

## OLEOBI SRL GENERAL CONDITIONS OF SALE

### 1. DEFINITIONS

For the purposes of these General Conditions, the following terms and meanings shall apply:

“OLEOBI”: OLEOBI SRL, a socio unico (sole shareholder company), with registered office in Granarolo dell'Emilia (BO), 40057 town of Cadriano, via Don Giovanni Minzoni 28, Tax code 03053760371 and VAT ID No. 00592061204, certified email address: [amministrazione@oleobi.legalmail.it](mailto:amministrazione@oleobi.legalmail.it) (hereafter: **OLEOBI**);

“Customer”: a legal entity that purchases Products/Services from OLEOBI for their own business or professional purposes;

“Parties”: OLEOBI and the Customer, where indicated jointly;

“Order”: Order for the purchase of Products issued by the Customer and addressed to OLEOBI;

“Order Confirmation”: Written confirmation of the Order issued by OLEOBI and addressed to the Customer;

“Agreement”: the agreement between OLEOBI and the Customer concerning the sale of products, consisting of the Order, the Order Confirmation and these General Conditions of Sale;

“Products”: components, equipment and hydraulic and pneumatic systems.

### 2. SCOPE OF APPLICATION

2.1 These General Conditions of Sale (hereinafter: General Conditions) apply to all deliveries of Products from OLEOBI to any Customer.

2.2 The sale of Products shall be governed exclusively by these General Conditions, the Order and the Order Confirmation, which together constitute the entire Agreement.

2.3 Unless otherwise agreed in writing between the Parties, the General Conditions supersede any previous oral or written agreements concerning the same subject.

2.4 Special conditions agreed in writing between the Parties must be coordinated with these General Conditions and included in the Order Confirmation. Any Special Conditions referred to by the Customer in its Order shall be deemed without any effect unless specifically approved in writing by OLEOBI.

### 3. EXCLUSIONS

3.1. These General Conditions do not regulate the design of the system, installation of the supplied equipment, specific testing and assembly, non-warranty maintenance and servicing, consulting, start-up assistance, training and all related services and fees.

3.2 Such aspects must be regulated separately and subject to a specific agreement between the Parties, expressly referred to in the Order Confirmation.

3.3 Similarly, the costs of packaging, taxes, stamps, customs fees, duties and all other additional charges are not included in the purchase price.

### 4. ORDER AND ORDER/OFFER CONFIRMATION AND ACCEPTANCE

4.1. The Order consists of a proposal for purchase of Products; it must be submitted in writing by the Customer to OLEOBI, dated and duly signed by an authorized person, and must be printed on the Customer's letterhead paper.

4.2 These General Conditions apply to every Order.

4.3 When filling out an Order, the Customer must indicate the name of the person authorized to collect the goods from OLEOBI's headquarters, its bank details and its VAT number, for issuance of the accounting documents for receipt of delivery and payment.

4.4 By issuing the Order, the Customer agrees to the purchase irrevocably, unless OLEOBI rejects the Order as non-compliant in its form or contents with the provisions of these General Conditions.

4.5 The Agreement between OLEOBI and the Customer is concluded by written Confirmation of acceptance of the Order by OLEOBI.

4.6 Offers sent by OLEOBI to the Customer do not entail any commitment, liability or obligation involving OLEOBI and shall be deemed valid solely for the date specified on them and exclusively for the supply of products listed in the quote. Offers will cease to be valid if acceptance is not received from the Customer within the time stated in them, by the sending of an Order in strict conformity with the Offer sent by OLEOBI.

4.7 The Customer's acceptance of the Offer shall also imply agreement with and acceptance of these General Conditions.

### 5. DELIVERY

5.1 Unless otherwise agreed in writing by the Parties, the products shall be understood as delivered Ex Factory/Ex Works (EXW), i.e. from the OLEOBI premises, without packaging.

5.2 The Customer shall bear the costs of transport and insurance, and of all additional requirements for the transport of the Products to the place of destination.

5.3 The risk of loss or damage of the Products is transferred from OLEOBI to the Customer upon consignment to the latter, or a party authorized by it (including carrier), of the Products covered by the Agreement. OLEOBI shall not be liable in any way for damages caused to the Products or means of transport during loading operations at its headquarters, for which the Customer bears full responsibility.

5.4 The delivery terms are approximate and shall be reckoned in working days; therefore, OLEOBI shall not be responsible in any way for damages arising from delays in the delivery of the Products. Unless otherwise agreed in writing by the Parties, the delivery deadline shall be calculated from the time the Agreement is concluded. In cases where the Customer must pay part of the price as a down payment, the delivery period shall not begin until the Customer has done so.

5.5 The delivery deadline is automatically extended:

- 1) if the Customer fails to provide the data or materials required for the supply in due time, or if the Customer requests changes when the work is

- already in progress, or in the case of delayed responses to the requests for approval of the drawings or execution layouts;
- 2) if events that do not depend on OLEOBI's goodwill and diligence, there including delays of sub-contractors, prevent any deliveries on the deadlines established or make such deliveries too onerous.
- 5.6 In cases where the Customer is in arrears with payments for other supplies, the deadline shall be suspended and OLEOBI can delay the delivery until the Customer has paid the amounts owed.
- 5.7 The Products shall be considered delivered, on the date established in the Agreement, when the Customer or its authorized representative (including carrier) collect the Products from OLEOBI's headquarters, or upon expiry of a period of 15 (fifteen) days from receipt of written notice from OLEOBI informing the Customer that the Products may be collected.
- In the case of failure to collect the Products by or on behalf of the Customer within the period indicated above, OLEOBI may, at the Customer's request, store the Products for a maximum period of 1 (one) month from the Delivery date and charge the Customer for the storage costs, or send a further written communication inviting the Customer to collect the goods within 7 (seven) days, under penalty of legal termination of the Agreement and payment of compensation for damages to OLEOBI.
- 5.8 If the Parties agree that in cases of delayed delivery for which OLEOBI is responsible, the latter shall be obliged to pay a sum by way of penalty, the Customer may not demand amounts exceeding the agreed penalty as compensation for damages resulting from the delay.
- 6 SALE PRICE, PAYMENT AND REVISION OF THE PRICE**
- 6.1 The Customer shall pay OLEOBI, as the purchase price for the Products, the amount indicated in the Order and shown in the Order Confirmation (excluding VAT and any
- 6.2 Unless otherwise agreed in writing between the Parties, payments must be made by advanced bank transfer or cash on delivery to OLEOBI's legal headquarters or the bank indicated by it.
- 6.3 Any disputes which may arise between the Parties do not however release the Customer from the obligation to comply with the conditions and terms of payment indicated in the Order and given in the Order Confirmation.
- 6.4 In the case of delay, the Customer shall pay default interest, pursuant to art. 5 of Legislative Decree no. 231/2002 as amended, without prejudice in any case to OLEOBI's right to seek compensation for greater damages and termination of the Agreement, pursuant to art. 11.
- 6.5 The originally agreed prices may be subject to change; if the ordered quantities are reduced, an earlier delivery than that previously established may be requested.
- 6.6 In the case of a change in the price, as referred to in art. 6.5 above, for which OLEOBI must provide written notification, the Customer may decide whether to confirm or to cancel the Order already sent. Under no circumstances shall such changes apply to orders already accepted by OLEOBI.

## **7. CANCELLATIONS AND REPLACEMENTS**

- 7.1 The Customer may not delete or cancel orders accepted by OLEOBI unless authorised to do so in writing.
- 7.2 OLEOBI shall have the right, by sending written notice in the manner prescribed in this Agreement, to cancel the Order Confirmation in whole or in part and/or to require the Customer's express consent for the replacement, in whole or in part, of the products covered by the Order, where required due to particular and proven needs concerning production, the market or force majeure. It should be understood, however, that to implement any cancellation or replacement, the Customer must give its written consent in writing to OLEOBI in the forms of communication provided for in this Agreement, no later than 7 (seven) days from request by the latter.
- 7.3 If no communication is received from the Customer in the time and manner indicated in art. 7.2 above, OLEOBI shall consider this silence as consent to the replacement/cancellation.

## **8. DOCUMENTS REGARDING THE PRODUCTS**

- 8.1 Any information regarding the Products (e.g. information on their use/application, technical data, drawings or illustrations from catalogues, advertising or the company's website) and relevant documentation made available in any form, is purely indicative in nature and shall only be binding if expressly stated as such by OLEOBI in the Order Confirmation.
- 8.2 OLEOBI may provide a sample/prototype for evaluation purposes at the Customer's request. The sample/prototype must neither be sold nor considered part of the Products covered by the Agreement.
- 8.3 OLEOBI reserves the right to make any changes and/or improvements to the Products described, offered for sale and advertised on its website and/or price list and/or catalogue, without any prior notice.
- 8.4 Any changes to the Products requested by the Customer must be agreed between the Parties, stated in the Order and accepted by OLEOBI in the Order Confirmation. The price and delivery dates must accordingly be agreed in writing, with appropriate adjustments.

## **9. WARRANTY**

- 9.1 OLEOBI guarantees that the Products shall be free from imperfections and/or material and manufacturing defects.
- 9.2 The warranty period is twelve months starting from the delivery of the Products or, for Products replaced under warranty, from the day of their replacement. The warranty does not apply to parts subject to normal wear and tear.
- 9.3 Unless otherwise agreed in writing by the Parties, the Customer must report to OLEOBI any imperfections and/or defects in the delivered Products in relation to the Order and Order Confirmation, within eight days of delivery for obvious defects and within eight days of discovery for hidden defects, in the forms of communication provided for in this Agreement. Once this period is expired, the Products shall be considered fully

- compliant with the Order and the Order Confirmation and no liability and/or breach of any kind may be imputed to OLEOBI.
- 9.4 The warranty is understood as limited to defects due to poor quality of the material or manufacture. It does not extend to defects due to natural wear or the Customer's inexperience or negligence, or to parts of the product subject to rapid deterioration due to the composition of the material or the nature of their use.
- 9.5 Within this period, OLEOBI, to which the Customer has reported the defect in the terms described in art. 9.3 above, undertakes, at its own discretion, within a period commensurate with the extent of the complaint, to freely repair or replace the defective products or parts.
- 9.6. Replacements or repairs are usually made Ex Factory: the costs and risks for transporting the defective products shall be borne by the Customer. However, if, in relation to the specific case, the Parties consider it more convenient to carry out the necessary replacement or repair work on the Customer's premises, the latter shall cover the travel and accommodation expenses of the technical personnel sent by OLEOBI and provide all the means and auxiliary personnel required in order to perform the work in the fastest and safest manner.
- 9.7 OLEOBI reserves the right to verify the existence of the reported defect. An examination of the defects and their causes shall be conducted on OLEOBI's premises and all the costs incurred will be charged to the Customer, including any inspection expenses that may be required. In no case may the Customer demand cancellation of the agreement.
- 9.8 The warranty is void whenever the defective Products have been used by the Customer improperly and not in conformity with OLEOBI's instructions, dismantled and/or modified and/or replaced and/or repaired by persons not authorized by OLEOBI, or show defects due to wear, negligence and/or the incompetence of the Client and/or its employees and/or third parties. The warranty is also void if the Customer fails to make the payments in the modes and terms stated in the Agreement, with OLEOBI thereby entitled not to make the replacements.
- 9.9 The warranty is not transferable and only applies with regard to the party named in the invoice.
- 9.10 This warranty does not cover products or components manufactured by third parties, for which the manufacturer's own warranty applies.
- 10. DISCLAIMER AND LIMITATION OF LIABILITY**
- 10.1 OLEOBI is solely responsible for the proper functioning of components, equipment and hydraulic and pneumatic systems supplied in relation to the specifications and performance details expressly indicated by OLEOBI.
- 10.2 OLEOBI's overall liability, whether contractual, non-contractual or attributed on any other basis, resulting from breach of the Agreement regulated by these General Conditions, connected and/or relating to the same, may not however exceed the total price actually paid by the Customer for the products that gave rise to the liability.
- 10.3 OLEOBI is not liable for any malfunction of machines or systems manufactured by the Customer or by third parties with components supplied by OLEOBI, even if the individual devices have been assembled or connected according to diagrams or drawings by OLEOBI.
- 10.4 In any event, aside from the situations regulated by Presidential Decree no. 224 of 24 May 1988, and without prejudice to the provisions of art. 1229 of the Italian Civil Code, the Customer cannot claim compensation for indirect or consequential damages, lost profits or loss of production or opportunity, and shall not be bound to pay amounts in excess of the value of Products by way of compensation.
- 11. EXPRESS TERMINATION CLAUSE**
- 11.1 The Agreement may be terminated in accordance with art. 1456 of the Italian Civil Code and with immediate effect, by means of a registered letter with acknowledgement of receipt, if either Party is declared bankrupt or subject to other insolvency proceedings, is pursuing an out-of-court settlement process with its creditors or is going into liquidation. In such cases, all Orders not yet shipped, even those already confirmed, shall be considered cancelled.
- 11.2 The Agreement may also be terminated, in accordance with art. 1456 of the Italian Civil Code, by sending a registered letter with acknowledgement of receipt, in the following cases:
- 1) failure by the Customer to comply with the payment terms specified in Article 6, regardless of the amount;
  - 2) breach of the obligations stated in Articles 15 and 17 of this Agreement;
  - 3) failure to deliver the Products for reasons attributable to the Customer, upon expiration of the period referred to in Article 5.7;
- 11.3 Following termination of the Agreement, pursuant to articles 11.1 and 11.2 above, any amount owed by the Customer to OLEOBI under this Agreement shall become payable immediately.
- 12. RIGHT OF WITHDRAWAL**
- 12.1 If the Customer reduces the guarantees it had given or fails to provide the guarantees it had promised, OLEOBI shall be entitled to terminate the Agreement.
- 13. RETENTION OF TITLE**
- 13.1 OLEOBI shall retain ownership of the delivered products until full payment has been made of the agreed price and tax duties.
- 14. FORCE MAJEURE**
- 14.1 Events of force majeure are understood as facts and occurrences of an extraordinary, unexpected and unpredictable nature, outside of OLEOBI's control and not due to behaviours or omissions that may be imputed to it, the occurrence of which prevents fulfilment of the obligations arising from the Agreement (such as, by way of example, natural disasters, laws or regulations, war, insurrection, terrorism, fire, epidemics, strikes and suspension of services).

14.2 OLEOBI shall not be held liable for any delay or non-delivery of Products if this is due to force majeure or events beyond its control, nor shall it be subject to any obligation of repair or replacement.

## 15. CONFIDENTIALITY OBLIGATION

15.1 The Customer undertakes to preserve the confidentiality of all information and documents, in whatever form or nature communicated and/or acquired from OLEOBI during the execution of the Agreement.

Confidential information includes, by way of non-limiting example:

- data, technical knowledge, processes, formulas, information and materials containing trade secrets, know-how (whether patentable or not), developments, inventions, computer programs, source code;
- codes, documentation, diagrams, 2D and 3D drawings, samples, flow-charts, technical, experimental and development work;
- experiences, technologies, designs, manual techniques, processes, methods, software;
- technical solutions resulting from planning, calculation, simulation, construction and prototype development activities;
- market and sales information, prices and costs, customer lists, names of contacts, price lists, inventory data, marketing and business plans, technical and commercial requirements of customers, employees, licensors and suppliers and related business methods, agreements with customers, employees, licensors and suppliers, manuals, reports and personnel records, data and information relating to any aspect of production, as well as drawings, preliminary analyses, sketches, samples or prototypes, etc.;

15.2 Without prejudice to all of the above, the Customer shall be free from obligation and not subject to any restrictions concerning information which can be proven to:

- have entered the public domain prior to its disclosure or as a result of it, without any fault for which the Customer can be held accountable;
- be already known by the Parties based on written documents in their possession at the time when the information was exchanged;
- be generally available and used within the industry;
- have been received in a lawful manner from a third party, without restriction or violation of this Agreement, provided the third parties had no obligation of confidentiality to the other Party with regard to the information;
- be the result of internal developments achieved in good faith by members of its own staff that have no access to this confidential information;
- be derived from observation, study, dismantling or testing of a product or an object made available to the public or lawfully in possession of the person who acquired the information.

15.3 The Customer acknowledges the confidential nature of the information it has received and in execution of the Agreement undertakes:

- to treat such information with the utmost confidentiality and adopt all precautions and safety measures to protect it and prevent any risk of unauthorized access, illicit use or misappropriation of the information;
- to use the confidential information received and/or held exclusively for the reasons envisaged in the Agreement;
- not to disclose and/or communicate such information to third parties without the prior written consent of OLEOBI;
- not to duplicate, reproduce, copy or record any of the confidential information received and/or held in any form or by any means;
- to return and/or destroy, whenever requested by OLEOBI, all documents and media of any kind (including any copies and extracts), however received and/or held, which contain or refer to confidential information belonging to OLEOBI.

15.4 The Customer states and acknowledges that authorized access to confidential information belonging to OLEOBI does not constitute transfer of its ownership or grant the Customer any rights over the shared information, but is intended solely for the performance of the Agreement.

15.5 The obligations assumed by the Customer also extend to all its employees and/or associates (regardless of the legal form of the collaboration) who need to know the confidential information for the execution of the Agreement. Therefore, the Customer declares and guarantees that such persons will respect these obligations, while retaining full responsibility for any breach by the latter.

15.6 The Customer undertakes to promptly inform OLEOBI of any unauthorized or improper disclosure of confidential information of which it becomes aware and to provide OLEOBI with all necessary assistance to put a stop to the unauthorized use and/or disclosure.

## 16. PROCESSING OF PERSONAL DATA

16.1 OLEOBI guarantees full compliance with EU Regulation 679/2016 (GDPR) and existing national legislation on the protection of personal data at all stages of the relationship with the Customer.

16.2 The processing of personal data by OLEOBI will take place in the terms and modes indicated in its Privacy Policy, pursuant to art. 13 GDPR, the full version of which is available on the website [www.oleobi.it](http://www.oleobi.it)

16.3 Both Parties undertake to indemnify the other from any claim for damages arising from unlawful processing of personal data due to failure to observe the GDPR and applicable national laws.

## 17. INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual property rights (for example, patents, trademarks, drawings and models, trade secrets, know-how, copyrights, technical and commercial information relating to Products, as well as any software that may be



- provided by OLEOBI), protected or otherwise protectable, created and/or acquired by OLEOBI before the Agreement or during the course of its execution, remain under the exclusive ownership of OLEOBI. The Customer undertakes to refrain from any conduct that may violate or undermine these rights.
- 17.2 In the case of disputes and/or claims and/or actions by third parties for infringement of intellectual property rights over the Product covered by this Agreement, OLEOBI may, at its own discretion and expense, (i) provide the Customer the right to continue using the Product; (ii) replace the Product with another product or parts of it that have a similar function and do not incur violation of third-party intellectual property rights (iii) modify the Product so as not to infringe third-party intellectual property rights (iv) withdraw the Product or parts of it and refund the purchase price, minus a reasonable amount for the use, damage or obsolescence of the Product. To the extent permitted by law, the remedies provided above are the only measures envisaged in relation to the Customer and, in any case, OLEOBI's liability shall not exceed the amount paid by the Customer for the Product involved in the dispute.
- 17.3 To the extent permitted by law, OLEOBI shall not be liable in any way to the Customer and the remedies specified above shall therefore not be applicable in the case of violations of third-party intellectual property rights resulting from (a) the modification of the Products by the Customer and/or its agents (b) the assembly of the Products with other products (c) use of the Products in processes created by the Client and/or its agents or (d) the observance by OLEOBI of instructions, drawings, plans and specifications provided by the Customer. In such cases, the Customer agrees to indemnify OLEOBI and hold it harmless from any damage, expense or liability of any kind suffered by the Customer and/or from any third-party claims related to the above cases.
- 18. COMMUNICATIONS**
- 18.1 Unless stated otherwise, any communication between the Parties relating to this Agreement must be made through the exchange of written correspondence, sent via registered letter with acknowledgement of receipt to the OLEOBI S.r.l. headquarters, or to the following certified email address:  
[amministrazione@oleobi.legalmail.it](mailto:amministrazione@oleobi.legalmail.it)
- 19. GOVERNING LAW AND PLACE OF JURISDICTION**
- 19.1 These General Conditions and the Agreement are governed by Italian law.
- 19.2 Any dispute arising between the Parties relating to the interpretation, execution, validity or termination of this Agreement shall be referred exclusively to the jurisdiction of the Italian Judicial Authorities and the exclusive jurisdiction of the Court of Bologna, with the exclusion of all other competing jurisdictions.

**20. PROHIBITION TO RE-EXPORT TO THE RUSSIAN FEDERATION OR FOR USE IN THE RUSSIAN FEDERATION ("NO RE-EXPORT TO RUSSIA CLAUSE")**

- 20.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- 20.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 20.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
- 20.4 Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the Agreement, and OLEOBI shall be entitled to seek appropriate remedies, including, but not limited to:  
(i) termination of the Agreement pursuant to art. 1456 of the Italian Civil Code and  
(ii) a penalty of 30% of the total value of the Agreement or price of the goods exported, whichever is higher, without prejudice to claim for further damage.
- 20.5 The Customer shall immediately inform OLEOBI about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Customer shall make available to OLEOBI information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

**21. FINAL PROVISIONS**

- 21.1 Failure by either party to exercise the rights conferred by this Agreement (and their own rights in general) shall not constitute a waiver of such rights nor provide grounds to prevent their future exercise.
- 21.2 The Customer is prohibited from assigning or transferring the Agreement and/or the rights or obligations arising from it to third parties, whether in whole or in part.
- 21.3 Partial or total invalidity or ineffectiveness of one or more provisions of these General Conditions will not affect the validity of the other provisions nor the remaining parts of the provision in question. The invalid or unenforceable provision shall be replaced by a valid and enforceable clause, the scope of which will be as similar as possible to that of the original provision.
- 21.4 Any amendment to this Agreement shall result from a written deed signed by both Parties.

Date and place

OLEOBI SRL

THE CUSTOMER

In accordance with and pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly declares to have carefully read each individual condition of sale and to wholly and individually accept the agreements contained in these General Conditions, specifically approving the following articles:

Art. 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 (Delivery); Art. 6.3, 6.4 (Sale price, payment and revision of the price); Art. 9.2, 9.3, 9.4, 9.5, 9.7,9.8., 9.9 (Warranty); Art. 10 (Disclaimer and Limitation of Liability); Art. 11 (Express termination clause); Art. 12 (Right of Withdrawal); Art. 14.2. (Force majeure); Art. 15 (Confidentiality obligation); Art. 16.3 (Processing of personal data); Art. 17.2 and 17.3 (Intellectual Property Rights); Art. 19.2 (Governing law and place of jurisdiction); 20.1 e 20.4 (Prohibition to re-export to the Russian Federation or for use in the Russian Federation); Art. 21.2 (General Provisions).

Date and place

OLEOBI SRL

The Customer

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