



R.T.A. s.r.l. – GENERAL TERMS AND CONDITIONS OF SALE

(CGV_EN Ed 02 18/02/2020)

1. PURPOSE - ORDER/ACCEPTANCE

These General Terms and Conditions of Sale (hereinafter also referred to as "GTCS") apply to all products ("Goods") which are sold by the Seller ("Seller") to the Buyer ("Buyer").

The GTCS are available and published on the company's website at www.RTA.it.

The GTCS together with the Seller's special terms and conditions included in the order confirmation ("Order Confirmation") or in the supply contract (the order confirmation and any such contract hereinafter also referred to as the "Special Terms and Conditions of Sale" or "STCS") and those other documents referred to explicitly below, constitute the entire agreement between the Buyer and the Seller and supersede in their entirety any other terms or conditions conflicting with them proposed by the Buyer and any other oral or written communication not expressly referred to in them.

Any contract entered into between the Seller or its representatives and third parties shall become valid only upon express written acceptance by the Seller.

Unless there is a clause stating otherwise, catalogues and estimates are sent for information purposes only and the Seller's offers are not binding without an Order Confirmation.

No addition or amendment to the terms herein, whether in the Buyer's Purchase Order or in any other document, including transport documents, shall be binding on the Seller unless the Seller has expressly accepted them in writing.

In the event that provisions included in the GTCS should conflict with provisions included in the STCS, the latter will prevail.

The Buyer's signature and return of the Order Confirmation or, alternatively, the Buyer's failure to reject the Order Confirmation within 3 days of its receipt, shall constitute acceptance by the Buyer of the contractual conditions set forth in these GTCS.

2. PRICES

Prices refer to the supply of the Goods, as specified in the STCS, to the delivery point and with the transport procedures detailed in the STCS. The cost of spare parts and replacements or any further services provided by the Seller, which are not specified in the STCS, are not included in the price.

Prices are net of VAT and any other tax, stamp and/or duty.

3. PAYMENT TERMS

Payments must be made in accordance with STCS. The transfer of the amounts due is always at the Buyer's expense and risk.

The Buyer shall not be entitled to suspend payments or to make any compensation in such circumstances including in the event of a dispute.

In all cases of late payment, the Buyer shall not be entitled to take any action (sale or use) relating to the Goods.

Advance payment will also be considered as a normal means of payment pursuant to article 1385 of the Civil Code.

4. TECHNICAL SPECIFICATIONS AND MODIFICATIONS

Technical specifications and any other features included in the supply will be binding under the terms and conditions specified in the STCS.

In case of supply of Goods that include software, the Buyer agrees that after 20 (twenty) working days from the delivery, the supply itself will be considered



accepted without reservation and in full compliance with the required specifications stated in the STCS.

The Seller retains the right to make any necessary modifications to the Goods provided that they do not alter the main features of the Product. Any technical modifications required by the Buyer as conditions of purchase must be agreed in writing between the Seller and the Buyer.

5. DELIVERY TERMS - FORCE MAJEURE

Goods shall be delivered to the Buyer or to the carrier at the place of delivery on the agreed date, as set out in the STCS.

Delivery terms shall start from (i) Order Confirmation, or, if subsequent, (ii) the final agreement concerning all matters to be established prior to the beginning of production.

Production, transportation and delivery of the Goods by the Seller may be subject, without any liability on the part of the Seller, to delays or impediments or different means of implementation, due in whole or in part to war (whether declared or not), strike, union protest, accident, fire, flood, delay in transportation, shortage of raw materials, components and finished products, production stoppage, laws, regulations, orders or acts of any public authority, or any cause which is not under the Seller's reasonable control, or which makes performance by the Seller impracticable as a result of the occurrence of a requirement whose failure to comply was an essential prerequisite based on which the order confirmation was issued. In such cases, the Seller shall be entitled to a reasonably extended deadline to carry out its obligations, and it shall be entitled to distribute its production to its customers in such manner as it deems most equitable.

If the Buyer asks to postpone the delivery date or is responsible for any delay that may occur, the Seller shall be entitled to charge the Buyer for any expenses arising from financial costs, storage or compliance with payment terms as set forth in clause 6.

6. STORAGE DEPOSIT

Upon expiration of the delivery term without the Buyer picking up the Goods, the Seller is entitled to keep the Goods in storage at its premises and/or at the premises of third parties and to charge the Buyer for the relevant costs and expenses (including special packaging).

The deposit will not create any right to any change in the warranty or payment terms agreed by the parties, which will run from the initial delivery date.

7. WARRANTY - DISCLAIMER - COMPLAINTS

The Seller warrants that the Goods comply only with the specifications included in the STCS. The Buyer, being a professional user and having specific technical and regulatory knowledge, shall have provided the Seller with all necessary information (a) to ensure that the above specifications are properly developed and (b) concerning the adaptation and/or end use of the Goods, and acknowledges that the Seller's compliance obligation is fully satisfied if such specifications are met at the time of delivery.

These GTCS do not supersede any of the provisions set out in the technical instruction handbook provided by the Seller.

Any technical consultancy provided by the Seller, before and/or during the use of the Goods, whether given orally or in writing or by demonstrations, shall be given in good faith, but without any warranty or liability on the part of the Seller. The Seller's technical consultancy does not exempt the Buyer from its obligation to test the Goods supplied by the Seller with respect to their suitability for the Buyer's planned production and uses. The use and activation of the Goods shall be carried out at the Buyer's sole risk.

The Seller undertakes to repair and replace the Goods and/or any components of the Goods that are defective due to non-conformity or manufacturing errors ("Warranty"), without prejudice to following limitations and provisions:

- (i) the Buyer undertakes to install and activate the Goods through a professional installer who is



- qualified in the field, to use the Goods in strict accordance with the technical documentation provided by the Seller, not to modify the Goods and to learn all appropriate measures in order to prevent any possible risk. At any rate, the Seller shall not be liable for any direct and/or indirect damage to goods and/or personal injury, or for defects due to the Buyer's negligence and/or incorrect use and/or failure to comply with the instruction handbook;
- (ii) Warranty does not apply in case of malfunctions that are due to errors during installation referred to in paragraph i) above, as well as to wilful misconduct, lack of experience and/or negligence and/or incorrect use by the Buyer or under environmental, electrical, chemical and physical factors, tampering, unauthorized modifications, as well as any other circumstance which is not directly caused by gross negligence or wilful misconduct on the part of the Seller. This Warranty does not apply to Goods supplied without assembly/installation or whose assembly/installation has not been carried out in accordance with the Seller's technical instructions;
- (iii) this Warranty does not apply to parts or components subject to deterioration;
- (iv) any hidden defects on delivery must be notified to the Seller immediately upon their identification and in any case, no later than 12 months after delivery, even if the item has not been put into operation. Immediately upon receipt of the Goods, the Buyer shall examine the shipment to check whether each item included in the shipment is either in sufficient quantity, defective or damaged. Within 8 days after receipt of the shipment, the Buyer shall notify the Seller in writing of any shortage, defect or visible damage that the Buyer should observe;
- (v) unless notice has been given in accordance with paragraph (iii), the Goods delivered shall be deemed to have been accepted by the Buyer and any complaint for shortage, visible defect or damage waived by the Buyer;
- (vi) the notification of defects must be supported by documents proving that the complaint is justified;
- (vii) if the Goods are deemed by the Seller to be defective, the Seller shall have the sole obligation, at its sole discretion, either (i) to replace or repair the defective parts; or (ii) to reimburse the cost of such defective goods; or (iii) if the price has not yet been paid by the Buyer, to reduce such price or cancel the relevant order;
- (viii) replacements and repairs will be carried out at the Seller's premises or at the premises of third parties at the Seller's sole discretion. All related expenses shall be charged exclusively to the Buyer. The Buyer shall make the necessary means and personnel available to the Seller's staff. Replaced parts are the property of the Seller and must be returned to the Seller free of charge. Transportation and any other activities carried out under this Warranty shall be at the Buyer's expense and risk; the Seller shall not be liable for any expenses for loss of operation, loss of production, loss of revenue and/or any other special or indirect loss or direct or indirect damage suffered by the Buyer or any other party.
- (ix) The Seller shall be solely responsible for damage directly caused by its wilful misconduct or gross negligence duly proved by the Buyer and the liability of the debtor shall in any case be limited to 100% of the invoiced value of the defective or damaged Goods. In no case shall the Seller be liable for any accident caused by the circumstances set forth in paragraph (i) and/or (ii) above and/or caused by the Buyer's wilful misconduct or fault;



- (x) in no case shall the Seller be liable for defects and/or lack of conformity that are due to a circumstance occurring after the transfer of risk to the Buyer.

8. TRANSFER OF PROPERTY AND RETENTION OF TITLE

Goods become the property of the Buyer upon delivery to the Buyer or to the appointed carrier or, in case of payment by instalments or deferred payment, upon full payment, pursuant to articles 1523 and ff. of the Civil Code, but the risk related to the Goods will in any case be transferred to the Buyer upon delivery.

At any rate, the Seller retains the title to all Goods delivered to the Buyer until all the outstanding amounts relating to the contractual relationship with the Buyer have been settled, although the risk relating to the Goods will be transferred to the Buyer upon delivery.

9. INTELLECTUAL PROPERTY RIGHTS

The Seller is the sole and exclusive owner/legitimate licensee of all intellectual property relating to the Goods, whether it currently exists or is created, designed, derived, developed, including during installation and/or maintenance at the Buyer's premises, published, or subsequently acquired, including by way of example: (i) designs, technical data, software, technology, know-how; (ii) patents, patent applications and patent rights; (iii) copyrights, copyright applications, copyright registrations, author's rights, author's rights applications, author's rights registrations and any other right associated with the author's work; (iv) trade secrets, confidential information and any other right relating to intangible assets; (v) registered and unregistered trademarks; (vi) any other right similar to the aforementioned ones; and (vii) subdivisions, updates, renewals, re-issues and extensions of the above listed rights existing as of today's date and subsequently applied for, conferred or acquired ("Intellectual Property").

The Buyer acknowledges and agrees that nothing contained in these GTCS or in the STCS may be interpreted in such a way as to confer a right or a

participation of the Buyer or constitute a limitation to the intellectual property that shall be and remain, without any derogation or exception, the exclusive property of the Seller and that such intellectual property, therefore, may be discretionally and freely used, also in favour of third parties, by the Seller itself. The Buyer is not allowed either to copy, sell, take over, or otherwise share images of the Goods, the trademark or any of the Seller's distinctive signs without the Seller's prior consent, or to disassemble or decode the Goods (the so called reverse engineering).

10. APPLICABLE LAW - EXCLUSIVE JURISDICTION

These GTCS are governed by Italian Law.

Any dispute relating to or in any way connected to these GTCS and the sale provided for therein shall be assigned to the exclusive jurisdiction of the Court of Pavia.