

GENERAL CONDITIONS OF SALE

1) CONTRACT: The present general terms and conditions apply to the sales contract between WPR srl (hereafter "WPR") and your company (hereafter the "Customer"), consisting of the offer and/or the order and/or the order confirmation with specific terms and conditions and relating to the products indicated in the order confirmation (hereafter the "Products"). The general terms and conditions are to be considered as the only provisions governing the supply conditions, unless otherwise stated in the order confirmation and its specific terms and conditions.

2) SUPPLY ELEMENTS: The supply includes all the elements and Product parts described in the order confirmation. The following are excluded from this supply: all the masonry and mounting work, including the electrical and air connections, the materials needed for the start-up of the machine and everything that is not mentioned in the description of the supply. The object of the supply governed by these contract terms and by the contract between WPR and the Customer is only one system compatible with performing special procedures and must not be intended as a productive "turnkey" cycle supply. We clarify that WPR will set up the system on the basis of the Customer's requirements and/or technical specifications as supplied: the system will then be inserted within a productive process, which is defined and technologically developed by the Customer. The analysis and the productive process validation, the definition of various productive parameters, of the criteria and the production specifications, through the choice of materials, the qualifications of personnel, the use of defined methods and procedures, which are the technical asset and the specific know-how of the Customer, are of the Customer 's total competence. Such admissions must be compatible with the requirements of the UNI EN ISO 9001:2008 standard.

3) DELIVERY – DELIVERY TERMS – PACKAGING COSTS: Every trade term (Ex Works, FOB, CIF, and others) mentioned in the order confirmation complies with the INCOTERMS of the International Chamber of Commerce, with reference to the text effective at the time of the contract conclusion, except for any derogations differently agreed upon by the parties in the order confirmation. Unless otherwise stated in the order confirmation, the transport to the destination, at the location indicated by the Customer, and the transport insurance, covering the value of the equipment supplied, shall be the responsibility of the Customer. Unless stated otherwise in the order confirmation product delivery is subject to the Customer meeting the following obligations:

- a. payment of the amount due by the Customer as a down payment, if any;
- b. Opening of documentary credit by the Customer, if agreed by the parties, with respect to the terms provided in the order confirmation.
- c. In case of modifications to the supply which were agreed upon by the parties following the date of the contract completion, in compliance with the following art. 4,
or when delay is caused by an event of force majeure, as per art. 10, WPR may change and/or extend the delivery terms established in the order confirmation, through a simple notice via fax or e-mail.

In the event the Customer does not fulfil the obligation to accept the machinery subject of the order confirmation within the conventionally agreed term, upon written communication to the Customer and after 15 days from receipt of the same without the Customer having complied upon said withdrawal, WPR has the right to withdraw from the contract by retaining: i) the sum paid as a deposit; or, ii) the sum paid as a down payment.

The costs for packing the machinery and its accessories shall be borne by the Customer, unless otherwise specified in the order confirmation. These costs will be determined prior to the shipment of the machinery and added to the final invoice.

Any costs and expenses related to inspections and controls of the Products by any local authority shall be borne solely by the Customer.

4) SUPPLY MODIFICATIONS – ADDITIONS AND CHANGES FOLLOWING ACCEPTANCE OF THE ORDER CONFIRMATION: If the Customer requires modifications and/or additions to the terms stated in the order confirmation, WPR will hold the right to accept or deny such variations, which will have to be agreed upon. For each modification or variation accepted by WPR, the latter will inform the Customer of the new time frames and the additional costs involved with carrying out the requested changes. The Product delivery times will also be updated accordingly, with WPR establishing the new terms and conditions for delivery. Price differences, new payment methods, new contract terms and conditions for delivery, if any, new features and new warranties, if any, shall be agreed upon between the parties in writing prior to the additions and/or changes being carried out.

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5) INSTALLATION, REPLACEMENT, ASSEMBLY AND COMMISSIONING: WPR will carry out the following according to the terms and conditions set out in the order confirmation:

- Commissioning/installation: this refers to the initial start-up of a system or part of a machine to verify its correct operation at the Customer's premises and includes mechanical assembly, interfacing, and connection to the energy sources provided by the Customer;
- Replacement of parts of products: this refers to the replacement of worn or damaged components within a system, with its characteristics and operating conditions remaining unchanged;
- Assembly: this refers to the mechanical assembly of the unit onto an existing system, including systems not built by WPR

(hereinafter referred to as 'Activity').

The installation/commissioning, replacement, and assembly of the Products will be carried out within a maximum of two months from the date of delivery. If, within this period, the Activities, or any part of them, are not performed due to reasons beyond WPR's control, the warranty period will begin from the last day of the aforementioned period. The Customer must provide all technical specifications to allow WPR to perform the Activities, or parts of them, at the location agreed with the Customer, and provide the necessary detailed instructions for connecting to the electrical, pneumatic, and fume extraction systems. The Customer shall also arrange the civil projects needed for installing the Products so that they comply with the relative projects. The Customer is also responsible for preparing and connecting the service networks to the system, in particular: Electrical power; Pneumatic network; Suction systems. The Customer must also ensure technical support by their own operator throughout the entire execution of the Activities, or parts thereof. If installation, replacement, assembly, or commissioning operations are interrupted due to incorrect, missing, or inaccurate specifications provided by the Customer, or for reasons not attributable to the Seller, WPR shall have the right to request an extension of the contractual terms. The Activities will be considered completed upon the Customer's signature of the corresponding report, with the warranty period starting as specified in Article 9.

The Customer shall also verify that collocation lay-out drawings of the machinery, as provided by WPR, are correct and exact, and that all civil projects needed for installing the machine, if any, comply with the relative projects. The Customer is responsible for properly preparing the site where the machinery will be installed, as well as connecting the service networks to the system, including electrical power supply, pneumatic network, and extraction systems. The Customer must also ensure the safety of the locations where the Activities will take place, and that the lifting and handling equipment, in addition to any other equipment requested in advance by WPR, comply with the current safety and accident prevention regulations, and are in efficient working order, having undergone regular maintenance and inspections. The Activities cannot begin in cases where the Customer:

- a. has not adequately prepared the site for the purpose of installing the machinery, in good time and no later than the deadline agreed between the parties;
- b. has not guaranteed WPR the availability of whatever is provided for the proper completion of the installation activities or what is in any case provided for in the order confirmation;
- c. is not in compliance with the authorisations and/or administrative permits necessary for installation purposes;
- d. is in breach of the payment obligations to be honoured by the start of the installation activities;
- e. is in breach of its security obligations.

It is understood that if the installation activities do not start and/or are interrupted and/or are delayed beyond the agreed terms due to reasons attributable to the Customer, the Customer will be responsible for the additional costs incurred by WPR for labour, travel expenses, storage of materials and equipment, and any further costs resulting from the delay. While remaining fully responsible for carrying out the activities, WPR is hereby authorised to perform them with the assistance of third-party companies if necessary.

6) PAYMENT TERMS AND CONDITIONS - DELAYS: all supply prices and the payment terms and conditions are the ones indicated in the order confirmation. The prices indicated are net of VAT. In case of payment delay with respect to the deadline dates established, interest charges will be applied at the official rate stated by (Italian) Legislative Decree no. 231/2002 and subsequent amendments and integrations. In the case of any delay in payments, WPR will hold the right to interrupt any kind of intervention or support on the machine supplied, and the Customer's right to claim any damages caused for missing or delayed production shall be unenforceable. If the Customer chooses to pay the balance through leasing, the relative contract shall be sent to WPR for approval and signing within 30 days from the date established in

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the order confirmation. If this imperative date is not complied with, any obligations regarding the sale of the Products as listed in the order confirmation will be the exclusive responsibility of the Customer, including that of full payment of the balance due, and with the deposit being withheld as advance against the price. WPR also reserves the right to terminate the contract with simple notice via fax and/or email and to withhold any down payment made.

It is also understood that any complaints or disputes, even in court, will not entitle the Customer to suspend or in any case delay payments relating to the Products. More generally, no action or exception can be carried out or opposed by the Customer until after the full payment of the price of the Products to which said dispute or exception refers. The Customer will also not be authorised to make any deductions from the agreed price (e.g. in the case of alleged defects), unless previously established in writing with WPR.

7) PROPERTY TRANSFER AND RETENTION: The ownership of the Products is transferred at the time of delivery to the Customer. In case of delayed payments, the delivered Products remain the property of WPR until the price is paid in full. WPR is authorized to carry on, at the Customer's expense, any necessary procedure in order to exclude property retention from any third party.

8) TESTING: The testing of the Products – as agreed between the Parties in the order confirmation or any other separate contractual document – will involve checking the compliance of the Products with the order confirmation and any subsequent agreed modifications, as well as their functionality as indicated in the order confirmation, if applicable. In particular, the technical testing will be carried out to verify the effective performance and technical characteristics declared in the order confirmation. The testing will take place in the manner established by WPR and will take place at the WPR plant, unless otherwise agreed. The Customer will be notified of the test date in advance, so that the Customer's staff will be able to attend. The test shall be considered successful and the Products shall be considered accepted if:

a. the Customer attends the test and the test report is signed; the Customer forfeits all rights, warranties, actions and exceptions relating to defects of conformity and defects in the Products, which, according to diligence, the Customer could have found during the machine tests, if said defects are not recorded in the test report,

b. or in the event the Customer declares not wanting to attend the test, or in any case does not attend, further to the communication sent by WPR to the Customer informing them of the test.

Once the test has been successfully completed, or after the aforesaid term without the Customer requesting the test, the supply is considered as accepted by the Customer, with the subsequent obligation to pay the sum agreed in the order confirmation.

9) WARRANTY: The warranty for faults, defects, non-conformity and/or correct functioning is valid for twelve (12) months: i) From the date of installation/replacement/assembly/commissioning of the Products at the Customer's premises, as defined in Article 5, or ii) from the date of delivery if the Customer does not request installation, and it remains valid for this period, provided that the Customer has fulfilled all payment obligations. During the period of validity of the WPR warranty, at its discretion and after ascertaining the existence of the defect, WPR undertakes: a) to repair free of charge the machinery components that have proven to be defective at its factory in Spresiano (Treviso), or to proceed with these activities, using third party companies commissioned by WPR as well, directly c/o the Customer; b) to replace them free of charge, with the supply of components ex-works WPR and with the express commitment of the Customer to return the defective components. The interventions under warranty must in any case be carried out exclusively by qualified personnel supplied by WPR. All wear and tear parts, consumable parts as gaskets, air heater leisters, IR lamps, thermal-regulated hoses, filters, ELV/WLV maintenance kits, pressing wheels and rollers and those which have been damaged because of improper use of the system by the Customer are not included in the warranty. Repairs and/or replacements carried out during the warranty period do not prolong the duration of the guarantee of the whole system, so the new warranty period will only be for the replaced part. WPR is not liable for compliance defects of the machines and for the defects caused by noncompliance with the instruction manual, by misuse or ill treatment of the Products or because of modifications and repairs carried out by the Customer, without previous written approval by WPR. The Customer, under penalty of cancellation, must inform WPR of the Products' compliance defect or fault, providing a detailed written description of its nature, within 15 days from the delivery date or date of installation. The guarantee will lapse if the Customer does not allow WPR to carry out the necessary checks or, if WPR has requested the return of the defective part at its own expense, the Customer fails to make the part available within the requested time frame. The customer hereby renounces any economic claim that may arise from the failure of the system resulting from the need for warranty repairs/replacements.

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10) UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJEURE: WPR will not be responsible for any failure to fulfil contractual obligations or delays caused by or resulting from earthquake, fire, flood, pandemic, invasion, insurrection, revolt, civil or military orders, states of emergency, mobilisation, blockades, war (including in countries indirectly involved in the supply), strike, labour unrest, occupation of facilities, lock-outs, embargoes, interruptions in any type of freight transport, obstacles arising from actions by Italian government authorities and/or authorities of the destination country of the Products due to the COVID-19 pandemic and/or other pandemic events, and any circumstance beyond WPR's control, even if not expressly listed here. The delivery date shall be postponed for the entire period of time in which one of the aforementioned causes delays fulfilment of the Contract.

WPR has the right to terminate the contract with the Customer in the event the force majeure/unforeseen event lasts for more than 30 days.

11) MODEL 231 AND CODE OF ETHICS – BAN ON EXPORT TO RUSSIA

11.1 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.

11.2 The Customer shall not sell, export, or re-export, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus, any goods supplied under or in connection with this contract that fall within the scope of Article 12 octies of Council Regulation (EU) 833/2014 and subsequent amendments. The Customer undertakes to make all reasonable efforts to ensure that the prohibition in the preceding paragraph is not violated by third-party subcontractors or by any parties downstream in the commercial chain, including resellers. The Customer also agrees to establish and maintain an adequate monitoring system to detect any conduct by third-party subcontractors and/or resellers that could violate the above prohibition.

12) CONFIDENTIALITY AND INTELLECTUAL PROPERTY: The Customer undertakes to maintain and protect the confidentiality of WPR Confidential Information of which the former becomes aware: for example, technical data, processes, formulas, knowhow (defined as the set of technical and commercial information of WPR), the research and development of WPR products, commercial activities, drawings, technical specifications, software and their improvements. Furthermore, the Customer cannot modify the WPR trademark, labels and logos found on the Products nor can the Customer reproduce, use, and exploit in any way the WPR trademark and/or any other intellectual property right of WPR on the Products and their components and/or accessories, including the software supplied with the Products and its source code.

13) APPLICABLE LAW AND DISPUTES RESOLUTION: The interpretation, validity and execution of these Terms and Conditions, the Special Terms in the Order Confirmation and the entire contract agreement between WPR and the Customer are ruled exclusively by Italian law. Any disputes deriving from or in connection with the contract shall be handled exclusively by the Court of Treviso.