
Coster Tecnologie Speciali S.p.A.

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COSTER Terms and Conditions of Sale

1) Sale of products

These "Terms and Conditions of Sale" (T&CS, hereinafter), together with any order, any offer letter, quotation and any order confirmation, or any commercial terms contract (CTC), shall constitute the Sale Agreement between Coster Tecnologie Speciali Spa or any other of its controlled Companies (also Supplier or Coster Group) excluding Coster USA Inc. and the Buyer. The Sale Agreement supersedes all prior communications and agreements between the Parties. The Sale Agreement shall come into effect upon Supplier's order confirmation in writing, or Supplier's beginning of execution of the purchase order, or upon the execution of a CTC.

These T&CS prevail over any Buyer's terms of purchase or any other document unilaterally transmitted by the Buyer which are not explicitly accepted in writing by the Supplier. The T&CS shall also apply to all future orders with the Buyer, even if the Supplier does not refer to them again.

The purchase order shall state the quantity of the products to be purchased and include all information referring to; product code, description, quantity, price invoicing address delivery date(s) and the requested delivery address and any other information which is relevant about the circumstances of the order.

Unless stipulated otherwise, the Supplier may accept a request to change or cancel an order, provided that:

- Such request reaches the Supplier in writing at least six (6) weeks before the date of shipment stated in the order confirmation;
- Supplier accepts by issuing a new order confirmation, which shall specify the amount of any expenses and/or costs incurred by the Supplier due to that change and shall be binding on the Supplier and the Buyer following a period of 8 calendar days from the date of sending such new order confirmation to the Buyer.

In the event of any conflict between the contract documents, this order of priority applies (with document "a." being the highest priority and "c." the lowest priority):

- a. Order confirmation;
- b. CTC;
- c. Terms and Conditions of Sale.

2) Delivery

Supplies shall be normally made FCA Supplier's premises or DAP (Incoterms 2020) Buyer's delivery address, as agreed by the two parties. The two parties can also agree on different Incoterm and delivery conditions. In case of FCA, unless otherwise agreed, Buyer shall bear all transportation and insurance costs. Title to the products shall transfer to Buyer upon loading of the products for delivery to Buyer. Supplier is under an obligation to inspect the suitability of the transport means upon loading of the product for delivery to Buyer.

By failing pick-up of the products by the Buyer within the agreed time and date, the Supplier shall have the right to invoice storage expenses from the aforementioned date. The Supplier may also give the Buyer notice of its intent to sell the products, set a reasonable grace period for pick-up and then sell the Products.

Lead times and dates quoted for delivery are given for guidance only in the order confirmation. The Supplier shall make reasonable commercial efforts to adhere to those times which are not of the essence. Lead times shall not commence until the Buyer has provided the Supplier with all the technical information required to process the order and/or set up the means of credit or payment provided for in the order confirmation.

The Buyer shall examine all shipment on arrival within eight (8) days after delivery and shall have the right to reject goods shipped if:

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- Such products fail to satisfy the specifications or to meet specifications in a manner which would affect their ability to be used;
- Such products were not ordered by the Buyer.

Buyer's failure to provide the Supplier with such information within the specified period waives the seller's obligation to make corrections, and the goods will be considered accepted.

3) Non conformity

Supplier warrants that on delivery the products materially comply with the technical specifications whether standard or, as the case may be, customized specifications defined by the Buyer and validated by the Supplier. The non-conforming shipment or the non-conforming portion will be held by the Buyer and the Supplier will replace it with conforming products after the Supplier evaluation and recognizing of non-conformity. In the event that there is any disagreement with respect to conformity, such dispute will be resolved by submitting a sample of the disputed products or portions thereof to a mutually agreed independent laboratory for testing within fifteen (15) days of the date the disagreement arose. The non-prevailing party in the dispute will bear the costs associated with such testing

4) Payment:

Unless otherwise agreed the Buyer shall pay the price of the products within 30 days of the date of the Supplier's invoice. All payments to be made hereunder shall be made in Euros unless otherwise agreed and shall be paid by bank transfer direct remittance to the bank account designated by Supplier, or on such other terms agreed in writing upon between Supplier and Buyer from time to time. The price shall be exclusive of VAT and any other applicable sales or purchase tax or customs duties and of expenses for packaging and transport, for travel, board and lodges and other charges, unless otherwise agreed. Everything that is not expressly mentioned in other part of the Sale Agreement is excluded from the price. No objection of any kind by the Buyer shall entitle the Buyer to suspend or delay the payment of the price and the performance of the other obligations arising from this Sale Agreement. Any expenses incurred by payment shall be solely borne by the Buyer.

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

- Suspend any further delivery to the Buyer, and
- Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the yearly rate of interest of 8%.

5) Representation and warranty

The Parties represent and warrant that they:

- Have obtained all necessary corporate approvals to enter into this Sale Agreement and that no consent or approval is required from any governmental authority with respect to the entering into or the performance of the Sale Agreement; and
- Are under no obligation or restriction, nor will they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this agreement.
- The products do not infringe any third party intellectual property rights.
- The products sold hereunder are warranted by the Supplier to be free from defects under normal use and conform to the specifications provided by the Supplier or to Buyer's written specifications previously accepted by the Supplier in writing.

Unless otherwise agreed between the Buyer and the Supplier in writing, the Buyer's rights are valid for a period of one (1) year from the date of delivery of the Products to Buyer.

Supplier is not responsible for normal wearing or tearing of the products, Buyer's negligence or any nonconformity or defect in the Products that:

- Is created after the Product is shipped by the Supplier, including any non-conformity/defect resulting from the Buyer's negligence, handling, maintenance or failure to properly use, maintain or store the products
- Results from modifications to the products performed by Buyer or a third party

It is the sole responsibility of the Buyer:

- To choose the products under the recommendation of the Supplier and define any special or customized technical or packaging specifications for the products;
- To ensure that the products ordered are suited for their intended use;
- To ensure the products are compatible with the content to put in the finished packaging and products;
- To ensure compliance with all applicable regulations of the finished products that it markets.
- Any technical advice provided to Supplier, whether verbally or in writing, and any tests (particularly technical approval tests) carried out by the Supplier at the Customer's request, are for information only.

6) Liability

Supplier shall not be liable for direct, indirect, special, incidental or consequential damages of any nature including, without limitation, business interruption costs, production line stoppages, loss of profit, injury to reputation or loss of customers, damages to third parties whatsoever arising from out of use and/or handling of products, or anyway connected with the Sale Agreement either in contract, tort (including negligence) or otherwise. In particular no liability of any kind will be attributable to Coster for improper use of the products.

Supplier's liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the products ordered.

7) Insurance

At all times during the term of this Sale Agreement, and until expiry of the last batch of ordered products, each Party will maintain adequate product liability insurance in respect of any claims which may be brought against it in relation to the sale of the products in the Territory and will supply each other with a copy of the relevant policy on request.

8) Termination

Either party shall have the right to terminate the Sale Agreement if the other party commits a material default of any of its undertaking under the said agreement, also in the event the other Party shall become insolvent, provided that prior to termination hereof the non-defaulting party shall notify the other party of the default in writing, stating a reasonable time, in any event not exceeding 60 (sixty) calendar days from the date the notice is received, within which the defaulting party shall have to remedy said default.

For this purpose representatives of the parties shall meet as soon as possible to agree on how remedy said default provided always that any failure to agree shall not remove or reduce in any way the obligation of the defaulting party to remedy the default.

Should the occurred default remain unremedied after the expiry of the reasonable period stated in the above mentioned notice, the non defaulting party may terminate the Sale Agreement by giving written notice of termination to the other party, the date of such written notice being the termination date.

Any termination of this agreement shall be without prejudice to any rights which either party may have against the other party in respect of any breach occurred prior to the termination date.

Each party shall have the right to terminate the agreement, or if there is instituted by or against the other party procedures in bankruptcy, or under insolvency laws or for reorganization, receivership or dissolution, or if the other party loses any license to operate its business as presently conducted in any part of the territory.

Either party shall have the right to terminate the Sale Agreement by unilateral prior six months written notice, without having to perform any other formalities, and any court intervention.

9) Property rights

Products could be marketed by Buyer under its own trademarks, logos, or trade names. Intellectual Property Rights owned by Supplier shall remain the exclusive property of the Supplier.

Each Party shall promptly notify other party if, at any time during the term of this agreement, the party becomes aware that any person or entity is likely infringing or likely using unlawfully any Intellectual Property Rights. The party shall cooperate with and render all assistance to other party in the event of taking action with respect to the infringement or unlawful use.

10) Confidentiality

Confidential Information (such as data, recipes, drawings, drafts, diagrams, charts, descriptions, specifications, analytical results, calculations, findings, methods, models, samples, business information or other relevant information related to the business of each party) exchanged by and between the parties in performing and provision here to shall be deemed confidential, and the parties shall take all necessary and reasonable steps to prevent the disclosure of the received information to any third party. The provisions of the confidentiality clause shall survive the expiry or termination, for whichever reason, of this agreement until the information will fall into public domain.

Buyer acknowledges that has received the specific information pursuant to Regulation EU 2016/679 (GDPR) and agrees to the processing of personal data by Supplier in order to execute the Sale Agreement.

11) Force Majeure

If either party is unable to perform any of its obligations under the agreement, other than an obligation for the payment of money, because of Force Majeure, then performance of such obligations shall be excused to the extent and for the period required by such cause. For the purpose of this Sale Agreement, 'Force Majeure' shall mean a cause beyond the control of the Party seeking to rely on the existence of a force majeure, including war, civil commotion, destruction of production facilities or materials by fire, earthquake or storm, labour disturbances, epidemic and failure of public utilities or common carriers, or strikes, or shortage of raw materials, or in any other case of trade block or inability to import into Buyer's country. Either Party may terminate the Sale Agreement with

immediate effect by giving notice to the other Party where the situation of Force Majeure continues for more than forty-five (45) working days.

12) Price Revision in Extraordinary Circumstances

Prices stated in order confirmations are established on the basis of the cost conditions prevailing at the time of quotation, including raw material costs, energy, logistics, taxes, duties, and other input factors. Notwithstanding the foregoing, in the event of extraordinary and unforeseeable circumstances beyond the Supplier's reasonable control, including but not limited to significant disruptions in global or regional supply chains, armed conflicts, embargoes, shortages of raw materials or energy, material and sustained increases in input costs, or the introduction or material change of taxes, customs duties, or trade tariffs affecting the cost of supply, the Supplier reserves the right to revise confirmed prices. In such cases, the Supplier shall notify the Buyer in writing, providing a reasonable explanation of the circumstances justifying the revision.

13) Applicable law

The formation, validity, interpretation, execution, amendment and termination of the Sale Agreement shall be governed by and construed in accordance with the Italian law.

14) Settlement of disputes

Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Court of Milan, Italy, over any claim or matter arising under or in connection with the Sale Agreement.

15) Severability

In case any provision in this Sale Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalidity, illegality or unenforceability of any provision in this agreement in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

16) General

Failure or delay by any Party in exercising any right or remedy under this agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.

Any waiver of any breach of, or any default under, any of the terms of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

Nothing in this agreement shall create or be deemed to create a partnership, agency or joint venture between the Parties.

The Sale Agreement can only be amended, supplemented or changed in writing signed by both Parties.

The rights and remedies expressly provided for by this agreement will not exclude any rights or remedies provided by law.