

GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale apply to all **BAWER S.p.A. Unipersonal** (hereinafter **Bawer**) products -Automotive, Medical, Museum-, whether included in price lists or in similar commercial documents, or whether they are custom-made.

1. General terms and conditions

1.1 These general terms and conditions of sale ("Terms of Sale") apply to sales concluded by Bawer concerning the offer of products manufactured by Bawer, including custom-made products, as well as any combination thereof, as identified in the attached offer and/or order confirmation (hereinafter collectively referred to as "Products").

1.2 By placing an order, the Customer agrees to comply with and adhere to these Terms of Sale. Any agreements that deviate from these terms of sale may only be established in writing. Any changes made by the Customer to the Terms of Sale are binding for Bawer only if explicitly accepted in writing.

2. Orders and Order Confirmation

2.1 Each Customer's order for standard products must be submitted in writing to Bawer and constitutes an irrevocable offer for 10 (ten) working days from its receipt. The contract between Bawer and the Customer is considered concluded at the headquarters of Bawer when the latter duly confirms the order.

2.2 If the order confirmation from Bawer differs from the order, the Customer will have 2 (two) working days from its receipt to accept or reject this new proposal from Bawer. In the absence of a reply within this period, the proposal shall be deemed accepted by the Customer and the Contract shall be concluded at the registered office of Bawer.

2.3 For custom-made products, Bawer reserves the right to prepare a specific technical drawing and issue an order confirmation describing the dimensional and technical characteristics of the product. These documents must be stamped and signed for acceptance by the Customer. Acceptance of the technical drawing and/or order confirmation cancels and replaces all other technical descriptions provided during the preliminary or offer phases. Bawer cannot be held responsible for errors or omissions resulting from incorrect or incomplete information provided by the Customer. It remains the Customer's sole responsibility to verify, upon examining the final project sent for approval before production, its compliance with the condition of the premises, installation site or conditions of use.

2.4 If the Customer requests the cancellation of the order after signing the order proposal or the order and before delivery, Bawer will have the right to retain any advance payments made at the time of the order proposal or order, as compensation. Alternatively, at its sole discretion, Bawer may choose to proceed with the execution of the contract while reserving the right to charge the Customer for the costs incurred up to the date of acceptance of the cancellation request sent by Bawer.

2.5 The Customer's orders include both the products listed in the Bawer catalog (the "Products") and/or their combinations, as well as custom-made products. Bawer reserves the right to modify the Products at any time without altering their essential characteristics, promptly informing the Customer.

2.6 In the event that the Customer proposes technical modifications to the Products, such modifications shall only be applicable and binding if confirmed by a specific and explicit written agreement, indicating the relative impact on the price, delivery terms or other contractual conditions.

2.7 Bawer reserves the right to refuse or suspend the execution of Customer orders if the Customer fails to provide the required guarantees or does not comply with the commercial indications communicated by Bawer from time to time, or in the event of a change in the Customer's financial condition, or if deemed appropriate on the basis of information obtained.

2.8 If production, organizational, or operational needs require the cancellation or modification of a confirmed order by Bawer, the Customer will be promptly informed, and in agreement with Bawer, the most appropriate solution to the problem will be identified. In such cases, Bawer cannot be considered in default or held responsible (except in cases of willful misconduct or gross negligence).

2.9 Any request for products with technical characteristics different from those indicated in the technical specifications must be formally expressed by the Customer at the time of drawing up the offer and confirmed by Bawer in documents Mod.P1.4 Offer and Mod.P1.5 Order Confirmation. Bawer shall not be obliged to verify the suitability of the ordered product for a specific use, project scheme, or application drawing not expressly specified at the time of the order. It is the Customer's responsibility to accurately and comprehensively indicate all data, specifications, and characteristics of the ordered product. Requests for additional features are subject to a surcharge and must be expressly agreed upon in writing.

3. Prices and Payments

3.1 The prices indicated in the Bawer price list or similar commercial documents provided by Bawer shall be exclusive of VAT and shall be delivered Ex Works, including standard commercial packaging. Any special packaging will be charged at cost. Shipping costs are always borne by the Customer, unless otherwise agreed in writing prior to the delivery of the Products.

3.2 The minimum amount for each order is € 300 (three hundred Euros) excluding VAT: this minimum amount does not include transport costs or any other additional costs. If the order does not reach the specified minimum amount, it will be accepted with an additional charge of € 25 (twenty-five Euros) on the invoice as a "partial contribution to administrative expenses," unless otherwise agreed in writing.

3.3 Unless otherwise agreed, the applicable prices are those indicated in the Bawer price list in force on the date of the order confirmation or in similar commercial documents. These prices (after any discounts) shall always be subject to VAT at the statutory rate.

3.4 Payments must be made exclusively to the address specified by Bawer, in accordance with the terms and procedures indicated in the attached commercial document, which forms an integral part of these terms and conditions. Under no circumstances may the Client make payments using financial details other than those indicated in the commercial document.

3.5 A payment shall only be considered made when Bawer has full access to the corresponding amount. In the case of payment by check or other means, the instrument is accepted with the express reservation "subject to collection". Bawer has the right, notwithstanding any instructions to the contrary from the Customer, to apply payments first to accrued interest and expenses, in accordance with article 1193 of the Italian Civil Code, and then to the principal, in accordance with the principles laid down in article 1194 of the Italian Civil Code.

3.6 The payment of any amount due to Bawer may not be suspended or delayed due to claims or exceptions raised by the Customer, for whatever reason, nor may the Customer offset debts and credits with Bawer.

3.7 Payments must be made in the manner indicated in the order accepted by Bawer; after the expiry of the agreed payment deadline, interest on arrears at the monthly EURIBOR rate plus a 5% surcharge will be charged without prior notice, without prejudice to any other remedies.

4. Ownership - Risks and Responsibilities

4.1 Pursuant to Articles 1523-1526 of the Italian Civil Code, the ownership of the Products and their combinations subject to orders will be transferred to the Customer only upon full payment of the price. In the event of instalment sales and failure by the Customer to pay, the instalments already paid shall be retained by Bawer as a penalty, without prejudice to any other damages. The Customer must make this retention of ownership publicly known and enforceable against third parties for goods not yet fully paid for. Unless otherwise agreed in writing, transport costs and risks of the Products, including related insurance costs, are entirely borne by the Customer.

4.2 In any event, all risks and liabilities shall transfer to the Customer at the time the carrier takes possession of the Bawer Products, in accordance with the Incoterms in force.

5. Delivery of Products and Installation

5.1 The delivery date of the Products is purely indicative and non-binding, with Bawer having the right to make partial deliveries. Any delay in fulfilling the Customer's order with respect to the agreed terms does not entitle the Customer to any compensation, indemnity, or cancellation of the order. In any case, the execution of the order is subject to the timely receipt of all the necessary information (type, dimensions, technical, usage and construction specifications in compliance with local regulations), of all the documentation requested by Bawer, of the approval of the technical drawings and/or projects and of the Customer's compliance with the payment terms. If the project undergoes changes, the scheduled delivery times will be recalculated starting from the approval date of the new project and/or technical specifications.

5.2 The Customer undertakes to collect the Products within 10 (ten) working days from the notification of their availability. If the collection is delayed at the Customer's request or due to their fault, Bawer has the right to demand full payment and reserves the right to charge a storage or handling fee, including any financial charges, equal to € 5 (five/00 Euro) per cubic meter per day, starting from the first day of the month following the availability notification. The risks and responsibilities of the Products transfer to the Customer after the aforementioned 10 (ten) days, and beyond this period, Bawer shall not be held liable for their proper preservation, with the waiver of any claims against it.

5.3 Any cancellation of orders or refusal to collect custom-made Products does not exempt the Customer from the obligation to pay the agreed price. In any case, if the Products have not been collected after 90 (ninety) days from the availability notification, Bawer may consider the contract terminated, retain any payments made by the Customer and claim the balance due, in addition to other damages, and freely dispose of the Products.

5.4 Upon delivery, the Customer must carefully verify the quantity and condition of the Products' packaging. Any non-compliance detectable with due diligence must be, under penalty of forfeiture: (a) reported in writing to the carrier at the time of delivery, expressly indicating "accepted with reservation" on the accompanying document, and (b) promptly communicated in writing to Bawer within 24 (twenty-four) hours of the receipt of the goods, in accordance with the provisions detailed in paragraph 7.

5.5 In case of installation requested and commissioned to Bawer, the following conditions must be met:

a. Any service provided by Bawer's personnel for modifications, renewals, or other unpredictable matters not attributable to fault or negligence on their part will be charged during the work execution at an agreed rate, with a minimum of € 65 (sixty-five) per hour for each "installer" required for the proper execution of the requested activity.

b. The Customer shall provide BAWER's personnel with:

- Accommodation near the worksite
- A local facility for use as an office and changing room (including a desk, a locker and a Wi-Fi connection)

c. The Customer shall ensure:

- Acquisition of all necessary documentation to obtain work permits for each worker;
- Workplace safety protections in compliance with regulations in force in the country where the work is being performed;
- Protection and assistance to workers, as well as information regarding any local risks;
- Provision of all necessary work clothing as required by the regulations in force in the country where the work is being performed (helmet, high-visibility jackets, etc.), as well as all required equipment (ladders, scaffolding, tools, and electrical/electronic devices, etc.).

5.6 Depending on the type of Products supplied and the installation, Bawer, upon written agreement between the parties, may conduct an installation and functional verification. The installation verification ensures that each installation process complies with the manufacturer's specifications. The functional verification is performed after installation to confirm that each component of the supplied product operates correctly within the provided technical specifications.

5.7 If an agreement for installation and/or functional verification has been made in writing between the parties, the Customer will sign the installation and/or functional verification report at the end of the procedures. The signature of such a report without reservations confirms the correctness of the procedures and full acceptance of the Products.

6. Traceability

6.1 The Customer who intends to resell, rent, or transfer in any manner to third parties the Bawer-manufactured goods subject to legal regulations on medical devices must promptly notify Bawer in writing, providing the product serial numbers as well as the details, location, and type of activity of the recipient. The Customer is therefore required to ensure the traceability and tracking of each individual product purchased from Bawer.

7. Warranty and Claims

7.1 The Products are warranted for a period of one year from the date of departure from Bawer's facilities against any manufacturing defects. During this period, defective Products will be repaired free of charge.

7.2 The availability of spare parts is guaranteed for a period of two (2) years from the date of sale. Thereafter, retrofitting with new components or custom-developed parts is assured upon request. Delivery times vary depending on the complexity of the request.

7.3 Products must be kept in a clean and well maintained condition. Maintenance includes regular cleaning of the product depending on conditions, environment, and frequency of use. No warranty will be recognized for products exhibiting defects resulting from lack of regular maintenance, wear and tear, misuse, or improper use.

7.4 At the time of vehicle loading, ordered goods may be subject to variations to facilitate packaging and ensure product integrity upon arrival. These variations will be appropriately communicated and cannot be the subject of complaints.

7.5 Any impact or deep scratch that damages the protective paint film must be reported immediately and the product must be restored according to Bawer's instructions. Complaints regarding oxidation caused by failure to restore the protective paint film will not be accepted.

7.6 Complaints regarding quantity discrepancies and/or visible damage to the packaging and/or the product, including the pallets, must be notified to the carrier upon receipt of the goods, with a written reservation on the transport document signed by the carrier. Such complaints must be notified to Bawer within 24 hours of unloading, with supporting documentation.

7.7 For goods transported by Bawer (DAP), the Customer must document the conformity of the packaging on receipt. Bawer shall not be held responsible for any damage to the product without documented proof of conformity of the packaging.

7.8 Other claims for defective goods, specifically for products that do not conform to purchase specifications or manufacturing defects, must be submitted to Bawer within seven (7) days of receipt of goods. After this period the goods will be deemed to have been fully accepted.

7.9 Any damage found on the Products and attributable to Bawer must be immediately reported and documented by the Customer.

7.10 Repairs carried out by the Customer must be authorized by Bawer. Bawer will not accept any costs for repairs not previously agreed. The cost of repairs must not exceed the value of the goods purchased.

7.11 Bawer will only replace parts where manufacturing defects are recognized. These parts must be returned freight prepaid only after express prior authorization.

7.12 Bawer products are not intended for use in the food industry.

7.13 Thicknesses may have a tolerance of +/- 2/10.

7.14 The dimensions of the products may be subject to non-substantial variations due to manufacturing processes or technical production changes, within the applicable regulatory tolerances unless otherwise agreed.

7.15 Installation defects caused by improper or non-compliant installation according to the assembly instructions included in the catalog and/or accompanying the goods (where applicable) are the Customer's responsibility.

7.16 The Customer must perform appropriate checks on the correct use and final application of the products. Therefore, Bawer is not responsible for damage to property and/or persons resulting from improper use of the sold goods.

7.17 Bawer shall not be held responsible for failure to meet contractual obligations on time when such failure arises directly or indirectly from:

- a. Causes beyond its control and/or force majeure, particularly if damages are caused by external factors (accidents, scratches, abrasions, dents, chemical agents, stones, etc.), poor maintenance, repairs not performed according to Bawer's technical instructions, improper installation, or any causes external to the production process;
- b. Acts (or omissions) of the Customer, including failure to provide Bawer with the necessary information and authorizations for the supply of the Products and the execution of the Work;
- c. The Customer's failure to comply with the agreed payment terms;
- d. Inability to obtain necessary materials, components, or services for product manufacturing and delivery;
- e. Damage caused during transport;
- f. Negligent or improper use or storage which results in the Product being altered or rendered wholly or partially unsuitable for its intended purpose;
- g. Repairs or modifications carried out by the Customer or third parties;
- h. Modification of the Product (or its components).

7.18 Visual Inspection. The visual aspect must be assessed on significant surfaces. The significant surface is designated by the Customer or, if not specified, constitutes the portion essential to the product's aesthetic appearance. Edges, deep recesses, secondary surfaces, internal surfaces, and all surfaces concealed during installation or not visible are not considered significant surfaces unless otherwise agreed. The coating on significant surfaces must not have any engravings exposing the metal.

7.19 When the visible surface (coated or bare) is examined at an oblique angle of 60° from a distance of 2 meters, there shall be no excessive roughness, bubbles, inclusions, craters, bulges, dull spots, scratches or other defects. The surface finish must have a uniform color and gloss consistent with the product's nature. Differences in tone or gloss are acceptable for non-significant surfaces.

7.20 Claims will be considered timely and accepted only if they follow this procedure:

- a. The communication must include a detailed description of the claimed non-conformity (type and severity) and potential causes, supported by clear photographic evidence, including product traceability labels. Claims lacking photographic evidence of traceability labels will be rejected. Customers or end users must check for these labels before installation and report any absence to their Bawer representative or reseller.
 - b. The allegedly defective product component must be made available to Bawer for inspection.
 - c. If requested by Bawer, the Customer is authorized to return or ship the product in its original or equivalent protective packaging. The cost of unauthorized returns will be entirely charged to the Customer. If the reported defect is not found or is not attributable to Bawer, return costs will also be borne by the Customer.
 - d. If rectifying defects not attributable to Bawer's production process requires intervention by Bawer personnel, travel and labor costs will be charged, with a minimum rate of € 65 (sixty-five) per hour, plus additional expenses as agreed.
- 7.21** The warranty does not cover non-conformities or defects not attributable to Bawer, including improper use, tampering, normal wear, failure to follow instructions (assembly, operation, maintenance), unauthorized modifications or component replacements, third-party unauthorized interventions, or use of non-original specifications. The burden of proof for non-conformity lies with the Customer.
- 7.22** Bawer's liability is limited to the defective product's value and its possible replacement or repair. Bawer shall not be liable for indirect damages, labor costs, downtime, lost production, or penalties.
- 7.23** Non-payment of any amount due to Bawer will automatically void any warranty rights.
- 7.24** The reported product must be kept available for inspection by the manufacturer or insurer.
- 7.25** Claims not submitted within the specified terms will render the delivered products legally accepted.
- 7.26** The Customer must verify proper use and storage of the goods. Before commercial or industrial use, compliance with applicable standards and technological suitability must be ensured.
- 7.27** Provided the claim is covered under warranty, Bawer reserves the right to replace or repair defective products after necessary verification.
- 7.28** Bawer is not responsible for product defects (e.g., tears, perforations, etc.) resulting, for example, from incorrect handling, intrusion of substances or external agents, improper storage, or other similar actions by the Customer.

8. Privacy and Intellectual Property Rights

- 8.1** This Agreement contains confidential information owned by Bawer. The Customer is not allowed to use such information, in whole or in part, or disclose it without prior written consent from Bawer.
- 8.2** Any technical drawings or documents shall remain the exclusive property of Bawer S.p.A. and may only be used within the scope of the confirmed order supply. Any reproduction, transmission, or disclosure to third parties violates the intellectual property rights of Bawer.
- 8.3** Customer data will be processed by Bawer in compliance with the provisions of the Privacy Code (Legislative Decree No. 196/2003).

9. Information on Personal Data Processing

- 9.1** The Customer declares to have read the information provided pursuant to Article 13 of Legislative Decree No. 196 of June 30, 2003, and to have acknowledged the rights under Article 7 of the same decree. By signing these general terms and conditions of sale, the Customer consents to the processing of their personal data in compliance with the aforementioned provisions.

10. Final Provisions

- 10.1** The Customer elects domicile at the address indicated in the order confirmation. The Customer is required to notify Bawer in writing of any change of domicile. If not, communications and deliveries made by Bawer to the known elected domicile shall be deemed validly executed.
- 10.2** The invalidity or ineffectiveness of individual clauses of each contract or of these general terms and conditions of sale shall not result in the invalidity or ineffectiveness of the related contract or other provisions contained in these general terms and conditions of sale.
- 10.3** Any derogation from these general terms and conditions of sale must be agreed upon in writing and mutually by the Parties, and its validity and effectiveness shall, in any case, be limited to the specific contract for which it was agreed.
- 10.4** Any dispute arising directly or indirectly from the contractual relationship with the Customer fall under the exclusive jurisdiction of the Court of Bari.
- 10.5** The applicable substantive law is that of the Italian Republic, excluding any reference to foreign laws.

Transitional Export Appendices – Russia

11. Clause for Code No. 3926 9097 – PLASTIC

- 11.1** The Importer/Buyer undertakes not to sell, directly or indirectly, in the Russian Federation or for use in the Russian Federation, the goods supplied under or in connection with this Agreement to the natural and/or legal persons listed in Annexes III, IV, V and VI of Council Regulation (EU) No. 833/2014, as in force and/or as subsequently amended.
- 11.2** The Importer/Buyer shall use its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including any resellers.
- 11.3** Pursuant to and for the purposes of the applicable provisions on supervening impossibility, Bawer shall not be liable for any contractual non-performance in the event that the sanctions regime set out in Council Regulation (EU) No. 833/2014, as in force or as subsequently amended, is modified after the signing of the Agreement and prior to shipment of the goods, and/or in the event of export blocks or delays imposed by the Italian or EU authorities.

12. NO Re-export to Russia Clause – Code 87089997 – STEEL

12.1 The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods supplied under or in connection with this Agreement that fall within the scope of Article 12 octies of Council Regulation (EU) No. 833/2014.

12.2 The Importer/Buyer shall use its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including any resellers.

12.3 The Importer/Buyer shall establish and maintain an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain, including any resellers, that could frustrate the aforementioned purpose.

12.4 Any breach of this Article shall constitute a material breach of an essential element of this Agreement, and Bawer shall be entitled to seek appropriate remedies.

In accordance with article 1341, paragraph 2 of the Italian Civil Code, all the above clauses are expressly approved: 1), 2), 3), 4), 5), 6), 7), 8), 9), 10), 11), 12).

Matera,