

GENERAL CONDITIONS OF SALE

1. Definitions

1.1 For the purposes of these General Conditions of Sale (hereinafter referred to as "Conditions of Sale"), the following terms will have the following meanings attributed to them: - "Customer": any company, entity or legal entity that purchases the Products from SVERITAL; - "Order Confirmation": each acceptance of the Order sent by SVERITAL to the Customer in writing, on a special SVERITAL form; - "Working Day": every day from Monday to Friday in which the banks operating on the square of Milan are regularly open to the public for their normal activity. - "Order(s)": each proposal to purchase the Products forwarded by the Customer to SVERITAL exclusively through: a) Sverital's agents/sales force; b) the Commercial Office of Sverital; c) customer portal, software interface, e-commerce platform; - "Products": means the products, manufactured, assembled and/or sold by SVERITAL;

2. Scope

2.1 These Conditions of Sale apply to all Sales of Products. In the event of a conflict between the conditions and terms referred to in these Conditions of Sale and the conditions and terms agreed in writing in the individual Sale, the latter shall prevail. SVERITAL will not be bound by the Customer's general conditions of purchase (hereinafter, "GTC"), even in the event that they are referred to or contained in the orders or in any other documentation of origin of the Customer, without the prior written consent of SVERITAL. The GTC will not be binding on SVERITAL even by tacit consent. Any verbal agreements, declarations or commitments of employees or agents of SVERITAL made before, at the same time or after the signing of these Conditions of Sale will not be binding on SVERITAL unless confirmed by the latter in writing.

3. Orders and Sales

3.1 The order procedure can take place in the following ways:

a) The Customer forwards (by telephone, mail, fax, agent) to SVERITAL an Order Request containing the description of the Products, the quantity requested, the price and the terms required for delivery. Each Order Request will be considered as a purchase proposal. SVERITAL, in this case, will always send a written Order Confirmation to the Customer which will constitute acceptance (or, in the case of an Order Confirmation containing different terms, it will constitute a new proposal). b) the Customer requests from Sverital (by telephone, mail, fax) a quote: Sverital will in this case transmit to the Customer said quote which, after the written confirmation of the Customer, must be confirmed by Sverital through the Order Confirmation to be binding for the latter. c) the Customer accesses the e-commerce platform, chooses the Product and sends the Order; SVERITAL will then send the Customer the Order Confirmation; after verification of the successful completion of the payment made, it will be carried out by Sverital.

3.2 The Sale shall be deemed concluded: (i) when SVERITAL has returned the Order Confirmation to the Customer or, (ii) in the absence of a written Order Confirmation or confirmation email from SVERITAL, when the Products will be delivered to the Customers or, (iii) in the case of sale via e-commerce channel, when Sverital sends the Order Confirmation to the Customer.

3.3 If the Customer, for any reason, cancels the Order already confirmed by SVERITAL before delivery, he must: - contact the Sverital Sales Office (+39 02 251 561) specifying: the Order number, the Product Code, the description of your request; or - fill in the Assistance form on the website; in any case, the Customer must pay SVERITAL a penalty equal to 20% of the taxable value of the Order.

3.4. In the absence of express acceptance by SVERITAL by means of Order Confirmation, the Orders will not be binding on SVERITAL who the right will have to accept them or not or to accept them partially. In the event of a discrepancy between the Order and the Order Confirmation, the latter shall prevail.

Any proposals or offers from SVERITAL will not be binding unless confirmed with a written Order Confirmation signed by SVERITAL.

3.5 Prices do not include shipping/transport cost, which are calculated and invoiced in addition to the price of the products, according to the following table:

ORDER AMOUNT	FIXED COST FOR SHIPPING/TRANSPORT
Less than € 49,99 tax excl.	€ 15,00 plus VAT
Between € 50,00 and € 149,99 tax excl.	€ 6,00 plus VAT
Equal or plus of 150,00 tax excl.	free

Shipping costs can be changed at any time by "SVERITAL"; however, the changes will not be applied to Orders already sent and accepted by "SVERITAL".

3.6 For sales made through the e-commerce platform, in case of unavailability of the goods at the time of sending the Order, the Customer can choose whether (i) to request a deferred delivery in two times, or (ii) a single delivery when the goods will be fully available. In the first case, the second delivery will be borne by Sverital.

4. Price of the Products

4.1 The prices of the Products will be those indicated in the Order Confirmation sent by SVERITAL at the time of acceptance of the Order, or, if the Order is made through the e-commerce platform, in the relative descriptive mask of the Product. Unless otherwise agreed in writing between the parties

in the Order and in the Order Confirmation, the aforementioned prices will be calculated net of VAT and (if any) discounts. The shipping and transport costs from the premises of SVERITAL to those of the Customer will be borne by the Customer and indicated in the Order Confirmation or if the Order is made through an e-commerce platform, in the relative descriptive mask of the Product.

4.2 Retention of title: SVERITAL will retain ownership of the Products until full payment of the price of the same. The Buyer assumes all risks from the moment of delivery of the Products.

4.3 SVERITAL reserves the right to unilaterally change, without notice and with immediate effect, the prices shown in the price list in cases where the adjustment is due to circumstances that are beyond the control of SVERITAL (by way of example: an increase in the price of materials and labor costs or changes in exchange rates). In all other cases, the change will be communicated to the Customer and will take effect on all Orders received and confirmed by SVERITAL with immediate effect.

5. Delivery Terms

5.1 Unless otherwise agreed in writing between the parties, SVERITAL will deliver the Products Free of Charge, without packaging, to the place of delivery indicated in the Order. The goods travel at the risk and peril of the Customer and the shipping and transport costs from the premises of SVERITAL to those of the Customer are borne by the latter and will be indicated in the Order Confirmation sent to the Customer by SVERITAL. For Sales with e-commerce mode:

5.2 Delivery must take place within the period indicated in the Order Confirmation.

5.3. The delivery terms are indicative and merely informative and, in any case, do not include transport times. Any delays in delivery by SVERITAL will not entail the right to any compensation for the Customer.

5.4. SVERITAL will not be held responsible for delays or non-delivery attributable to circumstances that are beyond its control, such as by way of example and without claim to be exhaustive:

inadequate technical data or inaccuracies or delays of the Customer in the transmission to SVERITAL of information or data necessary for the shipment of the Products; difficulties in obtaining supplies of materials; problems related to transport, production or order planning or previous commitments related to the use of production facilities; epidemics, partial or total strikes, lack of electricity, natural disasters, measures imposed by public authorities, difficulties in transport, force majeure, unrest, terrorist attacks and all other causes of force majeure; delays on the part of the freight forwarder; failure or delay in issuing any export/import permits by foreign or Italian authorities.

5.5. The Customer must ensure that he receives delivery of the Products ordered on the date scheduled for delivery. If you are unable to collect the Products on the agreed date, you must notify SVERITAL in writing promptly. In any case, the Customer will be charged any costs and expenses that SVERITAL may incur due to the delayed collection of the goods.

5.6 In case of transport of special products [FIN-CAVHDP/20, FIN-CAVDISCO/20, FIN-NORUST1/25, 40586, 40584, 98068, 98069, 98072, 98073, 98076, 9500K, 43499, 9500A, 9500C, RGL454-100019D, STN93234, STNA612, STNA677, STNE206, STNE302, STNE342, STNE436, 98060, 98070, 98071, 98074, 98075, SV044B001, 40586/25, 40586/5, RGL81030D, FIN-CAVMULTI/20, 9500E], some additional costs will apply for packaging and shipping. Sverital reserves the right to modify/expand the list of special products at any time at its discretion.

6. Payments

6.1 Payments must be made in Euros, by bank transfer or ri.ba within the terms indicated on the invoice (or, in case of e-commerce sale, immediately, or by credit card, PayPal, bank transfer, check).

6.2 Failure to pay within the term will entitle SVERITAL to ask the Customer to pay overdue interest at the rate established by Legislative Decree no. 231/02.

6.3 The delayed or non-payment of what is indicated in paragraph 6.1 will entitle SVERITAL to suspend and / or cancel the shipment of the Products subject to any Sale until receipt of payment, without prejudice to the right to return the Products already delivered and unpaid and to compensation for the use or for any damage caused to them.

6.4 The suspension of delivery of the Products or the termination of the Sales will not entitle the Customer to claim any compensation for damages.

6.6 Any complaint relating to the Products and / or the delivery of the same can in no case justify the suspension or delay in payment.

7. Non-Compliance

7.1 Any discrepancy of the Products delivered to the Customer with respect to the type and quantity indicated in the Order Confirmation must be reported in writing to SVERITAL, through the Sales Office, specifying the Order number, the Product code and the reasons for its request, within 8 days from the date of delivery under penalty of forfeiture. If the complaint is not communicated in this way and within the aforementioned period, the Products delivered will be considered as conforming to those ordered by the Customer and the Customer waives any claim or right in this regard.

8. Warranty and Limitation of Liability

8.1 SVERITAL guarantees that the Products comply with current Italian and European regulations for the production of the same.

8.2 The warranty, which has a duration of 12 months from the date of delivery to the carrier, will not operate with reference to those Products whose defects are due to (i) damage caused during transport; (ii) negligent or improper use of the same; (iii) failure to comply with SVERITAL's

instructions regarding their use, maintenance and storage; (iv) modifications or tampering made to the Products by the Customer or by third parties without the prior written authorization of SVERITAL; the guarantee is also excluded in case of non-payment by the Customer of the amount due.

8.3 Provided that the Customer's complaint is covered by the warranty and notified within the peremptory term of 8 days from delivery, SVERITAL, if it ascertains the existence of the defect, will be required exclusively to replace the Products or pieces of the Products that, in its opinion, present defects or defects. The implementation of the replacement Products and / or replacement parts is the responsibility of the Customer.

8.4 At the time of Delivery, the Customer must inspect, through the use of competent and diligent personnel, the Products delivered and carry out all the necessary or appropriate tests to verify the presence of any defects or defects.

8.5 In any case, the Customer will not be able to assert the warranty rights towards SVERITAL if the price of the Products has not been paid in full under the conditions and terms agreed, even if the non-payment of the price under the conditions and terms agreed refers to Products other than those for which the Customer intends to assert the warranty.

8.6 Unless expressly agreed in writing with the Customer, SVERITAL does not recognize any guarantee regarding the conformity of the Products with the rules and / or regulations of countries other than Italy. No other warranty, express or implied, such as, but not limited to, the guarantee of good quality or suitability for a specific purpose, is granted with reference to the Products. Any descriptions or images of the Products or their packaging or their qualities or details and technical specifications represented in the catalog are only indicative and do not represent a warranty service, even implicit, by SVERITAL in this regard. SVERITAL reserves the right to make changes to the Products at any time and without notice (e.g., technical data, measurements, weights, etc.) that may be required by applicable regulations or that are in its opinion appropriate.

8.7 If the Products are exported and/or placed on the market in a country other than Italy, the Customer will be solely responsible for the compliance of the Products with all the regulations applicable in the country of destination as well as for all the obligations relating to obtaining any authorizations from competent authorities. In this case, the Customer will also be exclusively responsible for all tax and customs obligations and charges relating to export.

8.8 Without prejudice to what is indicated in the previous art. 8.3 and except in the case of willful misconduct or gross, negligence SVERITAL will not be liable for any damage arising from and/or connected to defects in the Products.

In any case, SVERITAL will not be held responsible for indirect or consequential damages of any nature such as, by way of example, losses resulting from the Inactivity of the Customer or loss of profits.

8.9 In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the taxable value of the Products that present defects or defects.

9. Express Termination Clause

9.1 SVERITAL will have the right to resolve, pursuant to and for the purposes of art. 1456 of the Civil Code, at any time by written communication to be sent to the Customer, each individual Sale in the event of non-fulfillment of the Customer's obligations under articles: 6 (Payments); even if the default concerns a different Sale made to the same Customer.

10. Right of Withdrawal

10.1 SVERITAL will have the right to withdraw from each individual Sale by simple written communication if one of the following cases occurs: the competent corporate bodies of the Client approve the liquidation or the request for admission to bankruptcy, composition or any other insolvency proceedings; the Client or any competent authority applies for liquidation or admission to bankruptcy, composition, or any other insolvency proceedings in relation to the Client; changes occur in the shareholder structure of the Customer, if this is a company; the Customer refuses, if requested by SVERITAL, to provide adequate real or personal guarantees; The Customer does not pay for the Products ordered within the agreed time. without prejudice to the right to return the Products if already delivered at the expense of the Customer and compensation for the use or for any damage caused to them.

11. Nullity of Clauses

11.1 If one or more clauses of the Conditions of Sale, or parts thereof, are null or voidable, this will not entail the nullity of all other clauses of the Conditions of Sale that will remain valid.

12. Election of Domicile, Applicable Law and Competent Court

12.1 SVERITAL is legally domiciled at its registered office as from time to time resulting in the Register of Companies.

12.2 The Conditions of Sale and each individual Sale shall be governed by and construed in accordance with Italian law with the exclusion of the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG).

12.3 All disputes arising from or connected to these Conditions of Sale and/or to each Sale shall be subject to the exclusive Italian jurisdiction and exclusive jurisdiction of the Court of Milan.

13. Fees and Taxes

All expenses, taxes and duties, present and future, borne by the Sale are borne by the Customer.

[Signature for Customer acceptance

Date: _____

Name: _____

Qualification: _____

Stamp and signature: _____]

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Customer expressly accepts the following clauses and conditions: Art. 3 (Orders and sales); Art. 4 (Price of the Products); Art. 5 (Delivery terms); Art. 6 (Payments); Art. 7 (Non-conformity); Art. 8 (Warranty and limitation of liability); Art. 9 (Express termination clause); Art. 10 (Right of withdrawal); Art. 12 (Election of domicile, applicable law and jurisdiction); Art. 13 (Fees and Fees).

[Signature for Customer acceptance

Date: _____

Name: _____

Qualification: _____

Stamp and signature: _____]

