

## **GENERAL CONDITIONS OF SALE**

These general conditions refer to **Cep Europe S.r.l.** as "seller" or "company" with headquarters in Fanano (MO), Via Fondovalle n. 1777, VAT number 03403560368, is intended as "customer", "buyer" or "buyer" the subject who requested Cep Europe S.r.l. the supply of products marketed and / or assembled by Cep Europe Srl; "goods" means the goods subject to the commercial activity of Cep Europe Srl

### **1) General aspects**

The seller provides exclusively on the basis of its own general conditions. These general conditions apply, as far as is necessary, in a residual manner, also to relations with the final consumers, insofar as they are compatible with the provisions contained in art. 1469 bis of the Italian Civil Code. Different general conditions of supply of a buyer will never be recognized, even if the seller does not expressly exclude the applicability and even if the buyer in his order has established that it is placed according to his own general conditions. The possibility remains for the seller to modify its general conditions or to recognize the applicability of the general conditions of the buyer, provided this is done by the seller expressly and in writing. Any modification or integration of the present conditions may in any case be carried out exclusively in written form, including the eventual renunciation of the need for the written form for possible modifications. The present general conditions are for recognized and expressly accepted by the buyer, as far as necessary, with the sending of the purchase order or in any case with the receipt of the invoice sent by the seller. In any case, the customer is obliged to take note of these general conditions from the moment he intends to initiate commercial negotiations with the seller.

### **2) Purchase order**

2.1. The goods are ordered in writing by the customer and for the customer the order is effective as an irrevocable purchase proposal. The order is accepted by the seller with the transmission to the customer, by fax or e-mail of the order confirmation or, failing this, at the time of issuing the invoice or equivalent document, which in this case also has confirmation effect order.

2.2. In any case, the seller reserves the right to change the purchase order within 15 days of receipt of the same, in the event that changes to the order are necessary, or to reject the purchase order within the same term, if for any reason it is not possible to satisfy him according to his own free determination.

2.3. Any drawings, illustrations, catalogs or other documents relating to the seller's products, however transmitted by the seller to the buyer, are purely indicative and are not binding for the seller as regards the quality, quantity or other characteristics of the products supplied to the buyer .

### 3) Supply conditions

3.1. The obligation for the seller to fulfill will arise exclusively at the time of delivery of the goods to the shipper or at the time of direct delivery to the customer who requested it.

3.2. In any case, no responsibility can be borne by the seller for failure to comply with the terms of delivery in the event of supply difficulties, force majeure, strike, lockout, provisions of the authority, internal breakdowns and delays in supply by its suppliers, as well as for any other event that occurs, unexpected or unpredictable for the seller. In these cases the seller may indicate an appropriate subsequent delivery term, with the exclusion for the customer of the right of withdrawal or termination of the contract, unless otherwise agreed in writing between the parties.

3.3. The dates indicated for delivery by the seller are purely indicative and in any case the seller will have made deliveries punctually even if these will be sent within the 45th day from the scheduled date. The customer may exercise his right to withdraw from the contract only if, after the expiration of that term, he has requested in writing to the seller to execute the order by setting a term of no less than 15 days for the execution of the same order starting from the receipt of the written communication and only in the case in which also this term has passed unnecessarily. Any other right in favor of the customer is excluded (for example: compensation for damages).

3.4. The seller has the right to make partial supplies.

### 4) Payment terms

4.1. The seller's invoice payment must be made in full upon delivery of the goods to the transporter or to the customer who has requested it, unless otherwise notified by the seller. This also applies as a payment term pursuant to and for the purposes of art. 4 of the legislative decree 9th October 2002 n. 231 of the Italian law.

4.2. Payments must be made at the seller's premises, net of any charges and expenses. The customer expresses his assent from the moment the order is issued so that the credits deriving from the supplies executed in accordance with the present conditions can be transferred to third parties (factor or other) renouncing from now to every exception in this regard.

4.3. The seller reserves the right to accept bills of exchange and checks as a means of payment. In this case, however, any costs associated with the collection of these means of payment, including the bank discount, protest costs, court costs for their collection and any other cost and expense, are charged to the customer.

4.4. Compensation or the exception of fulfillment in favor of the buyer is excluded unless his claims are based on a final judicial decision.

4.5. Despite any different indications provided by the customer, the seller is always entitled to charge payments to any credit claim dating back over time, or to interest.

4.6. The delayed payment of the price or the occurrence of any other hypothesis foreseen in the following point 5), will result in the forfeiture of the buyer from the term pursuant to art. 1186 of the Italian civil code as well as the seller's right to request advance payment for all claims relating to supplies already executed or in the course of execution, whether the seller has issued the invoice or whether the latter has not yet been issued.

### **5) Express termination clause**

The seller can withdraw from the single supply with immediate effect by giving notice to the buyer if one of the following cases occurs:

5.1. the buyer does not promptly pay the amount due to the seller for supplies that have been completed up to that time and have already expired, without the need for any formal notice;

5.2. the buyer does not promptly collect the goods placed at his disposal despite the expiration of the 15-day term from the sending of a written reminder;

5.3. the buyer does not carry out his activity, closes his company, does not process correspondence or remains inactive for over 30 consecutive days;

5.4. any proceeding, action or petition is initiated in relation to the buyer for out-of-court settlement, request for controlled administration, liquidation or dissolution, appointment of liquidator, trustee, administrator, bankruptcy or composition request;

5.5. there has been a change in the corporate structure or control, including the change in the identity of the shareholders, directors and managers of the buyer. In the event of termination of the contract, the buyer will still be required to regularly pay for the supplies performed by the vendor based on orders sent by the buyer up to the time of the resolution or withdrawal notice. In the event of termination of the contract, any compensation or right to compensation from the buyer is also excluded.

## 6) Late payments, breach of contract

6.1. In the event that the payment is made after the deadline indicated in point 4.1., the seller may withdraw from the contract under the conditions set forth in point 5.1. as well as automatically requesting payment of interest due pursuant to art. 1282 of Italian civil code in the conventionally agreed rate of 5% per annum, determined as follows:

6.1.a. for invoices dated before the 15th day of each month, starting from the 16th day of the second month following the invoice date;

6.1.b. for invoices dated from the day following the 15th day of each month, starting from the first day of the third month following the invoice date.

The corresponding interest will be due until full payment of the seller's claims. The provision of the consideration interest does not prejudice or imply renunciation by the seller of the default interest, maturing and to be calculated pursuant to articles 4 and 5 of the legislative decree 9th October 2002 n. 231 of the Italian law. The delayed payment of the price will also result in the forfeiture with retroactive effect from the buyer's right to obtain the prizes and / or discounts eventually due.

6.2. In the event that the customer refuses to collect the goods, the seller may withdraw from the contract under the conditions set out in point 5.2.

6.3. As a conventional penalty pursuant to art. 1382 of the Italian Civil Code, the seller is entitled to a sum equal to 20% of the sale price. The seller's right to claim compensation for greater damage is reserved.

## 7) Place of fulfillment and risk of transfer of the goods

7.1. The place of fulfillment for all reciprocal obligations is conventionally Fanano (Modena, Italy).

7.2. The goods are supplied by the seller ex works (Fanano, Modena, Italy) at the customer's risk. The transport risk is borne by the customer as soon as the goods are delivered to the shipper or other means of transport, even if the seller arranges the transport of the goods with a trusted forwarder / carrier.

7.3. The buyer is obliged to stipulate an adequate insurance, supporting the relative expenses, which covers all the risks that may occur during the transport of the goods, however it is carried out, and which in any case also covers the additional risks deriving from defects and / or defects in the goods purchased, in any case even those attributable to the producer's responsibility pursuant to Presidential Decree 224/1988 of the Italian law. The buyer also declares to indemnify the seller for any and all claims by third parties arising from defects and / or defects of the goods, even if connected and / or due to the production / manufacture of the goods, also in accordance with Presidential Decree 224/1988 of the Italian law.

## **8) Complaints and warranty**

8.1. The buyer has the obligation to immediately examine the products immediately after receiving them.

8.2. Complaints of any apparent defects must be made upon receipt of the products, obligatorily in the presence of the carrier; for hidden defects the disputes must be expressly made within 1 month of receipt of the products and in any case always with written notice to the seller. In this case, the seller may request the customer to send or make available in places by the same seller indicated the disputed products; the customer will have to do this within 8 days by sending the products to the place indicated by the seller. The seller reserves the right to recognize transport costs only in the event that the defects are acknowledged by the seller. However, reimbursement to the buyer of other costs and reimbursements is excluded.

8.3. It is in any case excluded that the quality, the mechanical strength, the degree of protection, the assembly techniques of the supplied products may constitute a reason for dispute, in the event that they fall within the commercial tolerance, or are not expressly indicated otherwise in the 'purchase order or are in any case of limited relevance or are not technically avoidable.

8.4. It is also excluded any responsibility of the seller for defects and / or defects of the products, which are reported by the buyer after 12 months from the delivery of the mechanical products and 6 months from the delivery of the electronic products.

8.5. In the event that the product defects are recognized by the seller, the seller will be released from all obligations by sending within 30 days of receipt of the disputed products, a new replacement product in the case of mechanical products and a revised product in the case of electronic products. Alternatively, the seller may send a credit note at the same price as the purchase order for the spoiled products. However, any other right or claim of the customer is excluded.

## 9) property reservation clause

9.1. The products remain the full property of the seller until full payment of the price. The customer is responsible at his own expense to provide for all the duties and activities to ensure that the retention of title is effectively and validly enforceable, in accordance with the legal regulations of the country of delivery of the products supplied by the seller to any customer-related cause. However, the seller's right to compensation for all damages, direct or indirect, consequent or in any case connected with the recovery of the products on which the pact of retention of title herein is constituted is made.

9.2. The retention of title agreement will be enforceable against third-party creditors or assignees of the buyer under the conditions established by law and in any case also pursuant to art. 11 of the legislative decree 9th October 2002 n. 231 of Italian law, renouncing the aforementioned third parties to any exception relating to the invoicing and keeping of the seller's accounting records as well as any exception in order to avoid or delay the performance due pursuant to art. 1462 of the Italian civil code.

9.3. The possibility and validity of any distraint or transfer of the products to third parties without the prior written consent of the seller is excluded.

9.4. In case of attachment of the products by third parties, the customer is obliged to immediately notify the seller. The costs for the extinction of the seizure or the removal from the attachment or from other precautionary measures are charged to the customer. The seller can anticipate them and the customer will have to reimburse them at the simple request of the seller, removing any contrary exception.

## 10) Intellectual property

The ownership of the patents and trademarks relating to the products supplied to the buyer remains with the seller.

## 11) Confidentiality agreement

The buyer will not use or disclose to third parties any confidential information concerning the activity, the business of the seller and in general the products of the seller of which the buyer becomes aware in the course of commercial relations with the buyer. In addition, the buyer will prevent his employees, directors, representatives or agents from disclosing the above. Any rights in relation to the aforementioned confidential information refer exclusively to the seller, who is the sole owner.

12. The buyer declares to have been previously informed and, as far as reason is concerned, expressly permits and authorizes the following:

to. that the data also provided verbally for the preliminary investigation and the pre-contractual activity and, in the event of completion of this purchase proposal and related general conditions, the data relating to the performance of the same and / or each order are processed by the seller , also with computerized and computerized methods and procedures, for management, statistical, commercial, marketing and promotional purposes, credit protection, prevention of over-indebtedness, through consultation, processing, comparison with pre-established standard criteria for each appropriate operation;

b. that the provision of the requested data is necessary for the purposes of this purchase proposal and related general conditions;

c. that the processing may also concern any sensitive data strictly inherent to the supply of the goods and / or services covered by this purchase proposal and relative general conditions;

d. that the aforementioned data may be communicated to companies, organizations, consortia and associations for the purpose of protecting credit, which may communicate the data within the framework of their own members, adherents and related assignees within the limits of their respective institutional purposes;

is. that the aforementioned data may also be communicated - or can be given access - to subsidiaries, parent companies or associates, as well as to companies, institutions, consortia and associations operating in Italy or in the member countries of the European Union, for research purposes of market and marketing, management, management of information systems, insurance, financial, banking and non-banking intermediation, factoring, leasing, credit recovery, which may in turn communicate data or grant access to them within their own partners, adherents, users and their assignees for specific market research, direct marketing and promotion and sale, even at home, of goods, products and services.

In relation to the processing of the aforementioned data, the buyer has the right to obtain without delay from the seller:

a. confirmation of the existence of personal data concerning him, even if not yet recorded, and the communication in intelligible form of the same data and their origin, as well as the logic on which the treatment is based; the request can be renewed, except for the existence of justified reasons with an interval of not less than ninety days;

b. the cancellation, transformation into an independent form or blocking of data processed in violation of the law, including those for which conservation is not necessary in relation to the purposes for which the data were collected;

c. updating, rectification or, if interested, integration of data;

d. the attestation that the operations referred to in points b) and c) have been brought to the attention, also with regard to their content, of those to whom the data have been communicated and disseminated except in the event that such knowledge proves impossible or involves the use of means disproportionate to the protected right.

The data controller is the seller, who is based in the place indicated in the attached purchase proposal or in any case in its registered office.

The data will be processed by employees and collaborators of the seller in the context of their respective functions and in accordance with the instructions received, always and only for the achievement of the specific purposes indicated in this information; the same occurs with the subjects already indicated in the present disclosure to which the data is communicated".

### **13) Various and final provisions**

13.1. In addition to the provisions of these conditions, Italian law is applied exclusively in the relations between the seller and the customer with the exclusion of the Vienna Convention of 11.4.1980 on the international sale of movable property.

13.2. The competent court for all disputes arising from the sales contracts between the customer and the seller is exclusively Modena, Italy. The seller, however, has the right to proceed in court against the customer even before the judge where the customer has his residence, or his office or his domicile.

13.3. The customer must provide at his own expense for any customs, tax and administrative formalities relating to the introduction of the products supplied by the seller in the country of final destination. To this end, he declares to have all the necessary technical, administrative and legal knowledge, declaring that he assumes all responsibility for the regular and timely completion of the above. The customer also undertakes to indemnify the seller, upon simple request and removing all exceptions in this regard, from all the penalties, fines and disputes that were addressed to the seller in relation to the obligations indicated above.

13.4. The invalidity or ineffectiveness of one of the above clauses will not affect the validity or effectiveness of the other provisions.

#### Cep Europe S.r.l.

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