T&C - GENERAL TERMS OF SALE OF ANSELMI & C. S.R.L.
(Version: 28.10.2025)

I. Definitions

1. For the purpose of these general conditions of sale (hereinafter named “Conditions of sale”), the following terms shall have the meaning hereby assigned to them:
- “Anselmi”: Anselmi & C. S.r.l.;
- “Customer”: any natural or legal person;
- “Products”: the goods produced, assembled and/or sold by Anselmi;
- “Order/s”: each purchase proposal of Products that Anselmi receives in writing (e.g.: by fax and/or e-mail);
- “Sale/s”: each sale contract concluded between Anselmi and the Customer after the Customer has received an order confirmation from Anselmi;
- “Intellectual property rights”: all intellectual and industrial property rights of Anselmi, including therein, without any limitation, the rights relating to: patents for inventions, drawings or models, utility models, trademarks, know-how, technical specifications, data, whether such rights have been registered or not, and any application or registration relating to these rights and any other right or form of protection of a similar nature or having an equivalent effect.

II. General applicability

1. These Conditions of Sale apply to all Sales of Products. Should there be any dispute between the conditions set out herein and those stated in the individual order confirmation, the latter shall prevail. In no event shall Anselmi be bound by any conditions of purchase of the Customer, even if they are in (or if reference is made to them) the orders or in any other documentation of the Customer, who will therefore only be bound by the Conditions of Sale set out herein or by any different ones established in the order confirmation.
2. Anselmi reserves the right to add, modify or eliminate any provision of these Conditions of Sale, provided that such additions, modifications or eliminations will be applied to all concluded Sales from the thirtieth day following notification to the Customer – by certified e-mail or registered mail – of the new Conditions of Sale.

III. Orders and Sales

1. The Customer must send Anselmi the specific Orders containing the description of the Products, the required quantity, the price and delivery terms required.
2. The Sale shall be considered concluded: (i) in the moment the Customer receives written confirmation (it can be sent by e-mail, fax or electronic means) from Anselmi, which complies with the terms and conditions of the Order (ii) or, in the event that the Customer receives written confirmation from Anselmi containing different terms to those in the Order, after five working days from receipt of the confirmation containing different terms, without any written objection being sent by the Customer to Anselmi in the above period.
3. The Orders that are regularly accepted by Anselmi cannot be cancelled by the Customer if the Products have already been put into production; if this phase has not yet begun, they cannot, however, be cancelled without the written consent of Anselmi.

IV. Price and transfer of ownership

1. The prices of the Products will be the ones indicated and confirmed in writing by Anselmi at the time of sending the Order confirmation. With the exception of any other written agreement between the parties, the aforementioned prices are calculated ex works, net of VAT and discounts. These prices do not include packaging, shipping and transport costs from the premises of Anselmi to those of the Customer. These costs will be paid separately by the Customer.
2. Anselmi shall retain ownership of the Products until full payment of the sale price has been made and may therefore take all appropriate action against the Customer in the event of non-payment of the supplies.

V. Delivery Terms

1. With the exception of any other written agreement between the parties, Anselmi will deliver the Products ex works to its plants (the term ex works is defined in the latest version of Incoterms).
2. Should the Customer make the specific request, Anselmi will also provide the transportation of the Products, drawing up a transportation contract with the carrier, solely in the interest and in the name of the Customer and without it modifying the Conditions of Sale and the passage of the risk of loss or deterioration of the Products, which will cease for Anselmi at the moment of delivery of the Products at its plants (whether the delivery is made to the seller or to one of its appointees or in the event in which the goods are delivered to a carrier under the previous agreements): each right and obligation regarding the carrier therefore is established by the Customer who will act solely against the carrier. Anselmi is therefore excluded from any liability and burden, except for paying the shipping costs in advance to the carrier, which will then be counted to the Customer and then reimbursed to Anselmi.
3. Delivery shall be made within the deadline stated in the Order as accepted in the Order confirmation or, if the deadline is not stated in the Oder, within the deadline of (60) sixty days from the first working day after confirmation of the individual Order. Delivery deadlines are not essential but only indicative and may, however be disregarded in the event of production delays of which Anselmi will inform the Customer as soon as they are known. Such deadlines do not include, in any case, the transportation times.
4. Apart from what is stated in the previous paragraph, Anselmi will not be held liable for delays and failure to deliver, due to circumstances that are beyond its control, such as by way of example but without limitation:
a) transmission by the Customer of inadequate or imprecise technical data or delays
by the Customer in transmitting Anselmi correct shipping indications;
b) difficulty in obtaining supplies of raw materials, problems linked to production or to order planning;
c) possibility of unforeseeable problems, act of God or to force majeure (for example: strikes, power failures, earthquakes, floods and other natural disasters, measures imposed by public authorities, transportation difficulties, riots or terrorist attacks);
d) delays by the carrier.
5. The occurrence of any of the above events will entitle the Customer to cancel the Order if the delay should extend for more than (90) ninety days (with the exclusion of any possible claims for compensation, indemnity or other by the Customer).

VI. Transportation

Transportation is at the expense and risk of the Customer in compliance with what is stated in point 5.1. In the event the Customer appoints Anselmi to provide transport, in accordance with following point 5.2., the rules on the matter of transportation contracts (or different ones, established by the carrier, of which the Customer declares from now to adhere to) will be applied, with the exclusion in any case of any liability for Anselmi that will choose the transport means it deems most appropriate in the absence of specific instructions from the Customer.

VII. Payments

1. Unless otherwise established in the Order confirmation, payment will be made in advance.
2. Failure to pay within the established deadlines will entitle Anselmi to request payment of interest due at the rate established by Legislative Decree n. 231/02 in addition to what is established in the following point 7.4.
3. Each delay in payment that exceeds 30 days will entitle Anselmi to suspend delivering the Products (in the event of sale with of delivery by instalments), and the supply of subsequently received Orders. Product deliverysuspension or the cancellation of the received Orders, being the consequence of non-fulfilment of the Customer, will not give the latter the right to any claim for compensation or indemnity (regarding the principle inadimplenti non est adimplendum).
4. Any claim regarding the Products and/or their delivery, shall in no case, justify the suspension or payment delay.

VIII. Product non-conformity

Any non-conformity and defect of the Products delivered to the Customer relative to the type and quantity stated in the Order Confirmation must be notified r in writing to Anselmi within (5) five days from the delivery date. Should the notification not be made within the stated time, the delivered Products will be deemed compliant with those ordered by the Customer.

IX. Flaws and defects

1. Unless otherwise agreed in writing between the parties, Anselmi guarantees that the Products are without flaws/defects for a one-year period, from the date of delivery of them to the Customer. No further guarantee is issued by Anselmi (for example, guarantee of good functioning).
2. The guarantee will not apply in the event in which the defects are due to (i) damage from transportation; (ii) misuse or improper use of the products; (iii) non-compliance of the requirements regarding the functioning and maintenance of the products; (iv) repairs or modifications made by the Customer or by third parties, (v) anomalies and malfunctioning caused by parts assembled or added directly by the Customer or end consumer or related to them.
3. Aside from the cases referred to in the previous paragraph, the guarantee, is however limited to the replacement or repair of the defective product, according to the discreet choice of Anselmi – with the exclusion of any further right of the Customer to claim compensation for damages or payment of other amounts of another type – and is subject to written notification (by certified e-mail or registered mail) to Anselmi about the existence of the flaw, within (8) eight days from the delivery of the Products (in the case of a patent defect) and (8) eight days from the discovery of it (in the case of hidden defects or flaws, which cannot be identified immediately by resorting to ordinary diligence) and however, subject to the full payment of the stipulated price.
4. The allegedly defective Products must be sent immediately to Anselmi at the cost and expense of the Customer (unless otherwise agreed by the parties), to enable Anselmi to carry out all the necessary checks.
5. Anselmi further guarantees that the Products sold comply with Italian and European legislation, with the exclusion of any further provision in force in countries outside the European Union. 9.8 With regard to what is stated in point 9.3., and with the exception of the case of fraud or gross negligence, Anselmi has no liability for any damage from and/or connected to flaws in the Products, such as for example, profit loss or loss of chances suffered by the Customer.

X. Intellectual property rights

1. Intellectual property rights are the full and exclusive property of Anselmi and their communication or use within these Conditions of Sale do not confer in relation to them, the attribution of any right or claim to the Customer, who undertakes not to commit any act that is incompatible with the ownership of intellectual property rights.
2. The Customer declares that Anselmi is the exclusive owner (i) of the general trademark “Anselmi” and of the special trademarks relating to the different types of products, (ii) of the patents, patent applications and

utility models regarding the Products, if any, (iii) of the know how relative to technical solutions applied to the Products and, accordingly consequently, will refrain from any act and/or action that may prevent, restrict or impede the full enjoyment by Anselmi of its intellectual property rights and will adapt to the requirements of Anselmi on the matter.

XI. Export Controls

(1) The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus or for use in the Russian Federation or the Republic of Belarus any goods supplied by ANSELMI.
(2) The Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
(3) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the relevant agreement, and ANSELMI shall be entitled to seek appropriate remedies, including, but not limited to:
(i) termination of this Agreement; and
(ii) the Customer shall bear full civil, administrative, or criminal liability for such violation.
(5) The Customer shall immediately inform ANSELMI about 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 the ANSELMI information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

XII. Express termination clause

Anselmi will have the right to terminate, pursuant to and in accordance with Article 1456 of the Italian Civil Code, at any moment by written notification sent to the Customer – by certified e-mail or registered mail – theindividual Sale in the event of non-fulfilment of the obligations foreseen in points 4 (Price and transfer of ownership); 7 (Payments); 9 (Flaws and defects); 10 (Intellectual property rights).

XIII. Applicable law and jurisdiction

1. The Conditions of Sale and each individual Sale will be governed and interpreted in compliance with Italian Law with the exclusion of the 1980 Vienna Convention on contracts for the international sale of goods.
2. All disputes deriving from or connected to these Conditions of Sale and/or each individual Sale will be subject to the exclusive jurisdiction of the Court of Treviso or, where functionally competent, of the Court of Venice, Specialised Division in Business Law.