

1. OBJECT AND SCOPE OF THE GENERAL CONDITIONS OF SALE

1.1 These General Conditions of Sale (hereinafter the “General Conditions”) shall apply to all orders and/or supply contracts entered into between MANNI SIPRE SPA, with registered offices at Via A. Righi, no.7 - 37135 Verona Italy (hereinafter “MANNI SIPRE”) and any customer purchasing from MANNI SIPRE any of the products manufactured, sold and/or marketed by the latter (hereinafter, respectively, the “Customer” and the “Products”).

The contents of these General Conditions shall automatically supplement the provisions of any order of Products placed by the Customer to MANNI SIPRE (hereinafter the “Orders”) and/or of any agreement and/or contract for the sale or supply of Products (hereinafter the “Contract”) entered into between MANNI SIPRE and the Customer (hereinafter collectively the “Parties”). The provisions of these General Conditions shall supersede any conflicting clause or provision (even if not expressly challenged by MANNI SIPRE) contained in any other document whatsoever drafted or referred to by the Customer (including the Customer’s general purchase conditions).

1.2 MANNI SIPRE shall be entitled to introduce, at any time, any modifications or technical improvements to the Products (as well as to the relevant catalogues, technical documents and manuals) as it may deem necessary or appropriate, without the need of any prior notice to the Customers or publicity whatsoever.

2. ORDERS AND ACCEPTANCE:

2.1 Customer’s orders – which shall contain a detailed description of all technical specifications of the Products requested by the Customer - shall be considered as proposals addressed by the Customer to MANNI SIPRE and shall remain firm and irrevocable, until their acceptance (or refusal) by MANNI SIPRE.

2.2 Any possible offer, estimate or price quotation submitted by MANNI SIPRE to the Customer (hereinafter the “Quotation”) shall not be considered as a proposal to enter into a contract and shall be construed only as a non-binding invitation to offer addressed by MANNI SIPRE to the Customer, with the sole purpose of stimulating the issue of an Order by the Customer and of providing the latter with all information necessary to draft such Order.

Therefore, the Parties shall be deemed to have entered into a valid and binding sale Contract of the Products, only upon receipt by the Customer of the written Order confirmation sent to it by MANNI SIPRE (the “Order Confirmation”).

Any possible term or condition not expressly set forth in MANNI SIPRE’s Order Confirmation, as well as any possible reference to the Customer’s general conditions of purchase possibly contained in the Customer’s Order, shall be deemed as forthwith and automatically refused and rejected by MANNI SIPRE, even if not expressly challenged by the latter.

2.3 Should the Order Confirmation transmitted by MANNI SIPRE to the Customer contain any modifications compared to the relevant Order sent by the latter to MANNI SIPRE, such modifications shall be deemed forthwith and tacitly accepted by the Customer once elapsed a 3 (three) day term from receipt by the Customer of such Order Confirmation, unless written notice of disagreement is given by the Customer to MANNI SIPRE within such term.

Any possible additional technical specification added by the Customer after receipt of the Order Confirmation by the latter shall not become a part of the Contract, unless afterward expressly accepted in writing by MANNI SIPRE.

2.4 Customer shall be fully and entirely liable and responsible for the choice and selection of the kind and type of Products to be included in its Order, as well as for the identification of the relevant technical specifications and for the suitability and fitness of such chosen Products to the specific purposes for which the Customer is willing to employ the same. The Customer, therefore, shall keep MANNI SIPRE harmless and indemnify the latter from any possible demand, claim or indemnification

request, under any title whatsoever, which may be raised towards MANNI SIPRE by any third party in relation to (or in consequence of) the alleged unsuitability or unfitness of any Products supplied by MANNI SIPRE to the Customer and complying with the technical specifications set forth by the Customer in its Order.

In no case shall MANNI SIPRE be liable or responsible for any comment, opinion or advice concerning the technical specifications of the Products possibly rendered by the latter (whether orally or in writing) prior to the issue by the Customer of the relevant Order (which opinions, comments or advices shall be deemed rendered by MANNI SIPRE unofficially and without any binding effect), except in case MANNI SIPRE has expressly undertaken in writing such responsibility within the framework of a separate consulting agreement (other than the Contract) entered into with the Customer.

2.5 The Customer shall not be entitled to cancel or annul (whether in whole or in part) any Order, except if expressly agreed in writing by the Parties.

2.6 The Products' weights and dimensions indicated in the Order Confirmation are merely indicative and subject, in all cases, to the customary tolerances.

3. PRICES

3.1. Prices of Products (for Products delivered Ex Works at MANNI SIPRE premises - Incoterms 2020, unless otherwise indicated in the Order Confirmation) as well as the currency in which such process are expressed, shall be those indicated in the Order Confirmation, and do not include packaging, shipping freight and/or transport costs, nor VAT, nor any other duties, excises, taxes, levies and/or burdens possibly charged by any competent authority in connection with the supply of Products (which will be therefore entirely borne by the Customer and shall be the object of a separate and specific invoice issued by MANNI SIPRE to the latter).

3.2 In no case prices of Products (or discounts) offered and confirmed by MANNI SIPRE to the Customer with respect to an Order of Products will be binding upon (or shall be due by) MANNI SIPRE also with respect to any subsequent Orders of Products possibly made by the Customer.

3.3. MANNI SIPRE reserves the right to adjust prices of Products ordered to it by the Customer and not yet delivered to the latter, in case of occurrence, after the relevant Order Confirmation, of any increase exceeding 5% (five percent) in the cost of any of the factors on which the price is based (such as, without limitation, the costs of raw materials, auxiliary materials, components, goods to be resold, energy, workmanship, social security contributions, taxes, excises and any other burdens imposed by public authorities, transport and/or insurance costs, currency fluctuation or variation in the exchange rate, in case of Orders entered into not in Euro, etc.).

3.4 Any adjustment of the Products' prices decided by MANNI SIPRE pursuant to article 3.3 above shall be notified in writing (even by email) by MANNI SIPRE to the Customer, who will be entitled to withdraw from the portion of the relevant Order not yet executed and whose price has been increased by MANNI SIPRE, by giving written notice thereof to the latter (by means of registered letter with return receipt, anticipated by fax) within the subsequent 2 (two) days, on pain of forfeiture of the relevant right. It is however understood that, even in case of any such withdrawal, the Customer shall, within the subsequent 30 (thirty) days, reimburse to MANNI SIPRE all costs – as determined by the latter – borne by MANNI SIPRE until the date of withdrawal for the purpose of purchasing, transforming, and working the materials necessary to fabricate the Products covered by the Order then cancelled by the Customer.

4. PAYMENTS

4.1 Terms and conditions of payment applicable to each Order of Products shall be those indicated by MANNI SIPRE in the relevant Order Confirmation.

Despite anything to the contrary, all payments shall be deemed made at MANNI SIPRE's registered

offices in Italy.

4.2 Without prejudice to what set forth in article 8, should payment of the Products be agreed by means of bills of exchange, promissory notes, checks or other instruments, the same shall be delivered in original to MANNI SIPRE prior to (or upon) collection of the Products. In any case, the presentation by the Customer (and acceptance by MANNI SIPRE) of a bill of exchange, promissory note, check or other instrument shall not be deemed to constitute payment, until MANNI SIPRE has entirely collected the relevant full amount in cash, and shall not determine any modification in the place of execution, nor any novation of the pre-existing obligation. All the relevant costs and banking charges shall be entirely borne by the Customer

4.3 Customer shall not be entitled to suspend or delay any payment, on account of any complaints, claims for alleged defects or delays in the delivery of Products by MANNI SIPRE, or for any other reason whatsoever, nor shall it be entitled to set off any amount it may deem owed to it by MANNI SIPRE, under any title, against the price owed to MANNI SIPRE by the Customer for the purchase of the Products. The above is without prejudice to the Customer's right to subsequently enforce its rights towards MANNI SIPRE, on the terms and conditions set forth in these General Conditions.

4.4 Without prejudice to any other right provided for in favor of MANNI SIPRE by the law or by these General Conditions, in case of non-payment or delayed payment of the Products (whether in whole or in part) by the Customer, MANNI SIPRE shall be entitled, at its sole discretion and without the need of any prior notice, to:

- a) forthwith suspend the manufacture, supply and/or delivery of any orders of Products pending or in progress (even if other than those in relation to which the Customer's breach has occurred); and/or
- b) terminate for breach the relevant Contract entered into with the Customer, who shall therefore promptly return to MANNI SIPRE any Product possibly delivered to it by the latter; and/or
- c) retain, as penalty, any down-payment and/or any amounts so far paid by the Customer (without prejudice to MANNI SIPRE's right to further proceed for the recovery of any additional damages); and/or
- d) invoke the operation of the acceleration clause with respect to all pending supplies of Products, and thus request Customer to pay immediately the entire relevant price; and/or
- e) proceed for the recovery of any damages borne by MANNI SIPRE in consequence of such breach or delayed payment.

4.5 In addition to what set forth above, in case of delay by the Customer to pay any amounts owed by the latter to MANNI SIPRE, Customer shall be charged with interest on the delayed amount at the rate provided for by article 5 of Italian Legislative Decree no. 231/2002 (as from time to time amended), plus and additional amount € 25,00 (twenty-five euro) per each invoice issued by MANNI SIPRE and paid by the Customer in delay, as refund for returned payment fees and reminder costs.

4.6 Whenever a deferred payment is agreed between the Parties in view of the credit rating assigned by MANNI SIPRE's credit insurance to the Customer, and such credit rating is revoked or reduced by said insurance after Order Confirmation and prior to delivery of the Products to the Customer, MANNI SIPRE will be entitled to make delivery of the relevant Products conditional upon the provision by the Customer of an adequate alternative guarantee (advance payment, first demand bank guarantee, or other guarantee deemed sufficient by MANNI SIPRE, at its sole discretion). It is further understood that, even in such cases, the Customer will not be entitled to terminate, modify, reduce or cancel the Contract, for any reason.

5. DELIVERY AND PACKAGING

5.1. Unless otherwise set forth by MANNI SIPRE in its Order Confirmation (by making express reference to a different Incoterm), delivery of the Products shall always take place FCA at MANNI

SIPRE's premises in Italy (Incoterms 2020), even in cases when shipment of the Products is organized by MANNI SIPRE on behalf of the Customer and/or the relevant costs are anticipated by MANNI SIPRE and re-invoiced by the latter to the Customer, and even if MANNI SIPRE is indicated as the shipper or the consignor on the relevant shipping documents.

5.2 The date and terms of delivery indicated in the Order Confirmation shall not be considered of the essence pursuant to article 1457 of the Italian Civil Code, and may be subject to changes by MANNI SIPRE, which shall give prompt notice thereof to the Customer. Therefore, any possible delays in respect of the initially envisaged dates and terms of delivery, shall not entitle the Customer to raise any possible claim for damages (whether direct, or indirect) towards MANNI SIPRE, nor to terminate (whether in whole or in part) the relevant Order and/or Contract, unless otherwise expressly agreed upon in writing by the Parties.

5.3 Moreover, the Date and terms of delivery shall be deemed automatically extended in case of (even partial) delay or failure by the Customer - for any reason and under any title - to pay any amount owed to MANNI SIPRE.

5.4 Unless otherwise agreed upon in writing, MANNI SIPRE shall be always entitled to make partial deliveries.

5.5 Products are supplied with standard packaging suitable for normal transport and handling. Any possible special packaging desired by the Customer shall be expressly requested by the latter in writing when issuing the relevant Order, and the relevant costs shall be invoiced to it by MANNI SIPRE.

5.6 The choice of the type of packaging shall be made by the Customer, on a case-by-case basis, in view of the different needs and conditions of shipment, stocking and destination of the Products, and all responsibility and liability for any consequences deriving from such choice shall be entirely and solely borne by the Customer, with express exclusion of any liability or responsibility of MANNI SIPRE in relation thereto.

Customer is hereby expressly warned and advised that the use of a wrong or inadequate type of packaging, as well as the adoption of erroneous or improper methods of shipping, transport, stocking, handling or assembly of the Products, may significantly compromise and jeopardize the Products' quality and/or functioning.

6. COLLECTION OF THE PRODUCTS

6.1 As soon as – in compliance with the agreed delivery dates - the Products ordered by the Customer are ready for delivery, and within 10 (ten) calendar days of receipt by the Customer of the notice of goods ready for delivery sent to it by MANNI SIPRE by email or fax, the Customer shall collect the Products (or, in case of Products delivered CPT, it shall accept the relevant delivery at the place of destination indicated in the Order Confirmation).

In case of failure by the Customer to collect/accept the Products within the afore mentioned term, MANNI SIPRE shall be entitled to stock the Products outdoor, and will be relieved from any responsibility or liability for their possible theft or damages, as well as in case of possible defects, non-conformities and/or malfunctioning in said Products which may occur in consequence of their exposure to the elements. In all such cases the Customer shall further forfeit any and all warranty rights, and it shall be charged with handling and stocking costs of the Products, in an amount equal to 1% of the Products' value per each week.

6.2 Should the Customer's delay in collecting the Products exceed 30 (thirty) days from receipt by the Customer of the notice of goods ready for delivery MANNI SIPRE shall be entitled, at its discretion, to freight forward the Products to the Customer at the latter's full cost and expense or stock them at third party's premises at the expense of the Customer, or to terminate (in whole or in part) the relevant Contract/Order, by charging the Customer with liquidated damages in an amount equal to 3% (three percent) of the uncollected Products' value per each week of delay, or to sell the uncollected Products

to third parties, without prejudice – in all the above cases - to MANNI SIPRE 's right to proceed for the recovery of any additional damages suffered by MANNI SIPRE in consequence thereof.

6.3 In all cases, upon issue by MANNI SIPRE of the notice of goods ready for delivery pursuant to article 6.1 above, MANNI SIPRE shall be entitled (in case it has not already done so earlier) to issue and deliver to the Customer the relevant invoice, whose payment terms shall therefore start of running.

6.4 Without prejudice to the fact that the natural difference of weight existing between theoretical wights and actual weights is not a defect and does not entitle the Customer to raise any claim whatsoever, any possible apparent defects and non-conformities in the Products and/or missing Products which may be detected by the Customer upon delivery using ordinary diligence, shall be promptly notified by the Customer to MANNI SIPRE in writing by reporting them on the relevant bill of lading, on pain of forfeiture from any warranty

6.5 The possible existence of defects in some of the Products supplied by MANNI SIPRE to the Customer hereunder shall not entitle the Customer to refuse delivery and/or collection of other Products (whether similar or different) ordered by the Customer to MANNI SIPRE, nor to suspend payment of the relevant price.

7. WARRANTY

7.1. On the terms and conditions set forth here below, MANNI SIPRE hereby warrants to Customer that all Products supplied to the latter are free from defects in material and workmanship, and comply with the terms and specifications set forth in MANNI SIPRE's Order Confirmation.

7.2. The warranty set forth in this article 7 shall remain valid for a period of 12 (twelve) months from delivery of the relevant Products to the Customer, as provided in article 5, (the "Warranty Period") and will forthwith cease upon expiry of such term, without any possibility of extension or interruption.

7.3. Without prejudice to what set forth in article 6.4, any possible claims concerning alleged non-conformities or apparent defects in the Products shall be notified in writing by the Customer to MANNI SIPRE (by means of registered letter with return receipt, email, p.e.c. – i.e.: Italian certified email - or fax), within 8 (eight) days of delivery of the Products, on pain of forfeiture.

7.4 In turn, any possible hidden defects or non-conformities in the Products which cannot be detected upon delivery using ordinary diligence shall be notified in writing by the Customer to MANNI SIPRE (using the same means provided for above) within 8 (eight) days of the relevant discovery (of from the moment when they should have been discovered using ordinary diligence), on pain of forfeiture.

7.5 In no case shall the Customer be entitled to raise any warranty claim (whether for apparent or hidden defects or non-conformities in the Products), nor shall MANNI SIPRE accept any such claim, once expired 12 (twelve) months form delivery of the relevant Products, pursuant to article 5.

7.6 Should the Customer timely notify any defects or non-conformities in the Products pursuant to the provisions set forth above, and subject to acknowledgement of the existence of such defects or non-conformities by MANNI SIPRE, the latter - within the time reasonably required - will, at its discretion, either:

- (i) repair the defective Products and/or replace them, free of charge DDP at the agreed place of destination (Incoterms 2020); or
- (ii) refund to the Customer an amount equal to the difference between the purchase price of the defective Products paid by the Customer and the actual value of the same Products depreciated in consequence of their defects (being it however understood that in no case the amount owed by MANNI SIPRE to the Customer may exceed the original purchase price of the defective Products paid by the Customer); or
- (iii) reimburse to the Customer the entire purchase price of the defective Products, against return of the same by the Customer to MANNI SIPRE (if so requested by the latter, and at the latter's cost and expense).

Without prejudice to what set forth above, and except in case of willful misconduct or gross negligence,

MANNI SIPRE shall not be liable for any possible damages, costs, expenses or losses arising out of (whether directly or indirectly), or relevant to, defects or non-conformities in the Products supplied by the latter to the Customer.

7.7 The Customer shall put MANNI SIPRE in the condition to ascertain whether any possible claim for defects raised by the Customer hereunder is grounded or not. MANNI SIPRE shall be, therefore, always entitled to (and the Customer hereby undertakes to let MANNI SIPRE) inspect, verify and analyze (whether directly or through third party consultants appointed by MANNI SIPRE) the allegedly defective Products.

7.8 The warranty on any Products repaired or replaced by MANNI SIPRE pursuant to this article shall expire upon expiry of the original Warranty Period relevant to the defective Products originally purchased by the Customer. Moreover, the Customer hereby expressly waives the right to terminate the Contract/Order in consequence of any defects in the Products.

7.9 The warranty provided for in this article 7 is the sole warranty offered by MANNI SIPRE to the Customer in relation to the Products sold to the latter. No other warranty (whether express or implied, conventional or by operation of law, including any warranty of merchantability and/or fitness of the Products for any particular purposes) is granted by MANNI SIPRE to the Customer, who shall not be entitled to any other right, remedy, intervention and/or compensation towards MANNI SIPRE, being in particular hereby expressly excluded and waived by the Customer - to the maximum extent permitted by law – any liability or responsibility of MANNI SIPRE for direct, indirect, incidental or consequential damages which may derive to the Customer in consequence of any possible defects and/or non-conformities in the Products (as well as from any delay in the relevant delivery).

7.10 The Customer shall not be entitled to any warranty right or remedy whatsoever in case of any possible defects, damages, non-conformities or malfunctioning in the Products which, rather than being original defects or non-conformities of the Products, are caused by, or arise out of any of the following circumstances:

- (i) improper use, storage, maintenance, handling, assembly and/or application of the Products by the Customer or by any third party;
- (ii) oxidation of the Products for causes attributable to the Customer or to third parties;
- (iii) fire, or any other accident, or negligence not attributable to MANNI SIPRE;
- (iv) any unauthorized modification or tampering of the Products;
- (v) any omission, fault and/or error in the information and/or technical specification provided by the Customer to MANNI SIPRE for the fabrication and/or dimensioning of the Products;
- (vi) any other cause not attributable to a gross negligence by MANNI SIPRE.

8. RETENTION OF TITLE

8.1. All Products supplied to the Customer shall remain the property of MANNI SIPRE until full payment of the relevant price by the Customer.

Delivery of the Products to the Customer shall nevertheless entail identification of the goods and transfer of the relevant risk to the Customer: therefore, as from delivery of the Products to the Customer and until they remain the property of MANNI SIPRE, Customer shall be fully liable towards MANNI SIPRE for (and shall keep the latter harmless from) any damage, loss, risk, cost, expense or liability which may derive to MANNI SIPRE, whether directly or indirectly, from, or arising out of, or in connection with the Products, their use or disposal by the Customer or by any third party, and/or any loss of the Products or damage to the same (for any reason whatsoever, including in case of transfer of the Products by the Customer to any third party and/or of transformation, processing or assembly of the Products, and/or of incorporation of the Products into any other products owned the Customer and/or of by any third party).

8.2 In case of transfer of the Products to third parties by the Customer prior to full payment of the relevant price by the latter, the Customer shall adopt and implement (at its sole cost and expense) all

deeds and formalities necessary to render the retention of title in favor of MANNI SIPRE valid and enforceable in respect of such third parties, as well as to subrogate MANNI SIPRE in all credit rights of the Customer towards such third parties, up to an amount corresponding to the Products' price still owed by the Customer to MANNI SIPRE.

8.3 The Customer shall inform MANNI SIPRE in writing, within 24 hours of any enforcement or precautionary measures carried out by third parties with respect to the Products subject to retention of title. The Customer shall be liable towards MANNI SIPRE for, and shall keep the latter harmless from any cost or damage which may be suffered by MANNI SIPRE as a result of such third-party measures carried out with respect to the Products

9. WITHDRAWAL

9.1. Without prejudice to any other right of withdrawal provided for by these General Conditions of Sale, MANNI SIPRE – by giving written notice to the Customer (and without the latter being entitled to raise any claim or demand in respect thereof) – shall be entitled to withdraw from any Order or Contract for the sale of Products entered into with the Customer (with limited extent to the part of such order or contract not yet executed at the date of withdrawal) in the following cases:

- (i) in case of delay or failure by the Customer to timely make any payment hereunder;
- (ii) in case the Customer (or any of its shareholders and/or directors) is insolvent, or subject to any protests, or court orders, or to any judicial or extra-judicial proceedings under bankruptcy law.

10. FORCE MAJEURE

10.1 MANNI SIPRE shall not be held liable towards the Customer on account of any possible delay or failure to comply with its contractual obligations (and for any consequent damages or costs deriving therefrom) which may be caused by, or due to (whether directly or indirectly) any cause beyond MANNI SIPRE's reasonable control, including (without limitation), strikes, union agitation, lock-outs, interruption or suspension of shipments and/or transports, accidents, fire, import or export bans, delay of carriers, delays in the delivery of raw materials by suppliers, limitation of energy sources, short supply or absence of raw materials, compliance with any law, regulation or other governmental (or other public authority's) order, whether or not valid, insurrection, war-like acts, war, the elements, embargoes, lock-downs, epidemics or pandemics (including the ongoing Covid-19 pandemic), force majeure, acts of God or any other cause beyond MANNI SIPRE's reasonable control (and this even in case at the time the impediment occurs MANNI SIPRE is already late in complying with the contractually agreed terms).

10.2 Should the impediment last for more than 30 (thirty) consecutive days, MANNI SIPRE shall be entitled to withdraw from the Order/Contract, or from any portion thereof not yet fulfilled, by giving written notice thereof to the Customer, who shall not be entitled to raise for that reason any complaint or claim, under any title whatsoever, towards MANNI SIPRE.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. These General Conditions of Sale and all Orders and Contracts for the sale of the Products disciplined by the same, shall be governed by, and shall be construed in accordance with the laws of Italy with express exclusion of the 1980 Vienna Convention on the international sale of goods (except for article 11 of such convention, concerning the requirements as to form, which shall keep applying).

11.2 Any possible controversy between MANNI SIPRE and the Customer arising out of, or relevant to, or connected with the interpretation, application, execution and/or termination of these General Conditions of Sale and/or of any Orders or Contracts for the sale of the Products governed by the

same:

- (i) if the Customer has its registered offices within the European Union: shall pertain to the exclusive jurisdiction and sole venue of the Courts of Verona, Italy, even in case of connected cases;
- (ii) if the Customer has its registered offices outside the European Union: unless otherwise agreed upon by the Parties and indicated in the Order Confirmation: shall be finally settled through arbitration in accordance with the Rules of Arbitration of the Chamber of Arbitration of Milan by a panel of three arbitrators appointed in accordance with said Rules. The arbitration proceedings shall take place in Milan (Italy) and shall be conducted in the Italian language. All the relevant costs, including reasonable attorneys' fees, shall be borne by the unprevailing Party.

12. FINAL PROVISIONS

12.1 Neither Party shall be entitled to transfer, assign or otherwise dispose of any of its rights or obligations arising from these General Conditions of Sale (and/or from any Order/Contract governed by the same) without the prior written consent of the other Party.

12.2 Should any of the provisions of these General Conditions of Sale be declared null and void or contrary to the applicable law, the validity of the remaining provisions hereof shall in no way be affected. All the provisions which are null and void, shall be replaced by the Parties by legally valid provisions which – to the maximum extent allowed by the law - shall have the same juridical and economic scope and effect of those annulled.

12.3 Failure by either Party to enforce at any time any of the provisions of these General Conditions of Sale shall not be construed as a waiver of such provisions, nor as a waiver of such Party's right to thereafter enforce the same provisions.

THE CUSTOMER

(SIGNATURE AND COMPANY STAMP)

The Customer hereby states and declares to expressly approve, for the purposes and to the extent provided for by Articles 1341 and 1342 of the Italian Civil Code, the provisions contained in the following articles of these General Conditions: 1.1 and 1.2 (automatic supplement and prevalence over any other document) 2.1 (firm order), 2.3 (tacit acceptance of the order confirmation), 2.4 (keep harmless obligation), 3.3 and 3.4 (adjustment of prices after order confirmation), 4.3 and 6.5 (*sol ve et repete* and waiver of any set-off), 4.4 (right to suspend supplies other than those whose payment is delayed; termination; acceleration clause and penalty), 4.6 (right to suspend execution), 6.1 and 6.2 (Manni Sipre's rights in case or late collection of Products and limitation of Manni Sipre's responsibility), 6.4 (time limit on pain of forfeiture), from 7.3 to 7.6 (limited warranty and relevant contents, exclusion of any other warranty, time limits on pain of forfeiture), 7.8 (duration of the warranty on repaired or replaced products), 7.9 (waiver of any other right), 8 (retention of title and keep harmless obligation), 9 (withdrawal), 10 (force majeure and withdrawal) and 11.2 (exclusive jurisdiction and arbitration).

THE CUSTOMER

(SIGNATURE AND COMPANY STAMP)

Signed in , on