

## GENERAL CONDITIONS OF SALE

### 1) Definitions

1.1 For the purposes of these general conditions of sale (hereinafter referred to as "**Conditions of Sale**"), the terms below will be taken as having the following meaning:

- "**FANTON**": Fanton S.p.A.
- "**Client**": any company, body, or legal entity that purchases FANTON Products.
- "**Products**": the goods made, assembled and/or sold by FANTON and included in the various catalogues (FME, Ambra 90, Fantonet, etc.).
- "**Order(s)**": each purchase proposal for the Products sent by the Client to FANTON directly by fax, e-mail, other telematic means or via Fanton's sales network.
- "**Sale(s)**": each sales contract concluded between Fanton and the Client following receipt by the Client of written confirmation of the Order by Fanton.
- "**Calendar year**": period of 12 months from 1<sup>st</sup> January to 31<sup>st</sup> December each year.
- "**Brands**": all the Brands that Fanton owns or holds licences for.
- "**Intellectual Property Rights**": all of Fanton's intellectual property and industrial rights, including, without any limitations, the rights related to: patents for inventions, drawings or models, models of units, Trademarks, know-how, technical specifications, and data, whether they be registered or not, as well as any application or registration relating to these rights and any other right or form of protection of a similar nature or that has the equivalent effect.

### 2) Subject

2.1 These Conditions of Sale apply to all Sales of Products. If any conflict should arise between the terms and conditions contained in these Conditions of Sale and the terms and conditions agreed for an individual Sale, the latter shall apply.

2.2 Fanton reserves the right to add to, modify, or delete any provision of these Conditions of Sale and it is agreed that such additions, modifications, or deletions shall apply to all Sales concluded after the Client being notified of the new Conditions of Sale.

### 3) Orders and Sales

3.1 The Client is to send FANTON specific Orders containing a description of the Products, the quantity requested, the price and delivery terms requested.

3.2 The Sale is to be taken as being finalised: (i) When the Client receives written confirmation from FANTON (this confirmation may be sent by e-mail, fax, or telematic means) that conforms to the terms and conditions of the Order or, (ii) If the Client receives written confirmation from FANTON that contains terms that differ from those in the Order, should three working days pass from the date of receipt of the confirmation that contains terms that do not comply without FANTON receiving written contestation of the same from the Client.

3.3 In the case of customised products, Orders duly accepted by FANTON cannot be cancelled by the Client without written consent by FANTON.

### 4) Product Prices

4.1 Product prices shall continue to be those shown in FANTON's catalogues / price lists, enclosed, in force at the time the Client sends the Order or, if the Product is not included in the price list or the price list is not available, the prices indicated in the Order and confirmed in writing by FANTON at the time of accepting the Order.

4.2 FANTON reserves the right to unilaterally change the discounts applicable to the Client and the prices indicated in the catalogues / price lists, also in cases in which such changes are due to circumstances beyond FANTON's control (merely by way of example: an increase in the price of raw materials, the cost of labour, or changes in exchange rates). Unless otherwise agreed in writing between the parties, the Client will be notified of the changes and they will apply for all Orders received by FANTON after the date the updated catalogues / price lists come into effect.

### 5) Delivery terms

5.1 Unless otherwise agreed between the parties in writing, delivery is EX WORKS from Conselve.

5.2 The material is to be shipped within the delivery date indicated in the Order Confirmation.

5.3 Delivery is taken as occurring when the Products are handed over to the Transporter. If the Client requests delivery of the Products according to an urgency procedure or in a special way (such as, merely by way of example: hydraulic lifting platform, unpacking of pallets, etc.), FANTON will prepare the shipment only subject to prior acceptance by the Client of the additional cost for the service requested.

5.4 At the time of delivery the Client is responsible for immediately checking, in the presence of the transporter, conformity of the quantities and condition of the packs sent, compared to the delivery note and packing list, also for deliveries of film-wrapped pallets.

5.5 FANTON will not be held responsible for delays or non deliveries due to circumstances beyond its control such as, merely by way of example and without any claim of being exhaustive:

- a) Inadequate technical data, mistakes or delays on the part of the Client in providing FANTON with the information or data required to deliver the Products.
- b) Difficulty in obtaining supplies of raw materials.
- c) Partial or total strikes, electrical black-outs, natural calamities, measures imposed by public authorities, transport difficulties, force majeure, disorder, terrorist attack, and any other causes of force majeure.
- d) Delays on the part of the transporter.

5.6 Should any of the events listed above arise, the Client shall not have any right to claim compensation for any damage or compensation of any other kind.

## 6) Payments

6.1 Unless otherwise agreed between the parties in writing, and without prejudice to customs requirements, FANTON, at its discretion, will issue the invoices after delivery of the Products.

6.2 Payments are to be made in Euro and by the due date indicated in the Invoice.

6.3 Failure to make payment by the due date agreed will give FANTON the right to ask for interest on overdue amounts at the interest rate laid down in Legislative Decree n°231/02.

6.4 No or delayed payment will give FANTON the right to suspend delivery of the Products and cancel each individual Sales Agreement signed. In this case, suspension of delivery of the Products or cancellation of Sales will not give the Client any right to claim compensation for damages.

## 7) Quality control and complaints

7.1 Any irregularity in the Products delivered to the Client and detected by them at the time of delivery related to the quantities indicated in the Order or to damaged packs must be indicated on the delivery note and the Transporter's bill of lading, and reported in writing to FANTON's Complaints Office within eight days of the delivery date. Should this not be done in the manner and within the timespan described above, the Products delivered will be taken as conforming to those ordered by the Client.

7.2 If the Product delivered to the Client has clear manufacturing and/or functioning anomalies and they have not been used, they will be considered "defective products". Only in this case, after reporting the same in writing to FANTON's Complaints Office, may the Client return the defective products after having been authorised to do so, and in the manner specifically indicated by FANTON's Complaints Office.

7.3 Any Product delivered to the Client that has been used at all, even partially, may not be considered a "defective product" in any way, in terms of 7.2 above, and the Client may not return it. In this case, after the Client has reported the same to the Complaints Office, FANTON will, at its discretion, evaluate the possibility and usefulness of replacing or repairing the Product or parts thereof that present defects or problems, at the Client's expense.

7.4 Any requests to return Products for reasons other than those provided for in the previous points will, at FANTON's discretion, be evaluated individually and if applicable, authorised by FANTON's Complaints Office that will inform the Client of the manner and conditions for the return.

7.5 Any request to return Products must be made, after reporting the same to FANTON's Complaints Office, within not more than 24 hours of delivery of the Products and only for Products included in updated catalogues / price lists.

7.6 The Products are to be used and/or installed according to their technical characteristics and the instructions given, in compliance with the safety regulations in place in the country of use and/or installation. FANTON shall not be responsible for any damage that may be caused to people, property, or animals, directly or indirectly, due to failure to comply with the instructions indicated on the products and/or in the usage and/or installation instructions.

## 8) Guarantee

8.1 FANTON guarantees that the Products are free of any faults / defects according to the terms laid down in the current Italian standard.

8.2 This Guarantee shall not apply to Products with defects that are due to: (i) damage caused during transport; (ii) negligent or improper use of the same; (iii) failure to apply FANTON's instructions related to operating, maintenance, and preserving the Products; (iv) repairs or modifications made by the Client or third parties, without prior written authorisation by FANTON.

8.3 In any case, the Client may not claim any guarantee rights against FANTON if the price of the Product is not paid according to the conditions and due dates agreed, also if failure to pay the price under the conditions and due dates agreed refers to Products other than those for which the Client intends to claim against the Guarantee.

## 9) Intellectual Property Rights

9.1 Unless expressly agreed in writing to waive these rights, the Intellectual Property Rights are fully and exclusively the property of FANTON and communication or use of the same in relation to these Conditions of Sale does not create any right or pretext on the part of the client in relation to the same. The Client undertakes to refrain from doing anything that is incompatible with ownership of Intellectual Property Rights.

9.2 The Client declares that: (i) FANTON is the sole owner of the Trademarks; (ii) they will abstain from using and registering trademarks that are similar to and/or can be confused with the Trademarks; (iii) they will use the Trademarks exclusively according to FANTON's instructions and exclusively for the purposes laid down in these Conditions of Sale.

## 10) Express termination clause

10.1 FANTON shall have the right to termination, in terms of and pursuant to art 1456 of the Italian Civil Code, at any time by notifying the Client in writing, of an individual Sale in case of non-fulfilment of the obligations laid down in articles, 3 (Orders and Sales), 7 (Payment), and 9 (Quality Control and Complaints).

## 11) Changing of the Client's asset status

11.1 FANTON shall have the right to suspend fulfilment of the obligations arising from the Sale of the Products, on the basis of art 1461 of the Civil Code, if the Client's asset status becomes such that there is a serious danger of a counter-claim, unless a suitable guarantee is provided.

## 12) Applicable law and jurisdiction

12.1 The Conditions of Sale and each individual Sale will be regulated and interpreted according to Italian Law.

12.2 Any disputes arising from or connected with these Conditions of Sale and/or each Sale shall be subject to the exclusive jurisdiction of the Court of Padua, Italy.

12.3 Without prejudice to art 12.2 above, FANTON reserves the right, as claimant in a lawsuit, to take such action in the place of residence of the Client, in Italy or abroad.