

## General terms and conditions of supply

### 1. Applicability of these General Conditions

1.1 These General Terms and Conditions (hereinafter referred to as the "General Terms and Conditions") form an integral part of all contracts for sale, in Italy and/or abroad, by Vifra s.r.l. or any other company controlled by the same subsidiary, directly or indirectly, having its registered office in Italy or abroad, which does not have its own general terms and conditions of supply (hereinafter referred to as "Supplier"), of products (hereinafter referred to as "Products") to buyers (hereinafter referred to as "Buyer/s"). All bids, order confirmations, deliveries and invoices of the Supplier shall be deemed to have been made in accordance with these General Conditions, except for the written derogation of "Supplier".

### 2. Formation of contract - Acceptance of orders

2.1 Any cancellation or modification of the order by the Buyer shall have no effect unless previously authorized, or subsequently accepted in writing by the Supplier. In the event of termination of the supply of Products to be carried out on specifications of the Buyer, the Buyer undertakes to purchase all the Products expressly procured by the Supplier to ensure the fulfilment of individual orders of the Buyer or to meet any ongoing supply obligations agreed with the Buyer.

2.2 The minimum shipment quantity is considered as the complete standard packaging, reported in order confirmation, shipments will be made for the minimum quantity or multiple of it rounded up to the nearest unit.

### 3. Delivery time - Acceptance of delivery

3.1 The supplier reserves the right to process the order also through partial deliveries and to issue partial invoices according to the deliveries made. If the Buyer does not intend to accept partial deliveries of the goods, he must declare it to the Supplier in advance and in writing.

3.2 The delivery date present in the order confirmation, is considered indicative.

### 4. Payments

4.1 The failure, delayed or partial, on expiry, to pay an invoice or note of debt of the Supplier, the occurrence of events that indicate negatively on the financial position or financial position of the Purchaser, will result in the Buyer's forfeiture of the terms agreed for the payment of the Products. The Supplier will therefore have the right to act immediately for the recovery of existing claims, even if they are not liquid and enforceable, and at any time, without any obligation of notice and/or formality. Any dispute or complaint by the Buyer for faults or defects of the Products shall not, in any case, give the Buyer the right to suspend or delay the payments.

### 5. Contractual guarantee

5.1 The Supplier guarantees the absence of faults, with maximum standard deviation

- not more than 1% of raw/ non aesthetic production for bulk packaging
- not more than 0% on raw/ non aesthetic production for packaging on shelves
- not more than 3% on aesthetic/chrome-plated production for bulk packaging
- not more than 0% on aesthetic/chrome production for packaging on shelves

For bulk packed parts, the Supplier guarantees standard quality control on a sample basis in the production process. Any other specific request must be previously agreed with the Supplier. In such cases, the use of any control gauges (dimes) by the production operators is included.

The above-mentioned gauges (dimes) must be supplied by the Purchaser, or alternatively must be included in the commercial negotiation.

Any complaints must be received by the Supplier within

- 30 calendar days from the date of issue transport document for shipments to Italy or EU.
- 60 calendar days from the date of issue transport document for shipments to non-EU countries.

The Purchaser undertakes to sign with permanent marker the samples stored upon acceptance, indicating the date, the name of the 3D file and its revision, which will become a qualitative reference for the production by the Supplier.

5.2 The Supplier shall not be liable for defects, defects or deficiencies in the quality of the Products resulting from i) faults and defects or lack of raw materials and materials or components supplied by the same Buyer and/or supplied by the Supplier on instructions from the latter, ii) incorrect assembly or installation of the Products, iii) improper use of the Products by the Purchaser, iv) breakdowns, tampering or modifications to the Products, without the prior written consent of the Supplier, v) negligence or malpractice of the Purchaser and/or vi) normal usury, poor or insufficient preservation or maintenance of the Products, the use of aggressive agents.

#### 6. Acceptance and maintenance of borrowed moulds

6.1 Borrowed moulds owned by the Buyer shall be supplied to the Supplier in conditions suitable for moulding. The Supplier reserves the right to inform the Purchaser of any intervention to be made to the moulds before proceeding with the production.

6.2 Only ordinary maintenance shall be carried out by the Supplier on borrowed moulds. Extraordinary maintenance will be charged to the Buyer.

#### 7. Major force and limitation of liability

7.1 The Supplier shall not be liable to the Buyer for any default caused by events beyond the reasonable control of the Supplier such as, but not limited to, union actions, strikes, transport difficulties, natural events, wars, riots, administrative seizure measures, embargoes, laws or regulations of any territorial or administrative authority, missed or returned deliveries of the working materials by the suppliers due to events outside the reasonable control of the same suppliers.

#### 8. Applicable law - Place of jurisdiction

8.1 The Court of Novara, Italy, shall have exclusive jurisdiction over all disputes arising out of and/or relating to these General Conditions and sales of Products by the Supplier. Notwithstanding the progress made, the Supplier may, however, sue the Buyer before any court having jurisdiction over the Buyer.

Invorio, 1<sup>st</sup> september 2020

VIFRA SRL  
CEO  
VICARI MARINO