



GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale reported on the website of PWG S.r.l. are www.pwgsrl.com immediately accessible through the link provided in all the contractual forms of PWG Srl – Società con Socio Unico, the signing by the Customer implies knowledge and acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code of the relationships regulated below between PWG S.r.l. - with legal and operational headquarters in via E.MATTEI, 8-40050 Castello D'Argile -BO- share capital Euro 1,000,000.00 (1 million/00) tax code, VAT number 02873661207, with registration in the Register of Companies of BOLOGNA under REA No. BO474108 (hereinafter "PWG") - and any person who issues a purchase order (of hereinafter referred to as the "Customer").

1) Definitions

1.1 For the purposes of these general terms and conditions of sale (hereinafter referred to as the "Terms of Sale"), the following terms shall have the meanings given to them below:

- "**PWG**": PWG srl – Società con Socio Unico
- "**Customer**" means any company, entity or legal entity that purchases PWG Products from PWG;
- "**Products**": the goods manufactured, assembled and/or sold by PWG;
- "**Order(s)**": each proposal for the purchase of the Products forwarded by the Customer to PWG exclusively by fax, e-mail, certified email;
- "**Sale(s)**": any sales contract concluded between PWG and the Customer following the Customer's receipt of PWG's written acceptance of the Order;
- "**Trademarks**": all trademarks owned or licensed by PWG;
- "**Intellectual Property Rights**": all intellectual and industrial property rights of PWG, including, without limitation, the rights relating to: patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications, data, whether registered or not, as well as any application or registration relating to such rights and any other right or form of protection of a similar nature or having equivalent effect.

2) Purposes

2.1 These Terms of Sale govern Product Sales. All PWG Product Sales are governed by these Terms of Sale, which form an integral and substantial part of each Product Order. In the event of any conflict between the



terms and conditions set out in these Terms of Sale and the terms and conditions agreed in the individual Sale, the latter shall prevail. PWG will not be bound by the Customer's general terms and conditions of purchase (hereinafter, "GTCS"), even if they are referred to or contained in the orders or in any other documentation from the Customer, PWG Srl – Società con Socio Unico Castello d'Argile (BO), via E. Mattei, 8 Tel.: 051-686.20.00 r.a. – Fax: 051-686.13.43 Cod. and VAT number 02873661207 www.pwgsrl.com info@pec.pwgsrl.com without the prior written consent of PWG. GTCS will be not binding on PWG even by tacit consent.

2.2 PWG reserves the right to add, modify or delete any provision of these Terms of Sale, it being understood that such additions, modifications or deletions shall apply to all Sales concluded on or after the thirtieth day following the notification to the Customer of the new Terms of Sale.

3) Orders and sells

3.1 Customer must forward to PWG specific Orders containing the description of the Products, the quantity requested, the price and the terms required for delivery.

3.2 the sale must be considered concluded: (i) when the Customer receives a written confirmation from PWG (this confirmation may be sent via e-mail, PEC, fax) compliant with the terms and conditions of the Order (ii) or, in the event that the Customer receives a written confirmation from PWG containing terms different from those contained in the Order, after three working days from the date of receipt of the confirmation containing different terms without it reaching PWG in the aforementioned period written complaint from the Customer; (iii) or, in the absence of written confirmation from PWG, when the Products are delivered to the Customer.

3.3 Orders duly accepted by PWG may be canceled by the Customer only with the written consent of PWG and, in any case, up to the thirtieth day before the delivery date.

4) Prices of products

4.1 Prices of the Products will be those indicated in the PWG price list in force at the time the Order is placed by the Customer or, if the Product is not included in the price list or the price list is not available, those indicated in the Order and confirmed in writing by PWG upon acceptance of the Order. Except as otherwise agreed in writing between the parties, the aforementioned prices will be calculated ex works, net of VAT and discounts. These prices do not include packaging, shipping and transportation costs from PWG's premises to those of the Customer. These costs must be borne separately by the Customer.

4.2 PWG will retain ownership of the Products until full payment of the price thereof. The Customer must fulfill all the obligations required by local laws in order to make this retention of title clause valid and enforceable towards all third parties, including by registering it in any appropriate register, where locally required.

4.3 PWG reserves the right to unilaterally modify, without notice and with immediate effect, the prices shown in the price list in cases where the adjustment is due to circumstances beyond the control of PWG



(by way of example: an increase in the raw materials and labor costs or changes in exchange rates). In all other cases, the modification will be communicated to the Customer and will take effect on all Orders received by PWG starting from the thirtieth day following the date on which the modifications were notified to the Customer.

5) Delivery terms

5.1 Except as otherwise agreed in writing between the parties, PWG will deliver the products ex-works to its premises, as this term is defined in the INCOTERMS 2010 published by the International Chamber of Commerce in their most updated version, in force at the time of delivery . If requested, PWG will transport the Products at the risk, cost and expense of the Customer.

5.2 Delivery must take place within the deadline indicated in the Order as accepted in the order confirmation or, if the deadline has not been indicated in the Order, within 60 days starting from the first working day following confirmation of the individual Order. Delivery terms are indicative and are not essential terms pursuant to art. 1457 of the Civil Code and, in any case, do not include transport times.

5.3 Except as provided in the previous art. 5.2, PWG will not be considered responsible for delays or non-delivery attributable to circumstances beyond its control, such as by way of example and without claiming to be exhaustive: a) inadequate technical data or inaccuracies or delays by the Customer in transmitting to PWG information or data necessary for shipping the Products; b) difficulty in obtaining supplies of raw materials; c) problems related to production or order planning; d) partial or total strikes, lack of electricity, natural disasters, measures imposed by public authorities, difficulties in transport, causes of force majeure, riots, terrorist attacks and all other causes of force majeure; e) delays on the part of the shipping company.

5.4 The occurrence of some of the events listed above will not give the Customer the right to request compensation for any damages or compensation of any kind.

6) Transportation

6.1 Except as otherwise agreed in writing between the parties, transport will always take place at the expense and risk of the Customer, for which Pwg is not responsible for any theft and/or damage and/or total or partial shortages. In the event that Pwg, pursuant to art. 5.1, is requested to take care of the transport of the Products, Pwg will choose the means of transport it deems most appropriate in the absence of specific instructions from the Customer.

7) Payments

7.1 Unless otherwise agreed in writing between the parties, Pwg, at its discretion, will issue invoices upon acceptance of the Order or delivery of the Products.

7.2 Payments must be made in Euros and within 30 days starting from the last day of the month in which the invoice was issued. Payment for supplies according to the amounts indicated in the invoices must be



made within the times and in the manner foreseen without any deduction or discount. PWG remains entitled to: - request cash payment upon ordering, upon notification of goods ready or upon shipment; - grant an extended payment term, possibly against the release of adequate guarantees, beyond which late payment interest will be charged; - withhold deposits and advances as a penalty in the event of cancellation or cancellation of the order by the Customer, without prejudice, in any case, to Pwg's right to compensation for any greater damage suffered.

7.3 Failure to pay, even partially, beyond the agreed terms will give Pwg the right to request the Customer to pay default interest which will be charged under the conditions and to the extent established by Legislative Decree no. 231 of 9.10.2002.

7.4 Failure to pay or delay in payments exceeding 30 days will give Pwg the right to suspend delivery of the Products and terminate each individual signed Sale. Suspension of delivery of the Products or termination of Sales will not give the Customer the right to claim any compensation for damages.

7.5 Any complaint relating to the Products and/or their delivery cannot in any case justify the suspension or delay in payment.6) Trasporto

8) Non-conformity

8.1 Any discrepancy in the Products delivered to the Customer with respect to the type and quantity indicated in the Order must be reported in writing to PWG within ten days from the delivery date. If the complaint is not communicated within the aforementioned deadline, the Products delivered will be considered as compliant with those ordered by the Customer.

9) Warranty

9.1 Unless otherwise agreed in writing between the parties, PWG guarantees that the Products are free from faults/defects (with the exclusion of those parts of the Products which are not produced by PWG) for a period of one year starting from the date of delivery of the same to the Customer.

9.2 The guarantee will not apply to those Products whose defects are due to (i) damage caused during transport; (ii) negligent or improper use of the same; (iii) failure to comply with PWG instructions relating to the operation, maintenance and conservation of the Products; (iv) repairs or modifications made by the Customer or third parties without the prior written authorization of PWG. In any case, periodic maintenance interventions and the repair or replacement of parts due to wear and tear, as well as consumables (components that foreseeably require periodic replacement during the useful life of a product), are excluded from the warranty.

9.3 Provided that the Customer's complaint is covered by the warranty and notified within the terms set out in this article, PWG will undertake, at its discretion, to replace or repair each Product or parts thereof which present faults or defects.



9.4 The Customer must report the presence of faults or defects in writing to PWG within 8 days of delivery of the Products if they are obvious faults or defects, or, within 8 days of discovery in the case of hidden faults or defects or those not detectable by a person of medium diligence.

9.5 Products subject to the complaint must be immediately sent to the PWG factory, or to any other place that the latter will indicate from time to time, at costs and expenses borne by the Customer unless otherwise agreed between the parties, in order to allow to PWG to carry out the necessary checks. The warranty does not cover damage and/or defects of the Products resulting from anomalies caused by, or connected to, parts assembled/added directly by the Customer or by the end consumer. If, under this warranty, a defective Product or component is replaced, ownership of the replaced Product or component will revert from the Customer to PWG.

9.6 In any case, the Customer will not be able to assert warranty rights towards PWG if the price of the Products has not been paid under the agreed conditions and terms, even if the failure to pay the price under the agreed conditions and terms refers to Products other than those for which the Customer intends to assert the guarantee.

9.7 PWG does not recognize any guarantee regarding the conformity of the Products with the rules and regulations of countries that do not fall within or do not belong to the European Union. No other guarantee, express or implied, such as, by way of example, the guarantee of good functioning or suitability for a specific purpose, is granted with reference to the Products.

9.8 Without prejudice to what is indicated in the previous art. 9.3 and except in the case of willful misconduct or gross negligence, PWG will not be liable for any damage deriving from and connected to defects in the Products. In any case, PWG will not be held responsible for indirect or consequential damages of any nature such as, by way of example, losses resulting from the Customer's inactivity or lost profits.

9.9 In the event that an identical defect in a Product recurs repeatedly and is attributable to the same cause during the period of 12 months from delivery of the Products to the end customer and, in any case, no later than 24 months from delivery to the Customer, PWG will refund, within the limits set out in the following art. 9.10, all direct damages borne by the Customer and appropriately documented in relation to a campaign to withdraw defective Products from the market, and any other additional cost relating to the repair and replacement of the Products, provided that the Customer has reasonably undertaken to limit the losses that PWG could have suffered. The Customer will follow PWG's instructions for withdrawing the Products from the market.

9.10 In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the value of the Products that present defects or defects.8) Non-conformità

10) Self-certification and Indemnity

10.1 By purchasing the product, the Customer declares that his business and corporate organization complies with the precepts that guarantee pursuant to art. 2087 c.c. the protection of working **conditions**,



for which it indemnifies PWG from any and all liability regarding safety and prevention of accidents at work (Legislative Decree 9.4.2008 n. 81), guaranteeing that the use of the product(s) supplied /i will comply with the general and specific national and European legislation on the matter.

11) Intellectual Property Rights

11.1 The Intellectual Property Rights are the total and exclusive property of PWG and their communication or use within the scope of these Conditions of Sale does not create, in relation to them, any right or claim for the Customer. The Customer undertakes not to carry out any act incompatible with the ownership of the overall intellectual property rights as indicated in point 1.1.

11.2 The Customer declares that: (i) PWG is the exclusive owner of the Trademarks; (ii) will refrain from using and registering trademarks that are similar and/or confusingly similar to the Trademarks; (iii) will use the Marks exclusively in compliance with PWG's instructions and exclusively for the purposes set out in these Conditions of Sale.

12) Express termination clause; nullity of the contract due to violation of mandatory rules; “No-Russia Clause” - EU Regulation n. 2023/2878

12.1 PWG will have the right to terminate, pursuant to and for the purposes of the art. 1456 of the Italian Civil Code, at any time by written communication to be sent to the Customer, the individual Sale in the event of failure to fulfill the obligations set out in articles: 4 (Price of the Products); 7 (Payments); 11 (Intellectual Property Rights).

12.2 The Customer may not sell, export or re-export, directly or indirectly, into the Russian Federation or for use in the Russian Federation any goods supplied under or in relation to this Agreement which fall within the scope of Article 12g of the Regulations (EU) no. 833/2014 of the Council.

12.3 The Customer will do everything possible to ensure that the purpose of paragraph 12.2 is not undermined by third parties further down the commercial chain, including any resellers.

12.4 The Customer, pursuant to art. 1176 of the Civil Code, must maintain monitoring that can identify behavior of third parties downstream of the commercial chain, including any resellers, which would defeat the purpose of paragraph 12.2.

12.5 Any breach of paragraphs 12.2, 12.3 or 12.4 will constitute a material breach of an essential element of this Agreement and PWG will be entitled to seek appropriate remedies, including, but not limited to: invalidity of the Agreement for contravention of mandatory rules and public order and ii) a penalty equal to



€100,000.00 (one hundred thousand/00) as an adequate remedy for the risk of repercussions and consequences on PWG, with exemption/right to request the greater damage suffered.

12.6 The Customer shall immediately inform PWG of any problems in the application of paragraphs 12.2, 12.3 or 12.4, including any relevant activities by third parties which may defeat the purpose of paragraph 12.2. The Customer must make available to PWG the information relating to compliance with the obligations referred to in paragraphs 12.2, 12.3 or 12.4 within two weeks of simply requesting such information.

13) Change in the Customer's financial conditions

13.1 PWG will have the right to suspend the fulfillment of the obligations deriving from the Sale of the products, based on the art. 1461 of the Italian Civil Code, in the event that the financial conditions of the Customer become such as to place the achievement of the consideration in serious danger, unless suitable guarantee is provided.

14) Legal domicile, applicable law and jurisdiction

14.1 PWG is legally domiciled at its head office.

14.2 The Conditions of Sale and each individual Sale will be governed and interpreted in accordance with Italian Law with the exclusion of the 1980 Vienna Convention on contracts for the international sale of movable goods.

14.3 All disputes arising from or connected to these Conditions of Sale and/or to each Sale will be subject to the exclusive jurisdiction of the Court of Bologna.

14.4 Except as agreed in the previous art. 14.3, PWG will have the right to bring legal action in the judicial district in which the Customer has its registered office and/or residence, in Italy or abroad.

15) Final dispositions

15.1 The invalidity in whole or in part of individual provisions of these General Conditions of Sale does not affect the validity of the remaining provisions.

15.2 It is understood that any tolerance of violations of these General Conditions or any failure to exercise any right or option provided therein cannot in any way be interpreted as a waiver to exercise the rights and/or options connected to them or consequent.

15.3 Any request, consent, approval, waiver and more generally any communication provided for by these General Conditions will be considered validly carried out if made in writing and in Italian or English and when said communication (i) is personally notified to the party to whom it is sent by registered mail with return receipt or (ii) has been sent by certified mail, with return receipt, to the person and address indicated below, or to that different address subsequently communicated using the methods indicated



here. Communications sent in this way will be considered effective from their receipt: PWG Srl – Sole Shareholder Company via E. Mattei n.8 40050 Castello d'Argile (Bologna). PEC: info@pec.pwgsrl.com

15.4 Pursuant to and for the purposes of art. 13 of Regulation 2016/679/EU (GDPR), PWG informs the Customer that the personal data acquired as part of the contractual relationship will be collected and processed in paper and/or electronic form for the purposes related to the stipulation and management of the Order or to execute the obligations established by law. In this regard, it is specified that the acquisition of such data and the subsequent processing of the same are mandatory by law and by contract for the purposes of the correct establishment and/or execution of the inter partes relationship. Such data will be retained for the duration of the contractual relationship and following the termination of the relationship itself for a period not exceeding the limitation period pursuant to the current legal provisions. The Customer, by sending his Order, consents to the processing of the personal data provided. The data controller is PWG whose identification data are indicated in the Order.

15.5 These General Conditions of Sale are drawn up in Italian and English. In the event that interpretative doubts or discrepancies arise, the Italian text must in any case be considered prevailing.

The Customer confirms, approves and accepts all the clauses of these "GENERAL CONDITIONS OF SALE" and, pursuant to and for the purposes of the articles. 1341 and 1342 of the Italian Civil Code, specifically approves the provisions referred to below: articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

Castello D'Argile, Bologna, 20 marzo 2024

PWG Srl – Società con Socio Unico