

1. SUBJECT MATTER

1.1 These general terms and conditions (the "General Terms and Conditions") govern the sale of goods ordered by Customers (also referred to as "Customers") from Cozzi srl (also referred to as the "Supplier") in accordance with the procedures described in Article 2 below.

1.2 The General Terms and Conditions, together with the order confirmations referred to in Article 2, constitute the entire agreement governing the relationship concerning Cozzi's supply of the Products (the "Agreement") to its Customers.

1.3 The Supplier and the Customers are hereinafter collectively referred to as the "Parties."

2. ORDER CONFIRMATIONS

2.1 The individual goods requested by Customers via an order or otherwise and to be supplied by Cozzi srl (the "Products") are described in detail in the order confirmation that will be sent by the Supplier to the Customers (the "Order Confirmations" and, individually, the "Order Confirmation").

2.2 Each Order Confirmation shall specify the type, technical specifications, quantities, destination, and delivery terms of the Products.

2.3 Order Confirmations shall be sent by the Supplier to the Customer via email.

2.4 Commercial documents exchanged between the Parties shall be interpreted as follows:

the Supplier's Order Confirmation takes precedence over the Customer's Order. In the event of any discrepancy between the Customer's Order, the Order Confirmation, and the General Terms and Conditions, the Supplier's General Terms and Conditions shall prevail over the Customer's Order and shall supplement the Order Confirmation with respect to matters not specified or provided for therein.

3. PLACE AND DELIVERY DATE OF THE PRODUCTS

3.1 Unless otherwise specified in the Order Confirmation, the Products ordered by the Customer will be delivered Ex Works (Ex Seller's Warehouse) at the Cozzi Srl facility in Magenta, Via Romolo Murri 24/17. Pursuant to Article 1510 of the Italian Civil Code, title to the Products shall pass from the Supplier to the Customer upon delivery of the Products to the Customer or to the carrier/shipping agent designated by the Customer at the Cozzi Srl headquarters in Magenta, Via Romolo Murri 24/17.

3.2 The delivery terms for the Products are specified in the Order Confirmations (the "Terms") and are indicative and not essential pursuant to Article 1457 of the Italian Civil Code.

3.3 The delivered Products are accompanied by a shipping document or accompanying invoice, issued in accordance with applicable tax regulations in force (the "Delivery Documents").

4. WARRANTY

4.1 The Supplier represents and warrants that the Products, in all their parts and components:

- conform in quality and quantity to the terms set forth in the Order Confirmation and the Delivery Documents;
- are in perfect working order, free from defects, nonconformities, and flaws, and suitable for their intended use;
- designed in accordance with applicable laws, regulations, and directives governing the Products, and in accordance with procedures designed to prevent any damage subject to compensation under applicable product liability laws, and in any case manufactured in a workmanlike manner in accordance with the knowledge available at the time of their production.

4.2 This warranty is valid for 12 months from the date of delivery of the Products to the Customer (the "Warranty Period"). Defects resulting from non-conformity of the Products must be reported to the Supplier immediately if the defects are apparent, and within eight days of discovery in the case of latent defects. The report must be submitted in writing to the Supplier. Upon verifying the existence of the defect,

the Supplier will replace the defective item; any other remedy is excluded.

4.3 The Supplier's liability for any type of claim, including non-contractual claims, related to or arising from the supply of the Products, as well as any loss or damage attributable in any way to such supply, shall in no event exceed 100% of the price paid by the Customer for the purchase of the defective product. Liability for further damages—whether indirect or consequential—and for loss of profits is expressly excluded. The Supplier's limitation of liability does not apply in cases of personal injury or in cases where liability cannot be excluded or limited by law. This is without prejudice to full liability for damages caused by a defective product under the Consumer Code, for which the Supplier declares that it is adequately insured. For damages caused by a defective product, the Supplier shall be liable for damages suffered by its Customer under its own insurance policy and within the limits of the coverage amounts specified in the policy, with the express exclusion of any indirect or consequential damages.

5. PRICES AND PAYMENT TERMS

5.1 The prices of the Products are those indicated in the Order Confirmation and are fixed and non-negotiable.

5.2 The Customer shall make payment in accordance with the terms and conditions agreed upon and specified in the Order Confirmation, upon issuance of an appropriate invoice by the Supplier.

6. EXPRESS TERMINATION CLAUSE

6.1 The Supplier shall have the right to terminate the Contract with immediate effect, subject to prior notice to be communicated to the Customer via certified email (P.E.C.) or, alternatively, by registered letter with return receipt:

- if the Customer is subject to judicial liquidation, receivership, a composition with creditors, liquidation (including voluntary liquidation), or any other insolvency or liquidation proceeding;
- in the event of a change in the Customer's ownership structure involving a controlling interest in the Customer's share capital and/or a qualifying interest (defined as equal to or greater than 15%);
- in the event of failure to comply with the Organization and Control Model.

7. PRIVACY

7.1 The Supplier declares that the data collected and recorded in connection with the Contract will be processed in compliance with the applicable personal data protection laws in effect from time to time (including EU Regulation No. 679 of April 27, 2016, and Legislative Decree No. 196 of June 30, 2003, and any updates and/or amendments thereto).

7.2 Data processing will be carried out using tools suitable for ensuring the security and confidentiality of the data and may also be performed using automated tools designed to store, manage, and transmit such data.

7.3 The Customer declares that they have received the privacy notice required by law from the Supplier and that they give their express consent to the processing and disclosure of their data.

8. GOVERNING LAW AND JURISDICTION

8.1 The Agreement is governed by Italian law and shall be interpreted in accordance with it. The courts of Milan (Italy) shall have exclusive and sole jurisdiction over any disputes that may arise between the parties in connection with the Agreement, including those relating to its validity, interpretation, performance, and termination.

9. ORGANIZATIONAL, MANAGEMENT, AND CONTROL MODEL PURSUANT TO LEGISLATIVE DECREE 231/2001

9.1 The Supplier has adopted and implemented an Organizational, Management, and Control Model pursuant to Legislative Decree 231/2001, along with the related Disciplinary System and Code of Ethics, which the Customers declare they have read on the company website www.torneria.it and understand. The Customers agree with

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the principles set forth in the Organizational, Management, and Control Model as well as in its annexes, and undertake to comply with its contents, principles, and procedures and, in general, to refrain from any conduct that could constitute the offenses indicated in Legislative Decree 231/2001 and its subsequent amendments and additions, as set forth in the aforementioned Organization, Management, and Control Model. The Customer also undertakes to comply with, and to ensure that any of its collaborators comply with, all the principles contained

in the aforementioned documentation and the Code of Conduct adopted pursuant to Legislative Decree 231/2001. Violation of the rules set forth in the aforementioned documents constitutes a material breach of contract and entitles the Supplier to request termination of the contract pursuant to Article 1456 of the Italian Civil Code.