

## CARRARO TITO & FIGLI SRL'S GENERAL TERMS AND CONDITIONS OF SALE

### 1 Formation and execution of the Agreement

1.1 These General Terms and Conditions of Sale of Carraro Tito e Figli S.R.L., having its registered office in Via Viasana 6/G, 30035 Mirano (Venezia), Italy ("CARRARO"), rule the sale of the products manufactured and/or marketed by CARRARO ("Products"). The Products' sale agreement between CARRARO and the Buyer, of which these General Terms and Conditions of Sale are an integral and essential part ("Agreement"), replaces any other commitment, agreement or understanding, whether oral or written, previously made between CARRARO and the Buyer. Under no circumstances shall general terms and conditions of any nature whatsoever, included in orders and/or in other documents sent by the Buyer or by third parties, be held as applicable, unless expressly accepted in writing by TONDI.

1.2 During the pre-contractual negotiations, CARRARO will address to the Buyer a form called "OFFERTA CLIENTE/OFFER" of purely commercial value and shall not be construed in any way a proposal subject to art. 1326, paragraph 1, Commercial Code. After any likely negotiations between the Parties, CARRARO sends to the Buyer a sale proposal called "CONFERMA D'ORDINE / ORDER CONFIRM", equivalent to a proposal pursuant to art. 1326, paragraph 1, Commercial Code, by e-mail with confirmation of receipt (hereinafter "Proposal"). The Buyer undertakes to check the completeness, correctness and truthness of any fiscal and legal data, to be exclusively liable thereupon and to promptly warn CARRARO about any mistake and/or inaccuracy. Pursuant to Section 1326, par. 1, of the Italian Civil Code, the Agreement is formed at the moment in which CARRARO receives by the Buyer the acceptance of the Offer, to be sent by the Buyer to CARRARO by e-mail with acknowledgment of receipt to [ordini@carrarodesign.com](mailto:ordini@carrarodesign.com) ("Acceptance").

### 2 Terms of Delivery

2.1 Under no circumstances the terms of delivery provided for by the Agreement ("Terms of Delivery") can be considered as of essence. The Terms of Delivery are set from the date in which CARRARO receives the Order Confirmation, sealed and signed by the Buyer and it contains all the data required and in case of advanced payment for total or partial the receipt of it into CARRARO's bank account. The Terms of Delivery expressly indicated in the corresponding order form's blank titled "consegna confermata" (i.e. "Scheduled Delivery") refer to complete Acceptance of the order confirmation within 24 (twenty-four) hours from the sending date. CARRARO shall not be liable for delays in the Delivery due to carriers.

2.2 Under no circumstances shall possible delays by CARRARO in delivering the Products, when said delay is inferior or equal to 60 (sixty) calendar days with reference to the agreed or postponed Term of Delivery, entitle the Buyer to claim for damages or for a price reduction, nor to any termination- and/or any cancellation- and/or any modification-right. When the delay by CARRARO in delivering the Products is greater than 60 (sixty) calendar days with reference to the agreed or postponed Term of Delivery, the Buyer shall be entitled to receive a daily penalty of EUR 50,00 (fifty/00), starting from the sixty-first day and until the date of the effective delivery; the Buyer expressly waives to claim for further damages, as well as to any right to claim for a price reduction and to claim for any termination- and/or any cancellation- and/or any modification-right.

2.3 In case of delays in the delivery of the Products determined by a fortuitous event, force majeure and/or by other causes which cannot be ascribed to CARRARO's fraud and/or to CARRARO's gross negligence, CARRARO shall endeavour in any reasonable efforts to deliver the Products within 60 (sixty) working days following the Terms of Delivery provided for by the Agreement, without prejudice of the above art. 2.1. In any case, the Buyer will not be entitled to compensation and/or damages, nor will the Buyer have any termination/modification/annulment right, nor will the Buyer have any right to claim for a price reduction with reference to the Products. Force majeure shall be interpreted as including, but not limited to, strikes, union agitation, lock outs, fire, flood, inundation, prevented or delayed navigation due to negative air/sea/river conditions, electricity breakdown, short supply or absence of raw materials, delay in the delivery by the suppliers, unsuitability of the site, regulation or other governmental order(s), earthquakes or other disasters of the elements, embargoes, war or insurrection or sanitary emergency or any other cause beyond CARRARO's reasonable control.

2.4 When, by performing its obligations, CARRARO requests the transmission by the Buyer of specific data and information, any delay in the relevant transmission, or any delay in the sending of the Order Confirmation by the Buyer, will determine, at least, a proportional postponement of the Terms of Delivery. In any case, unless expressly otherwise agreed in writing, if, during the performance of the Agreement, the Buyer requires in writing any technical modification of the Products, on CARRARO's prior approval, the relevant Term of Delivery will be deemed as automatically extended for the period reasonably needed to accomplish the requested modifications, even when said modifications do not imply a price modification.

### 3 Delivery

3.1 Unless otherwise agreed in the Agreement, the Products are delivered FCA (Incoterms® 2020) - CARRARO's registered office in Via Viasana 6/G, 30035 Mirano (Venezia), Italy after the issuance of CARRARO's notice of goods ready for delivery. When otherwise agreed in writing, the Buyer undertakes to collect the Product within and no later than the agreed term.

3.2 In case of delay in the Products' collecting, the agreed terms of payment shall not be extended and the Buyer will bear all the expenses related to the storage in the warehouses of CARRARO and/or of third subjects and related to the Products' safekeeping as well. It is understood that the Buyer will bear the risk of damage, perishing, loss and/or theft of the same Products as from the term of collecting initially agreed. The Buyer declares and acknowledges that the storage and/or custody of the Products in the warehouses of CARRARO are accomplished in places and/or with modalities which are suitable for the correct conservation of the same Products, but that a long storage could anyway damage the Products because of their inner nature; the Buyer therefore waives to raise any claim, plea or counterclaim to such a purpose.

3.3 When the Buyer does not collect the products, the Buyer shall pay to CARRARO, as a penalty, a sum equal to 100% (one hundred percent) of the price of the relevant Products, and the relevant further damages as well; under any circumstances, CARRARO reserves the right to start judicial proceedings to enforce its contractual rights.

3.4 The Buyer undertakes to be present during the unloading operations of the delivered Products and to sign the transport documents. In case of lacking signature at moment of the Delivery, the transport documents shall be transmitted via email by CARRARO to the Buyer as soon as possible; in such a case, the relevant contents shall be deemed as entirely accepted by the Buyer lacking any written complaints by the Buyer within and no later than 24 (twenty-four) hours as from the receipt of the same documents.

### 4 Prices – Price List

4.1 The price is the currency specified in the Agreement; lacking said specification, the price is deemed to be fixed in EUR currency, V.A.T. excluded.

4.2 CARRARO reserves the right to modify and/or complement, at its sole discretion, the price list, by giving the Buyer a prior notice of 30 (thirty) calendar days.

4.3 If, after the formation of the Agreement under art. 1.2, an extraordinary or unforeseeable event takes place, so that CARRARO's performance becomes excessively onerous pursuant to Article 1467 of the Italian Civil Code, the Buyer and CARRARO shall renegotiate in good faith the terms and conditions of the Agreement, without prejudice to CARRARO's termination right pursuant to Article 1467, par. 1, of the Italian Civil Code.

4.4 Without prejudice of above clause 4.3, it is hereby understood that, when the raw materials cost and/or the labour cost exceptionally increase and/or the money exchange becomes exceptionally unfavourable for CARRARO in the space of time between the formation of the Agreement and the Delivery, CARRARO is entitled to increase the agreed price. The amount corresponding to the price increase will be charged to the Buyer by issuing an invoice to be paid by bank wire 30 (thirty) calendar days after the invoice date.

### 5 Payments

5.1 The terms and conditions of payment are those indicated and/or referred to in the Agreement. Payments made by securities, bills of exchange, cheques, assignments or by other means, shall not constitute a novation of the original contractual relationships and they are accepted by CARRARO subject to collection. The clearing charge, the discount charge and/or the registration-charge etc., of negotiable instruments, bills of exchange, cheques etc. are exclusively borne by the Buyer.

5.2 The Buyer declares and guarantees to CARRARO to be fully solvent, to have and to keep adequate financial and/or patrimonial conditions for making the payment of the price of the Agreement without any undue delay.

5.3 In case of lacking or partial payment of the price, or in case of delay in the payment of the price exceeding 15 (fifteen) calendar days, CARRARO shall have the right to suspend the performance of the Agreement till the complete payment of the amounts due, or till the providing of adequate guarantees, or the right to terminate the Agreement with any legal consequences. When the patrimonial and/or financial and/or company conditions of the Buyer (even when they so become after the execution of the Agreement) are deemed to put the relevant payment at risk, or if the Buyer does not timely and exactly pay the products delivered by CARRARO also with reference to other contractual relationships between the Parties, CARRARO shall have also the right to suspend the performance of the Agreement or the right to terminate the Agreement.

5.4 In case of delayed payment, whether total or partial, CARRARO shall have the right to receive the payment of interests as provided by the applicable law (Italian Legislative Decree no. 231/2002, and subsequent modifications); in any case, interests accrual shall start automatically, without any need for CARRARO to send a formal notice to pay. In such a case, CARRARO reserves the right to modify, at its sole discretion, the method and terms of payment indicated in the Agreement. In case of payment by instalments, the lacking payment of even just one instalment shall determine the forfeiture of the benefit of time and CARRARO shall have the right to request the immediate payment of the total price, without any discounts on the price list, which shall be automatically deemed as non-applicable. In any case, in the abovementioned circumstances, CARRARO shall have the right to withhold the received amounts. CARRARO expressly reserves the right to claim any further damages.

5.5 Under no circumstances shall possible defects of the Products, even if expressly acknowledged by CARRARO, as well as possible delays in respect of the agreed Terms of Delivery, give the Buyer the right to suspend the relevant payments and/or any other payment due to CARRARO in relation to this Agreement or in relation to other contractual relationships ("solve et repete" clause pursuant to Section 1462 of the Italian Civil Code). Any claim, plea or counterclaim, whether judicial or out-of-court, shall be made by the Buyer only after having made the entire payment of the price of the Agreement.

### 6 No acts of disposition

6.1 Unless having first completely paid the price to CARRARO, the Buyer undertakes not to sell the Products, nor to assign them to third parties, nor to grant them as securities.

6.2 Should the delivered Products be affected by possible enforcement measures taken by third parties, notwithstanding their proper names, the Buyer shall immediately communicate it to CARRARO by return receipt registered letter. Lacking said communication, CARRARO shall have the right to immediately terminate the Agreement, by withholding the received amounts as a penalty and without prejudice of CARRARO's right to claim for further damages.

### 7 Warranties and claims – Returned Products – Price List

7.1 CARRARO warrants the absence of any defects in the Products for 12 (twelve) months as from the Delivery date, in accordance with the applicable law. When the Buyers' complaints as to the existence of defects in the Products are well-founded and accepted by CARRARO during the warranty period, CARRARO shall substitute the defective Products for free and/or, at its sole discretion, by repairing them within a suitable term, by delivering them FCA (Incoterms® 2020) - CARRARO's registered office in Via Viasana 6/G, 30030 Mirano (Venezia), Italy, or in accordance with the different terms agreed with the Buyer. It is agreed that the warranty here above is limited to the defects of the Products expressly acknowledged and accepted by CARRARO.

7.2 Under penalty of cancellation of the warranty, the Buyer shall notify CARRARO with the found defects in writing, by sending a detailed return receipt registered letter to be anticipated by email to [qualita@carrarodesign.com](mailto:qualita@carrarodesign.com), by also enclosing the relevant adequate pictures, within and no later than 8 (eight) calendar days as from the Delivery of the Products. In any case, under penalty of cancellation of the warranty, the Buyer expressly undertakes to make any complaints - about the quantitative differences or about the non-integrity of the Products - at the moment of the Delivery, to report said complaints in the transport documents and to confirm them within and no later than 8 (eight) calendar days as from the Delivery date; lacking the above, the relevant complaint shall be deemed null and void.

In case of hidden defects, the Buyer shall notify CARRARO with the found defects in writing, by sending a detailed registered letter with return receipt to be anticipated by email and by also enclosing the relevant adequate pictures, within and no later than 8 (eight) calendar days as from the date of the relevant discovery.

The burden of the proof as to the date in which the Products have entered into the material availability of the Buyer, the date of the discovery and, as the case may be, the burden of the proof of the hidden nature of the defects, shall be borne exclusively by the Buyer.

The Buyer expressly waives to raise any claim, plea or counterclaim to such a purpose. Unless otherwise agreed in writing by the Parties, any and all other expenses and risks pertaining to the substitution and/or reparation shall be borne exclusively by the Buyer.

7.3 The warranty shall be excluded when the defects notified by the Buyer have been determined by one or more of the following causes: (i) mistakes in the information and/or in the technical data provided to CARRARO by the Buyer in accordance to clause 2.3; (ii) alterations and/or modifications of the Products which have not been previously authorised in writing by CARRARO; (iii) storage and/or safekeeping of the Products in places and/or with modalities inadequate for their perfect conservation; (iv) improper use of the Products by the Buyer or by third parties, included the Products' washing with detergents and/or unsuitable substances; (v) installation of the Products in third parties' sites; (vi) any other cause which cannot be directly ascribed to CARRARO. With the correct and timely performance of the warranty activities, the Buyer waives any further claims and/or rights to damages towards CARRARO.

7.4 If the Agreement is a sale by type of sample agreement (vendita su tipo di campione), it is hereby understood that the sample shall indicate the quality just in a mere approximate way. Pursuant to Section 1522, par. 2, of the Italian Civil Code, the Buyer shall therefore have a termination right exclusively when the dissimilarity between the Products and the sample is remarkable. The Buyer declares to have been informed about the fact that the conformity between the sample and the Products cannot be exactly replicated as material used are subject to colour changes and to technical allowances.

7.5 The Buyer declares and acknowledges that the information and/or data and/or images and/or wording of the Products, indicated in CARRARO's price list(s) and/or on the website [www.carrarodesign.com](http://www.carrarodesign.com) and/or in other technical/commercial/promotional material, have a mere indicative nature. CARRARO expressly reserves the right to modify, at any time and without any prior notice, any and all specifications, models, materials, colours, accessories and, in general, any and all features of the Products indicated in price list(s) and/or on the abovementioned website and/or in other technical/commercial promotional material.

### 8 Confidentiality

In the pre-contractual phase and/or in the performance of its obligations, CARRARO may transmit to the Buyer some information or data having a strictly confidential nature and related to the Product(s), such as, without limitation of the foregoing, preliminary projects, software, processing, methods, procedures and corresponding sketches, inventions, instructions manuals, techniques and related technologies, marketing plans, price list ("Confidential Information").

The Buyer undertakes to receive and to keep the Confidential Information as confidential and secret. The Buyer undertakes not to reproduce, disclose, or in any way use – whether directly or indirectly – the Confidential Information, whether for its purposes or for third parties' purposes, or for purposes not connected to the performance of the Agreement. The Buyer undertakes to perform the confidentiality obligations under this clause also on behalf of its shareholders/quotholders, employees, managers, directors, consultants, agents or other subjects linked to and/or dependent upon the Buyer, also on an occasional basis, to whom the Confidential Information may be disclosed.

The Buyer undertakes to return to CARRARO the Confidential Information as soon as the Buyer does not need them anymore and, in any case, when CARRARO so requires in writing. The Buyer undertakes not to make any copy, not even an electronic copy, of the Confidential Information, nor in whole nor in part.

The Buyer expressly acknowledges the importance of the Confidential Information for CARRARO's activity and therefore the Buyer acknowledges that any and all violation of the confidentiality obligations under this clause constitutes not only a contractual breach, but also an act of unfair competition.

No clauses of these General Terms and Conditions of Sale may, directly or indirectly, entitle the Buyer to any rights or interests whatsoever on the Confidential Information. The Buyer undertakes to abstain from filing any patent application and/or model application which involves the Confidential Information. Should the Buyer breach the confidentiality obligations under this clause, the Buyer shall pay to CARRARO all the relevant damages.

### 9 Taxes

Any taxes, tariffs, duties, customs, fees, tolls, licenses, authorizations, leaves and/or other fiscal and/or customs and/or administrative burdens, notwithstanding their names, provided for by the law of the State in which the products are imported ("Taxes"), are completely and exclusively borne by the Buyer. Under no circumstances shall any delay in the payment of the Taxes shall give to the Buyer a termination right, nor shall entitle the Buyer to claim for damages. The Buyer expressly waives to raise any claim, plea and/or counterclaim in this regard.

### 10 No assignment

The Agreement cannot be assigned, not even partially, by the Buyer, unless CARRARO gives its prior written consent. CARRARO reserves the right to assign, totally or partially, the Agreement, by sending a prior written notice to the Buyer.

### 11 Language

These General Terms and Conditions of Sale are written in Italian language, to be considered as the sole binding text. In case of translation into foreign languages, the relevant texts shall be held as mere working papers.

### 12 Titles

The clauses' titles in these General Terms and Conditions of Sale have a mere indicative meaning and do not imply any restriction to what is therein provided for.

### 13 Waiver

The circumstance that CARRARO does not enforce, in any moment, its right/s in accordance with one or more clauses of the Agreement shall not be interpreted as a general waiver to said rights, nor shall it prevent CARRARO from afterwards requiring their timely and exact compliance.

### 14 Severability

The possible invalidity or ineffectiveness of any clauses of these General Terms and Conditions of Sale, for any reason whatsoever, shall not imply the invalidity of the whole Agreement nor the invalidity of any other contractual provisions which are not directly linked to and/or dependent on the clause to be held null or ineffective.

### 15 Sole court – reimbursement of the legal fees and expenses

15.1 For any dispute related to the formation, application, interpretation, validity, effectiveness, execution and/or termination of the Agreement the sole competent court shall be exclusively the Tribunale (i.e. the District Court) of Venezia (Italy). Without prejudice of the above, CARRARO shall have the right to start any legal proceedings, included preventive or provisional proceedings, before the courts of the Buyer's domicile.

15.2 For any lawsuit related to the formation, application, interpretation, validity, effectiveness, execution and/or termination of the Agreement, the winning party shall be entitled to receive, by the losing party, the reimbursement of any and all costs, expenses and professional fees (whether legal or technical), to be calculated in a reasonable way, borne as a consequence of the lawsuit.

### 16 Applicable law

The Italian law is applicable to the Agreement, it being understood that the application of the United Nations Convention on the International Sale of Goods (Vienna Convention 11<sup>th</sup> April 1980) shall be in any case expressly excluded.