Special Terms and Conditions of Wittur S.p.A. ("WITTUR") for the Middle East Market

I. Applicability

The following terms and conditions shall apply for the sale of goods, the performance of work as well as for the supply of other deliverables by WITTUR either directly or indirectly into the Middle East Market towards a person or partner with legal capacity (entrepreneur) that either has its principal place of business in the Middle East Market or exports Wittur goods to the Middle East Market. The Middle East Market shall be defined as a territory comprising the following countries: Egypt, Syria, Jordan, Iraq, Kuwait, Qatar, Bahrein, UAE, Oman, Kingdom of Saudi Arabia.

II. General

1. All deliveries and services are based on these terms and conditions, as well as on any separate contractual agreements. **Deviating terms and conditions of purchase on the part of the Purchaser shall not become part of the contract, even upon acceptance of the order, or if the deviation is in non-essential issues only.**
   Unless otherwise agreed, a contract shall be concluded with WITTUR's written confirmation.
2. WITTUR reserves the property rights and copyrights to samples, cost estimates, drawings and the like, information, physical and non-physical in nature - also in electronic form; they may not be made accessible to third parties.
3. The present General Terms and Conditions and the separate agreement between the parties include the entire agreement. **Former practices, customs or agreements between the parties, further than the practices and customs acknowledged in the given sector, do not become part of the contract. The Purchaser declares that it acknowledges the clauses of this General Terms and Conditions and explicitly accepts the conditions.**

III. Price, payment, financial situation of the Purchaser

1. Unless otherwise agreed, prices shall be ex works, including loading at the plant, but excluding packaging and unloading. Value added tax applicable at the respective statutory rate shall be added to the prices. **Where a price list is shown, the prices shown are subject to variation at any time and without notice. If for any reason beyond the control of WITTUR, costs of material, inflation costs, labour, storage and delivery of the goods and any ancillary costs shall rise or fall, WITTUR reserves the right to vary the price of the goods ordered. In the event of significant cost increases, this applies also for costs occurring after the conclusion of the contract and prior to effecting the delivery, if such cost increases could not be foreseen with sufficient certainty**.
2. In the absence of a special agreement, payment shall be made in advance of delivery and without any deduction, i.e., the total amount is due without deductions as soon as the Purchaser has been informed that the main parts are ready for collection.
3. **The Purchaser shall only have the right to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or have been finally determined by a court of law.**
4. **To the extent permitted by law, ongoing insolvency or bankruptcy proceedings against the Purchaser's assets entitles WITTUR to withdraw from the contract and to demand the immediate return of the delivery item.**
5. **If, after conclusion of a contract with the Purchaser, it becomes apparent that the fulfilment of the Purchaser's contractual obligations is at risk due to its financial situation (in particular, in the event of suspension of payments, application for the opening of insolvency proceedings, seizure or execution measures, raising of bill or cheque protests and return of direct debits, also vis-à-vis or to third parties), WITTUR shall be entitled, at its own discretion, to withhold delivery until either advance payment of the purchase price or provision of appropriate security.**
6. **Should the advance payment or security deposit pursuant to Section III.5 not be provided by the Purchaser within 2 (two) weeks, WITTUR shall be entitled to rescind the corresponding agreement.**

IV. Delivery periods and dates, delay in delivery

1. Deliveries are made EXW in accordance with Incoterms 2020 from the respective company of WITTUR or from another place as designated by WITTUR, unless expressly agreed otherwise.
2. **Delivery periods and dates shall be individually agreed. They are non-binding, unless they are expressly specified as binding in the individual contract.** Delivery deadlines shall commence upon conclusion of the contract, unless expressly agreed otherwise. However, **delivery deadlines shall not commence until all commercial and technical questions between the parties to the contract have been clarified and the Purchaser has fulfilled all cooperation obligations incumbent upon him, such as the provision of the necessary official certificates or permits, and, to the extent that advance payment has been agreed, not before receipt of the agreed payment by WITTUR.** This does not apply when WITTUR is responsible for the delay.
3. **Subsequent changes to the contract agreed between the parties may result in an extension of the agreed delivery deadlines and a postponement of the delivery dates.**
4. Compliance with the delivery deadlines and dates shall be subject to the correct and punctual delivery to WITTUR on the part of WITTUR's own suppliers.
5. WITTUR shall make the delivery item available for collection by the Purchaser at the contractually-agreed place of delivery before expiry of the respective delivery deadline and inform the Purchaser accordingly. The Purchaser shall collect the delivery item at the contractually agreed place and date of delivery. Deviating agreements are reserved.
6. If the delivery of the delivery item is delayed for reasons for which the Purchaser is responsible, the costs incurred as a result of the delay shall be charged to the Purchaser.

V. Transfer of Risk, Default of Acceptance, Partial Deliveries

1. The risk of accidental loss and accidental deterioration of the delivery item shall pass to the Purchaser upon delivery. When the delivery item is to be accepted by the Purchaser in accordance with the contractual agreement and the type of order, acceptance shall be decisive for the transfer of the risk in cases of accidental loss and accidental deterioration of the delivery item. For the rest, the statutory provisions of the law governing contracts for work and services shall also apply mutatis mutandis to an agreed acceptance.
2. The Purchaser shall be in default of acceptance if he does not collect the delivery item on the bindingly-agreed delivery date or, in the case of contractually-agreed acceptance, does not accept the delivery item despite readiness for acceptance. In the case of non-binding delivery periods or dates, WITTUR can inform the Purchaser within a period of two weeks that the delivery item is ready for collection and/or, in the case of contractually-agreed acceptance, that the items is ready for acceptance; if the customer does not collect and/or take delivery of the goods upon expiry of the period, he shall be in default of acceptance.
3. If the Purchaser is in default of acceptance, if he fails to cooperate or if WITTUR delays delivery for other reasons for which the Purchaser is responsible, WITTUR shall be entitled to demand compensation for the resulting damage and for any additional expenses incurred (e.g., storage costs). **WITTUR will charge the Purchaser additional expenses of EUR 15.00 per square metre and per month for any storage costs incurred for the above-mentioned reasons as penalty payment, without prejudice to any greater damages.**
4. WITTUR shall be entitled to make partial deliveries provided that their acceptance is not unreasonable for the Purchaser, and in particular when the delivery of the remaining ordered delivery item is secured and the Purchaser does not incur any considerable additional expenditure or costs as a result of this (unless WITTUR declares its willingness to bear these costs).

VI. Retention of title, insurance

1. **WITTUR retains its title to the delivery item until receipt of the purchase price of the delivery item.**
2. The Parties agree that when the goods delivered by WITTUR are resold to Purchaser's contractual partners, the Purchaser shall inform its contractual partner about the retention of title.
3. The Purchaser is obliged, upon request, to provide complete and exhaustive information on the whereabouts of the goods that were delivered subject to retention of title, the obligations acquired thereby by the Purchaser and the person of the third party.
4. Any assignment of claims, as far as they originate from deliveries of goods obtained from WITTUR to third parties, in particular for the purpose of obtaining credit, is excluded. The Purchaser is obliged to inform WITTUR immediately of any seizures or other restrictions pertaining to WITTUR's ownership. A breach of this obligation shall render the Purchaser liable for damages. Any intervention costs incurred shall be borne by the Purchaser.
5. The Purchaser must insure the delivery item against transport, fire, theft, and water damage from the time it is handed over to the final transfer of ownership and bear the costs thereof.

VII. Warranty

WITTUR provides the following warranty for material defects and defects of title of the delivery to the exclusion of further claims - subject to Section VIII:

1. **The Purchaser's rights in respect of defects presuppose that he inspects the delivery item on delivery in respect of quantity and quality and provides proper notice of defects immediately. Should the Purchaser not provide a proper notice of missing quantities or defects immediately, the delivery item qualifies as accepted and Purchaser loses its right to warranty unless there was a hidden defect which was not discoverable during inspection.**
2. Complaints must be made in writing with a specific indication of the defect. **WITTUR must be notified in writing of incomplete deliveries and other recognizable defects immediately, but at the latest within one week after delivery; notification is to be made regarding hidden defects immediately and at the latest within one week after their discovery**. Acceptance and/or approval of the delivery item may not be refused for reason of defects which do not make the item unsuitable for use or reduce its value appreciably. Claims arising from delayed notification of defects are excluded.
3. The costs for the inspection of the delivery item shall be borne by the Purchaser.
4. In the case of defective goods, **WITTUR shall, at its own discretion,** provide subsequent performance by remedying the defect (subsequent improvement) or deliver a defect-free item (subsequent delivery).
5. After agreement with WITTUR, the Purchaser must give WITTUR the necessary time and opportunity to carry out all repairs and replacement deliveries that appear necessary. **Only in urgent cases, where operational safety is endangered, or so as to prevent disproportionately large damage, whereby WITTUR is to be informed immediately of the intended remedying method and the estimated expenditure for remedying the defect - if possible in writing - and the remedying method is to be agreed with WITTUR, the Purchaser shall have the right to remedy the defect himself or have it remedied by third parties, and then demand reimbursement of the necessary expenditure from WITTUR.** The right of self-remedy does not exist if WITTUR would be entitled to refuse a corresponding subsequent performance in accordance with this Section VII.
6. Of the costs arising from the repair or replacement delivery, WITTUR shall bear - insofar as the complaint proves to be justified - the costs of the replacement part, including any agreed shipping costs.
7. Within the context of the statutory provisions, the Purchaser has a right to withdraw from the contract if WITTUR - by taking into account the statutory exceptions - allows a reasonable period of time to remedy the defect or to make a subsequent delivery owing to a material defect to lapse fruitlessly. The Purchaser's right of withdrawal or the assertion of a claim for damages instead of the entire performance is excluded in the event of the existence of a defect that does not make the delivery item unsuitable for use or reduce its value appreciable.
8. Any guarantees other than those set out in this clause will be assumed by WITTUR only when a special agreement has been made. **Any reference to technical standards, e.g., DIN standards, serves only to describe the goods and does not constitute a guarantee.**
9. No warranty is assumed in particular in the following cases: unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, use of non-original WITTUR or counterfeited parts within original WITTUR parts by the Purchaser or third parties (provided that such non-original WITTUR or counterfeited parts have caused the defect or essentially contributed to the defect), natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences - insofar as WITTUR is not responsible for them.
10. If the Purchaser or a third party carries out improper repairs, WITTUR shall not be liable for the resulting consequences. The same shall apply to changes to the delivery item made without WITTUR's prior written consent.
11. The limitation period for warranty rights shall be five (5) years from delivery of the delivery item. However, this limitation shall not apply if (i) a defect has been fraudulently concealed or (ii) a guarantee has been given for the quality of the delivery item (in this respect, the guarantee regulation or limitation period resulting from the guarantee may apply). In the event of claims for damages, this limitation shall not apply in the following cases: (a) injury to human life, physical safety or health, (b) wilful misconduct and (c) gross negligence on the part of WITTUR and (d) liability according to the provisions of the applicable law on product liability.

VIII. Liability

1. WITTUR shall be liable irrespective of the type of breach of duty, including unlawful acts, when WITTUR acted with intent or gross negligence.
2. **WITTUR shall be liable for negligence only up to the amount of the foreseeable damage at the time the relevant contractual obligations are assumed.**
3. Any liability on the part of WITTUR – for whatever legal reasons – is excluded for damages that have not occurred to the delivery item itself. Therefore, WITTUR shall not be liable under any circumstances for consequential damages, indirect damages, financial losses, damages due to delay, damages to third parties, immaterial damages, loss of profits, as well as damages resulting from loss of production, loss of use or the like.
4. The limitations of liability and exclusions in Sections VIII.1., VIII.2. and VIII.3. shall not apply to damages resulting from injury to life, body or health or in the event of fraudulent concealment of defects when WITTUR acted with intent or gross negligence, or in the event of liability for claims based on the provisions of the applicable law on product liability.
5. Insofar as WITTUR's liability is excluded or limited, this shall also apply to WITTUR's employees, workers, representatives and vicarious agents.
6. WITTUR's obligations based on quality or durability guarantees are not restricted by the provisions in Sections VIII.1. to VIII.4.

IX. Forfeiture

Any claims of the Purchaser - on whatever legal grounds - must be exercised, under penalty of forfeiture, within 12 (twelve) months from the event giving rise to the claim. Provisions in Section VII.11., sentence (ii), remain unaffected.

X. Force Majeure

1. If WITTUR is hindered in its performance of its contractual obligations due to force majeure such as mobilization, war, terrorism, riots, natural disasters, flooding, fire, explosions or other unforeseeable circumstances for which WITTUR is not responsible, such as strikes or lawful lock-outs, operational or transport disruptions, difficulties in procuring raw materials, virus and other attacks by third parties on the IT system of WITTUR, insofar as these occur despite the observance of the usual care taken in protective measures, as well as direct or indirect effects of epidemics or pandemics (including COVID-19), including associated official authorities, legal or other measures, the agreed delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period. WITTUR shall not be held responsible for the aforementioned circumstances even if they occur during an already existing default. WITTUR shall inform the Purchaser of the beginning and the expected end of such circumstances as soon as possible.

2. In the event of force majeure, WITTUR also has the right (a) to reject an order or (b) if the hindrance lasts 6 (six) weeks or longer to cancel an order. If the hindrance lasts 6 (six) weeks or longer, the Purchaser may also rescind the contract.

XI. Compliance with regulations and export

1. Purchaser shall comply with all applicable legal, regulatory, and governmental requirements, including applicable import and export regulations and other laws of the country in which Purchaser sells, otherwise places on the market, or uses the goods. Purchaser shall obtain and maintain, in a timely manner, all necessary permits and licenses and any other authorizations required to use or export the goods under all such applicable laws.
2. WITTUR is entitled to withhold delivery to the Purchaser if the delivery to the Purchaser would violate such applicable laws or if the required permits have not been procured and this is not due to the fault or responsibility of WITTUR.
3. WITTUR also reserves the right (a) to reject an order or (b) to cancel an order if such order or the subsequent delivery would infringe applicable sanction laws or embargoes.
4. The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation/Belarus or for use in the Russian Federation/Belarus any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No. 765/2006.
5. The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph 4 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
6. The Importer/Buyer 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 4.
7. Any violation of paragraphs 4, 5 or 6 shall constitute a material breach of an essential element of the Agreement, and the Exporter/Seller shall be entitled to seek appropriate remedies, including, but not limited to a) termination of the Agreement; and b) a penalty of 100% of the total value of the Agreement or price of the goods exported, whichever is higher.
8. The Importer/Buyer shall immediately inform the Exporter/Seller about any problems in applying paragraphs 4, 5 or 6, including any relevant activities by third parties that could frustrate the purpose of paragraph 3. The Importer/Buyer shall make available to the Exporter/Seller information concerning compliance with the obligations under paragraph 4, 5 and 6 within two weeks of the simple request of such information.

XII. Applicable law, place of jurisdiction

1. Italian law, without application of the international private law rules, shall apply exclusively to all legal relationships between WITTUR and the Purchaser. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. The place of jurisdiction and venue shall be exclusively the Court of Milan, Italy. However, WITTUR is entitled to file a lawsuit at the Purchaser's headquarters.

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In accordance with Articles 1341 and 1342 of the Italian Civil Code, the Buyer acknowledges to have carefully read and expressly accepts the following Sections of these General Terms and Conditions of Wittur S.p.A. ("WITTUR"): III. (1.), (3.), (4.), (5.), (6.) (*Price, payment, financial situation of the Purchaser*); VI. (4.) (*Retention of title, insurance*); VIII. (1) (*Limitation of liability*); IX. (*Forfeiture*); and XII. (*Applicable law, place of jurisdiction*).