

Preamble

These Terms and Conditions of Sale exclusively govern Business to Business (B2B) sales contracts for products and services entered into between **FLODRAULIC MOTION SYSTEMS S.r.l.** and its Customers, including through the Website, in the manner and under the terms set out below.

These Terms and Conditions of Sale are divided into **Sections 1 and 2**, respectively dedicated to offline or traditional sales between FLODRAULIC MOTION SYSTEMS S.r.l. and Customers and to online sales through the Website, and **Section 3**, containing common provisions applicable to both types of sale.

The updated Terms and Conditions of Sale are published on the Website www.flodraulicmotionsystems.com and may be viewed and downloaded by the Customer.

Definitions

“FLODRAULIC MOTION SYSTEMS”: FLODRAULIC MOTION SYSTEMS S.r.l., Single Shareholder Company, with registered office in Borgonuovo di Sasso Marconi (BO), Via Cartiera no. 154, Tax Code 01698441209 and VAT No. 01698441209; PEC: flodraulic.ms@legalmail.it (hereinafter: “FLODRAULIC MOTION SYSTEMS”);

“Customer”: a legal entity that, for its business or professional purposes, purchases the Products/Services from FLODRAULIC MOTION SYSTEMS;

“Parties”: FLODRAULIC MOTION SYSTEMS and the Customer, when jointly referred to;

“Offer”: the commercial offer for the Products issued by FLODRAULIC MOTION SYSTEMS and addressed to the Customer;

“Order”: the purchase order for the Products issued by the Customer and addressed to FLODRAULIC MOTION SYSTEMS; in the case of online sales, by using the order procedure indicated on the Website;

“Order Confirmation”: written confirmation of the Order issued by FLODRAULIC MOTION SYSTEMS and addressed to the Customer; in the case of online sales, the e-mail sent by FLODRAULIC MOTION SYSTEMS to the e-mail account provided by the Customer, containing confirmation of receipt of the Order;

“Contract”: depending on whether the sale is offline or, alternatively, online, respectively (i) the agreement between FLODRAULIC MOTION SYSTEMS and the Customer consisting jointly of the Offer, the Order, the Order Confirmation and these General Terms and Conditions of Sale and/or (ii) the agreement between FLODRAULIC MOTION SYSTEMS and the Customer consisting of these General Terms and Conditions of Sale, the Order including the specific sales conditions selected by the Customer in the online Shop, and the Order Confirmation;

“Products”: the products advertised and marketed by FLODRAULIC MOTION SYSTEMS directly and/or through the Website;

“Services”: any ancillary service offered by FLODRAULIC MOTION SYSTEMS to the Customer in connection with the sale of the Products;

“Website”: the website www.flodraulicmotionsystems.com, exclusively owned by FLODRAULIC MOTION SYSTEMS;

“Online Shop”: the FLODRAULIC MOTION SYSTEMS e-commerce website accessible at www.shop.flodraulicmotionsystems.com, through which the Customer may make purchases.

Section 1 – General Terms and Conditions of Offline or Traditional Sale

1. Scope of Application

1.1 Section 1 of these Terms and Conditions of Sale is dedicated to the general terms and conditions of offline or traditional sale (hereinafter: the “Conditions”), which exclusively govern all B2B sales contracts for Products and Services entered into between FLODRAULIC MOTION SYSTEMS and Customers, unless otherwise agreed in writing by the Parties.

1.2 Any variation or amendment to these Conditions shall not be effective between the Parties unless previously approved in writing by FLODRAULIC MOTION SYSTEMS.

1.3 FLODRAULIC MOTION SYSTEMS reserves the right to amend these Conditions at any time and without prior notice.

1.4 In the event of any discrepancy between these Conditions and any specific conditions expressly agreed in writing between FLODRAULIC MOTION SYSTEMS and the Customer, the latter shall prevail.

1.5 The Customer acknowledges and accepts that any contractual terms and/or general conditions prepared by the Customer shall not apply to the contractual and commercial relationship with FLODRAULIC MOTION SYSTEMS, even if referenced and/or cited in any document or communication exchanged between the Parties.

2. Conclusion of the Contract

2.1 The Offer is a proposal for the purchase of Products/Services sent by FLODRAULIC MOTION SYSTEMS to the Customer.

2.2 Any offers sent by FLODRAULIC MOTION SYSTEMS to the Customer shall not constitute any commitment, liability or obligation on the part of

FLODRAULIC MOTION SYSTEMS and shall be deemed valid only for the date indicated therein and exclusively for the supply of the Products quoted.

2.3 The Offer shall lapse if it is not returned by the Customer to FLODRAULIC MOTION SYSTEMS, within the time limits indicated therein and signed in all its parts.

2.4 These general Conditions apply to the Offer and shall be deemed accepted upon acceptance of the Offer.

2.5 The Order constitutes acceptance of the proposal for the purchase of the Products/Services and must be sent in writing by the Customer to FLODRAULIC MOTION SYSTEMS, dated and duly signed by an authorized person, and printed on the Customer’s letterhead.

2.6 These General Conditions form an integral and substantial part of the Contract concluded with the Customer.

2.7 When completing the Order, the Customer shall indicate the name of the person authorized to collect the goods at FLODRAULIC MOTION SYSTEMS’ premises, as well as banking details and VAT number for the issuance of the relevant accounting documents relating to delivery and payment.

2.8 By issuing the Order, the Customer irrevocably undertakes to purchase, unless FLODRAULIC MOTION SYSTEMS rejects the Order because it is not compliant, in content and/or form, with these General Conditions.

2.9 The Contract between FLODRAULIC MOTION SYSTEMS and the Customer is concluded upon receipt of the Order sent by the Customer to FLODRAULIC MOTION SYSTEMS, provided it complies with the content of the Offer and these General Conditions.

2.10 The Order Confirmation sent by FLODRAULIC MOTION SYSTEMS to the Customer confirms the indicated conditions.

3. Documentation Relating to the Products

3.1 Any information relating to the Products (e.g., use/application information, technical data, drawings, illustrations contained in catalogs, advertisements or the company website) and the related documentation, in whatever form made available, shall not be binding on FLODRAULIC MOTION SYSTEMS unless expressly mentioned as such in the Offer and the Order Confirmation.

3.2 The Customer expressly undertakes not to use, for purposes other than those provided for in the supply Contract, the information and documentation relating to the Products, which remain the property of FLODRAULIC MOTION SYSTEMS, and the Customer may not deliver them to third parties nor reproduce them without prior written authorization from FLODRAULIC MOTION SYSTEMS.

3.3 FLODRAULIC MOTION SYSTEMS may modify the Products at any time as deemed necessary and appropriate, informing the Customer of such modifications.

4. Prices and Payment Terms

4.1 Purchase prices are those stated in the Offer and in the Order Confirmation issued by FLODRAULIC MOTION SYSTEMS.

4.2 Unless otherwise agreed in writing by the Parties, all prices are Ex Works (EXW – Incoterms 2020) FLODRAULIC MOTION SYSTEMS' warehouse.

4.3 Unless otherwise agreed in writing by the Parties, payments shall be made by the Customer within the time limits and according to the

methods provided for in the Offer and in the Order Confirmation issued by FLODRAULIC MOTION SYSTEMS.

4.4 In the event of delay, the Customer shall be required to pay late payment interest, accruing automatically and without the need for a formal notice of default, at the rate provided for by Italian Legislative Decree no. 231/2002, as amended, in addition to any bank charges incurred, without prejudice to FLODRAULIC MOTION SYSTEMS' right to claim compensation for any further damage suffered and to terminate the contract pursuant to Article 7.1 below.

4.5 Any disputes between the Parties shall not release the Customer from the obligation to comply with the payment terms and deadlines indicated in the Offer, in the Order and in the Order Confirmation.

4.6 FLODRAULIC MOTION SYSTEMS shall not accept orders with a value lower than **EUR 155.00 net**.

4.7 FLODRAULIC MOTION SYSTEMS reserves the right, by giving notice to the Customer one month prior to delivery, to change Product prices in consideration of any increases in costs due to factors beyond FLODRAULIC MOTION SYSTEMS' control, including, by way of example and without limitation: foreign exchange fluctuations, currency regulations, changes in customs duties, significant increases in the cost of materials, raw materials or labour, or any changes in suppliers' delivery terms.

5. Delivery Terms

5.1 Unless otherwise agreed in writing by the Parties, delivery times shall run from the date of issuance of the Order Confirmation. If the Customer is required to pay part of the price as an advance payment, delivery times shall run from the date such payment is made.

5.2 Delivery times shall be automatically extended in the following cases:

- a) where the Customer fails to timely provide the data or materials necessary for the supply, requests variations during performance, or delays in replying to requests for approval of drawings or executive layouts;
- b) where causes beyond FLODRAULIC MOTION SYSTEMS' control, including delays by subcontractors, prevent or make delivery excessively burdensome within the agreed time limits;
- c) where force majeure events occur, such as, by way of example: strikes, currency crises, earthquakes, fires, floods, war, embargoes, military mobilization, uprisings, breakdown of essential machinery or equipment and, in general, events beyond FLODRAULIC MOTION SYSTEMS' reasonable control.

FLODRAULIC MOTION SYSTEMS shall in no case be deemed liable for failure to deliver or delayed delivery due to force majeure that prevents or makes delivery excessively burdensome within the agreed time limits. The Customer may not file complaints or claim damages.

5.3 If the Customer is not up to date with payments relating to other supplies, the running of delivery times shall be suspended and FLODRAULIC MOTION SYSTEMS may delay deliveries until the Customer has paid the amounts due; as an extreme measure, FLODRAULIC MOTION SYSTEMS may cancel the Contract.

5.4 If the Customer, when the goods are ready, fails to accept the agreed delivery, it shall in any case make payment as if the Products had been delivered.

5.5 If the Customer fails to take delivery of the Products due to reasons attributable to the Customer or, in any event, due to causes

independent of FLODRAULIC MOTION SYSTEMS' will, the Customer shall bear the risks and costs for their storage.

5.6 In the event of termination of the relationship, the Customer undertakes to unconditionally collect goods under processing or in stock, in the quantities previously agreed with FLODRAULIC MOTION SYSTEMS, within 90 days following termination of the relationship or modification of technical parameters or withdrawal from the contract. After such term, FLODRAULIC MOTION SYSTEMS shall be entitled to ship the goods until stocks are exhausted and to demand payment for the Products delivered.

6. Shipment, Packaging and Transfer of Risk

6.1 Unless otherwise agreed in writing by the Parties, supply of the Products is Ex Works (EXW – Incoterms 2020) FLODRAULIC MOTION SYSTEMS' warehouse, even when it is agreed that shipment is handled wholly or partly by FLODRAULIC MOTION SYSTEMS.

6.2 Shipments made "freight collect" shall always be at the Customer's risk; in such case, any claims for tampering or shortages must always be submitted by the Customer directly to the carrier or freight forwarder.

6.3 In the absence of instructions from the Customer, FLODRAULIC MOTION SYSTEMS disclaims any and all liability for the choice of means of transport and for the rates applied by carriers and freight forwarders.

6.4 If it is agreed that transport costs are borne, even only in part, by FLODRAULIC MOTION SYSTEMS, the choice of transport means shall be exclusively at FLODRAULIC MOTION SYSTEMS' discretion; if the Customer requests a different means, the additional costs shall be borne by the Customer.

6.5 Any transport insurance shall be arranged only upon the Customer's request, in the Customer's name and at the Customer's expense.

6.6 FLODRAULIC MOTION SYSTEMS shall package the Products according to its usual commercial practice. Any special packaging or delivery instructions requested by the Customer must be agreed between the Parties and the related costs shall be invoiced separately.

6.7 Unless otherwise agreed in writing by the Parties and stated in the Offer or Order Confirmation, risk and liability for damage to or loss of the Products shall transfer to the Customer (EXW – Incoterms 2020) upon delivery of the Products at FLODRAULIC MOTION SYSTEMS' warehouse.

7. Express Termination Clause

7.1 The Contract may be terminated, pursuant to Article 1456 of the Italian Civil Code, with immediate effect, by notice sent by registered letter with return receipt or PEC by FLODRAULIC MOTION SYSTEMS if the Customer:

1. omits or delays due payments;
2. delays or fails to take delivery of the Products within the terms set forth in Article 5;
3. fails to comply with the obligations under Articles 3.2 and 22;
4. is put into liquidation or becomes subject to insolvency proceedings.

7.2 Following termination pursuant to Article 7.1 above, any amount owed by the Customer to FLODRAULIC MOTION SYSTEMS under the Contract shall become immediately due and payable.

8. Withdrawal

8.1 If the Customer reduces the guarantee offered upon execution of the Contract or fails to provide the promised guarantees, FLODRAULIC MOTION SYSTEMS shall be entitled to withdraw from the Contract without prior notice.

Section 2 – General Terms and Conditions of Online Sale

9. Scope of Application

9.1 This Section 2 governs exclusively all B2B distance sales contracts carried out via electronic network through the Online Shop and relating to the Products described therein, offered for sale, advertised and marketed.

9.2 Online sale of Products is governed not only by these general conditions but also by the specific sales conditions indicated in the Online Shop and selected from time to time by the Customer (which, by way of example and without limitation, may concern price, payment methods, transport, product type, etc.), which shall in any case be stated and confirmed by FLODRAULIC MOTION SYSTEMS in the Order Confirmation.

9.3 FLODRAULIC MOTION SYSTEMS may update, supplement or amend these online sales conditions, with effect for sales concluded after publication on the Website/Online Shop of the new version, which publication shall constitute notice of such changes.

9.4 The Customer is informed that these Terms and Conditions are published on the Website/Online Shop and consents to FLODRAULIC MOTION SYSTEMS sending, by summary e-mail, the link to view them.

10. Online Registration Procedure for E-commerce Sales

Flodraulic Motion Systems S.r.l

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flodrauliceurope.com

Iscritta al Registro delle imprese di Bologna • C.F e P.IVA 01698441209 • R.E.A. BO 364057 • Cap. Soc. i.v. € 100.000,00

10.1 These general terms and conditions of sale must be reviewed by the Customer before each purchase and are deemed fully known and unconditionally accepted by ticking the relevant box stating “I declare that I have read, understood and accepted the general conditions of online sale” and by ticking the box for specific approval of unfair terms pursuant to Articles 1341 and 1342 of the Italian Civil Code, within the purchase area of the Online Shop, following Customer registration in the Online Shop and creation of personal credentials (username and password), which will be communicated by e-mail and must be entered in the relevant fields prior to each purchase.

10.2 The Customer acknowledges that FLODRAULIC MOTION SYSTEMS will not accept orders submitted (i) by persons not registered according to the procedure above; (ii) by persons who are not B2B Customers as defined above; (iii) via ordinary e-mail by Customers without prior registration in the Online Shop.

10.3 The Customer undertakes not to transfer such credentials to third parties and to keep them with the utmost care and diligence, remaining solely responsible for their custody and use.

10.4 The Customer therefore accepts as its own, from now on, all orders sent to FLODRAULIC MOTION SYSTEMS using the Customer's identification code and password, as well as the invoice issued based on the data entered by the Customer.

10.5 In case of loss of credentials, the Customer may retrieve them independently by clicking “recover password”.

10.6 The Customer remains solely responsible for the correctness and completeness of its identification data and any data entered in the

registration and purchase areas, and FLODRAULIC MOTION SYSTEMS shall bear no liability whatsoever. In particular, the Customer agrees to receive communications relating to purchases at the e-mail address provided during registration.

10.7 FLODRAULIC MOTION SYSTEMS may request a Chamber of Commerce extract or equivalent document in order to determine the Customer's exact identity.

10.8 FLODRAULIC MOTION SYSTEMS disclaims any liability for information, documents and materials possibly uploaded by third parties onto the Website and/or Online Shop, even where such content is made available to the Customer as part of an advertising service offered by FLODRAULIC MOTION SYSTEMS.

11. Conclusion of the Online Sales Contract

11.1 To purchase Products through the Online Shop, the Customer must log in using its personal credentials and must carefully follow the instructions and procedures described in the Online Shop and in these terms and conditions.

11.2 During the purchase procedure, the Customer shall be required to review the following information and conditions published in the Online Shop:

1. Product features, described in the individual product sheets;
2. Product prices, including tax breakdown, any shipping costs and any other cost;
3. payment methods and deadlines;
4. availability, delivery methods and delivery times;
5. any other information published in the Online Shop.

11.3 FLODRAULIC MOTION SYSTEMS shall describe and present the Products in the Online Shop as completely and transparently as possible. The Customer acknowledges and accepts that there may be omissions, inaccuracies or minor differences between photographs and descriptions and the Products delivered. In particular, photographs and/or videos published on the Website and/or Online Shop are indicative. FLODRAULIC MOTION SYSTEMS may remove and/or replace Products at any time without notice and may make non-substantial technical or aesthetic improvements that do not worsen Product quality. The Customer may access the Online Shop solely for consultation and purchase; any other use is prohibited, as the Online Shop and its content are protected by industrial and/or intellectual property rights as further specified in Article 22.

11.4 The Customer may correct the Order before its conclusion using the technical means provided by the Online Shop, or may abandon the Online Shop without placing any Order. Orders may be placed in Italian and in English. The sales contract shall be deemed concluded when the Customer clicks on "I confirm my order" (which constitutes acceptance of the public offer made by FLODRAULIC MOTION SYSTEMS in the Online Shop), at the end of the purchase procedure.

11.5 Upon receipt of the Order, the Customer will receive a summary e-mail from FLODRAULIC MOTION SYSTEMS containing: order number, date and time, type, quantity and price of the Products purchased, taxes, any shipping costs and any other costs, delivery terms and address, billing address, and the link to these terms and to the privacy notice pursuant to Article 13 GDPR published on the Website. The Customer undertakes to verify the correctness of the data and notify any corrections within one hour. Without prejudice to Articles 12.7 and 13,

FLODRAULIC MOTION SYSTEMS reserves the right, even after receiving the Order and/or payment, to carry out administrative, accounting and anti-fraud checks. If such checks reveal, by way of example and without limitation: (i) delayed payments and/or outstanding amounts relating to previous orders; (ii) exceeding any agreed credit limit; (iii) inconsistencies in Customer data; (iv) negative, non-final or unconfirmed outcome of electronic payment (including credit card, PayPal or similar), FLODRAULIC MOTION SYSTEMS may:

- (a) suspend processing and/or shipment;
- (b) request settlement of outstanding amounts and/or a different payment method and/or suitable guarantees and/or additional documentation; and/or
- (c) cancel the Order and withdraw from the Contract without any right for the Customer to compensation or damages.

In case of suspension under (a), FLODRAULIC MOTION SYSTEMS shall notify the Customer. The suspension shall remain in force until settlement and/or successful completion of checks; if 5 (five) business days elapse without compliance, FLODRAULIC MOTION SYSTEMS may cancel the Order and withdraw from the Contract.

In case of cancellation/withdrawal, if payment has already been made by credit card, PayPal or other immediate payment instruments, FLODRAULIC MOTION SYSTEMS shall, where technically possible, void the pre-authorization or, alternatively, refund the amount using the same payment method. The Customer acknowledges that refund times depend on payment circuits and/or issuing institutions and are not attributable to FLODRAULIC MOTION SYSTEMS.

11.6 The Order shall be stored in FLODRAULIC MOTION SYSTEMS' database under "my orders", where the Customer may access its order history.

11.7 The Customer acknowledges and accepts that Product availability shown in the Online Shop refers to actual availability at the time of purchase and is indicative, as multiple Customers may purchase simultaneously. In such case, the Products shall be purchased by the Customer whose order is processed first. FLODRAULIC MOTION SYSTEMS shall notify by e-mail the Customer whose order was registered second as soon as it becomes aware of the total or partial unavailability of the Products, and such Customer may withdraw from the sales contract within 14 (fourteen) days from receipt of the e-mail by written notice via registered letter with return receipt or PEC or fax, with the obligation to return, at its own expense, any Products already received, and FLODRAULIC MOTION SYSTEMS shall refund any amounts received, with no damages or indemnities payable.

12. Delivery

12.1 Delivery of the Products shall take place according to the methods and conditions set out in this Article.

12.2 In Italy, shipment may be made by courier or EXW (Incoterms 2020): in the first case shipping costs are calculated automatically in the cart; in the second case costs are zeroed and the Customer may collect the goods on the date communicated by e-mail or telephone by Customer Service at FLODRAULIC MOTION SYSTEMS' premises/warehouse.

12.3 Deliveries within Europe shall be EXW (Incoterms 2020) and the Customer shall bear transport costs, insurance and any further requirements necessary to transport the Products to the destination.

12.4 Risk of loss or damage transfers from FLODRAULIC MOTION SYSTEMS to the Customer

upon delivery to the Customer or to a courier/carrier of the Products.

12.5 FLODRAULIC MOTION SYSTEMS shall use reasonable efforts to deliver within the delivery times stated and published in the Online Shop, which are indicative, non-binding and calculated in business days. FLODRAULIC MOTION SYSTEMS shall therefore not be liable for damages arising from delays.

12.6 FLODRAULIC MOTION SYSTEMS shall notify the Customer that the Product has been shipped. If the Products are not delivered within 14 (fourteen) days from the date on which FLODRAULIC MOTION SYSTEMS sends the order confirmation e-mail, the Customer may withdraw from the sales contract by written notice via registered letter with return receipt or PEC or fax to FLODRAULIC MOTION SYSTEMS, which shall be required to refund only the product cost, with no damages or indemnities.

12.7 The Customer acknowledges and accepts that FLODRAULIC MOTION SYSTEMS shall deliver the Products only after actual collection of the price and the Customer's administrative and accounting regularity vis-à-vis FLODRAULIC MOTION SYSTEMS. In particular, for payments by credit card, PayPal or other electronic instruments, actual collection (and therefore shipment) is subject to confirmation by the payment provider of the positive and final outcome of the transaction and, where applicable, of capture/charge ("capture"). Any pre-authorization ("pre-authorization" or "authorization") does not constitute payment and does not entitle shipment.

12.8 FLODRAULIC MOTION SYSTEMS shall in no case be deemed liable for failure or delay in delivery due to force majeure, fortuitous events and justified reasons, such as, by way of example: strikes, riots, labour unrest, shortage of raw

materials, lack of electricity, fires, machine stoppages and any other cause independent of FLODRAULIC MOTION SYSTEMS' will and diligence (including supplier delays) that prevents or makes delivery excessively burdensome within the agreed terms.

13. Payment Methods for Online Purchases

13.1 The Customer shall pay FLODRAULIC MOTION SYSTEMS, as purchase price for the Products, the amount indicated in the Order and stated in the Order Confirmation (VAT included). Payments shall be made using the methods indicated in the Online Shop, namely: credit cards, bank transfer, MyBank instant transfer and PayPal. Delivery is subject to actual collection of the price, pursuant to this Article 13 and Article 12.7 above.

13.2 Payment shall be made at the time of purchase. By selecting credit card (or other electronic instrument), the Customer authorizes FLODRAULIC MOTION SYSTEMS and/or the appointed payment provider to perform the operations necessary to execute the transaction. FLODRAULIC MOTION SYSTEMS reserves the right to request a copy of the identity document of the credit card holder. The Customer acknowledges that, depending on the payment provider's settings, the transaction may include a pre-authorization phase, followed by capture/charge ("capture") and subsequent crediting of the amount to FLODRAULIC MOTION SYSTEMS.

13.3 For processing and shipment purposes, payment by credit card/electronic instruments shall be deemed executed only when FLODRAULIC MOTION SYSTEMS receives confirmation from the payment provider of the positive and final outcome of the transaction and, where applicable, of capture/charge. Failing this (negative, non-final or unconfirmed outcome, expiry or missing capture), FLODRAULIC MOTION

SYSTEMS shall not ship and may suspend the Order and request a different payment method; if 5 (five) business days elapse without valid payment, FLODRAULIC MOTION SYSTEMS may cancel the Order and withdraw from the Contract without any right to indemnities or damages.

13.4 In case of payment by bank transfer, after clicking "I confirm my order", the Customer will receive an e-mail containing bank details. The transfer must be instructed immediately so that the amount is credited within 5 days from conclusion of the sales contract. Products shall not be reserved until the transfer is credited.

13.5 Failure to pay within 5 (five) days from the deadline in Article 13.4 entitles FLODRAULIC MOTION SYSTEMS to terminate the sales contract by written notice via registered letter with return receipt or PEC or fax, without the need for a formal notice of default.

13.6 FLODRAULIC MOTION SYSTEMS shall issue the invoice and send it in electronic format in accordance with applicable regulations. No changes to fiscal documents may be made after issuance.

13.7 Regardless of the chosen payment method, if at the date of the Order (or later, following checks) the Customer is not up to date with payments (e.g., outstanding amounts and/or delays relating to previous supplies), FLODRAULIC MOTION SYSTEMS may suspend processing and/or shipment and request settlement and/or suitable guarantees. If no settlement occurs within 5 (five) business days from notice, FLODRAULIC MOTION SYSTEMS may cancel the Order and withdraw from the Contract without any right to indemnities or damages.

13.8 In case of suspension or cancellation pursuant to Article 11.5 and/or 13.7, where payment was made by credit card, PayPal or

other immediate instrument, FLODRAULIC MOTION SYSTEMS shall (i) void the pre-authorization and/or transaction where technically possible, or (ii) refund the amount using the same payment method. Any re-crediting times and/or costs applied by the card issuer, Customer's bank or payment provider are not attributable to FLODRAULIC MOTION SYSTEMS.

13.9 Suspension, cancellation and/or withdrawal under Articles 11.5 and 13.7 constitute contractual remedies to protect contractual balance and shall not give rise to FLODRAULIC MOTION SYSTEMS' liability for direct or indirect damages, without prejudice to refund of any amounts actually received pursuant to Article 13.8.

14. Prices

14.1 All sales prices of the Products indicated in the Online Shop are expressed in Euro, net of VAT and other ancillary costs.

14.2 Costs relating to the payment method selected at the time of the Order shall be entirely borne by the Customer.

14.3 The Customer acknowledges that FLODRAULIC MOTION SYSTEMS may freely update Product prices at any time and therefore prices may change; however, FLODRAULIC MOTION SYSTEMS may not change the prices indicated in the Online Shop at the time of purchase and indicated in the purchase summary e-mail.

14.4 In case of an IT, manual, technical or other error that may result in a substantial change, not foreseen by FLODRAULIC MOTION SYSTEMS, in the price or quantity of the Products, FLODRAULIC MOTION SYSTEMS shall notify the Customer in writing as soon as the error is discovered. Each Party may withdraw from the

sales contract within 14 (fourteen) days from receipt of such notice, with the Customer obliged to return, at its own expense, Products already received and FLODRAULIC MOTION SYSTEMS obliged to refund any amounts received, with no damages or indemnities.

15. Right of Withdrawal

15.1 The Customer has the right to withdraw from the Contract without penalty and without stating reasons within 14 (fourteen) days from the date of receipt of the Products. The Customer wishing to exercise the right of withdrawal must send to FLODRAULIC MOTION SYSTEMS, by registered letter with return receipt or PEC or fax, an explicit notice containing the decision to withdraw from the Contract.

15.2 In case of withdrawal, the Customer must return the Products within 14 (fourteen) days from the date of sending the withdrawal notice, shipping the Products to FLODRAULIC MOTION SYSTEMS at the registered office stated above. All risks, charges and costs of returning the Products are borne by the Customer.

15.3 Products must be returned intact, in the original packaging, complete in all parts (including packaging and any documentation and accessories: manuals, cables, etc.) and together with the relevant fiscal documentation. The Customer may notify the return by e-mail. Subject to compliance with the above, FLODRAULIC MOTION SYSTEMS shall refund the amount received within 14 (fourteen) days from receipt of the returned Products, excluding any documented shipping costs for the first return. FLODRAULIC MOTION SYSTEMS may suspend the refund until verification of the returned Products' condition.

15.4 FLODRAULIC MOTION SYSTEMS shall issue the refund using the same payment method

chosen by the Customer. If payment was made by bank transfer, the Customer exercising withdrawal must provide FLODRAULIC MOTION SYSTEMS, by e-mail, with the bank details (IBAN, SWIFT and BIC) necessary to perform the refund.

SECTION 3 – Common Provisions Applicable to Offline/Traditional Sale and Online Sale

16. Warranty

16.1 FLODRAULIC MOTION SYSTEMS warrants that the Products conform to the technical characteristics stated in the Offer, the Order Confirmation and/or on the Website, as well as their safety according to standards in force at the time they are placed on the market; the applicable warranty depends on the Product type.

16.2 The Website describes Product features and classifies them by categories as (i) Products purchased from third parties and marketed by FLODRAULIC MOTION SYSTEMS, for which the manufacturer's warranty applies, and (ii) Products for which warranty is expressly not applicable.

16.3 The Customer must inspect the goods immediately upon receipt and must notify FLODRAULIC MOTION SYSTEMS of any defects and/or faults of delivered Products compared to the Offer, Order and Order Confirmation, within eight days from delivery for apparent defects and within eight days from discovery for hidden defects, using the notice methods provided in this Contract. After such term, Products shall be deemed fully compliant and no liability and/or breach may be attributed to FLODRAULIC MOTION SYSTEMS.

16.4 Where the warranty requires returning the Product, the Customer must return it with intact packaging, complete in all parts (including documentation inside the package and any

accessories) within 8 days from notice of the defect.

16.5 The warranty for defects of any nature and extent lasts one year from delivery and is limited to defects due to poor quality of materials or manufacture. It does not cover defects due to normal wear and tear, Customer's inexperience or negligence, or Product parts subject to rapid deterioration due to material composition or use.

16.6 To exercise warranty rights, under penalty of forfeiture, the Customer must strictly follow the instructions available at:

<https://flodraulicmotionsystems.com/it/download/>

16.7 Upon justified and timely complaints, FLODRAULIC MOTION SYSTEMS shall perform warranty service within a reasonable time. FLODRAULIC MOTION SYSTEMS may, at its discretion, replace or repair Products it acknowledges to be defective, at no cost to the Customer, except for transport costs borne by the Customer.

16.8 If FLODRAULIC MOTION SYSTEMS deems the warranty not applicable, it may provide a repair quotation; the Customer may accept it, request return of the unrepaired Product at its own expense, or request scrapping at its own expense.

16.9 Warranty repairs do not extend or renew the warranty period.

16.10 Warranty shall lapse whenever defective Products have been improperly used or used contrary to FLODRAULIC MOTION SYSTEMS' instructions, have been disassembled and/or modified and/or replaced and/or repaired and/or altered by unauthorized persons, show defects due to wear, negligence and/or inexperience of the Customer and/or its appointees and/or third parties, are returned without identification label, have been subjected to impacts, or electrical

parts have been exposed to voltage fluctuations or connected incorrectly.

16.11 A complaint shall never entitle the Customer to cancel or reduce ordered Products, nor to claim any indemnity or compensation.

16.12 The Customer undertakes not to use the Products for a purpose other than that for which they are intended and not to modify their construction or operation. Any violation shall result in loss of warranty rights.

16.13 The warranty is non-transferable and applies only to the invoice holder.

17. Limitation of Liability

17.1 FLODRAULIC MOTION SYSTEMS is exclusively responsible for the proper functioning of the supplied Products in relation to the characteristics and performance expressly indicated in the Offer, the Order Confirmation and/or the Website.

17.2 FLODRAULIC MOTION SYSTEMS' aggregate liability, for any reason whatsoever, arising from breach of the Contract governed by these Terms and Conditions of Sale and connected thereto, shall not exceed the total price actually paid by the Customer for the Products giving rise to such liability.

17.3 FLODRAULIC MOTION SYSTEMS shall not be liable for defective operation of machines or systems manufactured by the Customer or third parties using the Products supplied, even if individual Products were connected according to layouts or drawings suggested by FLODRAULIC MOTION SYSTEMS.

17.4 FLODRAULIC MOTION SYSTEMS shall not be liable for any suspension or interruption of the Website's operation, nor for inaccuracies due to a specific configuration or malfunction of the Customer's computer.

17.5 Without prejudice to Article 1229 of the Italian Civil Code, the Customer may not claim compensation for indirect or consequential damages, lost profits, loss of production or opportunities, nor shall any compensation exceed the value of the Products.

17.6 FLODRAULIC MOTION SYSTEMS shall not be liable for any damage caused to any property (movable or immovable) by the Product after delivery and while it is in the Customer's possession, nor for damage to products manufactured by the Customer or products of which the Customer's products form part.

17.7 The Customer undertakes to indemnify and hold FLODRAULIC MOTION SYSTEMS harmless from disputes and/or legal actions brought against FLODRAULIC MOTION SYSTEMS by the end user and/or third parties concerning alleged damages caused by the Product.

17.8 The Customer shall further indemnify and hold FLODRAULIC MOTION SYSTEMS harmless from any claim arising from damage caused by use or operation of the Products due to improper installation, repair, maintenance or operation by the Customer, inadequate training of the Customer's personnel, or failure to comply with applicable laws or regulations.

18. Retention of Title

18.1 The Products subject to the Contract shall remain the property of FLODRAULIC MOTION SYSTEMS until full payment of the price by the Customer.

18.2 The Customer is responsible for safeguarding the Products from the time they are made available and must store them with due care, allowing inspection at any time by FLODRAULIC MOTION SYSTEMS' personnel or appointees, until full payment.

18.3 The Customer may not sell, donate, exchange, pledge, seize or otherwise dispose of or encumber the Products until full payment.

18.4 If protective and/or enforcement actions are taken against the Customer in relation to purchased Products, the Customer undertakes to inform the bailiff of its capacity as mere custodian and to notify FLODRAULIC MOTION SYSTEMS within 24 hours by registered letter with return receipt or PEC or fax.

19. Exclusions

19.1 Unless otherwise agreed in writing by the Parties, the Contract does not include system design, installation of supplied equipment, specific tests, training courses and manuals, start-up assistance, and all services, obligations and Products not mentioned in FLODRAULIC MOTION SYSTEMS' Order Confirmation.

19.2 Packaging costs, taxes, stamps, customs expenses, duties and any other additional charges are not included in purchase prices unless otherwise stated in the Offer and Order Confirmation.

19.3 The Contract does not include development and implementation of customized software, which is governed separately by the relevant Terms and Conditions published on FLODRAULIC MOTION SYSTEMS' website.

20. Confidentiality

20.1 FLODRAULIC MOTION SYSTEMS undertakes to treat with the utmost confidentiality the data and information received from the Customer and not to use such data for purposes other than those for which they were collected.

20.2 Such data may be disclosed only upon request of the judicial authority or other authorities legally empowered.

20.3 Customer data shall be disclosed only to persons appointed to carry out activities necessary for performance of the Contract and only for such purpose. FLODRAULIC MOTION SYSTEMS warrants that such persons will comply with confidentiality obligations, and FLODRAULIC MOTION SYSTEMS shall remain liable for any breach by them.

20.4 FLODRAULIC MOTION SYSTEMS declares and warrants it adopts adequate protection measures to safeguard confidentiality of data known and/or disclosed by the Customer and undertakes to ensure such measures are complied with within its organization.

21. Personal Data Protection

21.1 The Customer's personal data shall be used by FLODRAULIC MOTION SYSTEMS in full compliance with EU Regulation 679/2016 (GDPR) and applicable national legislation on personal data protection.

21.2 Processing shall be carried out under the terms and conditions set out in the privacy notice pursuant to Article 13 GDPR, available in full on the Website in the privacy information section.

21.3 Each Party undertakes to indemnify and hold the other Party harmless from any claim for damages arising from unlawful processing of personal data due to non-compliance with the GDPR and applicable national laws.

22. Industrial and Intellectual Property Rights

22.1 The Customer declares and acknowledges that the content of the Website (including, by way of example and without limitation, texts, photographs, trademarks and other distinctive signs, illustrations, images, logos, etc.) and its structure are under the exclusive ownership and control of FLODRAULIC MOTION SYSTEMS. The Website is managed by FLODRAULIC MOTION

SYSTEMS and it is prohibited to copy, reproduce or otherwise dispose of it in any manner without prior written consent.

22.2 Total or partial reproduction, modification or use of trademarks and/or other distinctive signs, illustrations, images and logos on the Website, for any reason and on any medium, is prohibited without FLODRAULIC MOTION SYSTEMS' prior express consent.

22.3 All industrial and/or intellectual property rights (including, by way of example: patents, trademarks, drawings and models, trade secrets, know-how, copyrights, technical and commercial information relating to Products, and any software supplied by FLODRAULIC MOTION SYSTEMS), relating to the Products and/or connected thereto, protected or protectable, created and/or acquired by FLODRAULIC MOTION SYSTEMS prior to the Contract and during its performance, shall remain exclusively with FLODRAULIC MOTION SYSTEMS. The Customer undertakes to refrain from any conduct that may violate or compromise such rights.

22.4 In the event of disputes and/or claims and/or actions by third parties for infringement of industrial and/or intellectual property rights relating to the Product, FLODRAULIC MOTION SYSTEMS may, at its discretion and at its own expense: (i) grant the Customer the right to continue using the Product; (ii) replace the Product with another product or parts thereof with similar functionality that does not infringe third party rights; (iii) modify the Product so that it does not infringe third party rights; (iv) withdraw the Product or parts thereof and refund the purchase price, minus a reasonable amount for use, damage or obsolescence. To the extent permitted by law, the above remedies are the only measures available to the Customer and, in any event, FLODRAULIC MOTION SYSTEMS'

liability shall not exceed the price paid by the Customer for the disputed Product.

22.5 To the extent permitted by law, FLODRAULIC MOTION SYSTEMS shall not be liable, and the remedies above shall not apply, where infringement arises from (a) modification of Products by the Customer and/or its appointees; (b) assembly of Products with other products; (c) use of Products in processes carried out by the Customer and/or its appointees; or (d) FLODRAULIC MOTION SYSTEMS' compliance with instructions, drawings, projects and specifications provided by the Customer. In such cases, the Customer undertakes to indemnify and hold FLODRAULIC MOTION SYSTEMS harmless from any damage, expense or liability suffered by the Customer and/or any third-party claims related thereto.

23. Notices

23.1 Any notice between the Parties relating to the Contract shall be made by written correspondence, in Italian or English, by registered letter with return receipt to FLODRAULIC MOTION SYSTEMS S.r.l.'s registered office, by PEC: flodraulic.ms@legalmail.it, by fax +39 051 6781150, and by e-mail: eshop@flodrauliceurope.com only in the cases provided for in these Terms and Conditions of Sale.

24. Applicable Law and Jurisdiction

24.1 Any dispute between the Parties concerning the validity, performance, interpretation and termination of the Contract shall be subject to the exclusive jurisdiction of the Court of Bologna, excluding any concurrent jurisdiction.

24.2 The governing law of the relationship between the Parties shall be Italian law.

25. Prohibition of Re-export to Russia or for Use in Russia ("No Russia Clause")

25.1 The Customer is prohibited from selling, exporting or re-exporting, directly or indirectly, to the Russian Federation or for use in the Russian Federation any product supplied under the Contract or under an agreement connected thereto that falls within the scope of Article 12 octies of Council Regulation (EU) No 833/2014.

25.2 The Customer undertakes to use its best efforts to ensure that the purpose of paragraph 1 is not frustrated by third parties further down the commercial chain, including possible resellers.

25.3 The Customer shall establish and maintain an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of paragraph (1).

25.4 Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the Contract and FLODRAULIC MOTION SYSTEMS S.r.l. shall be entitled to seek:

- (i) termination of the Contract pursuant to Article 1456 of the Italian Civil Code; and
- (ii) a penalty equal to 30% of the total value of the Contract or of the price of the exported goods, whichever is higher, without prejudice to compensation for further damages.

25.5 The Customer shall immediately inform FLODRAULIC MOTION SYSTEMS S.r.l. of 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 FLODRAULIC MOTION SYSTEMS S.r.l. information concerning compliance with the obligations under paragraphs (1), (2) and (3) within two weeks of a simple request for such information.

26. Final Provisions

26.1 Failure by either Party to exercise rights arising from the Contract (and more generally its rights) shall not constitute a waiver of such rights, nor operate to prevent their future exercise.

26.2 The Customer is prohibited from assigning or transferring to third parties, in whole or in part, the Contract and/or its rights or obligations arising therefrom.

26.3 The invalidity or ineffectiveness, in whole or in part, of one or more clauses shall not affect the validity of the remaining clauses or the remaining part of the clause. The invalid or ineffective provision shall be replaced by a valid and effective clause whose scope is as close as possible to that of the original clause.

26.4 The language of the Contract is Italian. In case of interpretative discrepancies between the Italian version and any foreign language version, the meaning and interpretation of the Italian version shall prevail.

26.5 Any amendment to the Contract must be in writing and signed by both Parties.

26.6 These Terms and Conditions of Sale constitute the entire set of clauses of which they are composed.

Date and Place

The Customer

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly declares that it has carefully read each single general condition of sale and specifically approves the following Articles:

Art. 4 (Prices and payment terms); Art. 5 (Delivery

Flodraulic Motion Systems S.r.l

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flodrauliceurope.com

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terms); Art. 6 (Shipment, packaging, transfer of risk); Art. 7 (Express termination clause); Art. 9.3 (Scope of application); Art. 11.5 (Order cancellation/suspension); Art. 12.5 (Exclusion of damage due to delay); Art. 12.6 (Exclusion of indemnity); Art. 12.7 (Shipment subject to positive outcome of transaction); Art. 13.3 (Confirmation of positive outcome of transaction/order cancellation); Art. 13.5 (Termination of contract); Art. 13.7 (Suspension in case of outstanding amounts); Art. 13.9 (Exclusion of liability); Art. 14.3 (Price updates); Art. 14.4 (Exclusion of indemnity); Art. 15.3 (Suspension of price refund); Art. 16 (Warranty); Art. 17 (Limitation of liability); Art. 18 (Retention of title); Art. 21 (Personal data protection); Art. 22 (Industrial and intellectual property rights); Art. 24 (Applicable law and competent court); Art. 25 (Prohibition of re-export to Russia or for use in Russia); Art. 26 (Final provisions).

Date and Place

The Customer

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