

GENERAL TERMS AND CONDITIONS OF SALE

Effective from 01/05/2025

1. SCOPE OF APPLICATION

- 1.1. These general terms and conditions of sale (the "General Terms") apply to each individual contractual relationship between Ceccato S.p.A., with registered office at Via dell'Innovazione 5/7, Grisignano di Zocco (VI), tax code/VAT number 03773760248 ("Ceccato"), and the customer (the "Customer"), in any case relating to the supply by Ceccato of products and materials manufactured and/or marketed by Ceccato, consisting of washing systems, related accessories, and spare parts (the "Products").
- 1.2. The supply includes exclusively the Products described in the sales proposal sent by Ceccato to the Customer (the "Sales Proposal").
- 1.3. These General Terms are published and updated at the following link:
<https://ceccato.it/pages/condizioni-di-vendita>

2. FORMATION OF THE CONTRACT

- 2.1. Each individual contractual relationship (the "Contract") is concluded in writing through an exchange of commercial correspondence with the Customer's acceptance of the Sales Proposal. The Customer's acceptance must be expressed by returning the Sales Proposal duly signed for acceptance (the "Order Confirmation"). The Contract may also be concluded electronically through the exchange of messages via standard email.
- 2.2. In any case, the Sales Proposal sent by Ceccato to the Customer shall be valid for ten (10) working days from its sending. The Order Confirmation must be received by Ceccato within that term. If the Order Confirmation is received by Ceccato after said term, Ceccato reserves the right to decide whether or not to proceed with the Contract.
- 2.3. If the Customer refuses to proceed with the Contract or wishes to withdraw from it for any reason, Ceccato may, in addition to retaining any sums already received under the Contract, claim a penalty of 30% (thirty percent) of the Product price, without prejudice to the right to claim further damages.

3. DELIVERY

- 3.1. The delivery terms are specified in the Contract and are always indicative, not binding.
- 3.2. Any delays or impediments in delivery by Ceccato due to causes not attributable to them, such as (for example) force majeure, unforeseeable events, strikes, failure of suppliers, transportation difficulties, natural disasters, actions of public authorities, or similar events, shall automatically extend the delivery time by a period equal to the delay caused by such events.

4. TRANSPORT

- 4.1. Unless otherwise specified in the Contract, delivery of the Products is "Ex Works Loaded" at the location indicated in the header of Ceccato (ICC Incoterms 2020).
- 4.2. Ceccato will send the Customer a notice of availability for the collection of the Products, indicating the date from which the Products will be available for collection ("Notice of Goods Ready"). The Customer has a mandatory period of 10 (ten) days from the date indicated in the Notice of Goods Ready to collect the Product. If the Customer fails to collect within this period, Ceccato may terminate the Contract for the Customer's breach, and the provisions of paragraph 2.3 will apply.

5. PRICES

- 5.1. Unless otherwise stated in the Sales Proposal, the prices stated in the Contract are "Ex Works Loaded" at the Ceccato location indicated in the header. The price excludes VAT, taxes, transportation costs, and any other costs not expressly provided for under the Contract as being the responsibility of Ceccato. If installation is provided, the price for this will be listed separately.

6. PAYMENT TERMS

- 6.1. Payments must be made according to the terms and conditions specified in the Contract. The payment terms are to be considered mandatory and are in favor of Ceccato.
- 6.2. If an advance payment is required, it must be paid no later than the agreed date specified in the Contract (paragraph 6.1 regarding the mandatory nature of this deadline applies). It is understood that Ceccato will not proceed (Article 1460 of the Civil Code) with the Contract if the advance payment is not received within the deadline specified in the Contract.
- 6.3. If the Customer fails to make payment by the established deadline, the Customer will be obligated to pay Ceccato default interest pursuant to Legislative Decree 231/2002, starting from the due date of payment without

the need for formal notice of default. In such case, Ceccato may also suspend the delivery of all Products, even those related to orders other than the one that remains fully or partially unpaid.

- 6.4. If the parties have agreed to a payment plan/installment or otherwise deferred payment in the Contract, any delay in payment, even for a single installment, will result in the forfeiture of the payment term for subsequent installments, and Ceccato may require immediate full payment of the remaining amount due from the Customer, in a lump sum, along with the default interest as specified above and any additional damages.
- 6.5. The activation of the Customer's Guarantees referred to in Article 7 does not suspend the payment terms.
- 6.6. The activation of the Guarantees referred to in Article 7 will remain suspended until the Customer has regularized the payments due, without prejudice to the expiration of the Guarantee as per Article 7.4.
- 6.7. It is understood between the parties that the Products remain the property of Ceccato until full payment of the price has been made (retention of title) pursuant to Article 1523 of the Civil Code.

7. COMPLAINTS AND WARRANTY (LIMITATIONS)

- 7.1. Ceccato guarantees that all Products conform to the specifications indicated in the Contract. However, Ceccato's liability for defects/faults/non-conformities/malfunctions ("Defects" – including both apparent and latent defects as per paragraphs 7.3 and 7.4 below) is strictly defined according to the terms and conditions set forth in this ARTICLE 7 (the "Warranty").
- 7.2. Any complaints regarding defects affecting the apparent qualities of the Products ("Apparent Defects") must be notified in writing to Ceccato within 8 (eight) days, under penalty of forfeiture, as per Articles 1495 and 1511 of the Civil Code.
- 7.3. Complaints regarding defects/faults/non-conformities/malfunctions that are not apparent ("Latent Defects") must be notified in writing to Ceccato within eight (8) days from discovery, under penalty of forfeiture, provided this happens within the period indicated in paragraph 7.4 below.
- 7.4. In any case, the warranty period for the Products shall be twelve (12) months from the delivery of the Product, which coincides with the date indicated in the Goods Ready Notice. Once the warranty period has expired, it will no longer be possible to file any complaints with Ceccato regarding any Defect, whether apparent or latent, of any nature.
- 7.5. Complaints/notices as per the previous paragraphs must expressly specify the Defects found and must be accompanied by photographic material clearly showing the Defects. The Customer must, at their own expense, send the defective parts to Ceccato and must agree, if requested, to have the Products inspected and checked by Ceccato or an authorized third-party workshop. After this inspection, and provided that the reported Defects are actually present, Ceccato will, at its own expense and without delay, send the replacement parts to the Customer. The labor costs related to the disassembly/dismantling of the defective parts and the subsequent reassembly/installation of the replacements, as well as any other ancillary costs related to this operation, will be borne by the Customer. Along with the complaint/notice, the Customer may request the immediate shipment of the replacement part. In such cases, Ceccato will send the replacement part once it has received full payment for the corresponding invoice. If Ceccato recognizes the reported defect, it will immediately issue a credit note to the Customer and simultaneously process the related refund.
- 7.6. If, after the inspection, Ceccato determines that the Products are free from the reported Defects, Ceccato may charge the Customer for the cost of the inspection.
- 7.7. In any case, the Customer shall not have any right to claim damages for any reason during the repair of the Product. In particular, the Customer will not be entitled to compensation for direct, indirect, or incidental damages suffered due to the occurrence of Defects in the Products under warranty, including, but not limited to, damages to themselves or third parties resulting from delays or due to the failure to use the Products or from "downtime," including losses or lost profits.
- 7.8. If Ceccato accepts one or more complaints from the Customer notified beyond the warranty terms mentioned above, or that do not comply or exceed the scope of the provisions of this ARTICLE 7, such acceptance shall always be considered as an exceptional commercial concession to the Customer and shall in no case be deemed a waiver by Ceccato of any of these provisions, nor shall it exempt future complaints from the Customer from full compliance with the same.
- 7.9. Without prejudice to what has already been established in 7.1, the Warranty is in any case excluded upon the occurrence of any of the following circumstances:
 - 7.9.1. Defects in the Products caused by inadequate storage conditions by the Customer;
 - 7.9.2. Loss or damage to the Products during shipment or transport;
 - 7.9.3. Defects, failures, or damage resulting from modifications, alterations, repairs, or replacements of the Products (or parts thereof, including industrial automation software) carried out by the Customer or third parties;
 - 7.9.4. Defects, failures, or damage caused by unforeseen events or force majeure, environmental factors, negligence, or incompetence of the Customer or third parties;

7.9.5. Defects, failures, or damage caused or worsened by continued use of the Products by the Customer or third parties once the defect or non-conformity has become apparent;

7.9.6. Defects, failures, or damage caused by improper use of the Product by the Customer or third parties and/or by failure to carry out periodic maintenance as indicated in the user and maintenance manual;

7.9.7. Defects, failures, or damage resulting from the use of the Products in a way that is not compliant with local, national, or EU laws and regulations, with particular reference to environmental regulations;

7.9.8. Defects, failures, or damage caused by power surges and/or inadequate electrical, water, or compressed air supply;

7.9.9. Defects, failures, or damage caused by poor water quality, particularly water that is unsuitable due to excessive hardness, aggressiveness, or the presence of materials such as sand, etc.;

7.9.10. Normal wear and tear, to be assessed in relation to the actual conditions of use of the Products or their components;

7.9.11. Unsuitability of consumables (such as washing and purification chemicals, lubricants, etc.);

7.9.12. Defects, failures, or damage caused by incorrect, incomplete installation of the Product or installation carried out in a manner not in accordance with industry standards.

7.10. Without prejudice to all provisions concerning the Warranty, particularly regarding the painting Warranty of the Products, any Defects must be reported—under penalty of forfeiture—within the timeframe specified in clause 7.2 and accompanied by clear photographs identifying the affected component. Ceccato, at its sole discretion, may either repaint the affected component or proceed with its replacement. In any case, both interventions shall be carried out at Ceccato's care and expense.

7.11. The Customer acknowledges that a Product without a purifier is polluting and violates applicable legal provisions. As for the noise level of the Product, it is specified in the user and maintenance manual, and its installation in certain locations may breach legally or locally established limits. The Customer shall be responsible for complying with any applicable legal limitations, implementing all necessary precautions (external to the system and without modifying it).

7.12. The provisions of this ARTICLE 7 set out Ceccato's entire liability and all remedies available to the Customer arising from or in any way related to any defects, malfunctions, quality issues, and/or non-conformities of the Products. The provisions of this ARTICLE 7 are exclusive and replace any other warranty, whether express or implied, by statute, law, regulation, or otherwise.

8. THIRD-PARTY LIABILITY EXCLUSIONS

8.1. Regardless of whether the Product is covered by Warranty pursuant to ARTICLE 7 above, and except in cases of proven willful misconduct or gross negligence—the burden of proof of which lies with the Customer Ceccato shall not be liable for damages caused to third parties by the Products. In this regard, the Customer undertakes in all cases to take out a third-party liability insurance policy (RC policy) with a leading insurance company, which must include a waiver of subrogation against CECCATO.

8.2. In any case, the Customer undertakes to hold Ceccato harmless and indemnified from any compensation claims that may be brought against it by said third parties for any reason.

9. EXPRESS TERMINATION CLAUSE

9.1. Pursuant to and for the purposes of Article 1456 of the Italian Civil Code, Ceccato may terminate the Contract by written notice expressing its intention to invoke this clause, in the event that the Customer fails to make payment within the mandatory deadlines set forth in the Contract.

10. PERSONAL DATA PROCESSING

10.1. The Parties undertake to comply with all obligations provided by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the "protection of natural persons with regard to the processing of personal data and on the free movement of such data" ("GDPR"), as well as with national legislation and decisions of the Data Protection Authority.

10.2. By signing these General Terms and Conditions, each Party acknowledges and agrees that personal data (e.g., names, corporate email addresses, etc.) of its employees and/or collaborators involved in the activities under the Contract will be communicated to the other Party and processed by the latter as an independent data controller, solely for purposes strictly related to the establishment and execution of the Contract. Each Party undertakes to inform its employees and/or collaborators of this circumstance, in accordance with its internal procedures. In particular, the Customer acknowledges that personal data (such as, by way of example, name, surname, corporate email, etc.) of its employees and/or collaborators are processed by Ceccato in compliance with the privacy policy available on the website www.ceccato.it, which the Customer declares to be fully aware of and undertakes to consult regularly to check for any changes or updates. The Customer undertakes to make this privacy policy known to its employees and/or collaborators.

- 10.3.** Ceccato may process contact data also for the purpose of offering additional commercial proposals related to the Products, even if different from those covered by the Contract governed by these General Terms and Conditions. The Customer (or the data subject receiving the message) has the right to object to the processing for such communications by writing to the following email address: privacy@ceccato.it In such case, the data will be retained only until removal from the mailing list.

11. ADVERTISING TAX

The payment of any advertising tax due for the display of the Ceccato brand, pursuant to the provisions of Legislative Decree No. 507/1993, shall be the sole responsibility of the Customer. The Customer undertakes to hold Ceccato harmless from any and all amounts that Ceccato may be required to pay in this regard by the competent tax collection authorities.

12. APPLICABLE LAW AND JURISDICTION

12.1. The sale of the Products covered by any Contract shall be governed by Italian law.

12.2. Any dispute shall fall under the exclusive jurisdiction of the Court of Vicenza.

13. FINAL PROVISIONS

13.1. Failure to exercise any right or power granted by these General Conditions of Sale shall not be construed as a general waiver of such right or power, nor shall it prevent the entitled Party from subsequently demanding strict and punctual compliance with all provisions herein.

13.2. Should any provision of these General Conditions of Sale be found null or ineffective, such nullity or ineffectiveness shall not affect the remaining contractual provisions.

13.3. These General Conditions of Sale are drawn up in Italian. Any translation into a language other than Italian shall be made for convenience only, and the Italian version shall prevail in any case.

Grisignano di Zocco, 22/04/2025
CECCATO S.p.A.
Chairman of the Board of Directors
Dr. Stefano Dal Maso Soldà