

GENERAL SALES TERMS AND CONDITIONS

Commercial Terms | Corporate Compliance | Export Control and Sanctions Compliance

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GENERAL SALES TERMS AND CONDITIONS

1. General provisions

The following definitions are used hereafter in this document.

- **"Seller": refers to DOM Srl** with its headquarter in Via Barro 147/149 – Z.I. – 28045 Invorio (NO);
- **"Buyer": refers to the person, firm or company the purchase order is received from.**

The terms and conditions set out below (the “General Terms and Conditions of Sales”) shall form part of all the agreements executed between the Seller and the Buyer for the supply of the Seller products (the “Products”), and they will prevail over any general rules submitted by the Buyer, unless accepted in writing by the Seller. The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sales, by including such variations in the quotations or in any other written correspondence sent to the Buyer.

2. Offers and Orders

Quotations and offers will be valid for a period of 30 days from the date of issue, unless differently stated by the Seller in writing. Anyhow, the Seller will be entitled to cancel or change the quotations or offers at any moment before issuing the written confirmation of order acceptance. Orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller in writing. If the Seller should fail to confirm an agreement in writing which it has entered verbally the Seller’s invoice or the execution of the order by the Seller shall be regarded as confirmation. Any order, order proposal, or supply request forwarded to the Seller represents an irrevocable contractual proposal to the Seller for a period of sixty (60) days from the date of supplier’s reception, being the Seller free to accept or refuse the order according to the Seller’s unquestionable judgement. Orders and/or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise, the Seller does not accept any responsibility for errors

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or consequent misunderstandings. The proposals submitted through agents, collaborators or brokers are usually meant as received “subject to the Seller’s approval”.

Each quotation, offer and resulting contractual relationship shall be subject to the Buyer’s compliance with DOM’s Code of Ethics applicable to Business Partners, available on the official website, and with the export control, trade restriction and economic sanctions requirements set out in Sections 10 and 11 of these General Terms and Conditions.

3. Prices and Terms of Payment

The prices of the Products shall exclude any statutory VAT which shall be payable at the date of delivery or pursuant specific provisions included in the invoice. Unless otherwise stated all prices quoted in any document or correspondence issued by the Seller do not include packaging and transport costs, nor the ancillary expenses as indicated in the Seller’s sales catalogue in force at the moment of the conclusion of the contract. Taxes, stamps, custom duties and any other supplementary cost are not included in the prices if not differently stated in the offer. Unless an exception is made, those costs and expenses will be paid by the Buyer and, in case they are paid by the Seller, their amount will be invoiced to the Buyer as well as with the quoted prices. The prices will be corrected in case of printing errors. The payment of the Net Invoice Price shall be paid free of any reduction by the Buyer according to what stated in the confirmation of order and the same invoice. If the Buyer fails to take payments in the time and manner specified by the Seller or the Buyer business shall be operated beyond the ordinary course of business which shall include, without limitation, when seizure or protest has been made, payments shall be delayed or insolvency proceedings shall have been petitioned or opened, the Seller shall have the right to suspend or cancel, at its sole discretion, further delivery and to declare all its claims arising from the business relationship as immediately payable. Moreover, the Seller may in such event request for anticipation on the payments or a warranty deposit. Should an agreement be reached on extended payments, and an instalment not be paid on time, the Seller will be entitled to require the payment of the

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whole amount, without considering the Buyer's payment deadline, even if the conditions of article 1186 Italian Civil Code are not met. Otherwise, the Seller will consider the contract as annulled due to breaching and keep all the amounts paid by the Buyer until that moment as a damage reimbursement. Also, in case of notification of faults and defects, the Buyer will not be entitled to start or continue proceedings without previously paying the total price in accordance with the contract. The payment will, in no case, be suspended or delayed: should disagreements arise, the related proceedings will not be started or continued unless the payment has been made according to the fixed terms and procedures. The Seller will be entitled to interrupt the product delivery should, in the Seller's unquestionable opinion, the Buyer's statement of assets and liabilities put the payment at risk. In any case, the product ownership is handed to the Buyer only with the total payment of the price is made, even if the products have already been assembled or installed in other products owned by the Buyer or third parties. Should the price not be paid, the Seller will expressly have the right to claim the ownership of the products also towards third parties or towards the Buyer, as well as the right to have the products released and returned (also with the right to obtain release and return injunctions). The Seller will have the right to disassemble and remove the products. The Buyer shall have no right to make any compensation, retention or reduction unless the counterclaims have been conclusively determined by the court.

4. Terms of Delivery

Unless otherwise agreed or stated, the delivery of the products shall be EXW (Incoterms 2020) at the Seller workshops. The Buyer shall provide the means of transport and shall be responsible for its availability on time. The Seller shall immediately be informed of any delays. Any costs arising thereof shall be at the expense of the Buyer. All the time terms, also in relation to delivery time, return, installation, completion, etc... although defined as strict by the Buyer, will anyhow be considered as approximate by the Seller, and subject to a tolerance margin. Unless otherwise expressly agreed in writing any indicated time of delivery shall be non-binding for the Seller. Unless

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different agreements between the parties, the approximate term for the delivery is the one specified in the confirmation of order. The delivery terms will be automatically considered as extended in the following case:

- should the Buyer not communicate the data that are necessary for the supply within the due time or should the Buyer requires changes during work execution or answer late to the request of documentation and executive layout approval;
- should the Buyer have outstanding payments;
- should the Buyer's statement of assets and liabilities and /or the Buyer's credit be considered as hindering

payment according to the Seller's unquestionable judgement. The Seller reserves the right to reasonably delivery in installments (partial deliveries). Any liability to supply as a result of force majeure or other unforeseen incidents outside the Seller responsibility including, without limitation, strikes, lock out, forced lockdown, acts of public authorities, pandemics, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve the Seller from the obligation to comply with any agreed time for delivery. The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of the Buyer.

5. Duty to Inspection and Acceptance of Products

Upon taking possession of the Products, the Buyer shall immediately:

- check quantities and packaging of the Products and record any objections on the delivery note; and
- conduct a conformity check on the Products compared to the data indicated in the confirmation of

order and record any objections on the delivery note. In case of a notice of defect the Buyer shall comply with the following procedures and deadline:

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- the notification shall be made by no later than 10 (ten) working days from the taking possession of the Products

by the Buyer. In the event of an objection to a defect which, despite a first inspection has remained undiscovered, the objection must be raised within the early of the expiry of the working day on which the defect has been discovered but in any event by no later than 15 (fifteen) working days after take-over of the Products.

- the notice must clearly specify the kind and amount of the alleged defect;

- the Buyer agrees to make available for inspection the objected Products; such inspection shall be done by the

Seller or by any expert designated by the Seller. Any Product to which objection shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted by the Buyer.

6. Terms of Warranty

The Seller hereby represents and warrants that the Products shall be free from defect and shall comply with the technical specifications forwarded by the Seller. Under warranty obligation the Seller commits to replace and/or repair the spoilt and/or faulty defect within the limits of the value of the contract and without any further refunding obligation deriving from direct and/or indirect and/or subsequent damage deriving to the Buyer or to any third party due to product defects (e.g. also provoking loss of profit, general losses, direct or indirect damages to things or people, etc). The warranty shall be valid only on the products are assembled and operated in a

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proper way and for suitable applications in appliance with OEM prescriptions; every improper use of the products is forbidden. The Products are guaranteed for a period of 24 (twenty-four) months from the date of the shipment of the Products themselves (delivery note date). The warranty shall not be valid if the defect or not conformity will prove to be depending on not correct on not suitable applications of the product, or if the product has been non correctly placed in operation (incorrect installation). Any alteration, change or replacement of product parts, which has not been authorized by the Seller may represent an accident risk and therefore releases the manufacturer from any civil or penal liabilities, and makes the warranty void. The warranty does not cover the normal products parts subject to consumption.

7. Limitation of Liability

The Seller shall do its best endeavour to deliver the Products within the time agreed (if any), but it shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contract or delivery of the Products. All the drawings, photographs, illustrations, descriptions, technical data and performances or any other data and information about the products, contained in documents or drawings annexed to the Seller's offer or included in catalogues, prospects, tables, pricelists, Seller's advertising, are to be considered as indications. Any modification or variance which will be considered necessary by the Seller will not be considered as a valid reason for not accepting the goods or vitiating the contract or as a good reason to lodge a complaint to the Seller. The Seller will be exclusively responsible for the correct functioning of the supplied products in accordance with the characteristics and performance agreed. The Seller's responsibility is limited to the replacement and/or fixing and/or refund of the invoiced value. Apart from the above-mentioned liability, the Seller will in no case be deemed as responsible for any direct and/or indirect and/or subsequent damage deriving to the Buyer or to any third parties due to defects of the product, including production losses, damage to things/people or others.

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8. Retention of Title

The Product supplied shall remain in the property of the Seller until the date of the full payment by the Buyer of the entire price of the Products and of all amounts due to the Seller. Until that time the Buyer shall hold the Products as the Seller's fiduciary agent and shall keep the Product properly stored, protected and insured. If in the Country of the Buyer's domicile for the validity of the retention of title for the benefit of the Seller it is necessary to fulfill some administrative or legal formalities as, without limitation, to file the Products with the public registers or to affix particular seals on them, the Buyer shall cooperate with the Seller and shall do its best effort for carry out all the necessary actions in order to obtain a valid retention of title right on the Products for the benefit of the seller.

9. Testing

All the products manufactured by the Seller are subject standard tests before the delivery according to Seller's know how and good practice. Those tests are to be considered as final and conclusive. Each additional test and/or each special test must be requested explicitly and specified by the Buyer on the purchase order, and if accepted by the Seller will be carried out at the Buyer's expense.

10. Compliance with Legislative Decree No. 231/2001 and Ethical Principles

This Section applies to all quotations, offers, orders, order confirmations, sales, supplies and related services provided by the Seller and forms an integral part of every contractual relationship between the Seller and the Buyer.

10.1 Seller's Compliance Framework

The Buyer acknowledges that DOM formally adopted, in March 2025, an Organisation, Management and Control Model pursuant to Italian Legislative Decree No. 231 of 8 June 2001, as

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amended from time to time (the “231 Model”). The 231 Model is currently in full force and effect and is actively implemented, monitored and periodically reviewed by the Seller, together with the applicable ethical and behavioural principles and the activities carried out by the appointed Supervisory Body. The Buyer acknowledges that such compliance framework is intended to prevent unlawful conduct and the commission of offences that may give rise to the administrative liability of legal entities pursuant to Legislative Decree No. 231/2001.

10.2 Buyer’s Undertakings

In connection with any quotation, order, agreement or business relationship with the Seller, the Buyer undertakes:

- a) to comply with all applicable laws and regulations, including legislation concerning anti-corruption, bribery, fraud, money laundering, occupational health and safety, environmental protection, tax offences, customs, export control and economic sanctions;
- b) not to engage in, authorise, facilitate or tolerate any conduct that may constitute an offence under Legislative Decree No. 231/2001 or otherwise expose the Seller to administrative, civil or criminal liability;
- c) to act in accordance with principles of integrity, transparency, fairness, good faith and professional conduct;
- d) not to offer, promise, give, request or accept, directly or indirectly, any improper payment, benefit, gift or advantage intended to influence a commercial, administrative or public decision;
- e) to ensure, insofar as reasonably applicable, that its directors, employees, representatives, agents, consultants, subcontractors and other persons involved in the performance of the agreement comply with obligations equivalent to those set out in this Section.

10.3 Information and Cooperation

Upon the Seller’s reasonable request, the Buyer shall provide the information and documentation necessary to verify compliance with this Section. The Buyer shall promptly inform the Seller of any actual or suspected violation relating to the business relationship, including any investigation or

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proceeding by a competent authority concerning conduct relevant under Legislative Decree No. 231/2001.

10.4 Right to Suspend or Terminate

Any serious or repeated breach of this Section, or any conduct reasonably capable of exposing the Seller to liability under Legislative Decree No. 231/2001, shall constitute a material breach of contract. In such circumstances, the Seller may, without prejudice to any other right or remedy and to the extent permitted by applicable law:

- a) suspend the performance of pending orders or deliveries;
- b) request the immediate implementation of appropriate corrective measures;
- c) cancel outstanding orders; or
- d) terminate the relevant agreement with immediate effect.

The Buyer shall indemnify and hold the Seller harmless from losses, damages, costs, penalties and claims arising from any breach of this Section attributable to the Buyer or to persons acting on his behalf, to the extent permitted by applicable law.

10.5 Access to the 231 Model and Ethical Principles

The general principles of 231 Model and its Code of Ethics applicable to Business Partners are available on DOM's official website at <https://www.domsrl.it>. The Buyer undertakes to become familiar with and comply with the ethical and behavioural principles applicable to its business relationship with DOM. The Buyer's obligations under this Section shall apply irrespective of whether the Buyer has separately accessed or received the complete 231 Model, which may include confidential internal procedures and organizational information.

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11. Export Control and Sanctions Compliance

This Section applies to all quotations, offers, orders, order confirmations, sales, supplies and related services provided by the Seller and forms an integral part of every contractual relationship between the Seller and the Buyer.

11.1 Compliance with Applicable Laws

The Buyer acknowledges and agrees that the products, parts, components, software, technology, technical data and related services supplied by the Seller under any quotation, order or agreement (collectively, the “Goods”) may be subject to export control, customs, trade restriction and economic sanctions laws and regulations of the European Union and its Member States, including the laws and implementing measures of the Italian Republic, as amended from time to time.

11.2 Restricted Destinations, Persons and End-Uses

The Buyer shall not, directly or indirectly, sell, supply, export, re-export, transfer, transit, transport, lease, make available or otherwise dispose of the Goods in breach of any applicable export control, trade restriction or economic sanctions law or regulation of the European Union or the Italian Republic.

This obligation applies, by way of example and without limitation, to transactions involving countries or jurisdictions subject to comprehensive or significant European Union restrictive measures, including, as at the date of issue of these General Terms and Conditions, the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran and the Democratic People’s Republic of Korea, insofar as the relevant restrictions apply to the Goods, transaction, destination, consignee, end-user or intended end-use.

The above examples are provided for information purposes only, are not exhaustive and shall not be interpreted as implying that all transactions involving the listed countries are prohibited or that transactions involving countries not expressly listed are permitted.

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The Buyer shall verify the restrictive measures applicable at the date of each transaction. The applicable European Union legislation and restrictive measures may be consulted through EUR-Lex, the official website providing access to European Union law, at <https://eur-lex.europa.eu>. Reference to EUR-Lex shall not relieve the Buyer from its obligation to identify and comply with all laws, regulations, restrictive measures, authorisation requirements and official decisions applicable to the relevant transaction, Goods, destination, consignee, end-user and end-use.

11.3 Prohibition of Diversion and Circumvention

The Buyer shall not knowingly or intentionally participate in any activity having the object or effect of circumventing applicable export control or sanctions measures. The Buyer shall implement appropriate controls to prevent the diversion of the Goods through intermediaries, third countries or other third parties to a prohibited destination, end-user or end-use.

11.4 End-User and End-Use Verification

Upon request by the Seller, the Buyer shall promptly provide complete and accurate information and documentation concerning the consignee, intermediaries, final destination, end-user and intended end-use of the Goods, including an End-User Certificate, where requested. The Seller may suspend acceptance or performance of any order until it has received and satisfactorily verified the requested information and documentation.

11.5 Flow-Down Obligation

Where the Buyer resells, transfers or otherwise makes the Goods available to any third party, the Buyer shall ensure that such third party is bound by contractual obligations substantially equivalent to those contained in this Section and shall take reasonable measures to ensure compliance throughout the subsequent supply chain. Where applicable legislation expressly requires a specific contractual prohibition on re-exportation to a particular destination or for a particular end-use, the Buyer shall comply with that requirement and shall ensure that adequate contractual remedies are included in agreements with its counterparties.

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11.6 Notification and Cooperation

The Buyer shall immediately inform the Seller of any actual or suspected breach of this Section; any request, proposal or circumstance indicating a risk that the Goods may be diverted to a prohibited destination, end-user or end-use; any change in the declared final destination, end-user or end-use; and any inquiry, investigation or enforcement action by a competent authority relating to the Goods. The Buyer shall fully cooperate with the Seller and with the competent authorities in any compliance verification or investigation.

11.7 Right to Refuse or Suspend Performance

The Seller shall have the right, without liability or penalty, to refuse, suspend, postpone or cancel any quotation, order, delivery or contractual performance where the transaction is prohibited or requires an authorization that has not been obtained; the Seller reasonably considers that the transaction may expose it to a breach of applicable export control or sanctions laws; the Buyer fails to provide the information or documentation requested under this Section; or the Seller has reasonable grounds to suspect diversion, circumvention or an unauthorised end-use. Any delivery date shall be extended for the period reasonably required to complete the relevant compliance checks or obtain the necessary authorisations.

11.8 Material Breach and Remedies

Any breach of this Section shall constitute a material breach of contract. Without prejudice to any other right or remedy, the Seller may immediately suspend pending deliveries, cancel outstanding orders or terminate the relevant agreement. The Buyer shall indemnify and hold the Seller harmless from any losses, damages, costs, claims, penalties, sanctions and reasonable legal expenses arising from the Buyer's breach of this Section to the extent permitted by applicable law.

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11.9 Applicable Mandatory Provisions

Nothing in this Section shall require either Party to perform any act prohibited by applicable export control or sanctions legislation. In the event of any conflict between this Section and mandatory applicable law, the mandatory legal provision shall prevail.

12. Data Protection Law

The personal data of the Buyer shall be processed in accordance with the Italian data protection law. The Seller inform the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement. The Buyer has the right to ask to the Seller the updating, amendment, integration, writing off and transformation in anonymous form of its data.

13. Applicable Law

In case of the Buyer is a subject having Italian nationality, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by Italian laws. On the contrary, in case of the Buyer is a subject having a nationality different from the Italian one, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by the United Nations Convention of Vienna of 1980 on Contracts for the International Sale of Goods. In case the Buyer belongs to a State that didn't ratify that Convention, it will be applied the Convention of Rome of 1980 or, subordinately, the Italian law 218/95.

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14. Jurisdiction

Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General Terms and Conditions of Sale and of all the relevant agreements, shall be of the exclusive competence of the referred to the Court of Milan, Italy. It is agreed between parties that the Seller, at its own discretion, may have the faculty to waive the exclusive jurisdiction set forth in paragraph to bring an action against the Buyer in its domicile and before any court of competent jurisdiction.

15. Final Provisions

The total or partial invalidity of any provision of the present General Terms and Conditions of Sale shall not affect the validity of the other provisions.

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