the Supplier arising in any way from performance of the Contract.

7.2. The Supplier shall in no event be liable for damages or losses: (i) resulting from defects and/or non-conformities of the Products in relation to which the Customer has not submitted a claim within the time limits set out in point 6;

(ii) if the Customer has used the Products subject to a claim of defects and/or non-conformities without the Supplier's prior written authorisation.

7.3. In any event, the Customer shall assume exclusively any liability arising from the use of the Products and undertakes to indemnify and hold harmless the Supplier from any claim for compensation brought 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 also after termination of the Contract, for whatever reason, to keep strictly confidential, to adopt all necessary measures to ensure that they remain strictly confidential and, in any event, not to disclose to third parties the Supplier's information, know-how and data, including in particular and by way of example only, drawings and technical documents originating from the Supplier, acquired and/or processed in connection with and/or on the occasion of performance of the Contract, all of which are hereby deemed unconditionally confidential, save for the Supplier's express written consent, compliance with a legal obligation and/or an order of the Judicial Authority.

8.2. The Customer and the Supplier mutually acknowledge that the information disclosed by one party to the other in connection with and/or on the occasion of performance of the Contract may concern and/or contain personal data, including that of third parties ("Personal Data"), subject to Regulation (EU) 2016/679 of the European Parliament ("GDPR") and any other applicable laws, codes, regulations and/or measures ("Privacy Legislation").

8.3. In the event of processing of Personal Data, the Party carrying out such processing undertakes to comply with the GDPR and the Privacy Legislation, in any event processing the said Personal Data solely for the purposes strictly connected with performance of the Contract, so as to ensure their security and confidentiality and retaining them for the time strictly necessary to achieve the purposes for which they are processed or for the longer time necessary to ensure compliance with any legal obligations.

8.4. The Customer shall in no way exploit the relationship with the Supplier for promotional and/or commercial purposes without the Supplier's prior written authorisation.

9. INTELLECTUAL PROPERTY

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

9.2. The Customer is not authorised to use the Supplier's designs, drawings or technical documents, even if in modified form and even where the Products were created in agreement with the Customer, without the Supplier's possible authorisation.

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

9.4. The Customer undertakes to inform the Supplier, as rapidly as possible and without any delay, of any infringement of the intellectual property rights belonging to the latter of which it becomes aware, and shall, at the Supplier's request, provide all assistance that the latter may need in order to defend its rights.

9.5. The Customer warrants that the Products manufactured by the Supplier in accordance with the technical specifications provided by the Customer itself do not infringe any copyright, patent, trademark or any other intellectual or industrial property right of third parties. The Customer undertakes to indemnify and hold harmless the Supplier against any claim, including claims for damages, by third parties arising from the use of such rights.

10. FORCE MAJEURE

10.1. The Supplier shall be entitled to suspend performance of the Contract, without this entailing any liability on its part, in the event that a force majeure event prevents or hinders such performance. The Supplier shall notify the Customer in writing, as soon as possible, of the occurrence and cessation of the force majeure event(s).

10.2. For the purposes of this article, force majeure events shall mean those events that the Supplier is unable to prevent or avoid and that prevent delivery, including by way of example and not limitation: 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 fuel, machine breakdown, strikes, lockouts, occupation of factories and buildings, and measures of any governmental authority, regardless of whether such events occur within the Supplier's or its suppliers' sphere of activity.

10.3. In the event of exceptional, extraordinary and unforeseeable events occurring at the time of conclusion of the Contract, rendering 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 so as to restore equity, bearing the additional costs in full.

11. AUTOMATIC TERMINATION

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

- (a) if either Party becomes subject to bankruptcy, composition with creditors or any insolvency or liquidation proceedings;
- (b) if a Party suspends its business activity for a period exceeding three (3) consecutive months.

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

12.1. The Contract is available in both Italian and English. In the event of any discrepancy between the two versions, the Italian language version shall prevail.

12.2. These General Terms and Conditions of Sale and the Contract are governed by Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is expressly excluded.

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

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 Supplier 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 further notification obligation, with the exception of confirmation of the assignment on the invoice issued 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 1, of the Italian Civil Code. The Parties shall, in accordance with the principles of good faith and fairness, replace any invalid or ineffective clause with a new clause that reflects, as far as possible, the intentions and economic purposes of the replaced clause.

14. TAXES AND OTHER CHARGES

14.1. All taxes, 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 Civil Code, the Customer declares that it has read and thoroughly examined the above-mentioned General Conditions of Contract and has assessed each clause and part thereof, and therefore specifically knows, accepts and approves the clauses set out in Articles 1. GENERAL PROVISIONS (unilateral right of the Supplier to add, amend and/or delete provisions of the GCS); 3. INFORMATION OBLIGATIONS (exception of non-performance; refusal to perform); 4. PRICES AND PAYMENT TERMS (right to require advance payments and/or a surety guarantee and/or to suspend performance; right to terminate or suspend all pending contracts, penalty, limits on damages); 5. DELIVERY TERMS (limitations of liability for delayed delivery or transport-related issues); 6. CLAIMS — WARRANTY FOR DEFECTS (notice procedure and time limits, forfeiture, limits on objections, right to terminate the contract, limitations on warranty obligations, prohibition of delay and suspension of payments); 7. LIABILITY (limitation of liability for defects and/or non-conformities, obligation to indemnify third parties); 8. CONFIDENTIALITY OBLIGATIONS — PERSONAL DATA PROTECTION (obligations surviving the Contract); 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 (termination conditions of the contract); 12. LANGUAGE OF THE CONTRACT, APPLICABLE LAW AND EXCLUSIVE JURISDICTION (exclusion of the application of the Vienna Convention on the International Sale of Goods, exclusive jurisdiction); 13. FINAL PROVISIONS (prohibition on assignment of the contract by the Customer; advance acceptance of assignment of claims held by the Supplier).