



## GENERAL TERMS AND CONDITIONS

### 1. General information

- 1.1. All sales and deliveries are subject to the Supplier's terms and conditions as set out below.
- 1.2. If the contract does not solely relate to the delivery of goods but also to the planning and/or delivery of plants, the Supplier's special conditions for such plants shall apply in addition. These special conditions shall be submitted with the offer.
- 1.3. If an order for repair is placed, the cost estimate shall be free of charge. The costs for repairs are indicated in the proposal sent to the customer and will be charged together with the return shipping costs.
- 1.4. The Purchaser hereby acknowledges being informed, pursuant to art. 13 and art. 14 of Regulation (EU) 2016/679 ("GDPR"), that the "personal data" communicated and/or exchanged with the Supplier, even in the pre- and post-contractual information phase, will be processed by the Supplier; furthermore, it is understood that the Purchaser expressly consents to the processing of "personal data" using their rights as expressed in art. 7 GDPR.

### 2. Offers

- 2.1 Supplier's offers shall be subject to confirmation. The order is considered accepted only if confirmed in writing by the Supplier.
- 2.2 Intermediaries and agents shall not be entitled to bind the Supplier towards the Purchaser, nor to enter into contracts in the name and/or on behalf of the Supplier. Offers submitted by intermediaries and agents are subject to written approval and confirmation by the Supplier.
- 2.3 Enclosures and documents included in the offer, such as figures, drawings, specifications of weight, and terms of delivery are approximate and not binding, unless explicitly stated.
- 2.4 The same shall apply to performance and consumption specifications. The Supplier reserves the right of ownership and copyright to all cost estimates, drawings and other documents; these shall neither be reproduced nor made available to any third party.



### 3. Price and payments

- 3.1 The prices quoted by the Supplier are expressed in Euro, excluding VAT, and intended EXW - Ex Works; furthermore, they do not include installation, start-up and mounting costs (see special mounting conditions), as well as packaging, transport, freight and insurance costs. Unless otherwise agreed, the Supplier reserves the right to decide on the mode and means of transport, as well as the packaging, at their own discretion, but without any liability on their part.
- 3.2 Invoices shall be paid by the Buyer within 30 (thirty) days from the date of the relevant invoice unless otherwise agreed in writing between the parties (e.g. in the order confirmation).
- 3.3 Payments made to commercial agents not holding written authorization to receive such shall not have a discharge effect versus the Supplier.
- 3.4 Set-off shall only be admissible for claims of the Purchaser which are not contested by the Supplier. The Purchaser shall notify the Supplier of this request, which may be made within 48 hours unless contested.
- 3.5 The agreed price is based on the calculation of the wage, material and other costs borne by the Supplier at the date the offer is issued. Should these cost factors change before the time of shipment, the Supplier reserves the right to adjust the prices indicated.
- 3.6 Costs of disposal procedures necessary to perform repair orders shall be charged at a flat rate per order.
- 3.7 The minimum order value is € 100.00 (respectively the equivalent in local currency).

### 4. Returns of goods

Should the Supplier comply with the Purchaser's request for the return of the goods sold without legal obligation, the Supplier will charge a flat rate in the amount of 20% of the net purchase price of the goods concerned as compensation for the costs of restocking and the associated contractual and administrative overheads; the products returned must be part of the current Wagner product range, be undamaged and in a marketable condition. Shipping costs for the return of the shipment shall be borne by the Purchaser.

### 5. Delay

In the event of delayed, failed or partial payment by the Purchaser, the Supplier reserves the



right to immediately suspend the supply, and/or to terminate all existing contracts with the Purchaser, even if not related to the payment in question, without prejudice to the right to compensation for damages. In the event of delayed, failed or partial payment, interest on all amounts due will accrue on arrears calculated in accordance with Legislative Decree no. 231/2001 without the need for a default notice, and all receivables will become immediately due with forfeiture of the benefit of the term. No objection for any default, with no exception whatsoever, nor legal action of any nature whatsoever may be raised or exercised by the Purchaser except upon full payment of the price.

## **6. Period of delivery**

- 6.1. The period of delivery commences upon dispatch of the order confirmation, however, not prior to submission of any documentation, licenses or approvals to be procured by the Purchaser in accordance to the contractual agreements. Another prerequisite for commencement of the period of delivery is receipt of any agreed down payment.
- 6.2. Insofar as the Supplier is not obliged to bring the goods to a place determined by the Purchaser, the period of delivery shall be deemed complied with when the goods have left the Supplier's premises by the expiry of the time limit or when the Purchaser has been notified of readiness for shipment.
- 6.3. If shipment is delayed due to circumstances attributable to the Purchaser, and should the Purchaser fail to collect the Products within and no later than 5 (five) working days from the agreed date, the Supplier reserves the right to charge the Purchaser for the storage and warehousing costs incurred from that date until the day of actual collection.

## **7. Transfer of ownership and risks**

- 7.1 Ownership and risk shall pass to the customer no later than upon dispatch of the goods EX-WORKS, in accordance with INCOTERMS 2020, unless otherwise agreed between the parties.
- 7.2 Should shipment be delayed at the Purchaser's request or for other reasons not attributable to the Supplier, the risk shall pass to the Purchaser at the time the ex-works delivery was originally scheduled. From this point on, goods are stored and insured at the Purchaser's risk and expense.



## 8. Defects of quality

The Supplier shall be liable for defects of the delivery to the following extent, excluding any additional claims, without prejudice to the Purchaser's right to cancel the contract subject to the provisions provided herein, unless the defect consists in the absence of warranted quality.

- 8.1 If the Supplier is liable for a defect, the Supplier shall have the right to remedy the defect and the Purchaser shall give them the opportunity to do so. (Repair or replacement without charge. Any parts replaced shall become the property of the Supplier)
- 8.2 Expenses incurred for the repair of the defect, in particular transport, travel, labour and material costs shall be borne by the Supplier, unless the expenses should increase due to subsequent relocation of the goods to a place other than the Purchaser's site and such relocation has not been agreed upon in writing.
- 8.3 The goods shall be inspected immediately upon receipt. Any obvious defects shall be notified to the Supplier in writing within 8 days after receipt in order to avoid loss of rights to claims for defects.
- 8.4 The Supplier shall not be held liable for any damage to which any of the following circumstances have contributed: Inadequate or improper use, incorrect assembly and/or improper starting up by the Purchaser or by any third party acting on the Purchaser's behalf, normal wear and tear, incorrect or negligent treatment, use of unsuitable operating materials or replacement materials, defective construction work, detrimental chemical, electromechanical or electrical influences, unless such damage is caused by fault of the Supplier.
- 8.5 The Purchaser shall grant the necessary time and give the Supplier the opportunity to carry out all those repairs and replacement deliveries as deemed necessary by the equitable discretion of the latter. Should the Purchaser fail to honour this obligation, the Supplier's warranty obligation shall be void. Only in cases of imminent danger to operational safety shall the Purchaser be entitled to have the defect remedied by Purchaser's own personnel or by a third party and to claim reasonable compensation for the costs incurred from the Supplier.
- 8.6 Claims for quality defects are subject to a legal limitation period of 12 months, as provided by art. 1490 et seq. of the Italian Civil Code, and 24 months if the Purchaser is a consumer within the meaning of Legislative Decree 24/2002 implementing European Directive 1999/44/EC. This shall not apply insofar as the law provides for



longer periods.

- 8.7 Repair work performed by the Supplier which is not dependent on the quality of the products and therefore without legal obligation is not subject to warranty, with the exception of liability for damage for which the Supplier is responsible.
- 8.8 The Purchaser shall only have a right of recourse against the Supplier insofar as the Purchaser has not made any agreement with the end user exceeding statutory rights to claim defects of quality. Provision 8.2 shall apply accordingly.
- 8.9 Unless otherwise agreed in writing, the Supplier does not warrant that the equipment supplied complies with foreign standards and regulations.
- 8.10 The Supplier's liability shall be governed by the provisions of clause 9. Any further claims for defects of quality shall be excluded.

## **9. Liability**

- 9.1 For any further claims, our liability in the event of fault shall be limited to the coverage offered by our liability insurance policy. This shall also apply to the personal liability of our employees, workers, associates, commercial agents and persons employed in the performance of our duties. Our insurance policy may be viewed by prior agreement. This limitation of liability shall also apply to damage other than on the goods themselves, unless the goods should lack qualities expressly warranted by us and the actual intention of this warranty was to protect the Purchaser against a loss other than on the goods themselves and/or if silence has been maintained about a defect with malicious intent.
- 9.2 Any further claims for damages and reimbursement of expenses by the Purchaser shall be excluded. This shall not apply to indispensable claims pursuant to product liability legislation, in cases of intent or gross negligence, for violation of life, limb or health or culpable violation of a vital contractual obligation. However, in case of a violation of a vital contractual obligation the Supplier shall only be liable for the foreseeable damage as typical for the contract, again except in cases of intent or gross negligence, violation of life, limb or health. The provisions of clause 9 involve shifting the burden of proof to the detriment of the Purchaser.
- 9.3 Insofar as the Purchaser should be entitled to claims for damages pursuant to this clause these shall be subject to the statutory limitation period applicable to claims for quality defects in accordance with provision 8.6.



## 10. Retention of ownership

The right of ownership of the Products and the related risks shall transfer to the Purchaser upon delivery of the same, unless otherwise agreed between the parties. The delivery will take place as provided in the order and the terms shall be interpreted according to Incoterms definitions.

## 11. Registered office and Palace of Jurisdiction

- 11.1. The place of performance of all obligations under this contract shall be the registered office of the Supplier. The legal domicile of Wagner S.p.A. is Largo Donegani, 2 - 20121 Milan - Italy.
- 11.2. For any dispute arising from the interpretation, application, execution, termination of the contract and / or these "General Terms and Conditions" is exclusively competent the Court of Lecco, being the court of the headquarters of the Supplier in Valmadrera (Lecco), Via Santa Vecchia n. 109.

## 12. Applicable Law and Language

- 12.1 Mutual legal relations are governed exclusively by Italian law. International law on the sale of goods is expressly excluded.
- 12.2 In case of differences in the meaning of the Italian and English text of these General Conditions, the Italian text shall prevail.

## 13. International Trade compliance

- 13.1 The Purchaser undertakes to comply with all export control and foreign trade regulations, including trade, economic or financial restrictive measures or embargoes imposed by Authorities, including that of the United States of America and the European Union.
- 13.2 The Customer is aware that the Products are subject to the US EAR export laws, Delegated Regulation (EU) 2023/996 dated 23.02.23, Delegated Regulation (EU) 2023/66 dated 21.10.2022, and Delegated Regulation (EU) 2022/1 dated 20.10.2021 amending Regulation 2021/821, European Regulation 833/2014 and subsequent amendments relating to export to Russian and European Regulation 269/2014 and subsequent amendments relating to export to Ukraine.

- 13.3 Any failure by the Purchaser or the end customer to comply with the rules applicable to the contract or with export control and foreign trade regulations, even if not in violation of the law, will be considered a serious infringement and will be sufficient reason to reject any Order and to terminate the contract between the parties.
- 13.4 The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation and to BELARUS or for use in the Russian Federation and in 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 Buyer 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 Buyer 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
  - and (ii) a penalty of 10% of the total value of this Agreement or price of the goods exported, whichever is higher.
- (5) The Buyer 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”.



#### **14. Force majeure**

The Supplier shall not be liable to the Purchaser if the performance of a contractual obligation (other than the Purchaser's obligation to pay) is prevented, limited, or delayed by an independent event caused by circumstances beyond the Supplier's reasonable control, such as, but not limited to, trade union actions, strikes, transportation difficulties, natural events, wars, riots, epidemics, administrative seizure measures, embargoes, laws or regulations of any local body or administrative authority, failure or delay in delivery of processing materials by suppliers due to events beyond the reasonable control of the suppliers themselves. The obligation shall remain suspended as long as the impossibility of fulfilment persists.

#### **15. Severability clause**

The contract shall be binding on the parties even if individual provisions or individual clauses of these General Terms and Conditions are not valid. In such a case, the invalid provision must be replaced by a valid and enforceable provision which preserves the meaning and intent of the contract.