

GENERAL TERMS AND CONDITIONS OF SALE

- 1) **Terms:** for the purposes of this contract, the following terms shall apply:
 - a) **"Seller": Imprima Industrial S.r.l**
 - b) **"Purchaser":** any company, corporation or legal entity purchasing goods from the Seller, excluding consumers;
 - c) **"Order":** the proposal for the purchase of Goods submitted by the Purchaser to the Seller containing a description of the items, quantities, variants (if any) and prices;
 - d) **"Sale": "Buying and selling"; "Supply":** each contract of sale submitted between the Seller and the Purchaser following receipt by the Purchaser of written acceptance of the order by the Seller in the manner set out in Article 5;
 - e) **"Industrial Property Rights":** all the Seller's industrial and intellectual property rights including, without limitation, rights relating to trademarks, patents, designs or models, utility models, know how, technical specifications, data, whether already registered or not;
 - f) **"fabric(s) /", "product(s)" e "good(s)":** the type and quantity of fabric that the Purchaser buys from the Seller;
 - g) **"patch-type":** the piece of fabric that the Purchaser intends to buy from the Seller having the importance of "sample type" according to art. 1522, paragraph 2 of the Italian Civil Code;
- 2) **Scope and application:** this general terms and conditions of sale are an integral and binding part of the contracts entered into between the Seller and the Purchaser relating to the supply of the goods as well as of all the purchases and contracts subsequent to the first one, even at a distance of time, without the need for an express reference to such conditions or a specific agreement. Any condition, term or clause that differs from those set out herein shall only apply if confirmed in writing by the Seller. These general conditions shall also prevail over any conditions, terms, clauses as well as over any general purchasing conditions of the Purchaser.
- 3) **Preservation:** if one or more of the clauses and conditions set out herein should be considered invalid, null and void or ineffective for any reason whatsoever, the same shall not affect the validity of the remaining general conditions, which shall remain fully valid and effective.
- 4) **Amendments:** the Seller reserves the right to complete or supplement these conditions and/or the terms regulated herein, attaching such variations to subsequent offers and/or order confirmations or correspondence sent to the Purchaser.
- 5) **Conclusion of the contract:** the purchase order placed by the Purchaser shall have the effect of a contractual proposal (called order proposal). If the order is collected by agents or employees of the Seller, it is not binding for the Seller without its express and written acceptance and confirmation, also by fax or by e-mail, including by certified e-mail. Acceptance must be communicated by the Vendor, otherwise the order proposal shall be considered declined. Orders and order's amendments must in any case be made and confirmed in writing. Otherwise, the Seller shall not assume any responsibility with regard to timing, quantities, possible errors or other potential misunderstandings.
- 6) **Order processing methods:** the goods are delivered at pre-established deadlines, day, week or indicative number of days after acceptance date. Any Purchaser's requests to the Seller for fabric characteristics variations after the contract conclusion with an order confirmation, shall ipso iure determine the variation of the timing of delivery.
- 7) **Tolerances, scraps and off-cuts:** unless otherwise agreed in writing by the parties, the tolerances generally permitted in the each order supply for each quality and variant/colour are as follows
 - up to 500 m: +/- 8%.
 - from 501 to 1,000 m: +/- 5%.
 - from 1,001 to 5,000 m: +/- 2% (with a minimum of 50 m, 35 m for silks)
 - over 5,000 m: +/- 1% (with a minimum of 100 m)
- 8) **Sample type sale / patch-type and product technical data sheet:**

It is Purchaser's responsibility to inform in advance the Seller of any coordination needs between fabrics and/or designs and/or colours that differ from each other in weight and/or composition. Sales are considered to be made on a "sample type" basis taking the "patch-type" as a reference with the product technical data sheet, delivered by the Seller to the Purchaser. The Purchaser shall make on the "patch-type", only at his own care, expense and responsibility, all the tests necessary to verify the suitability of the fabric for the considered use of the latter. Subsequent deliveries shall also refer to the same patch-type and its product technical data sheet, except for variations that are agreed upon by the Parties. The above mentioned characteristics shall be understood as referring to the patch-type that has not undergone any further process or treatment. The "patch-type" production

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costs sustained by the Seller for special projects commissioned by the Purchaser that involve costs of various kinds, including printing equipment (cylinders), shall be recognized by the Purchaser, subject to specific agreement and with a separate invoice.

- 9) **Prices and minimum quantities:** after receiving the order proposal from the Purchaser, the Seller informs the latter of the prices for the production and collection of samples, also indicating any minimum quantities necessary for the product(s) requested. If, even after the conclusion of the contract with the order confirmation, further production costs are incurred, the Seller, before processing the order, may modify the prices originally communicated
- 10) **Payment terms:** payment terms for each order/contract and subsequent order confirmation are agreed between the parties for each individual contract. In the lack of agreement, the payment terms shall be 60 FMD (60 days from end of month of invoice date).
- 11) **Late payment interest - acceleration clause:** Purchaser delayed payments that are made after the dead line shall be subject to late payment interest according to Legislative Decree No. 231/2002 at the reference rate (ECB refinancing instrument) increased by 8 (eight) percentage points as provided for under Article 3, paragraph 3 of Law 192/1998. In the case of discounts granted for timely payment by the due dates, failure or delay in payment by the Purchaser on the due date determines the loss of the discount right and the automatic charging of late payment interest. In the case of discounts granted for timely payment by the due dates, failure or delay in payment by the Purchaser on the due date shall result in the loss of the right to the discount and the automatic accrual of the default interest referred to above. Without any prejudice for the Seller right to suspend or delete the process of the rest of the order or, as the case may be, unquestionably, to file a legal claim for the performance or the termination, subject to damages reimbursement, upon a 15-day notice to fulfil. In any case of loss of benefit of time limit (art. 1186 of the Italian Civil Code), the agreed price shall become immediately due.
- 12) **Property Retention:** the goods are subject to retention of Seller property according to article 11, paragraph 3 of Legislative Decree 231/2002 and article 1523 of the Italian Civil Code, also in case that the Purchaser has started processing the goods.
- 13) **Delivery of goods:** any delivery time indicated is not binding on the Seller, unless otherwise agreed in writing. Seller reserves the right to make partial deliveries. Unless otherwise agreed in writing place of performance shall mean any Seller's office, registered office or headquarters where the goods are available for delivery and transportation. The goods shall be supplied Ex Works (EXW - Incoterms 2020) even in the case that the parties agree that the shipment or part of it shall be carried out by the Seller. In any case, the risks, also those of goods perishing, shall totally pass to the Buyer at the latest upon delivery to the first carrier. Shipping costs are always charged to the Purchaser. The goods are delivered to the carrier without insurance. Packaging costs for special kind of packages shall be borne by the Buyer. If the Buyer doesn't collect the goods on time, the Seller, at his discretion, can invoice the goods - if it has not already done so - with immediate payment request or withdraw from the Contract, without prejudice to any right to compensation for damages caused by the delay or failure to collect the goods, and to charge the Buyer a sum of money as reimbursement for storage costs incurred, calculated using as reference parameter the tariffs of the general customs warehouses.
- 14) **Force majeure:** Any delay due to force majeure shall not be considered attributable to the Seller, including, by way of example and without limitation, strikes, floods, restrictions on the use of energy or other essential elements for production, wars, riots, revolutions, fires, natural disasters, epidemics, pandemics, obstruction of roads, canals or transit straits and any other element not foreseeable with ordinary diligence or in any case attributable to Purchaser's acts, omissions, negligence or carelessness on (e.g. lack of communication of the necessary information to process the order).
- 15) **Industrial and intellectual property protection:** when the Buyer in his order requests products with particular patterns, drawings, prints or other on which he holds an intellectual or industrial property right, he must declare this to the Seller, describing the type, legal source and extent of the right. The Seller shall never be held liable for any usurpation or for any counterfeiting or imitation, whether partial or total, that may occur as a result of the circulation of articles produced according to Buyer's request. If the Seller proposes to the Buyer any articles featuring particular patterns, designs, prints or other items on which it holds an intellectual or industrial property right, it shall inform the Buyer thereof. The sale shall not affect the Seller's intellectual and industrial property rights and the right of reproduction on any product to be sold to the Buyer or to any third party. The granting of any temporary exclusive rights in favour of the Purchaser shall result from a specific written agreement. In any

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case the Buyer undertakes not to carry out activities which are incompatible with the ownership of the Seller's intellectual and industrial property rights.

- 16) **Goods Defects:** manifest or visible defects are those deviations from the technical data sheet or from the characteristics of the patch-type which are perceptible at the time of delivery and which are damaging it. Hidden or non-visible defects are those defects that can only be found by technical inspection or that emerge during or after normal packaging operations. The intrinsic fabric characteristics that are specified in the technical data sheet of the product and in patch-type cannot be considered defects. The Buyer is obliged to check the compliance and suitability of the fabrics supplied by the Seller for the use to which he intends to make with them, before use and in any case before undertaking any processing on the goods received, by carrying out normal checks on the external characteristics and technical requirements.
- 17) **Claims:** The Buyer shall notify to the Seller any hidden defects within 8 days of discovery, but no later than 3 months after delivery of the goods by the Seller. If the defects notification is not made according to the above mentioned period, the goods shall be considered as approved. Minor and technically unavoidable differences in quality, colour, size, weight, arrangement or design shall not be the subject of a claim. The same shall be valid for common commercial differences as defined in Art. 7. When the Buyer or a third party commissioned by the Buyer, before the delivery, has examined the fabrics, these are considered free of defects and not subject to claim and they are finally accepted.
- 18) **Liability limitations:** The Seller shall never be considered liable for goods defects beyond the price of the goods. Any liability of the Seller for indirect damages and/or profit loss is excluded except when the Seller has acted with willful misconduct.
- 19) **Assignment:** The parties may not under any circumstances assign the contract to a third party without the written consent of the other party. If the party assigns the contract without written consent, it shall remain in any case directly liable to the other party.
- 20) **Termination clause:** The contract may be terminated by the Seller, under art. 1456 of the Italian Civil Code, by simple communication to be sent to the Purchaser, by registered letter with return of receipt, in the event that one of the following conditions occurs:
 - failure to provide the guarantees to which the Purchaser may have been specifically obliged to provide, to cover payments, or termination and/or extinction of the same (for example withdrawal of bank credit lines, overdraft by the credit insurance company, etc.);
 - declared insolvency such as to clearly compromise the exact execution of the performance under the contract, except in case that it is provided an appropriate guarantee;
 - breach of the provisions of article 19 concerning the prohibition of contract assignment to third parties;
 - Buyer infringement, in any form, of the industrial and the Seller's intellectual property rights.
- 21) **Ethics Code:** the Buyer declares that it recognizes and knows the content of the Seller's ethics code and behaviour models (Italian Legislative Decree no. 231/2001).
- 22) **Applicable law - Disputes:** these general terms and conditions of sale and the order/contract between the Parties shall be governed in all its aspects by Italian law. Any dispute arising in connection with these general conditions, to the order and to the contract, to their application, execution and interpretation shall be subject to the exclusive jurisdiction of the Court of Milan.
- 23) **Processing of personal data:** The parties mutually undertake to process their respective personal data for the sole purpose of executing the business relationship in compliance with the provisions of Reg. 679/2016 (RGPD) and Dpr 196/2003 and any law and provision on the protection of personal data applicable from time to time. The Parties declare that the staff engaged in the processing of personal data and that is involved directly and/or indirectly in the supply transaction is informed about the confidential nature of such personal data and has received adequate training on its responsibilities. Each Party, to the extent of its own competence, is expressly obliged to comply, where necessary, with the obligations of information in favour of the interested parties and to collect, when necessary, from the same all the appropriate consents in relation to the processing of the data of which it is Holder as well as to carry out the other fulfilments provided for by the laws on data protection. At any time, the Parties may exercise the rights provided for by the RGPD.

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date and place

Imprima Industrial S.r.l.

Legal representative

Signature of the Purchaser

"The Buyer declares, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, that it has read and expressly and specifically approves in writing all the above mentioned clauses and in particular those identified with following numbers:

2) scope and application; 4) amendments; 5) conclusion of the contract; 6) order processing methods; 7) tolerances, scraps and off-cuts; 8) sample type sale / patch-type and product technical data sheet; 9) prices and minimum quantities; 11) late payment interest - acceleration clause; 12) property retention; 13) delivery of goods; 14) force majeure; 15) industrial and intellectual property protection; 16) defects of the goods; 17) complaints; 18) Liability limitations; 20) termination clause; 22) applicable law and disputes;"

date and place

Imprima Industrial S.r.l.

Legal representative

Signature of the Purchaser