

General terms and conditions of sale

1. Scope of application: these terms and conditions of sale (“**Terms and Conditions**”) apply to all contracts for the sale or supply (“**Contract**”) of vehicle repair equipment (“**Products**”), related accessories (“**Accessories**”) and parts (“**Parts**”) produced and/or marketed by Werther International s.p.a. (“**Vendor**”); for the purposes of this document, the term “**Goods**” indicates, both individually and collectively, the Products, Accessories and Parts. In the relations between the Vendor and the Buyer (“**Parties**”), the application of any other terms and conditions of the Buyer is excluded, even if indicated by the Buyer based on a reference to its own terms and conditions of purchase. In the event of any conflict, the special conditions approved in writing by the Parties will prevail.

2. Characteristics of the Goods, modifications: any information regarding the characteristics and/or technical specifications of the Goods, which may be contained in brochures, price lists, catalogues or other similar documents is indicative and non-binding. The Vendor may make any modifications to the Goods or to the related packaging - without altering their essential characteristics - that it considers necessary or appropriate. The Buyer is responsible for any further modifications, supplements, services or costs requested by the Buyer which are not expressly provided for in the order confirmation sent by the Vendor (“**Confirmation**”).

3. Offers, Orders, formation of Contract: the offers of the Vendor (“**Offers**”) are not binding nor do they represent a commitment for the Vendor. The purchase order (“**Order**”) will only be considered valid by the Vendor if made in writing and received by the Vendor, also by email, fax or any other procedure authorised by the Vendor. By sending the Order, the Buyer makes an irrevocable proposal, as governed below. The Vendor may expressly accept or reject the proposal by sending the Confirmation, within 7 days from receipt of the Order. The Buyer may request amendments to the contents of the Confirmation within 48 hours of receipt. Once amended by the Buyer, the Confirmation may still be cancelled by the Vendor, within 96 hours. In any case, if the Parties have agreed on an advance payment, all obligations of the Vendor are postponed until the date on which such advance payment is received.

4. Dates and terms of payment: the terms of payment are those indicated in the Contract. Without prejudice to any other contractual or legal remedy, the Vendor may suspend the fulfilment of its obligations immediately, without any obligation to give notice, in the event of late payment or non-payment of only a single instalment of the agreed price for any reason or on any grounds whatsoever. In the event of termination of the Contract due to breach by the Buyer, any sums already paid by the Buyer will be retained by the Vendor by way of indemnity, without prejudice to compensation for further losses.

5. Forfeiture of right to deferred payments: the non-payment or late payment of even part of a single instalment or advance payment on the agreed deadline shall, without the need for prior notice and even outside of the cases referred to in article 1186 Italian civil code, result in the Buyer forfeiting its right to deferred payments and to any discounts applied.

6. Express termination clause: in the interests of the Vendor, if the delayed payment or non-payment of even part of the amount due exceeds 15 days, the Contract shall be deemed terminated; in such a case the termination shall be legally recognised if the Vendor declares to the Buyer in writing that it intends to rely on this termination clause.

7. Time and place of delivery: except where agreed otherwise in the special conditions approved by the Parties in writing, the terms of delivery stated in the Contract are purely indicative for the Vendor, and are not of the essence within the meaning of article 1457 Italian civil code nor do they include any transport, installation or assembly works. Delivery shall take place by the date indicated on the Order as accepted in the Confirmation, and is calculated in working days. If the Contract provides for the payment of an advance, the terms of delivery shall start to run from the date on which the advance payment is collected. The Goods are deemed to be delivered with the *goods-ready notification*. Otherwise, delivery takes place at the time agreed for collection by the Buyer, or on the basis of the carrier’s waybill. The Goods always travel at the Buyer’s risk and peril (EXW - Incoterms 2020). The transport of the Goods takes place at the Buyer’s care and expense. If expressly requested by the Buyer and accepted by the

Vendor, the Vendor shall be responsible for the transport of the Goods, with the costs and expenses paid by the Buyer.

8. (continued) Responsibility for delays: the Vendor is exempted from all liability for any delays caused by force majeure, fortuitous events, strikes, difficulties in procuring materials, suspension of work imposed by a public authority, project changes agreed with or ordered by the Buyer, or delays by the carrier. The occurrence of the above events shall not entitle the Buyer to demand compensation for any damages or indemnities of any kind, except in the case of fraud or gross negligence by the Vendor.

9. Warranty for defects: with the exclusion and waiver by the Buyer of all other warranties including legal warranties, the Vendor’s warranty on the Goods is regulated as follows. Products and Accessories are guaranteed for 18 months if the Buyer stores the goods in its warehouses. Otherwise Products and Accessories are guaranteed for 12 months. Parts are guaranteed for 6 months. The warranty takes effect from the date on which the Vendor invoices the Buyer for the Goods. The warranty for defects is only operative for the individual Products and/or Accessories which are defective, and not for the entire batch of purchased Products and/or Accessories. In the event that the warranty on the sold Goods is effective, the Vendor may at its discretion decide whether to repair or alternatively replace the defective Goods, with the exclusion of all compensation for damages. In any case, the warranty for defects is only operative on condition that the terms of payment have been respected.

10. Limitations on use and exclusion of liability: the warranty does not cover any defects or damage caused during transport nor any defects or damage caused by the Buyer, also following negligent use or tampering with the Goods due to repairs, replacements of individual components or maintenance carried out by a person not authorised by the Vendor, technical inexperience or any other circumstance not attributable to the Vendor. The Goods are intended only for the uses expressly indicated by the Vendor, in accordance with the provisions of the use and maintenance manual. Any use or destination that is non-conforming or differs from the use for which the product was designed, built and produced may be dangerous, may cause personal injury and is thus prohibited. In any event the Vendors declines all liability for any unauthorised uses of the Goods or any uses which appear to be dangerous, even based solely on common sense. If the Buyer uses or resells the Goods for other purposes, it does so at its own exclusive risk and peril and bears all the resulting responsibilities. Without affecting the mandatory provisions of law, the Vendor’s contractual and/or tortious liability is hereby excluded for any direct or indirect damages suffered by any person including third parties as a consequence of the above provisions of this article, or in the case of poor maintenance, improper use or failure to observe safety regulations and in other cases. In the latter cases the Buyer shall indemnify the Vendor in respect of any costs and/or liability that may derive as a result of the events mentioned in this section.

11. (continued) Limitation of liability: without affecting the foregoing, the Vendor’s liability for all claims for compensation and warranties (including, for the avoidance of doubt: indemnities or responsibilities, the breach of clauses, damages, losses etc.) shall in any case be limited to the purchase price of the specific consignment of the Goods to which the claims or warranties refer.

12. Reservation of title – prohibition on disposal: the sale takes place with the reservation of title for the Vendor until the full and prompt performance of all the contractual obligations of the Buyer, who shall not transfer the Goods sold to any third party nor allow third parties to use the Goods up to that moment, and accept the risks of the Goods from the time of delivery. If, notwithstanding the above prohibition, the sold goods are transferred to a third party, a surcharge of 20% of the price owed by the Buyer will be imposed, by way of penalty. The Parties expressly agree that the Goods and materials may not be considered to be incorporated into an immovable asset or annexes to an immovable asset before full payment, and therefore they may be claimed and/or removed by the Vendor at any time, wherever they may be located, also in derogation of articles 935 and 937 Italian civil code. In the case of termination of the Contract due to breach by the Buyer, any sums already paid by the Buyer will be retained by the Vendor by way of indemnity without prejudice to compensation for further losses.

13. Terms, conditions and procedure for complaints: any complaint relating to incomplete or non-intact Goods must, under penalty of forfeiture, be sent to the Vendor at the time of unloading of the Goods (obvious defects) and must be indicated on the delivery note. Any shortfalls in quantity relating to the Accessories shall not constitute a breach of contract by the Vendor pursuant to article 1460 Italian civil code. Any claims relating to defects that cannot be identified through diligent checking at the time of unloading (hidden defects) must be reported to the Vendor, on penalty of forfeiture, within 8 days after discovery. Under penalty of forfeiture, the complaint about defects must be made in writing and sent by registered post, only to the head office of the Vendor, or through another procedure authorised by the Vendor.

14. Intellectual property: the Buyer recognises that the products, patents, technical drawings, models, know-how, customisations and certifications relating to the Products and/or Accessories and/or Parts, trademarks, trade names or other distinctive signs affixed to the Goods

are the exclusive property of the Vendor and may not be altered, modified, removed or erased in any way.

15. Processing of personal data: the Buyer confirms receipt of full data protection information as required by article 13 GDPR and gives consent to the data processing and to its disclosure within the limits of, for the purposes of and for the duration specified in the privacy policy, and in any case for the proper execution of the Parties' contractual obligations.

16. Exclusive forum, governing laws: the law of Italy shall apply in respect of any dispute between the Parties in relation to the Contract. The court of Reggio Emilia (Italy) shall have sole jurisdiction and the Parties hereby waive their recourse to any other court. The Vendor may take action in the courts within the jurisdiction of the Buyer's domicile.

17. International law: these terms and conditions are subject to the laws of the Republic of Italy, with the exclusion of the provisions on conflict of laws. The application of the Vienna Convention on the International Sale of goods is excluded.

Buyer

The Buyer accepts these Terms and Conditions and specifically approves the following clauses: (1) scope of application; (3) Offers, orders, formation of Contract and suspensory condition; (4) terms and conditions of payment; (5) forfeiture of deferred payment terms; (6) express termination clause; (7) delivery time and place; (8) responsibility for delays; (9) warranty for defects; (10) limitations on use and exclusion of liability; (11) limitations on liability; (12) Reservation of title - prohibition on disposal; (13) terms, conditions and procedure for complaints; (16) exclusive forum, governing law; (17) international law.

Buyer