

ELCA S.r.l. (hereinafter "the Supplier")

1 (Formation of the contract)

1.1 - The acceptance, by the Customer, of the offer sent by the Supplier, or the confirmation of the Customer's order by the Supplier, even when it takes place with the simple execution of the contract through conclusive behavior or delivery of the goods, entails the conclusion of the contract and the application of these General Conditions. They can only be waived in writing by the parties, and even in this case the present general conditions will continue to apply in the parts not expressly waived by written mutual consent.

1.2 - Any general conditions of the Customer will not be applied, not even partially, if they are not expressly accepted in writing by the Supplier. Any start of execution of the contract by the Supplier, in the absence of specific written acceptance by the Supplier of the contractual conditions proposed by the Customer, different from those of the Supplier, does not imply adherence to them.

2 (Delivery – Penalty for delay)

2.1 - The delivery terms are indicative and not essential. The Supplier is not required to pay the customer any penalty or other indemnity in the event of delayed delivery. The indicative delivery term indicated by the Supplier in the offer and/or in the order confirmation assumes that all the commercial, administrative and technical aspects have been defined and agreed upon by the parties and that the Customer has fulfilled the obligations he is required to fulfill, or which are necessary for the Supplier to commence the production, including the presentation of the administrative documentation, the authorizations (if envisaged), any advance payment or the issue of a payment guarantee in accordance with any contractual provisions, and the delivery to the Supplier of the working drawings and of the definitive technical specifications necessary for the production. If the Customer is late in fulfilling his obligations above, the indicative delivery term will be extended accordingly and will not start, or will not be applicable, until the Customer has handed over all the above documentation to the Supplier.

2.2 - Any reference to commercial terms (EXW, FOB, CIF, and others) contained in the contract or in these General Conditions refers to the INCOTERMS® of the International Chamber of Commerce, in the text in force at the time of conclusion of the contract, with the additions or derogations provided for in these General Conditions as well as those possibly agreed in writing between the parties in the contract.

2.3 - Unless otherwise agreed, the supply of the goods shall be performed with term EXW headquarters of Elca s.r.l. in Brescia (Italy), Via del Mella n. 11/V, even when it is agreed that the shipment or part of it is handled by the Supplier for any reason whatsoever. The Customer, therefore, acknowledges and accepts that the physical place of delivery of the goods, and the place of passage of the risk is - in accordance with the EXW term - the headquarters of the Supplier Elca s.r.l. in Brescia (Italy), Via del Mella n. 11/V.

2.4 - The Customer undertakes to collect the goods within a maximum of three working days after the Supplier has made them available. In the event of a delay in taking and/or collecting the goods from the contractually agreed place on the basis of the applicable INCOTERM term, the Customer undertakes to pay the Supplier a penalty for the delay equal to 0.5% of the value of the goods for each day of delay plus any storage costs, without prejudice to the Supplier's right to compensation for greater damages.

2.5 - The Customer guarantees that the goods can be freely imported into the place of destination and formally undertakes to pay them in full, even if at the time of importation into the country of destination there are, or have occurred in the meantime, limitations or prohibitions to such purpose.

3 (Price and Payments)

3.1 - The prices indicated in the Supplier's offers or, in any case, the prices indicated in the contract include all the components and goods indicated in the contract itself, including the packaging as required by law and/or by technical regulations and/or by the decision of the Supplier for the particular good to be delivered.

3.2 - All prices are net of any local and foreign taxes and duties (e.g. customs duties, import licenses or other charges due upon import/export and/or placing on the market).

4 (Technical specifications and equivalence)

4.1 - The object of the contract is the one specified in detail in the Supplier's offer, including all the

components and characteristics indicated therein. For anything not specified in the offer, or in the absence of an offer from the Supplier, the technical characteristics and standards of the Supplier are considered valid, as well as the ORGALIME standards.

4.2 - The Supplier undertakes, where available and/or compatible, to always deliver original components, but should this not be possible for any reason, the Supplier may use and supply compatible components albeit with different codes, issuing the Customer a declaration of interchangeability/ compatibility of the products supplied.

4.3 - The weights, dimensions, capacities, prices, yields and other data appearing in the catalogues, prospectuses, circulars, advertisements, illustrations and price lists are approximate indications. These data have no binding value except to the extent that they are expressly provided for in the contract. Any photographs present in the Supplier's offer and/or order confirmation are not contractual and are for illustrative purposes only.

4.4 - The Supplier does not guarantee the accuracy of the dimensions and characteristics of the product, a usage tolerance being always permitted.

5 (Ownership - Penalty for non-compliance)

5.1 The ownership of the goods passes on the Customer upon delivery to the Customer. Delivery is intended in accordance with the delivery term applicable to the supply; therefore, in the event of an EXW (Incoterm) term, for example, the delivery is considered complete when the Supplier has notified the Customer that the goods are ready for collection and are made available for collection by the Customer.

5.2 - In the event of deferred payments, the delivered goods remain the property of the Supplier until full payment of the price. The Customer undertakes to do what is necessary to make the retention of title effective, carrying out at his own expense all formalities necessary to make the retention of title enforceable against any third party.

5.3 - The Customer may not resell, assign or constitute the goods purchased as a guarantee without having first paid the price in full to the Supplier. The Supplier must be informed in writing by means of registered letter or certified e-mail regarding any seizures or enforcement procedures filed by third parties that have hit said goods.

5.4 - In the event of breach of the Customer's obligations set out in this article, the Supplier will have the right to terminate the contract with immediate effect, withholding the sums already paid as a penalty, without prejudice to the right to assert greater and further damages.

6 (Testing and commissioning)

6.1 - If requested by the Customer, any testing at the Supplier's premises will concern the verification of the conformity of the machine to the contract and will take place according to the methods established by the parties; failing an agreement between the parties regarding the testing methods, the test will be carried out according to the methods usually adopted by the Supplier. The testing will take place at the Supplier's plant/premises, unless the latter indicates another place. The scheduled test date will be communicated to the Customer with sufficient advance notice to allow the Customer's personnel to eventually attend the testing at their own expense. The date scheduled for the test, communicated to the Customer, must be understood as mandatory and fixed and cannot be postponed, unless agreed in writing between the parties. If the Customer does not show up on the date and time of the test indicated by the Supplier, the test will be carried out in the absence of the Customer.

6.2 - The test must be considered carried out with a positive result, with consequent acceptance of the product/machinery by the Customer, if: (i) if the Customer is present at the test, in the event of a non-specific written objection in the test report of any product defects /machinery that deprive the supplied good of the essential characteristics established by the contract, (ii) if the Customer does not attend the test, with the communication to the Customer, by the Supplier, of the data resulting positive from the test, accompanied by documentary and/or photographic evidence of these results.

6.3 - If the test has a negative outcome (i.e. it turns out that the goods supplied do not have the essential characteristics established by the contract), the Supplier undertakes to remedy the lack of conformity resulting from the test report. If deemed necessary by the Supplier, following the elimination of any defects resulting from the first test, it may be repeated and it will be held with the same methods and consequences

as the first test. The delivery terms, although not essential, are in any case understood to be extended by a period equal to that necessary to make the modifications, or, in the case of a second test, by a period equal to that between the first and the second test. Any second test will have as its object only the verification of the specific lack of conformity of the supply resulting from the report of the first test. The same rules set out above will apply to any tests or checks subsequent to the second, but with the more restricted object resulting from the report of the previous test.

6.4 - When this has been expressly agreed in writing between the parties, the machine will be put into operation at the Customer's premises. Commissioning at the customer's site will involve:

6.4.1 the verification of the elimination of any lack of conformity of the machine resulting from the report of the last test at the Supplier;

6.4.2 the verification of the execution, as agreed, of the assembly or installation, when they have been carried out by the Supplier.

6.5 - The commissioning of the machine must be considered carried out with a positive result in the event of a non-specific written objection, in the commissioning report, of any lack of conformity of the machine or defects in the execution of the assembly or installation, during or immediately after completion of commissioning; in any case, the Customer will not have the right to dispute the existence of defects other than those subject to the checks indicated in the previous points 6.4.1 and 6.4.2.

6.6 - When the assembly or installation of the machine must not be performed by the Supplier, the Customer must complete them before the date set for commissioning. The Customer must notify the Supplier of the date of commissioning with sufficient advance written notice to allow the Supplier's personnel to be present. Unless otherwise agreed between the parties, the Customer must organize commissioning in such a way that it takes place no later than 30 days from the date of arrival of the machine at the place of destination: otherwise, on that date, commissioning must be considered completed with positive result.

6.7 - When the assembly or installation of the machine must be performed by the Supplier, the commissioning of the machine will be carried out at the end of such assembly or installation. When the Customer does not allow the commissioning of the machine to be carried out or, in any case, if such commissioning is not carried out within 30 days from the completion of the assembly or installation (or due to the Customer's delay in promptly organizing commissioning or because the Supplier believes that the necessary connections have not been adequately made and everything else necessary for commissioning has not been properly made, or for any other reason not attributable to serious default by the seller) the acceptance tests must be considered carried out with a positive result. In any case, the Customer will prepare in good time all that is necessary, or useful, for the regular implementation of the commissioning on the established date.

6.8 - All expenses necessary for commissioning at the Customer's premises will be borne by the latter. If the presence of a technician from the Supplier is required, the cost of such technician's/s travel will be charged to the Customer according to the Supplier's "Service Price List", which will be sent to the Customer before sending the technician/s to the Customer's premises. It is understood that in any case the presence of the Supplier's technician/s exclusively concerns the start-up of the equipment already correctly installed and connected to the system at the Customer's expense and care, with the exclusion of any other activity or verification (for example, installation work, connection, adaptation of the equipment to the Customer's plant, etc.).

6.9 - The Customer loses all rights, guarantees, actions and exceptions relating to lack of conformity and faults of the machine which according to diligence could have been found with the acceptance tests or with the commissioning of the machine, unless the lack of conformity of the machine or the defects have been specifically contested in writing in the test report or in the commissioning report, during or immediately after the test or commissioning.

7 (Warranty)

7.1 - Within the terms set out in this article, the Supplier undertakes to deliver goods compliant with the agreement and free from defects such as to make them unsuitable for the use for which products of the same type are normally used.

7.2 - The Supplier is not liable for lack of conformity and defects deriving, even indirectly, from drawings, projects, information, software, documentation,

indications, instructions, materials, semi-finished products, components, other tangible assets and anything else supplied, indicated or requested by the Customer or by third parties who act, in any capacity, on behalf of these. Furthermore, the Supplier is not liable for lack of conformity and defects in materials, software, semi-finished products, components and any other product incorporated or not in the machine, supplied, indicated or requested by the Customer or by third parties who act, in any capacity, on behalf of these. Furthermore, the Supplier is not liable for lack of conformity and defects due to normal wear and tear of those parts which, by their nature, are subject to rapid and continuous wear (e.g.: gaskets, belts, brushes, fuses, lowers, baskets, parts subjected to thermal stress, etc.). For accessories and, in general, for products not manufactured by the Supplier, the guarantee is that applied by its suppliers. Furthermore, the guarantee does not cover aesthetic defects which do not affect the proper functioning of the machine. Likewise, the Supplier is not liable for lack of conformity of the machines and defects caused by non-compliance with the rules set out in the instruction manual and, in any case, by misuse, maintenance or treatment of the goods. It is also not liable for lack of conformity and faults that depend on incorrect use of the machine by the Customer or on the latter having carried out modifications or repairs without the prior written consent of the Supplier. In the case of products shipped disassembled, any guarantee is considered void if the assembly at the Customer's site is not carried out directly by the Supplier or at least under the control of its specialized personnel, or if the assembly is not performed by the Customer according to the assembly instructions delivered by the Supplier. In no event is the Supplier responsible for lack of conformity and faults which have their cause in an event subsequent to the transfer of risks to the Customer. The Supplier's liability with regard to the calculation of the foundations is excluded.

7.3 - Unless otherwise agreed between the parties, when it is not agreed that commissioning should take place at the Customer's premises, the warranty has a duration, starting from the delivery date, of 12 (twelve) months for the mechanical parts, 6 (six) months for the electrical/electronic. For components not manufactured by the Supplier, in any case the guarantee will be the same given to the Supplier by the manufacturer of the parts. When, on the other hand, it is agreed between the parties that commissioning must be carried out at the Customer's premises, this guarantee has the same duration but starting from the date of commissioning of the machine at the Customer's premises and, in any case, no more than 20 (twenty) months from the delivery date of the machine. The warranty for replaced or repaired parts expires on the same day of the expiry of the machine warranty.

8 (Complaints for lack of conformity)

8.1 - Without prejudice to the provisions of the previous art. 6, the Customer, under penalty of forfeiture, must report the lack of conformity or the defect of the machine to the Supplier specifying its nature in writing within 8 (eight) days from when he discovered it or could have discovered it through a careful examination and test of the product.

8.2 - In no case can the report of the lack of conformity or defect be validly made after the expiry date of the warranty terms indicated in the previous art. 7 or those otherwise agreed between the parties. The Customer also loses the guarantee if he does not allow any reasonable checks that the Supplier requests or if, having the Supplier requested the return of the defective piece at his own expense, the Customer fails to return the piece within five days of the request.

8.3 - Following a regular complaint by the Customer, made pursuant to this article, the Supplier will perform the warranty obligation with repairs and replacement of defective or spoiled parts. For the execution of the guarantee obligation, the Supplier may at its discretionary choice: a) carry out or have the repairs and/or replacements carried out by third parties, with travel, board and lodging expenses of the technician(s) necessary for the repair and/or replacement to be paid by the Customer; b) have the repairs and/or replacements carried out by the Customer, providing him with the relative instructions and possibly supplying him free of charge, ex works of the Supplier, or reimbursing him for the cost of spare parts. If the Supplier deems it necessary, at its sole discretion, to carry out the repair and/or replacement requested at its premises, the Customer must send the equipment at its own expense to the premises indicated by the

Supplier, who will replace and/or or repair at your own care and expense.

8.4 - Once the duration of the guarantee has elapsed, no claim can be made against the Supplier.

9 (Liability - Limitations)

9.1 - The Supplier is not liable to the Customer for any indirect damage suffered by the latter due to late delivery, production stops, or other causes, except in cases of willful misconduct or gross negligence.

9.2 - The Supplier is not responsible for any damage or accident occurring to things and/or people during the assembly of the goods, or during testing or commissioning.

9.3 - In no case will the Supplier be liable regardless of the cause for:

9.3.1 damage relating to products manufactured in whole or in part at the Customer's facilities or with the use of any machinery;

9.3.2 injury to persons (including death) or damage to property caused by improper use or inadequate maintenance of the goods supplied, or by the exclusion of guards and/or equipment guards;

9.3.3. any accidental, direct or indirect or consequential damages, or, more precisely, by way of example, any damages attributable to:

- loss of profits, loss of business or earnings, loss of reputation, loss of production, loss of data, claims by Customer's customers, costs resulting from line or business interruptions of the Customer;

- late or delayed delivery, unloading or transportation of equipment.

9.4 - Without prejudice to the exemptions referred to in this article, the overall liability of the Supplier, for the cases in which it is declared responsible, will in any case always be limited to 5% (five percent) of the price of the goods supplied.

9.5 - Goods for export may be subject to due diligence. The seller reserves the right not to continue the business relationship in the event of negative due diligence, bank impediments, or authority provisions.

9.6 - 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 under the scope of article 12g of council regulation (EU) No 833/2014. The importer/buyer undertakes to use its best efforts to ensure that the purpose of this clause is not defeated by third parties downstream in the commercial chain, including any resellers. The importer/buyer will establish and maintain an adequate monitoring mechanism to identify behavior by third parties downstream in the commercial chain, including any resellers, that could defeat the purpose of this clause. Any violation of the provisions of this clause will constitute a material breach of an essential element of the sales contract, and the Seller will be entitled to seek appropriate remedies, including, but not limited to, cancellation of orders and/or concluded contracts and compensation for damages. The importer/buyer must immediately inform the Seller of any problems in the application of the preceding paragraphs, including any significant activities by third parties that could defeat the purpose of this clause. The Buyer must make information relating to compliance with the obligations of this clause available to the Seller within 2 (two) weeks of a simple request for such information.

10 (Spare parts)

10.1 - When this is expressly agreed in the contract, the Supplier will provide, on a chargeable basis, the Customer with the spare parts that he reasonably needs for the use of the asset for the entire time agreed between the parties, and provided that these spare parts are of easy availability for the Supplier. Spare parts will be supplied at the Supplier's list price in effect from time to time at the time of the Customer's order.

11 (Confidentiality)

11.1 - Any drawing, project, technical specifications or any other information of a proprietary nature transmitted by the Supplier to the Customer during the negotiations or execution of the contract must be considered confidential and reserved and will remain the exclusive property of the Supplier. The Customer may not use these confidential documents and/or information in any way except for the use strictly necessary for the functioning of the goods and the execution of the contract, and may not disclose, disseminate or forward such documents and/or information to any third party, directly or indirectly, partially or wholly.

11.2 - The supply contract and its execution do not imply any transfer or license of intellectual property from the Supplier to the Customer.

11.3 - The provisions of this article will continue to be effective and enforceable by the Supplier even after the supply has been completed, without any time limit.

12 (Applicable law and jurisdiction)

12.1 - These General Conditions of Supply and all contracts between the Supplier and the Customer are governed by Italian law. For any controversy that may arise between the parties related to these General Conditions and/or to any single supply contract, the Court of Brescia, Italy, has exclusive jurisdiction. The Supplier may however, at his own choice, sue the Customer before any competent Court according to the applicable laws and conflict of law rules.

The Customer

Pursuant to and for the purposes of articles 1342 and 1343 of the civil code the Customer declares to specifically accept the following clauses: 2 (Delivery - Penalty for delay), 5 (Ownership - Penalty for non-performance), 7 (Warranty), 8 (Notification of lack of conformity), 9 (Liability - Limitations), 12 (Applicable law and jurisdiction).

The Customer

(*) All your bank charges imperatively to be debited to you