

ART. 1: SCOPE OF APPLICATION

- 1.1 These General Conditions of Sale ("General Conditions") apply to all supplies relating to products ("Products", "Product") manufactured and marketed by FCR SPA (hereinafter also the "Seller").
- 1.2 The General Conditions are published and consultable on the website www.fcr.it and, therefore, are understood to be known and accepted by the Purchaser (hereinafter also the "Purchaser"), even by mere conclusive fact or conduct, regardless of the express written acceptance by the Buyer.
- 1.3 The General Conditions may be waived or modified, only in writing, by the Parties. In case of derogation or modification of the General Conditions, the same General Conditions apply for the parts not derogated or not modified.
- 1.4 Any general purchase conditions of the Buyer do not apply, even partially, unless they are accepted in writing by the Seller.

ART. 2: ORDER AND CONCLUSION OF THE CONTRACT

- 2.1 The supply order formulated by the Buyer is to be considered accepted by the Seller and, consequently, the sales contract concluded, following the sending of the Order Confirmation by the Seller or when the Seller executes the order through conclusive. The contract is considered concluded in the terms and conditions indicated in the Order Confirmation.
- 2.2 The supply order sent by the Buyer is to be understood as an irrevocable purchase proposal pursuant to art. 1329 Civil Code and is, therefore, irrevocable and unchangeable without the prior written consent of the Seller.
- 2.3 The order relating to Products built at the request of the Buyer cannot be canceled and/or modified, even partially, without the prior written consent of the Seller.
- 2.4 The supply order sent by the Buyer does not bind the Seller until its acceptance according to the methods indicated in the previous art. 2.1. Changes to the order, after the conclusion of the contract, are valid only if agreed in writing by the Parties.

ART. 3: DELIVERY TERMS

- 3.1 Delivery terms, calculated in working days, are never binding for the Seller and must, therefore, be considered merely indicative and non-essential. The Seller cannot be held responsible for any damages, even indirect and/or of any nature, that may arise to the Buyer as a result of the delay or failure to deliver the Products within the terms indicated. The Buyer will therefore not be able to make any request for compensation for any damage, even indirect and/or of any nature, resulting from the delay or failure to deliver the Products within the terms indicated. No penalty for late delivery will apply.
- 3.2 The delivery terms start from the date of conclusion of the Contract, as indicated in the previous art. 2.1. ("Order and conclusion of the contract"), or from a different date specified in the Contract. If the Buyer must pay part of the price as a deposit or must provide guarantees, the delivery terms start from the payment of the deposit or from the release of the guarantees. In the case of multiple orders, they start from the last of these.
- 3.3 The delivery terms may, in any case, be suspended in the following cases:
 - a) unforeseeable circumstances and/or force majeure and/or other circumstances not attributable to willful misconduct and/or fault of the Seller, such as, by way of example, strikes, unrest unions, lockouts, fires, floods, health emergencies, unexpected business difficulties, unexpected labor shortages, unexpected lack of availability of raw materials and/or energy;
 - b) impediments, delays or failure to deliver materials by the Seller's suppliers for reasons not attributable to the latter;
 - c) default by the Buyer if he does not promptly provide what is requested by the Seller for the correct fulfillment of the order;
 - d) failure by the Buyer to fulfill the payment obligation of one of the agreed payment deadlines, also with reference to other supplies.
- 3.4 The terms for delivery will start again from the day following the day on which the reason that led to the suspension ceases.

- 3.5 In the event of changes to the Products agreed by the Parties after the conclusion of the Contract and during its execution, the delivery terms are automatically extended by the reasonable period, at the discretion of the Seller, to make the changes.

ART. 4: SUSPENSION OF THE EXECUTION OF THE CONTRACT

- 4.1 The Seller may suspend the execution of the Contract if the financial conditions of the Buyer have become such as to place the achievement of the consideration in clear danger, unless the Buyer provides a guarantee deemed suitable in the opinion of the Seller.
- 4.2 The Seller may suspend the execution of the Contract until the Buyer has promptly provided a guarantee, deemed appropriate by the Seller, for the fulfillment of its contractual obligations, if one or more of the following circumstances occur: - in the event that the Buyer is in default of what is requested by the Seller for the correct fulfillment of the order; - in the event of failure by the Buyer to fulfill the payment obligation of the portion of the consideration due as a down payment or failure by the Buyer to fulfill the payment obligation of one of the agreed payment deadlines or failure to issue the guarantees within the agreed terms, also with reference to other supplies; - in the event that the Buyer is in a state of insolvency, is incapable of fulfilling existing contractual obligations towards third parties, is declared bankrupt or is admitted to any insolvency or similar proceeding. - should there be protests, seizures, foreclosures and/or, more generally, any prejudicial act that would cast doubt on the solvency of the Buyer and, therefore, the consequent payment of the consideration within the agreed terms and on the agreed deadlines;
- 4.3 If one or more hypotheses provided for by art. occur. 4.1 or 4.2 and the Buyer has not promptly provided a suitable guarantee for the fulfillment of its contractual obligations, this failure will constitute a reason that may legitimize the Seller to make use of the express termination clause provided for by the art. 12.

ART. 5: FCR GLOBAL TRADE POLICY

- 5.1 In compliance with the provisions adopted by the European Union, the United Nations, and the United States regarding dual-use products, anti-terrorism measures, and sanctions regimes governing international trade, the Supplier has adopted a specific export procedure aimed at identifying the parties and countries receiving the goods supplied. Specifically, by placing an order, the Buyer agrees not to sell or transfer ownership of the products supplied by FCR to third parties incompatible with those indicated in the "lists of prohibited parties" or intended for applications or uses in violation of the export control laws and regulations adopted by the European Union, the United States, the United Nations, or any other applicable law. The Buyer also represents that it and its end customer are not directly or indirectly owned, by 50% or more, by one or more parties included in the "lists of prohibited parties," or act on behalf of or for the benefit of, directly or indirectly, any of the latter. "Prohibited Parties Lists" means any list published by the United Nations, the European Union, the United States, or other countries as updated from time to time, including, but not limited to:

- The List of Designated Nationals and Prohibited Persons maintained by the U.S. Office of Foreign Assets Control (OFAC);
- The List of Prohibited Entities and Persons maintained by the U.S. Department of Commerce's Bureau of Industry and Security (BIS);
- The List of Legally or Administratively Prohibited Parties maintained by the U.S. Department of State's Defense Directorate of Trade Controls;
- The Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions;
- The Consolidated List of Persons, Groups, and Entities Subject to United Nations Security Council Sanctions.

In this regard, the Buyer, if the purchased goods are intended for future export, undertakes to:

- a. Comply with the prohibitions and restrictions deriving from national, EU and international legislation, ensuring that this behavior is also extended to its commercial partners.
- b. Communicate to the Supplier, at the same time as sending the order or purchase contract, the

- destination or final recipient of the goods being supplied.
- c. Deliver to the Supplier any documentation necessary to identify the end user, the intended use of the products supplied, as well as, where necessary, copies of the licenses or permits required by international legislation.
 - d. Immediately inform the Supplier of any change in ownership, control and/or other circumstances that could constitute a violation of this clause.
 - e. Not directly or indirectly export the goods purchased from the Supplier to the territories of Crimea/Sevastopol/Donetsk/Luhans, Iran, Syria, Russia, Belarus, Cuba and North Korea.

Buyer will not do anything that could cause Supplier to violate Export Laws and shall protect, indemnify, defend, and hold harmless Supplier from any fines, penalties, losses, and liabilities incurred by Buyer due to failure to comply with this trade compliance clause. Failure to comply with this paragraph shall be deemed a material breach of contractual obligations and grounds for termination of the contract. Supplier therefore reserves the right to refuse to enter into or execute, as well as cancel, any order at its sole discretion if it believes Buyer has not complied with this trade compliance clause.

ART. 6: METHOD OF RETURN OF GOODS AND DELIVERY

- 6.1 Unless otherwise agreed in writing, the Products are sold ex warehouse of the Seller (EXW/Carriage Collect), located in Cinisello Balsamo, via Greppi snc or in Vittuone, via Tonale 1/3 as specified in the order confirmation.
- 6.2 It is the Buyer's responsibility to communicate to the Seller, when formulating the order, the name of the person specifically appointed, or of the carrier possibly appointed for collection. All transport costs and charges will be borne entirely and directly by the Buyer.
- 6.3 The collection must take place without delay within 15 days of the communication of making the Products available. After this deadline, the Seller will charge the Buyer all costs/expenses for storage, warehousing, custody of the Products and any other costs and expenses incurred due to failure to collect the ready goods upon notice.
- 6.4 If requested by the Buyer, while the delivery ex warehouse of the Seller remains confirmed, in terms of transfer of risk and in terms of responsibility for transport costs and charges, which remain entirely at the Buyer's expense, the Seller will appoint a carrier to own choice to carry out the transport of the goods to the domicile of the Buyer. If this occurs, the Seller will advance the cost of transport, charging the same amount on the purchase invoice.
- 6.5 The return of the goods carried out carriage paid, as expressly indicated in the Order Confirmation, must be understood as a mere exception to the rule referred to in points 6.1 and 6.4 and therefore does not extend to deliveries other than that for which it is specifically established in Order Confirmation.
- 6.6 Unless otherwise agreed, all orders will be processed in a single shipment.

ART. 7: PRICES

- 7.1 Without prejudice to any other agreement, the prices indicated in the official price list in force on the date of conclusion of the Contract as identified in the art. 2.1.
- 7.2 Prices are always to be understood as expressed in Euros net of the VAT rate in force at the time of invoicing and net of packaging and transport costs.

ART. 8: BILLING

- 8.1 The conditions, terms and methods of payment as agreed and indicated in the commercial contract, in the order confirmation or in the invoice are to be considered mandatory.
- 8.2 Any acceptance of payments made in discrepancies will have the value of mere tolerance and will not entail a waiver on the part of the Seller to demand strict observance of the agreed conditions, terms and methods for subsequent payments.
- 8.3 Any expenses for certifications, additional tests, taxes, special packaging, loads, transport, insurance, freight, customs fees, customs stops, duties and any other additional charges not expressly listed in the Contract are to be considered the sole responsibility of the Buyer and will be separately indicated on the invoice.
- 8.4 Failure to specifically and documented contestation of an invoice, within a maximum of 15 calendar days from the date of receipt of the same, will constitute full confirmation of acceptance of the Products.

ART. 9: PAYMENT TERMS

- 9.1 Payments must be made directly to the Seller's domicile within the terms and in the manner set out in the Contract.
- 9.2 Payments are due within the agreed terms even in cases of delay in the arrival of the goods, or of partial or total damage or loss occurring during transport, as well as in the event that the goods made available to the Buyer do not come from the Buyer itself retreat.
- 9.3 In the event of delayed and/or failed payment of even a single invoice within the agreed deadlines, the Seller is entitled to declare the Buyer forfeited from the benefit of the term pursuant to art. 1186 cod. civil and consider the contract terminated by law. Failure to pay within the agreed terms will result in the Buyer being charged the default interest referred to in the art. 5 Legislative Decree 231/02 and the costs for the recovery of the sums as regulated by the Legislative Decree. 231/02, as amended by Legislative Decree. 192/2012. The charging of interest is without prejudice, in any case, to compensation for any greater damage suffered by the Seller.
- 9.4 The place of fulfillment of the pecuniary obligations deriving from the contracts concluded with the Buyer is the registered and administrative headquarters of the Seller.
- 9.5 Any payments made to Agents, representatives or sales assistants, etc., are not considered to be made for the purpose of fulfilling the Buyer's obligation to pay the price.
- 9.6 For no reason and under no circumstances may the Buyer suspend and/or defer payment of the price, not even in the event of a dispute and/or complaints regarding any faults and/or defects in the goods supplied.
- 9.7 The Buyer will not be able to offset, without the written consent of the Seller, its debt deriving from the Contract with any claims it may have against the Seller itself.

ART. 10: PRODUCT WARRANTY

- 10.1 Unless otherwise agreed, the Seller grants the Buyer a product warranty of 12 (twelve) months starting from the distinct delivery dates of the Product. Upon delivery of the goods, the Buyer is required to verify the conformity of the Product with the Contract.
- 10.2 The Buyer loses the warranty right if he does not report the faults or defects of the Products in writing to the Seller within 8 (eight) days of discovery or, in the case of apparent faults or quality defects, within 8 (eight) days of delivery of the Products.
- 10.3 The warranty action expires, in any case, one year from delivery. The warranty consists of the free repair or replacement, partial or total, of the Product or components of the Product that do not conform due to manufacturing or material faults or defects, at the sole discretion of the Seller.
- 10.4 To exercise the warranty right, the Buyer must provide, within the indicated deadline, in writing, a specific and detailed description of the alleged flaw or defect found, and attach photographs of the Product from which what is stated can be seen; all to be sent by e-mail to the e-mail address sales@fcr.it
- 10.5 The operation of the Guarantee is excluded in relation to faults and/or defects and/or non-conformities that may arise due to transport, improper use or inadequate or otherwise negligent, imprudent and impermanent storage, in relation to the nature and to the characteristics of the Products.
- 10.6 The Seller reserves the right to examine the Products allegedly flawed and/or defective and/or non-compliant, for the purpose of evaluating the existence of the faults, defects and/or non-conformities reported by the Buyer and whether they are covered by the Warranty. . In case of denial, at the sole discretion of the Seller, of the operation of the guarantee, the Seller will charge the Buyer for any costs/expenses incurred.
- 10.7 In any case, the return of the Products must be authorized in advance by the Seller.

ART. 11: WARRANTY LIMITATIONS AND EXCLUSIONS

- 11.1 The Seller cannot be held responsible in any way for the choice of the Product made by the Buyer and therefore no damages can be requested resulting from the choice of the Product ordered.
- 11.2 The fulfillment of the warranty obligation by the Seller excludes any liability of the same for damages resulting from any faults and defects in the Product. In any case, the compensation cannot exceed the value of the defective supply.

ART. 12 EXPRESS TERMINATION CLAUSE

- 12.1 The Contract will be terminated by right, pursuant to Article 1456 of the Civil Code, as a result of the simple written declaration of the Seller that it wishes to make use of this express termination clause, if one or more hypotheses

provided for by the art. occur. 4.1 or 4.2 and the Buyer has not promptly provided any suitable guarantee, at the sole discretion of the Seller, for the fulfillment of its contractual obligations or has provided it late.

ART. 13: RETURN OF GOODS

- 13.1 The Seller does not accept returned goods.
- 13.2 Without prejudice to the provisions of the previous paragraph and what is established regarding the guarantee, the Seller reserves, at its sole discretion, the right to accept the return of Products delivered and unused, provided that they are in intact packaging. The right to return is, in any case, limited to products in stock and is excluded after 90 (ninety) days from delivery.
- 13.3 Unless otherwise agreed, the return of the Products must be carried out, at the Buyer's expense and risk, only after having received the Authorization to return the Products from the Seller and, in any case, no later than 15 (fifteen) days from receipt of this. The price of the Products whose return has been authorized will be returned with a devaluation of 30% of the value, to cover administrative, control and storage costs.
- 13.4 Products sent to the Seller without compliance with the provisions of the previous articles will be returned to the sender with risks and expenses borne by the Buyer.

ART. 14: TRADEMARKS AND DISTINCTIVE SIGNS

- 14.1 The use by the Buyer of trademarks, names or other distinctive signs referring to the Products must be respectful of their commercial image. The Buyer undertakes to recognize and respect the de facto or registered trademarks, trade names, designs, patents and their applications distributed by the Seller.
- 14.2 The Buyer undertakes not to use for purposes unrelated to the performance of its contractual obligations and not to disclose to third parties, even after the termination of this contract, corporate and commercial secrets and other confidential information regarding the Seller's activities of which it is in any case become aware of during the course of this contract.

Art. 15: PRIVACY

- 15.1 During the performance of all activities connected to the execution of this Contract, each of the Parties may find themselves in the position of having to process personal data relating to employees and/or collaborators of the other Party, which is why each of them hereby undertakes to proceed with the processing of such personal data in accordance with the provisions of Regulation (EU) 2016/679 regarding the protection of personal data as well as all legal provisions applicable from time to time.
- 15.2 The Parties undertake to conduct personal data processing activities on the basis of the principles of correctness, lawfulness, transparency and protection of the confidentiality of the interested parties and for the sole and exclusive purpose of pursuing the purposes referred to in this Contract as well as any legal obligations connected thereto. The personal data collected within the scope of this Contract will be processed by each of the Parties limited to the period of time necessary to pursue the aforementioned purposes. In the event that such data constitute professional contacts (to be understood as all contacts of professionals and/or subjects acting in their professional capacity), they may be processed as long as each of the Parties deems it useful in order to initiate a possible continuation of professional collaboration. In this regard, each of the Parties undertakes to make said data accessible only to its employees and/or collaborators who, due to their function and/or activity, need to process the same for the aforementioned purpose. The Parties expressly declare that they have duly informed their employees and/or collaborators.

ART. 16: EXCLUSIVE JURISDICTION

- 16.1 In the event that a dispute should arise regarding the execution and/or application and/or interpretation of these general conditions of sale, the Parties agree to consider the Court of Milan as exclusively competent with express exclusion of the other competent courts provided for by law.

ART. 17: APPLICABLE LAW AND JURISDICTION

- 17.1 The Contract is governed exclusively by Italian law with express exclusion of the United Nations Convention on contracts for the international sale of goods (Vienna Convention of 11.04.1980) and the rules of private international law.



F.C.R. Filtrazione Condizionamento Riscaldamento S.p.A.

Company subjected to management and coordination of Camfil AB

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17.2 The jurisdiction is Italian.

DATE .../.../....

BUYER'S SIGNATURE

SELLER SIGNATURE

The Parties declare to have negotiated and to have carefully read and, therefore, to approve, pursuant to and for the purposes of the articles. 1341 and 1342 Civil Code, the following clauses of these general conditions of sale: art. 3.2 (on the subject of DELIVERY TERMS), art. 4 (SUSPENSION OF ENFORCEMENT), art. 6 (METHOD OF RETURN OF GOODS AND DELIVERY), art. 9 (PAYMENT TERMS), art. 10 (GUARANTEE), art. 11 (LIMITATIONS AND EXCLUSIONS OF THE WARRANTY), art. 12 (EXPRESS TERMINATION CLAUSE), art. 16 (EXCLUSIVE JURISDICTION), art. 17 (APPLICABLE LAW AND JURISDICTION).

DATE/.../....

BUYER'S SIGNATURE

SELLER SIGNATURE