

## TERMS AND CONDITIONS FOR THE SALE OF GOODS OR SERVICES

### 1. GENERAL PROVISIONS

#### 1.1. Scope of application

These Terms and Conditions of Sale (hereinafter the "Terms and Conditions") apply to all the supplies of products marketed by Neodecortech (hereinafter the "Products") to the customer (hereinafter "Customer"). For this purpose, the Terms and Conditions shall constitute an integral part of each contract for the sale of Products (hereinafter the "Order").

#### 1.2. Bids, purchase orders and order confirmations

The Customer Order shall be placed in writing. Each product Order sent to Neodecortech shall constitute a contractual proposal by Customer and shall therefore be binding on Neodecortech only if confirmed by it for acceptance. Fulfillment of the Order is equivalent to confirmation and acceptance of the Order. Customer shall verify actual conformity between the ordered items and the information provided in the order confirmation.

#### 1.3. Applicable law and jurisdiction

The Contract and these terms and conditions shall be governed by and construed in accordance with Italian law.

Any and all disputes arising out of or in connection with the Order and/or the Contract, their effectiveness, validity, performance, interpretation, termination, as well as any and all dealings relating to or connected with the Order, and any and all related give and take reasons, shall be submitted to the exclusive jurisdiction of the Court of Bergamo.

#### 1.4. Confidentiality

Customer shall treat all company information, drawings, designs, specifications, and any other information and data provided by Neodecortech as confidential. Without prior written consent from Neodecortech, Customer shall not disclose this information and data to any third party or utilize them for purposes other than those authorized by Neodecortech. Upon Neodecortech's request and, in any case, upon cancellation of an Order, Customer shall return to Neodecortech all documents, files, and correspondence provided by Neodecortech, whether marked as confidential or protected by Neodecortech's intellectual property rights. Customer shall not assign or transfer any rights and obligations under a Contract without the prior written consent of Neodecortech. Any assignment made without such consent shall be deemed ineffective against Neodecortech.

#### 1.5. Customer non-compliance

In case of delayed payment beyond the terms specified in the Order, interest on arrears shall apply as per Legislative Decree 231/2002 ("Payment Delays in Commercial Transactions"). Neodecortech reserves the right to terminate the Order and any other existing Orders with Customer due to a loss of confidence, resulting in the cessation of supplies in the case of a contract with continuous and/or periodic execution, or the non-provision of supplies that are pending execution and/or have not yet been fulfilled. Customer is not entitled to make any claims under any circumstances or for any reason, including claims for compensation due to damages.

In such case, Customer shall remain liable in any and all capacities and/or reasons for any and all damages that Neodecortech may incur, due to Customer's non-compliance, inaccurate, and/or delayed performance of its payment obligation within the specified time limits. Neodecortech has a right of retention of any sums paid by Customer. Additionally, Neodecortech reserves the right to offset its claims against Customer with any claims Customer may have against Neodecortech, including those related to other Orders or existing agreements with Customer.

Customer and Neodecortech explicitly acknowledge that termination shall be enforced pursuant to Article 1456 ("Express Termination Clause") of the Italian Civil Code.

#### 1.6. Business Ethics

Customer declares that it is familiar with the content of Legislative Decree no. 231 of 8 June 2001 (hereinafter the "Decree") and acknowledges that Neodecortech has adopted an Organizational Model pursuant to the Decree. Customer declares that it has read and understood the content and principles, rules and provisions of the Code of Ethics adopted by Neodecortech, available at

<https://www.neodecortech.it/eticaecompliance/>, and undertakes to behave in compliance with the Organizational Model and the principles of the Code of Ethics and, in any event, in such a way as not to expose Neodecortech to the risk of application of the sanctions provided for by the regulations in force.

Established failure by Customer to comply with this commitment shall constitute a serious breach of its obligations under the Order, and shall entitle Neodecortech to terminate the Order with immediate effect, without prejudice to its right to compensation for any further damages caused by such breach and the protection of its rights in all appropriate venues.

#### 1.7. Quality, Environment and Safety

Customer shall assume the risks associated with the Products upon their delivery to Customer or upon taking custody of the Products on behalf of Customer. Ownership of the Products supplied shall not be transferred to Customer until the date on which Customer has paid the relevant price and fulfilled all its further obligations arising under the Order.

#### 1.8. Force Majeure

Neodecortech shall not be held liable towards Customer for any failure or delayed delivery of Products or failure to perform any other obligation if such failure or delay is caused by any act or circumstance beyond Neodecortech's reasonable control such as, but not limited to, act of God, flood, fire, earthquake, explosion, terrorist act or vandalism, governmental action, strikes or other labour disputes (even if they do not involve its personnel), transportation restrictions or delays, or inability or delays in obtaining supplies of adequate or suitable materials. It remains understood that if the force majeure event persists for a period of 3 (three) months, Customer shall have the right to cancel the relevant Purchase Order.

#### 1.9. Disclosure on the processing of personal data

In compliance with the provisions of Regulation (EU) 2016/679 on the Protection of Personal Data (hereinafter the "Regulation"), pursuant to Article 13, this article is intended to provide all the information required for the processing of personal data of Customer.

The Data Controller, Neodecortech S.p.A., shall process the personal data it will become aware of as a result of the Order and/or Contract in a lawful, fair and clear manner, in compliance with the principles set forth in the Regulation, guaranteeing the protection of personal data and fundamental rights and freedoms.

If Customer is a legal person, the personal data subject to protection shall be only those referring to its employees or to the natural persons representing it. All data shall be kept for the discharge of any fulfillments connected with or arising from legal or contractual obligations no longer than 10 years.

Pursuant to the Regulation, data subjects have the right to ask the Data Controller for access to their personal data (Article 15), rectification (Article 16), erasure or to be forgotten (Article 17), restriction of processing (Article 18), the right to data portability (Article 20) or to object to the processing of data (Article 21), as well as the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning them or similarly significantly affects them (Article 22).

Requests may be made to the Data Controller at the following e-mail address [privacy@neodecortech.it](mailto:privacy@neodecortech.it).

### 2. RISK AND OWNERSHIP - DELIVERY AND ACCEPTANCE

Unless stated otherwise in writing by Neodecortech, all bids for Products (including quotations, brochures and price lists) prepared by Neodecortech in any form (the "Bids") shall not be binding on Neodecortech and shall merely constitute invitations to Customer to submit an Order. All Bids issued by Neodecortech shall be subject to revocation and modification without prior notice until a binding Order is received in accordance with Article 2.3. Customers shall submit Orders in writing, which shall contain all information necessary for the correct identification of the specific Products Customer intends to order.

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Orders shall only be considered binding on Customer once Neodecortech has confirmed them in turn in writing by sending an order confirmation (the "Order Confirmation"). Neodecortech shall have the right to refuse an Order without giving a reason. Order Confirmations are subject to Customer's acceptance of these Terms and Conditions.

### 2.1. Delivery

Unless otherwise agreed in writing, delivery terms shall be non-binding and solely indicative. Customer shall ensure the availability of adequate means for unloading the goods at the agreed destination.

### 2.2. Transfer of ownership and acceptance

Ownership of the Goods shall be deemed to have been transferred to Customer upon transfer of the risk as envisaged by the Incoterms 2020, for the specific manner of delivery agreed to in the Order.

## 3. PRICES AND PAYMENTS

3.1. Unless otherwise agreed in writing, the prices stated in the Order or in the Contract are understood to be fixed and not subject to any review. Any price changes made for any reason whatsoever shall be valid and binding only upon written acceptance by Neodecortech.

3.2. Payment terms shall be agreed upon between the Parties and specifically stated in the Order.

3.3. Product delivery deadlines are merely indicative and not essential. Hence, any form of compensation and/or indemnity for delays in fulfilling the Order or in the delivery of the products is excluded.

3.4. Upon delivery, Customer shall inspect the Products. In the event that the received products do not match the type specified in the order confirmation, Customer shall notify Neodecortech via registered letter with acknowledgment of receipt (AR/PEC), under penalty of forfeiture of any rights, within eight working days from the date of arrival at destination of the products.

## 4. RETURNS

Return of the goods may only proceed following a thorough technical assessment conducted by the Technical Customer Service and subsequent formal approval by Neodecortech's Sales Management.

## 5. TERMINATION

Without prejudice to the provisions contained in these Terms and Conditions and any other rights and remedies of Neodecortech, Neodecortech shall have the right to terminate any outstanding Contract with Customer pursuant to Article 1456 of the Italian Civil Code, suspend further deliveries to Customer and stop delivery of Products in transit without delay upon occurrence of any of the following events: (a) Customer fails to make payment on the relevant due date of any amount due to Neodecortech under a Contract; (b) Customer violates the provisions of Articles 1.5, 2, 3,4,5,6,7 of these Terms and Conditions.

## 6. QUANTITY AND QUALITY, WARRANTIES

The conformity of the Products to the Order shall be assessed based on the condition and quality of the Products at the time of delivery as stated in Article 2.1.; it shall be Customer's responsibility to ensure that the supplied products comply with the technical specifications provided in the product information sheets, unless otherwise specified in the relevant Order Confirmation. For orders, the valid dimensional tolerances relating to the intrinsic characteristics are those specified in the Technical sheets available for download on the company website [www.neodecortech.it](http://www.neodecortech.it).

The quantities expressed in the order confirmations are to be understood as indicative, the specific tolerance varying according to product type and production batch must be considered.

The validity of this warranty is conditional on Customer's full compliance with the instructions for storage, preservation, installation and use of the Products. Except as envisaged in this Article 6, Neodecortech provides no other warranties (express or implied by law) concerning the Products, including (a) any warranty as to marketability, or (b) any warranty as to fitness for a particular purpose. Customer

shall be solely responsible for verifying the delivered Products. Customer shall notify Neodecortech in writing regarding the identification of any concealed defects in the Products within a maximum of 8 (eight) days from the date of identification. Failure to do so shall result in the forfeiture of the right to claim such defects under the terms of the warranty outlined in Article 6. If the Products fail to meet the technical specifications, and these defects were not directly or indirectly caused by Customer, Neodecortech shall retain the right to decide between either replacing the Products or providing a refund for the amount paid by Customer. In any event, Customer shall not be entitled to claim payment of damages, indemnities or compensation, even at a later date in addition to the value of the disputed goods as further specified in Article 7 below.

## 7. LIMITATION OF LIABILITY

7.1. In the event of Neodecortech acknowledging the non-conformity of the supplied material, the amount granted to Customer shall not exceed the value of the supply itself.

7.2. Neodecortech shall not be held liable for indirect, incidental, or punitive damages arising out of or in any way connected with the sale and use of the materials, even where Neodecortech has been made aware of the risk or possibility of the occurrence of such damages. This includes, among other damages for which Neodecortech's liability is excluded without limitation, loss of profits, missed business opportunities, damages resulting from the loss of use, or other similar damages.

Client:

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Name and surname

Position

Signing date

Pursuant to and in accordance with the provisions of Articles 1341 and 1342 of the Italian Civil Code, Customer expressly confirms that it has carefully read, fully understands, and specifically accepts the following articles of these Terms and Conditions of Sale: Arts. 1.5, 2, 3,4,5,6,7

Client:

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Name and surname

Position

Signing date