

Preamble

These Terms and Conditions of Sale exclusively govern Business-to-Business (B2B) sales contracts for products and services entered into between FLODRAULIC INDUSTRIAL S.R.L. and Customers, including through the Website, under the methods and terms set out below.

The Terms and Conditions of Sale are divided into Sections 1 and 2, respectively dedicated to offline or traditional sales between FLODRAULIC INDUSTRIAL S.r.l. and Customers, and to online sales via the Website, and Section 3 concerning the common provisions applicable to both types of sale.

The updated Terms and Conditions of Sale are published on the Website

www.flodraulicindustrial.com and may be consulted and downloaded by the Customer.

1. DEFINITIONS

For the purposes of these General Terms and Conditions, the following shall mean:

"FLODRAULIC INDUSTRIAL": FLODRAULIC INDUSTRIAL SRL, single-member company, with registered office in Granarolo dell'Emilia (BO), 40057, Frazione Cadriano, Via Don Giovanni Minzoni 28, Tax Code 03053760371 and VAT No. 00592061204, PEC: flodraulic.ind@legalmail.it (hereinafter: FLODRAULIC INDUSTRIAL);

"Customer": a legal entity which, for its business or professional purposes, purchases the Products/Services from FLODRAULIC INDUSTRIAL;

"Parties": FLODRAULIC INDUSTRIAL and the Customer, jointly referred to;

"Offer": the commercial offer for the Products issued by FLODRAULIC INDUSTRIAL and addressed to the Customer;

"Order": the purchase order for the Products issued by the Customer and addressed to FLODRAULIC INDUSTRIAL;

"Order Confirmation": the written confirmation of the Order issued by FLODRAULIC INDUSTRIAL and addressed to the Customer; in the case of online sales, it is the e-mail from FLODRAULIC MOTION SYSTEMS sent to the e-mail account provided by the Customer, containing confirmation of receipt of the Order;

"Contract": depending on whether the sale is

offline or online, respectively: (i) the agreement between FLODRAULIC INDUSTRIAL and the Customer formed jointly by the Offer, the Order, the Order Confirmation and these General Terms and Conditions of Sale and/or (ii) the agreement between FLODRAULIC INDUSTRIAL and the Customer consisting of these General Terms and Conditions of Sale, the Order including the specific terms of sale selected by the Customer in the online Shop, as well as the Order Confirmation.

"Products": components, equipment, hydraulic and pneumatic systems and installations.

"Services": any ancillary service offered by FLODRAULIC INDUSTRIAL to the Customer in relation to the sale of the Products;

"Website": the website

www.flodraulicindustrial.com exclusively owned by FLODRAULIC INDUSTRIAL;

"Online Shop": FLODRAULIC INDUSTRIAL's e-commerce website accessible at <https://shop.flodraulicindustrial.com> where the Customer may make purchases.

Section 1 – GENERAL TERMS AND CONDITIONS FOR OFFLINE OR TRADITIONAL SALES

2. SCOPE OF APPLICATION

2.1 These General Terms and Conditions of Sale (hereinafter: General Terms and Conditions) apply to all supplies of Products by FLODRAULIC INDUSTRIAL to any Customer.

2.2 The sale of the Products shall be governed exclusively by these General Terms and Conditions, the Order and the Order Confirmation, which together constitute the entire Contract.

2.3 Unless otherwise agreed in writing between the Parties, these General Terms and Conditions shall prevail over any prior oral or written agreement concerning the same subject matter.

2.4 Any special conditions agreed in writing between the Parties shall be coordinated with these General Terms and Conditions and included in the Order Confirmation. Any special conditions referred to by the Customer in its Order shall be deemed to have no effect unless specifically approved in writing by FLODRAULIC INDUSTRIAL.

3. EXCLUSIONS

3.1 These General Terms and Conditions do not govern system design, installation of the supplied equipment, specific testing and assembly, maintenance and out-of-warranty work, consulting activities, start-up assistance, training, as well as all related services and costs.

3.2 These matters shall be regulated separately and shall be the subject of a specific agreement between the Parties and expressly referred to in the Order Confirmation.

3.3 Likewise, packaging costs, taxes, stamp duties, customs expenses, duties and any other additional charges are not included in the purchase prices.

4. ORDER AND ORDER CONFIRMATION / OFFER AND ACCEPTANCE

4.1 The Order constitutes an offer to purchase the Products and must be sent in writing by the Customer to FLODRAULIC INDUSTRIAL, dated and duly signed by an authorized person, and printed on the Customer's letterhead.

4.2 These General Terms and Conditions apply to every Order.

4.3 When completing the Order, the Customer shall indicate the name of the person authorized to collect the goods at FLODRAULIC INDUSTRIAL's premises, the bank details and the VAT number for issuing the relevant accounting documents evidencing delivery and payment.

4.4 By issuing the Order, the Customer undertakes to purchase irrevocably, unless FLODRAULIC INDUSTRIAL rejects the Order because it does not comply, in either content or form, with these General Terms and Conditions.

4.5 The Contract between FLODRAULIC INDUSTRIAL and the Customer is concluded upon FLODRAULIC INDUSTRIAL's written confirmation accepting the Order.

4.6 Any offers sent by FLODRAULIC INDUSTRIAL to the Customer do not constitute any commitment, responsibility or obligation on the part of FLODRAULIC INDUSTRIAL and shall be valid only until the date indicated therein and exclusively for the supply of the Products quoted. The offers shall lapse if the Customer's acceptance—by sending an Order strictly

consistent with the Offer sent by FLODRAULIC INDUSTRIAL—is not received within the time limits indicated therein.

4.7 The Customer's acceptance of the Offer shall also constitute agreement to and acceptance of these General Terms and Conditions.

5. DELIVERY

5.1 Unless otherwise agreed in writing by the Parties, the Products shall be deemed delivered Ex Works (EXW) / Free on Factory, i.e., at FLODRAULIC INDUSTRIAL's premises, without packaging.

5.2 The Customer shall bear transport and insurance costs and all further requirements necessary to transport the Products to the place of destination.

5.3 The risk of loss of or damage to the Products shall pass from FLODRAULIC INDUSTRIAL to the Customer upon delivery of the Products covered by the Contract to the Customer or to a person authorized by the Customer (including a carrier). FLODRAULIC INDUSTRIAL shall not be liable in any way for any damage caused to the Products or to the means of transport during loading operations at its premises, which shall remain entirely at the Customer's expense.

5.4 Delivery times are indicative and calculated in working days; therefore, FLODRAULIC INDUSTRIAL shall not be liable on any grounds for any damages arising from delayed delivery of the Products. Unless otherwise agreed in writing by the Parties, delivery times start running from the time the Contract is concluded. If the Customer must pay part of the price as a down payment, the running of the times is suspended until the Customer has made such payment.

5.5 Delivery times shall be automatically extended:

1. if the Customer does not provide in due time the data or materials necessary for the supply or requests changes during performance or, again, delays responding to the request for approval of drawings or executive schemes;
2. if causes beyond FLODRAULIC INDUSTRIAL's will and diligence, including delays by subcontractors, prevent or

make delivery within the established terms excessively burdensome.

5.6 If the Customer is not up to date with payments relating to other supplies, delivery times are suspended and FLODRAULIC INDUSTRIAL may delay deliveries until the Customer has paid the sums due.

5.7 The Products shall be deemed delivered, on the date set in the Contract, at the time the Customer or a person authorized by the Customer (including a carrier) collects the Products at FLODRAULIC INDUSTRIAL's premises, or upon expiry of 15 (fifteen) days from receipt of FLODRAULIC INDUSTRIAL's written notice informing the Customer that the Products can be collected. If the Products are not collected by or on behalf of the Customer within the above term, FLODRAULIC INDUSTRIAL may, at the Customer's request, store the Products for a maximum period of 1 (one) month from the delivery date, charging the Customer the storage costs incurred, or send a further written notice inviting the Customer to collect the Products within 7 (seven) days, failing which the Contract shall be automatically terminated and FLODRAULIC INDUSTRIAL shall be entitled to compensation for the damages suffered.

5.8 If the Parties have agreed that, in the event of delayed delivery attributable to FLODRAULIC INDUSTRIAL, the latter must pay a sum as a penalty, the Customer may not claim amounts exceeding the agreed penalty as compensation for damages resulting from the delay.

6. SALE PRICE, PAYMENT AND PRICE REVISION

6.1 The Customer shall pay FLODRAULIC INDUSTRIAL, as the purchase price of the Products, the amount indicated in the Order and set out in the Order Confirmation (excluding VAT and any applicable tax).

6.2 Unless otherwise agreed in writing by the Parties, payments must be made by advance

bank transfer or cash on delivery, at FLODRAULIC INDUSTRIAL's domicile or at the bank indicated by it.

6.3 Any disputes that may arise between the Parties shall not release the Customer from the obligation to comply with the payment conditions and terms indicated in the Order and set out in the Order Confirmation.

6.4 In the event of delay, the Customer shall be required to pay default interest pursuant to Article 5 of Legislative Decree 231/2002 as amended, without prejudice in any case to FLODRAULIC INDUSTRIAL's right to claim compensation for any greater damage suffered and to terminate the contract pursuant to the following Article 9.

6.5 The prices originally agreed may be subject to change if the quantities ordered are reduced and a faster delivery is requested compared to what was already established.

6.6 In the event of a price change pursuant to Article 6.5 above, which must be communicated in writing by FLODRAULIC INDUSTRIAL, the Customer may decide whether to confirm the Order already sent or cancel it. In no case shall such change apply to orders already accepted by FLODRAULIC INDUSTRIAL.

7. CANCELLATIONS AND SUBSTITUTIONS

7.1 The Customer may not cancel or annul Orders accepted by FLODRAULIC INDUSTRIAL, unless otherwise authorized in writing by the latter.

7.2 FLODRAULIC INDUSTRIAL shall be entitled, by sending a written communication in the manner provided for in this Contract, to cancel in whole or in part the Order Confirmation and/or to request the Customer's express consent to substitute, in whole or in part, the Products covered by the Order, where particular and proven production, market or force majeure requirements so require. It being understood that, in order to proceed with any cancellation or substitution, the Customer must provide its consent by written communication sent to FLODRAULIC INDUSTRIAL in the forms provided for in this Contract, within and no later than 7 (seven) days from FLODRAULIC INDUSTRIAL's request.

7.3 If no communication is received from the Customer within the time limit and in the manner indicated in Article 7.2 above, FLODRAULIC INDUSTRIAL shall consider such silence as consent to the substitution/cancellation.

8. PRODUCT DOCUMENTATION

8.1 Any information relating to the Products (for example information on use/application, technical data, drawings, illustrations resulting from catalogues, advertising or the company website) and the related documentation, made available in any form, are purely indicative and shall be binding only if expressly mentioned as such by FLODRAULIC INDUSTRIAL in the Order Confirmation.

8.2 Upon the Customer's request, FLODRAULIC INDUSTRIAL may make available a sample/prototype for evaluation purposes. The sample/prototype may not be resold or considered part of the Products covered by the Contract.

8.3 FLODRAULIC INDUSTRIAL reserves the right to make any changes and/or improvements to the Products described, offered for sale and advertised on its website and/or price list and/or catalogue, without any obligation to give prior notice.

8.4 Any changes to the Products requested by the Customer shall be agreed between the Parties, stated in the Order and accepted by FLODRAULIC INDUSTRIAL in the Order Confirmation.

Consequently, the price and delivery terms shall be agreed in writing and appropriately adjusted.

9. EXPRESS TERMINATION CLAUSE

9.1 The Contract may be terminated pursuant to Article 1456 of the Italian Civil Code with immediate effect, by sending a registered letter with return receipt, if one of the Parties is declared bankrupt or is subjected to other insolvency proceedings, or initiates an out-of-court arrangement with its creditors, or is placed in liquidation. In such cases, all Orders not yet fulfilled, including those already confirmed, shall be deemed cancelled.

9.2 The contract may also be terminated, pursuant to Article 1456 of the Italian Civil Code,

by sending a registered letter with return receipt in the following cases:

1. failure by the Customer to comply with the payment terms provided for under Article 6, regardless of the amount;
2. breach of the obligations provided for under Articles 22 and 24 of this Contract;
3. failure to take delivery of the Products due to causes attributable to the Customer, once the period referred to in Article 5.7 has elapsed;

9.3 Following termination of the Contract pursuant to Articles 9.1 and 9.2 above, any sum owed by the Customer to FLODRAULIC INDUSTRIAL under this Contract shall become immediately due and payable.

10. CONTRACTUAL WITHDRAWAL

10.1 If the Customer reduces the guarantees it had provided or fails to provide the guarantees it had promised, FLODRAULIC INDUSTRIAL shall be entitled to withdraw from the Contract.

SECTION 2 – GENERAL TERMS AND CONDITIONS FOR ONLINE SALES

11. SCOPE OF APPLICATION

11.1 This Section 2 of the Terms and Conditions of Sale is dedicated to the general terms and conditions of online sales which exclusively govern all (B2B) sales contracts concluded at a distance via the internet through the Online Shop and relating to the Products described, offered for sale, advertised and marketed therein.

11.2 Online sales of the Products are governed, in addition to these general terms and conditions, also by the specific terms of sale indicated by FLODRAULIC INDUSTRIAL in the Online Shop and selected from time to time by the Customer (which, by way of example and not limitation, may concern the price, payment methods, transport, product type, etc.) which must in any case be stated and confirmed by FLODRAULIC INDUSTRIAL in the Order Confirmation.

11.3 FLODRAULIC INDUSTRIAL is free to update, supplement or amend these general terms and conditions of online sale, with effect for sales concluded after publication on the

Website/Online Shop of the new version of the Terms and Conditions of Sale, such publication constituting notice of the changes.

11.4 The Customer acknowledges the possibility of downloading these general terms and conditions from the Website/Online Shop and agrees that FLODRAULIC INDUSTRIAL may send, by summary e-mail, the link to view them.

12. ONLINE REGISTRATION PROCEDURE FOR E-COMMERCE SALES

12.1 These general terms and conditions of sale must be reviewed by the Customer before each purchase and shall be deemed fully known and unconditionally accepted by the Customer by ticking the relevant box "I declare that I have read, understood and accepted the general terms and conditions of sale" and the box for specific approval of unfair terms pursuant to Articles 1341 and 1342 of the Italian Civil Code, within the Product purchase area of the Online Shop, following the Customer's registration in the Online Shop and creation of the Customer's personal credentials (username and password), which will be communicated by e-mail and must be entered in the relevant fields before each purchase.

12.2 The Customer acknowledges that FLODRAULIC INDUSTRIAL will not accept orders submitted (i) by parties not registered according to the procedure defined above (ii) by parties who are not B2B Customers as defined above (iii) by ordinary e-mail from Customers without their prior registration in the Online Shop.

12.3 The Customer undertakes not to transfer the above credentials to third parties and to keep them with the utmost care and diligence, remaining solely responsible for their safekeeping and use.

12.4 The Customer therefore accepts as its own, from now on, all orders sent to FLODRAULIC INDUSTRIAL with the Customer's identification code and password, as well as the invoice that will be issued with the data entered by the Customer.

12.5 In case of loss of credentials, the Customer must immediately inform FLODRAULIC INDUSTRIAL so that the lost credentials can be

cancelled and new ones assigned.

12.6 The Customer remains solely and exclusively responsible for the correctness and completeness of its identification data and, in any case, of any data entered in the registration area and in the Product purchase area, excluding any liability of FLODRAULIC INDUSTRIAL. In particular, the Customer agrees to receive communications relating to purchases made in the Online Shop at the e-mail address indicated in the registration area.

12.7 FLODRAULIC INDUSTRIAL may request a company register extract or other equivalent document in order to determine the exact identity of the Customer.

12.8 FLODRAULIC INDUSTRIAL declines any responsibility for information, documents and materials possibly uploaded by third parties on the Website and/or in the Online Shop, even where such content is made available to the Customer as part of an advertising service offered by FLODRAULIC INDUSTRIAL.

13. CONCLUSION OF THE ONLINE SALES CONTRACT

13.1 In order to purchase Products in the Online Shop, the Customer must log in by entering its personal credentials and must diligently and scrupulously follow the indications and procedures described in the Online Shop and in these general terms and conditions of sale.

13.2 During the purchase procedure, the Customer shall be required to review the following information and conditions published in the Online Shop:

1. Product characteristics, described in the individual product sheets;
2. Product price, with details of taxes, any shipping costs and any other costs;
3. methods and terms of payment of the Product price;
4. availability, methods and delivery terms of the Products;
5. any other information published in the Online Shop.

13.3 FLODRAULIC INDUSTRIAL will describe and present the Products in the Online Shop as completely and

transparently as possible. The Customer acknowledges and accepts that there may be incompleteness, inaccuracies or minor differences between the photographs and descriptions of the Products in the Online Shop and the Products delivered.

In particular, the Customer acknowledges and accepts that photographs and/or videos relating to the Products published on the Website and/or in the Online Shop are indicative. FLODRAULIC INDUSTRIAL may delete and/or replace the Products described in the Online Shop at any time and without notice and may make non-substantial technical and aesthetic improvements that do not worsen the quality of the Product. The Customer has the right to access the Online Shop exclusively for browsing and purchasing Products, and no other use of the Online Shop or its content is permitted, as they are protected by industrial and/or intellectual property rights, as further specified under Article 24 below.

13.4 The Customer may correct the Order before it is concluded through the technical means made available in the Online Shop to identify and correct errors, or may refrain from placing the Order by leaving the Online Shop without completing any Order. Orders may be placed in Italian and English. The sales Contract for the Products in the Online Shop shall be deemed concluded when the Customer clicks the “confirm my order” field (which constitutes acceptance of the public offer made by FLODRAULIC INDUSTRIAL in the Online Shop) at the end of the purchase procedure.

13.5 Upon receipt of the Order, the Customer will receive a summary e-mail from FLODRAULIC INDUSTRIAL. This summary e-mail will contain the order number, the date and time the order was placed, the type, quantity and price of

the Products purchased, taxes, any shipping costs and any other cost, the terms and delivery address of the Products, the billing address and the link to these general terms and conditions of sale and to the privacy notice pursuant to Article 13 GDPR published on the Website. The Customer undertakes to verify the correctness of the Contract data contained in the summary e-mail and to notify FLODRAULIC INDUSTRIAL of any corrections within one hour. Without prejudice to Articles 14.7 and 15, FLODRAULIC INDUSTRIAL reserves the right to carry out, even after receipt of the Order and/or payment, administrative, accounting and anti-fraud checks. If such checks reveal, by way of example and not limitation: (i) payment delays and/or unpaid amounts relating to previous orders; (ii) exceeding any agreed credit limits; (iii) inconsistencies in the data provided by the Customer; (iv) negative, non-final or otherwise unconfirmed outcome of electronic payment (including credit card payments, PayPal or similar tools), FLODRAULIC INDUSTRIAL shall be entitled to:

- (a) suspend processing and/or shipment of the Order;
- (b) request the Customer, before proceeding, to regularise the outstanding position and/or use a different payment method and/or provide suitable guarantees and/or further documentation; and/or
- (c) cancel the Order and withdraw from the Contract without the Customer being entitled to any indemnity or compensation.

In case of suspension pursuant to letter (a), FLODRAULIC INDUSTRIAL shall notify the Customer. The suspension shall remain in effect until the position is regularised and/or the checks have a positive outcome; if 5 (five) working days elapse from the notice without the

Customer having complied with what was requested, FLODRAULIC INDUSTRIAL may cancel the Order and withdraw from the Contract.

In case of cancellation/withdrawal and where payment has already been made by credit card, PayPal or other immediate payment instruments, FLODRAULIC INDUSTRIAL will, where technically possible, cancel the pre-authorisation or, alternatively, refund the collected amount using the same payment method. The Customer acknowledges that the time required for the actual credit depends on the payment circuits and/or issuing institutions and is not attributable to FLODRAULIC INDUSTRIAL.

13.6 The Order shall be stored in FLODRAULIC INDUSTRIAL's database in the "my orders" section, from which the Customer can access the history of orders placed.

13.7 The Customer acknowledges and accepts that the availability of Products marketed in the Online Shop refers to actual availability at the time the Customer makes the purchase. Such availability must be considered indicative because, due to the simultaneous activity of multiple Customers in the Online Shop, the same Products could be purchased at the same time by other Customers, FLODRAULIC INDUSTRIAL having no tools to prevent this. In such case, the Products shall be purchased by the Customer whose order is first processed by the Online Shop system. FLODRAULIC INDUSTRIAL will notify by e-mail the Customer whose order was registered second as soon as it discovers the total or partial unavailability of the Products, and the Customer may withdraw from the sales contract within 14 (fourteen) days from receipt of such e-mail by written notice sent by registered letter with return receipt or by PEC or fax, with the Customer obliged to return, at its own

expense, any Products already received and FLODRAULIC INDUSTRIAL obliged to refund any amounts paid by the Customer, without any compensation for damages or indemnities of any kind in favour of the Customer.

14. DELIVERY

14.1 Delivery of the Products shall take place according to the methods and conditions set out in this article.

14.2 In Italy, shipment may take place by courier or Exw (Incoterms 2020): in the first case, the shipping cost of the Order is calculated automatically in the cart; in the second case, costs are reset to zero and the Customer may collect the goods directly on the date communicated by e-mail or by telephone by Customer Service at the premises/warehouse of FLODRAULIC MOTION SYSTEMS.

14.3 Deliveries in Europe shall be Exw (Incoterms 2020) and the Customer shall bear transport and insurance costs and all further requirements necessary to transport the Products to the place of destination.

14.4 The risk of loss of or damage to the Products shall pass from FLODRAULIC INDUSTRIAL to the Customer upon delivery of the Products covered by the Contract to the Customer or to a courier/carrier.

14.5 FLODRAULIC INDUSTRIAL will do its best to deliver the Products within the delivery times established and published in the Online Shop, which are intended as indicative and not strict deadlines and are calculated in working days. FLODRAULIC INDUSTRIAL shall therefore not be liable on any grounds for any damages arising from delayed delivery of the Products.

14.6 FLODRAULIC INDUSTRIAL will inform the Customer that the product has been shipped. If the Products are not delivered within 14 (fourteen) days from the date FLODRAULIC INDUSTRIAL sends the order confirmation e-mail, the Customer shall be entitled to withdraw from the sales contract by written notice sent by registered letter with return receipt, PEC or fax to FLODRAULIC INDUSTRIAL, which shall be obliged to refund only the cost of the product, without

any compensation for damages or indemnities of any kind in favour of the Customer.

14.7 The Customer acknowledges and accepts that FLODRAULIC INDUSTRIAL will deliver the Products exclusively after actual receipt of the price and the Customer's administrative and accounting regularity towards FLODRAULIC INDUSTRIAL. In particular, for payments made by credit card, PayPal or other electronic payment instruments, actual receipt (and therefore shipment) is subject to confirmation by the payment provider of the positive and final outcome of the transaction and, where applicable, of capture/charge ("capture"). Any pre-authorisation ("pre-authorization" or "authorization") does not constitute payment and does not entitle shipment.

14.8 FLODRAULIC INDUSTRIAL shall in no case be considered responsible for failure or delay in delivery of the Products due to force majeure, fortuitous event and justified reason, such as, by way of example, strikes, riots, labour unrest, shortage of raw materials, lack of electricity, fires, machine breakdowns and any other cause beyond FLODRAULIC INDUSTRIAL's will and diligence (including delays by subcontractors) that prevents or makes delivery within the established terms excessively burdensome.

15. PAYMENT METHODS FOR ONLINE PURCHASES

15.1 The Customer shall pay FLODRAULIC INDUSTRIAL, as the purchase price of the Products, the amount indicated in the Order and set out in the Order Confirmation (VAT included). Payments must be made using the payment methods indicated in the Online Shop, namely: credit cards indicated on the Website, bank transfer, MyBank instant transfer and PayPal. Delivery of the Products is subject to actual receipt of the price.

15.2 Payment of the price must be made at the time of purchase. The Customer, by indicating credit card (or other electronic payment instrument) as the payment method, authorizes FLODRAULIC INDUSTRIAL and/or the appointed payment provider to carry out the operations necessary to execute the transaction.

FLODRAULIC INDUSTRIAL reserves the right to request a copy of the cardholder's identity document. The Customer acknowledges and accepts that, depending on the payment provider's settings, the transaction may include a pre-authorisation phase ("authorization" or "pre-authorization"), followed by capture/charge ("capture") and subsequent crediting in favour of FLODRAULIC INDUSTRIAL.

15.3 The Customer acknowledges and accepts that, for the purposes of processing the Order and shipment, payment by credit card/electronic instruments is deemed made only when FLODRAULIC INDUSTRIAL receives from the payment provider confirmation of the positive and final outcome of the transaction and, where applicable, of capture/charge. If not (negative, non-final, unconfirmed outcome, expiry or failure to capture the pre-authorisation), FLODRAULIC INDUSTRIAL will not ship and may suspend the Order and request a different payment method; if 5 (five) working days elapse without the Customer making a valid payment, FLODRAULIC INDUSTRIAL may cancel the Order and withdraw from the Contract without the Customer being entitled to indemnities or compensation.

15.4 In case of payment by bank transfer, after clicking on "confirm my order", the Customer will receive an e-mail containing the bank details to make the transfer, which must be arranged immediately so that the sum is credited to FLODRAULIC INDUSTRIAL's current account within 5 days from the conclusion of the sales contract. In the case of payment by bank transfer, the goods will not be reserved for the Customer until the transfer is credited.

15.5 Failure to pay the price within 5 (five) days from the term referred to in Article 15.4 above gives FLODRAULIC INDUSTRIAL the right to terminate the sales contract by written notice sent by registered letter with return receipt, PEC or fax, without the need to serve a formal notice of default.

15.6 FLODRAULIC INDUSTRIAL will issue the invoice and it will be sent in electronic format according to applicable legislation. No changes to tax documents may be made after they have

been issued.

15.7 Regardless of the chosen payment method, if on the date of the Order (or subsequently as a result of checks) the Customer is not up to date with payments to FLODRAULIC INDUSTRIAL (e.g., presence of unpaid amounts and/or payment delays relating to previous supplies), FLODRAULIC INDUSTRIAL may suspend processing and/or shipment of the Order and request regularization of the outstanding position and/or suitable guarantees. If not regularized within 5 (five) working days from the relevant notice, FLODRAULIC INDUSTRIAL may cancel the Order and withdraw from the Contract without the Customer being entitled to indemnities or compensation.

15.8 In case of suspension or cancellation of the Order pursuant to Article 13.5 and/or 15.7, where a payment has been made by credit card, PayPal or other immediate payment instrument, FLODRAULIC INDUSTRIAL will (i) cancel the pre-authorization and/or the transaction, where technically possible, or (ii) refund the amount collected using the same payment method. It is understood that any technical times for re-credit and/or costs applied by the card issuer, the Customer's bank or the payment service provider are not attributable to FLODRAULIC INDUSTRIAL.

15.9 The suspension, cancellation and/or withdrawal referred to in Articles 13.5 and 15.7 are contractual remedies safeguarding contractual balance and shall not give rise to any liability of FLODRAULIC INDUSTRIAL for direct or indirect damages, without prejudice to the refund of any amounts collected pursuant to Article 15.8.

16. PRICES

16.1 All sale prices of the Products indicated in the Online Shop are expressed in Euro, net of VAT and other ancillary expenses.

16.2 Costs related to the payment method chosen at the time of the Order are entirely borne by the Customer.

16.3 The Customer acknowledges that FLODRAULIC INDUSTRIAL may freely update Product prices at any time and therefore they may change. It being understood that

FLODRAULIC INDUSTRIAL may not change the prices indicated in the Online Shop at the time of purchase and stated in the summary e-mail of the purchase.

16.4 In case of an IT, manual, technical or any other error that may result in a substantial change, not foreseen by FLODRAULIC INDUSTRIAL, in the price or quantity of the Products, FLODRAULIC INDUSTRIAL must notify the Customer in writing in the manner provided for in this Contract as soon as the error is discovered and either Party may withdraw from the sales contract within 14 (fourteen) days from receipt of such notice, with the Customer obliged to return, at its own expense, the Products already received and FLODRAULIC INDUSTRIAL obliged to refund any amounts paid by the Customer, without any compensation for damages or indemnities.

17. RIGHT OF WITHDRAWAL

17.1 The Customer has the right to withdraw from the Contract without any penalty and without stating the reason, within 14 (fourteen) days from the date of receipt of the Products. The Customer intending to exercise the right of withdrawal must send to FLODRAULIC INDUSTRIAL, by registered letter with return receipt, PEC or fax, an explicit communication containing the decision to withdraw from the Contract.

17.2 In case the right of withdrawal is exercised, the Customer must return the Products within and no later than 14 (fourteen) days from the date of sending the withdrawal notice, shipping the Products to FLODRAULIC INDUSTRIAL at the registered office indicated above. All risks, charges and costs of returning the Products are borne by the Customer.

17.3 The Products must be returned intact, in their original packaging, complete in all their parts (including packaging and any documentation and accessories: manuals, cables, etc.) and complete with the related tax documentation. Subject to compliance with the above, FLODRAULIC INDUSTRIAL will refund the amount paid to the Customer within 14 (fourteen) days from receipt of the returned

Products, excluding any documented shipping costs for the first return. FLODRAULIC INDUSTRIAL may suspend the refund of the price until the conditions of the returned Products have been verified.

17.4 FLODRAULIC INDUSTRIAL will make the refund using the same payment method chosen by the Customer for the purchase. In case of payment by bank transfer, the Customer exercising the right of withdrawal must provide FLODRAULIC INDUSTRIAL—by accessing the “contact us” section of the Online Shop—the bank details (IBAN, SWIFT and BIC) necessary for the refund.

SECTION 3 – COMMON PROVISIONS APPLICABLE TO OFFLINE/TRADITIONAL AND ONLINE SALES

18. WARRANTY

18.1 FLODRAULIC INDUSTRIAL warrants that the Products will be free from defects and/or material manufacturing defects.

18.2 The warranty lasts twelve months from delivery of the Products and, for Products replaced under warranty, from the date of replacement. This warranty does not apply to parts subject to normal wear and tear and normal consumption.

18.3 Unless otherwise established in writing by the Parties, the Customer must notify FLODRAULIC INDUSTRIAL of any defects and/or faults of the delivered Products compared to the Order and the Order Confirmation, within eight days of delivery for apparent defects and within eight days of discovery for hidden defects, in the forms of communication provided for in this Contract. Once this period has elapsed, the Products shall be deemed fully compliant with the Order and the Order Confirmation and no liability and/or breach may be attributed to FLODRAULIC INDUSTRIAL on any grounds.

18.4 The warranty is limited to defects due to poor quality of the material or manufacture. It does not extend to defects due to natural wear and tear or to the Customer’s lack of skill or negligence, or to parts of the Product which, due to the material composition or the nature of their use, are subject to rapid deterioration.

18.5 Within such period, FLODRAULIC INDUSTRIAL, to which the Customer has reported the defect within the terms set out in Article 18.3 above, undertakes, at its choice, within a reasonable period having regard to the extent of the complaint, to repair or replace free of charge the Products or parts found to be defective.

18.6 Replacements or repairs are generally carried out Ex Works: expenses and risks for transport of the defective products are borne by the Customer. However, if the Parties consider, in relation to the specific case, that it is more appropriate to carry out the work necessary for replacement or repair at the Customer’s premises, the Customer will bear the travel and accommodation expenses of FLODRAULIC INDUSTRIAL’s technical staff and will provide all means and auxiliary personnel required to perform the intervention as quickly and safely as possible.

18.7 FLODRAULIC INDUSTRIAL reserves the right to assess the existence of the reported defect. Examination of defects and their causes will be carried out at FLODRAULIC INDUSTRIAL and all related expenses shall be borne by the Customer, including any inspection costs that may be requested. In no case may the Customer demand termination of the contract.

18.8 The warranty shall be void whenever defective Products have been used improperly and not in accordance with FLODRAULIC INDUSTRIAL’s instructions, disassembled and/or modified and/or replaced and/or repaired by persons not authorized by FLODRAULIC INDUSTRIAL, or show defects resulting from wear, negligence and/or lack of skill of the Customer and/or its appointees and/or third parties. The warranty shall also be void if the Customer has not made payments in the manner and within the terms agreed in the Contract, with FLODRAULIC INDUSTRIAL consequently entitled not to carry out replacements.

18.9 The warranty is non-transferable and applies only in favour of the invoice holder.

18.10 This warranty does not cover products or components manufactured by third parties for which the manufacturer’s warranty applies.

19. LIMITATION OF LIABILITY

19.1 FLODRAULIC INDUSTRIAL is solely responsible for the proper operation of components, equipment, hydraulic and pneumatic systems and installations supplied in relation to the characteristics and performances expressly indicated by FLODRAULIC INDUSTRIAL.

19.2 FLODRAULIC INDUSTRIAL's overall liability—whether contractual, tort or otherwise attributable to it—arising from breach of the Contract governed by these General Terms and Conditions, connected and/or related thereto, shall in any case not exceed the total price actually paid by the Customer for the products giving rise to such liability.

19.3 FLODRAULIC INDUSTRIAL is not liable for any malfunctioning of machines or systems manufactured by the Customer or by third parties, using components supplied by FLODRAULIC INDUSTRIAL, even if the individual equipment has been assembled or connected according to FLODRAULIC INDUSTRIAL's diagrams or drawings.

19.4 In any case, outside the cases governed by Presidential Decree 24 May 1988, no. 224, and without prejudice to Article 1229 of the Italian Civil Code, the Customer may not claim compensation for indirect or consequential damages, loss of profits, loss of production or opportunities, nor shall FLODRAULIC INDUSTRIAL be required to pay, as compensation, sums exceeding the value of the Products.

20. RETENTION OF TITLE

20.1 FLODRAULIC INDUSTRIAL retains ownership of the supplied Products until full payment of the agreed price and the due taxes.

20.2 The Customer assumes responsibility for preserving the Products from the moment they are made available to it and is obliged to store the goods received with the diligence of a prudent person, undertaking to allow inspection at any time by FLODRAULIC INDUSTRIAL's personnel or its appointees, until full payment of the supply price.

20.3 The Customer may not sell, donate, exchange, pledge, seize or otherwise alter or encumber the Products covered by the Contract

until full payment of their price.

20.4 If precautionary and/or enforcement actions are taken against the Customer affecting the purchased Products, the Customer undertakes to inform the bailiff of its status as mere custodian of the goods and to notify FLODRAULIC INDUSTRIAL of the event within 24 hours by registered letter with return receipt or by PEC or fax.

21. FORCE MAJEURE

21.1 Force majeure means extraordinary, unforeseen and unforeseeable events in any case beyond FLODRAULIC INDUSTRIAL's control, the occurrence of which is not due to acts or omissions attributable to it, such as to prevent performance of the obligations arising from the Contract (such as, by way of example, natural disasters, laws or regulations, war, insurrection, terrorism, fire, epidemic, strikes, service interruptions).

21.2 FLODRAULIC INDUSTRIAL shall not be held responsible for any delay or failure to deliver the Products where this is due to force majeure or events beyond its control, nor for any obligation to repair or replace.

22. CONFIDENTIALITY OBLIGATION

22.1 The Customer undertakes to keep confidential all information and documents, in any form or nature, communicated and/or learned from FLODRAULIC INDUSTRIAL during performance of the Contract.

By way of example and not limitation, confidential information includes:

- data, technical knowledge, processes, formulae, information and material containing trade secrets, know-how (whether patentable or not), developments, inventions, software programs, source code;
- codes, documentation, diagrams, 2D and 3D drawings, samples, flow-charts, technical, experimental and development work;
- experiences, Technologies, designs, manual techniques, processes, methods, software;

- technical solutions deriving from planning, calculation, simulation, construction and prototype development activities;
- market and sales information, prices and costs, customer lists, contact names, price lists, inventory data, market and business plans, customers' technical and commercial needs, employees, licensees and suppliers and related business methods, agreements with customers, employees, licensees and suppliers, manuals, reports and personnel data, data and information relating to any aspect of production, as well as drawings, preliminary analyses, sketches, samples or prototypes, etc.

22.2 Without prejudice to the above, the Customer shall have no obligation and shall not be subject to any restriction with respect to information that it can prove:

- had become public domain before its disclosure, or became so thereafter, in the latter case without any fault attributable to it;
- was known to the Parties based on written documents in their possession at the time the information is exchanged; is generally available and used at an industrial level;
- was lawfully received from third parties without restriction and without breach of this Contract, provided that such third parties are not bound by confidentiality obligations towards the other Party with respect to such information;
- results from internal developments achieved in good faith by members of its staff who did not have access to such confidential information;
- derives from observation, study, disassembly or testing of a product or object made available to the public or lawfully possessed by the party acquiring the information.

22.3 The Customer acknowledges the

confidential nature of the information communicated to it and, in performing the Contract, undertakes:

- to treat such information with the utmost secrecy and adopt all precautions and security measures aimed at protecting and preventing any risk of unauthorized access, unauthorized use and misappropriation;
- to use the confidential information received and/or held exclusively for the purposes provided for in the Contract;
- not to disclose and/or communicate such information to third parties without FLODRAULIC INDUSTRIAL's prior written consent;
- not to duplicate, reproduce, copy, record in any form and by any means one or more of the confidential information received and/or held;
- to return and/or destroy, upon simple request by FLODRAULIC INDUSTRIAL, all documents and media of any kind (including copies and extracts) received and/or held that contain or refer to FLODRAULIC INDUSTRIAL's confidential information.

22.4 The Customer declares and acknowledges that authorized access to FLODRAULIC INDUSTRIAL's confidential information does not constitute transfer of ownership nor recognition of any right in its favor over the shared information, but is exclusively aimed at performance of the Contract.

22.5 The Customer's obligations extend also to all its employees and/or collaborators (regardless of the legal form of the collaboration) who need to know such confidential information for performance of the Contract. Therefore, the Customer declares and guarantees that such persons will comply with the aforesaid obligations, the Customer remaining fully responsible for any breach by them.

22.6 The Customer undertakes to

promptly inform FLODRAULIC INDUSTRIAL of any unauthorized use or improper disclosure of FLODRAULIC INDUSTRIAL's confidential information of which it becomes aware and to provide all assistance necessary to stop unauthorized use and/or disclosure.

23. PROCESSING OF PERSONAL DATA

23.1 FLODRAULIC INDUSTRIAL guarantees full compliance with EU Regulation No. 679/2016 (GDPR) and applicable national legislation on personal data protection at all stages of the relationship with the Customer.

23.2 FLODRAULIC INDUSTRIAL will process personal data within the terms and according to the methods indicated in the information notice pursuant to Article 13 GDPR, available in full on the website www.flodraulicindustrial.com

23.3 Each Party undertakes to hold the other harmless from any claim for damages arising from unlawful processing of personal data resulting from failure to comply with GDPR and applicable national legislation.

24. INTELLECTUAL PROPERTY RIGHTS

24.1 All intellectual property rights (by way of example, patents, trademarks, designs and models, trade secrets, know-how, copyrights, technical and commercial information relating to the Products, as well as any software possibly provided by FLODRAULIC INDUSTRIAL), whether protected or protectable, created and/or acquired by FLODRAULIC INDUSTRIAL before the Contract and during performance thereof, remain the exclusive property of FLODRAULIC INDUSTRIAL. The Customer undertakes to refrain from any conduct that may infringe or jeopardize such rights.

24.2 In the event of disputes and/or claims and/or actions by third parties for infringement of intellectual property rights relating to the Product covered by the Contract, FLODRAULIC INDUSTRIAL may, at its discretion and at its own expense: (i) grant the Customer the right to continue using the Product; (ii) replace the Product with another product or parts thereof with similar functionality that does not infringe third-party intellectual property rights; (iii)

modify the Product so that it does not infringe third-party intellectual property rights; (iv) withdraw the Product or parts thereof and refund the purchase price, after deducting a reasonable amount for use, damage or obsolescence of the Product. To the extent permitted by law, the above remedies represent the only measures available to the Customer and, in any case, FLODRAULIC INDUSTRIAL's liability may not exceed the price paid by the Customer for the contested Product.

24.3 To the extent permitted by law, FLODRAULIC INDUSTRIAL shall not be liable to the Customer and the above remedies shall therefore not apply, in the event of infringement of third-party intellectual property rights arising from (a) modification of the Products by the Customer and/or its appointees (b) assembly of the Products with other products (c) use of the Products in processes carried out by the Customer and/or its appointees or (d) FLODRAULIC INDUSTRIAL's compliance with the Customer's instructions, drawings, projects and specifications. In such cases, the Customer undertakes to indemnify and hold FLODRAULIC INDUSTRIAL harmless from any damage, expense or liability, on any grounds suffered by FLODRAULIC INDUSTRIAL and/or any third-party claims connected with the above cases.

25. NOTICES

25.1 Any notice between the Parties relating to this Contract must be made by exchange of written correspondence, by registered letter with return receipt to FLODRAULIC INDUSTRIAL S.r.l. premises, or by PEC: flodraulic.ind@legalmail.it

26. GOVERNING LAW AND JURISDICTION

26.1 These General Terms and Conditions and the Contract are governed by Italian law.

26.2 Any dispute that may arise between the Parties in relation to the interpretation, performance, validity or termination of this Contract shall be submitted exclusively to the jurisdiction of the Italian Judicial Authority and, specifically, to the exclusive jurisdiction of the Court of Bologna, excluding any other concurrent jurisdiction.

27. PROHIBITION OF RE-EXPORT TO RUSSIA OR FOR USE IN RUSSIA ("SO-CALLED NO RUSSIA CLAUSE")

27.1 The Customer is prohibited from selling, exporting or re-exporting, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any product supplied under the Contract or an agreement connected thereto that falls within the scope of Article 12 of Council Regulation (EU) No. 833/2014.

27.2 The Customer undertakes to use its best efforts to ensure that the purpose of paragraph 1 is not frustrated by third parties further down the commercial chain, including potential resellers.

27.3 The Customer establishes and maintains an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain, including potential resellers, that may frustrate the purpose of paragraph (1).

27.4 Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the Contract and FLODRAULIC INDUSTRIAL shall have the right to request:

(i) termination of the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code and

(ii) application of a penalty equal to 30% of the total value of the Contract or of the price of the exported goods, if higher, without prejudice to compensation for any greater damage.

27.5 The Customer shall immediately inform FLODRAULIC INDUSTRIAL of any issues in the application of paragraphs (1), (2) or (3), including any relevant activities by third parties that may frustrate the purpose of paragraph (1). The Customer shall make available to FLODRAULIC INDUSTRIAL information on compliance with the obligations under paragraphs (1), (2) and (3) within two weeks of a simple request for such information.

28. FINAL PROVISIONS

28.1 Failure by either Party to exercise its rights arising from this Contract (and more generally its rights) shall not constitute a waiver of such rights nor operate so as to prevent their future exercise.

28.2 The Customer is prohibited from assigning or

transferring to third parties, in whole or in part, the Contract and/or its rights or obligations arising therefrom.

28.3 The invalidity or ineffectiveness, in whole or in part, of one or more clauses of these General Terms and Conditions shall not affect the validity of the other clauses or the remaining part of the clause. The invalid or ineffective provision shall be replaced by a valid and effective clause whose scope is as similar as possible to that of the original clause.

28.4 Any amendment to this Contract must be in writing and signed by both Parties.

Date and place

The Customer

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly declares that it has carefully read each single general condition of sale, and specifically accepts the following articles:

Art. 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 (Delivery); Art. 6.3, 6.4 (Sale price, payment and price revision); Art. 9 (Express termination clause); Art. 10 (Contractual withdrawal); Art. 11.3 (Scope of application); Art. 13.5 (cancellation/suspension of the order); Art. 14.5 (Exclusion of damages for delay); Art. 14.6 (Exclusion of indemnity); 14.7 (Shipment subject to positive outcome of the transaction); Art. 15.3 (Confirmation of positive outcome of the transaction/cancellation of the order); Art. 15.5 (Termination of the contract); Art. 15.7 (Suspension in case of unpaid amounts); Art. 15.9 (Exclusion of liability); Art. 16.3 (Price updates); Art. 16.4 (Exclusion of indemnity); Art. 17.3 (Suspension of price refund); Art. 18.2, 18.3, 18.4, 18.5, 18.7, 18.8, 18.9 (Warranty); Art. 19 (Limitation of Liability); Art. 20 (Retention of title); Art. 21 (Force majeure); Art. 22 (Confidentiality obligation); Art. 23 (Processing of personal data); Art. 24 (Intellectual Property Rights); Art. 26 (Governing law and jurisdiction); Art. 27 (Prohibition of re-export to Russia or for use in Russia); Art. 28 (General Provisions).

Date and place

The Customer



Industrial

Flodraulic Industrial S.r.l a Socio Unico

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