

DAB'S GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PRODUCTS AND SERVICES

1. APPLICATION

- 1.1 These General Terms and Conditions of Sale and Delivery ("General Terms and Conditions of Sale") apply to the delivery by DAB PUMPS SPA (hereinafter "DAB") of products, services, and products in connection with services to its Clients (hereinafter individually referred to as the "Client").
- 1.2 These General Terms and Conditions of Sale apply exclusively. Any waiver or supplementation at the Client's request is excluded unless expressly confirmed in writing by DAB.
- 1.3 Client's receipt of products or services constitutes de facto acceptance of these General Terms and Conditions of Sale. The offer, acceptance, the General Terms and Conditions of Sale (whether or not referenced) any attachments and any other documents explicitly accepted by DAB, constitute the Contract for Client's purchase of products or services (the "Contract").

2. ACCEPTANCE OF ORDERS

- 2.1 All orders must be submitted fully completed to DAB in writing by e-mail or other electronic system agreed upon by the parties (e.g., EDI and/or D2B).
- 2.2 Orders placed verbally or by telephone must be confirmed by the Client in writing via e-mail.
- 2.3 DAB shall not be liable for errors in order processing due to the Client's failure to provide written confirmation or incomplete completion of the submitted order.
- 2.4 Client must ensure that DAB's acceptance corresponds with Client's offer. If Client fails to notify DAB of any non-correspondence without undue delay, DAB's acceptance will be binding upon Client.

3. CANCELLATION OR MODIFICATION OF ORDERS

- 3.1 Client shall be liable for damages caused by withdrawal or modification of orders, which in any case shall not be considered valid and effective without written acceptance by DAB.
- 3.2 In case of accepted request for order modification and/or cancellation, DAB may ask the Client to pay a handling fee of 20% of the net value from price list in the case of standard and/or "high rotation" products (excluding customized products). In case of a request for modification and/or cancellation of the order related to fire-fighting assemblies, the practice management fee will be 35% of the net value from price list.

4. DELIVERY OF PRODUCTS

- 4.1 Unless otherwise agreed in writing between the parties, delivery of the Products is agreed DAP (Incoterms 2020).
- 4.2 The term for delivery shall commence on the date of the notice that the Products have been made available.
- 4.3 DAB will make every reasonable effort to execute the contract and/or deliver the Products within the agreed terms, although such terms shall as of now be deemed indicative and never binding. Therefore, under no circumstances shall DAB be liable for damages directly or indirectly caused by the delayed performance of a contract or the delayed delivery of Products.
- 4.4 In any event, DAB shall not be held liable for any delays in delivery due to unforeseeable circumstances, force majeure, or otherwise causes beyond its control. In such cases, DAB will process the order as soon as the impeding causes have ceased.
- 4.5 If the Client refuses to take delivery of the Products, in whole or in part, on the delivery date agreed upon between the Parties, the Client shall be obliged to pay the full price of the Products as if they had been delivered, without prejudice to DAB's right to charge the Client for the costs of transport and storage of the goods, as well as compensation for any additional damage.

5. DELIVERY OF SERVICES

- 5.1 DAB shall perform the services professionally and skillfully.
- 5.2 DAB shall perform the services at the agreed place and time, provided that all technical details and formalities concerning the execution of the Contract are available to DAB.
- 5.3 DAB shall perform the services during normal working hours (weekends and national holidays are outside normal working hours). The parties may agree that DAB shall perform work outside normal working hours; DAB will invoice for such hours at DAB's applicable rates.
- 5.4 Clause 4.5 shall apply if Client does not take delivery of the services or part thereof as agreed.
- 5.5 DAB shall use reasonable endeavours to observe all Client's health and safety rules and regulations, and any other reasonable security requirements that apply at Client's premises, which Client has communicated to DAB. DAB shall not be liable for any breach of its obligations under the Contract, to the extent that such breach is due to DAB's observation of Client's health and safety regulations, unless DAB had received a written copy of such regulations before entering into the Contract.
- 5.6 Unless otherwise agreed, DAB will arrange for services to be performed by one person. In due time before DAB's performance of the services, Client shall inform DAB, if the performance of services will require more than one person. If Client fails to do so, DAB may invoice and Client shall pay applicable accrued costs, notwithstanding whether or not services have been completed.
- 5.7 DAB shall be entitled to sub-contract any of its obligations without the consent of Client. DAB is liable for any acts or omissions of its sub-suppliers.

6. RISK AND TITLE

- 6.1 Unless the Parties agree otherwise, the products shall remain the property of DAB until DAB has received the full amount of the agreed payment, and only upon receipt of payment shall ownership pass to the Client. If the Client does not make said payment in full, DAB shall have the right to take back the products at the Client's expense. Such retention of title shall not affect the passing of risk.
- 6.2 For products delivered in connection with service, the risk of loss of or damage to the products will pass to Client on completion of the services. However, if the products are delivered together with the services, but so that the products are temporarily placed at Client's/end-user's site until installation (without DAB being present at the site), the risk of the products passes to Client when DAB delivers the products to the site.

7. CLIENT'S OBLIGATIONS

- 7.1 The Client, at its own expense, must:
 - Cooperate with DAB for service delivery and provide necessary access to premises and facilities.
 - Ensure suitable site conditions (lighting, power, etc.) and provide accurate, functional documents, tools, and materials ("In-Put Materials").
 - Prepare and maintain premises, including handling hazardous materials as required by law.
 - Inform DAB of any product issues, all relevant health and safety rules, and obtain necessary permits and approvals.
 - Confirm ownership of equipment to be serviced and avoid granting third-party access that could interfere with DAB's services.

8. PRICES AND TERMS OF PAYMENT

- 8.1 Prices shown in DAB's price list are exclusive of any tax or duty and ex DAB factory. Prices, therefore, do not include charges for transportation, insurance, or other similar charges.
- 8.2 DAB reserves the right to change the list prices of products and services at any time without prior notice. If a price is changed after receipt of the Client's order, DAB reserves the right, at its discretion, to apply the price change to the Client. If the Client does not accept the price change applied, it shall be DAB's right to cancel the Client's order with the sole obligation to return any advance payments and with the express exclusion of any further demands and claims by the Client for any reason whatsoever.
- 8.3 DAB shall invoice the Client upon delivery. Payment must be made exclusively to DAB, in accordance with the terms stated in the order confirmation or, in the absence thereof, within 30 days from the invoice date and, in any case, by the due date indicated on the invoice.
- 8.4 If Client does not pay on the due date, DAB may, with no effect on any other right or remedy that DAB may have under applicable law, claim payment for reminders, collection charges and interest. Interest is fixed at 2 % per month (or the highest interest rate under applicable law). Interest will accrue daily from the due date until actual payment of the overdue amount. DAB may also (i) make further supply subject to guaranteed payment and suspend other deliveries until Client has provided the guarantee required by DAB; or (ii) suspend the provision of further deliveries until Client has paid the overdue amounts in full.
- 8.5 If Client does not pay overdue invoices (despite one reminder) or in the event of termination of the Contract, then all payments payable to DAB, become due for immediate payment.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Client shall use the Products in a manner that does not infringe the rights of any third party.
- 9.2 Nothing in the Contract or otherwise transfers or assigns any intellectual property rights, in or arising out of or in connection with the products or services and in any drawings, descriptions, manuals or other documentation given by DAB to Client.
- 9.3 The Client may be authorized by DAB to use the trademarks, logos, or other distinctive marks of the DAB Group solely for the purpose of identifying and advertising the Products, subject to DAB's directions and requests. The Client undertakes to use DAB's trademarks, logos, and other distinctive marks strictly in accordance with DAB's Brand Book, which is available on DAB's official website, and any related guidelines provided by DAB. Any use not compliant with the Brand Book or DAB's instructions shall be considered a material breach of contract.

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10. LIMITATION OF LIABILITY

- 10.1 DAB assumes liability for personal injury (including death or injury) and damage to real and personal property caused by defective products, to the extent required by applicable mandatory product liability law. For damage to real and personal property (excluding consumer property), DAB's total liability shall not exceed the higher of the maximum amount covered by its insurance policy and the amount set out in Clause 10.3. The Client assumes all product liability not expressly allocated to DAB under this clause. If either party is held liable for damages that, under this clause, should be allocated to the other party, the latter shall indemnify the former for any amount paid in excess of its allocated responsibility under Clause 10.1.
- 10.2 To the extent permitted by applicable law, DAB is not liable (in contract, tort (including negligence), breach of statutory duty or otherwise) for loss of production, loss of turnover, loss of profit, loss of business opportunity, loss of data, loss of savings, loss of goodwill, loss relating to unauthorised access to data or systems, loss as a result of business interruption, or any other indirect or consequential losses of any kind whatsoever arising under, relating to or in connection with the Contract or a breach hereof.
- 10.3 To the extent permitted by applicable law, DAB's total liability (including in regard to payment of liquidated damages (if any) and third-party claims) towards Client for damages and losses incurred due to breach of obligations arising out of or in connection with the Contract, from tort (including cases of gross negligence), breach of statutory obligations or otherwise, shall never exceed 30% of the total amount paid or payable by the Client under the Contract (excluding VAT and taxes) on which the claim is based.
- 10.4 The limitation of liability set forth in Sections 10.2 and 10.3 above shall not apply if the act or omission of one party causes personal injury to the other, or if the party causes damage to the other intentionally or by acting with gross negligence.
- 10.5 The Client and DAB agree that the price of products and services reflects the balance of mutual rights and obligations under the contract, including expressly the limitations set forth in this Clause 10.
- 10.6 With respect to any Proceeding (meaning any judicial, administrative, or arbitration action, suit, claim, investigation, or other proceeding) brought by a third party (other than the Client) against DAB, arising out of or in connection with the Contract, the Client's purchase or use of the products, and/or purchase of services, the Client shall indemnify and hold DAB harmless from all Losses (meaning litigation expenses and any loss) resulting from such Proceeding, except to the extent that DAB negligently or intentionally caused those Losses.

11. CODE OF CONDUCT

- 11.1 The Client declares that they have read and understood the DAB Code of Conduct, available at www.dabpumps.com/it, and undertakes not to engage in any conduct that may result in a breach thereof, further committing to extend this obligation to their own employees.
- 11.2 Failure to comply with the provisions of this document shall constitute a material breach of contract. In cases that DAB, at its sole discretion, considers more serious, DAB reserves the right to terminate the Contract with immediate effect, without prejudice to its right to claim damages.

12. EXPORT CONTROLS AND INTERNATIONAL SANCTIONS

- 12.1 Any delivery under the Contract, may be subject to applicable export controls and trade sanctions regulations, including such regulations enforced by the European Union, the United Nations and the United States.
- 12.2 Any delivery of products and services to the Client, is subject to the circumstance that the Client complies with all applicable export controls and trade sanctions laws, and implements in its organization procedures for compliance and control to such regulations.
- 12.3 If due to export control and trade sanction rules, DAB considers that it is or will be prohibited, hindered, restricted or significantly adversely affected in complying with its obligations under the Contract, DAB may cancel or postpone the delivery of the products or services. In such cases, DAB will not be liable for any direct or indirect claim or loss.
- 12.4 In order to enable Authorities or DAB to conduct audits on Client's compliance with export control and international and trade sanctions regulations, or in support of DAB's requests to the relevant authorities in connection with the export and/or sale of the products and/or services under the Contract, Client agrees to promptly and without delay, upon request from DAB or from the relevant authority, provide all information regarding the final recipient, parties involved in the delivery, particular destinations, and the specific intended use of the products and services.
- 12.5 The Client undertakes not to sell or export goods to Russia or Belarus, in compliance with applicable regulation and will make every reasonable effort to ensure that third parties in the commercial chain do not violate this provision.
- 12.6 Any breach of the obligations outlined in this Clause shall be considered a material breach of the contract, for which DAB shall have the right to terminate this contract and seek compensation for damages.

13. TRANSPORT

- 13.1 Delivery will be made in the manner agreed upon between the Parties by the appointed Carrier. Upon receipt of the goods and in the presence of the Carrier's appointee, the Client shall be required to verify and notify the Carrier and DAB immediately of any visible defects or shortages in the products, and ensure that the products received correspond to what is described in the order confirmation and the Delivery Note. If the Client fails to make such verification and/or such notification without delay, thereby accepting without any reservation expressly noted on the waybill or Carrier's PDA, the Client shall forfeit the right to claim any defects in the delivered products, which the Client could have discovered during such examination.
- 13.2 With respect to deliveries by couriers contracted with DAB, with the Client being charged on the invoice, any damage or shortage of goods must be promptly notified to DAB within 8 days of receipt of the goods. Upon receipt, the Client shall have the damage noted on the carrier's waybill or PDA, using the words "SPECIFIC RESERVATION OF CONTROL FOR... (e.g., Damaged/Missing Goods)" ("Reservation of Control"). In the absence of specific Reservation of Control or reporting after the 8 days after receipt of the goods, you lose your rights to compensation or replacement. A Reserve of Control without the reason, i.e., without specifying the type of anomaly, will result in DAB's non-acceptance of the file and the Reserve of Control itself.
- 13.3 With reference to deliveries made by couriers appointed by the Client, in order to manage the courier reservation on behalf of the Client, the Client must indicate the subscription code within the order. In its absence, DAB will not guarantee the booking process. In case of any damage or shortages caused by the delivery by the Client's appointed carrier, DAB will not be liable in any way. It will be the Client's responsibility to forward the claim directly to its carrier.
- 13.4 Once the goods have been accepted with a duly motivated and completed Reserve of Control, the Client must promptly notify DAB in writing with the Delivery Note or shipment number within the mandatory term of 8 days from receipt of the goods. The communication must also specify all useful information that will allow DAB to be able to proceed both to the eventual replacement of the damaged product and to initiate the request for reimbursement of the damage to the carrier in charge of delivery (description of the damage with photo). Affixing the Reserve of Control to dispute the damage is a right provided by law, if the carrier refuses to have the Reserve of Control affixed, the Client must refuse delivery of the goods by reporting the reason and contact DAB promptly.
- 13.5 If there is damage to the product when the package is opened and the Client has not previously affixed the Reserve of Control with justification, DAB will not be able to activate the file for compensation for delivery damage.

14. WARRANTY

- 14.1 DAB warrants that the Products conform to what was agreed upon and are free from original defects and faults related to its design and/or manufacture such as to make them unsuitable for the use for which they are usually intended. In order to receive complete information with regard to the warranty terms, the Client agrees to read the appropriate document containing the general warranty terms and conditions available on DAB's website or in printed form in the price list.

15. RETURNS

- 15.1 No return of new products purchased by DAB with request for credit or replacement will be accepted, except in exceptional cases to be screened and authorized in advance in writing by DAB from time to time.

16. TERMINATION

- 16.1 If the Client fails to fulfill the obligations related to the contract, DAB may send a written notice specifically indicating the contested default and, if the Client has not remedied said default within the next 15 (fifteen) days, DAB shall have the right to terminate the contract without further notice.
In the event that the Client becomes subject to bankruptcy, insolvency proceedings, liquidation, or any other procedure indicating financial distress or inability to meet its obligations, DAB shall have the right to terminate the Contract with immediate effect by written notice, without incurring any liability, penalty, or obligation to compensate the Client for any damages or losses resulting from such termination.
- 16.2 During the period of default, DAB reserves the right to take all appropriate measures to protect its interests.
- 16.3 Termination of the Contract (regardless of the cause) will not affect those provisions of the Contract which, by nature or necessity, provide that they operate after any expiration.
- 16.4 In the event of termination of the Contract, for whatever reason and/or cause intervened, DAB shall be entitled to payment for supplies made, orders in progress up to the date of termination of the Contract.

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17. MISCELLANEOUS

- 17.1 The Contract may not be assigned or transferred to third parties, in whole or in part, by the Client, without the prior written consent of DAB. DAB reserves the right, without prior notice, to assign the rights and obligations under the Contract, to any company within the DAB Group, whose list can also be found on DAB's website.
- 17.2 A quotation by DAB is valid for a period of 30 days from the date of issuance unless DAB has specified otherwise in the quotation. DAB reserves the right to change the quotations before the expiration of the validity period if the Client has not yet placed a purchase order.
- 17.3 All illustrative and descriptive documentation of the products, such as photographs, drawings, technical specifications, price, size and weight data are intended to be merely indicative and DAB is not responsible for any inaccuracies in the information contained therein. DAB may at any time without being liable correct typographical, clerical or other errors or omissions in sales material, quotations, price lists, order confirmations, invoices or other documents or information issued by DAB.
- 17.4 DAB shall have the right to make any changes to the products and services that are necessary to comply with applicable laws or safety requirements, or that do not materially and adversely affect the nature or quality of the products and services. Such changes may be made at any time without prior notice or the need to obtain the Client's consent.
- 17.5 DAB reserves the right to manufacture the products in any of the Group's plants.

18. CONFIDENTIALITY AND PERSONAL DATA

- 18.1 The Parties agree to keep strictly confidential and not disclose, by any means and in any way the contents of the Contract, all information of a technical and commercial nature, specifications, prices, inventions, processes, initiatives and all other information concerning the disclosing party's business, its products and services that are of a confidential nature (Confidential Information) throughout the contract term. The obligations under this Clause 18.1 apply from the execution of the Contract and, subject to applicable law, for a period of 5 years after the Contract expires or is terminated.
- 18.2 DAB guarantees that the processing of personal data provided in connection with the conclusion of the Contract will be carried out in accordance with the principles of lawfulness, fairness and transparency and always in a manner that complies with the applicable data protection laws. To learn more visit DAB's website where the DAB privacy notice is available.

19. FORCE MAJEURE

- 19.1 Neither party shall be in breach of the Contract nor liable for delay in performing, failure to perform or any of its obligations that is caused by an event or condition beyond the reasonable control of either party, including, but not limited to: acts of God, fire, hurricane, flood, explosions, strike, boycott, labor disputes, epidemics, pandemics, viral emergencies or acts of Government Authority ("Force Majeure"). In the event of a Force Majeure, the parties agree to suspend the affected party's obligations until the Force Majeure situation ceases to exist, and such affected party shall not be liable for any kind of losses or damages whatsoever incurred during the period of Force Majeure.
- 19.2 Either party may terminate the Contract with immediate effect upon notice to the other party if the period of Force Majeure continues for a period of 3 consecutive months. In case of termination due to such circumstances, neither party shall be liable to the other for such termination. However, such termination will not affect any pre-existing liabilities or claims or any other provisions of the Contract.

20. APPLICABLE LAW AND JURISDICTION

- 20.1 The Contract, and any dispute or claim arising out of or in connection with its subject matter or its formation (including non-contractual disputes or claims) is governed by and constructed in accordance with the laws of Italy, without reference to the conflict of laws or principles thereof which may cause the application of the laws of another country. The parties irrevocably agree that the Courts of Padova shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, the Contract or its subject matter or formation.
- 20.2 Partially derogating from what is outlined in Clause 20.1 above, DAB, at its discretion, shall have the option to waive the application of Italian law and the jurisdiction of the Court of Padua, to take legal action against the Client, at its domicile and the Court having jurisdiction there