



**O.R.V. MANUFACTURING S.P.A.
GENERAL SUPPLY TERMS & CONDITIONS**

These general supply terms & conditions (the "General Conditions"), except for any modifications or exceptions agreed in writing by the Parties, regulate the methods and conditions of sale of the products marketed by ORV Manufacturing SpA (the "Products"). All sales contracts are regulated by these General Conditions, which form an integral and substantial part of every offer, order and purchase order confirmation of the Products themselves.

Any variation to the General Conditions, the transactions and the allowance, will become binding only after a written confirmation and in any case limited to the contracts to which it refers.

These General Conditions prevail over those of the purchaser, even if the latter are referred to or reported in the orders or in any other documentation sent by the purchaser. No behavior of ORV Manufacturing SpA can be interpreted or used in order to express tacit acceptance of the general conditions of the buyer.

Offers, orders and order confirmations might be exchanged between the Parties using any means and technical solution available, whether they are paper and / or computerized, and will be considered equally valid and suitable for engaging the Parties because they are an expression of their negotiating will at the same level of any written document.

1- PRODUCTS

The goods and/or services subject to sales governed by these General Conditions are those indicated in the Offer in force at the time of the order. The data and technical characteristics contained in the Offers are indicative and not binding.

The technical and physical characteristics, as well as the quality of the Products are reported only in the technical data sheets , made by ORV Manufacturing SpA. Any other document showing the technical and physical characteristics as well as the quality of the products is purely indicative and will not be binding for ORV Manufacturing SpA.



ORV Manufacturing SpA declares that the Products comply with the applicable Italian and Community sector regulations. Under penalty of ineffectiveness of contractual and/or legal guarantees, each product must be used and applied in compliance with the indications provided by ORV Manufacturing SpA and, in any case, in compliance with the diligence required by the nature of the Products themselves.

It is the responsibility of the buyer, before concluding the sales contract, to ensure that the Products are suitable for the specific purpose and/or use for which he intends to purchase them and, moreover, to ensure that the products themselves comply with the applicable legislation in the State/Region/Area in which the buyer intends to import, distribute, sell or make any use of them.

2- ORDERS

Product orders must be sent to ORV Manufacturing SpA in writing. Orders must be complete and contain all the elements necessary for the correct identification of the requested Products. ORV Manufacturing SpA reserves the right not to accept incomplete orders.

3- EFFECTIVENESS OF THE CONTRACT

The contract is effective when the order confirmation is sent to the buyer by ORV Manufacturing SpA, within the time, economic and quantitative limits specified therein. The order placing implies full acceptance of these General Conditions. In any case, the text of the order confirmation will prevail over the non-compliant text of any order. Any condition affixed by the buyer to the order and/or to any other document or communication may only be applied if they are expressly approved in writing by ORV Manufacturing SpA; in this case, unless otherwise stated in writing, the conditions of the buyer will not, however, exclude the effectiveness of these General Conditions with which they must be coordinated.

4- DELIVERY

The delivery terms, indicated in each order confirmation, must be understood as merely indicative. Under no circumstances will the term be



considered essential, nor peremptory and in any case subject to the availability of means of transportation and the availability of the product. Orders will be processed in the manner indicated in the order confirmation. It is the buyer's responsibility to specify in his order particular characteristics of the transportation and/or destination of the Product that require special attention during packaging and delivery.

In case of missing specification on the order confirmation of a specific delivery condition included in INCOTERMS 2010, the delivery is to be intended EXW. Any changes will be accepted by ORV Manufacturing SpA only if received within 48 hours after ORV Manufacturing SpA has sent the order confirmation, for orders to be processed more than 7 days after the issuing of the order confirmation. No changes will be accepted for orders to be processed within 7 days of issuing of the order confirmation.

The buyer cannot refuse to accept a partial or split delivery over time.

If ORV Manufacturing SpA does not respect the delivery terms, due to delays or missed deliveries of its suppliers, interruption or suspension of transport or energy supply, strikes or trade union unrest, as well as due to any other unforeseeable event beyond its reasonable control, the expiration of the terms remains suspended from the day of the communication of the impediment to the buyer. After 3 (three) months from the occurrence of the impediment, without the same having ceased, each of the parties can withdraw from the contract by giving written notice to the other. In this case, no compensation or indemnity is due.

Upon delivery of the Products, the purchaser will have the responsibility of verifying the correspondence between what is indicated in the bills of lading and delivery notes and what will actually be delivered. In the absence of an immediate written complaint, pursuant to and for the purposes of article 8), the buyer will no longer be able to assert any discrepancies between the nature and quality of the Products taken over and what is indicated in the aforementioned documents. In the event that the buyer does not take delivery of the Products within 3 (three) days from the delivery date indicated by ORV Manufacturing SpA, the buyer will be responsible for the storage, administrative, financial and any other costs incurred and damage suffered by ORV Manufacturing SpA following non-delivery.

In the case of ex-works or ex-warehouse sales, as the terms indicated in the order confirmation approach, the buyer and ORV Manufacturing SpA will agree on the day of the effective collection and ORV Manufacturing SpA



will be able to terminate the contract if the agreed term is not respected by the buyer within 7 days from the agreed date.

ORV Manufacturing SpA reserves the right to suspend the delivery of the Products in all cases of non-fulfillment by the Customer of the obligation to pay the price of the products themselves.

If there is a delay in the delivery of the goods exceeding 30 (thirty) days, which does not depend on force majeure or other unforeseeable events, the Purchaser is obliged to contest this delay in writing to ORV Manufacturing SpA, which will have a term of further 30 (thirty) days to make the delivery. ORV Manufacturing SpA is not liable for damages from early or late delivery, total or partial.

5- PRICES

The sale prices are those indicated in the offer in force at the time the order is sent. They might be modified in proportion to the increase in costs incurred by ORV Manufacturing SpA in the procurement of raw materials, energy, labor and / or any other decisive element that may affect them.

The sale prices are always intended excluding taxes, duties, and, in general, other charges. All ancillary costs are responsibility of the purchaser, included but not limited to those for the stipulation of insurance policies, to request and obtain certificates of origin, proforma invoices, etc. In the event that, before the delivery of the Products, taxes and other tax charges that affect the final price of the goods are subject to variations due to changes in current legislation or to administrative or judicial measures, the Buyer agrees to integrate the price proportionally.

6- PAYMENTS

The terms and methods of payment are those indicated in the order confirmation. When a deadline has not been set, payment must be made at the same time as the delivery of the Products.

Payments of invoices and debit notes must be made within the agreed contractual terms, exclusively at the domicile of ORV Manufacturing SpA, or by means of a bank wire transfer.

No exceptions, except those of nullity, annulment and termination of the contract, can be raised by the buyer, in order to delay or avoid payment.



If the price or a fraction thereof has not been paid within the established terms, the amount still due will generate default interest pursuant to and for the purposes of Legislative Decree 231 of 9 October 2002.

Failure to pay even just a fraction of the sale price at the established deadline will make immediately collectible, in their total amount, any credit, for whatever reason, owed by ORV Manufacturing SpA towards the buyer and to attribute the right to ORV Manufacturing SpA to suspend, if it deems it appropriate, any delivery of Products to be made to the purchaser until the latter has paid all the sums due.

Before the conclusion of the contract, or afterwards, until the full payment of the sums due by the buyer, ORV Manufacturing SpA may, at its discretion and at its sole discretion, ask the buyer to provide guarantees in its favor. If the buyer does not provide the required guarantees within the set deadline, ORV Manufacturing SpA will be able to terminate the contract with immediate effect.

In the event that the payment, due to contractual agreements, must be made - in whole or in part - after delivery, the Products delivered remain the property of ORV Manufacturing SpA until full payment of the price.

If ORV Manufacturing SpA becomes aware of a significant worsening of the buyer's financial conditions, it will be entitled to declare it lapsed from the benefit of the payment term granted to him pursuant to and for the purposes of art. 1186 of the Italian Civil Code and to demand the immediate balance of the supply price.

7- FORCE MAJEURE

ORV Manufacturing SpA will not be responsible in any way for the failure or delayed fulfillment of the provisions envisaged for the supply of Products if it derives from events of force majeure such as wars, fires, earthquakes, floods, tsunamis, pandemics, strikes, difficulties arising with the workforce, scarcity or difficulty in the supply of raw materials, restrictions on the use of energy, suspension or difficulties in transport, plant breakdowns, acts of public authority or any other action or cause that cannot be reasonably foreseen or to which ORV Manufacturing SpA cannot reasonably remedy it through ordinary diligence.

In this case, ORV Manufacturing SpA is entitled to not execute the contract or to reduce the quantity of product or to extend the delivery or shipping period, without the buyer being entitled to any compensation. The deadline



for the execution of the supply will be extended for the entire duration of the event of force majeure, it being understood that, should this event prevent the execution of the supply for more than 6 months, the buyer will have the right to terminate the related sales contract, by sending a PEC, without any responsibility or consequence for ORV Manufacturing SpA.

8- COMPLAINTS AND GUARANTEES

ORV Manufacturing SpA guarantees the absence of defects in material or workmanship in the Products, as long as they are used under normal conditions of use and in compliance with the specifications and instructions provided. No other legal or conventional guarantee, either implicit or expressed, is provided by ORV Manufacturing SpA to the purchaser.

The warranty operates for a period of 12 (twelve) months from the date of delivery of the Products. In no event will the non-use of the Products affect the duration of the warranty period.

The guarantee does not apply in the event of damage: (i) occurring during transport; (ii) caused by improper use or storage of the Products; (iii) caused by fire, natural disasters or other unforeseeable events or events not attributable to ORV Manufacturing SpA; (iv) resulting from normal wear or tear over time or (v) occurring during any default period of the purchaser. Furthermore, the guarantee does not apply in the event that the Product is subjected to processing after delivery.

Any complaints for defects in the goods relating to quality or anything else, must be communicated in writing to ORV Manufacturing SpA, under penalty of forfeiture, within the peremptory term of 8 (eight) days from delivery of the goods in the case of obvious defects, and within 8 (eight) days from discovery in the case of hidden defects.

In any case, any defect must be reported in writing, in detail, providing the greatest possible documentation such as samples, production labels, identification number of the packages, etc., also to allow ORV Manufacturing SpA a prompt and exhaustive intervention.

Any agents, dealers and intermediaries of ORV Manufacturing SpA have no power of representation and cannot in any way make any promise or obligation on behalf of the Company. Any complaint regarding the existence of defects in the Products is therefore ineffective if made to agents, dealers or intermediaries of ORV Manufacturing SpA, rather than directly to the Company.



The buyer must keep the defective products available to ORV Manufacturing SpA for a reasonable period of time in order to allow any inspections and cannot, in the absence of written authorization from ORV Manufacturing SpA, proceed with their return, nor destruction.

In case of acknowledgment of defects, the purchaser, at the choice of ORV Manufacturing SpA, will only have the right:

- a) The free replacement of non-conforming or defective products; or
- b) Partial or total exemption from payment of their price, depending on the severity of the discrepancies or defects,

Any other form of intervention, as well as any liability for direct, indirect or consequential damages, will be, within the limits permitted by law, expressly waived by the purchaser.

The buyer who proceed in its production process using the defective goods will lose all right to compensation for damage, unless he proves the inability to ascertain, immediately after the initial stage of processing, the existence of defects. In any case, the extent of the damage may not exceed the value of the product supplied and, in a timely and timely manner, contested.

In any case, the right to the guarantee expires after 4 (four) months from receipt of the goods.

9- INTELLECTUAL PROPERTY RIGHTS

All documents, information, projects, indications for use and use, drawings, functional diagrams and so on, as well as all patents, trademarks, models, know-how and anything else communicated to the buyer before, at the same time and after the conclusion of the contract are and remain in the possession and availability of ORV Manufacturing SpA. The buyer may in no way reproduce the content or make it known to third parties, undertaking to keep the aforementioned acts, documents and rights secret. This prohibition is binding for the entire duration of the contract and applies to the buyer, his staff and any other person connected to it, in any way.



10- TAXES AND DUTIES

The purchaser is responsible for all indirect taxes and fees, including future ones, imposed on processing, consumption or sale of the Products or any product made using the Products.

11- EXPRESS TERMINATION CLAUSE

Without prejudice to any hypotheses of termination or withdrawal expressly provided for by these General Conditions, ORV Manufacturing SpA may - at any time - terminate the contract if the buyer breaches one or more obligations deriving from the same contract and does not remedy within fifteen days upon receipt of the related formal notice from ORV Manufacturing SpA.

12- APPLICABLE LAW AND JURISDICTION

The sales covered by these General Conditions are governed by the Italian law, with the express exclusion of the application of the Vienna Convention of 11-04-1980 on the international sale of personal items. For any legal dispute, the parties designate the Court of Padua as the exclusive competent court.

13- PRIVACY

The data collected will be processed by ORV Manufacturing SpA in compliance with the legislation on the processing of personal data and, in particular, in compliance with the European Regulation 679/2016 (GDPR).

14- FINAL CLAUSES

The sales contract cannot be changed, except in writing and undersigned by both parties.

The circumstance that one of the Parties does not - at any time - assert the rights recognized by one or more clauses of these General Conditions cannot be understood as a waiver of these rights, nor can it prevent it from subsequently demanding their timely and rigorous observance.

PERUZZO PRODUCTIONS



Any nullity or ineffectiveness of one of the clauses of these General Conditions does not determine its invalidity.

O.R.V. Manufacturing SpA

