

**Art. 1 - Foreword**

Sales made by Lumson S.p.A. (hereinafter Lumson) are governed without exception by the following terms and conditions of sale CGV.LMS.001A (hereinafter Terms and Conditions of Sale). Any amendment to these Terms and Conditions of Sale shall be binding only if made in writing and signed by both parties. Whatever the case, it is explicitly understood that no terms and conditions of purchase imposed by the Customer, if any, shall apply to dealings between Lumson and the Customer; consequently, any such terms and conditions cannot be enforced on Lumson, and the Customer thus hereby agrees to abstain from making or taking any claim, demand and/or action in connection with them. Should the Customer fail to return these terms and conditions duly signed within five days of them being sent by Lumson, the Customer shall nonetheless be deemed to have accepted these terms and conditions and all clauses thereof, which shall hence be applicable.

**Art. 2 - Performance of the contract**

Any order submitted by the Customer is irrevocable, without prejudice to Lumson's right to cancel it. The sales contract comes into effect only once Lumson's Order Confirmation has been issued. Supply of part of the Goods ordered without first having an Order Confirmation signed by the Customer shall not be construed as Lumson's approval of the rest of the order, instead it shall be construed only as approval of that part of the Goods actually ordered and delivered. Any changes to the order, requested by the Customer, once the Order Confirmation has been issued by Lumson shall be handled in accordance with the provisions set out in article 12 herein.

**Art. 3 - Goods to be supplied**

The supply of Goods strictly refers to the products, quantities, prices and expense items given on Lumson's Order Confirmation. It shall be the Customer's responsibility to check, at all times: 3.1: that Lumson products are technologically fit for purpose and comply with the regulations in force for whatever purpose the Customer intends to use said Products for; 3.2: that Lumson products are compatible with those items the company plans to assemble them with; 3.3: that Lumson products are compatible with the formula that said items will come into contact with; hence Lumson will not accept any claim that can be attributed to the Customer's failure to perform the three above-mentioned checks. Whatever the case, the Customer will not be entitled to make any claim any later than 10 days after delivery of the Goods.

To meet production requirements, the quantity of custom items may vary up or down by +/- 10% of the quantity given on the Order Confirmation.

**Art. 4 - Samples of goods**

Lumson is prepared to send samples of standard items, while reserving the right to charge the relevant costs. Should the Customer request items with custom colors and decorations (BAT), once Lumson has confirmed feasibility, the Customer will be charged a contribution towards the cost of their manufacture. The Customer bears sole responsibility for checking that its products are compatible with Lumson's products, as set out in art. 3.

**Art. 5 - Prices**

The applicable prices are the prices explicitly specified on the Order Confirmation; they do not include any provisions or expenses other than those mentioned and, more specifically, do not include tariffs and taxes that may be applicable at the place of delivery.

The sale price given by Lumson is the price in effect at the date of the Order Confirmation, while it is understood that said price may be subject to change at a later date. Consequently, the Customer acknowledges that Lumson shall be entitled to review the price of the Products on a regular basis and — where a Customer has already submitted an order — shall be entitled to send said Customer an amended Order Confirmation quarterly indicating the new sale price (which may be lower or higher). The Customer will be required to sign the amended Order Confirmation, accepting the new price, and return it to Lumson within 30 days of its receipt. If this does not happen, then the order shall be deemed to have been cancelled by the Customer, who will still be required to pay for any Goods already produced.

Unless there are arrangements to the contrary, the prices do not include costs, taxes, duties and levies of any kind (such as VAT, extra costs for additional testing, inspections, stamp duty, bank charges). The Customer shall bear sole responsibility for filing income tax returns, as well as for paying any and all taxes, duties and levies, including export duties associated with the sale of the Products. The Customer shall also indemnify and hold harmless Lumson from any other taxes, duties and levies that are applicable to its purchase order. Sale prices are given in Euros unless otherwise specified. Any tax that might be applied, even following the sale, lease or use of the Products, shall be payable solely by the Customer or, alternatively, the Customer will be required to present Lumson with an exemption certificate in compliance with the requirements of the relevant revenue authority attesting that the sale, lease or use in question is not subject to tax of any kind. Unless otherwise specified in writing, the Goods are understood to be priced, delivered and shipped under FCA, manufacturing facility (Incoterms 2020).

**Art. 6 - Payments**

Please note that the terms of payment specified on the Order Confirmation are final and binding and can be set as follows:

(1) payment in advance; or (2) payment at thirty (30) days, provided the Customer's creditworthiness is accepted; in the event of late payment, interest, disbursements and other expenses will be applied as notified in writing by Lumson; or (3) other terms of payment to be explicitly approved in writing by Lumson prior to the order being issued. In the event of late payment, Lumson shall, without prejudice to any other remedy available to it under law, be entitled to suspend any further deliveries, without the Customer's payment in advance. Notwithstanding, Lumson shall be entitled, at its discretion, to adopt whatever measures it shall deem most appropriate to protect its rights. In the event of a late payment, interest shall be charged at the rate provided for by Italian law (D. Lgs. no. 231 of 9 October 2002). The parties hereby agree that the place of payment shall be Lumson's facility based in Capergnanica (CR) Italy, at no. 62/64 Via Tesino, including in the case promissory notes or money orders or bills of exchange are issued by the Customer.

In the event payment is made using bills of exchange, the Customer will be charged interest on the invoice discount, as well as any resulting expenses or fees.

**Art. 7 - Transfer of risk**

Delivery terms shall be governed in accordance with INCOTERMS 2020. In the event no delivery term has been specifically arranged, the Product will be delivered on an "Ex Works" basis, namely made available for delivery at the Supplier's facility.

Any risk associated with loss or damage to the Goods being delivered shall pass to the Customer in compliance with the agreed delivery terms. In the event the Order does not contain any specific delivery terms, the risk of loss and/or damage shall pass to the Customer at the time of delivery of the Goods at the Supplier's facility, on an "Ex Works" basis. Whatever the case, the Goods supplied are always transported at the Customer's risk and peril.

**Art. 8 - Delays attributable to the Purchaser**

Any storage costs resulting from late issuance of delivery instructions, or from late submission of valid import permits or licenses, as well as from any other delay due to the Customer, shall be levied to the Customer. Whatever the case, Lumson shall not be liable for loss of use or for any other indirect, consequential or incidental damage, or other damage or loss arising out of or in connection with late delivery.

**Art. 9 - Consequences of non-payment**

If the Customer fails to make payment by the agreed due date, Lumson shall nonetheless be entitled to suspend any orders yet to be shipped. Any default in payment beyond the due date, even in part, shall result in interest immediately being charged on the amount unpaid as laid down by Italian law (art. 5 of D. Lgs. 231/02), without prejudice to any other action available to Lumson.

**Art. 10 - Delivery date**

The date agreed for the Goods is understood to be for the benefit of both parties and is understood to be approximate only and/or not of the essence, unless explicitly agreed as such. In the event the order is being paid in instalments, the delivery date will be arranged for a date following receipt of said payment and, up until that point, the week of delivery given on the Order Confirmation will be deemed as an approximate guide only.

The delivery date is understood to be subject to deferment under law in the event the Customer fails to fulfil its contractual obligations or fails to fulfil any other obligations, without prejudice to the consequences of the Customer's delay as set out in art. 8. In the event the delivery date is deferred at the Customer's request, Lumson reserves the right to charge the Customer monthly for costs involved in storing undelivered goods amounting to 3% of the price of the Goods, starting from the agreed delivery date given on the Order Confirmation.

**Art. 11 - Force Majeure**

Each party shall be entitled to suspend the performance of its contractual obligations to the extent that said performance is prevented by circumstances beyond its control including, by way of example only, war (whether declared or not), revolution, national strikes, shortages or restrictions on the provision of power, fuel, transport, vehicles or other goods or services, natural disasters, unacceptable weather conditions, government decrees, road accidents, import/export bans, fire, explosions, flood, sabotage, civil commotion, riots, and breakage or loss during transit or storage, as well as delays in delivery from subcontractors (where occasioned by force majeure events as defined herein), or pandemic.

**Art. 12 - Exemption of liability for delivery delays**

Lumson is not liable for any delays occasioned by force majeure or other events beyond its control, failure of subcontractors to deliver materials, restrictions on operation, or hindered or delayed transport. Should Lumson be prevented from fulfilling its obligations within the agreed timeframes as a result of unforeseen circumstances occurring that affect Lumson itself or its suppliers or subcontractors, which Lumson has been unable to avoid despite having exercised the required due diligence (including wars, civil unrest, calamities, natural disasters, accidents, breakdowns, strikes, delays in delivery of raw materials or essential semi-finished goods, lockouts), the deadlines shall be extended until the reason has ceased to exist plus a suitable period after that date. Under no circumstances in the event of a delay shall the Customer be entitled to claim for direct or indirect damages resulting from failure to meet the delivery dates. The above-mentioned circumstances are understood not to be attributable to Lumson even in the event there was an existing delay.

**Art. 13 - Packaging and packages**

The material used for packaging cannot be returned, barring specific arrangements to the contrary. Lumson sells complete and/or multiple packages as illustrated in the technical specifications.

**Art. 14 - Warranty - Claims and disputes**

The terms of this warranty supersede all warranties to which the Customer is entitled under law. Lumson warrants that the Products meet the specifications in the Contract, to which relevant permitted tolerances apply. The Customer shall be required to notify Lumson in writing (emailing is also acceptable) of any visible faults or defects in the Goods within ten days of receiving the Goods — no complaints can be accepted beyond said time — provided they are detected strictly during the receiving inspection, with the additional requirement that an inspection report issued by the Customer's Quality Control Dept. be submitted with the notification. Lumson warrants that the Products will be free from defects — except those that are visible and/or detectable through the inspections set out on the technical data sheet — for a period of six months from the date of delivery of the Product. Any claim under the warranty must be notified in writing within five days of detection; failure to do so shall mean no claims may be made.

In the event Lumson confirms the defect or non-conformance, Lumson shall be required, at its option, to (i) repair the non-conforming products at its expense; (ii) replace the products at its expense; (iii) refund the Customer in proportion to the defect detected. The decision of which of these remedies will be applied lies solely with Lumson. This fulfillment will constitute the Customer's sole and entire remedy. Repairs or replacements will have no effect in terms of extending or renewing the warranty. The Customer is required to comply with instructions given by Lumson regarding, above all, storage and use, and to pass this information on to its customers and subcontractors. Lumson shall not be held liable if the Customer fails to do so. More specifically, the following defects do not benefit from warranty coverage: defect arising from failure to comply with conditions and instructions for use; defect arising from normal wear and tear; defect arising from transport or method of transport; defect arising from storage conditions; defect arising from changes to the Product or non-compliant use of the Product; defect that was not present at the time of delivery of the Product; defect in Product not intended for sale or other form of distribution; defect that can be attributed to the conception of the end product integrated with the Product or in which the Product has been incorporated, or to instructions from the manufacturer of the end product; defect that cannot reasonably have been known based on the scientific and technical knowledge existing at the time of the Product's manufacture. Lumson will not take into consideration any claim — except claims under warranty — submitted during subsequent stages (e.g. filling, or other manufacturing stage and/or work process).

Any claim or dispute regarding a single consignment shall not relieve the purchaser from the requirement to receive and pay for the remaining amount of Goods that are part of previously shipped orders. Lumson product quality controls are carried out statistically, applying standard UNI ISO 2859/1, as part of the UNI EN ISO 9001 certified Quality Management System. With reference to this standard, Lumson adopts acceptable quality limits (hereinafter AQL) as described in greater detail in our Technical Specifications, which are an integral and essential part of the contract documentation. Lumson Quality Control, during the initial stage of manufacturing, may also determine a range summarizing the types of defects and relevant acceptable limits that the Customer is not entitled to dispute and/or lodge a claim against. In the event the claim in respect of defects is ascertained to be founded, Lumson can elect, at its discretion, to replace the defective Goods as soon as possible, or recondition or rework the Goods based on its organizational and production requirements.

**Art. 15 - Limitation of liability**

Notwithstanding the provisions of article 1229 of the Italian civil code, the full extent of Lumson's liability under the Contract shall be the direct damage incurred by the Customer and, whatever the case, the maximum cost of any liability shall not exceed the price paid by the Customer to Lumson for the purchase of the Product, with it being understood that, whatever the case, the remedy applied will be the option that is easiest and least costly for Lumson. The Customer shall not be entitled to any other legal remedy, regardless of the type of claim, or legal action, whether brought on the basis of the Contract, negligence, objective liability or other grounds. Lumson shall not be held liable for any defects or faults caused by misuse of the Products or caused by their use in a way that is not compatible with the characteristics of its products.

Under no circumstances shall Lumson be held liable for damage as mentioned in article 1223 of the Italian civil code.

**Art. 16 - Changes to orders requested by the Customer**

Should the Customer request changes to the order once said order has been confirmed by Lumson, said changes will be taken into consideration provided that they are formulated as follows: R: in the event of a change to the terms and/or address for returns: at least 5 calendar days before the date of delivery given on the Order Confirmation issued by Lumson. B: in the event of changes to the characteristics of the items ordered: no later than 5 calendar days from the date the Order Confirmation was issued by Lumson. Lumson, once it has assessed the change request, will issue a new Order Confirmation with the accepted changes.

**Art. 17 - Severability**

Should one or more contract clauses be null or void, the rest of the clauses shall remain in force. A clause that has become null must be replaced by a valid provision that matches the business purpose of the void clause as closely as possible.

**Art. 18 - Non-transferable contract**

The Customer may not transfer or otherwise dispose of this Contract in any way.

**Art. 19 - Corporate Governance Model as required by Italian law (D. Lgs. 231/01)**

The Code of Ethics is an integral part and cornerstone of the Corporate Governance Model adopted by Lumson in accordance with Italian regulations (D. Lgs. no. 231/2001). The Code of Ethics applies to governing and administrative bodies, employees, agents and independent professionals who, for whatever reason and regardless of the type of contractual relationship, operate in the name and on behalf of Lumson and the other companies in the group, while Lumson also requires third parties (partners, customers, suppliers, professionals, consultants and other independent parties) with which it establishes relationships or has business dealings to comply with the Code of Ethics. Consequently, the Customer, on receiving the Order Confirmation, is required to immediately read the Code of Ethics on the website [www.lumson.com](http://www.lumson.com) along with any relevant subsequent changes and/or updates. The Customer is also bound to comply with the ethical and behavioral requirements and principles adopted by Lumson through the Code of Ethics. Failure by the Customer to comply with these requirements will result in the termination of the Order in accordance with the provisions set out in the "Termination" clause, without prejudice to Lumson's right to further remedy as laid down in the above-mentioned regulation and to claim for any damages that it may have incurred.

**Art. 20 - Trade Controls**

I) Customer represents and warrants that:

- it will not directly or indirectly sell, export, re-export or otherwise transfer, to the Russian Federation or for use in the Russian Federation, any goods supplied under or in connection with the agreement that fall under the scope of Council Regulation (EU) n. 833/2014 and subsequent modification and integrations, including, but not limited to, the article 12g and

- it will not directly or indirectly sell, export, re-export or otherwise transfer, to Belarus or for use in Belarus, any goods supplied under or in connection with the contract that fall under the scope of Regulation (EC) n. 756/2006 and subsequent modification and integrations, including, but not limited to, the article 8g.

II) The Customer shall undertake its best efforts to ensure that the purpose above mentioned is not frustrated by any third parties further down the commercial chain, including by possible resellers and 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 this paragraph.

III) If Customer, or any third parties further down the commercial chain, infringe any obligations in this statement, the Customer must immediately notify Lumson.

IV) Failure to comply with these obligations shall be considered a material breach, and Lumson shall have the right to unilaterally terminate the agreement with immediate effect. Such termination will be without prejudice to all rights of recourse which could be exercised by Lumson, and Lumson shall not be liable to undersigned company for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, the Customer shall indemnify Lumson for all liabilities, damages, costs or expenses incurred as a result of any such violation, breach and/or termination of this agreement. Lumson may report such violations to relevant authorities as required by applicable regulations.

**Art. 21 - Termination**

In addition to the reasons for termination in clause 20), Lumson may terminate all or part of the Contract in accordance with article 1454 of the Italian civil code with immediate effect, notifying the Customer in writing, should any of the following occur:

- (i) The Customer infringes the Supplier's intellectual property rights pursuant to any applicable law or regulation;
- (ii) The Customer fails to strictly comply with the obligations set out in art. 19 ["Corporate Governance Model as required by Italian law (D. Lgs. 231/01)"];
- (iii) A Force Majeure event means the performance of the Contract is delayed by a total of more than one-hundred-and-twenty (120) days;
- (iv) The Customer becomes subject, voluntarily or involuntarily, to any proceedings as a result of any bankruptcy, insolvency or liquidation law, or makes any arrangement with its creditors;
- (v) The Customer is in breach of any contractual obligation under this Contract and fails to remedy the same within 30 days of Lumson notifying the Customer of said breach in writing.

In the event this Contract is terminated as a result of any of the above-mentioned events, the Customer shall be required to reimburse Lumson for all costs incurred that are still owing, including general costs and profits on all work/services both completed and in progress, without prejudice to Lumson's right to claim for damages.

**Art. 22 - Confidentiality and intellectual property**

All information relating to Lumson's products, company and business is confidential and is strictly the property of Lumson. The Customer is required to keep said information confidential, and to not use it except in compliance with the provisions set out herein, and to not share, disclose, publish, assign or otherwise make the above-mentioned information available to third parties, except with the explicit written permission of Lumson. This Contract does not acknowledge or award to the Customer any license or other right in connection with patents, copyrights or trademarks licensed to Lumson. Drawings, photographs, sketches, designs, specifications and any other document relating to Lumson's business ["Information"] are and shall remain the sole property of Lumson and shall be treated by the Customer as confidential information and shall not be disclosed, handed over, shown, sold or transferred to third parties. The Customer acknowledges the illegal and unlawful nature of any manufacture or sale of products — where not connected with the purchase to which this contract refers — carried out based on Lumson's equipment, machinery, drawings, models or samples, whether for production or for spare parts of any kind or for any other purpose.

**Art. 23 - Governing law**

The Contract and the provisions contained in these Terms and Conditions of Sale shall be construed in accordance with the laws of Italy, which shall prevail over any conflicting regulations provided for by said law and by the Vienna Convention on the international sale of goods (ratified with Italian law no. 765/1985).

**Art. 24 - Disputes**

The parties submit to the exclusive jurisdiction of the national and international Court of Arbitration of Milan (Italy) in any dispute that may arise out of or in connection with this Contract. The board of arbitration shall be made up of three arbitrators. One arbitrator is appointed by each party and the third, to act as the presiding arbitrator, is appointed by the first two by mutual agreement or, if no agreement can be reached, by the Court of Arbitration.

**Art. 25 - Protection of personal data**

The parties hereby agree — in compliance with the requirements of the European General Data Protection Regulation 2016/679 — to exchange all details required for the performance of the Contract. The personal data processed as a result of the relationship established between the parties refer to employees, personnel in general, and the staff of other parties.

More specifically, the company shall process the data in question for the following purposes:

- fulfilment of obligations set out in the contract's clauses;
- handling of dealings between the parties;
- compliance with legal obligations;
- handling of administration/accounting matters;
- handling of any disputes;
- intragroup reporting;
- internal and external auditing (safety, productivity, quality of services, health of business finances);

The parties are required to comply, and enforce compliance by others, in the performance of their respective duties, with EU Regulation 2016/679, without any additional obligations being imposed by the other party. Data processing will be carried out in hardcopy form and with the aid of electronic means for the purposes indicated herein. The supply of data is required and, without said data, Lumson will not be able to perform its duties under the Contract correctly. The Supplier hereby declares that it is aware of the security measures required by the personal data protection regulation and, in the performance of the Contract, will employ the services of qualified and absolutely trustworthy personnel, ensuring the confidentiality and security of data, information and files in compliance with the security measures to minimize the risks of personal data being destroyed or lost — including accidentally — accessed by unauthorized persons, or processed in a way that is not permitted or not in compliance with the purposes for which they were collected. All the above-mentioned data and the documents relating to the contract to which you are party will be kept for the fulfillment of any legal or contractual obligations associated with or resulting from the contract, as laid down by the relevant regulations.

Each party is entirely and solely liable for any breaches of the provisions of EU Reg. 2016/679 and of this article where said breaches are committed by managers, authorized persons, employees or independent professionals in general whose services the party employs in the performance of the Contract.

It is understood that no party can take responsibility for the other for any breaches of the above-mentioned Regulation attributable to third parties.

Signed by the Customer to acknowledge the above terms (stamp and signature)

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In accordance with articles 1341 and 1342 of the Italian civil code, the Customer hereby explicitly declares that it has read, understood and accepts the Contract terms and conditions and, more specifically, the provisions set out in the following clauses: 1 (Foreword) - 2 (Performance of the contract) - 6 (Payments) - 7 (Transfer of risk) - 8 (Delays attributable to the purchaser) - 9 (Consequences of non-payment) - 10 (Delivery date) - 11 (Force majeure) - 12 (Exemption of liability) - 14 (Warranty - Claims and disputes) - 15 (Limitation of liability) - 18 (Non-transferable contract) - 19 (Corporate Governance Model as required by Italian law) - 20 (Trade controls) - 21 (Termination) - 23 (Governing law) - 24 (Disputes) - 25 (Protection of personal data).

Signed by the Customer to acknowledge the above terms (stamp and signature)

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