

GENERAL CONDITIONS OF SALE

Each sale of products concluded between the selling company Zoppelletto S.p.A. and the purchaser is governed by these general conditions and by the special conditions contained in the order confirmation. In case of conflict, the special conditions indicated in the order confirmation prevail. These general conditions of sale are intended to be known by sending them attached to the offer and are intended to be accepted by the buyer with the sending of the order.

The application of the general terms and conditions of the buyer is expressly excluded. Any particular conditions contained in the orders or other documents sent by the purchaser are not applicable unless, and within the limits in which, expressly confirmed by Zoppelletto S.p.A. in the order confirmation.

1. ORDERS

Orders sent by the buyer are to be considered binding for Zoppelletto S.p.A. only if accepted by the same through an order confirmation sent to the buyer. Zoppelletto S.p.A. may at its discretion accept or refuse orders and reserves the right to request any necessary clarifications before accepting the order.

The minimum order must have a value of no less than € 1.000 (taxes excluded) unless otherwise agreed.

2. PRICES and TERMS OF PAYMENT

The prices shown in the price list and in the order confirmation are to be intended as excluding taxes, net of the cost of the pallets and all charges and expenses relating to transport, and are subject to changes in the cost of raw materials. In the event that the costs of the materials necessary for the production of the product undergo an increase of more than 5%, the price of the product will be adjusted for the entirety of the variation that has occurred.

The payment terms are indicated in the order confirmation and invoice and are essential and binding for the buyer.

3. TERMS OF PAYMENT

The agreed terms of payment must be observed even if there are delays in deliveries after despatch from the factory.

The buyer is not allowed to suspend or delay payment or reduce the amount to be paid in the event of disputes/claims, without the prior written consent of ZOPPELLETTO S.P.A. The purchaser will not be able to offset his credits with sums owed to Zoppelletto S.p.A. without the prior written consent of the latter.

Payments must be made to ZOPPELLETTO S.P.A. – Torri di Quartesolo (VI) – Italy in euros.

Default interest runs automatically from the day following the expiry date agreed on the invoice, to the extent envisaged by Legislative Decree no. 231 of 09/10/2002, in implementation of Dir. 2000/35/CE which regulates payment delays in commercial transactions.

4. PACKAGING

The packaging will be that deemed most suitable by Zoppelletto S.p.A. and pallet charges will be applied.

€10 for pallets measuring 120x80 and €7 for pallets measuring 80x60.

Special packaging requested by the buyer will be invoiced separately.

ZOPPELLETTO SPA

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Cap. Soc. € 3.000.000 i.v. CF e P.Iva: 00152960241 REA VI nr. 77916



5. TERMS OF DELIVERY; SUSPENSION/CANCELLATION OF ORDERS

The delivery terms are always intended to be indicative and non-essential. The delivery terms specified on the customer's orders are not considered binding.

ZOPPELLETTO S.P.A. assumes no responsibility in case of delay in deliveries. Therefore, the buyer will not have the right to make claims for compensation for damages, payment of penalties or cancellation of the order if the delivery deadline is not respected. If the ordered goods are not collected on the agreed date, these will be invoiced and stored with costs, risk and danger (including, but not limited to, theft, fire and/or damage) borne by the buyer. In the event of extraordinary events or events not attributable to willful misconduct or gross negligence of Zoppelletto S.p.A., such as - by way of non-exhaustive example - natural disasters, strikes, lack/scarcity of raw materials, delays of suppliers or carriers, fulfillment of provisions of the public or force majeure, ZOPPELLETTO S.P.A. will not be responsible for any consequences arising from the occurrence of such events.

If the purchaser fails to comply, even if only in part, with one of the general conditions established for the supply, as well as in the event of delay or established difficulty in payments or in the event that the guarantees of solvency are missing or diminished or, more generally, its economic capacity, is the faculty of Zoppelletto S.p.A. suspend or cancel orders in progress, or make the delivery of the products subject to the provision of adequate payment guarantees.

6. SHIPMENT-LIABILITY FOR DELIVERED GOODS

The transport costs are borne by the buyer. Even in the case of special agreements whereby Zoppelletto S.p.A. bears the cost of transport, the goods travel at the risk of the buyer as the goods travel ex works (EXW Incoterms 2020), except in cases of willful misconduct and gross negligence.

7. WARRANTY; COMPLAINTS

Zoppelletto S.p.A. guarantees that the product is free from design, material and workmanship defects for a period of 12 (twelve) months from the date of delivery (warranty period).

The buyer is obliged to check the goods immediately upon arrival. If the goods do not correspond to the delivery documents or show visible defects/non-conformities, the purchaser must report it in writing to ZOPPELLETTO S.P.A. within 8 days of receipt of the goods, under penalty of forfeiture. Claims for goods altered or damaged by third parties or by the purchaser himself will not be accepted.

Non-visible defects/non-conformities, i.e. that cannot be ascertained on the basis of diligent external verification of the same, must be communicated in writing to ZOPPELLETTO S.P.A., under penalty of forfeiture, within 8 days of discovery and in any case within the warranty period.

In any case, even in the event of reporting defects/ discrepancies within 8 days from delivery or from discovery, the warranty will not operate after 12 months from the delivery of the goods.

The products involved in the dispute must always be made available to the representatives of Zoppelletto S.p.A. for their verification.

In the event of defects in a product, which are notified to Zoppelletto S.p.A. promptly as described above and during the warranty period and are ascertained by Zoppelletto S.p.A., the latter will, at its discretion, replace or repair the faulty/defective products or reduce the relative price. The product replaced/repared under warranty will be subject to a 6-month warranty starting from the delivery date of the replaced/repared product.

The warranty and the remedies provided herein constitute the only warranty provided by Zoppelletto S.p.A. and the only remedies in case of defects/non-conformities of the products. Except in cases of willful misconduct or gross negligence, the above provisions exclude any other

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liability of Zoppelletto S.p.A. in any case originating from the products supplied or from their resale. In particular, and by way of example only, compensation and/or indemnity cannot be claimed for damages, direct or indirect, of any nature deriving from the failure or limited use of the products. The guarantee is excluded, and therefore Zoppelletto S.p.A. will not be held liable, (i) with reference to any specifications/drawings provided by the purchaser and/or (ii) with reference to the suitability for particular uses and/or the lack of particular specifications or characteristics, unless such uses/characteristics/specifications have been expressly confirmed by Zoppelletto S.p.A. in the order confirmation and/or (iii) in the event of tampering, addition or removal of components, interventions carried out by personnel not authorized by Zoppelletto S.p.A., alterations, negligence, use or maintenance or installation that are improper or do not comply with the technical specifications communicated by Zoppelletto S.p.A., negligent conservation or transport or installation, force majeure.

8. RETURNS

The return of products can only take place after agreement with ZOPPELLETTO S.P.A. under the following conditions:

- returns must be ex works at ZOPPELLETTO S.P.A.
- only products in the price list, new from the factory and not tampered with are subject to return
- the value of the return will be agreed from time to time

9. TECHNICAL DATA

Drawings, dimensions, weights and all other data relating to the products are indicative and involve normal manufacturing tolerances without price adjustment. ZOPPELLETTO S.P.A. reserves the right to change or replace without notice at any time.

Construction changes remain reserved as well.

10. PROCESSING OF PERSONAL DATA AND CONFIDENTIALITY OF INFORMATION; INTELLECTUAL PROPERTY

Zoppelletto S.p.A. will process, as Data Controller, the personal and fiscal data relating to the purchaser as well as the personal and contact data of the purchaser's administrators, employees and collaborators for the purposes and in the manner specified in the information notice at the following address <https://www.zoppelletto.it/en/privacy-policy/>.

Selling part and buying part specifically undertakes to keep all technical and commercial information received strictly confidential and not to disclose to third parties, or make available to third parties, samples or prototypes of the buyer.

All printed matter and other documents (e.g. price lists, catalogs or other similar documents, also on IT and digital media) relating to the products are the exclusive property of Zoppelletto S.p.A. or any of its partners. Their reproduction, even partial, is prohibited unless previously authorized by Zoppelletto S.p.A.

Zoppelletto S.p.A. warns against the unauthorized use of its trademark and/or other trademarks shown on the products or connected to the products supplied/sold and/or names and distinctive signs, as well as the models and designs relating to its products. In particular, the purchaser is prohibited from totally and/or partially reproducing models relating to the products purchased or viewed. It is also forbidden to communicate news and information that allow the reproduction of the models themselves.

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The buyer guarantees the observance of the above also pursuant to art. 1381 c.c. - Promise of the obligation or the fact of the third.

11. DUTY TO RESPECT THE CODE OF ETHICS AND INDEMNITY, AS WELL AS THE MODEL OF ORGANIZATION, MANAGEMENT AND CONTROL EX ITALIAN LEGISLATIVE DECREE N. 231/01

The buyer acknowledges that our organization has adopted and implemented the Model of Organization, Management and Control ex Italian Legislative Decree n. 231/01, with its Code of Ethics and Disciplinary System that the buyer declares having read, and understood, in the company website (<https://www.zoppelletto.it/wp-content/uploads/2023/04/Modello-231.pdf>).

The buyer agrees to follow the principles of the aforementioned Model of Organization, Management and Control, as well as any of its annexes, and to uphold its general contents, principles, and procedures; the buyer also agrees to refrain from any actions that would support the crime hypothesis stated in the Italian Legislative Decree n. 231/01 and any subsequent amendments or additions to it, as well as those reported in the aforementioned Model of Organization, Management and Control. The buyer also agrees to respect and to enforce to any of its collaborators all of the principles contained in the aforementioned documentation and the Behavioral Protocols provided by our organization in accordance with the Italian Legislative Decree n. 231/01 and attached to this contract. The violation of the guidelines indicated in the aforementioned documents configures a contract breach. The buyer hereby agrees to indemnify our company against any penalties or losses that may be imposed on the latter as a result of the buyer or his collaborators' violation of the aforementioned documents ~~Termination Clause~~. If the buyer or his collaborators violate the aforementioned terms or if they commit any of the crimes indicated in the Italian Legislative Decree n. 231/2001, ZOPPELLETTO S.P.A. may terminate this contract by sending to the buyer a notice via registered mail, certified mail, or personal delivery. The termination shall take effect as of the date on which the communication is received. Furthermore, ZOPPELLETTO S.P.A. may seek restitution for any losses incurred.

12. JURISDICTION

For any dispute deriving from or connected to the general conditions and particulars of sale or in any case to the sale of the products, the only competent court will be that of Vicenza (Italy).

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