

GENERAL TERMS OF SALE

REV	DATE	CHANGES	WRITTEN BY	APPROVED
00	17/07/2017	First issue	Cecchini Marco Fiaschi Stefano	Lelli Claudio
01	31/10/2017	Paragraph 11	Cecchini Marco Fiaschi Stefano	Lelli Claudio
02	17/11/2020	Replaced "order acknowledgement" with order confirmation (OC)	Tommasi Jessica	Cialdoni Annamaria
03	30/09/2022	Modificato capitolo 3, 11, 13, 17	Cialdoni Annamaria	Lelli Claudio
04	29/11/2022	Paragraph 16 "Personal data protection" New paragraph 18 "Online sale"	Cialdoni Annamaria	Lelli Claudio
05	10/05/2023	Paragraphs 1-8-17-18	Cialdoni Annamaria	Lelli Claudio
06	15/12/2023	New paragraph WHISTLEBLOWING	Cialdoni Annamaria	Lelli Claudio

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1. VALIDITY AND EFFECTIVENESS

These General Terms (GT) are applicable to any relationship between VERINLEGNO SPA and anyone who offered a purchase order.

The GT regulate these relationships exclusively from the first contact to a close, forming an integral part of them.

The complete GT are available on the web site WWW.VERINLEGNO.IT and the buyer is obliged to examine them before establishing any relationship.

The GT are also expressly referred to in the form of "DATA ENTRY/MODIFICATION" that the customer must fill in and sign at the beginning of the relationship.

VERINLEGNO Spa reserves its right to change, to adapt, to keep the text of these GT.

The GT are also present on the site in English which is generally understood to be known.

2. EXCEPTIONS

Any exception to GT shall not be valid if it is not agreed in writing.

3. FINALISATION OF THE CONTRACT

The purchase order is considered as finalising when the order confirmation is sent (OC).

The buyer's adjustment shall be valid if it is submitted to the seller in writing within 1 working day from the day the Seller sent the OC, only.

Should no communication be received within 1 working day from the reception of the OC, the order is considered as automatically accepted in its entirety.

4. AIM OF THE CONTRACT OF SUPPLY

VERINLEGNO SPA, in order to foster the prompt fulfilment of the order, reserves its right to slightly modify in the OC stage.

5. PRICES

The prices the OC shows are considered as fixed prices in the currency the OC specifies. The prices are considered VAT excluded, if VAT is provided for.

As far as sales within the national territory are concerned, the delivery cost is included in the selling price if it is executed by ordinary means of transportation, special delivery excluded.

As far as the sales outside the national territory are concerned, the return of goods shall be the one the OC shows, depending on the agreements the parties reached.

6. CONSIGNEMENT, DELIVERY AND TRANSPORTATION RISKS

It is possible for the delivery dates the OC shows to have a 2-day grace period, unless anything unexcepted happens beyond the power for VERINLEGNO SPA to control.

The items, which are the aim of the contract of supply, are subject to the ADR, IMDG and ICAO-IATA regulations. Should the transportation be at the Buyer's expenses, he shall take on the responsibility for the compliance with the related terms.

7. PAYMENT TERMS

The payment terms the OC specifies are to be considered as fixed.

Possible complaints or objections, concerning the items or their delivery, do not represent a reason to suspend or to defer payments.

As far as the possible amounts not paid at the agreed deadlines are concerned, the interests on arrears are applicable with no need for formal notice, taking effect from the related unfulfilled deadline, in compliance with the criteria provided by the Legislative Decree n° 231 dated 09th.10.2002 and following amendments;

8. RIGHT OF SUSPENSION

VERINLEGNO SPA reserves its right to apply at any time during the commercial relationship, the provision of art. 1461 of the Civil Code, informing the customer.

9. FORCE MAJEURE

VERINLEGNO SPA shall not be considered as responsible for the non-fulfilment of its obligation to deliver the goods or to perform the service as well as for any direct or indirect damage, or for any deterioration, total or partial, of the items and generally for any non-fulfilment whatsoever, if they are determined, directly or indirectly, by any event (natural and not) which is beyond its reasonable control or otherwise inevitable.

The Buyer, in the presence of the above described proclaimed events, shall be entitled to receive, as soon as possible, the communication about the new delivery times and shall be entitled to withdraw if the new times are completely incompatible with its work plan.

10. TECHNICAL FEATURES OF THE ITEM AND ALLOWED USES

VERINLEGNO SPA guarantees the technical features of the items the related technical specifications describe, only, as well as the ones of the safety data sheet (SDS) and, whenever the agreements provide it specifically, those of the certificate of analysis. The guaranteed performances are the ones resulting from the use of the items following the application cycles described in the above mentioned technical specifications, which are available on the web site www.verinlegno.it upon registration or you can ask directly to Verinlegno staff.

The uses allowed for the item are exclusively those reported in the safety data sheet. VERINLEGNO SPA shall not be obliged, in any case, to be responsible for the effects resulting from items which are used in an inappropriate way and/or for uses which are not stated as allowed.

11. GUARANTEE

The items VERINLEGNO SPA supplies are exclusively intended for a professional use and it is strictly forbidden to intend them for not professional uses.

VERINLEGNO SPA is responsible for the item features which are reported in the corresponding technical specifications, in the safety data sheets and in the labels applied on the packaging.

The expiry date is indicated on the product label.

Should a defect be found on the item, VERINLEGNO SPA's liability is limited to the value of the item as it is supplied as well as to the reparative actions up to a maximum of six times the value of the employed item.

12. INFORMATION AND TECHNICAL ASSISTANCE

The information, the technical assistances and the consultations VERINLEGNO SPA provides, concerning the features and the use of each item, result from the best knowledge acquired as paint manufacturers and are offered to the Buyer in good faith in order to complete his essential level of knowledge as professional user and as expert of the support to be treated, of the application tools and systems, of the work place and so forth.

They shall never represent a form of guarantee of the result since the Buyer shall adapt them to his own reality he is the only one to know completely and professionally.

This is the reason why the operational checks of these technical aspects and of other ones (such as, for example, the check of the colour on the specific support before the use) are among the Buyer's responsibilities.

13. COMPLAINTS

Any complaints concerning damages or defects by the Buyer shall be submitted in writing exclusively, in compliance with the terms of art.1495 of the Civil Code.

Email: quality@verinlegno.it

Fax: +39 572 773608

Postal address: VERINLEGNO SPA VIA GALVANI, 7 51010 MASSA E COZZILE (PT)

14. INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND DISCRETION

The Buyer acknowledges that the names and trademarks employed regarding the items belong exclusively to VERINLEGNO SPA. The Buyer is also aware that, as a consequence of the relationships with VERINLEGNO SPA, he could find out elements, news, information and more generally confidential data or data subjects to obligations of intellectual property right; the Buyer therefore commits himself, for himself and for his employees and his colleagues, to keep the strict confidentiality about these "data" throughout the relationship with VERINLEGNO SPA.

15. ACTS OF TOLERANCE

The possible failure to exercise any right by VERINLEGNO SPA shall never represent a waive to the right to ask for the correct fulfilment at all, since this omissive behaviour shall be considered as a mere act of tolerance.

16. PERSONAL DATA PROTECTION

Verinlegno S.p.a., as Data controller, informs you hereby that, pursuant to article 13 of the EU Regulation 679/2016 in relation to personal data protection (hereafter "Regulations") it possesses or may afterwards be acquainted with information referred to you to start and to execute the ongoing contractual agreements.

1. Typology of processed personal data

The following personal data may be processed: full personal data, tax data, addresses, banking information and other administrative or commercial data required for the below mentioned purposes.

2. Processing Purposes

- a) Fulfilment of legal requirements and execution of the agreement you are a part of, accounting and administrative management, management of the ongoing business relations and possible controversy;
- b) Sending advertising material and business communications, by e-mail, concerning marketed products and services, invitations to events organized together with other companies or professionals we trust, too, and carrying out surveys aiming to assess customer satisfaction.

3. Legal basis and data supply

The legal basis for the processing pursuant to point 2.a) is the execution of an agreement you are part of, or the implementation of pre-contractual measures adopted upon your demand. It is necessary to provide the required information to fulfil the legal and contractual obligations, therefore the possible refusal to supply it will make it be impossible for the undersigned to execute the agreement. The legal basis for the processing pursuant to point 2.b) is the legal interest of the Data Controller to use, in order to directly sell its products or services, the e-mail addresses provided by the involved party in the context of the sale of a product or a service, providing that these services are similar to those being the scope of the sale. Please note that it is possible to object to this processing at any time, easily and free of charge.

4. Data Retention Period

Your data shall be processed and stored for the time required to complete the administrative, accounting and tax procedures related to the existing agreement and to fulfil the relative obligations laid down by law. With reference to sending advertising material and business communications of the Data Controller, data shall be stored until you possibly ask to cancel them.

5. Personal Data Recipients

The personal data you provide shall be processed by personnel in charge, properly trained and working under the authority and the responsibility of the Data Controller. Moreover, personal data may be processed by third parties who provide functional services, such as services of communication, electronic mail, mail delivery and by other suppliers of services concerning the above-mentioned purposes.

In particular, we underline that data may be communicated outside EU. These communications are made in full compliance with any guarantee provided by the regulation on personal data protection and ensuring suitable protections for the person concerned though the requirements provided by chapter V of Regulations.

Data strictly necessary to carry out the related functions shall be communicated to the above-mentioned subjects, only.

The updated list of all the addressees is available at the main office of the Data Controller and it shall be supplied upon demand by the involved party writing to the following e-mail address: privacy@verinlegno.it.

6. Rights of the involved party

We also inform you that, as far as these data are concerned, you are entitled to exercise your rights provided by CHAPTER III of the above-mentioned Regulations, at any time. Specifically, you are entitled to ask the Data Controller to have access to the data concerning you, to rectify them or to cancel them, to complete the uncomplete data, to limit the processing, to receive data in a planned, and commonly used format readable by an automatic devise, to object, fully or partially, to the use of the data as well as to exercise other rights you are entitled to in compliance with the applicable regulation. It is possible to exercise these rights by writing to the following e-mail address: privacy@verinlegno.it. Pursuant to art. 77 of the Regulations, you are

also entitled to complain with the Italian Data protection Authority if you think the processing infringes the said Regulations.

7. Contact details of the Data Controller

Verinlegno S.p.a. with registered office via L. Galvani,7 – 51010 Massa e Cozzile (PT). E-mail: privacy@verinlegno.it.

17. APPLICABLE LAWS

VERINLEGNO SPA commits to put on the market those products which comply with the national provisions and the EU provisions into law in the European Union member states at the delivery date, for the foreseen or reasonably predictable use of the products.

The Buyer is responsible for the compliance with the provisions, the laws and the regulations about import, transportation, storage, use, distribution and export of the products.

In particular, including but not limited to, the Buyer shall not use, sell or manage any product:

- To develop or to manufacture biological, chemical or nuclear weapons.
- To manufacture drugs illicitly
- In violation of embargo
- In violation of any legal provision about registration or notice or failing any related authorization required pursuant to laws and regulations into force.

VERINLEGNO SPA is entitled to withdraw from the supply contract whenever there is an obligation to file the product or substance contained in the product itself when it is delivered and whenever the registration is not submitted or granted.

VERINLEGNO SPA is entitled to withdraw whenever, upon delivery, there is the obligation, established by the laws or by the Regulations, to ask for an authorization in order to export goods and when this authorization is not issued.

VERINLEGNO SPA reserves the right to draw up and to issue a certificate (long term declaration or invoice declaration) if the goods the Buyer buys are subject, given its preferential origin, to preferential tariff measures. This declaration shall be valid even with a not autograph signature. This declaration of a preferential origin is compliant with what art. 5 paragraph 3 of the EC Reg. n. 1207/2001 provides.

All compliance with the legislation on the disposal of packaging of the country of destination of the goods, are at the expense of the importer, or the buyer in general, unless otherwise agreed in writing with the customer or in national law, which provides that the exporter is expressly obliged to do so.

The importing buyer is obliged to notify the applicable legislation in the country of destination before the beginning of the relationship

18. ONLINE SALE

VERINLEGNO SPA puts on the market products that comply with national provisions and mandatory Community provisions in the countries of the European Union on the date of delivery and in consideration of the professional use declared on the package.

In the event that these products are subsequently resold by an economic operator on an online platform, pursuant to Reg. (EU) 2019/1020 in art.4 par.3, it will be the task of the same to market them in compliance with the following legal provisions, as an example and not exhaustive:

- Regulation (EC) No 1907/2006 (REACH):

- Art.31 concerning the provision of the safety data sheet to professional and industrial users
- Art.67 on restrictions on the marketing of certain dangerous substances and mixtures (e.g. prohibition of sale to the consumer)

- Regulation (EC) No N.1272/2008 (CLP):

- Art.48 on paper advertising, websites, online sales platforms for hazardous substances and mixtures
- Art. 17 concerning the content of the hazard label (in the case of sale to the consumer, the label must necessarily be appropriate)

- Reg. (EU) 528/2012 (BPR)

In particular, please note that advertising on the online platform must provide, among others:

- Visible and legible label («zoom»);
- Hazard statements (text of H-phrases);
- Pictograms in the foreground;
- Warnings;
- In case of sale of substances and mixtures to recipients/customers resident in countries other than Italy, it is necessary to have information on hazards in all relevant language versions of the European Union or European Economic Area countries to which the offer is revolt;
- In case of sale of substances and mixtures to recipients/ customers resident in countries outside the European Union it is necessary to have information on local regulations for the adaptation of the label and safety data sheet as well as for the verification and possible adaptation of the offer to local legal provisions;
- For (private) consumer sales, it is not sufficient or relevant to refer to a safety data sheet containing this information.

19. WHISTLEBLOWING - HANDLING THE REPORTS, ITALIAN LEGISLATIVE DECREE N. 24/2023.

Customers are aware that Verinlegno S.p.A. has adopted and implements an Organization, Management and Control Model pursuant to the Italian Legislative Decree 231/01, with the related Code of Ethics, which they declare having read on the company website www.verinlegno.it, and they declare that they have understood it, undertaking to comply with it and to ensure that their collaborators comply with its contents, principles, and procedures and, in general, to refrain from any conduct with the intention to amount the offences set

forth in the Italian Legislative Decree No. 231/01 and its subsequent amendments and additions, indicated in the aforesaid Organization, Management and Control Model.

Should the customer, or any of its collaborators, breach the precepts mentioned in the previous point, as well as should the customer or any of its collaborators commit offences covered by the Italian Legislative Decree No. 231/2001, Verinlegno S.p.A. may terminate the contract by means of a notification to be sent by registered letter with return receipt or certified e-mail pursuant to art. 1453 and following of the Italian Civil Code. The termination shall be effective immediately from the date of receipt of the notification. Furthermore, Verinlegno S.p.A. may take action to obtain compensation for any damages suffered or still being suffered.

Verinlegno S.p.A. informs that it has complied with the obligations laid down in the Italian legislative decree 24/2023 concerning 'the protection of individuals who report breaches of Union law and laying down provisions concerning the protection of individuals who report breaches of national laws', in respect of which the Company has adopted a specific policy that can also be found on the company website www.verinlegno.it.

20. CONTACTS

For the purposes of this contract and of these GT, any communication to VERINLEGNO SPA shall be sent, unless otherwise expressed or provided, to:

email: amministrazione@verinlegno.it ; PEC : verinlegno.amministrazione@legismail.it

fax: +39 572 773608

Postal address: VERINLEGNO SPA VIA GALVANI, 7 51010 MASSA E COZZILE (PT)

21. COURT OF JURISDICTION AND LEGAL COSTS

The court of Pistoia shall have exclusive jurisdiction over any disputes resulting from the execution of this contract, to the clear exclusion of any other one.

The rules of the Italian substantive and procedural law are applicable to this relationship, regardless the customer's nationality and the goods destination.

VERINLEGNO SPA reserves the right to turn to the Judicial Court of the Buyer whenever he is based abroad.