

## LOGLI MASSIMO S.p.A. GENERAL TERMS AND CONDITIONS OF SALE

### Art. 1. - Scope

1.1 These General Terms and Conditions of Sale apply to all contracts between the company Logli Massimo S.p.A. (hereinafter referred to as "LM" and/or the "Supplier" for the sake of brevity) and each of its Customers (hereinafter referred to as "Customers" for the sake of brevity and individually as the "Customer") concerning the supply of products manufactured and/or marketed by Logli Massimo S.p.A. (hereinafter referred to as the "Products" for the sake of brevity), unless otherwise agreed in writing between the parties.

1.2 Therefore, any conditions of supply deviating from these provisions shall not be effective unless they result from an express written agreement between the parties.

### Art. 2 - Supply Orders

2.1 Catalogues, technical, advertising and/or promotional information sent by the Supplier and/or its Agents to the Customer do not in any way amount to a contractual offer.

2.2 The Customer's supply request shall be deemed to have been received by the Supplier when it reaches its Sales Office by fax and/or e-mail.

2.3 Pursuant to these General Terms and Conditions of Sale, the supply contract shall be deemed concluded when LM, upon receipt of the Customer's duly signed supply request, confirms it to the Customer by sending the appropriate document (Order Confirmation, hereinafter referred to as "OC" in short) and/or signing it for acceptance. Only delivery requests of the Customer that have been received and confirmed in writing by LM as set out in point 2.3 above shall be valid and binding on LM (hereinafter jointly referred to as "Orders" and individually as "Order").

2.4 Any request for a change to the previous supply request by the Customer must therefore be received by LM prior to the signing for acceptance thereof and/or the sending of the OC by LM.

### Art. 3 - Prices

3.1 Unless otherwise agreed in writing between the Parties, the supply prices indicated in the Order are valid for goods delivered ex-warehouse LM in Prato and do not include costs deriving from insurance, transport or other services and ancillary charges.

3.2 Prices do not include VAT or any taxes, duties and charges of any kind that may apply to the Orders.

3.3 Unless otherwise agreed in writing between the parties, prices shall be understood to refer to the LM price list in force at the time of the Customer's request for delivery of the Products.

### Art. 4 - Technical Features of the Products

4.1 The technical features of the Products supplied indicated in the Order conform to those specified in the LM catalogues, available on the website [www.loglimassimo.it](http://www.loglimassimo.it).

4.2 LM reserves the right, at any time and without any prior notice, to make any changes to its Products that it deems appropriate and/or that are necessary due to production requirements, regulations, etc.

4.3 In any case, it is understood that LM may modify and/or replace the Products shipped to the Customer and/or being shipped, notifying the Customer thereof.

### Art. 5 - Delivery Terms and Conditions

5.1 Unless otherwise agreed in writing between the Parties, the delivery terms indicated in the Order are to be considered indicative and not of the essence.

5.2 Unless otherwise agreed in writing, for the purposes of ascertaining compliance with the delivery terms and the passing of risk to the Customer, the Products are deemed to be delivered when they are made available to the Customer at LM's warehouse in Prato (EXW Incoterms 2020) and LM notifies the Customer thereof.

5.3 In no event shall failure to comply with the delivery terms entitle the Customer to cancel the Order, postpone the payment terms, make any set-off with claims against the Supplier and/or apply penalties. Any penalties shall be expressly agreed upon in writing between the Parties.

5.4 LM shall in any case be released from any liability for late delivery in the following cases:

- in the case of delivery to the Customer's factory, warehouse, place of business and/or building site expressly agreed upon in writing between the Parties, if the necessary information for arranging delivery is not received by LM as and when requested;

- in the event of force majeure or other serious and unforeseeable events assimilated to force majeure such as, but not limited to: strikes, boycotts, lock-outs, epidemics, wars, revolutions, riots, fires, floods, earthquakes and other acts of God, interruptions or delays in transportation, embargoes, power cuts, delays in the delivery of raw materials and/or any other event that causes partial or total stoppage of production.

5.5 If, for any reason for which LM is not responsible, delivery of the Products cannot take place on the agreed date, delivery shall be deemed to take place for all purposes (including the passing of risk to the Customer) with the mere notice to the Customer that the goods are ready. In the event that the storage period of the products exceeds 5 (five) calendar days, LM reserves the right to charge the Customer storage costs, determined at €150.00 (one hundred and fifty/00) for each day of delay from the date of commencement of storage.

5.6 Standard packaging of the Products, suitable to ensure their integrity during transport and unloading and storage under normal conditions, is included in the price. Any special packaging shall be agreed in advance in writing and the costs thereof will be invoiced to the Customer.

5.7 If the packaging is returnable, the cost of transport (from the Customer to LM) shall be borne by the Customer, unless otherwise agreed in writing between the Parties.

### Art. 6 - Product Warranty

6.1 Unless otherwise agreed in writing between the Parties, the Seller warrants the conformity of the Products with its specifications for a period of 12 (twelve) months from the date of delivery. It is understood that it is up to the Customer to verify that the Products supplied can be used in accordance with its needs and expectations, also taking into account any other components used.

6.2 Any claim for apparent defects in the Products must be notified by the Customer upon delivery of the Products and must be reported, in writing, to LM immediately and, at the latest, or else such claim will be null, no later than 8 (eight) calendar days from the date of receipt of the Products. An apparent defect is any defect that is visibly detectable at the time of receipt of the Products, including any claims relating to the condition of their packaging and to discrepancies in the quantity and/or quality of the Products delivered. In the event of a claim, in order to facilitate the inspection of the delivered Products, the latter shall be made freely accessible to LM's representatives and/or appointees.

6.3 Any claim other than that referred to in paragraph 6.2 above regarding defects and/or malfunctions shall be reported by the Customer, in writing, to LM immediately and, at the latest, or else such claim will be null, within 10 (ten) calendar days from their discovery so that they can be possibly verified jointly by the parties, and, if necessary, at the laboratory indicated by LM.

6.4 If, at the outcome of the aforementioned joint verification, the laboratory referred to in Art. 6.3 ascertains liability on the part of the manufacturer, LM undertakes to take all necessary steps to restore Product conformity, by repairing and eliminating defects and/or faults, providing, where necessary, for Product replacement. In that case, only the corresponding transport costs will be borne by LM. Any further direct and/or indirect damages suffered by the Customer are expressly excluded.

6.5 LM provides no warranty and, therefore, shall not be liable in the event of:

- wilful misconduct, misuse, negligence and/or inexperience on the part of the Customer, the final recipient of the product and/or the personnel involved in its installation or use;
- use of the Products on materials and/or for applications other than those recommended, imperfect installation and/or not in accordance with the Product specifications;
- acceptance tests carried out under conditions of inaccessibility or unsuitability for Product verification;
- incorrect and/or failure to carry out periodic maintenance relating to the type of materials constituting the Products in accordance with common practice.

To this end, the Customer and/or the final recipient of the Product are required to comply with and execute the instructions for maintenance and correct use relating to each type of Product, together with the other technical instructions provided by LM (e.g.: frequent cleaning with hot water and suitable non-aggressive products, periodic deterioration control, etc.). In case of doubt, the Customer is invited to contact LM.

6.6 If LM's liability is established, it shall be conventionally limited, except in case of wilful misconduct or gross negligence, to an amount equal to the cost of the Products covered by the Order. Compensation for any further direct damage and, in any event, for any indirect damage suffered by Customers is expressly excluded. 6.7 The warranty is also excluded if the lack of functionality of the Products is attributable to conditions such as:

- operating conditions other than those indicated in the data sheets relating to the proper functioning of the Products;
- deterioration of finish coatings due to incorrect handling, installation or maintenance;
- normal wear and tear of the Product in the course of operation (e.g. gaskets, chrome plating, etc.);
- failure and/or inadequate maintenance of the Product and/or failure to replace materials subject to normal wear and tear.

6.8 LM disclaims any liability in the event of inability to act due to force majeure, including but not limited to: strikes, boycotts, lockouts, epidemics, wars, revolutions, riots, fires, floods, earthquakes or acts of God, embargoes, power outages or other causes attributable to the Customer or the final recipient.

### Art. 7 - Terms and Conditions of Payment

7.1 Unless otherwise agreed in writing between the parties, payment by the Customer of invoices for Product supply shall be made in favour of LM in the manner expressly indicated in the Order.

7.2 In the event of late payment, the Customer shall pay LM default interest in accordance with Legislative Decree 231/2002.

7.3 In the event of any claims and/or disputes of any nature whatsoever, the Customer shall not be entitled to suspend or delay the payment of the Products that are the subject of the claim or dispute, nor to delay the payment of any further amounts payable to LM, nor to make any set off against amounts payable by the latter.

7.4 If LM has reason to believe that the Customer, due to changes in its legal or financial situation, cannot or will not fulfil its payment obligations in full or in part on the agreed date, LM may suspend deliveries at any time, even in case of partial performance of the supply, making their resumption conditional upon the Customer's provision of suitable payment guarantees (e.g. bank guarantee, etc.).

### Art. 8 - Customer's Obligation in Relation to Export Controls and Economic Sanctions

8.1 The Customer undertakes to comply with current export control regulations, economic sanctions and embargoes applicable to the supplied Products, which it declares to be familiar with. These regulations may include decisions, measures and legal instruments adopted by the United Nations, the United States or the European Union.

8.2 With regard to the Products to be supplied by LM, the Customer undertakes not to enter into business transactions with persons with whom it is prohibited to do so or who are otherwise subject to restrictions under the aforementioned regulations. Accordingly, the Customer shall provide, upon request of LM, the appropriate documentation to prove full compliance with the aforementioned regulations, hereby undertaking to offer LM the necessary assistance for the purpose of verification by LM, and/or any consultants, of compliance with the above. Failing this, LM shall be entitled to formally urge the Customer to remedy such non-performance within the following fifteen (15) calendar days, after which LM may terminate in full the Order not yet performed or the remaining part thereof if only partially performed, pursuant to Article 1456 of the Civil Code, without prejudice to all legal remedies.

8.3 The Customer shall in any event be liable for all damages suffered by LM arising from any violation of the applicable export control regulations, economic sanctions and embargoes applicable to the Products and from the breach of this Article.

### Art. 9 - Code of Ethics and Organisation, Management and Control Model pursuant to Legislative Decree no. 231/2001 and respect for legality

9.1 The Customer acknowledges that LM has adopted and implements an Organisation, Management and Control Model pursuant to Legislative Decree no. 231/2001 ("Model"), which the Customer declares it has read on the Supplier's website and has understood.

9.2 The Customer endorses the principles of the aforesaid Model and its annexes and undertakes to comply with its contents and principles and, in general, to refrain from any conduct that can give rise to any of the offences indicated in Legislative Decree no. 231/2001 and subsequent amendments and additions, as set out in the Model. The Customer also undertakes to expect its employees and collaborators to comply with such obligations. Violation of the aforementioned obligations by the Customer shall amount to a material breach of contract, pursuant to and for the purposes of Article 1455 of the Civil Code, granting LM the right to terminate in full the Order not yet performed or the remaining part thereof if only partially performed, pursuant to Article 1456 of the Civil Code, without prejudice to all legal remedies.

9.3 In any case, the Customer hereby undertakes to indemnify and hold LM harmless from and against any penalties or damages that may be incurred as a consequence of the Customer's breach of the aforementioned obligations.

9.4 The Customer is also informed that LM, as a member of the Saint-Gobain Group, asks its Customers to fully comply with the Anti-Corruption Policy (available at the following address: <https://www.saint-gobain.com/en/corporate-responsibility>) adopted by the Saint-Gobain Group, as part of its commitment to fight corruption and to respect legality.

9.5 To this end, the Customer is informed that the Saint-Gobain Group gives the former the opportunity to report any conduct that does not comply with the applicable regulations and/or the Model relating to the contractual relationship with LM at the following link <https://www.bkms-system.com/saint-gobain>.

### Art. 10 - Information on the Processing of Personal Data

10.1 Pursuant to Arts. 13 and 14 of EU Regulation 679/2016 (hereinafter "GDPR"), the Customer is informed and acknowledges the following.

10.2 Business relations with the Supplier shall entail the processing of the Customer's Personal Data, in compliance with the following general principles: i) all Personal Data shall be processed in a lawful, correct and transparent manner vis-à-vis the data subject, in accordance with the general principles provided for in Art. 5 of the GDPR; ii) specific security measures will be observed to prevent loss of data, unlawful or incorrect use and unauthorised access;

10.3 The Supplier shall act as Data Controller for the Data processed.

10.4 The Customer's Personal Data subject to processing shall be the Customer's identification Data (name, surname, company name, personal/fiscal data, address, telephone number, e-mail, bank and payment details) acquired and used in the context of the services provided by the Controller and therefore necessary for the performance of contractual relations between the Customer and the Supplier.

10.5 Personal Data shall be processed by means of the operations indicated in Article 4 (2) GDPR, namely: collection, recording, organisation, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, erasure and destruction of data.

10.6 The Customer's Personal Data shall be subject to both paper and electronic (computer or telematic) and/or automated processing and stored in a paper archive and in a special server located in Europe.

10.7 The Controller shall process personal data for the time necessary to fulfil the purposes for which they were collected and the related legal obligations.

10.8 The Data Controller is a legal entity that is part of a group of companies (the Saint-Gobain Group, hereinafter also "the Group"); in the event that the Data Controller intends to transfer your data to entities belonging to the Group, this shall be done in compliance with the requirements of Art. 47 of EU Regulation 679/2016 ("Binding Corporate Rules").

### Art. 10.9 CONTACT DETAILS OF THE DATA PROTECTION OFFICER

Office of the Data Protection Officer ("DPO")

of the Saint-Gobain Group for Italy and Greece

Via Giovanni Bensi, no. 8

I - 20152 Milan

Mail : [Privacy.Loglimassimo@saint-gobain.com](mailto:Privacy.Loglimassimo@saint-gobain.com)

### Art. 11 - Applicable Law

All Orders between the Supplier and the Customer for the supply of Products in accordance with these General Terms and Conditions of Sale shall be governed by Italian laws, with the express exclusion of the provisions of the Vienna Convention.

### Art. 12 - Jurisdiction

Any dispute arising out of the application, performance, interpretation and/or termination of Orders concerning the supply of Products in accordance with these General Terms and Conditions of Sale shall be submitted to the exclusive jurisdiction of the Court of Milan.

### Art. 13 - Final Clause

13.1 The invalidity of one of the clauses of these General Terms and Conditions of Sale shall not affect the application of the other clauses, which shall therefore remain valid and effective.

13.2 Any tolerance on the part of the Supplier with respect to conduct that violates any of the clauses of these General Conditions of Supply does not, under any circumstances, imply a waiver of the application of that clause or of any other clause thereof.

Place and date \_\_\_\_\_

The Customer

\_\_\_\_\_

(stamp and signature)

\_\_\_\_\_

(stamp and signature)