

## 1. Definitions

In these general terms and conditions of sales the following words and expressions shall have the meaning set forth hereinafter:

- a) Buyer: the buyer of the Products;
- b) Delivery Date: the date communicated by Seller to Buyer for the delivery of the Products;
- c) GTCS: these general terms and conditions of sales;
- d) Order: the order of the Products placed by Buyer;
- e) Parties: Seller and Buyer;
- f) Price: the purchase price of the Products indicated on the corresponding invoice.
- g) Products: the goods listed in the catalog and/or in the offer, subject of the sales contracts between Seller and Buyer;
- h) Seller: Rivacold Srl, the company within the VAG group's distribution network that sells the Products to the Buyer.

## 2. General terms and conditions

These GTCS shall apply to all contracts concluded between Seller and Buyer for the supply of the Products.

The GTCS apply to all transactions concluded between Seller and Buyer without the necessary express reference to them or a specific agreement to that effect at the conclusion of each individual contract. Any different terms or conditions shall apply only if confirmed in writing by Seller.

Seller reserves the right to amend, integrate or change the GTCS without prior notice. It is Buyer's responsibility to request the latest version of the GTCS from Seller before placing the Order.

The text of this GTCS is executed in two original counterparts, both in Italian and in English. In case of any discrepancy, the text in Italian shall prevail over the text in English.

## 3. Scope of the contract between the Parties

The contract exclusively includes what is indicated in the confirmed Order and in these GTCS. The specifications and details shown in catalogs, on the web, and/or any other documentation related to the Products covered by the Order are to be considered purely indicative and not binding on Seller.

## 4. Order and Order confirmation – Conclusion of the sale contract

Orders are deemed to be an irrevocable purchase offer by the Party placing them and are not binding on Seller, who reserves the right to accept or reject them at its sole discretion.

By way of example, Seller may reject an Order if Buyer:

- a. is or has previously been in default, for any reason, towards Seller;
- b. is listed in the register of protests or is subject to enforcement procedures;
- c. is undergoing bankruptcy proceeding, receivership, composition or any other insolvency procedure;
- d. is in such a condition as to jeopardize the regular payment of the goods covered by the contract, based on analysis carried out for the purpose of prevention and control of the risk of insolvency, fraud control and credit protection.

Seller reserves the right, in any case, to accept the Order by applying particular methods of payment and/or the issuance of a suitable guarantee. Any modifications to the Order, even if made through Seller's agents, shall not be binding on Seller, who may accept or reject them without prejudice to the original Order. The placing of the Order automatically implies acceptance of these GTCS. During the performance of the contract, Buyer may not raise or object to facts, circumstances, and/or conditions that depend directly or indirectly on a lack of knowledge of the provisions in the GTCS.

The Order shall not be deemed accepted until Seller sends its written Order confirmation to Buyer. Notwithstanding the foregoing, the issuance of the invoice by Seller or the execution of the Order shall be deemed confirmation.

If the Order confirmation includes provisions which are in addition to or different from those of the Order, such provisions shall be deemed accepted by Buyer, and the contract shall be considered concluded upon the occurrence of the first of the following events:

- a. Seller receives a letter of credit procured by Buyer;
- b. Seller receives full or partial payment of the supply price;
- c. Buyer receives and accepts, in whole or in part, the Products indicated in the Order.

### **5. Prices**

Seller reserves the right to change prices at any time and without prior notice.

The prices applied are those indicated in the price list in force at the time the Order is placed; such prices do not include shipping costs.

### **6. Shipping and delivery**

Unless otherwise agreed upon by the Parties, Seller shall deliver the Products to Buyer in accordance with the delivery term Ex works – Seller premises – Incoterms® 2020 ICC.

### **7. Payment Terms**

Payment terms will be as specified in the order confirmation. Payments shall be made without any deduction for offsets or claims.

If Buyer is delinquent in its payment obligation to Seller, then Buyer shall be required to pay late payment interest calculated in accordance with Legislative Decree No. 231/01 and subsequent amendments. Failure or delay in payment by Buyer for any reason whatsoever shall entitle Seller to demand advance payment of Orders already invoiced and to cancel the fulfillment of any other Orders in progress without the Buyer being entitled to make any claims for compensation, indemnity, etc, without prejudice to any other right or remedy available at law or pursuant to these GCTS or to the contract concluded between the Parties.

### **8. Delivery terms**

Delivery terms shall be subject to variations in consideration of the Products ordered and specific requests made by Buyer. Delivery terms provided in the Order confirmation shall always be considered indicative and shall not be binding on Seller.

Seller reserves the right to carry out partial deliveries.

If Buyer requests to suspend or postpone the delivery of the Products after the acceptance or confirmation of the Order, Seller may issue the relevant sales invoices thereby initiating the running of the agreed terms of payment. In such case, the Products shall remain in storage at Seller's warehouse, without any responsibility of Seller for the safekeeping of the same; furthermore, without prejudice to any other right of Seller, including the right to compensation for further damage, the Buyer shall pay to Seller, as a penalty, an amount to be calculated as follows: 0.25% of the Price for a storage period between 30 and 60 days, 0.5% of the Price for a storage period between 60 and 90 days, 1% of the Price for a storage period between 90 and 120 days.

Any delays in delivery shall not entitle either to cancellation of the Order or to compensation for any direct or indirect damages.

### **9. Retention of title**

Seller retains title to the Products delivered to Buyer until receipt of the full price and any other amounts due.

Buyer shall store and maintain the goods purchased in good faith until Seller successfully receives full payment. Buyer shall refrain from engaging in any act or conduct that would prevent Seller from validly exercising the right as set forth in this article.

### **10. Early termination**

Failure to comply with the terms of payment, as well as any delay by the Buyer in collecting the Products that should continue for more than 120 (one hundred and twenty) days from the Delivery Date and/or any breaches of the provisions set forth in article 17 of these GTCS entitle Seller to terminate the contract pursuant to Article 1456 of the Italian Civil Code by means of appropriate written notice, without prejudice to Seller's right to:

- a. retain what has been received from Buyer as compensation for the damage suffered and for Buyer's use of the goods, without prejudice to any further action for damages;
- b. suspend the fulfillment of any Orders or remaining Orders in progress.

### **11. Claims**

Any claims regarding the condition of the packaging, quantity, number, or exterior features of the Products (apparent defects) must be notified to Seller within eight (8) days from delivery of the Products, under penalty of forfeiture. Any claims relating to defects not detectable by diligent inspection at the time of receipt (hidden defects) must be notified to Seller by registered letter with return receipt within eight (8) days from the date of discovery of the defect, and in any case no later than twelve (12) months from the delivery, under penalty of forfeiture. Eventuali reclami o contestazioni non danno diritto all'Acquirente di sospendere o comunque ritardare i pagamenti dei Prodotti oggetto di contestazione né di altre forniture.

No claims will be accepted on Products damaged by transportation and/or subsequent handling after purchase.

### **12. Defects and warranty**

Unless otherwise agreed in writing between the Parties, Seller warrants its Products for a period of twelve (12) months from the from the date of delivery to Buyer of such Products.

Should Buyer find any defects and faults with respect to such marketed Products sold by Seller, it shall report them to Seller, as set forth in article 11.

For some Products, Seller reserves the right to request analysis and verification of the alleged discrepancy/defect directly from the manufacturer of the Products. In such cases, the analysis may result, without possibility of derogation, in the destruction of the Products themselves. For this reason, the Buyer is required to give written notice of the authorization to proceed with this type of analysis, accepting the possible destruction of the Products as well as any costs that the manufacturer may charge for the analysis, which will be reimbursed to the Buyer should the analysis confirm the discrepancy or defect.

For hermetic compressors and electrical components, recognition of warranty will be within the terms and limits provided by the manufacturer of such products.

Seller does not recognize defects and faults arising from improper use of the Products, improper transportation, storage and maintenance, improper installation, force majeure, fault or negligence of Buyer or user.

The warranty provides, at Seller's option, for replacement or repair of the Products, which must be returned to Seller's premises at Buyer's expense.

Products replaced or repaired under warranty shall be subject to the same warranty for a period of six (6) months from the date of repair or replacement.

Should Seller's liability be established, it shall not exceed the price of the Products in respect of which a claim has arisen, further compensation and/or indemnity for any title and/or reason whatsoever being excluded in any event.

No damages may be claimed by Buyer from Seller for delays in carrying out repairs or replacements. If Buyer notifies defects within the terms indicated above in article 11, but upon verification, the claims are found to be unfounded, Seller shall be entitled to reimbursement of expenses incurred as a result of notifying defects or faults that proved non-existent.

In any case, Buyer may not assert warranty rights against Seller if Buyer is delinquent in its payment obligations.

### **13. Force majeure**

Seller shall not be held liable for delays or failure to fulfill its obligations due to force majeure (including, but not limited to, lack of energy or raw materials, strikes, government measures, impediments to circulation or production activities, epidemics, and natural disasters).

### **14. Right of withdrawal**

Seller reserves the right to withdraw from the contract in the event that, after confirmation of the Order, there occur circumstances which, in its sole discretion, discourage Seller's performance or continuation of the contract including, but not limited to: changes in Buyer's credit standing, obligation to comply or conform the Products to certain regulatory provisions, prohibition or unsuitability of resale of the Products to certain destinations or end users. The exercise of this right does not entitle Buyer to compensation or other claims.

### 15. Order cancellation

If Buyer cancels an Order in whole or in part, Seller reserves the right to charge Buyer a penalty equal to 30% (thirty percent) of the Price of the canceled Order. In any case, Seller may retain all sums paid as a deposit.

In no event shall any failure by Seller to exercise any right constitute a waiver of the right to demand exact performance, such omission having to be qualified as a mere act of tolerance.

### 16. Personal data protection

Personal data provided by Buyer or otherwise acquired by Seller in the course of its activities will be treated in accordance with EU Regulation No. 679/2016 and Legislative Decree No. 196/2003. The term "treatment" means any operation or set of operations carried out with or without the aid of automated processes applied to personal data or sets of personal data, such as collection, recording, organization, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, comparison or interconnection, restriction, deletion, or destruction of data. Seller declares that the data will be treated for the performance of the contract and will not be disclosed to third parties, with the exclusion of companies belonging to the VAG group. In relation to the data provided Buyer may exercise the rights provided in Article 12 of EU Regulation No. 679/2016: access, rectification, erasure, restriction of processing, portability, objection.

### 17. Export control

The Parties acknowledge that they and the Products sold or otherwise transferred under these GTCS or under the sale contract concluded between the Parties may be subject to laws, regulations and orders of the European Union, the United States and other supranational and domestic entities that provide for export controls, embargoes and sanctions ("**Export Regulations**").

Buyer, in the event that it resells the Products, shall, under its sole responsibility, comply with all applicable Export Regulations with respect to the Products and the countries to which they will be transported, exported, imported, resold or used.

Buyer shall indemnify and hold Seller harmless from any liability whatsoever arising from or connected to any violation of the Export Regulations, as well from any claim for damages of any nature which may be directly or indirectly connected to or which may in any way be traced back to the violations of the Export Regulations.

In particular, Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied under or in connection with the contracts concluded between Seller and Buyer, of which these GTCS form an integral part, if such Products fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, including any subsequent amendments.

Buyer shall undertake its best efforts to ensure that the purpose of the above prohibition is not circumvented by third parties further down the supply chain, including by possible resellers.

To fulfil this obligation, Buyer shall establish and maintain an adequate monitoring mechanism to detect any conduct by third parties, including resellers, that may breach these requirements.

In the event of any violation of the prohibitions related to sales, exports, or re-exports to the Russian Federation as outlined above, Seller shall have the right to seek appropriate remedies, which may include,

but are not limited to: (i) termination of the contracts concluded between Seller and Buyer, of which these GTCS form an integral part; and (ii) a penalty of 20% of the price of the Products exported in violation of these terms.

Buyer shall immediately inform Seller about any problems related to compliance with the provisions of this article 17, including any relevant activities by third parties. Upon Seller's request, Buyer shall provide information demonstrating compliance with these obligations within two weeks of such a request.

The provisions of this article 17 are in addition to any other provision of the GTCS or of the sale contract concluded between the Parties related to compliance with any laws or regulation. To the extent that this article is inconsistent with any other provision of the GTCS or of the aforementioned sale contract, the Parties agree that the provisions of this article supersede any such inconsistent provision. The Parties further agree that the obligations under this article survive the termination of the contract concluded between the Parties.

### **18. Applicable law - Dispute resolution**

These GTCS and all sale contracts that the Parties shall execute pursuant to these GTCS shall be governed by Italian laws, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods - Vienna Convention of 1980.

Any dispute arising out of, and/or in connection with, these GTCS or the sale contracts that the Parties shall execute pursuant to these GTCS, including any dispute regarding its validity, interpretation, breach or termination, shall be exclusively referred to, and finally resolved by arbitration, by a sole arbitrator, under the Rules of Procedure of the Chamber of Arbitration of Milan, which rules the parties declare to know and accept. The seat of arbitration shall be, and the award shall be delivered in, Milan (Italy). The language to be used in the arbitral proceedings shall be English.

Irrespective of the above, Seller reserves itself the unconditional right to initiate legal proceedings under the jurisdiction of Buyer, before the competent court.