

## GENERAL CONDITIONS OF SALE

### ART. 1: FOREWORD

**1.1** These General Conditions of Sale (the "General Conditions") shall apply, unless otherwise expressly agreed, to all supplies of the products marketed by Varisco S.r.l. (hereinafter also the "Seller"), including also all the accessories and replacement parts. These General Conditions are deemed to be known and accepted by the buyer (hereinafter also the "Customer"), including by way of mere facts of conducts implying intent to contract.

**1.2.** Any exceptions and/or modifications to these General Conditions shall be deemed valid exclusively when agreed upon by the Parties in writing.

### ART. 2: ORDERS AND CONCLUSION OF CONTRACT

**2.1.** Unless expressly agreed otherwise, an order shall be deemed to have been accepted, and, consequently, the sale agreement shall be deemed concluded, after it is signed in acceptance thereof by the Seller, or after the Seller sends the Buyer the relative order confirmation. Unless otherwise agreed, any price estimates or quotes sent by the Seller to the Customer shall not constitute, in any way or form, any contractual sale proposals, but rather a mere invitation to the Customer to formulate the order.

**2.2.** A supply order sent by the Customer shall not be binding upon the Seller until such order is duly accepted by the latter, as indicated in point 2.1 above, and shall be deemed as an irrevocable proposal for purchase, pursuant to Article 1329 of the Civil Code, valid and effective for a period of 10 days of the date of receipt thereof by the Seller. The supply order sent by the Customer is thus irrevocable and may not be cancelled and/or amended without the prior written consent of the Seller.

### ART. 3: DELIVERY TERMS AND CONDITIONS

**3.1.** Delivery times, calculated in working days shall never be binding upon the Seller, and shall thus be intended as merely indicative and not essential. Under no circumstance whatsoever shall the Seller be deemed liable for any damage, including indirect and/or of any kind or nature, which may be suffered by the Customer in consequence of the failure to deliver the merchandise within the time-frames indicated, if any. The delivery times shall be reckoned from the day in which the sale agreement is concluded, as indicated in point 2.1 above, and may be interrupted in the following cases:

a) unforeseeable circumstances and/or force majeure and/or other circumstances not ascribable to intent and/or gross negligence on the part of the Seller, such as, by way of example and not limitation, strikes, trade union action, lockouts, fires, floods, unforeseen production disturbances, unforeseen shortages of staff, unforeseen shortages of raw materials and/or power;

b) impediments to, or delayed or failed delivery of materials to the Seller by its suppliers, for facts not ascribable to the Seller;

c) failure, by the Customer, to promptly provide the information requested by the Seller for the proper discharge of the order;

d) failure to provide the agreed consideration within the agreed deadlines;

e) changes to the supply order made by the Customer, including when accepted by the Seller.

The delivery times shall start being reckoned ex novo on the day following the one when the reason that caused the interruption thereof

ceases to apply.

**3.2.** Delivery times shall be deemed to have been complied with and the delivery shall be deemed to have been completed, for all intents and purposes, on the day in which the buyer is sent notice that the goods are ready for dispatch and/or on the day the goods are collected by the buying party and/or by its appointees.

**3.3.** In the event the buyer should be subject to any protests, seizures, confiscations, and/or, more generally, any other detrimental actions liable to cast doubt over the solvency of the buyer, and consequently over the latter's capacity to provide the due consideration within the agreed times (for example, the revocation of a credit line), the Seller may, at its sole and final discretion, suspend the performance of the agreement pursuant to and by effect of Article 1461 of the Civil Code until such time as the Buyer shall have provided suitable guarantees.

### ART. 4: SHIPMENT AND DELIVERY

**4.1.** Unless otherwise agreed, the merchandise is normally sold ex warehouse of the Seller, and shall be collected by the Buyer and/or by a third party expressly appointed thereto, by and no later than 10 days from the notice that the merchandise is ready for dispatch. The Customer shall be responsible for promptly conveying to the Seller the name of the courier appointed to collect the merchandise.

**4.2.** Where the merchandise is agreed to be dispatched to the Buyer, such operation shall at all times be at the risk and expense of the latter, including in case of free on-site delivery. The Seller shall thus not be held liable for any damages suffered by the merchandise during transport.

**4.3.** Should the Buyer fail to collect the merchandise within the deadlines indicated in Article 4.1 above, or fail to promptly provide written instructions on preferred shipment methods, the Seller shall be free to dispatch the merchandise in the manner it shall deem most opportune, with express exclusion of any and whatsoever liability, and at the cost and expense of the Buyer. In any case, the Seller shall have the right to invoice the products ordered, and claim from the Buyer, by way of damage compensation, the costs borne on account of storage, deposit, and custody of the merchandise.

**4.4.** At the moment of delivery, the all the risks, custody the merchandise are transferred to the buyer, with full release of the Seller.

**4.5.** The stipulation of any insurance policies covering the risks deriving from transport is remitted to the free choice of the Buyer, who shall bear all the costs relating thereto.

### ART. 5: PRICES AND TERMS AND CONDITIONS OF PAYMENT

**5.1.** Unless otherwise agreed, the merchandise shall be subject to the prices indicated in the official price list, applicable to the Varisco brand products being sold, valid at the time the contract is concluded, such time being reckoned as detailed under Article 2.1 above. The Seller may grant discounts to the Buyer, or make changes to the prices indicated in the respective price lists.

**5.2.** The prices are always intended as expressed in Euro, net of the VAT rate applicable at the time of invoicing. In case if requested the Invoice in a different currency, the prices expressed in currencies other than the Euro may vary in relation to the relative exchange rate.

**5.3.** Payments must be made directly to the address of the Seller, in accordance with the manners and within the time-frames agreed. Any cost relating to taxes, packaging, loads, transportation, insurance, freight, customs, and so forth, shall be exclusively borne by the Buyer, and itemized separately in the invoice.

**5.4.** In the event of failure or delay of due payments within the agreed times, the Buyer shall be charged interest on arrears in the rate detailed under Article 5 of Legislative Decree 231/2002, applicable starting on the day after the deadline for payment, without prejudice to the Seller's right to claim further damage. Where the Parties have not set a specific payment deadline, the provisions of Article 4 of Legislative Decree 231/2002 shall apply.

**5.5.** It is understood that any extension of any agreed payment deadlines and/or the renewal of promissory notes issued and/or the recall, on request by the Customer, of checks deposited for collection, shall not constitute, in any manner whatsoever, the novation of the contractual relationship in place, but shall rather be deemed as the Seller's mere tolerance to the Buyer's breach of contractual terms, and do not exclude the application of interest on arrears in the rate indicated under Article 5.4 above.

**5.6.** Unless otherwise agreed, any advances paid by the Customer upon entering into the agreement shall be held by the Seller by way of confirmation deposit pursuant to and by effect of Article 1385 of the Civil Code. In case of default, such sums shall thus be detracted from the purchase price; conversely, in case of default of the Buyer, the Seller shall have the right to withdraw from the agreement, and retain the deposit, without prejudice to the Buyer's right to claim further damages.

**5.7.** For no reason and under no circumstance whatsoever may the Buyer suspend and/or postpone the payment of the agreed consideration, including in the event of dispute and/or complaints raised on account of any flaws and/or defects in the merchandise supplied.

**5.8.** The Customer may not offset any sums payable to the Seller for the supplies with any other sums receivable by the Seller, without the written consent of the latter.

#### **ART. 6: PACKAGING**

**6.1** The costs relating to the packaging are generally included in the supply prices. Any requests and/or requirements for special packaging shall thus be charged to the Customer, and the relative costs shall be itemized separately in the invoice. The packaging may not be returned.

#### **ART. 7: WARRANTY**

**7.1.** Unless otherwise agreed, the Seller grants its buyers a 12 (twelve) month product warranty, reckoned as of the date of delivery of the merchandise. The terms and conditions provided under Article 1495 of the Civil Code shall apply.

**7.2.** The warranty consists exclusively in the partial or total repair or replacement of the defective merchandise, ex works and/or ex warehouse of the Seller, and/or the Seller's authorized workshop. Any additional cost or expense shall be borne exclusively by the Buyer. The product at issue must be sent and/or delivered by the Buyer, at its own cost and expense, to the authorized workshop indicated by the Seller. The warranty also excludes any cost relating to any on-site services by the technical staff appointed by the Seller or by the authorised workshop, such as, by way of example and not limitation, labour costs, and travel, food, and accommodation costs, etc.

**7.3.** The warranty shall in any case be subject to confirmation that the malfunction detected in the product is ascribable to a manufacturing defect, based on the final judgement of the Seller. Any form of warranty for malfunctions and/or breakdowns due to improper use, carelessness, negligence, or incompetence of the Buyer, or due to its non-compliance with the instructions contained in the manual of use and maintenance, is expressly excluded. Any form of warranty for flaws and/or defects

deriving from external factors (chemical and/or atmospheric agents) or from repairs, replacements and/or operations carried out on the machinery directly by the Buyer and/or by third parties appointed by the latter, without the intervention of an assistance centre being authorized by the Seller and/or without the use of original replacement parts, is expressly excluded.

**7.4.** The warranty is expressly excluded for those parts of the goods which, by their very nature and utilization, are subject to normal wear and tear or are consumable parts.

**7.5.** The Buyer may no longer claim any warranty under this Article where it fails to comply with the contractual obligations undertaken, particularly with respect to the terms and conditions of payment of the consideration agreed.

#### **ART. 8: COMPLAINTS AND OBJECTIONS**

**8.1** Upon delivery of the merchandise, the Buyer is held to make sure that the product purchased is compliant with the order. Any complaints and/or objections must be sent in writing to the headquarters of the Seller, on penalty of expiry of the right to raise such complaints and objections, by and no later than 8 (eight) days of delivery. In case of shipment, any complaints for missing items, tampering, and/or signs of damage shall be taken into consideration only when reported directly to the courier upon receipt of the merchandise, and indicated in the official delivery note. In the absence of any reports within the terms and in the manners indicated above, the merchandise supplied shall be deemed to have been accepted in full.

**8.2.** An objection concerning one single shipment does not affect the validity of the remaining shipments, or any other present or future orders, and does not entitle the Buyer, in any way whatsoever, to default its obligation to provide the agreed price for the shipments delivered.

#### **ART. 9 INSTALLATION AND LINE CONNECTION**

**9.1.** Unless otherwise agreed in writing, the installation of the product and the line connection to power and water systems are not included in the supply price. The relative costs shall thus be invoiced separately. Any specialized technical work on site for the first test-run will also be invoiced separately.

#### **ART. 10: DESIGNS AND TECHNICAL DOCUMENTATION**

**10.1.** The illustrations and the characteristics contained in the catalogues and/or in any other documentation on the Varisco products are intended as merely indicative. The Seller and/or by the manufacturers may modify the products in any manner that is deemed most opportune, without any obligation to notify the Buyer in advance, and merely informing the Buyer of such modifications, as long as the functionality of the products is not altered. Consequently, the Seller reserves the right to change the sums due by way of consideration in the event of increases in labour or material costs.

**10.2.** The utilisation, reproduction, copy and/or transfer to third parties, including without consideration, of any of the information and know-how contained in the technical documentation and in the designs handed to the Buyer together with the products, are expressly forbidden, unless expressly authorized by the Seller.

#### **ART. 11: EXPRESS TERMINATION CLAUSE**

**11.1.** In the event of failure and/or delay in providing the due payment, this agreement shall be deemed automatically terminated pursuant to and by effect of Article 1456 of the Civil Code.

**11.2.** Where the terms and conditions of sale include payment in

instalments, the Buyer's failure to pay 2 (two) instalments, including non-consecutive, on the agreed deadlines, shall cause the acceleration clause to come into effect. The Seller shall thus be entitled to act to obtain the full payment of the outstanding price, or invoke the ipso iure termination of the agreement pursuant to Article 1456 of the Civil Code.

#### **ART. 12: RETURNS**

**12.1.** The Seller reserves the faculty, which it may exercise at its sole discretion, to accept the return of delivered and non-used products, provided that their packaging is still intact. The merchandise must be returned in any case by and no later than 15 days of delivery, at the risk, cost, and expense of the Customer. In this case, the Seller shall issue a relative credit note, with the faculty to detract 20% of the taxable price invoiced to cover internal costs and expenses, and only after having checked and confirmed that the returned material is intact and undamaged.

#### **ART. 13: WITHDRAWAL**

**13.1** The Seller may unilaterally withdraw from the sale agreement, effective immediately, in the event in which, prior to the delivery of the products sold and purchased, there are grounds for doubt as to the solvency of the Buyer, including based on the cases listed under Article 3.3. above, and the Buyer, despite a request to such effect, is not willing to make an advance payment and/or provide any more suitable form of guarantee. The exercise of such faculty to withdraw from the agreement does not entitle the Buyer to any indemnification and/or damage compensation.

#### **ART. 14: ASSIGNMENT OF RECEIVABLES**

**14.1.** The Seller may assign to third parties, at any time, the receivables owed by the Buyer by way of consideration for the products supplied.

**14.2.** Any such assignment shall be communicated to the Buyer via registered mail with proof of receipt sent to the Buyer's registered offices.

#### **ART. 15: JURISDICTION AND VENUE**

**15.1.** In the event of any dispute arising out of the performance and/or application and/or interpretation of these General Conditions of Sale, the Parties agree that Court of Padua, Italy, shall have exclusive competence and jurisdiction over such disputes, with express exclusion of any other venues with competence under the law.

#### **ART. 16: TRADE COMPLIANCE**

Any quotation is legally binding upon Varisco Srl only after the Customer has received a written acceptance from Varisco Srl of any order from the Customer based on that quotation and Varisco Srl can at any point in time withdraw the quotation until its written acceptance.

By placing the order, the Customer certifies that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, the Customer certifies to comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

The Customer will immediately notify Varisco Srl in writing of any breach of this statement.

Varisco Srl shall not be obligated to fulfil a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfilment, if such fulfilment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

Varisco Srl shall have the right to terminate a binding order or

agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfilment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The Customer shall indemnify Varisco Srl for any direct or indirect damages arising in consequence of any breach of this statement.

#### **ART. 17: PRIVACY POLICY AND CONSENT TO THE PROCESSING OF PERSONAL DATA**

##### **Information notice on the processing of personal data**

In compliance with the legislation on personal data protection (in particular European Regulation 2016/679 - GDPR - and Legislative Decree 196/2003 - Privacy Code -) we hereby provide you with the following information notice regarding the processing of your personal data.

##### **Data Controller**

Varisco S.r.l., with head office in Via Prima Strada, 37 - 35129 Padova (PD), is the data controller for your personal data. You can contact the Data Controller for further information on the processing of your personal data and/or to exercise your rights (listed in the points below) in writing to the following address [varisco@legalmail.it](mailto:varisco@legalmail.it).

##### **Legal grounds and purpose for the processing**

We process the data that you provide within the form in order to provide you with the requested services; the provision of data is therefore necessary to provide the service. Your data will also be processed, on the basis of legitimate interest, to provide you with further information regarding Varisco S.r.l.'s products. If you do not wish to receive such communications, you may communicate this by ticking the box "I do not wish to receive information" at the bottom of this notice. In any case, you may decide to stop receiving information on Varisco S.r.l. products at any time by writing to the address [varisco@legalmail.it](mailto:varisco@legalmail.it).

##### **Scope of data disclosure**

Varisco undertakes not to sell or share your Personal Data outside the Atlas Copco group of companies. Your data will not be disclosed to third parties except for the purposes indicated in the previous point, or for complying with legal obligations or orders by the authorities. Except for legal obligations or orders by the authorities, in no case will your data be disclosed to the public.

##### **Timeframe of storage**

Your data will be stored only for the time necessary to achieve the purposes indicated above, timeframe that, without prejudice to your opt-out right, is set at 5 years from collection.

##### **Data subject rights**

As data subject in the processing of personal data, in accordance with Articles 15-22 GDPR, you have the right to obtain the access to, rectification and deletion of your personal data, that is, the right to obtain:

- i. confirmation as to whether or not personal data concerning you exist, regardless of their being already recorded, and their communication in intelligible form;
- ii. the indication of the origin of the data, the purposes and methods of processing, the categories of personal data in question, the details of the Data Controller and Data Processor, the persons or

categories of persons to whom the data may be disclosed or who may become aware of the data in their capacity as data controllers or processors, the storage period or, if this is not possible, the criteria for determining it;

- iii. the updating, rectification or integration of data, the deletion<sup>1</sup>, transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed, the certification that the operations required have been notified, including their contents, to those to whom the data were disclosed or disseminated, unless this requirement proves impossible or involves means manifestly disproportionate to the protected right.

In addition, you have the right to request the limitation of the processing of your data and their transfer to a different data controller (right to data portability<sup>2</sup>) and to oppose, for legitimate reasons, the processing of your data, even if pertinent to the purpose of their collection, or oppose, in whole or in part, (among others, in relation to specific media) the processing of your personal data for the purpose of sending advertising or direct sales material, or for carrying out market research or commercial communications.

If you believe that the Data Controller is in breach of personal data protection legislation, you may lodge a complaint with the Italian Data Protection Authority and/or other competent supervisory authorities.

The above rights can be exercised with a request made without any formalities to the following address [varisco@legalmail.it](mailto:varisco@legalmail.it).

- ☐ I do not wish to receive information about Varisco S.r.l. products.

---

<sup>1</sup>In particular, you have the "right to be forgotten", that is, the right to the deletion of your personal data and to stop processing of the same, if those data are no longer needed for the purposes for which they were collected or otherwise processed, when you have withdrawn your consent or opposed the processing of your personal data, or when the processing of your personal data is not otherwise in compliance with the GDPR. The Data Controller undertakes to inform the other data controllers processing your personal data to delete any link to or copy of such personal data, taking into account the technology available and the means available to the Data Controller, including technical measures.

With regard to the exercise of the right of deletion, further storage is permissible in order to exercise the right to freedom of expression and information, fulfil a legal obligation, perform a public interest task or in the exercise of public powers vested in the Controller, for reasons of

public interest in the public health sector, for archiving in the public interest, for scientific or historical research or for statistical purposes, or to establish, exercise or defend a right in court.

<sup>2</sup> In particular, you have the right to receive your personal data in a structured format, in common use and readable by an automatic device, and you have the right to forward such data to another data controller without hindrance by the Controller, if: (i) processing is based on consent pursuant to Article 6(1)(a) or Article 9(2)(a) or a contract pursuant to Article 6(1)(b) of the GDPR; and (ii) processing is carried out by automated means. If technically feasible, you have the right to obtain the direct transmission of your personal data to another data controller, without prejudice to the "right to be forgotten" and without prejudice to the rights and freedoms of others.