

GENERAL CONDITIONS OF SALE

1) CONTRACT: The present general terms and conditions apply to the sales contract between W.P.R. srl Unipersonale (hereafter "WPR") and your company (hereafter the "Client"), 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) PRODUCTS: The supply includes all the elements and Product parts described in the order confirmation.

3) DELIVERY: All trade terms (Ex Works, FOB, CIF, and others) mentioned in the order confirmation refer to the INCOTERMS of the International Chamber of Commerce, with reference to the text effective at the time when the contract was concluded, with the exception of any derogations otherwise agreed upon between the parties in the order confirmation. Unless otherwise stated in the order confirmation, the Buyer shall be responsible for transport to destination, to the place indicated by the Buyer, and for transport insurance, covering the value of the Products. Unless stated otherwise in the order confirmation, product delivery is subject to the Client meeting the following obligations:

Payment of the amount due by the Client as a down payment;

in case of modifications to the supply, agreed upon between the parties after the contract has been completed, in compliance with the following art.4, WPR shall have the right to postpone and/or delay the delivery times stated in the order confirmation, through a simple notice via fax or e-mail, if the Client delays in fulfilling the stated obligations or as a result of force majeure, as indicated by art.10.

4) SUPPLY MODIFICATIONS – ADDITIONS AND CHANGES FOLLOWING ACCEPTANCE OF THE ORDER CONFIRMATION: If the Client requests Product modifications and/or additions to the terms stated in the order confirmation, WPR reserves the right to accept or deny such variations, which will then have to be agreed upon. For each modification or variation accepted by WPR, the latter will inform the Client 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.

5) 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. If payments are late, WPR reserves the right to suspend the supply and/or interrupt any kind of intervention or support, revoking the Client's right to claim any damages for missing or delayed production. It is also understood that any complaints or disputes, also in court, shall not give the Client the right to suspend or in any case delay payments for the Products. More generally, no action or exception may be made or opposed by the Client until after full payment of the price of the Products for which a dispute or exception is intended. Moreover, the Client shall not be authorised to make any deduction from the agreed price (for example, in case of alleged defects), unless agreed in advance in writing with WPR.

6) PRODUCT WARRANTIES- DISPUTES: Products purchased must be inspected and checked on arrival for conformity with the order. Any discrepancies regarding the quantity, kind or type of Products supplied, as well as any complaints regarding the external appearance of the Products, must be reported in writing within 15 (fifteen) days of receipt, stating all the details for immediate verification. Beyond this deadline, the Products shall for all intents and purposes be considered accepted. Furthermore, the use and/or installation of the Products with obvious defects excludes all possibility of disputes or complaints regarding the defects. The warranty covering defects, non-conformities, lack of quality and/or malfunctioning, is valid for twelve (12) months from the date of Product delivery. Any Product defects or faults that cannot be seen from the outside following careful inspection must be reported in writing to WPR, under penalty of forfeiture, within 15 (fifteen) days of discovery, and in any case no later than the expiry date of the warranty period provided for herein. Any complaint must specify the precise nature of the defect found. The Products being disputed must always be made available to WPR representatives for inspection. The guarantee lapses, if the Client does not allow W.P.R. to carry out the necessary checks or in the case in which W.P.R. asked for the defective piece to be returned at its own expenses, but does not return such piece within the requested time. Disputes will not imply termination of the single order, rather, at the discretion of WPR, the free repair of the defective Products (at its plant in

Rev.02 dd 27.01.2025

WPR Srl Unipersonale
Via Indipendenza, 10
31027 Spresiano (TV)
Italia

T +39 0422 911849
F +39 0422 911292
info@wpr.it
www.wpr-machines.it

C.F. - P.Iva - Reg.Imp. di Treviso: IT03469020261
Numero REA: TV - 275040
Capitale Sociale € 119.000,00 int.vers..

Spresiano, or directly at the Customer's premises, also making use of third-party companies for repair work) or free replacement with the supply of new Products delivered Ex Works WPR and with the express commitment of the Customer to return the defective Products. All travel, board and lodging expenses that WPR technical personnel may incur shall be borne by the Client. Repairs and/or replacements made during the warranty period do not extend the duration of the Product warranties, which therefore remain as originally provided for. The responsibility of W.P.R. will not apply where there have been neglect, tampering, or addition of components, improper or incorrect use of the Products, negligent storage of the same, force majeure, or natural wear.

W.P.R. shall also be excluded from any liability for damages resulting from improper interventions performed by the Customer or third parties, without prior authorization from W.P.R. This provision also applies in the event of modification and/or replacement of the part without the approval of W.P.R. This warranty incorporates and replaces legal guarantees for faults and defects, and excludes any other possible responsibility of WPR in any case originating from what is supplied. In particular, enforceability of this warranty shall not entitle the Client to claim any damage and/or compensation from WPR for damages, direct and indirect, of any nature deriving from the lack or limited use of the machinery and/or system of which the machinery is part.

7) RETURNS—Without prejudice to the provisions with regards to defects and flaws of the Product, Product returns will not be accepted unless they have been authorised by WPR in writing. In any case, the right to return Products is subject to the following conditions:

- i.any damages to packaging and/or to the Products themselves must be immediately reported in writing on the carrier's proof of delivery document, under penalty of invalidation;
- ii.the goods purchased must be intact and returned in their original packaging, with all parts and components present;
- iii.the shipping costs incurred for returning the goods are to be borne by the Client;
- iv.the Client shall be fully responsible for the delivery of the goods in question, until the receipt is issued that they have been correctly received at the WPR warehouse.

8) 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.

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

9.1 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.

9.2 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.

10) 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.

11) 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.