

#### ARTICLE 1. APPLICATION OF GENERAL T&Cs OF SALES

Sales by Seltek S.r.l. (hereinafter the "Vendor") are governed exclusively by these terms and conditions of sales, to the exclusion of all other documents such as brochures, catalogues or other documentation issued by the Vendor, which are only provided for the purposes of information and merely serve as guides.

#### ARTICLE 2. OFFERS –QUOTATIONS

2.1. Unless otherwise indicated, all offers are only valid for a period of 90 days. Upon the expiry of this period, you should contact us to confirm whether such offers are still available.

2.2. It is the policy of the Vendor to constantly monitor and improve its products which is why we reserve the right to modify our machines at any time without notice.

#### ARTICLE 3. ORDERS

Orders are placed in writing by the Purchaser using any medium.

The placing of an order implies acceptance of these terms and conditions. Acceptance of the order by the Vendor is effectuated by the sending of a definitive order confirmation.

#### ARTICLE 4. STUDIES AND PLANS / DRAWINGS / INSTRUCTIONS

4.1 All studies, documents, drawings, photographs, and models are the exclusive property of the Vendor. They may not be copied, reproduced, communicated, or executed without our written consent. They must be returned to us on demand, in the event that the order is not placed with us.

4.2 The Purchaser expressly accepts that, given the nature of the equipment sold by the Vendor (hereinafter the "Equipment"), the dimensional drawings provided and the indications and prices in our catalogues and brochures may be subject to change. We shall only be bound by drawings provided after placing of an order with written confirmation of quotes relating to the assembly of the Equipment.

4.3 All our Equipment is supplied with technical documentation consisting of: an overview, a manual, a chapter on maintenance, wiring diagrams and a list of the machine's wearing parts along.

#### ARTICLE 5. PRICES

5.1 Unless otherwise indicated, prices are understood to be Ex-works from the Udine, Italy (EXW), for unpackaged Equipment and without any specific form of acceptance being specified.

5.2 Prices do not include any other service. Where applicable, any such services shall be invoiced separately.

5.3 Prices are set on the basis of the economic and monetary conditions prevailing when the offer is made. Prices may be renegotiated in the event of any change in these conditions.

This clause is considered an essential part of the contract and is determinative of the Vendor's obligations.

#### ARTICLE 6. CONDITIONS OF PAYMENT

6.1 Unless payment shall be made as follows:

-An advance payment of 40% of the value of the order,

-30% midway through manufacturing in accordance with the lead times set out in the Vendor's order confirmation,

-30% upon the handover of the Equipment in accordance with the terms set out in article 8 below. Notwithstanding the above and solely in the event of the sale of a complete system, the balance shall be paid in accordance with the following procedure: 5% upon handover of the Equipment in accordance with the procedure set out in article 8 below and 5% upon start-up of the Equipment. If the Purchaser is responsible for the Equipment not being started on the date provided, the balance of 5% shall be paid within a maximum period of 10 days after the date of handover.

6.2 The other party expressly accepts that any deposits made towards the order shall be retained by the Vendor if the order is not carried out, for whatever reason whatsoever.

#### ARTICLE 7. DELIVERY LEAD TIMES

7.1 While we strive to ensure that the delivery lead times provided are as accurate as possible, they are given for information purposes only; they are contingent on our ability to source supplies and transportation. Delivery delays shall not give rise to late penalties, deductions, damages and interest, nor shall they be used as a reason to refuse or cancel the order in progress, whatever the causes or consequences of any such delays.

Compliance with delivery lead times presupposes that all information has been provided at the appropriate time and that the conditions of payment have been observed.

7.2. If delivery of the Equipment is delayed, through the fault of the Purchaser, the Vendor shall handover the Equipment upon request by the Customer ("Delayed delivery"). The Purchaser shall be responsible for any corresponding warehousing and insurance costs.

Similarly, where non-completion of the Equipment is due to the non-compliance by the Purchaser of its obligation to provide information, the warehousing and insurance costs associated with storage of the Equipment in its current condition shall be borne by the Purchaser.

#### ARTICLE 8. DELIVERY

8.1 Unless the delivery shall be made by the handover of the Equipment in our factories on the date and at the address indicated on the notice of readiness sent to the Purchaser.

8.2 The Purchaser shall be responsible for all activities relating to transport, insurance, customs and handling and for all associated risks and costs.

The Purchaser shall be responsible for imposing any reservations or taking any protective measures, if required, in relation to transport agents and contractors.

#### ARTICLE 9. TRANSFER OF RISK

9.1. Risk relating to the Products shall pass to the Purchaser at the time of handover by the Vendor as set out in article 8.1 above. Where the Purchaser requests an additional service, of whatever type, from the Vendor, performance of the said service shall not in any way modify the terms of the above-mentioned transfer of risk.

9.2. Where a transport operator is used, the Purchaser undertakes to only discharge the former from its obligations after verifying that the Equipment is complete and in perfect condition. The Purchaser shall be responsible for recording details of any damage, loss or missing items in writing on the delivery note provided by the transport operator or, at the latest, by registered letter with acknowledgement of receipt from the transport operator, with a copy sent to the Vendor, within a maximum period of THREE DAYS following delivery of the Products.

9.3. The reservation of title over the Products does not affect the transfer of risk.

#### ARTICLE 10. RESERVATION OF TITLE

The vendor shall retain title over the delivered products until all payments of principal, interest and other charges have been received under the conditions set out in articles Italian civil code.

Failure to meet any payment deadline or pay part of any price may result in the invocation of the reservation of title, without the need for any prior notice to be given.

These provisions do not pose an impediment to the transfer to the customer, upon delivery, of the risk of loss or deterioration of the products sold as well as any damages that they might cause.

#### ARTICLE 11. FORCE MAJEURE

All of our obligations shall be suspended or cancelled in all instances where the performance of any obligation shall be the result of a case of force majeure. It is expressly agreed that the following events shall carry the same consequences as a case of force majeure: strike, flood, epidemic, acts of sabotage or terrorism, disruption of supply of raw materials or sources of energy.

#### ARTICLE 12. SUPPLIES NOT INCLUDED

Unless our Equipment does not include either soundproofing or a dust-removal system.

If specifically requested by the Purchaser, a special study can be carried out for this purpose. In this case, the costs of design and construction shall be borne by the Purchaser.

#### ARTICLE 13. WARRANTY

13.1. The Vendor guarantees that the Equipment conforms to the standard legal safety regulations in compliance with the standard European (unless otherwise requested by the customer) electrical, mechanical and electric wiring safety regulations. The guarantee is limited to the Equipment itself and does not cover any machines installed upstream (loading) and downstream (unloading).

13.2. Unless otherwise provided or subject to any specific conditions, we guarantee our equipment for a period of 12 months from the date of handover of the Equipment (based on normal use of the Equipment, i.e. 8 hours/day – 5 days/week) excluding wearing parts (screen – blades, etc.) and standard parts, which are covered by the manufacturer's warranty (usually 6 months, (motors, belts, sleeves, rubber, etc.)). It is expressly agreed that where servicing is carried out within the aforementioned warranty period, i.e. 12 months and 6 months, such servicing shall not cause a new warranty period to run, with the effect that any event occurring after the expiry of the aforementioned warranty periods shall not be covered under such warranties.

13.3. For the purposes of implementing the warranty provided for in article 13.2 above, the Vendor shall supply, as soon as possible, the parts required to replace those deemed defective by virtue of a defect in materials, manufacture or assembly (and only where such assembly is carried out by us), without any obligation on our part to do anything other than supply new replacement parts without compensation for any party.

13.4. Any modification or repair carried out by the Purchaser or by a third party without our written approval, is not covered by and shall have the effect of voiding the warranty. The use of non-original spare parts shall have the effect of voiding the warranty.

13.5 As an essential condition of sale, it should be noted that the Purchaser is solely responsible, inter alia, for use of the Equipment supplied by the Vendor and the suitability of said Equipment to the purpose for which it is used. The Purchaser is solely responsible for ensuring, in particular that the Equipment purchased is compatible with the products with which it must be in direct or indirect contact, that it is used according to best practice and for the conditions under which the Equipment will be used. The Purchaser is solely responsible for observance of appropriate safety conditions.

13.6. The Purchaser expressly acknowledges that the Equipment ordered is intended for industrial use. In this regard, it is likely to generate nuisances which are inherent to its operation and without this list being seen as exhaustive, noise pollution and emissions of dust. The Purchaser shall therefore be responsible for dealing with the nuisances thus caused, by, on the one hand, ensuring that the place where the ordered machines will be installed is sound-proofed and properly ventilated and, on the other hand, by

providing employees with appropriate safety equipment. We therefore decline any responsibility and guarantee for any event associated with nuisances generated by the operation of the ordered machines.

13.7. The Vendor shall not be responsible for any unsuitability, defects or deteriorations in the Equipment, or caused by the Equipment, arising from natural wear and tear of the Equipment or from unsuitable storage conditions, or from any unusual, improper or inappropriate use of the Equipment or from usage which is not compatible with the Equipment, or from the use of unsuitable or non-standard parts, modification of the Equipment, negligence, lack of supervision or maintenance, or from incorrect assembly by the Purchaser or any third party. Any such unsuitability, defects or deteriorations aren't covered by any warranty.

13.8 Energy consumption, mechanical wear and production capacity are influenced by the quality of input materials and by the proper maintenance of the machines. Given information on energy consumption, mechanical wear and production are included within the general indications.

13.9. Under no circumstances shall the Vendor guarantee any indirect and/or consequential damages of any type that might be caused by the Products whether to the Purchaser or any third party.

#### ARTICLE 14. DISPUTES

Sales concluded by the Vendor are governed by Italian law, to the exclusion of the United Nations Convention on the International Sale of Goods.

The courts of Udine shall have exclusive jurisdiction in any disputes that may arise in relation to the sale of Equipment by the Vendor.

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