

**1. Premises and scope of application.**

These general conditions of sale (“General Conditions”), together with the special terms and conditions contained in the confirmation of sale document (“Sales Contract”) issued by ACTIVA S.r.l. (“Seller”), are part and parcel of the sales contract stipulated between the Seller and the buyer (“Buyer”), even in the event that said Sales Contract does not explicitly refer to the General Conditions. Any general conditions of purchase utilized by the Buyer shall be binding for the Seller only if explicitly accepted thereby in writing. In the event of contradiction between the General Conditions and the Sales Contract, the special conditions contained in the Sales Contract shall prevail. Any exemptions and/or amendments to these General Conditions shall be valid only if explicitly agreed upon and accepted in writing by the parties.

**2. Execution of the contract.**

- 2.1. The forwarding of a purchase order (“Purchase Order”) by the Buyer to the Seller implies full acceptance of these General Conditions.
- 2.2. The sales contract between the Seller and the Buyer shall be executed only with the issue on the part of the Seller of the Sales Contract, whereby the Seller expresses its acceptance of the Purchase Order submitted by the Buyer. If the Sales Contract is issued but not accepted, the Purchase Order remains null and void. Silence on the part of the Seller may in no case be construed as tacit acceptance. Should the Sales Contract contain terms and conditions other than or in addition to those contained in the Purchase Order, the sales contract must be considered to be perfected if, within the term of (2) days after the date of receipt of the Sales Contract, the Buyer has not explicitly notified the Seller that it does not wish to accept the Sales Contract; Silence on the part of the Buyer necessarily being understood as tacit acceptance of the Seller’s proposal contained in the Sales Contract. In any event, the terms and conditions contained in the Sales Contract shall be deemed prevalent to those contained in the Purchase Order.
- 2.3. Any compensation or indemnification in favor of the Buyer shall be excluded for any damages or harm deriving from the non-acceptance of the Purchase Order on the part of the Seller.

**3. Product characteristics.**

- 3.1. The Seller warrants only the qualitative correspondence of the goods supplied with the values in the respective product specification. Any information or data contained in documents other than the product specification (such as, for example only, leaflets, price lists, catalogues, etc.) does not constitute a statement of warranty or promise of quality.
- 3.2. The Safety Data Sheets contain the information regarding health and safety relative to the use of the products provided for substances classified as hazardous based on current standards (EC Regulation 1272/2008 and Directive 67/548/EC). The Information Sheet, as laid out by articles 31 and 32 of the Reach Regulation contains said information in the case of substances not classified as hazardous.

**4. Terms of delivery**

- 4.1. Any reference to the commercial terms (such as, for example, EXW, CIP, etc.) contained in these General Conditions and/or in the Sales Contracts or other contract documents is understood to be as cited in the most recent and current version of the INCOTERMS published by the International Chamber of Commerce.
- 4.2. The delivery shall be executed within the terms indicated in the Sales Contract.
- 4.3. Where not already specified in the Sales Contract, the Buyer is obliged to notify the Seller of the date and delivery/pick-up instructions for the goods with an advance notice of at least ten (10) working days, or, in the event of a demonstrable emergency, with the advance notice to be agreed upon in good faith with the Seller, to allow the Seller to fulfil them. The Seller shall do what is reasonably possible to respect the scheduled delivery/pick-up date, which in no case may be understood as essential. Within the maximum limits allowed by law, any liability is excluded on the part of the Seller due to late delivery or making the goods available for pick-up.
- 4.4. The Buyer is obliged to pick-up and/or receive the goods within the date indicated in the Sales Contract or communicated to the Seller. The Seller has the right to annul, extend, or postpone the readying for pick-up and/or delivery of the goods not received and/or not picked up by the Buyer within the terms indicated, and to also charge the Buyer for the difference between the price of the goods at the time of the Sales Contract and the higher price established by the Seller at the time the goods are actually picked up and/or delivered, also taking into account the current price of the raw materials on that date and any costs and damages suffered. The Seller shall include this difference in the invoices issued on the dates agreed upon in the Sales Contract and the Buyer must pay this difference within the terms therein prescribed. In no case may the Buyer annul the Purchase Order or withdraw from the Sales Contract, or demand a reduction in purchase price, even when the current price of the goods at the time when goods are actually picked-up and/or delivered is less than that indicated in the Sales Contract. In any case, the Seller shall have the right to charge the Buyer for the costs corresponding to the storage of the goods not picked-up within the indicated terms, which the Buyer must pay to the Seller within fifteen (15) days after the date of the respective invoice.
- 4.5. In event of non-delivery or late delivery of the raw materials necessary to produce the goods, by the Seller’s third party suppliers, for causes that are unpredictable and do not depend on the Seller’s will, the latter may not be held liable for the delay or the annulment of the delivery and/or readying the goods for pick-up.
- 4.6. For goods delivered by ground and with delivery at the Seller’s expense, it is understood that, for packaged goods, the laytime for vehicles to load and unload goods shall be two (2) hours, whereas for bulk goods it shall be three (3) hours. Should the laytime expire, the compensation due to the carrier for every hour or fraction of hour in the delay in said operations shall be at the Buyer’s expense; the Buyer pledges to reimburse the Seller upon simple request by the latter for any sum paid to the carrier for said reason.

**5. Quantitative and/or qualitative inspection of the goods – Complaints**

- 5.1. The Buyer shall ascertain the suitability of the goods upon delivery of the goods, and in any event before undertaking their use. Upon arrival of the goods at its premises, it is required to take a sample of the goods to check their quality.
- 5.2. Such prior verification shall constitute the Buyer's burden of ordinary diligence, and in default thereof, pursuant to Article 1227 of the Italian Civil Code, no compensation shall in any case be due from the Seller.
- 5.3. The Buyer shall forfeit all warranties if he fails to notify the Seller in writing of his complaints within 8 calendar days of delivery of the goods. In the event of failure to comply with the above procedure, the Buyer shall forfeit any right to dispute any defects in the goods. Under no circumstances shall the Seller be held liable for damages caused by the Buyer's failure to take and verify the sample.
- 5.4. Packaged Goods: the Buyer shall verify the conditions of the packaging, the quantity, the exterior characteristics of the goods, as well as every other apparent defect relative to the goods delivered and/or picked-up, under penalty of forfeiture, upon receiving or picking up the goods and before accepting them. In particular, disputes regarding the physical integrity of the containers and the discrepancy between the quantity indicated in the Sales Contract and/or Shipment Document and that actually delivered and/or picked-up must be reported, under penalty of forfeiture, on the Shipment Document countersigned by the carrier at the time of delivery. A copy of this document must be immediately forwarded to the Seller. The official waybills shall be deemed to authentically represent the weight. In the absence of challenges by the methods indicated above, any defects shall be considered accepted by the Buyer.
- 5.5. In the event of quantitative differences between the packaged goods indicated on the Shipping Document and the quantity actually unloaded by the customer, after completely emptying the containers, said differences must be immediately communicated to the Seller and in any case within twenty-four (24) hours after delivery. Should said differences in quantity fall within the tolerance margins of +/- 30 kg, every 1.000 litres, of the quantities mentioned in the Shipping Document, the quantity delivered shall be considered to comply with the quantity indicated in the Shipping Document and the Buyer shall have no right to demand the quantity be topped-off or the price reduced. Should said differences in quantity exceed the tolerance margins of +/- 30 kg, every 1.000 litres, of the quantity indicated in the Shipping Document, any reduction in price due shall be determined based on the actual difference in quantity net of the tolerance margin of 30 kg, every 1.000 litres, and the Seller shall reduce the invoice amount or issue a credit note.
- 5.6. Bulk Goods: the quantity indicated in kilograms on the Sales Contract is merely an approximate indication. Upon the arrival of the goods at its premises, the Buyer is obliged to draw a sample of the goods to verify their quality upon receipt and before the goods are placed in their tanks, reservoirs, or containers, and in any case prior to utilizing the goods in mixtures or preparations. In the event that, after analyses of the sample, the Buyer deems the goods delivered do not comply with the values indicated in the relative specifications, the Buyer must inform the Seller immediately and, in any case, within two (2) hours, and must not proceed to unload the goods, so that the Seller may examine the goods directly or through an appointed third party. If the procedure described above is not observed, the Buyer shall forfeit every right to dispute any defects in the goods. In no case may the Seller be deemed liable for the damage caused by Buyer's failure to draw and verify the sample.
- 5.7. In the event of quantitative differences between the bulk goods indicated on the Shipping Document and the quantity actually unloaded by the customer, after completely emptying the tank, said differences must be immediately communicated to the Seller and in any case within twenty-four (24) hours after delivery. Should said differences in quantity fall within the tolerance margins of +/- 1% of the quantities mentioned in the Shipping Document, the quantity delivered shall be considered to comply with the quantity indicated in the Shipping Document and the Buyer shall have no right to demand the quantity be topped-off or the price reduced. Should said differences in quantity exceed the tolerance margins of +/- 1% of the quantity indicated in the Shipping Document, any reduction in price due shall be determined based on the actual difference in quantity net of the tolerance margin of 1% and the Seller shall reduce the invoice amount or issue a credit note.
- 5.8. For both packaged goods and bulk goods alike, goods that exhibit apparent defects may not be used and/or resold, it being understood that the Seller shall in no way be liable for damages or harm consequential to the use and/or reselling thereof.
- 5.9. Without prejudice to the previous paragraphs, the complaints and notifications must be presented in writing by the Buyer, even by way of e-mail, within the prescribed terms, and must be detailed in order to allow immediate verification by the Seller. In any case, the Seller's liability for defective goods shall be limited to the replacement of the quantity of defective goods delivered, pursuant to paragraph 8 below. In no case may the Buyer be entitled to request the termination of the contract, reduction in the price, or compensation for damages, or to suspend or delay the fulfilment of its payment obligations vis-à-vis the Seller or to offset its receivables in compensation for what it owes to the Seller.

**6. Terms of payment**

- 6.1. The price of the goods is indicated in the Sales Contract. The Buyer is obliged to pay the amounts on the due dates according to the methods agreed upon in the Sales Contract.
- 6.2. Unless indicated otherwise in the Sales Contract, the Seller shall issue an invoice to the Buyer, on a monthly basis, for all goods shipments and/or pick-ups carried out in the month during which the corresponding Shipping Document is issued.
- 6.3. In case of delay in payment or (partial or total) non-payment of a delivery, even if disputed by the Buyer, the Seller reserves the right to request payment in advance for all deliveries in progress and/or to suspend every other subsequent delivery.
- 6.4. Interest shall be due on the amounts not paid on the agreed-upon due dates at the legal percentage rate. The interest shall be calculated daily starting from the due date for the payment up until the Buyer executes payment.
- 6.5. In no case may the Buyer offset its receivables with the Seller as compensation.
- 6.6. Without prejudice to the above, in the event of: (i) changes in control over the Buyer; (ii) circumstances that may suggest the Buyer's insolvency or crisis; (iii) the filing of bankruptcy or pre-bankruptcy proceedings against the Buyer; or (iv) the liquidation

of the Buyer, the Seller shall have the right to unilaterally withdraw from the Sales Contract or to make the delivery of the goods not yet delivered subject to the issuing of a suitable guarantee of payment on the part of the Buyer.

#### **7. Retention of title**

The goods are sold with retention of title for the Seller until payment in full of the purchase price on the part of the Buyer. The Buyer nevertheless may use the goods for its ordinary business activities. Should the goods be processed or combined with other materials before the Buyer has obtained full title ownership over the goods, the Seller shall acquire a corresponding property right over the products deriving from the processing, in proportion to the value of the goods in relation to the other materials utilized in the processing.

#### **8. Warranty and limitations on liability**

- 8.1. The Seller exclusively warrants that, as of the date of the perfection of the sales contract for the goods, said goods are free from defects/faults and comply with the values in the respective product specification. Every other explicit or implicit warranty is excluded.
- 8.2. The Buyer takes on all risks relative to the use, applications, and/or operations to which the Buyer or its assignees may subject the goods. The Seller may not in no way be deemed liable vis-à-vis the Buyer or third parties for claims or requests for damages deriving from or associated with the use of the goods by the Buyer and its assignees.
- 8.3. Should the goods be defective, the Seller shall only be obliged to replace the defective goods, save for cases of wilful misconduct or gross negligence. The abovementioned warranty (consisting in the obligation to replace the defective goods) is inclusive of and replaces every other warranty or remedy. In the event of a complaint reported to the Seller with respect to the provisions in preceding paragraph 5, the Seller shall proceed, within the period agreed upon with the Buyer, to pick-up the goods that are the subject matter of the complaint and to deliver the replacement goods, reserving the right to verify the defects in the contested goods. If the results of said verification show that the goods originally delivered are not defective and the defect is not refundable by the Seller pursuant to this paragraph 8, the Seller shall charge the Buyer and the Buyer shall pay the price for the goods sent in replacement as well as for the charges incurred to deliver said goods and to pick-up the goods initially considered defective. Any additional liability on the part of the Seller, therein including compensation for damages, is explicitly excluded. This limitation also applies to any claims for recourse on the part of the Buyer or its assignees for product liability, which is explicitly excluded, within the maximum limits allowed by law.
- 8.4. The Buyer undertakes to hold the Seller harmless and to exonerate the Seller with regard to each and every claim, damage, harm, cost or expense (including, without limitation, legal costs and expenses) that the Buyer may incur due to requests or claims filed by third parties with regard to products made utilizing the goods purchased from the Buyer and/or to the reselling of the goods by the Buyer, as well as to any violation of the sales contract or any applicable provision of the law by the Buyer.
- 8.5. Regarding the claims, filed by any party, for which the law does not allow the exclusion of the Seller's liability, said liability shall nevertheless be limited to an amount equal to the purchase price of the goods indicated in the Sales Contract and paid by the Buyer.
- 8.6. Without prejudice to the provisions in the preceding paragraphs, the Seller likewise declines all liability as concerns the alterations which the goods may incur as an effect of substances with which it may come or was placed in contact with during transportation due to contaminated tanks resulting from the improper washing thereof, as well as any liability regarding the alterations that the packaged goods may incur during transportation, rejecting any claims for damages. Should the transportation be at the Buyer's expense, the Buyer shall be responsible to ensure that the transport vehicles are suitable for the transportation to be carried out, that the goods are picked-up using loading orders and that the transportation vehicles comply with ADR regulations for the carriage of dangerous goods and the other regulations in force. In the absence of foregoing provisions, the Seller shall be authorized to refuse to load said vehicles being free of liability for demands, claims or compensation for damages.

#### **9. Force Majeur**

Without prejudice to the provisions in the preceding paragraph 8, the Seller is likewise exonerated from all liability due to breach or delay in fulfilling the contract should Acts of God or causes not currently attributable to it arise that fully or partially hinder the fulfilment of the sales contract, including: - by way of example - fire, flooding, earthquakes, or others forces of nature, acts of war, sieges, government actions that hinder importation and exportation, the suspension of work on the part of its personnel or third parties, the breakdown of machinery, interruptions in the supply of electricity, fuels or, any other case that hinders or limits the normal performance of production and/or of transportation. The Seller, finding it impossible to perform the contract, shall promptly inform the Buyer. The Seller has the right to reduce the quantity of goods sold and/or to postpone the terms for performing the contractual obligations for the entire period during which these circumstances and their consequences last. Should the duration of the abovementioned circumstances exceed three (3) months, it is understood that the Seller may be discharged from its obligation to execute the contract, without this entitling the Buyer to any compensation for damages, without prejudice to the Seller's right to demand payment of the price for any deliveries already made.

#### **10. Voidness**

Should one or more clauses of these General Conditions be declared void, invalid, or ineffective, the Parties pledge to do whatever is necessary to promptly agree to substitutive stipulations having content as close as possible to the clauses declared void, invalid, and/or ineffective. In any case, the voidness, invalidity, and/or ineffectiveness of one or more clauses shall not entail the voidness, invalidity, and/or the ineffectiveness of these General Conditions.

**11. Governing Law and Jurisdiction**

- 11.1. The sales contract, including these General Conditions, is governed by the Italian law, with expressed exclusion of the United Nations Convention on the International Sale of Goods (Vienna 1980).
- 11.2. The Court of Castrovillari (CS) shall have sole jurisdiction for any legal dispute, deriving from or associated with the sales contract and/or with these General Conditions, which may arise between the Seller and a Buyer residing in a member state of the EU. In any event, as an exception to the foregoing provision, the Seller shall nevertheless have the right to bring the dispute before a competent court in the Buyer's venue.
- 11.3. Should the Buyer reside in a non-EU country, all disputes deriving from or associated with the sales contract and/or with these General Conditions shall be resolved definitively in accordance with the Arbitration Rules of the Arbitration Chamber of Milan by one or more arbitrators appointed in compliance with said Rules. This arbitration clause does not prevent a party from requesting possible emergency, interim, or precautionary measures before ordinary jurisdictions.