

GENERAL CONDITIONS OF SALE

of SIRCA S.p.A. with sole shareholder

from _____ 2021

1 - Subject:

1.1 These general conditions of sale (hereinafter the "General Conditions") are applicable on all sales and/or supplies (hereinafter "Contracts") made by Sirca S.p.A. with sole shareholder, with seat in Italy, San Dono di Massanzago (PD), Viale Roma 85, VAT number 04969690280 (hereinafter the "Company") of products manufactured and/or sold by the Company (hereinafter the "Products") to buyers of same Products in Italy or abroad (hereinafter the "Clients" or the "Client") regardless of the way of negotiation or conclusion of those contracts of sale and/or supply (hereinafter "Contracts").

1.2 Any derogation or amendment to these General Conditions, as well as any additional condition, will be valid only if agreed in writing between the Company and the Client. These General Conditions prevail on general conditions of purchase (if any) prepared and/or published and/or sent by the Client and/or in any other way brought to the attention of the Client.

1.3 The Client guarantees that it purchases the Products from the Company in its capacity as professional, not as consumer. The relationship between the Company and the Client will therefore not be governed by the laws on the protection of the consumers, among other, the Legislative Decree (D.Lgs.) nr. 206/2005 (*Codice del Consumo*).

2 – Orders:

2.1 The Client who sends to the Company a request of offer of Products confirms to know and to accept these General Conditions, to know the technical characteristics of the Products and the rules for the correct use and application as written in the lists/catalogues and the technical and security sheets of Products. Following the receipt of the request of offer of Products, the Company will send to the Client the offer in writing. The Contract will be considered to be concluded at the moment on which the Client will confirm the acceptance of the offer of the Company. The Contract will also be considered as concluded at the conditions written by the Company in the offer, in absence of specific written acceptance by the Client within 3 (three) working days from the receipt of the offer. If the communication of acceptance by the Client contains additional conditions or descriptions, the contract of sale will not be considered concluded, but the acceptance will constitute a contractual offer that the Company will be free to accept or not or to send another offer to the Client for acceptance.

For the Clients that collect the Products directly from the warehouses of the Products of the Company or of third parties, the sale contract is concluded at the moment of Products' collection.

3 – Prices:

3.1 Save if specified otherwise by the Company, the prices in the lists of the Company are considered to be:

(i) in Euro, without VAT and for goods delivered Ex Works (Incoterms 2020) seat of the Company in San Dono di Massanzago (PD), Viale Roma 85 or from other possible establishments/warehouses specified in the order confirmation, with respect to the sales outside the Italian territory;

(ii) in Euro, without VAT and for goods delivered *Franco Destino* (free on destination), with respect to the sales within the Italian territory.

3.2 The price lists are not binding and can be modified by the Company in any moment without previous advance notice. Each new price lists annuls and replaces the preceding ones. With the entry into force of a new list, all particular conditions agreed with a single Client automatically become out of force.

4 – Transport, Control, Complaints and Returns:

Save for particular written agreements, the delivery is always deemed agreed Ex Works (Incoterms 2020) seat of the Company in San Dono di Massanzago (PD), Viale Roma 85 for the sales outside the Italian territory and *Franco Destino*

(free at destination) for the sales within the Italian territory. It is the Client's obligation to inspect the Products at the delivery. The Client will need to check the conformity between the received Products and the transport documentation, both with regard to the quantity and the type of Products. Any shortages, failures, anomalies, defects of the packages and non-conformities of the Products must be reported directly to the carrier by written reservation on the transport document / *borderò*, which must also be countersigned by the same carrier. Copy of the transport document must be sent, at the same date of delivery, by registered letter or certified email, and anticipated by regular email, to the Company for possible actions against the carrier. Any complaint for hidden defects must be received by the Company, under penalty of forfeiture of right, in writing and not later than 8 (eight) days from their discovery and in any case not later than the expiry date of the product, if specified, or within one year from the delivery; upon expiry of that term the Company will consider the supply free of defects and non-conformities. The Client will need to cooperate with the Company so that it can check the Products subject of complaint and, in particular, it will need to store them in their original packaging and report the batch number shown on the package. If the Company ascertains defects and/or non-conformities it will proceed with their replacement without being obliged to any form of compensation for damages and/or indemnity. The return of Products is not allowed without the previous written authorisation by the Company .

5 – Warranty:

5.1 The Company warrants the conformity of the characteristics of the Products to what is written in the technical sheets. Complaints are always inadmissible in case of incorrect storage, use and/or application of the Products, as well as if dilutions, hardeners, additional paints or other components are mixed, which do not come from the Company.

5.2 The Company's liability for indirect damages deriving from the non-conformity / defects of the Products is excluded, and, in any case, the Company's overall liability for direct damages may not exceed the value of the disputed goods.

6 – Delivery terms:

The delivery dates, even if agreed, are indicative, non-essential and non-binding for the Company. The Company declines any liability for non-timely deliveries with the exclusion, therefore, of the Customer's right to any compensation, refund or indemnity, on any ground, for failure to comply with the same terms. In any case, the Company's liability is excluded for damages or losses attributable to the conduct of carriers or to force majeure events such as, by way of example only, strikes (including corporate), measures of the authorities, natural disasters, pandemics, including the COVID-19 pandemic etc. The Company also reserves the right to cancel the order, reduce the quantity and / or make partial and / or advance deliveries to the Customer without any liability for the Company on the ground of non performance or compensation or on any other ground.

7 – Payments:

7.1 Save if otherwise specified by the Company in the offer, the price of the Products needs to be paid in advance to the delivery. Payment is intended for the total amount of the invoice and deductions or discounts are not accepted except for those expressly agreed with the Customer in writing.

7.2 Only payments made directly to the Company are recognized as compliant. In case of late payments, the Company will be entitled to suspend and / or terminate any supply; moreover, in that case, without any need of formal notice, interests for delayed payment will be charged pursuant to legislative decree D.Lgs. 231/2002 from the due date to the actual payment. The Client shall not be entitled to, pursuant to article 1462 of the civil code, oppose exceptions in order to avoid or delay the payment of the Company's invoices or to take legal action against the Company if it has not previously fully fulfilled the agreed payment obligations.

8 – Packaging:

Save if otherwise specified by the Company, together with the Products, the packaging, containers and wrapping are also considered to be sold at the prices and conditions in force at the moment of shipment. The collection and/or disposal of empty or semi-finished containers are, at every stage, the responsibility of the user of the Product (legislative decree D.Lgs. 152/2006).

9 –Retention of title:

9.1 The Company retains the right of ownership over the Products delivered to the Customer until full payment of the price. The transfer of risk will take place in accordance with the term of delivery of the Products applicable to the individual Contract.

9.2 The Customer, in compliance with the right of retention of title as provided above in favor of the Company, is the custodian of the Products and is liable for all damages, losses or failure that it may suffer. Moreover, it will need to keep separate in warehouse the Products subject to “Retention of title”. The Company will have the right to access the warehouse of the Customer at any time, pursuant to advance agreement by the Parties, in order to inspect the Products and check them, in light of the retention of title in favour of the Company.

9.3 Any enforcement proceeding initiated by third parties and having as subject the Products needs to be brought immediately to the attention of the Company. In case of violation of that obligation, the Customer will be liable for all damages suffered by the Company and will need to keep it harmless from any request by third parties.

9.4 In case of violation, by the Customer, of any of its obligations provided for by this article 9, the Company will have the right to cancel with immediate effect all orders for Products not yet performed and / or delivered.

10 – Competent court, applicable law and exclusion of Vienna Convention 1980:

For any dispute concerning the interpretation, performance or termination of these General Conditions and the Contracts stipulated on the basis of the General Conditions, solely and exclusively competent will be the Court of Padua. The General Conditions and Contracts stipulated on the basis of the General Conditions are governed by Italian law, with the express exclusion of the Vienna Convention of 1980 on the international sale of goods.

11 – Waiver of the Right of Regress (pursuant to art. 131 D.Lgs. 206/2005):

If the Products are resold by the Customer to final consumers and, therefore, are qualified as consumer goods, as defined by Articles 128 and ss. of Legislative Decree 206/2005, the Customer expressly waives the right of recourse referred to in art. 131 of Legislative Decree 206/2005 towards the Company.

12 – Industrial and intellectual property rights

12.1 All industrial and intellectual property rights relating to the supplied Products are and will remain - even after the performance or termination of the Contract - the exclusive property of the Company.

All the documentation made available by the Company to the Customer for the performance of the supply, in addition to remaining the exclusive property of the Company, is strictly confidential and may not be disclosed, copied, reproduced in any way.

12.2 Unless otherwise agreed in writing with the Company, the Customer is also expressly prohibited from using – even after the performance or termination of the Contract – the trademarks and other distinctive signs of the Company, under penalty of payment of a penalty equal to Euro 50,000 (fifty thousand) for each ascertained violation and without prejudice to compensation for further damages that the Company proves to have suffered as a result of the violation of this prohibition.

13- Code of Ethics and Legislative Decree D.Lgs. 231/2001

The Customer is required to operate in his relations with the Company in accordance with the law and in line with the principles and rules set out in the Company's Code of Ethics available on the website www.sirca.it.

The violation of the Code of Ethics or the commission of the crimes indicated in Legislative Decree no. 231/2001 by the Customer will constitute a serious breach of contractual obligations and will entitle the Company to declare all contractual relationships in progress terminated pursuant to and for the purposes of Article 1456 of civil code without prejudice to compensation for any damage arising therefrom.

14 – Privacy Protection:

The personal data acquired directly and / or through third parties by the data controller Company are processed in paper, computer, telematic form for contractual and legal needs, as well as to allow effective management of commercial relationships even in the future. Failure to provide data, where not mandatory, will be evaluated by the Company and will determine the consequent decisions related to the importance of the data requested with respect to the management of the commercial relationship. The data may be communicated in Italy and / or abroad exclusively for the purposes indicated

above and consequently processed only for the aforementioned purposes. The interested party may exercise all the rights referred to in the General Regulation for the protection of personal data 2016/679 including the rights of access, rectification, updating, opposition to processing and cancellation.

The data controller is Sirca S.p.A. with registered office in Italy, S. Don di Massanzago (PD), Viale Roma, 85, tel. 049/9322311 fax.049/9322322 E-mail info@sirca.it to whom any requests pursuant to Legislative Decree 196/2003 will be addressed.

15 – Miscellanea:

The Company, for the purposes referred to in art. 1341 of the Civil Code, has made these General Conditions known also by publishing them in its catalog and on its website [www. sirca. it](http://www.sirca.it)