

GENERAL TERMS OF SALE

This document contains the General Terms of Sale in force since 01/11/2017, which govern the sale and purchase relationship between Mattiussi Ecologia Srl (Seller) and its Customers (Purchasers), for any type of product and service. / Order: Contains the list of products and services requested and any special conditions governing the relationship. / Supply Agreement: Contains all the clauses designed to regulate a more complex relationship, depending on the type of supply. / General Terms of Sale: Apply to all Supplies and may only be departed from in a Contract or an Order where expressly provided for. They form an integral and substantial part of each offer and order confirmation.

1) GENERAL

1.1 Delivery is subject to acceptance of these GENERAL TERMS OF SALE by the Purchaser, who shall return them to the Seller, countersigned for acceptance. The application of these Terms by the Seller is mentioned in all order confirmations sent by the latter to its Customers. 1.2 If the Terms are not returned duly signed, the Seller shall be entitled to consider the order cancelled. Performance of the contract, however, shall be deemed to constitute tacit acceptance of these Terms, unless the Purchaser has expressly objected to their contents in writing prior to performance. 1.3 Acceptance, whether express or implied, constitutes a waiver by the Customer of the application of the Customer's general and special Terms of Purchase. Any term contained in the order that modifies, conflicts with or contradicts these terms shall be deemed invalid and unenforceable unless the Terms provide otherwise. The Seller does not recognise any verbal agreements or undertakings of its officers or representatives: any deviations from these terms must be in writing. 1.4 The Seller reserves the unquestionable right to modify these Terms at any time, giving express notice to Customers. The order is intended as an irrevocable purchase proposal, whereas it shall only be deemed to be accepted by the Seller following confirmation or performance of the order.

2) ORDER PROCEDURES

2.1 All orders shall be submitted in writing and complete in all parts necessary for the correct identification of the Products and Services requested. No telephone or verbal orders will be accepted. 2.2. The Purchaser may request the cancellation or modification of the order only before the order has been performed, by written communication. 2.3. The Seller reserves the right not to accept changes to or cancellation of the order in relation to its progress. Modifications and cancellations must be expressly accepted by the Seller in order to take effect. The Purchaser shall in any case pay for the part of the order already performed prior to the modification/cancellation.

3) PRICES AND TERMS OF PAYMENT

3.1. The Seller's offers, unless expressly waived in writing in the offer itself, shall be valid for a maximum of 30 days from the issue of the offer. After the expiry of this period, the offer will automatically lapse. 3.2. Prices quoted in price lists and publications are non-binding information and cannot be regarded as a "public offer". Prices are exclusive of VAT. The Seller has the right to make changes to the price lists without prior notice, giving express notification to Customers. The prices applied to the Order shall be those in force at the time of acceptance of the Order or such other prices as may be specifically agreed upon in the relevant SUPPLY CONTRACTS. 3.3. Payments shall be made on time even in the event of a delay in delivery or total or partial loss of the goods not attributable to the Seller. In the case of payment in instalments, non-payment of a single instalment shall cause all amounts to become immediately due and payable pursuant to Art. 1186 Italian Civil Code. Cheques, bills of exchange, drafts and bank receipts shall be deemed to have been paid only upon their proper discharge. 3.4 In the event of delay with respect to the agreed payment terms, the Seller shall automatically charge commercial interest pursuant to and for the purposes of Italian Law 231/2002. 3.5. In the event of delay in performance by the Purchaser, high exposure or reduction in reliance (risk of insolvency), the Seller has the right to: - demand payment in advance or cash on delivery or the provision of suitable guarantees; - suspend in whole or in part the execution of orders in progress at the date of default; - revoke agreed payment extensions, thus making all the Seller's receivables immediately due. 3.6 The Purchaser acknowledges and agrees that the Seller may assign all claims against the Purchaser, however arising from the contract/order, to a leading factoring company.

4) DELIVERY

4.1. The delivery period begins on the day of acceptance of the order by the Seller. 4.2. The Seller shall not be liable for any delays in delivery in the event of: - force majeure or extraordinary events, shortage of raw materials, restriction of energy sources; - delays attributable to the Purchaser, in particular for failure to communicate, or late communication of, data essential for processing the order; - failure to comply with the Terms of Payment, pursuant to Articles 1460 and 1461 of the Italian Civil Code. 4.3. Delays attributable to the Seller may give rise to compensation only in those SUPPLY CONTRACTS where penalties have been expressly agreed, and in any case up to a maximum amount equal to 10% of the value of the supply. 4.4. The Purchaser shall take delivery of the goods even in the event of partial deliveries or deliveries after the agreed date. All costs arising from failure to collect the goods shall be borne by the Purchaser. 4.5. In the event of changes to the order, which have been agreed by the parties in accordance with these Terms of Sale, the delivery period will be automatically extended by the time required to execute the order as changed.

5) LIABILITY AND NOTIFICATION OF DEFECTS

5.1. Unless otherwise agreed in writing between the parties, the goods shall be delivered ex works. The Seller, pursuant to Art. 1510 paragraph 2 of the Italian Civil Code, is deemed to be released from the obligation of delivery by entrusting the goods to the appointed carrier, therefore the risk relating to transport is borne by the Purchaser. In the case of returns carriage paid, expressly agreed between the parties, it shall be the Seller's responsibility to select a trusted courier. 5.2. The Purchaser shall check the quality/quantity against the order upon receipt of the goods. In the event of immediately detected anomalies/defects, the Purchaser may refuse to accept the delivery and shall in that case immediately inform the Seller of the reasons for the refusal. 5.3. In any event, the Purchaser shall notify the Seller in writing within 8 (eight) days of any non-conformities or defects in the goods, which shall be made available to the Seller for inspection. In the case of hidden defects, the period referred to above shall commence upon discovery of the defect, provided that the notification is made, under penalty of forfeiture, within a maximum of 1 (one) year after delivery. The complaint must be made in writing and addressed to the Seller by registered letter or certified email (PEC). The claim shall contain all the data necessary to trace the shipment: order number, delivery note, invoice, etc. 5.4. The Seller may, at its sole discretion and in relation to the condition and type of the goods: - supply the missing goods in case of a quantity error; - repair/replace defective goods; - grant discounts on future deliveries; - issue credit notes and arrange for collection of the goods. Any claim or dispute beyond the terms expressly indicated in the General Terms of Sale will not be taken into consideration and the goods will be deemed to conform in every respect.

6) WARRANTIES

6.1. The Seller warrants that the supply is in accordance with the order specifications, complies with the applicable rules and regulations, is suitable for the required use and is free from defects that would make it unfit for use. 6.2 Unless otherwise agreed in a separate Sales/Supply Agreement signed by both parties, the warranty on the product supplied shall be valid for the period indicated by the applicable laws and shall run from the date of receipt of the goods. 6.3. The warranty covers manufacturing defects, excluding damage or failure

caused by third parties, by abuse, negligence, modifications and accidents, or by improper use in accordance with the purpose for which the goods are intended and for parts and materials subject to normal wear and tear. 6.4. For direct interventions at the Purchaser's premises, even during the warranty period, the travel expenses of the personnel shall be reimbursed. 6.5. All warranty services will be suspended, without prior notice, in the event of insolvency or late payment by the Customer. 6.6. The Seller warrants and certifies that it complies with all applicable laws and regulations, including European Community legislation, provisions on occupational health and safety, environmental quality, marking etc.

7) TERMINATION OF CONTRACT

7.1. In the event of total or partial non-payment or breach of these General Terms of Sale, the Seller shall be entitled to suspend the supply and the related warranties, as well as to terminate the relationship immediately. 7.2. The relationship between the parties shall also be terminated *ipso jure* in the event of: - bankruptcy or other insolvency procedures provided for by law; - sale of company or business unit.

8) INTELLECTUAL AND INDUSTRIAL PROPERTY, CONFIDENTIALITY AND PRIVACY

8.1. The use of Mattiussi Ecologia Srl trademarks is governed by the relevant General Terms and Conditions, available at www.mattiussiecologia.com. In order to acquire the right to use the Marks, the Purchaser must in any case obtain a Licence of Use from the Seller, specifying the reasons and purpose of the request. The Purchaser may not use or reproduce the Trademark with shapes, colours and proportions other than those expressly described in the Technical Specifications published on the website www.mattiussiecologia.com. In no case the Licence of Use shall imply the right for the Purchaser to create websites and/or register or otherwise use Internet domains containing one or more Mattiussi Ecologia Srl trademarks, both in Italy and abroad, with any extension and in any language. The Purchaser must clearly indicate the connection between the Trademark used and the products and services of Mattiussi Ecologia Srl, in order to avoid the danger of confusion with the products and services of others. The Trademark must be clearly linked to Mattiussi Ecologia Srl products and kept distinct from competing products; it may not be used in connection with products other than those of Mattiussi Ecologia Srl. The Licence to use the Trademark is limited to the duration of the contractual relationship between the Seller and the Purchaser. The right of Mattiussi Ecologia Srl to revoke the Licence at any time remains unaffected, subject to prior notice. In any case, the Purchaser undertakes not to use, after the expiry, termination or end of the contract, any company name, denomination or trade name, sign or trademark which may be confused with the Mattiussi Ecologia Srl trademarks, or in any case likely to cause deception or confusion with the products and services of others. 8.2. The Seller retains ownership of all designs, technical documents and know-how relating to the supply and protected by trademark and patent law. 8.3. The Purchaser, its employees, agents, collaborators and subcontractors shall keep confidential the technical documents and information received in the course of the supply. 8.4. The Seller warrants that the information and personal data communicated to it will be processed in full compliance with the applicable law on the protection and processing of personal data. The Seller shall collect and store personal and commercial data relating to the Contract of Sale for the purpose of complying with legal obligations. In the event of a refusal to provide personal and fiscal data, the Seller will be unable to supply the requested goods. 8.5. The Purchaser may exercise its rights under Art. 7 of Italian Legislative Decree no. 196/2003. The data controller is Mattiussi Ecologia Srl, with registered office in Via J. Linussio, 80, 33100 Udine, Italy.

9) RETENTION OF TITLE

9.1 All goods/products subject to the sale/supply shall remain the exclusive property of Mattiussi Ecologia Srl until full payment of the agreed amount has been made. It is understood that in case of non-fulfilment by the Customer, the latter shall bear all expenses - none excluded, including legal costs and fees for both in-court and out-of-court matters - that Mattiussi Ecologia Srl will have to incur for the recovery of its goods/products wherever located.

10) SOLVE ET REPETE

10.1 The Customer shall not be entitled to raise any objection with regard to the performance of the contractual service by MATTIUSSI ECOLOGIA SRL if the Customer has not fully complied with its own obligations, in particular regarding the payment for the service, expenses, interests and compensation for damages.

11) JURISDICTION AND APPLICABLE LAW

11.1 The Court of Udine shall have exclusive jurisdiction over disputes arising from the interpretation and application of these Terms. 11.2 The law applicable to the contractual relationship shall be Italian law.

I accept these General Terms, which are also published on the website www.mattiussiecologia.com and referred to in the order confirmations. I authorise the processing of my personal, common and/or sensitive data, within the limits and in the forms established by Legislative Decree no. 196/03.
Date and signature for acceptance:

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, I also declare that I accept all the terms and agreements contained therein and that I have given special consideration to what has been established and agreed in the relevant clauses; in particular, I declare that I specifically approve the clauses and conditions listed in points: 1. Order; 2. Order procedures; 3. Prices and terms of payment; 4. Delivery; 5. Liability and warranty claims; 7. Termination of the Contract; 8. Intellectual and industrial property, confidentiality and privacy; 9. Retention of title; 10. Solve et repete; 11. Jurisdiction and applicable law.

Date and signature for acceptance