

**GENERAL TERMS AND CONDITIONS OF SALE**

These general terms and conditions of sale (hereinafter, the "**Conditions**") apply to the sale by Siliconature S.p.A. of its products (hereinafter, the "**Products**").

**1. Definitions**

1.1. For the purposes of these Conditions the terms used in capitals shall have the following meanings:

- (i) "**Siliconature**": means Siliconature S.p.A., with registered office in Via Nazionale 39 – 31010 Godega di Sant'Urbano (Treviso), Italy, VAT number and registration number with the Register of Companies of Treviso – Belluno IT00866910268.
- (ii) "**Parties**" (or, in the singular, "**Party**"): means jointly Siliconature and the Customer (or, in the singular, each of the Parties).
- (iii) "**Customer**": means any customer of Siliconature.
- (iv) "**Conditions**": means these general terms and conditions of sale.
- (v) "**Contract**" (and, in the plural, "**Contracts**"): means the contract for the purchase and sale of Products concluded between Siliconature as seller and a Customer.
- (vi) "**Product**" (or, in the plural, "**Products**"): means any product manufactured by Siliconature.
- (vii) "**Price List**": means Siliconature's official price list for the Products.

**2. Scope**

- 2.1. The present Conditions supplement the contractual agreements that may exist between Siliconature and the Customer for each sale of Products, it being understood that in the event of a conflict between the Conditions and the said agreements, the latter shall prevail.
- 2.2. These Terms may be freely amended by Siliconature which, in this case, shall promptly make the amended version of the Terms available to the Customer. It is agreed that the Terms as amended by Siliconature shall apply to all purchases of Products for which Siliconature has not yet accepted the relevant order proposal at the time Siliconature has made the amended version of the Terms available to the Customer.

**3. Arrangements for the Execution of Contracts**

- 3.1. Order proposals must be sent by the Customer to Siliconature (also by e-mail) and constitute irrevocable proposals for a period of 15 (fifteen) days from the date of receipt by Siliconature. Within the aforementioned period, Siliconature may accept orders by sending an order confirmation to the Customer. Any changes and/or additions contained in the order confirmation with respect to what is set out in the order shall be deemed to have been tacitly accepted by the Customer if the latter does not raise any objection within 5 (five) days of receipt of the order confirmation.
- 3.2. It is expressly understood that Siliconature is not obliged to accept any purchase order and may also make its acceptance or fulfilment subject to payment of part or all of the consideration due for the Products ordered or the presentation of adequate guarantees in support of such payment. In the event of non-acceptance of a purchase order, nothing shall be due to the Customer by way of reimbursement, compensation, indemnity or for any other reason, without prejudice to Siliconature's obligation to return to the Customer the amount of any consideration paid in advance for the Products covered by the refused order.
- 3.3. Any changes to orders already accepted must be confirmed, in writing, by Siliconature, without prejudice to the recalculation of delivery times and the adjustment of the remuneration.
- 3.4. In the event of any discrepancy between the provisions of the purchase order accepted by Siliconature and these Conditions, the provisions of the purchase order shall prevail.

**4. Delivery of Products**

- 4.1. The Products shall be deemed delivered when Siliconature makes them available to the Customer, at the place and within the terms agreed. The delivery terms indicated in the purchase order accepted by Siliconature are to be understood as merely indicative and, in any case, not essential for the Customer unless otherwise specified.
- 4.2. The Customer shall inspect the Products at the time of their delivery and must notify Siliconature in writing of any complaints regarding the packaging, quantity and number of Products, under penalty of forfeiture, within 1 (one) working day of their delivery.

4.3. With the exception of cases of intent and gross negligence, any liability of Siliconature for a delay in delivery of the Products is excluded. In any event, any liability on Siliconature's part for errors and/or delays in delivery due to the transport or customs clearance of the Products or, in any event, to events not directly attributable to Siliconature is excluded.

#### **5. Warranty**

5.1. Siliconature guarantees the conformity of the Products with the technical specifications set out in the Product data sheet, according to the terms and conditions stated therein.

5.2. In any case, the guarantee shall be valid upon condition that the Customer provides written notice of the defect or non-conformity detected within 3 (three) days from delivery, for apparent defects and from their discovery for hidden defects. The Parties shall determine in good faith, also on the basis of inspections or technical checks, and upon sending samples representative of the defect, whether or not the Products that the Customer has reported as defective or non-conforming are covered by the warranty under this article.

5.3. Siliconature's warranty is limited, at Siliconature's sole discretion, to replacement or refund of the price of the Products upon return of Products acknowledged to be defective or nonconforming. In any event, Siliconature is not liable for any damage that the Products may cause to third parties.

5.4. Siliconature is subject exclusively to the warranty obligations provided for by the legal provisions applicable in Italy at the time of conclusion of the sale. No further warranties, such as warranties of merchantability, warranties against hidden defects, and warranties of fitness for a particular purpose are provided for, either expressly or by implication, unless otherwise agreed between the Parties.

#### **6. Limitations of liability**

6.1. Siliconature shall not be liable for indirect, special, incidental or consequential damages (including loss of profits or money) resulting from its own breach of obligations undertaken through the acceptance of purchase order proposals, even if the Customer has made Siliconature aware of the possibility of such damages occurring. In no event shall Siliconature's liability or that of its suppliers exceed the amount paid by the Customer for the Product giving rise to the claim.

6.2. It is understood that – in view of the nature and conditions of use and/or processing of the Product – the Customer is solely responsible for the choice, destination and conditions of use of the Product. Siliconature shall not be liable for any direct and/or indirect damage arising from the incorrect choice of Product, the conditions and manner of use and the use of a given Product in a finished product.

#### **7. Product Prices**

7.1. The price of the Products is indicated in the Price List in force at the time the purchase order proposal is sent. The price list may be freely modified by Siliconature at any time. In any event, the prices shall be those indicated in the order confirmations issued by Siliconature at the time of receipt of the order proposal and/or subsequent changes communicated by updating the order confirmation or by e-mail with a new price list. Any discounts to the Customer must be confirmed, in writing, by Siliconature.

7.2. The prices stated in the Price List and/or order confirmations are understood to be in the currency indicated in the Price List and/or order confirmation, exclusive of value added tax.

7.3. Siliconature reserves the right to freely make any changes, additions and/or deletions to the Price List, without prior notice, that it deems appropriate.

7.4. Siliconature disclaims all liability for inaccuracies in the Price List, printing and/or transcription errors.

7.5. The Price List also indicates the conditions and terms of payment, which can only be validly waived in the order confirmation or by e-mail.

7.6. The transfer of ownership of the Products from Siliconature to Customer shall take place upon full, irrevocable and unconditional payment of the consideration owed by Customer to Siliconature for those Products. Until payment has been made, the Products shall remain Siliconature's property, subject to the transfer of risk to the Customer upon delivery of the Products pursuant to Article 4 above. In the event of total or partial default by the Customer, Siliconature may decide, at its sole discretion, to take back the Products delivered to the Customer for which full payment has not been received and which, therefore, remain its property. The costs for the collection of the Products shall remain the responsibility of the Customer. Siliconature, moreover, at its sole discretion, shall charge the Customer, who accepts as of now, even on a random basis, (i) the costs of reconditioning the Products, including the packaging or, alternatively, (ii) the difference between the net purchase price of the Products by the Customer and the value obtainable

from the sale of the same Products as used, the value of which shall be determined by Siliconature and is understood as of now to be accepted by the Parties.

**8. Suspension of Orders**

8.1. Siliconature shall be entitled to interrupt delivery of the Products, suspend performance of confirmed orders or subject the delivery of the Products to the prior payment and/or the provision of suitable guarantees if (i) the Customer is in breach, even in part, of one of the provisions of the Contract or the Conditions or the provisions of the terms and conditions in force from time to time between the Parties; (ii) in any case of delay or difficulty in payment; or (iii) if the Customer's solvency guarantees or, more generally, the Customer's economic capacity should fail or diminish.

**9. Reasons for non-delivery and non-execution**

9.1. The delivery, in whole or in part, of the Products by Siliconature depends on the ability of that Party to procure goods, supplies and materials using its usual sources of supply. If, for reasons related to applicable laws, regulations or provisions, or even to changed market and/or supply chain or logistics conditions, the supply, use, availability, production, delivery and/or distribution of such goods, supplies and/or materials is prevented or limited or if due to actions of the Customer or due to force majeure events such as fires, floods, tornadoes, hurricanes, epidemics, pandemics or other unforeseeable circumstances, war, acts of terrorism, accidents, trade embargoes, governmental actions, collapse of markets, strikes or lockouts or other labour problems, delays or inability to procure materials, machinery and services from Siliconature's usual sources of supply, shipping delays or any other cause or causes beyond Siliconature's control that cause non-delivery or delay in delivery and/or limitation of production or shipment of Product, Siliconature shall not be liable for any of the foregoing and may, in its sole discretion and without notice to Customer, at any time and from time to time, postpone delivery dates set forth in any Contract, make partial deliveries or unilaterally terminate, in whole or in part, any Contract with Customer.

9.2. In the event that, upon the occurrence of one of the aforementioned circumstances, Siliconature is in possession of certain Products sold pursuant to a Contract subject to cancellation, Siliconature shall be entitled to proceed with delivery limited to the Products available and the Customer shall fulfil its payment obligations in respect of those Products.

**10. Communications**

10.1. Any notices from the Customer under these Conditions or the Contracts shall be sent to Siliconature by registered letter with return receipt, PEC, or by appropriate means to prove receipt to the following addresses:

**Siliconature S.p.A.**

Via Nazionale 39,  
31010 Godega di Sant'Urbano (TV) – Italy  
e-mail: info@siliconature.com  
Pec: pec@pec.siliconature.com

10.2. Siliconature reserves the right to change the aforementioned addresses at any time by amendment, pursuant to Article 2.2 above, of these Conditions.

10.3. Any notice by Siliconature under these Conditions or the Contracts shall be sent to the Customer by registered letter with return receipt, PEC or by other appropriate means proving receipt.

**11. Applicable Law and Jurisdiction**

11.1. The law applicable to these Conditions and to any Contract shall be the law of Italy, excluding the United Nations Convention on Contracts for the International Sale of Goods, Vienna 1980 (CISG).

11.2. Any dispute arising between the Parties in connection with the interpretation and execution of the Contracts and these Conditions shall be deferred to the exclusive jurisdiction of the Court of Treviso. Siliconature shall in any event have the right to bring proceedings against the Customer before the court of the Customer's place of domicile.

**12. Miscellaneous**

12.1. Neither Party shall have the right to assign or transfer any of its obligations under the Conditions or the Contract to a third party, in whole or in part, without obtaining the prior written consent of the other Party. If any obligation is assigned by one of the Parties, that Party shall nevertheless remain liable for and shall ensure the proper performance of that obligation by the assignee.

- 12.2. Should any provision of the Conditions or the Contract be held to be ineffective because it conflicts with any legal regulation, the Parties shall amend the Conditions or the Contract so as to ensure compliance with such regulation. The invalidity of a provision of the Conditions or the Contract shall not affect the validity of the remaining provisions, which shall remain valid and in force.
- 12.3. Failure by either Party to exercise any right or power reserved to it in the Conditions or the Contract shall not be construed as a waiver of such right or power or in any way affect the validity of the Conditions or the Contract. Such non-exercise shall not preclude either Party from subsequently asserting such rights and entitlements or any other rights and entitlements under the Conditions or the Contract.
- 12.4. The remedies provided herein for the benefit of the Parties, or only one of them, shall be in addition to all other remedies available to them at law, and shall be in addition to and not in substitution for rights and remedies permitted by law. Termination of the Conditions or the Contract shall not preclude rights accrued, or remedies commenced, prior to their termination.
- 12.5. These Conditions are drafted in Italian and English languages. In the event of any discrepancies regarding the interpretation of the Conditions and/or individual clauses, the text in the Italian language shall prevail.