

GENERAL CONDITIONS FOR TECHNICAL ASSISTANCE AND TRAINING

1) **OBJECT:** These General Conditions of Technical Assistance and Training (“General Conditions”) govern all existing contractual relationships and those to be negotiated between WPR SRL Unipersonale, with registered office in Spresiano (TV), Italy P.IVA IT03469020261 (hereinafter referred to as “WPR”) and the Customer in relation to the after-sales technical assistance and training activities of the Customer’s staff (hereinafter referred to as “”) of profile coating machinery (hereinafter referred to as “”) and/or machinery components, unless otherwise waived, which shall in any case be recorded in writing. These General Conditions apply to all future contracts and/or orders for technical assistance and training activities concluded between the Parties, even if not expressly mentioned. WPR will provide the technical intervention service for faults, replacements and/or repairs in order to maintain or restore the machinery in regular working condition as indicated in the WPR Order Confirmation.

2) **MODALITY OF PROVISION OF THE TECHNICAL ASSISTANCE SERVICE:** The Service will be carried out by WPR in accordance with the terms and conditions indicated in the order confirmation or otherwise agreed between the Parties also by mail. The Customer will determine when the assistance service for a machine is needed. Machinery covered by the Service must be in use by the Customer, complete with all the parts provided and in regular working conditions at the time of the start of the Service; failing this, WPR will be entitled to legitimately refuse the Service. WPR will carry out the necessary verification of the functionality of the machine. The Customer shall provide, at his own risk and at his own expense, auxiliary personnel (in quantity and time needed) and, where applicable, tools, lifting tools with operating staff, as well as any equipment necessary for the correct execution of the Service by WPR. In addition, the Customer, if requested by WPR, shall make available to the staff a dry and closed room, suitable for the storage and storage of spare parts, tools, clothing and other assets owned by WPR assistance personnel. The Customer shall also ensure that its personnel comply with the instructions of the person responsible for the assistance of WPR; WPR shall not be held responsible for any title caused by the Customer’s staff. The Customer is responsible for the possible damage or loss of equipment or tools made available by WPR at the place of intervention for facts attributable to itself and will have to ensure the safety of the working environment in compliance with current safety legislation, and ensure adequate working conditions. The Customer is obliged to instruct the WPR personnel on the specific safety regulations in force within its plant. The Client will provide, at his own expense, the necessary work permits, company entrance badges, and what else required.

3) **DURATION OF THE SERVICE:** The duration of the Service, the date of commencement of the Service and its maximum duration, for all the Machinery, is established in the WPR Order Confirmation or in other document and/or in the correspondence between the Parties.

4) **PAYMENT FOR THE SERVICE:** The consideration of the Service (hereafter “consideration”) is established in the Confirmation of Order of WPR and/or in the tariff in force at the date of the same and accepted by the Customer. The consideration is determined by WPR on an hourly basis and runs, for each intervention, from the start date of the Service; The fee shall be payable until the end of the relevant technical assistance service in accordance with Article “Duration of the Service”. The Customer Service will be counted for a minimum of one hour in addition to the right to call as indicated in the tariff, even if the duration should be shorter; After the hour, the assistance will be computed to indivisible multiples of sixty minutes. Unless otherwise specified in the Order Confirmation or otherwise agreed between the Parties, the Customer shall pay the expenses and the time spent on staff transfers multiplied by the rate applied for the intervention, as indicated in the tariff. The consideration shall be net of any tax or charge on services. The amount of such taxes or charges shall be borne by the Customer and shall be added to the consideration. In the event of late payment of the consideration at the agreed deadlines, interest shall be charged to the extent of the rate referred to in Legislative Decree No. 231/2002 and s.m.i. In the event of late payment, WPR reserves the right to suspend the execution of the Service without the Customer being able to claim any damage for failure or delayed production.

5) **SERVICES WITH ADDITIONAL CHARGE:** All technical assistance and/or training services additional to and additional to the order confirmation and/or tariff will be due in addition to the agreed consideration, with terms, conditions and terms that will be agreed in writing between WPR and the Customer. Should such services be requested, WPR may, subject to availability, make all or part of the same at the WPR hourly rates per call agreed in writing at the time of the request or determined in lump sum; the parts, materials, waiting time and travel expenses will be charged to the Customer. Services with additional charge relate to the repair of faults or the increase in repair time caused by: i) not availability of the Machinery due to causes attributable to the Customer or different programming of the timing of the Service for causes not attributable to WPR; ii) the use of machinery for purposes other than those for which it was sold

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by WPR designed; iii) accidental causes; iv) disasters, including inter alia fires, floods, water, wind or lightning; v) the transport; vi) negligence or misuse, vandalism and theft; vii) modifications (including, inter alia, any changes to the structural, mechanical or electrical design of machinery), connections, maintenance or replacement of parts carried out by personnel other than those in charge of the WPR; viii) the use of auxiliary products which produce repetitive failures.

6) EXCLUSIONS: The Service does not include the fees due for the supply and replacement of parts and/or components and/or spare parts of Machinery as indicated in the intervention report.

7) LIABILITY: The Customer declares to be the owner of the Machinery listed in the Order and/or in the Order Confirmation and relieves WPR of any and all liability in this regard, even in the case of third party claims. WPR is exempted from any liability and charge for direct or indirect damages suffered by the Customer or third parties as a result of the use of the Machinery and not attributable to WPR activities during the Service.

8) PROVISIONS RELATING TO DEFECTS AND DEFECTS: Unless expressly waived in writing, WPR undertakes to perform the assistance services in accordance with the Confirmation of the Order or in another document and also by mail correspondence. The subscription by the Customer of the intervention relationship entails full acceptance of the Service provided by WPR. Any disputes must be specifically indicated by the Customer in the aforementioned intervention report. In any case, the failure of the Client to subscribe to the intervention report does not exclude the debiting of the service/assistance and the additional costs and in no way authorizes the Client not to fulfil its service of payment. If a period of 7 (seven) working days has elapsed since the invitation to the conclusion of the intervention report, it shall be accepted. With the acceptance of the repair and assistance operation, any liability of WPR in respect of defects found in relation to the intervention is forfeited. Within 7 (seven) working days from the date of completion of the technical intervention by WPR, the Customer is obliged to notify WPR of any discrepancies and defects found. The verification shall be deemed to have been passed with a positive result in the event of express written communication by the Customer or the signing of the intervention report or if the Customer does not report defects and non-conformities within 7 (seven) solar days from the aforementioned WPR communication. If the Customer signals, within 7 (seven) calendar days from the aforementioned communication of WPR, the presence of defects and discrepancies, WPR undertakes to resolve any defect or discrepancy. The Customer can make requests for changes and/or for more activities than defined in the Order Confirmation and also by mail correspondence. In this case, WPR will quote the additional activities requested by the Customer. Upon acceptance by the Customer of the Offer and/or of the tariff for the aforementioned additional activities, WPR will perform the same. In case of non-acceptance by the Customer, WPR will exclusively lend the activities included in the initial Order Confirmation.

9) MODEL 231 AND CODE OF ETHICS The Customer acknowledges that WPR has adopted an Organisation, Management, and Control model pursuant to (Italian) Legislative Decree 231/01 (hereafter the 'Organisational Model'), and as part of this model, its own Code of Ethics (hereafter the 'WPR Code of Conduct'), which is published on the website <https://wpr-machines.it/> - and forms an integral part of the contract. The Customer, therefore, agrees to operate in compliance with the applicable laws and the rules of conduct set forth in the Code of Ethics, and to ensure that neither it nor its employees or collaborators engage in any conduct that could result in liability under (Italian) Legislative Decree 231/01. In the event of non-compliance, whether partial or otherwise, by the Customer with this provision, WPR may terminate the contract in accordance with Article 1456 of the (Italian) Civil Code, without prejudice to its right to seek compensation for any damages incurred

10) COMPETENT HOLE AND APPLICABLE LAW: For any dispute between the parties concerning the validity, interpretation and execution of the contract between WPR and the Customer, of these General Conditions as well as any other contractual document between the parties will be exclusively competent the court of Treviso, without prejudice to the right of WPR to take legal action in the Country or in the Customer's court. The interpretation, validity and enforcement of the General Conditions, the order and the contract of shipment, as well as any dispute between the parties, shall be governed exclusively by Italian law and conventions

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