

GENERAL TERMS OF SUPPLY

SUBJECT OF THE REGULATIONS:

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A) General Terms and Conditions

- 1) These general terms and Conditions of sale ("General Terms and Conditions") apply to all sales and deliveries as well as the additional services provided by Omet S.r.l. with headquarters in Via Caduti Lecchesi a Fossoli - Lecco (hereafter referred to as "OMET") in the performance of a purchase order for products covered by the Company's corporate brands ("Products"), received by the Company by fax, email or via Internet ("Purchase Order") by the customer indicated in the Purchase Order, except in case where the same are amended or added or the application through express written consent with the Company is excluded.
- 2) Any general terms and conditions of purchase belonging to the customer shall not apply in relations between the parties.
- 3) If these General Terms and Conditions are amended, the Company shall send a copy of the amended version to the Customer with the relevant Purchase Order and the new Terms and Conditions will apply immediately from receipt of the Purchase Order to which they are attached.

B) Prices

- 1) Unless otherwise agreed between OMET and the Customer, the prices applicable to the Products are those specified in the official Product price lists in force at the time Confirmation is sent. The Company's sales prices represent the price for each Product expressed in Euro, including packaging costs and net of VAT, all other applicable taxes, transportation and shipping costs, customs duties or other costs for accessory services (such as, by way of non-limiting example, costs associated with waiting for unloading, storage in the carriers warehouse for reasons attributable to the Customer). Costs which are additional to the selling price of the Products will be highlighted in the invoice.

C) Purchase of raw material and components

- 1) The customer through the issue of a purchase order authorises OMET in writing to purchase raw materials and/or

components required to process the stated order and to make payment and collection the finished product no later than 12 + 3 months (maximum total of 15 months) from our order confirmation and with temporal effect from the delivery date of the first batch of supply.

2) OMET shall not complete the performance and formalisation in procedures of the purchase order, in the absence of confirmation of the order signed by the Customer.

D) Payments

1) BEST PRACTICE: Delayed invoice payments beyond the deadline shall result in the application of default interest provided by Legislative Decree 9 October 2002, no. 231 from the day following the due date and until the effective date of payment (article 5 indicates 7% points).

2) Any delay or irregularity in payment shall entitle OMET to suspend supply, not to carry out future orders or to terminate current contracts, even if not related to payments in question and the right to compensation.

3) In the event that payment is to be made in whole or in part after delivery of the products, these remain the property of OMET until total payment of the price is made. The Customer undertakes to do everything necessary to make their product retention of title valid in the broadest extent authorised or to engage in a similar form of guarantee in favour of OMET.

4) The amount paid as payment of the order shall mean paid as a deposit, which shall be permanently retained by OMET by way of penalty in the event of withdrawal exercised by the Customer. OMET reserves the right to request further damage if the order amount paid is less than the damage suffered.

E) Delivery

1) Unless otherwise agreed in writing, delivery shall mean completed Ex Works by OMET, even if shipment is agreed or part of it is the responsibility of OMET, in which case the latter shall act as an agent for the Customer, it being understood that transport shall occur at the latter's expense and risk.

2) Unless otherwise agreed, delivery Ex Works of the products takes place through written notification of goods ready, even via fax to the Customer; who shall have eight days from receipt of said notice to provide for the collection of the goods. In case of default within said aforementioned period, the Customer must reimburse OMET warehouse default expenses to the extent of 1% of the list price of the products. After thirty days from the goods collection expiry date, OMET can also sell the products to third parties.

3) The parties are obliged to specify the delivery date in the contract. However, unless otherwise agreed the terms of delivery of the products are indicative and not binding on OMET. Compliance with the period or date is however conditional upon the receipt by OMET when concluding the contract of the technical data required for the preparation of the products, as well as the advance payments in whichever form they are agreed.

4) Delayed communication of technical data, shall entitle OMET to delay deliveries for a period equal to the delay accrued by the Customer

5) OMET reserves the right to split deliveries. If the Customer refuses the total or partial delivery of the Products ordered without justification, the customer shall however pay the selling price plus transport and storage costs of the Products at the carrier. It is the Customer's responsibility to dispose of the packaging, if the packaging indicates that the disposal thereof cannot occur through normal collection systems.

6) The delivery times indicated may vary for reasons beyond OMET's control such as, by way of non-limiting example, natural disasters, fires, floods, earthquakes or other natural disasters, strikes, lockouts, inability to find personnel, materials or the systems required for product manufacture, actions by civil or military authorities (collectively, "Force Majeure"). OMET cannot in any circumstances be held liable for the delay or non-delivery of products due to said reasons.

F) Disputes

- 1) The Customer shall inspect the Products, check the integrity and quantity (including in the case of delivery of an item other than the one ordered or missing Products) and to check all the documentation at the time of delivery. Any claims with regard to the above must be made directly to the carrier upon delivery. Otherwise, delivery shall be considered as having been accepted without reservation. The Customer is required to report any hidden defects and damage to the Products to OMET within 30 days of discovery. The hidden defects and damage must be expressly specified otherwise, the Products shall be deemed accepted.
- 2) The Customer is required to make full payment even in the event of dispute or controversy. Compensation with any credits, however arising against OMET is not permissible.

G) Product changes

- 1) OMET reserves the right to modify the Products to improve performance at its sole discretion. In particular, OMET reserves the right to make changes to the Products or the technical improvements that it deems necessary in accordance with production needs and market conditions or the right to deliver Products with similar characteristics in place of the Products ordered. Said Company right may not constitute grounds for termination or withdrawal from the Contract by the Buyer and in no way limits the Buyer's purchase obligations under the Contract.
- 2) The Buyer shall not change, hide or remove any trademark, mark or other indications concerning the use or source indicated on any Product or on their label and/or packaging.
- 3) Only the products specifically identified by the parties as part of the contractual agreement forms the subject of the supply, any changes or improvements requested by the Customer on the products after the conclusion of the contract shall entitle OMET to review the prices and terms of delivery.

H) Exceptions to the conditions

- 1) Any exceptions to these terms and conditions shall be valid only if expressly accepted in writing by OMET.
- 2) All information, without exception, and by way of example: the weights, dimensions, yield etc. appearing in catalogues, price lists and other OMET documents are indicative and not binding.
- 3) If products are subject to approvals, inspections or checks, these activities shall be carried out at the Customer's expense.

I) Warranty

- 1) All products comply with OMET technical standards.
- 2) OMET warrants that its products are free from manufacturing, construction and material defects for a period of 12 months from the date of shipment. Any defects and faults can be disputed by the Customer under the terms provided for in article F). With regards to the existence of the defects reported, OMET at its sole assessment, considering the size of the dispute, is required to supply free of charge and ex works the components of the same kind and quality to those proving defective. OMET is entitled to demand the return of defective parts replaced at the Buyer's expense. Labour costs for installation and removal shall be borne by the Buyer. In addition, travel, food and accommodation expenses, and the reimbursement of every hour of travel if action by an OMET technician is required are borne by the Customer.
- 3) OMET agrees to replace the piece, or pieces, which prove to be defective during the aforementioned period, free of charge sending them to the customer Ex Works.
- 4) Any special use to which the products are destined must be detailed in writing by the Customer and accepted by OMET on conclusion of the contract.

- 5) The warranty conditions and anything else provided also apply to the supply of spare parts. Said parts of products that by their nature or destination are subject to normal wear and tear are excluded from the guarantee, unless the existence of defects of origin is proven.
- 6) Transport packaging expenses and customs duties are borne by the Customer.
- 7) The warranty excludes all parts subject to normal wear and all those components that prove to be defective due to negligence, improper or inadequate maintenance and however due to incorrect installation.
- 8) Improper use or misuse of the Products by the Customer, the use of inadequate manpower, any changes made to the product without the prior written consent of OMET, attempts to repair or replace a part of the Product by a person other than OMET or an individual not authorised by OMET, alteration, removal or deterioration/impairment of trademarks or label of the product, render the OMET warranty inoperative as a result of damages of any kind or nature.
- 9) The warranty referred to in article I) supersedes all legal guarantees for defects and conformities and exempts OMET from any other responsibility however arising for the supplied Products. Upon expiry of the warranty period no claim can be made against OMET.

J) Limitation of liability

1) OMET is responsible for damages to persons and property caused by the products covered by the supply only if its negligence in the manufacture of the products is proven. In any case, any compensation for damages to the Customer shall in no case exceed the invoice price of the Products or components under consideration. OMET cannot be held liable for indirect or consequential damages, loss of production, loss of revenue, damage to the image, damages arising out of claims and/or disputes brought by third parties against the Buyer. The limitation of liability and exclusion of the same will not apply to personal injury, life and health and in cases of wilful misconduct and gross negligence. The mandatory provisions of the Consumer Code (Legislative Decree 6 September 2005, no. 206) concerning product liability shall be fully applicable.

K) Patent and trademark protection

- 1) The Customer acknowledges the Company's sole and full ownership of intellectual property rights on Products and OMET corporate trademarks, and ensures compliance with said rights even after any resale of the same to third parties.
- 2) The Customer accepts and acknowledges not to make any claims on any trademarks, names, models, patents, copyrights, distinguishing marks or other rights on products or on their packages.
- 3) The Customer also undertakes to use OMET's trademarks, models, distinguishing marks exclusively within the scope of the Contract and to use them in such a way that the image and prestige of OMET trademarks, models, names, distinguishing marks, is not compromised. The customer is required to protect trademarks on the products purchased.
- 4) The Customer undertakes not to file or allow the filing of corporate brands, names or other distinguishing marks of the Company or those that can be confused with those of the Company in Italy or elsewhere.
- 5) The Customer undertakes not to disclose to third parties, even after termination of the Contract, Company trade or business secrets or other confidential information which they have come to know through the conduct of their business, or to use said secrets or confidential information for any reason. In the case of orders for delivery of Products to which the distinguishing marks or trademarks of third parties have been applied, the Buyer is fully liable to the Company for any infringement of intellectual or industrial property rights of third parties.
- 6) The Customer undertakes to indemnify OMET from any liability and from any action that may be brought by third parties or which may be brought against OMET with the claim that the products manufactured or modified according to the specifications provided by the Customer and sold to the Customer itself violate patent or property rights of another type.

L) Scope of supply

1) The supply governed by these general terms and conditions of sale shall be construed limited to that specified in the order confirmation. Anything not expressly stated is to be considered excluded.

M) Jurisdiction

1) All disputes relating to the validity, effectiveness, interpretation or performance of this contract, shall be referred exclusively to the Court of Lecco, which shall rule in accordance with Italian law.

N) Confidentiality and privacy

1) The Customer undertakes to treat any information, data, finding, patented or patentable, know-how and, in general, any technical, economic, commercial or administrative information, as well as any design, document, magnetic support media or sample material or product relating to the Products (hereafter "Confidential information") in the strictest confidence and as if it were their own secret and confidential information and to store said information appropriately. In particular, any information related to OMET's business that is not in the public domain and which the Customer becomes aware in the course of Contract performance shall be treated as Confidential Information of the Company and shall not be disclosed unless disclosure is required by law or by a court order and other by competent authorities. The confidentiality obligations shall remain valid for five (5) years following delivery of the Products. The Parties undertake not to directly or indirectly disclose or to communicate the content, Contract terms and conditions, activities conducted by the parties in the performance of the Contract to third parties, in any manner. In addition, the parties ensure compliance with these obligations by all people for which the parties themselves are responsible including employees, consultants, agents, representatives, etc. The parties declare to be duly informed about the obligations provided for by the European Regulation 2016/679, as amended, if and as applicable. The parties mutually agree that the personal data, compulsorily supplied for the execution of this contract, are subject to computer and/or manual processing and may be used for the fulfilment of contractual obligations and legal obligations only. Without prejudice to the legal obligations, the parties expressly undertake not to disclose, disseminate and/or communicate, for any reason, said personal data to third parties. It is specified that personal data will be kept for the time necessary to carry out the operations for which they are acquired. Omet is the controller of data existing in this contract. OMET has appointed a contactable DPO at the following e-mail address: dpo@omet.it. The data subject is entitled to exercise rights set forth in articles 15-22 of the European Regulation, by sending an e-mail to: privacy@omet.it

In acknowledgement and acceptance of the general terms and conditions.

Date _____

For Omet S.r.l
Stamp and Signature

For the Customer
Stamp and Signature

Pursuant to article 1341 of the Italian Civil Code, the following terms and conditions are expressly approved:

In paragraph A): 1) Applicability of these Terms and Conditions to all sales and deliveries as well as the additional services provided by OMET; 2) non-application of the terms and conditions of purchase; 3) amendments of these general terms and conditions of purchase by OMET and their immediate application from receipt of the order to which the new terms and conditions are annexed.

In paragraph B): 1) Prices.

In paragraph C): 1) authorisation for the purchase of raw materials and/or components required and obligation of relative payment; 2) the Customer's written confirmation of order processing.

In paragraph D): 1) Default interest; 2) The right of OMET to suspend supplies or terminate ongoing contracts even if they are not related to the payments in question; 3) retention of title to OMET up to the full payment of the price; 4) the deposit and the right of OMET to seize it as a penalty in the event of a withdrawal exercised by the Customer

In paragraph E): 2) reimbursement obligation by the Customer to OMET of the warehouse costs in case of default in the withdrawal of the goods; 3) indication of Delivery Terms for OMET; 5) the right of OMET to the payment of the sale price, in addition to the transport costs and the goods in stock in case the Customer refuses to receive the goods without justified reason.

In paragraph F): 1) the obligation of the Customer to inspect the products and acceptance without reservation in the event of failure to make any complaints at the time of delivery; 2) obligation to pay the price even in case of dispute or action and exclusion of compensation.

In paragraph G): 1) The right of the SELLER to change the products;

In paragraph I): 2) warranty for manufacturing, construction and material defects for 12 months, dispute and replacement terms, ex works, of defective products; 5) Exclusion from the warranty of parts subject to normal deterioration or wear; 7) exclusion from the warranty in case of negligence, inadequate maintenance or installation error; 8) Non-operation of the warranty when product changes are made; 9) Absorption and substitution of the warranty to the legal guarantees for defects, excluding any other possible liability of OMET, impossibility for the Customer to make claims after the term of the warranty.

In paragraph J): 1) Exclusion of liability for indirect or consequential damages, loss of production or loss of profit.

In paragraph M): 1) Jurisdiction

Customer
Stamp and Signature
