



## GENERAL TERMS AND SALE CONDITIONS

### Art. 1) SUBJECT

**1.1.** These terms and conditions govern all and every relationship between the Parties pertaining to the manufacture and sale of Products by ESA S.R.L. Socio Unico in favour of the Customer

**1.2.** Every purchase order agreed between Esa S.r.l. Socio Unico and the Customer shall be governed by these general conditions. The Order and these general conditions, integrate the Contract between the Parties and constitute the only valid, binding and integral manifestation of will between the Parties regarding their relations, superseding, annulling and replacing any previous contract, agreement, pact and understanding, even verbal, of any type and kind with reference to the subject matter. In the event of explicit conflict, the content of the individual Order shall prevail over the content of these general conditions.

### Art. 2) DEFINITIONS

**2.1.** Terms with a capital letter used (plural or singular) in these General Terms and Conditions or in the Order and not otherwise defined shall have the meaning set out below:

- Esa S.r.l. means the company Esa S.r.l., fiscal code and VAT no.: 13392170158, with operational headquarters in 21050- Marnate (VA) at Via J.F. Kennedy no. 739 and registered office in 20025 - Legnano (MI) at Corso Magenta no. 28;

- **Customer:** means the subject who is interested in purchasing from Esa S.r.l. the Products object of the individual Order, under the terms and conditions governed by the Order itself and by these general conditions;

- **Parties:** shall mean, jointly, Esa S.r.l. and the Customer;

- **Order:** means each purchase order of Products agreed between Esa S.r.l. and the Customer. The Order includes: the description of the Products; the product code assigned to the same by Esa S.r.l.; the unit or total price of the Products; the unit or total price of the Services; the time established for the delivery of the Products and the execution of the Services; the quantities established;

- **Contract:** means the entirety of the provisions contained in the individual Orders and in these General Terms and Conditions;

- **Products:** means the products, components and articles (by way of example only: energised gaskets, etc.) as better described and specified in the individual Order;

- **Confidential Information:** means unpatented inventions, industrial secrets, trade secrets, know-how, expertise, technical design, engineering and test data, technical and production information, specifications and other information (including, but not limited to: designs, software, test specifications, prints, drawings, files, renderings, images, photographs, also contained in external storage devices, computer disks, technical brochures, lists, etc.), and, in general, all news and information, both corporate (financial, accounting, strategic, as well as, in general, organisational, management, methodological and any other kind of knowledge, and technical (including, but not limited to, organisational, management, methodological and any other kind of knowledge), and also any other information (including, but not limited to, information on the company's business, its operations, its activities,

its products, its services, its products, etc.)), in general all news and information, both corporate (financial, accounting, strategic, as well as organisational, managerial, methodological and any other kind of knowledge) and technical (including purely commercial), none excluded, conceived, developed and implemented by Esa S.r.l. or owned or controlled by Esa S.r.l., concerning the activity of Esa S.r.l. and that will be used by Esa S.r.l. to conceive, design, produce, assemble and/or test the Products and/or the Equipment as well as, in general, to fulfil and execute the obligations undertaken towards the Customer.

### Art. 3) DISCIPLINE OF ORDERS

**3.1.** Each Order agreed between the Parties shall be governed by these general terms and conditions, which shall form an integral and substantial part thereof, even if they are not referred to and/or materially attached to the Order and/or the contractual documentation concerning the Order

**3.2.** The Customer expressly renounces without reservations and/or exceptions of any kind to enforce against Esa S.r.l. its own general terms and conditions, even if they are attached to or even only referred to in the Order and/or contractual documentation concerning the Order itself.

**3.3.** In any case, the Order shall only be considered as finalised and accepted when signed by Esa S.r.l., it being understood that any amendments made by one of the Parties to the Order shall be valid as a new proposal.

**3.4.** The purchase order shall be considered irrevocable for the purchasing party and shall be deemed finalised upon receipt of confirmation by Esa S.r.l. Once the Order has been finalized, it is established that any subsequent modification or customization of the same shall require, for its validity, the written form and cannot be cancelled without prior consent from Esa S.r.l. In the latter case, Esa S.r.l. reserves the right to apply a penalty equal to 20% of the value of the cancelled orders.

**3.5.** The Customer expressly acknowledges and accepts the actions of its manager indicated in the Order as its representative for all that pertains to the execution of the Contract and the Order.

**3.6.** The conditions indicated in the individual order, if different from those in the General Terms and Conditions of Sale, shall prevail over the latter.

### Art. 4) DELIVERY AND TRANSPORT - METHODS, SUSPENSION AND EXTENSION - PROPERTY RESERVE

**4.1.** The delivery date of the Products shall be the date established in the single Order: it is understood that the delivery date of the Products shall not be considered imperative and shall be in the interest of Esa S.r.l.

**4.2.** Esa S.r.l. is allowed a tolerance of 7 (seven) days with respect to the delivery date of the Products indicated in the Order ("*Grace Period*"). Unless otherwise indicated in the Order, split shipments of the Products are allowed.

**4.3.** Delivered products shall, upon delivery, only be verified from a numerical point of view and by matching codes between sender and receiver.

A written reservation to be sent to Esa S.r.l. within and no later than 15 days from the time of delivery shall be considered as the only valid proof of material shortages and/or damage suffered during transport. No other form of exception shall be recognised.



**4.4.** The delivery term of the Products shall in any case remain suspended (and Esa S.r.l. shall therefore not be responsible for any consequent delays), in the event of **(i)** fortuitous cases or causes of force majeure (war, insurrections, embargos, natural catastrophes etc.) **(ii)** eventual suspensions or extensions agreed between the Parties in writing; **(iii)** suspensions of Esa S.r.l.'s activity justified by non-fulfilment by the Customer of its contractual obligations (e.g.: failure to pay the amounts due on the due dates); **(iii)** suspensions of the activity of Esa S.r.l. justified by non-fulfilment by the Customer of its contractual obligations (e.g. non-payment of amounts due on the established due dates); **(iv)** impediment measures adopted by the competent public authorities; **(v)** inaccuracies or delays by the Customer in the transmission of data useful for the correct execution of the Order.

**4.5.** In the cases listed in the preceding point, the delivery period will then be automatically extended by a period equal to the suspension time in addition to the longer period necessary for the reorganisation of production.

**4.6.** The delivery term of the Products will also be suspended in the event of delays in the delivery of materials and/or components by third party suppliers of Esa S.r.l., Esa S.r.l. will inform the Customer of the delay in the delivery of materials and/or components by the same suppliers by any means. In this case, the delivery term shall be automatically extended by a period equal to the delay in the delivery of components by the suppliers in addition to the longer period necessary for the reorganisation of production.

**4.7.** Esa S.r.l. remains the owner of the Products and Equipment delivered until full payment, i.e. until the price established in the Order has been collected in full. The Customer, as the owner of the Products and Equipment, is responsible for any damage or loss occurred, also due to force majeure, after delivery and shall allow - at any time upon request of Esa S.r.l. - the identification of the delivered Products and Equipment. The Customer shall in no case pledge or guarantee the aforementioned Products and Equipment for any reason whatsoever. The Customer undertakes to inform Esa S.r.l. of any seizures and/or pledges made by third parties on the items subject to retention of title, within 1 (one) day.

#### **Art. 5) PRICES**

**5.1.** The Price of the Products is the one established in the single Order: it is understood that if increases equal or higher than 5% of: **(i)** prices of materials and/or components used in the manufacture of the Products; **(ii)** labour costs; **(iii)** transport costs, Esa S.r.l. shall have the right to adjust the price of the Products accordingly.

**5.2.** It is understood that the prices established in the individual Order, in addition to any variations governed by the preceding point of this article and/or by art. 7) below, may vary after the conclusion of the Order as a consequence of variations in VAT rates and/or other tax/fiscal charges provided for by the laws, including regulations, in force from time to time.

**5.3.** Any price changes shall be promptly communicated, also by e-mail, to the Customer.

#### **Art. 6) PAYMENTS**

**6.1.** Payment of the fees by the Customer shall take place in accordance with the terms and deadlines set out under the corresponding item of the individual Order.

**6.2.** If even one of the established payment deadlines is not respected, Esa S.r.l. shall have the right to suspend the execution of any performance in favour of the Customer (even if not constituting direct counter-performance of the unpaid consideration), until payment is fully regularised.

**6.3.** If payment by instalments of the price has been agreed, failure and/or delayed payment of even a single instalment of the price shall automatically cause the Customer to forfeit the benefit of the term pursuant to art. 1186 of the Italian Civil Code, making any credit of Esa S.r.l. towards the Customer immediately collectable.

**6.4.** In any case, if payments are not made within the established terms, Esa S.r.l. shall be entitled to late payment interest, equal to the T.U.S. increased by 2%.

**6.5.** The right of Esa S.r.l. to obtain reimbursement of the costs sustained for the recovery of the sums not promptly paid, as well as compensation for further damages caused by the non-fulfilment or delay of the Customer, shall in any case remain unaffected.

#### **Art. 7) VARIANTS**

**7.1.** The Parties establish and acknowledge that, unless otherwise expressly agreed in writing, Esa S.r.l. is not obliged to carry out any variation and/or change, of any nature or entity, to the Orders and/or Products and/or Services (by way of example: to quantities; to characteristics; to materials; etc.), requested by the Customer after the completion of the individual Order (the "Variants").

**7.2.** Increases in the quantities of works and/or materials initially envisaged shall in any case entail a proportional increase in the price indicated in the Order itself.

**7.3.** A similar increase is caused by qualitative and/or quantitative variations involving the use of labour (the cost of which will be determined, as far as possible, by analogy with the cost of similar operations already budgeted for), and/or the use of materials not envisaged in the initial Purchase Order (the prices of which will be obtained, as far as possible, by comparing them with those of similar materials already indicated in the Purchase Order or by obtaining them entirely from new market analyses).

**7.4.** In the event the Customer does not approve the updated price resulting from the requested variations, Esa S.r.l. shall not be obliged to carry out the variations and shall be entitled to withdraw from the Contract under the terms set forth in art. 10) below.

**7.5.** In the event an agreement is reached between the Parties in relation to the Variations and the correlated price increase, Esa S.r.l. shall be entitled to an extension of the delivery term for the Products, to be agreed between the Parties in writing or, failing this, determined on the basis of the extent of the additional work and proportionally to the term initially established in the Order. If, on the other hand, the Variation agreed by the Parties consists of a reduction in production quantities, Esa S.r.l. shall in any case be held indemnified by the Customer for the loss of profit and any expenses already sustained for the part of production cancelled and any work and operations already carried out, at contractual prices, in relation to the same (by way of example but not limited to the purchase of materials).

If, after the execution of the Order, as a consequence of unforeseeable events that cannot be attributed to either of the Parties, it should become necessary to make variations to the provisions of the Contract and/or the individual Order (the "Necessary Variations"), the Parties shall agree in writing on the Necessary Variations to be introduced and the correlated price adjustment (without prejudice to the right of Esa S.r.l. to obtain an extension of the delivery term of the Products according to the provisions of the previous point 8.5). In the event of failure to reach an agreement between the Parties regarding the Necessary Changes and the consequent prices, Esa S.r.l. shall have the right, first of all, to suspend work and, therefore, to withdraw from the Contract in accordance with the terms set forth in art. 13 below).



## **Art. 8) PROTECTION OF CONFIDENTIAL INFORMATION**

**8.1.** Confidential Information of which the Customer will become aware, directly or indirectly (in any form), as a consequence of the establishment and performance of the relationship under the Contract shall remain the property of Esa S.r.l., unless expressly qualified in writing by Esa S.r.l. as "*non-confidential*".

**8.2.** The Customer acknowledges and insofar as necessary confesses to Esa S.r.l. that he is aware of the fact that all Confidential Information: **(i)** is secret, not being generally known or easily accessible to experts in the field in the precise configuration and combination of its elements; **(ii)** has value as secret; **(iii)** has been subjected by Esa S.r.l. **(iii)** have been subjected, by Esa S.r.l., to appropriate measures to keep them secret, access to them being prevented (both physically and through computer security systems) to any person other than Esa S.r.l. itself, with the sole exception of those who have already bound themselves to secrecy towards Esa S.r.l. Confirming the above, without prejudice to what is established by mandatory rules, the Customer expressly accepts the inversion of the burden of proof on this point in any possible judgement concerning the non-fulfilment of the Contract and, more in general, the relations regulated by it.

**8.3.** The Customer undertakes, for the period following the termination for whatever reason of the relationship with Esa S.r.l., not to disclose and not to use, for himself or for others, in any way or form, the Confidential Information of Esa S.r.l.

**8.4.** Under no circumstances does the Agreement constitute and/or grant the Customer any licence; any right of usufruct; or in general any right of enjoyment or security, real or personal, over the Confidential Information.

**8.5.** The Customer guarantees to respect, keep and safeguard the confidentiality of the Confidential Information, as defined above, adopting all the necessary precautions and measures to prevent, as far as within its power, third parties from gaining knowledge of it and - in any case - not to reveal or use it for itself or for others, not even indirectly or through a third party, in a way that could compromise its confidential nature, or that could be harmful to Esa S.r.l.

The Customer guarantees the return to Esa S.r.l. of any drawing, project, rendering, prototype, material, model, list and in general any document and/or support containing Confidential Information that may have been received, none excluded, within and not later than the fifth day following the termination (for any reason whatsoever) of the relationship as per the Contract or, in any case, upon simple written request by Esa S.r.l. In the same cases and within the same terms, the Customer undertakes to destroy - subject to written confirmation by Esa S.r.l. - any material, model, list, document and/or support that cannot be returned.

**8.7.** All obligations (of secrecy, guarantee and return/destruction on demand) incumbent on the Customer are effective as of the date of signing of these general terms and conditions and shall continue to be effective even after termination (for whatever reason) of the relationship under the Contract until the Confidential Information has become known to the industry at large. Should one or more elements constituting Confidential Information become known to the generality of the operators in the sector, the aforesaid obligations shall nevertheless remain effective with reference to those elements that are not yet known. The Customer therefore undertakes, also for the period following the termination for any reason of the relationship with Esa S.r.l., not to disclose and not to use, for himself or for others, in any way or form, the Confidential Information.

**8.8.** All obligations imposed on the Customer also relate to any and all information derived or otherwise obtained and/or derived (directly or indirectly) from the use or knowledge of the Confidential Information.

**8.9.** In general, no clause and/or part of the contents of the Contract (or of any Order) shall be interpreted in the sense of transferring to the Customer the ownership of any intellectual or industrial property right on the solutions and methodological and/or project knowledge, as well as on the projects, original works, drawings and - in general - on everything that represents the result of what Esa S.r.l. has carried out under the Contract and/or individual Orders.

## **Art. 9) GUARANTEES**

**9.1.** Esa S.r.l. shall notify the Customer, by any means, of the completion of the Products.

**9.2.** The warranty given by Esa S.r.l. is for five (5) years. This warranty shall be acknowledged only if the Product is maintained in accordance with the instructions provided by Esa S.r.l. (humidity, cleanliness etc.) and, if not provided, in accordance with good faith and professional diligence.

**9.3.** Esa S.r.l. shall not be liable for defects or non-conformities due to fortuitous events or force majeure. In any case the Customer shall forfeit all rights, guarantees, actions and exceptions relating to conformity defects and faults of the Products that, according to diligence, could have been detected at the time of delivery inspection, unless specifically contested in writing to the carrier.

**9.4.** In any case, it shall be the Customer's responsibility to report defects to Esa S.r.l., in writing and with suitable means to prove receipt, within 30 (thirty) natural and consecutive days from receipt with regard to obvious, numerical (correspondence between quantities agreed in the order and goods actually received) and visual defects.

**9.5.** Any repair or replacement of the Products and/or of one or more components thereof shall not have the effect of extending the duration of the guarantee beyond the limits indicated in 9.2 above.

**9.6.** The guarantee referred to in this article is conditioned by the exact and punctual fulfilment, by the Customer, of the obligations, all of which are incumbent on him according to the contract between the parties. In any case, the Customer may not raise any objection or action against Esa S.r.l., unless the relevant invoices have been paid.

**9.7.** Without prejudice to what is established by mandatory rules, Esa S.r.l. shall not be held responsible for damages of any nature, direct or indirect, suffered by the Customer or by third parties having title to him (also for contractual or extra-contractual responsibility towards third parties, for damages to persons or things), in relation to the Products.

**9.8.** Except in cases of wilful misconduct or gross negligence, the liability of Esa S.r.l. and, therefore, the relative compensation where due, shall in any case be limited to an amount that shall in no way exceed the amounts paid or to be paid for the Products in dispute.

**9.9.** Without prejudice to what is established by mandatory provisions of law, Esa S.r.l. does not assume any guarantee other than those expressly provided for in this article, which replace in full all other legal guarantees or other guarantees or conditions, expressed or even implicit.

## **Art. 10) RIGHT OF WITHDRAWAL**

**10.1.** In addition to the cases provided for in article 7) above, Esa S.r.l. shall also have the right to withdraw from the Contract if:



(i) the Customer is in a state of insolvency or liquidation; (ii) executive proceedings (real estate or movable), precautionary proceedings or other detrimental events are started against the Customer by its creditors (such as injunctions or protests); (iii) the Customer is involved in litigation concerning it and which may have detrimental effects on its ability to meet its obligations under the Contract; (iv) the Customer files for admission to insolvency proceedings or proceedings, including out-of-court proceedings, having similar effects or involving the satisfaction of debts and obligations in general by other than normal means, including the assignment of assets to creditors.

**10.2.** Withdrawal may be exercised by written notice, sent to the Customer by any means capable of proving receipt, with a notice period of 7 (seven) natural and consecutive days from receipt

**10.3.** In case of exercise of the right of withdrawal by Esa S.r.l., the Customer shall remain obliged to pay in favour of the same for any work and operations already carried out for the realisation of the Products, the expenses sustained and documented up to that moment (by way of example and not exhaustive for the purchase of materials and/or components) taking into account in any case all the disbursements sustained by Esa S. r.l. with regard to the planning of the entire production estimate, as well as - in addition - an amount corresponding to the amount of the costs of the entire production estimate, as well as - in any case - an amount corresponding to the costs of the entire production estimate.r.l. with regard to the scheduling of the entire budgeted production, as well as - in addition - an amount corresponding to the loss of profit, agreed in advance by the Parties in the measure of 35% of the price established for the Order with reference to which the withdrawal has been exercised.

#### **Art. 11) EXPRESS TERMINATION CLAUSE**

**11.1.** Esa S.r.l. shall be entitled to terminate the Contract and/or the individual Orders in accordance with article 1456 of the Italian Civil Code if the Customer is in breach of even only one of the obligations set out in articles: 5 (exclusivity clause), 7 (payments), 9 (protection of Confidential Information), 12 (transfer of contract).

#### **Art. 12) SOLVE ET REPETE**

**12.1.** Esa S.r.l. is entitled to the so-called *solve et repete* clause, limiting the admissibility of exceptions, pursuant to Article 1462 of the Italian Civil Code.

Marnate, Italy April 2025

#### **SPECIFIC APPROVAL**

The Parties - after reading - expressly approve the following clauses of the general terms and conditions, with reference to their entire contents, which the Customer declares and confesses to having fully and thoroughly reviewed for approval in specific form:

- Article 3) - Regulation of orders;
- Article 4) - Delivery - modalities, suspension and extension;
- Article 5) - Prices;
- Article 6) - Payments;
- Article 7) - Variants;
- Article 8) - Protection of Confidential Information;
- Article 9) - Guarantees and Acceptance;
- Article 10) - Right of Withdrawal;
- Article 12) - *Solve et repete*;
- Article 16) - Applicable law - settlement of disputes and place of jurisdiction.

#### **Art. 13) NULLNESS OF SINGLE CLAUSES**

**13.1.** Any tolerance by one of the Parties of conduct by the other Party in breach of the provisions contained in these conditions and/or in the individual Order shall not constitute a waiver of the rights arising from the breached provisions nor of the right to demand the exact fulfilment of all obligations under the Contract and shall therefore not prejudice the right of the Parties themselves to rely on it subsequently.

**13.2.** The invalidity of one or more clauses of these conditions and/or of the individual Order shall not invalidate the entire Contract: the Parties undertake to replace any invalid clauses with other clauses that express, as far as possible, their original intentions.

#### **Art. 14) CONTRACTUAL MODIFICATIONS**

Any and all amendments to these general sales conditions shall be agreed in writing by the parties by mutual consent. Esa S.r.l. - in the figure of the sales manager who has stipulated the aforementioned contract and conducted the negotiations - undertakes, before signing the contract, to carry out all the checks of conformity of the same with the negotiation in place, in compliance with its own internal control process. This is to ensure balance and transparency between the contractual parties.

#### **Art. 15) PRIVACY**

**15.1.** The Parties, in compliance with the provisions of Regulation (EU) 2016/679, undertake to keep the personal data collected and/or processed to fulfil the obligations under the Contract confidential. They also undertake not to disclose, assign, transfer, publish or otherwise dispose of them; nor to use them for purposes other than the performance of the Contract and/or the Orders. The Parties also undertake to take all necessary measures to protect the confidentiality and integrity of such data and to prevent their removal, manipulation, diversion or unauthorised access or use.

#### **Art. 16) APPLICABLE LAW - SETTLEMENT OF DISPUTES AND COURT OF JUSTICE**

**16.1.** The Contract and the individual Orders shall be governed by Italian law. For any dispute concerning, *inter alia*, the interpretation, validity, effectiveness, termination and/or execution of the Contract, of the present conditions as well as of the individual Orders, the Court of London shall have exclusive jurisdiction, to the exclusion of any other competing Court.