

The present General Terms and Conditions of Sale (hereinafter, "Terms") exclusively govern any agreement for the sale between Caprari S.p.A., with registered office in Modena, via Emilia Ovest 900 41123 (hereinafter, "Caprari") and its clients (hereinafter, "Buyer(s)", Caprari and Buyer(s) hereinafter also "Parties") related to the products commercialized by Caprari, spare parts included (hereinafter, the "Product(s)"). The Terms apply exclusively in case the Buyer is a professional and the agreement is executed within the scope of the business activities of the Buyer. The Terms do not apply to any sale to "consumers" pursuant to the definition under Italian and European regulations on that subject.

1.1 Unless otherwise agreed in the agreement, all Products are warranted against defects or malfunctions for a period of 12 (twelve) months from the invoice date. The replacement of any components or Products under warranty does not extend the warranty duration.

1.2 Defects must be reported by the Buyer in writing, within 8 (eight) days of the defect being discovered under penalty of forfeiture pursuant to article 1495 Italian Civil Code. In reporting a defect, the defect discovered and the Products' identification details must be indicated: model, delivery date, serial number, invoice number. Caprari shall reserve the right to examine or have examined the Products that the Buyer declared to be non-compliant or defective.

1.3 The warranty is excluded in the following instances: (i) the Product has been improperly used (applications not provided in the operation manual provided by Caprari, incorrect installation, incorrect commissioning and/or adjustment); (ii) modifications or repairs to the Products carried out by the Buyer and not expressly authorized by Caprari; (iii) lack of the preventive and ordinary maintenance as specified in the operation and maintenance manual; (iv) replacement of components with non-original components; (v) the Products have been stored in unsuitable environments / not compliant with Caprari's instructions; (vi) natural wear and tear, galvanic currents, chemical corrosion, power supply anomalies, electrical connections not specified in the operation and maintenance manual, mechanical activation anomalies; (vii) incorrect selection by the Buyer of the product and/or system components, incorrect settings by the Buyer and/ or defects related to secondary devices (i.e. activation, adjustment and control systems); (viii) damages caused during transportation; (ix) damages due to force majeure.

1.4 The warranty intervention is strictly subject to the timely compliance of the Buyer with all the obligations arising before the complaint and those expiring during the operations related to the warranty itself.

1.5 The warranty intervention, subject to a prior as-

essment by Caprari on the warranty applicability, shall include, at the choice of Caprari, the repair or replacement of the defective components, unless otherwise agreed in writing between the Parties. The Products that during the warranty period show malfunction defects or construction defects must be sent, together with the document proving the purchase, upon written authorization by Caprari, "DDP" "delivery duty paid" (" Incoterms® 2020 ") by the Buyer to Caprari or to the authorized Service Center which, in case of positive verification of the warranty conditions, shall carry out the reparation or the replacement.

1.6 All costs relating to the dismantling of the Products from the place in which they were installed, to the transportation and to the subsequent reassembly are always under the Buyer own costs.

1.7 Once the reparation is completed, Caprari shall send a notice to the Buyer informing that the Products are ready to be collected (hereinafter, "Reparation Notice"). The Buyer is obliged to collect the repaired Products within 30 (thirty) days from the aforementioned notice and acknowledges that, in the event of missed collection in due time, Caprari shall have the right to deposit the uncollected Products by the Buyer at the latter's risks and expenses. The Buyer also acknowledges that, after 45 (forty-five) days from the Reparation Notice, without the Buyer having collected it, Caprari shall have the right to apply a penalty of 50.00 (fifty/00) Euro per week up to a maximum amount equal to half the purchase price of the Product, without prejudice to further damages.

1.8 In any case, the Buyer undertakes to collect the Products no later than 180 (one hundred and eighty) days from the Reparation Notice, expressly authorizing Caprari to dispose of the Products not collected within the aforementioned term. The same discipline shall also apply to Products not collected by the Buyer following the assessment (positive or negative) by Caprari regarding the applicability of the warranty.

1.9 If it is agreed that the repairs under warranty are carried out on the place, Caprari undertakes to replace, free of charge, the spare parts subject to the warranty terms.

1.10 Moreover, if it is required, Caprari shall provide specialized workforce for repairs with the prior agreement that these services shall be charged according to the rates of the A.N.I.M.A. bulletin (Federation of National Associations of Mechanical Industries) in force. At the Buyer's own costs are also all the means necessary for the handling of materials and the success of the repair and for the necessary labourers assistance which promptly shall be made available to Caprari personnel. The Buyer is also responsible for the costs of transportation, board and lodging of Caprari staff made available for repairs outside the

Caprari offices.

1.11 In any case, the replaced parts remain the property of Caprari.

1.12 The reported Product's defects by Buyer to Caprari does not authorize the Buyer: (i) to suspend the due payments; (ii) to consider terminated or to request termination of the agreement.

1.13 The warranty provided by Caprari is limited to the repair or replacement of the defective Products only. Any liability for any direct and/or indirect damages arising from the sale and use of the Products such as, but not limited to: line stops, interruption and/or loss of production, lost or limited revenues, costs, etc. is excluded. In any case, Caprari's liability as regard to the agreement with the Buyer or any other relationship is limited to the price paid by the Buyer for the Products.

1.14 Caprari shall not be responsible for any accident to persons or things for or during the use or due to or depending on the Products.

1.15 Caprari shall not be responsible in case of infringement to patents, trademarks, models or other industrial or intellectual properties' rights, if the Products are made at the request of the Buyer and / or the distributor or are based on drawings, indications or models provided by them.

1.16 These Terms, without prejudice to mandatory applicable legal provisions, constitute the only warranty that Caprari provides in relation to the Products. The warranty is expressly provided in replacement of any other warranty or statement, whether explicit or implicit, including any warranty regarding the adequacy of the Products.