

# GENERAL TERMS AND CONDITIONS OF SALE

## MOELLHAUSEN S.P.A.

### 1. General Sales Terms and Conditions – Scope of Application

- 1.1. These General Terms and Conditions of Sale (“**Terms**”) govern the offer, sale, and delivery of all goods and/or services (“**Product/s**”) by Moellhausen S.p.A., with its registered office at Piazza Pio XI 1, 20123 Milan, Italy, tax code 03149330155, VAT number 11300860159 (“**Moellhausen**”), and/or its, directly or indirectly, controlled or affiliated companies (Moellhausen and such companies are collectively referred to as the “**Seller**”) to the Buyer, i.e., any legal entity conducting a business and, therefore, not a consumer (“**Buyer**”). The Terms apply to all current and future relationships between the Seller and the Buyer, even if not expressly referenced. The Seller explicitly rejects the applicability of any general terms and conditions of the Buyer. The Terms supersede all prior oral and written quotations, communications, agreements, and understandings between the parties regarding the sale and delivery of the Products, prevail over, and replace the terms and conditions, including general ones, of any order and/or document submitted by the Buyer. The Seller’s failure to object to the terms and conditions set by the Buyer, the commencement of contract performance by the Seller, or the delivery of the Products shall not be construed as acceptance of the Buyer’s terms and conditions. If the Terms differ from any of the Buyer’s terms and conditions, the Terms and any subsequent communication or conduct by the Seller or on its behalf, including, but not limited to, order confirmation and delivery of the Products, shall constitute a counteroffer and not acceptance of such terms and conditions presented by the Buyer. Any communication or conduct by the Buyer confirming an agreement for the delivery of Products by the Seller, as well as the Buyer’s acceptance of any delivery of Products by the Seller, shall constitute acceptance by the Buyer of the Terms. The Terms are available on the website [www.moellhausen.com](http://www.moellhausen.com). The Seller reserves the right to modify the Terms at any time.
- 1.2. Any electronic means of communication, such as emails, traceable messages, and legal letters, between the Seller and the Buyer shall have the value of an original and be considered as “writing” between the parties. The electronic communication system used by the Seller shall serve as the sole proof of the content, time of delivery, and receipt of such electronic communications.

### 2. Quotations, Order and Confirmations

- 2.1. Unless stated otherwise in writing, quotations made by the Seller in whatever form are not binding to the Seller, and just constitute an invitation to the Buyer to consider the offer to place an order. All quotations issued by the Seller are revocable, strictly subject to Seller’s final confirmation and unsold, and subject to changes without notice. Buyer's orders are not binding until accepted by the Seller in writing (the “**Order Confirmation**”). The Seller shall be entitled to refuse an order without stating the reasons. Any Order Confirmation shall be deemed to be firm and may be modified, rescinded or cancelled, in whole or in part, only upon mutual written agreement of Seller and Buyer.
- 2.2. Price quotations based on estimation or projected quantities are subject to increase if actual quantities purchased during the specified period are less than the estimated or projected quantities.
- 2.3. Except as provided in Article 6.3, any samples supplied to the Buyer are solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability or fitness for any purpose. The Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the Products.

### 3. Prices

- 3.1. Prices and currencies of the Seller's Products are as set out in the Order Confirmation. Unless otherwise agreed in writing, Seller's prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Product or the delivery thereof (“**Taxes**”). The amount of any Taxes collected in relation to the sale of Products shall be borne by the

Buyer and will be added to each invoice or invoiced separately by the Seller to the Buyer. If the Seller grants a discount in writing, this discount applies only to the delivery specifically mentioned in the Order Confirmation.

- 3.2. Unless prices have been indicated in the Order Confirmation, the Seller has the right to increase the price of Products yet to be delivered if the factors determining the cost price have been subject to a sudden increase. These factors include, but are not limited to, raw and auxiliary materials, energy, products obtained by the Seller from third parties, wages, salaries, social security contributions, government charges, transportation costs, and insurance premiums and/or Force Majeure. The Seller will inform the Buyer of such increases.

#### 4. Payment

- 4.1. Unless otherwise indicated in the Order Confirmation, payment must be made within the term indicated in the Seller's invoice. All payments will be made without any deduction for Taxes and without set-offs, except for set-offs with credits not contested by the Seller and/or supported by an enforceable title.
- 4.2. In case of late payment, the Buyer will automatically be charged default interest at the rate in effect at the time the payment is due, pursuant to Legislative Decree 231/2002 - as amended by Legislative Decree 192/2012, accruing from the invoice due date. Advances or partial payments are always considered to be applied, in order, to recovery costs, interest, and finally to the principal.
- 4.3. Any complaint regarding the invoice must be notified in writing to the Seller within 30 (thirty) days from the date of the invoice. Thereafter, it will be deemed that the Buyer has approved the invoice.
- 4.4. In case of non-payment or late payment within the agreed term, the Seller reserves the right to suspend all deliveries and services until full payment of all outstanding amounts and to cancel or suspend any Order Confirmation. The suspension of deliveries will not relieve the Buyer from the obligation to pay the overdue debt and accrued interest.

#### 5. Delivery

- 5.1. The applicable INCOTERMS are those indicated in the Order Confirmation or otherwise agreed upon between the Seller and the Buyer. The INCOTERMS will have the meaning defined in the latest version of the INCOTERMS published by the International Chamber of Commerce in Italy at the time of the Order Confirmation.
- 5.2. Unless otherwise indicated in the Order Confirmation, the shipping times or dates by the Seller are estimates and do not constitute an essential term. The Seller has the right to make partial deliveries of the Products as indicated in the Order Confirmation and to issue separate invoices. Except in cases of willful misconduct or gross negligence, the Seller will not be liable for any damages, including consequential damages, or costs due to delivery delays. The delay in the delivery of any Product will not relieve the Buyer from the obligation to accept the delivery. The Buyer will be required to accept the Products and pay the price indicated in the Order Confirmation for the quantity of Products delivered by the Seller.
- 5.3. The risk of loss or damage to the Products will pass to the Buyer at the time of delivery according to the conditions specified in the agreed incoterms.
- 5.4. If the Seller is unable to meet the entire demand for Products, it may allocate the available quantity of Products in the manner it deems most equitable by making partial shipments or cancellations of shipments and may give preference to the earliest commitments. For Order Confirmations that provide for delivery by collection by the Buyer, such collection will take place at the Seller's premises indicated to the Buyer, and delivery will be deemed to have occurred when the Products are made available for collection by the Buyer at such premises. If the Buyer does not collect the Products from such Seller's premises within five (5) days of delivery, the Seller may charge the Buyer storage fees at commercial rates, which will be determined based on prevailing market rates for similar storage services, and the Buyer agrees to pay such storage fees upon request.
- 5.5. Products ordered under INCOTERMS EXW will be invoiced on the date they are made available to the Buyer (or immediately thereafter).
- 5.6. When the Products are delivered in returnable packaging owned by the Seller (e.g., stainless steel tanks), the Buyer must return such returnable packaging to the Seller carriage paid within and no later than ninety (90) days from the delivery date. The Seller shall have the right to impose liquidated damages on the Buyer for any delay in returning such packaging, up to their full value if not returned within one hundred twenty (120) days from the delivery date. Penalties for late return of packaging will be calculated at the rate of one percent (1%) of the total value of the packaging for each day of delay starting from the 121st day after delivery .

- 5.7. For international orders, the Buyer is responsible for any customs clearance, duties, and taxes associated with the importation of the Products. The Seller will not be liable for any delays or costs arising from customs procedures or regulations in the Buyer's country.

## 6. Inspections and Conformity to Specifications

- 6.1. Upon delivery and during handling, use, mixing, alteration, incorporation, processing, transportation, storage, importation, and (re)sale of the Products (the "Use"), the Buyer, before using the Products, must carefully verify that the delivered Products comply with the agreed specifications, as indicated in the Order Confirmation and according to the specifications of the Material Safety Data Sheet (MSDS) and the Certificate of Analysis (COFA) and/or, in the absence of agreed specifications, the most recent specifications used by the Seller at the time of delivery of the Products (the "**Specifications**"), and/or in accordance with the last delivery.
- 6.2. Claims relating to the Products must be made in writing and must be received by the Seller no later than 8 (eight) days from the date of delivery for any defect, anomaly, or deficiency that would be apparent from a reasonable inspection at the time of delivery and within ten (10) days from the date on which any other claim (e.g., hidden defects or discovery of contamination) was or should have been apparent. In no case may the Buyer act after (i) one year from the date of delivery of the Products or (ii) the expiration of the shelf life of the Products, whichever is earlier.
- 6.3. The Buyer will be required, at the Seller's discretion, to immediately send a sample at its own expense or to allow the Seller access to the Products subject to a claim.
- 6.4. The determination of the conformity of the delivered Products to the Specifications will be made exclusively by the Seller by analyzing the samples or records kept by the Seller and those taken from the batches in which the Products were produced in accordance with the analysis methods used by the Seller.
- 6.5. Defects affecting a part of the Products do not entitle the Buyer to reject the entire delivery of the Products. Any claims do not affect the Buyer's payment obligation, as defined in Article 4. Upon receipt of a claim, the Seller has the right to suspend all further deliveries until the claims are found to be unfounded and/or refuted or until the defect has been completely eliminated. The Buyer may not return the Products to the Seller unless previously authorized. Claims do not exempt the Buyer from the obligation to (i) adequately document the claim and (ii) mitigate any losses.

## 7. Risk and Transfer of Ownership

- 7.1. Risk of loss or damages to the Products shall pass to the Buyer in accordance with the applicable INCOTERMS (see Article 5.1).
- 7.2. Products for which deliveries are suspended pending payment by the Buyer, as well as Products whose delivery has been erroneously refused or not accepted by the Buyer, will be held and stored by the Seller at the Buyer's risk and expense.
- 7.3. In the event of termination of the contract pursuant to Article 13, the Seller will have the right, without prejudice to any other available remedy, to request the immediate return of the Products at the Buyer's expense.

## 8. Warranty and Limitation of Liability

- 8.1. To the extent permitted by law, the Seller only warrants that upon delivery, the Products will conform to the agreed Specifications. The Seller does not assume or provide any warranty other than Product's compliance with the agreed Specifications, expressly excluding any and all warranties related to any and all Use of the Product made by the Buyer or any third party. If the Products are in violation of this warranty, as provided in Article 6, the Seller may, at its discretion and within a reasonable time, replace or modify the Products at no cost to the Buyer or issue a credit note for such Products for a refund of the price up to the amount of the relevant invoice. Consequently, the Seller's obligation will be limited exclusively to the replacement/modification of the Products or the refund of the price.
- 8.2. The Seller's obligation to repair, replace, or issue a credit note will be conditioned upon the Seller's receipt of timely notice of any alleged non-conformity of the Products and, if applicable, the return of the Products, in accordance with Article 6.
- 8.3. The above warranty is exclusive and replaces all other warranties, representations, conditions, or other terms, whether express, implied, statutory, contractual, or otherwise, including, without limitation, any warranty of

merchantability, fitness or suitability for any purpose, or non-infringement of any claim in any intellectual property right covering the Products.

- 8.4.** Except in cases of willful misconduct or gross negligence, the Seller's liability arising from and/or in connection with the Products supplied to the Buyer shall in no event exceed the price of the Products used. In no event shall the Seller be liable to the Buyer, or any other person or third-party entity, for any loss of goodwill, loss of sales or profits, losses arising from storage of work, failure to produce, impairment of other goods, losses arising from failure to meet other contractual commitments, or any kind of special, incidental, or consequential damages, including, but not limited to, any loss arising from hidden defects, accidental contamination, resulting product recall, damage to human health, environmental effects, and punitive or exemplary damages or losses, costs, expenses, whether arising from or in connection with breach of warranty, breach of contract, misrepresentation, negligence, or otherwise.
- 8.5.** Under no circumstances shall the Seller be liable for claims relating to damage to reputation or image arising from product recalls caused by the use of Products supplied to the Buyer that were found to be non-compliant with the Specifications, as it is the Buyer's full responsibility to verify the quality and compliance of the Product before use.

## **9. Force Majeure**

- 9.1.** Neither party shall be liable in any way for any damage, loss, cost, or expense arising from or in connection with any delay, restriction, interference, or failure to perform any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws and regulations, administrative measures, orders or decrees of any court, natural disasters, earthquakes, floods, freezes, fires, explosions, wars, terrorism, riots, sabotage, accidents, epidemics or pandemics, and/or any resulting governmental action impacting production, strikes, lockouts, slowdowns, labor disturbances, difficulties in obtaining necessary labor or materials, shortage or failure of transportation, failure of essential facilities or machinery, emergency repairs or maintenance, failure or shortage of public utility services, delay in delivery or defects in goods supplied by suppliers or subcontractors ("**Force Majeure**").
- 9.2.** Upon the occurrence of a Force Majeure event, the affected party shall promptly inform the other party by written notice, specifying the cause of the event and how it will affect the performance of its obligations under the Order Confirmation. In the event of a delay, the delivery obligation shall be suspended for a period equal to the time lost due to the Force Majeure. However, if a Force Majeure event continues or is expected to continue for a period exceeding sixty (60) days from the agreed delivery date, either Party has the right to cancel the affected part of the Order Confirmation without any liability to the other Party. If the Seller's supply of Products is limited due to a Force Majeure event, the Seller shall allocate the Products among the Buyer and other customers in the manner determined by the Seller.

## **10. Modifications and information**

- 10.1.** Unless the Specifications have been agreed to be unchangeable for a certain period or for a certain quantity of Products, the Seller reserves the right to change or modify the Specifications and/or the manufacture of the Products and to substitute the materials used in the production and/or manufacture of the Products from time to time without notice. The Buyer acknowledges that the data contained in the Seller's catalogs, product data sheets, and other descriptive publications distributed or published on its websites may consequently be varied from time to time without notice. Any statement, recommendation, advice, sample, or other information from the Seller regarding the Specifications, the Products, and their Use will be provided only for the Buyer's consideration.
- 10.2.** The Buyer must rely solely on its own experience, know-how, and judgment regarding the Products, their Use, and the application of any information obtained from the Seller for the Buyer's intended purposes. Consultation with the Seller will not give rise to any additional obligation. The details and information provided on the suitability and use of the Products are not binding, and the Seller assumes no responsibility based on such consultations. All data provided by the Seller in any certificate and/or data sheet, such as, but not limited to, safety data sheets, technical data sheets, and allergen information, are the result of internal verification based on the Seller's methodologies, are accurate to the best of the Seller's knowledge as of the date of the certificate or data sheet, and are provided for informational purposes only. The Seller makes no warranty regarding the quality, accuracy, completeness, and compliance of the data or the results that will be obtained from the Buyer's use of such data.



- 10.3.** The Buyer shall indemnify the Seller from all damages, losses, costs, expenses, claims, demands, and liabilities (including, without limitation, product liabilities) arising from or in connection with the Products and their use by the Buyer or the application of any information disclosed or provided by or on behalf of the Seller.

## **11. Compliance with Laws and Standards**

- 11.1.** Each party acknowledges that it must comply with all applicable requirements or restrictions under any law, regulation, code, or standard, including, but not limited to, all applicable regulations regarding (i) anti-corruption, (ii) international trade such as, but not limited to, embargoes, import and export controls, and lists of sanctioned entities or persons, or (iii) data privacy and security ("**Laws and Standards**").
- 11.2.** The Buyer expressly warrants that its employees, agents, and subcontractors shall not, directly or indirectly, (i) accept, promise, offer, or provide any improper advantage to or (ii) enter into an agreement (a) with any entity or person, including government officials or an entity controlled by the government, or (b) relating to a product, that would constitute an offense or violation of applicable Laws and Standards.
- 11.3.** It shall be the Buyer's sole responsibility to (i) ensure compliance with all applicable Laws and Standards for the intended Use of the Products and (ii) obtain all necessary approvals, permits, or authorizations for such Use.
- 11.4.** It shall be the Buyer's sole responsibility to verify all Product compliance statements before Use, issued by the Seller to the best of its knowledge through the accompanying documentation.
- 11.5.** In the case of pre-shipment approval of a batch sample and/or a qualitative type sample, the Buyer acknowledges that the quality and characteristics of the approved sample(s) prevail over any other documentation or certificate of analysis accompanying the Products, to be understood as a general presentation of the Product, as described in the UNCITRAL contractual terms ([www.uncitral.un.org](http://www.uncitral.un.org)) recognized by the United Nations as international trade terms for goods.

## **12. Assignment and Change of Control**

- 12.1.** Neither party may assign any of the rights or obligations arising from the Conditions, the Order Confirmation, or the supply of the Products without the prior written consent of the other party, except that the Seller may assign such rights and obligations to any subsidiary or affiliate of Moellhausen S.p.A. or to third parties acquiring all or a substantial part of its assets or business related to the Products.

## **13. Suspension and Termination**

- 13.1.** In cases where: (i) the Buyer is in default of its obligations to the Seller and does not provide adequate assurances of performance before the scheduled delivery date; or (ii) the Buyer becomes insolvent or is unable to pay its debts as they become due or resolves for voluntary liquidation or enters into any insolvency proceedings; or (iii) the Buyer fails to comply with the Laws and Standards, then the Seller may, upon written notice to the Buyer, immediately, without prejudice to its other rights: (i) request the return of any delivered Product that has not been paid for, and all costs related to the recovery of the Products shall be borne by the Buyer; and/or (ii) suspend performance or terminate the Order Confirmation in relation to the Products to be delivered, unless the Buyer makes advance payment for the Products or provides adequate assurances of such payment to the Seller.
- 13.2.** In each of the foregoing cases, all of the Seller's credits for Products delivered to the Buyer and not returned to the Seller shall become immediately due and payable.

## **14. Language**

- 14.1.** These Conditions are drafted in the English language and this language must be used for communications related to them, unless otherwise agreed by the parties.

## **15. Waiver**

- 15.1.** The failure, delay, or omission by the Seller to enforce any provision of the Conditions shall not be construed as a waiver of the Seller's right to act or enforce such provision or any other provision. No waiver by the Seller of any breach of the Buyer's obligations shall constitute a waiver of any prior or subsequent breach.

## 16. Entirety of the agreement

- 16.1. The invalidity, nullity, or unenforceability of any clause, Article, or part of the Conditions shall not affect the validity or enforceability of the remaining contractual provisions, except where such part constitutes the essential object of the Conditions. If any provision of the Conditions is declared invalid, null, or unenforceable, the parties shall negotiate in good faith a new provision that reflects as closely as possible the original commercial intent.

## 17. Applicable Law and Dispute Resolution

- 17.1. These Conditions, the Order Confirmations, and any sales contract with the Buyer are governed by Italian law, with the express exclusion of the application of international conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.2. In the event of claims, disputes, or controversies connected with, arising from, or relating to the Conditions or an Order Confirmation, for any reason (a "**Dispute**"), the parties agree to first attempt to resolve the Dispute through good faith negotiations. Either party may initiate such negotiations by giving written notice to the other party. The negotiations shall last for a maximum of forty-five (45) days, unless otherwise agreed in writing by the parties.
- 17.3. Any and all Disputes are subject to the exclusive jurisdiction and competence of the Tribunal of Milan, Italy, with the express exclusion of any alternative forum that may be provided by law.

## 18. Survival of Rights

- 18.1. The rights and obligations of the parties shall be binding upon and benefit the parties themselves and their respective successors and authorized assigns. The parties shall ensure that their directors, employees, agents, and legal representatives comply with these Conditions. The termination of one or more rights and obligations of the parties, for any reason, shall not affect the provisions of the Conditions that are intended to remain in force after such termination.

## 19. Headings

- 19.1. The headings contained in the Conditions are included for convenience of reference only and do not affect the content or interpretation of the Conditions.

## 20. Intellectual Property

- 20.1. All intellectual property rights arising from or in connection with the Products shall be the exclusive property of the Seller.
- 20.2. The sale of the Products does not imply, even implicitly, the granting of any license on any intellectual property rights related to the compositions and/or applications of the Products, and the Buyer expressly assumes all risks of any intellectual property infringement due to its importation and/or Use of the Products, whether individually or in combination with other materials or in any processing operation.
- 20.3. Unless otherwise expressly authorized in writing by the Seller, the Buyer may not disclose, resell, or otherwise make available to third parties the Seller's formulas, original creations, technologies, Products, samples, and proprietary information, and/or use them for purposes other than those indicated above. The Buyer agrees not to analyze, decode, match, or counterfeit (in any case, alone or through another person) the Products on its own behalf or on behalf of third parties and not to use in its own products similar goods of third parties that are the result of the analysis, decoding, matching, or counterfeiting of the Products.
- 20.4. The Buyer is not authorized to have the Seller's Products copied by third parties and/or to disclose sensitive information; all formulas and knowledge about the Products remain the exclusive intellectual property of the Seller.
- 20.5. The Buyer is not authorized to use, reproduce, modify, or distribute the Seller's trademarks, logos, trade names, and commercial images, or those of third parties who have any type of agreement, license, or partnership with the Seller, and/or related to the Products, as well as the Seller's slogans, advertisements, or advertising claims on any type of communication medium, online platform, social media, or otherwise, unless there is a different

and express written agreement between the parties. Without prejudice to any remedy provided by law and the Conditions, the Seller reserves the right to request the immediate removal of any unauthorized content.

## 21. Confidentiality

21.1. All information provided by or on behalf of the Seller shall be treated as confidential and shall be used by the Buyer solely and exclusively for the purpose of conducting transactions related to the Products. Disclosure of information is permitted only to its employees or third parties limited to the performance of their duties, except where the Buyer is required to disclose the information by court order and/or legal obligation. In such cases, the Buyer shall promptly inform the Seller and reasonably cooperate with the Seller to obtain a protective order. Upon request, the Buyer shall promptly return all such information to the Seller. The Buyer shall not retain a copy. The Buyer shall treat the existence of the relationship and all related discussions as confidential. The Buyer or its employees shall sign a confidentiality agreement upon request.

## 22. Data Protection / Privacy

- 22.1. The parties undertake to comply with all applicable laws, regulations, and standards regarding data protection and privacy in the jurisdictions in which they operate.
- 22.2. The parties shall collect, process, and use personal data (as defined by applicable data protection laws) only for legitimate business purposes, in accordance with the provisions of this clause. Personal data may include, but is not limited to, names, contact information, and any other information that can be used to identify an individual.
- 22.3. Both parties shall implement appropriate technical and organizational measures to protect personal data from unauthorized access, loss, destruction, or alteration. Such measures shall be commensurate with the sensitivity of the personal data processed.
- 22.4. In the event that personal data is transferred between the parties or to third parties located in jurisdictions other than where the original data is located, such transfers shall comply with applicable data protection laws. The parties shall ensure that such transfers are based on adequate safeguards, such as standard contractual clauses or other legally recognized mechanisms.
- 22.5. Each party shall assist the other in responding to requests from data subjects exercising their rights under applicable data protection laws, including, but not limited to, rights of access, rectification, erasure, restriction of processing, and data portability.
- 22.6. In the event of a personal data breach, the affected party shall promptly inform the other party and provide all necessary information to enable the other party to fulfill its legal obligations regarding data breach notification.
- 22.7. Personal data shall be retained only for as long as necessary to fulfill the purposes for which it was collected, or as required by applicable laws, after which it shall be securely deleted or anonymized.
- 22.8. If either party engages third-party processors for the processing of personal data, it shall ensure that such processors are subject to data protection obligations consistent with this clause and that adequate safeguards are in place.

## 23. Subcontracting

- 23.1. The Seller reserves the right to subcontract any of its obligations to third parties, provided that such subcontracting does not relieve the Seller of its obligations or liabilities under the Conditions.
- 23.2. Nothing shall create any contractual relationship between the Buyer and any subcontractor of the Seller.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Buyer declares to have read and specifically approve the following clauses:

- Artt. 4.3 and 4.4 Payment;
- Artt. 5.2 and 5.4 Delivery;
- Art. 6 Inspections and conformity to specifications;
- Artt. 7.2 and 7.3 Risk and Transfer of Ownership;
- Art. 8 Warranty and limitation of responsibility;
- Art. 10.3 Modifications and information;

- Art. 12 Assignment of Change of control;
- Artt. 13.1 and 13.2 Suspension and termination;
- Art. 15 Waiver;
- Artt. 17.2 and 17.3 Applicable law and dispute resolution.

---

**The Buyer**