

**GENERAL TERMS AND CONDITIONS OF CB STAMPI S.R.L.**  
**FOR SALES, SUPPLIES AND SUPPORT/MAINTENANCE SERVICES**

**PREMISE**

These general terms and conditions ('General Terms and Conditions'), with the special conditions in the Offer, are the full terms and conditions of the contract between CB STAMPI S.r.l. ('*CB STAMPI*') and the Customer, and govern the supply to the Customer of:

- mass-made products manufactured by CB STAMPI or third parties and sold by CB to the Customer (Sale)
- *custom-made* products manufactured by CB STAMPI or third parties for the Customer (Supply)
- services to the Customer for support and maintenance on the Customer's molds or parts of molds (Services).

**DEFINITIONS**

The following terms shall have the following meanings when used in these General Terms and Conditions in the Offer, in the Order Confirmation or in Special Conditions, it being understood that plurals include singulars, and vice versa:

**CB STAMPI:** the company CB STAMPI S.r.l., with registered office in Povolaro di Dueville (VI), 36031 Via dell'Artigianato n. 34/38, ITALY, VAT No. and Tax Code No. 03582090241.

**Customer:** the company to which the Offer is addressed and better identified therein.

**Special Conditions:** the set of clauses that CB STAMPI and the Customer may negotiate in derogation of these General Terms and Conditions.

**Order Confirmation:** document or communication from CB STAMPI confirming receipt of the Order and in which the Special Conditions of the Contract are agreed upon (by way of example without limitation: quantities sold; delivery terms; economic conditions) and always to be understood as the Order Confirmation having the most recent date, in the event of several Order Confirmations being sent in relation to the same Order. In the event of conflict between the content of the Order Confirmation and these General Terms and Conditions or between the content of the Order and the Order Confirmation, the content of the Order Confirmation shall prevail.

**Contract:** the contract entered into between CB STAMPI and the Customer, as governed by these General Terms and Conditions, as well as by any Special Conditions agreed upon by the Parties, together with the relative annexes (by way of example without limitation: data sheets; drawings) expressly referred to by the Parties, which form an integral and substantive part thereof.

**Supply:** the supply to the Customer of Products designed and/or manufactured by (or on behalf of) CB STAMPI based on the technical specifications and/or customizations and/or requests and/or instructions indicated by the Customer, as more fully described in the Offer or Order Confirmation of CB STAMPI.

**Confidential Information:** the information and/or data of CB STAMPI, in whatever form and on whatever medium, that CB STAMPI expressly declares as confidential, exchanged within the framework of verbal discussions (also during telephone conversations or via video calls), written and/or in written correspondence, in addition to information and/or data and/or *know-how* which – due to their nature – can also be implicitly considered as business secrets, concerning for example the organization, activity, company *know-how* of CB STAMPI or in any case information communicated by CB STAMPI to the Customer and instrumental to the Sale, Supply

or Service to the Customer subject of these General Terms and Conditions and/or of each Contract.

**Offer:** the contract offer of CB STAMPI in which the Product or Service that CB STAMPI is willing to supply to the Customer as part of a Sale, Supply or Service is described, and in which the Special Conditions of the Contract are contained (by way of example without limitation: quantities sold; delivery terms; economic conditions).

The Offer forms an integral part of the contract concluded between the Parties. In the event of conflict between the content of the Offer and these General Terms and Conditions, the content of the Offer shall prevail. In the event of absence of the Offer or conflict between the content of the Offer and the Order Confirmation or conflict between the content of the Order and the Order Confirmation, the content of the Order Confirmation shall prevail.

**Order:** document or communication from the Customer that manifests acceptance of the Offer of CB STAMPI or by which the Customer requests a Sale, Supply or Service from CB STAMPI. In the event of conflict between the content of the Order and the Order Confirmation, the content of the Order Confirmation shall prevail.

**Party/Parties:** the Customer and CB STAMPI jointly or severally.

**Connected Personnel:** personnel falling within the organic contractual and social relationships of the Parties in any capacity, such as, without limitation, directors, partners, employees, collaborators, intermediaries, subcontractors, external providers, consultants, in addition to any other person, whether natural or legal person with relative personnel, who in any case operates in the name and/or on behalf and/or in the interest of a Party.

**Products:** the products of CB STAMPI or third parties specified from time to time in each individual Offer in Sales and Supplies.

**Service:** support or maintenance service concerning molds or parts of molds or in any case goods belonging to the Customer, as better described in the Offer or Order Confirmation of CB STAMPI.

**Sale:** the sale to the Customer of Products manufactured by CB STAMPI or third parties without the aid of technical specifications provided by the Customer, as better described in the Offer or Order Confirmation of CB STAMPI.

**SECTION I – GENERAL PROVISIONS**

**Article 1. Premise and definitions**

1. Premise and definitions form an integral part of the General Terms and Conditions.
2. The provisions set forth in this Section I are applicable to any Contract concluded between CB STAMPI and the Customer. In the event of conflict with the provisions of Sections II, III, IV, the provisions of the latter Sections shall prevail.

**Article 2. Formation and conclusion of the Contract**

1. All negotiations directed at the formation of the Contract shall take place through:
  - I. Offer which CB STAMPI sends by any means to the Customer. The effectiveness of the Offer is indicated in the Offer itself. In the absence of any indication, the Offer is effective for ten calendar days;

- II. Order which the Customer forwards to CB STAMPI with signed communication;
  - III. Order Confirmation which CB STAMPI sends once the Order has been received.
2. The Order Confirmation, sent by any means, completes the Contract between CB STAMPI and the Customer and constitutes irrevocable acceptance for the Customer.
  3. Notwithstanding the preceding Articles 2.1. and 2.2., the Contract may alternatively be completed by direct execution of the Order by CB STAMPI.
  4. Any conditions of Sale, Supply or Services or specifications originating from the Customer and different from those stated in the General Terms and Conditions shall be effective only if approved in writing by CB STAMPI or, with regard to specifications originating from the Customer, said specifications shall be effective for CB STAMPI if expressly referred to in the Offer.
  5. The effectiveness of verbal agreements reached prior to or pending the Contract concerning changes to the General Terms and Conditions is subject to written ratification by CB STAMPI subsequent to the conclusion of the Contract.

#### Article 3. Liability and obligations of the Customer

1. The Customer shall promptly provide CB STAMPI with all information and/or data necessary, or even only useful, for delivery of the Products and is responsible for the truthfulness of all documentation, information, indications and data provided to CB STAMPI.
2. In the event of a breach of the provisions of this Article, CB STAMPI may refuse to fulfill its obligations hereunder until the Customer remedies the breach. In such case, no liability shall attach to CB STAMPI for failure and/or delay in delivery of Products or performance of the Service, without prejudice to the sum due to CB STAMPI.

#### Article 4. Liability and obligations of CB STAMPI – Limitation of liability

1. CB STAMPI will fulfill the obligations pertaining to the performance of the Contract with the diligence of a prudent businessman. It guarantees that the personnel employed in the performance of the Contract possess the necessary skills to carry out the activities.
2. Subject to mandatory provisions of law, CB STAMPI will not furnish guarantees, nor will it be liable for damages complained of by the Customer or third parties as a result of the Sales, Supplies or Services, except to the extent of these General Terms and Conditions.
3. CB STAMPI will be liable only for direct damages sustained by the Customer related to the Sale, Supply or Service. Any liability for direct, indirect or consequential damages, damages caused by third parties, punitive damages, damages from loss of profit, business interruption, loss of business, orders or customers, loss of goodwill, loss of data, non-pecuniary, image or commercial damages, damages resulting from lawsuits or compensation claims brought against the Customer is excluded.
4. In any case, excluding willful misconduct and gross negligence, the liability of CB STAMPI shall not exceed an amount equal to 100% (one hundred percent) of the price stated in the Offer. If there is no Offer, reference shall be made to the price stated in the Order Confirmation or in any case to the price of the Sale, Supply or Service rendered by CB STAMPI to the Customer.
5. EXCEPT FOR THE GUARANTEES SET FORTH HEREIN, THE PARTIES EXCLUDE ALL GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED GUARANTEES OF SALABILITY AND SUITABILITY FOR A PARTICULAR PURPOSE.

#### Article 5. Price and payment

1. As consideration for the Sale, Supply or Service, the Customer agrees to pay CB STAMPI the price in accordance with the amounts and payment terms set forth in the Offer or Order Confirmation.
2. Outside the cases established by Article 5.4., Art. 26.2. and Art. 32.2., any additional costs over and above the consideration stated in the Offer or Order Confirmation will be submitted in advance to the Customer for written approval.
3. Different arrangements for delivery or execution of the Contract vis-à-vis requests additional to the Offer or Order Confirmation will be the subject of separate negotiation.
4. Notwithstanding Articles 1467 and following and 1664 of the Italian Civil Code, if increases in the cost of raw materials, materials, labor, electricity, gas, processing, and/or other cost elements occur during the performance of the Contract:
  - a) equal to or greater than 2% (two percent) and less than 10% (ten percent), CB STAMPI shall have the right to unilaterally vary the price set in the Offer by adjusting it to such increases, without the Customer being able to exercise withdrawal or termination of the Contract in respect of said price change;
  - b) equal to or greater than 10% (ten percent), CB STAMPI shall have the right to adjust the price set in the Offer or Order Confirmation to said increases. Said increases and changes will be communicated to the Customer. In the event that the Customer does not accept the increase, CB STAMPI shall have the right to terminate the Contract, without any liability whatsoever, except that the Customer shall be obligated to pay CB STAMPI all costs, including for materials, and expenses incurred up to that time for the manufacture of the Products or provision of the Service.

#### Article 6. Late payment or non-payment

1. Payment terms are peremptory and essential. In the event of delayed payment, CB STAMPI will charge the Customer the interest on delayed payment established by Legislative Decree 231/2002 from the due date of the payment or individual payments until the balance is paid, in addition to any debt recovery costs, including out-of-court.
2. Failure to comply with payment obligations will result in the application of the acceleration clause. In said case, payment in full will also extend to outstanding invoices referring to Services or Supplies other than the one to which the payment delay refers.
3. In the event of delayed payment or non-payment, CB STAMPI may suspend performance of the Contract upon notice by any means to the Customer, until payment is made in full and without the Customer being able to claim compensation for damages or release from its payment obligation.
4. Failure to pay the amounts due within the agreed terms shall constitute cause for CB STAMPI to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.
5. The presence of any disputes concerning the Service or Products covered by the Sale or Supply or delays in the delivery thereof by CB STAMPI shall not give the Customer any right to suspend or withhold payment of the amounts due, or to offset any amount against such payment or suspend any other obligation to CB STAMPI hereunder.

#### Article 7. Intellectual Property

1. Without limiting the foregoing, the Customer agrees: (a) not to challenge the ownership of CB STAMPI's trademark and patent rights; (b) to refrain from registering, in its own name or in the name of a third party or through an intermediary, the Trademarks and Patents of CB STAMPI or any other similar and/or confusable trademarks and/or patents; (c) not to make itself the assignee

of domain names that contain the word 'CB STAMPI' or other trademarks and/or patents that can be traced back to or that may be related in the mind of the public to CB STAMPI; (d) not to use the trademarks and/or patents of CB STAMPI and/or any other sign(s) similar to or confusable with the trademarks and/or patents of CB STAMPI and/or the CB STAMPI logo and/or any combination of words and/or graphic elements containing the word 'CB STAMPI' (uppercase or lowercase), either during the effective period of the Contract or after its expiration or termination.

2. CB STAMPI declares that, to the best of its knowledge, the Products do not infringe on the industrial and intellectual property rights of third parties. CB STAMPI will not be liable for any infringement by the Customer and/or end users of third party intellectual property rights resulting from unauthorized use of the Products.

#### **Article 8. Diversion of employees**

The Customer shall not solicit, on its own behalf or on behalf of any third party, any employee or agent of CB STAMPI for the purpose of recruitment by the Customer or by any third party, without the express written consent of the legal representative for the time being of CB STAMPI, during the time of any contracts operating between the Parties and for a subsequent period of three (3) years.

#### **Article 9. Prohibition of assignment of contract**

The Contract and the rights and obligations pertaining thereto may not be assigned in whole or in part to third parties by the Customer without the consent of CB STAMPI.

#### **Article 10. Contract termination and withdrawal, express termination clause**

1. Without prejudice to the provisions of Article 1454 of the Italian Civil Code and the causes of immediate termination by right provided for in these General Terms and Conditions, either Party may terminate the Contract immediately, pursuant to Article 1456 of the Italian Civil Code, if,
  - a) the other Party has proposed an application for composition with creditors or is otherwise subject to bankruptcy proceedings, is in a state of financial distress or insolvency, sells its business or loses direct control thereof;
  - b) the other Party loses or is limited in, temporarily or permanently, the authorizations/licenses necessary to carry out its activities;
  - c) the Customer breaches the obligations set forth in Articles 3; 7; 8; 9; 12; 22 and 29 of the General Terms and Conditions.
2. Where termination of the Contract is due to non-payment, even in part, by the Customer, CB STAMPI shall be entitled to retain the amounts paid up to the time of termination of the Contract, as a down payment on the greater damages.
3. Notwithstanding Article 1671 of the Italian Civil Code, the Customer has no right to withdraw from the Contract.
4. The Party invoking termination of the Contract retains the right to compensation for damages or to invoke other remedies provided by law.

#### **Article 11. Force majeure and supervening excessive onerousness**

1. The Force Majeure clause drafted by the *ICC Force Majeure Clause (Long Form)* in its March 2020 version is incorporated into these General Terms and Conditions. In addition to the provisions of the *ICC Force Majeure Clause (Long Form)*, Force Majeure events include without limitation: shortage of labor or raw materials or abnormal increase in their cost, supplier delays, epidemic, pandemic, cyber or hacker attacks, natural disasters or extreme natural events, flood, earthquake, volcanic activity, and any other natural disaster.

2. Subject to the provisions of Article 5.4., Art. 26.2. and Art. 32.2., in the event that, for one or both Parties, the performance of its/their contractual obligations has become excessively burdensome, due to an event beyond its/their reasonable control and not foreseeable with ordinary diligence (force majeure event) at the time of conclusion of the Contract and the event in question or its consequences could not have been avoided or overcome, the Parties are obliged, within a reasonable period of time from the invocation of this clause, and in any case not exceeding 30 (thirty) calendar days, to negotiate alternative contractual terms that would reasonably allow the consequences of the event to be overcome. If the Parties do not agree on different terms of the Contract, each Party shall have the right to terminate the Contract, subject to the Customer's obligation to reimburse CB STAMPI for all costs, also for materials, and expenses incurred by CB STAMPI up to that time or, alternatively, to apply to the Judicial Authority or the Sole Arbitrator to adjust the Contract in order to restore the balance thereof, or to terminate the Contract, as deemed appropriate.

#### **Article 12. Confidentiality**

1. The Customer undertakes, including on behalf of its Connected Personnel, to keep Confidential Information confidential and not to make it available to third parties. It also undertakes to use the Confidential Information exclusively to fulfill the obligations covered by the General Terms and Conditions and/or each Contract.
2. Confidential Information does not include information that: (i) is already in the public domain at the time it is provided or comes into the public domain after being disclosed for a reason that does not constitute a breach of obligations under the Contract; (ii) is already in the legitimate possession of the Customer prior to the receipt thereof and the actual availability of which can be documented, or the acquisition of which developed independently and without the aid of confidential information; (iii) is disclosed to third parties under mandatory provisions of law or regulation or by order of the judicial or administrative authority.
3. The confidentiality obligation will remain in force until the obligations arising from the Contract have been fulfilled, and for the next 5 (five) years.
4. The provisions contained in this Article are without prejudice to any more stringent confidentiality obligations undertaken by separate agreement, in addition to the relative safeguards.

#### **Article 13. European Data Protection Regulation – Regulation 2016/679/EU (GDPR)**

CB STAMPI undertakes to process personal data received from the Customer in accordance with the provisions of Regulation (EU) 2016/679, General Data Protection Regulation (GDPR).

#### **Article 14. Applicable law**

The Contract and these General Terms and Conditions are governed by Italian law, excluding rules concerning conflict of laws. The Vienna Convention on the International Sale of Goods (CISG) does not apply.

#### **Article 15. Disputes**

All disputes arising out of the General Terms and Conditions or out of each Contract, including those of a non-contractual nature, shall be settled by arbitration in accordance with the Rules of the Arbitration Chamber at the Vicenza Chamber of Commerce, by a Sole Arbitrator appointed in accordance with said Rules. The seat of arbitration will be Vicenza. The language of arbitration will be Italian. The Sole Arbitrator is not authorized to take provisional or precautionary measures. The possibility of CB STAMPI requesting provisional or precautionary measures before

the Judicial Authority of the place where such measures are to be executed is not affected.

#### Article 16. Communications

1. Any communication between the Parties shall be sent either by registered letter to the registered office of the other Party, or by certified email, to the addresses indicated in the Order Confirmation (for CB STAMPI: cbstampi@legalmail.it).
2. Each Party shall promptly notify the other Party of any change in the above addresses, including the relocation of its registered office.
3. Notwithstanding the above, the documentation relative to the formation of the Contract and other communications of an operational, technical or commercial nature may be sent by ordinary email.

#### Article 17. Final provisions – miscellaneous

1. Any invalidity and/or ineffectiveness and/or cancellation of one or more clauses of the General Terms and Conditions or the Contract will not affect the validity of the rest of the Contract and General Terms and Conditions not affected by the invalidity.
2. Any forbearance of one Party regarding the other's default shall not be considered as a waiver of the rights arising from this Contract or the General Terms and Conditions.
3. These General Terms and Conditions are written in Italian, which is to be considered the only authentic language. Any translation of the General Terms and Conditions into other languages constitutes a courtesy translation with no legal value, not even interpretative value.
4. The Customer authorizes CB STAMPI to mention, on its website and in business-related communications, the Customer's details among its references, indicating the Products or Services supplied, and to use the Customer's logo or any distinctive sign, including in support of CB STAMPI's marketing and development activities with clients or potential clients. The terms and details of promotional activities will be established by separate agreement.

### SECTION II – SALE OF MASS-PRODUCED PRODUCTS

#### Article 18. Subject

The provisions of this Section II apply to sales to the Customer of mass-produced products, manufactured by CB STAMPI or third parties, the manufacture of which does not require the use of technical specifications or customization elements indicated by the Customer.

#### Article 19. Delivery

1. Delivery times are stated in the Offer or in the Order Confirmation of CB STAMPI. Under no circumstances shall the agreed delivery time be considered an essential deadline for CB STAMPI. In any case, CB STAMPI will not be liable for delays in delivery due to unforeseeable circumstances or force majeure or other causes attributable to third parties. Delay does not entitle the Customer to withdraw from the Contract or refuse delivery. The Customer expressly waives the right to raise any claims and/or complaints and/or exceptions in this regard.
2. Unless otherwise stated in the Offer or the Order Confirmation, delivery terms are governed according to INCOTERM EXW (Ex Works).
3. In the event of delay by the Customer in collecting the Products, the Customer shall bear all storage costs, regardless of whether the Products are stored at the premises of CB STAMPI or at those of a third party, and all related security costs.
4. If the delay in collection exceeds five calendar days, CB STAMPI may send, including by email, a notice of default giving the Customer five calendar days to

comply. After the deadline has expired in vain, CB STAMPI will be free to dispose of the Products.

5. In the event of delayed collection and/or non-collection of the Products, the risk of damage, deterioration, loss and/or theft passes to the Customer from the originally agreed delivery date.
6. If the Customer fails to comply with the obligations set forth in the preceding paragraph, CB STAMPI may terminate the Contract in accordance with Article 1456 of the Italian Civil Code, without prejudice to CB STAMPI's right to compensation for all damages sustained.

#### Article 20. Retention of title

1. CB STAMPI shall remain the sole owner of the Products until the date of full and final payment of the price, pursuant to Article 1523 and following of the Italian Civil Code, even in cases where payment is to be made in a single installment, but deferred with respect to delivery of the Products.
2. Without prejudice to Article 1525 of the Italian Civil Code, in the event that the Customer breaches its payment obligations, CB STAMPI will send a notice of default, including by email, giving the Customer a term of 10 (ten) calendar days to make the payment due. In the event of the Customer failing to comply with the default notice, CB STAMPI shall be entitled to freely dispose of the Products, without prejudice to CB STAMPI's right to compensation for any damages sustained as a result of the Customer's default.

#### Article 21. Warranty, limitation of liability and defects

1. CB STAMPI warrants that, on the date of delivery, the Products will be free from defects and/or non-conformities in material and/or workmanship for a period of 12 (twelve) months from the date of delivery.
2. The warranty of CB STAMPI is expressly excluded if the defects and/or non-conformities arise from and/or consist of: (i) improper use and/or application; (ii) negligence, misuse, or failure to observe the technical characteristics of the Products; (iii) any repair, alteration, or modification not previously authorized in writing by CB STAMPI; (iv) normal deterioration of the Products or their components; (v) inappropriate maintenance of the Products, not in accordance with the recommendations provided by CB STAMPI; (vi) excessive heat and/or cold stress; (vii) transportation, handling, storage and/or safekeeping of the Products in places and/or by means unsuitable for their preservation; (viii) use of the Products not in accordance with regulatory restrictions; (ix) use of the Products not in accordance with the technical documentation provided by CB STAMPI; (x) wear and tear of the Products or their components, resulting from improper use by the Customer; (xi) if the Products comply with the product sheet and technical drawing provided by CB STAMPI; (xii) any other cause not directly attributable to CB STAMPI.
3. CB STAMPI warrants that the Products comply with EU standards. CB STAMPI provides no warranty whatsoever that the Products comply with the law in force in non-EU countries. The Customer expressly waives the right to make claims in this regard.
4. Under penalty of forfeiture of the warranty, any report of any non-conformity or defect in the Products must be communicated by the Customer in writing by registered letter with recorded delivery to be sent to CB STAMPI no later than 8 (eight) calendar days from the date of delivery.  
The Customer waives the right to raise exceptions if the non-conformity found is within the tolerance limit indicated in the Product data sheet delivered by CB STAMPI to the Customer.
5. Under penalty of forfeiture of the warranty, any report of any hidden defect or hidden non-conformity of the Products must be provided by the Customer in

writing by registered letter with recorded delivery to be sent to CB STAMPI within and no later than 8 (eight) calendar days from the date of discovery and in any case within the term of 12 (twelve) months from the date of delivery of the Products. The burden of proof of the date of discovery is the responsibility of the Customer.

6. In no case shall a claim be accepted by CB STAMPI after the time limits in Articles 21.4. and 21.5. have elapsed.
7. In the event that CB STAMPI acknowledges the existence of the defects and/or non-conformities in the Products as stated by the Customer, CB STAMPI, at its option, shall have the right to: *i)* return to the Customer the proportionate part of the price of the defective Products; or *ii)* replace the defective Products. In the case of replacement of the defective Products, CB STAMPI will communicate the approximate date of delivery of the replacement Products.
8. Subject to mandatory regulations, any further liability of CB STAMPI, including to third parties, with respect to defects and/or non-conformity of the Products is expressly excluded.
9. The Customer expressly waives requesting any further warranties, whether express or implied, relating to the suitability of the Products for a specific use or the salability of the Products. In particular, without limitation, the Customer expressly waives making any such claim against CB STAMPI for any additional liability for direct, indirect, incidental or consequential damages to the fullest extent permitted by applicable law.

#### Article 22. Intellectual Property

The Contract does not transfer any right of CB STAMPI, nor does it license the use of trademarks, patents, products, designs, drawings, pre-existing intellectual or industrial property rights, trade names, insignia, slogans or any other distinctive signs owned by CB STAMPI.

### SECTION III – SUPPLY OF PRODUCTS

#### Article 23. Subject

The provisions of this Section III apply to Supplies to the Customer of Products whose manufacture requires the use of technical specifications or customization elements specified by the Customer.

#### Article 24. Indication of technical specifications and/or customization elements

1. During the course of the interactions preceding the Offer or Order Confirmation, the Customer will share with CB STAMPI the technical specifications and/or customization elements necessary for the Supply of the Products, such as, without limitation: color of the Product, designs for producing the desired shapes, technical characteristics, etc.
2. The Customer assumes responsibility for the correctness and accuracy of the technical specifications and customization elements given to CB STAMPI.
3. The technical specifications and customization elements contained in the Offer or, in the case of lack of an Offer, in the Order Confirmation (also by referring to the Customer's communications) define the final and definitive characteristics of the Products, if not contested within two calendar days from receipt of the Offer or, in the case of lack of an Offer, of the Order Confirmation.
4. CB STAMPI will not be obliged to observe technical specifications or customization elements indicated by the Customer after expiry of the time limit indicated in paragraph 3 above.

#### Article 25. Production

1. The Customer authorizes CB STAMPI to use subcontractors and suppliers to manufacture the Products covered by the Supply.

2. The Supply shall be deemed accepted once the Customer obtains material availability of the Products and receives them without reservation no later than 10 (ten) calendar days thereafter.
3. In the case of reservations expressed by the Customer, CB STAMPI and the Customer will proceed to jointly inspect the Products, drawing up a report indicating: the nature of the reservations expressed by the Customer, any defects found during the joint inspection and, in the latter case, the terms of replacement or refund of the Products affected by the defects.

#### Article 26. Modifications and variations

1. Notwithstanding Article 1661 of the Italian Civil Code, any request by the Customer for additions or changes or modifications to the Products shall be submitted to CB STAMPI in writing. In said case, CB STAMPI reserves the right to consider, at its sole discretion, the possibility of accepting the requests for additions or changes or modifications, notifying in writing any acceptance of the request for additions or changes or modifications within 5 (five) business days from the date of receipt of the request. The refusal of CB STAMPI to accept the requests for additions or changes or modifications shall not in any way affect the validity of the contractual relationship and/or give rise to liability of the latter. In the event that CB STAMPI accepts the requests for additions or changes or modifications, these may result in appropriate extensions of the delivery terms of the Products, in addition to variations in the agreed prices and considerations.
2. Should it become necessary to make changes and/or additions and/or variations to the manufacture of the Products, to accommodate circumstances or contingencies not dependent on the action or omission of CB STAMPI and reasonably unforeseeable at the time of the signing of the contract, CB STAMPI will promptly notify the Customer thereof, together with any variations in price and timescales for manufacture of the Products. The Customer shall have the right, within a period of 48 (forty-eight) hours from the receipt of said notice, to accept or reject the modifications and/or additions and/or variations in manufacture of the Products. If, in the case of refusal, CB STAMPI is unable to manufacture the Products, no liability shall be attributed to CB STAMPI and the Customer's obligation to indemnify CB STAMPI for all costs sustained up to that time shall remain unaffected.  
Failure of the Customer to respond within the above-mentioned 48 (forty-eight) hour period shall amount to assent.

#### Article 27. Delivery

1. Delivery times are stated in the Offer or Order Confirmation. Under no circumstances shall the agreed delivery time be considered an essential deadline for CB STAMPI. CB STAMPI will not be responsible for delays in delivery due to unforeseeable circumstances or force majeure or other causes attributable to third parties. Delay does not entitle the Customer to withdraw from the Contract or refuse delivery. The Customer expressly waives the right to raise any claims and/or complaints and/or exceptions in this regard.
2. Unless otherwise stated in the Offer or the Order Confirmation, delivery terms are governed according to INCOTERM EXW (Ex Works).
3. In the event of any delay by the Customer in collecting the Products, the Customer shall bear all storage costs, regardless of whether the Products are stored at the premises of CB STAMPI or at a third party, and all related security costs.
4. If the delay in collection exceeds 5 (five) calendar days, CB STAMPI may send, including by email, a notice of default giving the Customer 5 (five) calendar days to comply. After the deadline has expired in vain, CB STAMPI will be free to dispose of the Products.

5. In the event of delayed collection and/or non-collection of the Products, the risk of damage, deterioration, loss and/or theft passes to the Customer from the originally agreed delivery date.
6. If the Customer fails to comply with the obligations set forth in the preceding paragraph, CB STAMPI may terminate the Contract in accordance with Article 1456 of the Italian Civil Code, without prejudice to CB STAMPI's right to compensation for all damages sustained.
7. Any delays related to the activities of subcontractors, co-contractors, unrelated suppliers, or dependent on default by CB STAMPI, may affect the expected timescales for execution of the Contract. CB STAMPI will not be responsible for such delays.

#### Article 28 Warranty, limitation of liability and defects

1. CB STAMPI warrants that, on the date of delivery, the Products will be free from defects and/or non-conformities in material and/or workmanship for a period of 12 (twelve) months from the date of delivery.
2. The warranty of CB STAMPI is expressly excluded if the defects and/or non-conformities arise from and/or consist of: (i) improper use and/or application; (ii) negligence, misuse, or failure to observe the technical characteristics of the Products; (iii) any repair, alteration, or modification not previously authorized in writing by CB STAMPI; (iv) normal deterioration of the Products or their components; (v) inappropriate maintenance of the Products, not in accordance with the recommendations provided by CB STAMPI; (vi) excessive heat and/or cold stress; (vii) transportation, handling, storage and/or safekeeping of the Products in places and/or by means unsuitable for their preservation; (viii) use of the Products not in accordance with regulatory restrictions; (ix) use of the Products not in accordance with the technical documentation provided by CB STAMPI; (x) wear and tear of the Products or their components, resulting from improper use by the Customer; (xi) if the Products comply with the product sheet and technical drawing provided by CBS; (xii) any other cause not directly attributable to CB STAMPI; (xiii) defects and/or faults arising from the design of the Products not provided by CB STAMPI; (xiv) in the case of custom-made Products, when the design and/or color of the Products comply with the agreed samples.
3. CB STAMPI warrants that the Products comply with EU standards. CB STAMPI provides no warranty whatsoever that the Products comply with the law in force in non-EU countries. The Customer expressly waives the right to make claims in this regard.
4. Under penalty of forfeiture of the warranty, any report of any non-conformity or defect in the Products must be communicated by the Customer in writing by registered letter with recorded delivery to be sent to CB STAMPI no later than 8 (eight) calendar days from the date of delivery.  
The Customer waives the right to raise exceptions if the non-conformity found is within the tolerance limit indicated in the Product data sheet delivered by CB STAMPI to the Customer.
5. Under penalty of forfeiture of the warranty, any report of any hidden defect or hidden non-conformity of the Products must be provided by the Customer in writing by registered letter with recorded delivery to be sent to CB STAMPI no later than 8 (eight) calendar days from the date of discovery and in any event within the term of 12 (twelve) months from the date of delivery of the Products. The burden of proof of the date of discovery is the responsibility of the Customer.
6. In no case shall a claim be accepted by CB STAMPI after the time limits in Articles 28.4. and 28.5. have elapsed.
7. In the event that CB STAMPI acknowledges the existence of the defects and/or non-conformities in the Products as stated by the Customer, CB STAMPI, at its

option, shall have the right to: i) return to the Customer the proportionate part of the price of the defective Products; or ii) replace the defective Products. In the case of replacement of the defective Products, CB STAMPI will communicate the approximate date of delivery of the replacement Products.

8. Subject to mandatory regulations, any further liability of CB STAMPI, including to third parties, with respect to defects and/or non-conformity of the Products is expressly excluded.
9. The Customer expressly waives requesting any further warranties, whether express or implied, relating to the suitability of the Products for a specific use or the salability of the Products. In particular, without limitation, the Customer expressly waives making any such claim against CB STAMPI for any additional liability for direct, indirect, incidental or consequential damages to the fullest extent permitted by applicable law.
10. The Customer shall remain responsible for the safekeeping of third-party property delivered to CB STAMPI for the purpose of performance of the Supply, and shall also be responsible for the deterioration and damage caused to it. The warranty of CB STAMPI is excluded if the Products have defects attributable to defects in the quality or design of goods owned by third parties made available by the Customer for the purpose of performing the Supply.
11. Unless otherwise agreed upon in writing between the Parties, in the event of CB STAMPI using a mold or property of the Customer for Supply of the Products, the Customer bears the risk of damage or loss of the mold or property, in whole or in part, in addition to materials, spare parts and auxiliary tools made available to CB STAMPI by the Customer. Insurance against damage of any kind must be taken out at the Customer's expense.
12. In any case, in the event of damage caused to molds or parts of molds or to property belonging to the Customer in the event of CB STAMPI using a mold or property of the Customer for Supply of the Products, CB STAMPI shall not be liable for damage caused by fire, atmospheric agents or any other fortuitous event.

#### Article 29. Intellectual Property

1. The Contract does not transfer any right of CB STAMPI, nor does it license the use of trademarks, patents, products, designs, drawings, pre-existing intellectual or industrial property rights, trade names, insignia, slogans or any other distinctive signs owned by CB STAMPI.
2. The Customer declares that the drawings, designs or technical specifications shared with CB STAMPI for manufacture of the Products do not infringe on the intellectual property rights of third parties.
3. The Customer agrees to indemnify and hold CB STAMPI harmless from any action, demand or initiative brought by third parties against CB STAMPI for infringement of intellectual property rights.

### SECTION IV – TECHNICAL SUPPORT AND MAINTENANCE SERVICE

#### Article 30. Subject

The provisions of this Section IV apply to the technical support and maintenance Services rendered to the Customer referring to molds or parts of molds or in any case to goods belonging to the Customer.

#### Article 31. Execution of the Service

1. Activities related to performance of the Service will be carried out in complete organizational autonomy in the manner and at the location CB STAMPI deems most appropriate.
2. In the event of suspension of the Service, determined by the Customer or the Customer's inaction in allowing CB STAMPI to regularly perform the Service, for



**Art. 27.** Exemption of liability for CB STAMPI in case of delays – Customer waivers – Customer Delay and chargeable Costs – Termination of Contract pursuant to Article 1456 of the Italian Civil Code

**Art. 28.** Warranty, limitation of liability and defects.

**Art. 28.2.** Warranty exclusions.

**Art. 28.3.** Warranties provided by CB STAMPI, warranty disclaimer – Customer’s waiver of claim.

**Art. 28.4.** Forfeiture – Customer’s waiver of exceptions.

**Art. 28.5.** Forfeiture – burden of proof.

**Art. 28.8.** Limitation of liability of CB STAMPI.

**Art. 28.9.** Customer waivers.

**Art. 28.10.** Customer liability – warranty exclusion.

**Art. 28.11.** Risk of damage or loss borne by the Customer.

**Art. 28.12.** Exemption of liability for CB STAMPI.

**Art. 29.2.** Customer declaration and responsibility.

**Art. 29.3.** Indemnification.

**Art. 31.2.** Termination of Contract and right to retain amounts paid by the Customer.

**Art. 31.3.** Authorization for subcontracting.

**Art. 33.1.** Deadlines for raising reservations.

**Art. 32.1.** Exception to Article 1661 of the Italian Civil Code – Modifications and variations – extension of time limits and price changes.

**Art. 32.2.** Modifications and variations – exemption of liability for CB STAMPI.

**Art. 33.** Service Acceptance.

**Art. 34.** Exclusion of warranty.