

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms And Conditions Of Sale (hereinafter "General Terms and Conditions") apply to all purchases and sales concluded between Templari S.p.A., with registered offices in Via Cesare Battisti 169 35031 Abano Terme (PD) Italy ("Seller"), and any natural or legal person ("Purchaser") of products marketed by the Seller ("Products"). These General Terms and Conditions void and supersede any previous agreement, verbal or written, with the Purchaser; any conditions deviating from those contained herein shall be effective only by virtue of their written acceptance by the Seller.

These General Terms and Conditions apply in different ways to consumers, defined by the Consumer Code as "any natural person acting for purposes extraneous to their trade, business, craft or profession" (Consumer Purchaser), as well as to professionals (Professional Purchaser), i.e. a person who "acting within the framework of their trade, business, craft or profession and anyone acting in the name or on behalf of a professional".

In particular, the following do NOT apply to Consumer Purchasers: clauses 3.3 (Modifications to the Products); 7.1 (Determination and modification of the price of the Products); 8.4 (Right to suspend orders in the event of delay in payment or due to changed conditions of the Purchaser); 8.5 (Suspension of payments); 9.1 (Retention of title to the Products, communications to the Seller); 13 (Assignment of receivables); 6 (Acceptance); 10 (Warranty); 11 (Penalty); 12.3 (Delay of ancillary services); 17.2 (Jurisdiction). The aforementioned clauses therefore apply only to Professional Purchasers. Clauses applicable only to Consumer Purchasers are indicated as such at the end of this document. For any other matters applicable to Consumer Purchasers, all other conditions set forth herein shall apply.

1) DEFINITIONS

In the interpretation of these General Terms and Conditions, the following terms shall have the meaning specified for each of them, it being understood that the singular includes the plural and vice versa:

- **Agreement or Contract:** the set of contractual documents governing the relationship between

Templari S.p.A. and the Purchaser, including documents printed on paper or other durable media, including on the internet, provided for or referred to in these General Terms and Conditions, as well as the Offer and these General Terms and Conditions together with their Enclosures;

- **Templari S.p.A.:** the Seller, with registered offices in Via Cesare Battisti 169 35031 Abano Terme (PD) Italy;

- **Purchaser or Customer:** a natural and/or legal person who has stipulated a Contract with the Seller;

- **General Terms and Conditions or Conditions:** these General Terms and Conditions;

- **Special Contractual Conditions:** a document (which can also be found in the offer of Templari S.p.A. in which the General Terms and Conditions are expressly referred to) containing the technical and operational specifications of the Products covered by the Contract as well as any provisions deviating from the General Terms and Conditions;

- **Force Majeure:** any event or circumstance beyond the control of the affected Party which could not reasonably have been avoided by resorting to the principles of diligence, prudence and skill, and which has the effect of preventing a Party from performing any or all of its obligations under this Contract.

- **Working day:** any solar day from 8.30 a.m. to 5.30 p.m., with the exception of Saturdays and Sundays and other national holidays in Italy;

- **Operating instructions:** the installation, operating and maintenance instructions that may be enclosed by the Seller with the Product;

- **Offer or Sales Proposal:** a document drawn up by Templari giving the characteristics of the Product, its prices, the validity of the offer and the enclosed General Terms and Conditions;

- **Parts:** the Seller and Purchaser considered jointly;

- **Product(s):** the Products subject to sale under these General Terms and Conditions are those marketed by the Seller and conforming with the specifications given in the Seller's catalogues or communicated by the Seller.

2) APPLICATION OF THE GENERAL TERMS AND CONDITIONS AND STIPULATION OF THE CONTRACT

2.1 These General Terms and Conditions apply to all sales of Products concluded between Templari S.p.A. and any Purchaser.

2.2 Any deviations, modifications and/or additions to them are only valid if accepted in writing by the Seller. These General Terms and Conditions shall remain valid and effective even in the event that the Seller makes a delivery or provides a service without reservation, even when aware of the Customer's deviating or contrary conditions. The Purchaser acknowledges these General Terms and Conditions as binding even if their order or correspondence conflicts with them.

2.3 In addition to these General Terms and Conditions, any relationship between the Parties may be governed by the Special Terms and Conditions set out in the Seller's Confirmation of Order. In the event of a conflict between the General Terms and Conditions and the Special Conditions contained in the Offer or Confirmation, the latter shall prevail over the General Terms and Conditions.

2.4 These General Terms and Conditions are also available at www.templari.com.

3) STIPULATION OF THE CONTRACT

3.1 Orders for the purchase of Products ("Orders") must be submitted in writing by the Purchaser to the Seller, stating the product code, article and quantity ordered, as well as their complete, exact and truthful fiscal information. The Purchaser agrees to notify the Seller immediately of any changes to their personal or tax information.

3.2 Orders are understood to be firm for 30 days from their receipt by the Seller; within this term, the Seller must confirm the Order in writing; should they fail to do so, the Order shall be deemed not accepted and the sale will not be concluded. The Seller reserves the right to accept or reject Orders at their sole discretion.

3.3 The Seller reserves the right, even after receipt of the Order, to make changes to the fabrication of the Products (which do not affect the type of Product ordered) without the Purchaser being able to make any claims.

3.4 Any requests for the cancellation of orders for so-called standard products after the Seller's confirmation of the Order will be evaluated on a case-by-case basis, and at the Seller's own discretion.

3.5 Partial or total cancellation of the sales contract by a Professional Purchaser is only permitted within and no later than 8 (eight) working days from the date of confirmation of the Order by the Seller. In the event of partial or total cancellation after the aforementioned

term, the Professional Purchaser will be obliged to pay the Seller a cancellation fee, the amount of which is agreed as of now to be equal to 50% of the contracted value, the contracted value being understood to be the total amount (excluding VAT) agreed between the Parties and indicated in the Order; without prejudice to the Seller's right to retain any sums already paid by the Purchaser up to the amount of the aforementioned consideration, and in any case without prejudice to compensation for any greater damages incurred.

4) DELIVERY CONDITIONS

4.1 The terms and conditions of delivery are given in the Confirmation of Order. Delivery periods are calculated in working days and are to be considered merely indicative and not binding. In the event of multiple deliveries and the non-availability of certain Products, Templari S.p.A. may provide partial delivery of available Products until the Purchaser's Order is settled.

4.2 Observance of the delivery deadline presupposes that all commercial, administrative and technical aspects have been defined and agreed upon and that the Purchaser has fulfilled their obligations, including submission of the necessary documents and payment of all due amounts. Should the Purchaser be late in fulfilling their obligations, the term shall be extended accordingly, subject always to the Seller's right to demand full performance or termination of the contract.

4.3 Should the Seller be unable to comply with the delivery conditions, e.g. due to delays or non-deliveries from its vendors or due to force majeure, the commencement of the terms shall be suspended from the day of the communication of said hindrances to the Purchaser. After 120 days have elapsed without the hindrance having ceased, either party may terminate the agreement by simple written notice to the other party, and neither party shall have any further claim on the other. In any event, the Seller shall not be considered in breach of contract or liable to the Purchaser in the event that the failure to comply with these General Terms and Conditions or any delays in their performance are due to Force Majeure.

4.4 Should the Purchaser refuse to take delivery of all or even only part of the Products at the place of delivery or to collect them from the Templari warehouse, the Seller may, at their sole discretion, request execution of the contract, or declare its total or partial termination,

without prejudice to the following terms. Any liability of the Seller for risks and expenses arising out of, or attendant on, the storage of the Products is expressly excluded.

4.5 Under no circumstances shall any delays by the Seller in delivering the products entitle the Purchaser to terminate the Contract or claim damages. The Purchaser waives in advance the right to raise any objection, claim, exception or counterclaim in this regard.

4.6 The Customer shall confirm receipt of the Product by signing the delivery note accompanying the Product with their legally valid signature.

5) PACKAGING FOR SHIPPING

5.1 The cost of packaging (to the standard provided by the Seller) is included in the price of the Product, unless otherwise agreed between the Parties. Any cost for special packaging requested by the Purchaser, if feasible, will be borne by the latter.

5.2 The Seller reserves the right to determine the type of packaging most suited to the mode of shipping, unless otherwise specified by the Purchaser in the Order.

6) ACCEPTANCE - Professional Purchasers only

6.1 The Purchaser shall examine the Products immediately and with due diligence upon receipt at their premises and notify the Seller without delay of any deficiencies, defects or non-conformities, with the exclusion of shortages, discrepancies between models as well as irregularities of the packaging and wrapping that fall within customary tolerances at the time and place of delivery to the carrier or forwarding agent.

6.2 The Professional Purchaser must report any deficiencies, defects or non-conformities in writing to the Seller, including a full description of said defects and deficiencies and reference to the transport documents relating to the Products. Said report must be sent to the Seller no later than (i) 8 (eight) days following receipt of the Products, for sales to subjects engaged in the entrepreneurial or professional purchase and resale of the Products, or (ii) 30 (thirty) days following receipt of the Products for sales to Professional Purchasers who intend to use the Products themselves. Once said period following receipt of the Products by the Professional Purchaser (as indicated in the transport documents) has elapsed, the Professional Purchaser

may not claim non-performance on the Seller's part to avoid or delay paying the price due for the Products.

6.3 If the Product is delivered with visibly damaged Packaging, the Purchaser shall sign the TD with the express wording "subject to reservation", and thereafter comply with the terms set out in Article 6.2.

7) PRICES

7.1 For sales to Professional Purchasers, the prices for Products delivered ex-works are those given in the Seller's price list in force at the time of stipulation of the Order, unless otherwise agreed in writing between the Parties. Even after stipulation of the Order, Templari may at any time increase the Prices in the event of an increase in the cost of fabrication of the Products, without thereby granting the Professional Purchaser the right to make a claim in this regard.

7.2 The prices do not include the costs of shipping or assembly/commissioning of the Products.

7.3 Prices are always given in Euro, and do not include statutory VAT (VAT excluded), any customs duties or other charges that may be levied on the Products in the Purchaser's country.

7.4 All prices are for goods delivered ex-works in Italy, Via Cesare Battisti 169 35031 Abano Terme (PD) Italia and Via Mestrina 20/22 35030 Veggiano (PD) including standard packaging - unless otherwise agreed between the Parties.

7.5 Unless otherwise agreed in the offer, the Customer shall bear the costs of any non-standard packaging, customs duties, taxes, levies of any kind and nature and any charges relating to the Contract. The Customer will reimburse any amounts advanced by Templari S.p.A. in payment of said charges.

7.6 No complaint or dispute between the Parties shall give the Purchaser the right to defer or omit payment or to reduce the agreed price.

8) INVOICING AND PAYMENT

8.1 The terms and methods of payment are indicated in the Order.

8.2 Unless otherwise agreed upon in writing, payment is to be made by bank transfer to the Seller - at the fixed value on the day on which payment is due - at the bank indicated by the Seller. For foreign payments, the costs of transferring funds from the foreign bank to the Italian bank shall be borne in full by the Purchaser.

8.3 Non-payment or delayed payment, even in part, of the agreed price entitles Templari to claim default interest as well as reimbursement of any costs incurred in recovering the due amount, without prejudice to the Seller's right to terminate the Contract with all attendant legal consequences. If payment by instalment is envisaged, failure to pay even a single instalment automatically results in forfeiture of the right to pay in instalments, in any case without prejudice to the Seller's right to terminate the contract.

8.4 For sales to Professional Purchasers, without prejudice to the foregoing, the Seller may suspend any existing deliveries in the event of delayed payment, even if other than those covered by the Order in question. The Seller is not liable for any damage or adverse consequences resulting from such suspension of deliveries.

8.5 Under no circumstances may the Professional Purchaser suspend or delay payment, not even in the event of disputes, claims or delayed installation/assembly of the Products.

8.6 On stipulation of this agreement, the Professional Purchaser shall provide Templari S.p.A. with its certified email address or accreditation code for the purposes of electronic invoicing. For Consumer Purchasers, Templari S.p.A. shall issue an electronic invoice for the products and services envisaged in this Contract, pursuant to the law, in the XML format. The Consumer Purchaser will in any case receive a copy of said document.

9) RETENTION OF TITLE

9.1 For sales to Professional Purchasers, the Products remain the property of the Seller until the full price has been paid. The Professional Purchaser is entitled to resell or re-transfer the delivered Products only in the ordinary course of their business. The Professional Purchaser undertakes to notify the Seller in good time of any attachment, seizure or other measure requested by a third party of Products that the Professional Purchaser has purchased from the Seller and that they have not yet fully paid for.

10) WARRANTY

Applicable to sales to Professional Purchasers only. Templari's general warranty conditions are available on the website www.templari.com.

11) PENALTY

If collection from the warehouse is delayed by the Professional Purchaser for more than 7 (seven) working days after notice that the goods are ready, the Professional Purchaser will be charged a late collection penalty of €35.00 per week per item, up to a maximum of 3 weeks. After three weeks, the goods will no longer be available to the Professional Purchaser, who will have to wait for a new production schedule. In any event, failure to collect entitles Templari S.p.A. to terminate the Contract, retain any down payments already received, demand full payment of the balance and consider itself free to sell the Products to third parties.

12) ANCILLARY SERVICES

12.1 If agreed between the Parties, the Seller may also provide ancillary services (such as but not limited to: welding, first startup), possibly to be done by their affiliates or contractors. If the cost of such activities has not been agreed upon in advance between the Parties, it will be accounted on the basis of the rates normally charged by the Seller and their affiliates/contractors.

12.2 The Purchaser shall in any case bear the costs of any preparatory work as well as the materials required to provide the ancillary services.

12.3 For sales to Professional Purchasers, if, for reasons not imputable to the Seller, the commencement and/or continuation of ancillary services is delayed, the Purchaser shall bear the corresponding additional costs at the rates normally charged by the Seller and their affiliates/contractors.

13) PROHIBITION OF TRANSFER

The Purchaser is prohibited from transferring or assigning the purchase agreement without prior written consent from the Seller. In case of non-performance, the contract may be legally rescinded by the Seller, subject to compensation for damages.

14) PUBLICITY BROCHURES, DRAWINGS AND TECHNICAL DOCUMENTS

14.1 All drawings, technical documentation, illustrations, weight/dimensional specifications of Templari S.p.A. are for information purposes only, unless expressly agreed to be an integral part of the Contract.

14.2 All trademarks, property rights, drawings, information and technical documentation relating to the subject of the Contract, made available by one party to the other before or after stipulation of the Contract, shall remain the exclusive property of the originating party. No drawings, information or technical documentation received from one party may be used for any purpose other than that for which they were originally made available. In any case, the receiving party undertakes to treat all such drawings, information and technical documentation as if they were their own trade secrets.

15) INTELLECTUAL PROPERTY

15.1 All information, technical standards, specifications and procedures made available by Templari S.p.A. remain the sole property of the latter. No trademark or patent exploitation licence, nor any other industrial or intellectual property rights relating to the provided technical specifications and know-how, is granted to the Customer by the stipulation of this Contract.

15.2 The sale of the Product to the Customer does not imply the granting of any licence or other right to use trademarks, patents or other industrial property rights.

15.3 Any form of reproduction or use of the "Templari" trademark and other distinctive marks affixed to the Products is prohibited, except with prior written authorisation from the Seller. The Purchaser is expressly prohibited from removing, covering up or otherwise altering the trademarks and other distinctive marks affixed to the Products.

16) COMPLIANCE WITH INTERNATIONAL TRADE RULES

16.1 The Purchaser shall not sell, export or re-export, directly or indirectly, to or for use in the Russian Federation, any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014.

16.2 The Purchaser undertakes to make every effort to ensure that the requirement set out in the preceding paragraph is not violated by any third party downstream in the chain of trade, including any resellers.

16.3 The Purchaser shall establish and maintain an appropriate monitoring mechanism to detect any conduct of third parties downstream in the chain of

trade, including any resellers, which may violate the requirement of Section 16.1.

16.4 Any breach of Sections 16.1 and 16.2 shall constitute a material breach of an essential element of this Contract, and the Seller will be entitled to seek appropriate remedies including, but not limited to, reimbursement of damages and termination of the Contract.

16.5 The Purchaser shall inform the Seller without delay of any problems relating to the application of paragraphs 16.1, 16.2 and 16.3, including any third party activities which threaten to violate the requirement of paragraph 16.1. The Purchaser shall make available to the Seller all relevant information concerning compliance with the requirements of paragraphs 16.1, 16.2 and 16.3 within two weeks after an informal request for such information.

17) APPLICABLE LAW AND EXCLUSIVE COURT OF JURISDICTION - Professional Purchasers only

17.1 These General Terms and Conditions, Orders and any contracts of sale concluded between the Purchaser and the Seller are governed exclusively by Italian Law.

17.2 The Court of Padua has exclusive jurisdiction over any and all disputes between the Purchaser and the Seller relating to these General Terms and Conditions, Orders and any contracts of sale. The Seller's right to take legal action against the Purchaser in the courts at the Purchaser's place of domicile is not affected by the above terms.

18) VALIDITY

Should any provision of these General Terms and Conditions be declared void, invalid or ineffective, whether wholly or in part, this does not affect the validity of the remaining provisions or of these General Terms and Conditions as a whole.

19) FINAL CLAUSES

19.1 The mere fact that the Seller may not at any time assert the rights established by one or more clauses of these General Terms and Conditions may not be construed as an implicit waiver of said rights, nor does it prevent the Seller from subsequently demanding their full and prompt observance. These General Terms and Conditions, unless derogated by other provisions contained in a given Order or in any other document signed by the

Parties, shall govern all supplies commissioned by the Purchaser from the Seller, and shall prevail over any divergent clause that the Purchaser may have included in their own general conditions of purchase, order confirmations, invoices or other commercial documents.

19.2 All communications between the Parties must be by registered letter with acknowledgement of receipt or by certified email to the addresses made available by them.

20) PROCESSING OF PERSONAL DATA

The Seller will process the Purchaser's personal data as prescribed by the Privacy Policy published on www.Templari.com. Both parties will comply with the applicable data protection laws as regards any personal data processed in connection with the activities governed by this Agreement. The parties undertake to take all reasonable commercial and legal steps to protect personal data against undue disclosure.

21) TECHNICAL REGULATIONS - QUALITY SYSTEM

21.1 The Purchaser is aware that the range of goods supplied by Templari S.p.A. consists of mechanical, electromechanical, electrical, electronic and software products and their accessories, the manufacture, marketing, installation and maintenance of which are in most cases subject to specific regulations; therefore, their distribution and installation requires the intervention of qualified and specialised professionals, who guarantee the end user complete information on the technical and operational characteristics of the products, their correct installation and safe use.

22) SPARE PARTS

22.1 The Seller undertakes to supply the Purchaser with replacement parts at competitive prices for a period of at least 5 (five) years after delivery of the Products.

SPECIAL CONDITIONS FOR CONSUMER PURCHASERS ONLY

The General Terms and Conditions set out above do not affect the rights and remedies granted to consumers by Italian Legislative Decree No. 206 of 6 September 2005, as amended ("Consumer Code").

The following paragraphs and articles of the General Terms and Conditions as set forth above do NOT apply to Consumer Purchasers: paragraph 3.3 (Modifications

to the Products); 3.5 (Revocation of Order); 7.1 (Determination and modification of the price of the Products); 8.4 (Right to suspend orders in the event of delay in payment or due to changed conditions of the Purchaser); 8.5 (Suspension of payments); 9.1 (Retention of title to the Products, communications to the Seller); 6 (Acceptance); 10 (Warranty); 11 (Penalty); 17.2 (Jurisdiction).

In particular, the following clauses apply to the Consumer Purchaser:

TWO-YEAR LEGAL WARRANTY FOR CONSUMERS

In case of direct sale of the Products to Consumer Purchasers, the Seller guarantees that the Products are free from manufacturing defects, pursuant to Art. 128 et seq. of the Consumer Code, i.e. the legal and mandatory two-year warranty. Under penalty of forfeiture, the Consumer Purchaser shall notify the Seller in writing of any defects within a period of no more than two months after their discovery. Any claims or other communications may be sent to Templari S.p.A. at info@templari.com. In the event of a conformity defect, the Consumer has the right to have the conformity of the goods restored free of charge by repair or replacement.

At their discretion, the Consumer may request the Seller to repair the goods or to replace them, free of charge in either case, unless the selected remedy is not objectively feasible or is excessively expensive in comparison with the other.

CONSUMER'S RIGHT OF WITHDRAWAL:

In the case of sales to the Consumer Purchaser, if the Order for a Product has been negotiated outside the Seller's business premises, the Seller declares that, pursuant to and for the purposes of Articles 52 et seq. of the Consumer Code, the Purchaser may exercise the right of withdrawal by means of a communication to be sent within 14 working days from the date of receipt of the Products, provided that said Products have not already been installed or assembled, and are in any case still intact at the time of their restitution. The right of withdrawal may be exercised by sending a registered letter with acknowledgement of receipt to: Templari S.p.A., Via Cesare Battisti 169 35031 Abano Terme (PD) Italy. Within 14 days from the date of communication of withdrawal, the Purchaser must return the Products intact in all their parts to Via Cesare Battisti 169 35031



Abano Terme (PD) Italy. The Products must be returned in their entirety, undamaged, and in their original packaging. The cost of returning the Products shall be borne by the Purchaser who wishes to withdraw from the contract. The Seller shall re-credit the Purchaser using the same means of payment employed in the initial sale within 14 days of receipt of the notice of withdrawal, with the right to suspend the refund until the goods have been returned or until the Purchaser has demonstrated that they have done so.

JURISDICTION: In the event of disputes with consumers, the place of jurisdiction shall be exclusively that of the place of residence or domicile of the Purchaser, who qualifies as a consumer.

Read, confirmed and signed

Place and date

Abano Terme, 07/08/2024