

GENERAL TERMS AND CONDITIONS

1. Applicability of the General Terms and Conditions - Applicable Discipline

- 1.1 These General Terms and Conditions apply to sales of ARAG's products by ARAG (herein the "Seller") to its customers (herein the "Buyer"). They shall not apply to deliveries from any resellers of ARAG to their customers.
- 1.2 Any derogation from these general conditions must be expressly approved and undersigned by the parties. Clauses contained in the general terms and conditions of the purchaser that are not expressly referred to and undersigned by the parties or generically referred to by pre-printed wording on the purchase proposal, if any, shall not constitute valid exceptions to this contract.
- 1.3 Sales regulated by these terms and conditions are subject to Italian law.
- 1.4 By taking delivery of the Goods, the Buyer agrees to discipline the sale with the rules set forth in these general conditions of contract and waives the application of its own general conditions of purchase. The Buyer who does not intend to accept the application of these general terms and conditions has the burden of notifying the Seller in writing of his disagreement by registered letter A.R. within eight days of delivery of the Goods.
- 1.5 Any cancellation and modification of orders may be made in respect of the following conditions:
- (a) the modification and cancellation of orders made within 8 (eight) weeks prior to the date of delivery of the Goods communicated in accordance with point 4.1, shall not entail the charging of any penalty or the application of any price increase by the Buyer;
 - (b) the modification and cancellation of orders that are made between 8 (eight) and 4 (four) weeks prior to the date of delivery of the Goods communicated in accordance with point 4.1 shall entail the application of a surcharge equal to 5% of the agreed price which, in any case, may not be less than euro 300.00 (three hundred/00);
 - (c) unless otherwise agreed upon in writing between the Seller and the Buyer, as from 4 (four) weeks prior to the delivery of the Goods, no modification or cancellation of the orders placed is allowed.

2. Characteristics of the Goods

- 2.1 Any information or data on the characteristics and/or technical specifications of products contained in brochures, price lists, catalogs or similar documents are merely indicative. These data or information are binding only if expressly agreed as such in writing by the parties.
- 2.2 Seller may make any change to the Goods, which, without altering their essential features, appears to be necessary or or appropriate for their technical-quality improvement or in order to respect current regulations.

3. Prices

- 3.1 Unless otherwise indicated, all the prices are V.A.T., taxes, excise, duties and ancillary charges excluded.
- 3.2 Unless otherwise agreed, all the prices are intended FCA Incoterms, it is agreed that any other cost or charge (special packaging, insurance, transport, etc.) shall be for the account of the Buyer.
- 3.3 Unit prices of Goods are subject to modification unless they are contained in a quotation expressly indicated as irrevocable. All offers made by the Seller are valid for thirty days from their issuance and may be rescinded upon prior notice.
- 3.4 Minimum Goods' net value for each invoice € 300,00.
- 3.5 The Buyer commits to purchase the minimum quantity ("Guaranteed Minimum Purchase Quantity" or "MOQ") and minimum packaging units ("Packs") indicated on the <https://www.aragnet.com>. The Buyer acknowledges that its commitment to the Guaranteed Minimum Purchase Quantity and minimum packaging units is a factor incident to the Seller's organization and production activities.

ARAG S.r.l. con socio unico

Società soggetta all'attività di direzione e coordinamento di Nordson Corporation

Via Palladio, 5/A - 42048 Rubiera (RE) Italy | Tel. +39 0522 622011 | E-mail: info-RUB@nordson.com | Pec: aragsrl@legalmail.it

Capitale sociale € 120.000 i.v. | C.F. - P.IVA 01801480359 - Cod. Id. IT01801480359 | Registro AEE n.IT11080000007284

Reg. Imp. RE n. 01801480359 | R.E.A. RE n. 224668 - num. mecc. Export RE027065

www.aragnet.com

4. Delivery terms

- 4.1 Unless expressly agreed as peremptory, delivery terms are approximate and do not entitle the Buyer to claim compensation or penalties for late delivery.
- 4.2 The Seller reserves the right to defer delivery of the goods up to a maximum of 90 (ninety) days, within 4 (four) weeks prior to the scheduled delivery date, upon specific written request from the Buyer.
- 4.3 Any delay caused by force majeure (as defined in art.9.1) or by acts or omissions of the Buyer (e.g., the lack of indications which are necessary for the supply of the Goods, Buyer's refusal to take delivery of the Goods, etc.), shall not be considered as a delay for which Seller is responsible.
- 4.4 Except in case of Seller's fraud or gross negligence, the performance of the written communication indicated in art.4.2 or the occurrence of one of the force majeure events described in art.4.3 or 9.1 exclude the Buyer's right to claim for any compensation for damages arising out of non-delivery or delayed delivery of the Goods.
- 4.5 It is intended that the Goods will be shipped only upon fulfillment of the payment obligations as governed by paragraph 6. In the event of late payment, in addition to the provisions of paragraph 6.4, the Seller reserves the right to intimate payment to the Buyer to be made no later than 60 (sixty) days from receipt of the reminder. If this deadline expires in vain, the Goods will not be delivered and a penalty equal to 5% of the value of the order will be applied, which the Buyer, in consideration of the nature of the order and the Goods ordered, declares to be congruous.

5. Return and shipping – Complaints

- 5.1 Except as otherwise agreed, the supply of the Goods will be FCA Incoterms at Seller's premises (or such other Seller's location as may be designated by Seller), even if it is agreed that Seller will take care, in whole or in part, of the shipment of the Goods. for Extra -UE Countries, the Goods are cleared for export according to the FCA Rubiera Incoterms condition, with relative charge on the invoice, excluding express courier shipments.
- 5.2 In any case, whatever the delivery term agreed between the parties, the risks of loss or perishment of the Goods pass to the Buyer with delivery to the first carrier.
- 5.3 Any claims relating to the condition of the packaging, quantity, number or external characteristics of the products (apparent defects), must be notified to the Seller by Registered Letter with return receipt or PEC (Certified electronic mail) under penalty of forfeiture within eight days from the date of receipt of the Goods. Any claims relating to defects that cannot be detected by diligent inspection upon receipt of the products (hidden defects) must be notified to the Seller by Registered Letter AR or PEC under penalty of forfeiture within eight days from the date of discovery of the defect. The Seller will notify the Buyer of the acceptance of the claim within five working days from the date of its receipt.
- 5.4 In the case of apparent defects (state of packaging, quantity, number or external characteristics of the products), the Seller may remedy its shortcomings, if any, within 30 (thirty) working days from the Seller's communication of receipt and acceptance of the complaint. In the event of complaints relating to any services provided by Seller, Seller shall notify within 5 (five) business days of taking charge of the complaint by communicating the deadline for resolution. Except in the case of willful misconduct or gross negligence, in the event of such timely intervention by the Seller in remedying its possible failures, the Buyer waives its right to claim for any reason whatsoever compensation for the damage suffered as a result of the non-delivery or delayed delivery of the Goods.
- 5.5 Any claims relating to hidden defects, in case of return of Goods, transportation shall always be borne by the Buyer, unless expressly agreed otherwise.
- 5.6 Any claims or disputes shall not entitle the Buyer to suspend or otherwise delay payments, which shall nevertheless be made within the time limits and in the manner set forth in Section 6 below.
- 5.7 It is understood that warranties provided to Buyer on defects, faults in the Goods sold by Seller shall terminate in force and effect 12 (twelve) months after delivery of the Goods to Buyer in accordance with FCA Incoterms standards at Seller's plant, as governed by Section 5.1.

6. Payment Conditions

- 6.1 If the parties have not expressly specified the terms and conditions, payment must be made at Goods' shipment.
- 6.2 In every case payment should be done at Seller's place of business or at the Italian bank expressly indicated.
- 6.3 Any expenses or bank commissions due with respect to the payment shall be for the Buyer's account.
- 6.4 In the event of non-compliance with the payment deadline, the Buyer accepts to pay to the Seller late payment interest corresponding to the current interest rate of the main refinancing instrument of the European Central Bank

ARAG S.r.l. con socio unico

Società soggetta all'attività di direzione e coordinamento di Nordson Corporation

Via Palladio, 5/A - 42048 Rubiera (RE) Italy | Tel. +39 0522 622011 | E-mail: info-RUB@nordson.com | Pec: aragsrl@legalmail.it

Capitale sociale € 120.000 i.v. | C.F. - P.IVA 01801480359 - Cod. Id. IT01801480359 | Registro AEE n.IT1108000007284

Reg. Imp. RE n. 01801480359 | R.E.A. RE n. 224668 - num. mecc. Export RE027065

www.aragnet.com

increased by ten percentage points, subject to compensation for further damage. In any case, the interest rate applied shall not exceed the limits imposed by Law March 07, 1996, No. 108.

7. Warranty of good functioning

- 7.1 The Seller does not guarantee the compliance of the Goods with particular specifications or technical characteristics or their suitability for particular uses except to the extent that they have been expressly agreed in writing between the parties. It is, therefore, the exclusive responsibility of the Buyer and the user of ARAG products to determine the suitability and adequacy of such products for the applications for which they are intended. The use of ARAG products with flammable, oxidizing and potentially explosive substances is strictly prohibited.
- 7.2 The Seller commits to remedy any defect, lack of quality or lack of conformance of the Goods that has occurred within twelve months from the date of their delivery to the Buyer, provided that they have been promptly notified to the Seller in the terms set forth in Article 5.3. The Seller may choose between repair and replacement of the Goods found to be defective. It is understood that any repairs not attributable to defects, lack of quality or lack of conformity of the Goods may be carried out by the Seller with application of the repair price lists in use by the Seller, attached to these general conditions.
- 7.3 Except in case of fraud or gross negligence, in case of defects, lack of quality or lack of conformity of the Goods sold, the Seller shall only be obliged to repair or replace them under the terms set forth in art.7.2. It is intended that this warranty is absorbent and in replacement of the guarantees or liabilities provided for by law and excludes any other responsibility of the Seller (whether contractual or extra-contractual) however originating from the products supplied (e.g. compensation for damage, loss of profit, recall campaigns, etc.).
- 7.4 If the Goods present the conformity defects were sold to consumers, the Buyer expressly renounces in accordance with Article 1519-quinques of the Civil Code to exercise the right of regress and revenge against the Seller.
- 7.5 The Buyer, before returning any material found to be defective, must agree on the procedures with the Seller (Sales Service or Customer Service) which, in any case, will give feedback to the Buyer within 30 (thirty) working days from receipt of the accompanying letter referred to in the following paragraph. The material returned by the Buyer, in order to take advantage of the warranty, must be accompanied by an accompanying letter stating: code of the returned item, detailed description of the defect found, chronological description of any interventions carried out to remedy the defect, indication of the system in which the good had been installed, estimate of the hours of intervened use of the good. In any case, before making a "carriage forward" shipment of any defective Goods, the Buyer must obtain the written authorization of the Seller who, otherwise, is as of now authorized to send back at the sender's expense what was received.
- 7.6 The Buyer, in the event that defects and/or hidden defects are confirmed, may return the Goods - in addition to following the provisions of Section 7.5 - under the following conditions:
- a) Goods shall be returned within 3 (three) months from the issuance of the sales invoice;
 - b) The cost of transportation of the returned Goods shall remain the responsibility of the Buyer;
 - c) Return is permitted only when the order is for Goods identified with the relevant standard codes;
 - d) Return is permitted and recognized only for orders of 300.00 (three hundred/00) or more.);
 - e) A 10% deduction will be applied to the consideration paid by the Buyer, in any case not less than euro 250.00 (two hundred and fifty/00).
- 7.7 Seller is not responsible for direct or indirect damages or injuries the sold Goods could commit to persons, things or third persons, even if such damages or injuries are due to good's faults in the material or in the assembly.
- 7.8 In any case, defects and faults resulting from incorrect use or inadequate maintenance of the Goods, resulting from modifications made to them without the prior consent of the Seller, or resulting from their normal wear and tear are excluded from warranty.

8. Reservation of property

- 8.1 The Goods covered by this supply are encumbered by the agreement of retention of title so that they remain the property of the Seller until full payment of all installments and the balance of the total price is received by the Seller.
- 8.2 The Buyer assumes responsibility for the loss of the Goods, including by accident or force majeure, from the time they are placed at his disposal.
- 8.3 Non-payment of more than an eighth part of the total price or non-compliance with the other obligations established by this contract shall ipso jure produce its dissolution and the consequent right of the Seller to demand

ARAG S.r.l. con socio unico

Società soggetta all'attività di direzione e coordinamento di Nordson Corporation

Via Palladio, 5/A - 42048 Rubiera (RE) Italy | Tel. +39 0522 622011 | E-mail: info-RUB@nordson.com | Pec: aragsrl@legalmail.it

Capitale sociale € 120.000 i.v. | C.F. - P.IVA 01801480359 - Cod. Id. IT01801480359 | Registro AEE n.IT11080000007284

Reg. Imp. RE n. 01801480359 | R.E.A. RE n. 224668 - num. mecc. Export RE027065

www.aragnet.com

immediate payment of the entire price or the immediate return of the Goods supplied. In the event the immediate return of the Goods is demanded, the amounts paid by the Buyer in payment of the price shall remain acquired by the Seller as compensation for their depreciation, all without prejudice to compensation for any further greater damages suffered by the Seller.

- 8.4 In the event that conservative and/or executive actions are taken against on the Goods received, the Buyer undertakes to make the bailiff aware of his/her status as mere custodian of the Goods and to notify the Seller within 24 hours of the event.
- 8.5 The Buyer shall custody the Goods received with the diligence of a good family man and agrees to allow them to be inspected at any time by the Seller or persons of his trust.

9. Force Majeure

- 9.1 Seller reserves the right to suspend the performance of its obligations when such performance becomes impossible or excessively burdensome because of unforeseeable events beyond its control, such as strikes, boycotts, lock-outs, fires, wars (declared or not), civil war, riots, revolutions, requisitions, embargo, energy black-outs, delays in the delivery of components or of raw materials.
- 9.2 The performance of Seller's obligations should be considered excessively burdensome in the sense of the previous art.9.1 if the added cost Seller has to stand exceeds 10% of the final cost of the Goods it has to deliver.

10. Clause of Legislative Decree No. 231 of 2001

- 10.1 The Customer undertakes to comply strictly with the laws in force and declares, in particular, that it is aware of the content of Legislative Decree No. 231 of 2001 (Discipline of the administrative liability of legal persons, companies and associations also without legal personality, pursuant to Article 11 of Law No. 300 of 29 September 2000). Accordingly, the Customer is obliged to refrain from any unlawful conduct dependent on a crime governed by the aforementioned law, regardless of whether the crime has actually been committed and investigated or not.
- 10.2 The Client also declares that he/she is aware of the Code of Ethics of the Company - published on the website of ARAG S.r.l. - and undertakes to comply with it.
- 10.3 If the Client fails to comply with this obligation, ARAG S.r.l. shall consider this as a breach of the trust on which the relationship between the parties is based and a serious breach of these conditions and may exercise the right to immediately terminate the agreement pursuant to Article 1456 of the Italian Civil Code. - as, moreover, provided for in the Company's document entitled "Sanctioning System" - as well as obtain an equitable amount to be determined as compensation for any damages suffered.

11. Compliance with the rules on the traceability of payments

- 11.1 Pursuant to Article 3. of Law No. 136/2010 on the traceability of financial flows, the Customer, in order to ensure the traceability of financial flows aimed at preventing criminal infiltration, undertakes to use one or more bank or postal current accounts, opened with banks or with the company Poste Italiane S.p.A., for all payments related to this contract, and to strictly comply with the provisions of the aforementioned article on the traceability of financial flows.
- 11.2 Any breach by the Customer of the aforesaid obligation, as well as of one or more of the obligations of traceability of financial flows set forth in Law No. 136/2010 and/or this contractual clause, shall constitute an express termination clause of this contract.
- 11.3 In the event of a breach by the Customer of the obligation to use banks or the company Poste Italiane Spa for all transactions, or in the event of a breach of one or more of the obligations of traceability of financial flows, pursuant to Art. 3. of Law no. 136/2010, ARAG S.r.l. shall immediately terminate the contractual relationship, simultaneously informing the Contracting Authority and the Prefecture-Territorial Office of the Government with territorial jurisdiction.

12. No Russia Clause – No Belarus Clause

- 12.1 Purchaser is prohibited from selling, exporting, and/or re-exporting, either directly and/or indirectly, to the Russian Federation and the Republic of Belarus, and/or for direct and/or indirect use in the Russian Federation and the Republic of Belarus, any Product being Goods supplied under and/or in connection with this Agreement, which are covered by Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EU) No 765/2006.
- 12.2 Purchaser shall undertake its best efforts to ensure that the purpose of paragraph a) above is not frustrated by any third parties further down the commercial chain, including - but not limited to - by possible resellers.

ARAG S.r.l. con socio unico

Società soggetta all'attività di direzione e coordinamento di Nordson Corporation

Via Palladio, 5/A - 42048 Rubiera (RE) Italy | Tel. +39 0522 622011 | E-mail: info-RUB@nordson.com | Pec: aragsrl@legalmail.it

Capitale sociale € 120.000 i.v. | C.F. - P.IVA 01801480359 - Cod. Id. IT01801480359 | Registro AEE n.IT1108000007284

Reg. Imp. RE n. 01801480359 | R.E.A. RE n. 224668 - num. mecc. Export RE027065

www.aragnet.com

- 12.3 Purchase shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including – but not limited to – by possible resellers, that would frustrate the purpose of paragraph 12.1.
- 12.4 Any violation of paragraphs 12.1, 12.2 and/or 12.3 above shall constitute a material breach of an essential element of this Agreement, and the undersigned Seller shall be entitled to seek appropriate remedies, including, but not limited to:
- a) termination of this Agreement without notice, without prejudice to any other remedies provided therein; and
 - b) apply a penalty of 10% (ten percent) of the total value of the Goods listed in the orders confirmation/invoices submitted in execution of the Contract to which these general conditions access, without prejudice to the right to seek compensation for further damages.
- By accepting these terms and conditions, the Purchaser expressly agrees and acknowledges that the above penalty is in accordance with the applicable law and not excessively onerous, having regard to the interest that ARAG S.r.l. has in the fulfilment of the above obligations.
- 12.5 Purchaser shall immediately inform in writing the undersigned Seller about any problems in applying paragraphs 12.1, 12.2 and/or 12.3 above, including - but not limited to - any relevant activities by third parties that could frustrate the purpose of paragraph 12.1.
- 12.6 Purchaser shall make available to the undersigned Seller information and evidence concerning compliance with the obligations under paragraphs 12.1, 12.2 and 12.3 above, within one week/two weeks of the simple request of such information.

13. Jurisdiction

- 13.1 Any dispute arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the court where the Seller has its registered office.
- 13.2 However, as an exception to the principle contained in art.12.1, Seller is in any case entitled to bring its action in front of the competent courts of the place where the Buyer has its registered offices.

ARAG S.r.l. con socio unico

Società soggetta all'attività di direzione e coordinamento di Nordson Corporation

Via Palladio, 5/A - 42048 Rubiera (RE) Italy | Tel. +39 0522 622011 | E-mail: info-RUB@nordson.com | Pec: aragsrl@legalmail.it

Capitale sociale € 120.000 i.v. | C.F. - P.IVA 01801480359 - Cod. Id. IT01801480359 | Registro AEE n.IT11080000007284

Reg. Imp. RE n. 01801480359 | R.E.A. RE n. 224668 - num. mecc. Export RE027065

www.aragnet.com