

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("**T&Cs**") apply to any sale made between CALEFFI S.P.A., a company with registered office in Fontaneto d'Agogna (Italy), S.R. 229 no. 25, VAT and tax ID no. 04104030962 ("**CALEFFI**") and its customers ("**CUSTOMER**") and they cover the goods indicated in the CALEFFI catalogue or on the company website, as well as any other goods supplied by CALEFFI to the CUSTOMER.

Any terms and conditions other than those contained in these T&Cs shall have legal effect only if accepted in writing.

### *Art. 1 Products*

The Products subject to these T&Cs are those indicated in the CALEFFI catalogue or on the company website, with the technical specifications and designs contained therein. In the event that the Products are developed and built based on specifications defined by the CUSTOMER, the relative technical specifications shall be subject to a separate contract between CALEFFI and the CUSTOMER.

The CUSTOMER declares to have seen, prior to purchase, all the technical documentation and user manuals of the CALEFFI products.

The illustrations and information contained in the CALEFFI brochures, price catalogues, websites, product descriptions and in any other informative and/or advertising materials, however communicated, while representing individual items, do not constitute an undertaking of faithful execution by CALEFFI and the data therein are to be deemed purely indicative and, therefore, CALEFFI accepts no liability in this regard. CALEFFI reserves the right, at any time, to make any changes deemed necessary to the products for sale, regardless of how they are represented and described in the CALEFFI brochures, price catalogues, product descriptions and websites and, in any case, in any material used to promote and sell the products. Furthermore, CALEFFI shall not be bound by any declarations, promises, conditions and guarantees originating from employees, representatives, agents and business finders that differ from these T&Cs and, in any case, all those not included in documents signed by the legal representatives of CALEFFI.

### *Art. 2 Orders*

Unless otherwise agreed in writing, the CUSTOMER must send the orders to CALEFFI in writing or via Electronic Data Interchange ("EDI"), specifying all the data of the item, the quantity, any discounts and other important data related to each item.

The orders are not binding for CALEFFI which has the right to accept or refuse them at its discretion and, likewise, the orders received from sales agents are always to be considered subject to the approval of CALEFFI.

For the orders accepted, CALEFFI will send an order confirmation, which will indicate all the relevant information of the accepted order. In any case, in accordance with art. 1327 paragraph 1 of the Italian Civil Code, the sale contract shall be deemed as concluded, even if the order confirmation is not sent, upon starting the execution of each individual order by CALEFFI, with the same released of any obligation to promptly inform the CUSTOMER that execution has commenced. CALEFFI, even if it has expressly

accepted the order, in accordance with art. 1256 of the Italian Civil Code, reserves the right to decide whether or not to execute the orders in the event of any cause not attributable to the same. In this case, CALEFFI undertakes to promptly inform the CUSTOMER, who henceforth waives the right to claim any penalty and/or compensation for damages.

#### *Art. 3 Delivery Terms and Transfer of Risk*

The delivery terms, where communicated by CALEFFI to the CUSTOMER, are purely indicative and not binding. Therefore, where the confirmation date and delivery date coincide, the goods shall be deemed as delivered to the courier, on average, within 4 days for standard orders and 2 days for urgent orders. If nothing is received within 24 hours of sending the order confirmation, CALEFFI will consider the terms and conditions and technical data indicated in the catalogue on the site [www.caleffi.com](http://www.caleffi.com) as having been accepted. Any delay in the delivery shall not constitute grounds to terminate the contract or to claim compensation for damages, nor may the CUSTOMER claim any penalties, price reductions and/or deferred payments.

Only in the event that the delay is due to unforeseen circumstances such as, by way of example but not limited to, strikes, uprisings, accidents, war, including any delay on the part of its suppliers, will the CUSTOMER be entitled to, at its discretion, extend the delivery deadline for the period of duration of the aforementioned cause of delay or cancel the purchase. In both cases, CALEFFI shall not be considered liable in the event of any delay or missed delivery.

Unless otherwise agreed in writing by the parties, the identification of the goods as well as the transfer of ownership shall take place upon handing them over to the first carrier. The products shall be delivered from and returned to the CALEFFI warehouses (EXW - Ex Works).

Unless otherwise agreed in writing by the parties, the transport and insurance costs, as well as the risks related to the transport, shall be borne by the CUSTOMER.

The choice of shipper and/or carrier may be made also by CALEFFI. In any case, CALEFFI shall not be liable for any delivery delays, loss and/or damage to the goods that may occur during transport.

#### *Art. 4 Prices and Payment Terms*

Unless otherwise agreed in writing between CALEFFI and the CUSTOMER, the prices are those indicated in the CALEFFI price catalogues in effect at the time of shipping the goods or, in any case, those normally applied by CALEFFI.

CALEFFI shall have the right to amend the prices indicated in the price catalogues at any time.

The goods must be paid for at the place of domicile of CALEFFI and the payments must be made by the CUSTOMER in euros.

The payment terms and methods are those agreed between CALEFFI and the CUSTOMER and are to be deemed irrevocable and essential in the interests of CALEFFI.

In the absence of any agreement on the payment terms and methods, those indicated in the order confirmation or the sales invoice shall apply.

In any case, CALEFFI is entitled to request execution of the contract without the communication requirement referred to in art. 1457 of the Italian Civil Code.

CALEFFI reserves the right to amend the payment terms applicable to new orders at any time.

Missed and/or late payments in respect of that agreed shall result in the application of default interest in accordance with art. 5 of Legislative Decree 231/2002, as amended. Moreover, in the event of any missed and/or late payments in respect of the terms provided for, CALEFFI may suspend or cancel, at its own discretion, all or some of the orders sent by the CUSTOMER, even if already accepted, and any services provided to the same.

The CUSTOMER shall pay all the taxes, duties and other fiscal and/or administrative charges, as well as costs of any kind provided for by state, government and/or administrative bodies related to the purchase, importation, exportation and resale of the products purchased from CALEFFI.

## *Art. 5 Warranty*

### **5.1 Terms of Warranty**

If selling to a CUSTOMER that is not a consumer, the provisions of the Italian Civil Code concerning warranties shall apply in accordance with art. 1490 et seq. of the Italian Civil Code.

If selling to a CUSTOMER that is a consumer, the products sold by Caleffi are covered by warranty as provided for by Legislative Decree no. 206 of 6 September 2005, part IV, title III, chapter I, as amended, in cases where the Consumer is resident in Italy.

In accordance with art. 2 of EU Directive 2019/771, the term "Consumer" means any natural person who, in relation to contracts covered by this Directive, is acting for purposes which are outside that person's trade, business, craft or profession.

If the Consumer is resident in another Member State of the EU, said Consumer has the right to a warranty provided in accordance with the national laws applicable to the same concerning the sale of consumer goods, issued in implementation of EU Directive 2019/771, as amended.

Consumers who are resident or domiciled outside of the EU have the right to a warranty in accordance with any other binding provisions that are territorially applicable with regard to the sale of consumer goods. The warranty is subject to the correct use and installation of the Product.

CALEFFI may not be deemed liable for any malfunction or defect attributable to the erroneous installation, use or maintenance of the products purchased or the failure to follow the instructions indicated in the instruction manual and/or on any warning labels.

The warranty does not cover all the parts deemed to be "consumer" parts and/or subject to normal wear and tear and expires if the causes of the problem are attributable to accidents, improper use, negligence, inappropriate use or use outside of the scope of the supply and more generally attributable to negligence or actions performed on the product by the CUSTOMER without the written permission of the Seller.

CALEFFI shall not be liable for the costs to disassemble, transport, reassemble, reinstall or test the products covered by this warranty.

### **5.2 Product returns**

The warranty services must only be performed at CALEFFI's production site located in Fontaneto D'Agogna, S.R. 229 no. 25.

The shipping costs, there and back, shall be borne by the CUSTOMER who also assumes the risks while the goods are in transit.

CALEFFI reserves three months as of the date of receipt in order to carry out the necessary checks and/or work and to ship the material.

For all the products returned and checked, CALEFFI undertakes to indicate any anomalies found, the work performed or the reasons why no repairs were carried out.

Where it is possible to do so based on the initial checks made by CALEFFI, the products under warranty will be repaired. However, where it is not possible or financially viable to carry out the repairs, CALEFFI undertakes to replace the product with a new one of the same type. Any other warranty is excluded.

If no flaws or defects are found, the repairs will not be covered by the warranty and the CUSTOMER will be charged for the labour costs and tests performed.

In the event that the products are no longer covered by the warranty, CALEFFI will provide a quote for the cost of the repairs, which the CUSTOMER will be required to return duly signed for acceptance within 30 days. In the absence of a quote signed by the CUSTOMER, CALEFFI shall not proceed with repairing the equipment no longer covered by the warranty.

#### *Art. 6 Complaints*

The CUSTOMER shall immediately examine the products purchased with due diligence and attention when they arrive at their warehouses and shall, without delay, communicate any defect or non-conformance of the Products.

Under penalty of invalidity, the CUSTOMER's complaint must be received by CALEFFI within 8 days of the date of receiving the goods and, in the case of sales with staggered deliveries, reference will be made exclusively to the individual delivery or deliveries with which the complaint is concerned.

Any complaints for claimed defects, flaws or irregularities in the goods do not, in any case, release the buyer from the obligation to promptly and accurately pay the invoices.

#### *Art. 7 Liability*

Under no circumstances shall CALEFFI be held liable for indirect damages suffered by the CUSTOMER or by third parties, such as, by way of example and not limited to, damage to image, loss of profits, production or contracts, penalties or reimbursements of any kind, etc.

Except in cases of wilful intent or gross negligence on the part of CALEFFI, liability and any consequent compensation due to the CUSTOMER from CALEFFI shall be limited to the purchase price paid by the CUSTOMER for the CALEFFI product or products with which the complaint and/or non-compliance is concerned.

#### *Art. 8 Privacy and industrial property*

The company and the trademarks used by CALEFFI are the sole property of the same and are protected by industrial property laws.

The CUSTOMER cannot claim any right or ownership over the aforementioned company or trademarks. Such a claim may not be made directly or indirectly or through an intermediary person, company and/or body.

Unless authorised in writing by CALEFFI, the CUSTOMER is not permitted to use the "CALEFFI" trademark or any other legally protected marks owned by CALEFFI. When using the "CALEFFI" trademark,

where permitted, both online and offline, the CUSTOMER must always respect the font, size, proportions, colour and graphics indicated by CALEFFI in its instructions.

For any authorised online use of the "CALEFFI" trademark and graphics of the products marketed by CALEFFI (and, in any case, any name, image and/or text sent by CALEFFI to the CUSTOMER which identifies CALEFFI or the products marketed by the same) on Facebook, Instagram, Twitter, LinkedIn and/or any other social network associated with the CUSTOMER, the CUSTOMER undertakes to ensure that the "CALEFFI" trademark, the product graphics and any name, image and/or text that identifies the CALEFFI company or products marketed by the same are not used in combination with other content of an insulting, defamatory, discriminatory, libellous, offensive and/or obscene nature whether directed at third parties and/or with regard to the CALEFFI trademark.

In accordance with Regulation (EU) 2016/679 (General Data Protection Regulation - GDPR), as amended, as well as in accordance with Legislative Decree 196/2003 (Personal Data Protection Code), as amended by Legislative Decree 101/2018, CALEFFI informs the CUSTOMER that any personal data subject to processing will be processed in accordance with the aforementioned provisions, as further specified in the Privacy Notice (Articles 13 and 14 of EU Regulation 2016/679) available at the following link:

<https://www.caleffi.com/it-it/privacy>

#### *Art. 9 Miscellaneous*

The invalidity, illegality, nullity, voidability or ineffectiveness of any provision of these T&Cs or part thereof shall not affect the validity, legality or effectiveness of the remaining provisions, which shall continue to be valid and effective and, if necessary, shall be interpreted in a sense in which they can have some effect. These T&Cs are drafted in Italian and English. In the event of any discrepancy between the two versions, the Italian language version shall prevail.

#### *Art. 10 Export Control, International Economic Sanctions and No Exportation Clause*

10.1 The CUSTOMER: (i) acknowledges and agrees that the export of the products procured from CALEFFI outside the customs territory of the EU and/or towards certain entities or destinations could be subject to control by competent authorities; (ii) represents and warrants to have put in place all the necessary measures to comply with Italian, EU, UK and/or US laws and regulations on export control and international economic sanctions and undertakes not to export such products to clients with whom it is prohibited doing business under EU, UK and/or US regulations. The CUSTOMER relieves CALEFFI of any liability, damage or cost that may arise from any violation of the applicable provisions concerning export control and international economic sanctions in relation to the products, or any spare parts, procured from CALEFFI.

The CUSTOMER acknowledges that changes to US, EU, UK or other applicable export control and sanctions laws and regulations, as well as failure to obtain any authorization, could limit or prohibit any ongoing transactions ("**Excusing Event**"). If, as a result of an Excusing Event: (i) the performance of the obligations of CALEFFI may be deemed unlawful or invalid, CALEFFI shall have the right to terminate with immediate effect the affected transaction, by simple written notice and without any liability or obligation of any kind in respect to the CUSTOMER; (ii) the performance of the obligations of CALEFFI results to be impossible or excessively burdensome, the transaction shall be suspended until the Excusing Event is



terminated, while CALEFFI and the CUSTOMER shall endeavor to minimize the prejudicial effects of such suspension.

## **10.2 No Exportation Clause**

CUSTOMER covenants, represents and warrants that the Products supplied from CALEFFI will not be sold, supplied, transferred or exported, directly or indirectly (including by means of representatives, agents, distributors or any third parties), to any natural or legal person, entity or body in the Russian Federation or Belarus and/or re-exported for use in the Russian Federation or Belarus, or transferred for intended final use in the territory of the Russian Federation or Belarus.

CUSTOMER covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the Products and undertakes to promptly notify CALEFFI all such contracts as well as all breaches of the above covenants, representations, and warranties.

CUSTOMER acknowledges that CALEFFI is under a duty to notify the Italian authorities any breach of the above covenants, representations, and warranties.

In case of breach of any of the above covenants, representations and warranties by CUSTOMER at any time, CALEFFI shall be entitled to terminate the sale contract and all other pending sale contracts executed between CALEFFI and CUSTOMER pursuant to article 1456 of the Italian Civil Code by written notice, without prejudice to its right to immediately receive all the contractual consideration irrespective of any contractual delayed payment provision in the Contract and claim damages and take any legal actions.

CUSTOMER shall indemnify and hold harmless CALEFFI against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by CALEFFI as a result of any such breach.

### *Art. 11 Court of Jurisdiction and Applicable Law*

Any contractual or non-contractual dispute arising concerning the interpretation, validity, effectiveness, execution or termination of these T&Cs and the sales governed by the same shall be subject to the exclusive jurisdiction of the Court of Novara.

These T&Cs are subject to Italian law.