

GENERAL CONDITIONS OF SALE

1. DEFINITIONS – SPHERE OF APPLICATION

1.1 These general conditions of sale (“**Conditions**”) regulate all current and future sales contracts (“**Contracts**”) for the products and services (“**Products**”) sold or supplied by **Isolgomma s.r.l.**, with registered office at Via dell’Artigianato 24, 36020 Albettonne (VI), VAT number 00215940248 (“**Isolgomma**”) in the form of orders and order confirmations of which they constitute an integral and substantial part.

1.2 General conditions drawn up by the Purchaser shall not, however, under any circumstances apply, even if not expressly rejected when received.

1.3 When placing an order with Isolgomma, the purchasing company (“**Purchaser**”) fully accepts these Conditions, to the exclusion of any other term, condition, warranty or declaration, unless it gives notice of revocation BY THE END OF THE WORKING DAY following the date on which the Order confirmation was received.

2. CONDITIONS OF SALE

2.1 Orders

2.1.1 Orders represent an irrevocable offer to purchase on the part of the subject that places them, but are not binding on Isolgomma, which reserves the right to choose whether or not to accept them. A contract of sale is considered to have been concluded when the Order confirmation is sent by Isolgomma.

2.1.2 The Purchaser shall forward to Isolgomma an order for any individual request for delivery of the Products (“**Order**”). The Order confirmation shall indicate the type and quantity of Products requested, the delivery address, the detailed technical specifications requested by the Purchaser, and any other information required by Isolgomma, as each case arises. Isolgomma, in any event, reserves the right to make acceptance of the Order conditional upon specific payment methods and/or the issuing of an adequate guarantee.

2.2 Consignments and delivery

2.2.1 The Products shall be delivered to the location specifically indicated in the Order confirmation. Transportation shall only be insured if expressly required by the Purchaser, at its expense. The transportation methods and route are at the discretion of Isolgomma, unless the Purchaser gives specific instructions in writing and, in this case, may be subject to an additional charge.

2.2.2 The delivery terms are only approximate. Completion of the Order by Isolgomma beyond the agreed delivery date shall not entitle the Purchaser to demand that the contract be terminated, unless the delay in question constitutes a serious breach.

2.2.3 Isolgomma shall not be held in any way responsible for delays caused by trade strikes, lockout, trade union unrest or similar, extraordinary measures taken by a public administration, transport restrictions, transport problems, delayed or faulty delivery of materials ordered in due time, electricity blackout or similar impediments to production, shopfloor fire or accidents at its plants or those of sub-contractors, measures taken to adapt to legislative regulations, war or pandemic, acts of terrorism, uprising, riot, revolution, bans, embargo, industrial or commercial tension, adverse weather conditions, sickness, accident or breakdown of plants or machinery, or any other conditions over which Isolgomma does not reasonably have control (“**Force Majeure**”).

2.2.4 The Purchaser undertakes to accept delivery as soon as Isolgomma notifies it that it is ready for the consignment. Products in storage at Isolgomma for a period exceeding 15 days after the delivery date indicated in the Order confirmation shall be sent and the related transportation costs charged.

2.3 Retention of property

2.3.1 Isolgomma retains full ownership of the Products until the price, duties and taxes have been fully settled.

2.3.2 Risk and liability connected with the Products supplied are transferred to the Purchaser as soon as they are delivered.

3. PRICES AND PAYMENT TERMS

3.1 The prices are those indicated in the Order confirmation or, if not indicated, that notified by Isolgomma or, if the price is neither indicated nor in any other way communicated, it shall be taken from the Isolgomma Price list applying when the Contract is concluded.

3.2 The payment terms are stated in the Order confirmation, unless otherwise agreed in writing by the parties.

3.3 Isolgomma reserves the right to modify the prices at any time, without prior notice.

3.4 In the event of delayed payment, default interest shall be applied on the amounts outstanding from the due date to the date of actual settlement.

3.5 The Purchaser acknowledges the fact that the Order confirmation and/or Contract may provide for the payment of penalties.

3.6 All payments shall be made in EUROS. Isolgomma reserves the right to adapt the prices accepted or quoted for the Products to reflect currency exchange rate fluctuations, variations in the costs of raw materials or in similar circumstances over which Isolgomma has no control or only limited control.

3.7 The agreed prices are net of VAT and any other tax or duty, which are borne by the Purchaser.

4. WARRANTIES

4.1 Isolgomma warrants solely the conformity of the Products to the specifications set out in the Order confirmation for a period of twelve (12) months from the date of delivery to the Purchaser. The warranty expressly excludes any manufacturing defects in the Products supplied or their fitness for use. Isolgomma shall not be held liable for damage resulting from the improper use of the Products by the Purchaser or by third parties, failure to follow instructions given by Isolgomma, incorrect use or modification or repairs without the seller's consent.

4.2 In the event that the Purchaser makes a complaint, Isolgomma, at its absolute discretion, may request that the conformity of the Products be verified and decide on the measures to be taken accordingly.

4.3 Isolgomma shall not, under any circumstances, be held liable for damage to property or injury to persons, consequential loss, loss of earnings, loss of production, loss of goods in stock or similar that should arise from the breach of the warranty, regardless of the cause (including manufacturing defects, unlawful acts or delays).

4.4 Subject to the foregoing, liability on the part of Isolgomma for any claims and warranties (including indemnities or liability, breach of agreements, damage, loss, etc.) under these conditions shall be limited, as a whole, to the purchase price applying to the specific consignment of the Product to which the claims or warranties refer.

4.5 All the figures that appear in Isolgomma catalogues, instructions, drawings, etc., and similarly, all technical data and other information, represent approximate indications serving the Purchaser merely as a guideline and do not form a part of these conditions. Isolgomma shall not be held liable for instructions or technical assistance given verbally. Written information shall be provided in reply to a direct request, provided that the information given in the request is not incomplete or misleading.

4.6 The obligations assumed by Isolgomma under this article exclude any further warranty or liability and constitute the only remedies available to the Purchaser.

5. PROCESSING OF DATA

5.1 Within the meaning and for the purposes envisaged in European Regulation no. 679/2016, it is pointed out that Isolgomma shall collect, record, reorganise, store and use personal data, using both electronic and paper-based media, for purposes connected with Isolgomma's corporate activities and also to perform legal obligations connected with the management of the contract.

6. NON-DISCLOSURE and INTELLECTUAL PROPERTY

6.1 The Purchaser acknowledges that information and material (for example, but not limited to the following: drawings, samples, specifications and technical tables, etc.) transmitted to it by Isolgomma are solely the property of Isolgomma and are confidential.

6.2 The trademarks of which Isolgomma is proprietor ("**Trademarks**") are and shall remain its exclusive property and may not in any manner be transferred to third parties.

6.2 The Purchaser undertakes to use the Trademarks, adopting the procedures specified in writing by

Isolgomma.

6.3 The Purchaser acknowledges that information and material (for example, but not limited to the following: drawings, samples, specifications and technical tables, etc.) transmitted to it by Isolgomma are solely the property of Isolgomma and are confidential. The Purchaser therefore has no claim over such information or materials.

6.4 With regard to any information, data or knowledge, of a technical, scientific, commercial or any other nature, including, for example, but not limited to: any document, drawing, table, technical specification, product, process or prototype supplied by Isolgomma to the Purchaser for the performance of the obligations referred to in the Contract/Order confirmation ("**Confidential information**"), the Purchaser undertakes, throughout the term of the Contract and for the next 3 (three) years: (i) not to disclose the Confidential information or in any way make it available to third parties, but to use it solely for the purpose of performing its obligations under the Contract/Order confirmation; (ii) to copy, reproduce or duplicate the Confidential information solely to the extent necessary to perform its obligations under the Contract/Order confirmation; (iii) to return or destroy any document or material that contains or makes reference to the Confidential information immediately, at Isolgomma's request.

7. TERMINATION - WITHDRAWAL - FORCE MAJEURE

7.1 Cases of withdrawal from and/or termination of the contract are regulated in the Orders and/or the Order confirmation.

7.2 Neither party shall be held liable for the non-performance of obligations laid down in the Orders, if the failure to perform is the result of unforeseeable and/or inevitable that prevent the performance of its contractual obligations ("**Force majeure**"), provided that the Party affected by the incident of Force Majeure gives the other party notification within 48 hours from the event, informing it of the possible consequences and the likely delay in the processing of the supply Order.

8. APPLICABLE LAW AND JURISDICTION

8.1 The Contract regulated by these Conditions is governed by Italian law. The parties exclude the application of the Vienna Convention on the international sale of goods.

8.2 Any dispute relating to the execution of the Contract regulated by these Conditions shall be referred to the exclusive jurisdiction of the Court of Vicenza.

8.3 Isolgomma, in any event, has the right to bring an action against the Purchaser before any other competent court or judicial authority to handle the dispute, following the procedures laid down by the law

9. MISCELLANEOUS PROVISIONS

9.1 The total or partial unenforceability of any provision contained in these conditions shall not affect the validity of the other provisions.

9.2 The official language to be used by the Parties is the **Italian** language.

9.3 The Purchaser shall not in any way be considered, nor may it present itself, as a distributor of Isolgomma.

Read, confirmed and signed in [---], (date) [---]

Signed

Within the meaning envisaged in art. 1341 of the Italian Civil Code, the following articles are specifically approved: **1. Definitions – Sphere of application; 2.2. Consignments and delivery; 3. Prices and Payment terms; 4. Warranties; 8. Applicable law and jurisdiction**

Signed