

ANTONIO GUERRASIO S.R.L.

GENERAL CONDITIONS OF SUPPLY

Version no. 1 / 2022

These General Terms and Conditions cancel and replace all the previous ones

Art. 1 GENERAL PROVISIONS

1. These general terms and conditions, which can be found and consulted on the home page of ANTONIO GUERRASIO SRL at the following website URL:\http: www.vertebra.com, regulate all the current and future supply contracts between the parties, except for possible derogations for the specific case agreed in writing. Any derogations to the present discipline agreed between ANTONIO GUERRASIO SRL (from now on,also only, the "Supplier") and its Customer are valid only for the single supply to which they refer and do not deny the efficacy of the article as a whole that continues, therefore, to regulate the present and future relations between the parties except for what has been specifically agreed in writing for the specific case. These general terms and conditions are to be considered applicable to the entire production of ANTONIO GUERRASIO SRL independently of reference to a specific Catalogue.
2. With the specific approval ex art. 1341, second paragraph, c.c. of the present article, the Customer renounces to make use towards ANTONIO GUERRASIO SRL of its own terms and conditions and accepts that the Supplier can modify unilaterally the content of the present terms and conditions to be valid for all subsequent contractual relationships with the same Customer.
3. The parties agree that the contractual relationships established under these general terms and conditions are regulated exclusively by Italian substantive and procedural law. In the case of communications and/or contractual documents drawn up both in Italian and foreign languages, the parties agree that, in the event of doubt as to the exact meaning to be attributed according to the Italian language rather than the other to certain terms, phrases and/or sentences used by the parties, reference must be made exclusively to the meaning derivable from them according to the Italian language, which is to be intended, for this purpose, as the elective and prevailing language

Art. 2 FORMATION AND SUBJECT OF THE CONTRACT. ORDERS. CANCELLATION OF ORDERS. NEW ORDERS AND ADDITIONS

1. The order must be sent to ANTONIO GUERRASIO SRL by fax or by email signed for acceptance by the Customer, to be valid as an order proposal and filled in, under penalty of non-receipt, in all its parts (Company name, address, contact person, article code, telephone and fax number, bank of support etc.), on the appropriate form prepared by ANTONIO GUERRASIO SRL. ANTONIO GUERRASIO SRL reserves the right, at its own discretion, to consider as equivalent to the order, the sending by fax or email or brevi manu of the final drawings elaborated by the same, when they are returned to the Supplier signed for acceptance by the Customer or, in any case, validated for acceptance by the same Customer. The contract is always intended, by express agreement between the parties, to be concluded at the registered office of the Supplier ANTONIO GUERRASIO SRL in Roccapiemonte (SA) – Italy
2. Order proposals are not binding for the Supplier and orders are considered accepted only after written confirmation of the same or their execution. Only the text of the order signed by the Customer and in the possession of the Supplier is considered authentic between the parties. The sending to the Customer of the

final drawings prepared by ANTONIO GUERRASIO SRL, when 3 (three) days have passed since they were sent to the Customer without any written comment having been received by the Supplier, they are intended to be definitively accepted by the Customer, with the consequent faculty for ANTONIO GUERRASIO SRL to start production of the order.

3. The signatory of the order is responsible for the payment of the supply even if it is ordered on behalf of a third party and on jointly and severally with the same. The order obligates the signatory of it with the Customer indicated in the heading of the order without limitation of time, in express derogation of Art. 1957 of the Civil Code.
4. Any variation in quantity, quality and type of the goods to be supplied with respect to the order proposal signed by the Customer must be accepted in advance by ANTONIO GUERRASIO SRL. If the order has not been started in production and the change requested by the Customer is possible, the same order will be submitted to the order confirmation process. The order of the Customer (retailer or not) constitutes a firm and irrevocable proposal to purchase. No order can be cancelled without the written authorization of the Supplier ANTONIO GUERRASIO SRL. In any case, the right of ANTONIO GUERRASIO SRL to claim compensation for damages against the Customer for cancellation of orders remains valid. All additional orders to the main supply will also be subject to these general terms and conditions. It is recognized that ANTONIO GUERRASIO SRL has the faculty to assign the credits deriving from this contract to third parties, as well as the same contract. The same faculty to assign the credits and the contract is not recognized to the Customer.
5. ANTONIO GUERRASIO SRL retains the property and copyrights on all technical and commercial documentation prepared by himself.

Art. 3 PAYMENT AND DELIVERY TERMS. SUSPENSION OF THE SUPPLY(S).

1. The Supplier can revoke or modify, restricting them, the deferred payment terms originally granted to the Customer if he is not able to provide the promised guarantees or if the commercial, economic and financial references of the same do not offer, if they are modified during the course of the relationship, suitable guarantees for the satisfactory completion of the supply. Under the same conditions, ANTONIO GUERRASIO SRL can also suspend the execution of the supply or supplies in progress with the same Customer. The same is applicable in the case of unpaid invoices, even if they relate to different supplies from the one subject to suspension.
2. When the production of the goods object of the supply is completed, if the hypotheses mentioned in the preceding paragraph are verified, the Customer is obliged to pick up the goods ordered by ANTONIO GUERRASIO SRL with simultaneous payment, under the penalty of compulsory execution according to art. 1515 of the Italian Civil Code and compensation for damages.
3. If the Customer asks the Supplier to provide directly for the delivery of the supply, the transport costs to be paid to ANTONIO GUERRASIO SRL before the execution of the same will be charged to the Customer: in this case, the risks of loss and/or damage connected to the transport will also be at charge of the Customer, without any charge being made to ANTONIO GUERRASIO SRL.

In this case, the risks of loss and/or damage connected to the transport shall also be at the expense of the Customer without any imputation to ANTONIO GUERRASIO SRL. The delivery of the goods, which in any

case will be carried out by the vehicle considered suitable by ANTONIO GUERRASIO SRL, in any case it does not provide for the loading of the same at destination or the "pulling in site", which it remains the responsibility of the Customer.

4. As a rule, the delivery of the goods takes place "ex-warehouse or ex-works" (c.d. "EX WORKS") at the headquarters of ANTONIO GUERRASIO SRL in Roccapiemonte (SA) – Italy, rather than at the Operating Headquarters or local units of the Supplier. In this case, the goods must be picked up by the Customer within and no later than 7 (seven) days from receipt of the communication with which the Supplier advises that the goods are ready for pick-up.
5. For every day of delay in picking up the goods, the Customer will be charged a penalty in the amount of 5% of the purchase price of the same, except for any greater damage. However, the Supplier reserves the right to deposit the goods, on behalf of and at the expense of the Customer, in a public warehouse in accordance with Article 1514 of the Civil Code.
6. If upon delivery of the goods there are differences between the order proposal sent by the Customer and the specification in the order confirmation, only the information in the order confirmation of the Supplier will be considered valid and effective.
7. The delivery terms indicated in the contract, in days or weeks or months rather than on a fixed date, are to be considered indicative only and not definitive for the Supplier, whereas it is also intended that, in any case, the non-payment, in total or in part, of the deposit mentioned in art. 8 below, or of the different amount agreed between the parties for this purpose, gives ANTONIO GUERRASIO SRL the right not to start the production of the order.
8. In case of a late payment of the deposit compared to the agreed schedule, ANTONIO GUERRASIO SRL will not be obliged to respect the delivery term agreed originally with the Customer, as it is expressly recognized the right to arrange a new delivery term, fixed date rather than days, which term will be included, in any case, within the 12 months following the full payment of the deposit. The same consequences apply if the Customer has not expressly approved the final drawings sent by ANTONIO GUERRASIO SRL.
9. In the event of forfeiture of the benefit of the term referred to in art. 9 below, any production activities and delivery terms imposed on ANTONIO GUERRASIO SRL for supplies in progress and/or new orders shall be automatically suspended until full payment by the Customer of the debts opened against the Supplier, excluding any form of compensation for damages in favour of the Customer. In the event of forfeiture of the benefit of the term of the Customer, after payment has been made, ANTONIO GUERRASIO SRL will identify a new delivery term, with a fixed date rather than days, a term included, in any case, within the 12 months following the crediting of the balance of the supplies suspended due to the non-fulfilment of the Customer. It remains in any case except compensation for any damage suffered by ANTONIO GUERRASIO SRL. In any case, the compensation for any damage suffered by ANTONIO GUERRASIO SRL remains unaffected.
10. Any possible delays cannot be considered compensation for damages or cancellation or reduction of the order, and unexpected events, such as strikes, electricity suspensions, fires, transport difficulties, machine breakdowns, difficulties in supplying raw materials, etc., constitute cases of force majeure for the Supplier. In the event of non-delivery of the ready goods, for reasons not dependent on the Supplier, the

terms of payment will also run from the notice of ready goods and, at the expense of the Customer, the storage/warehouse expenses equal to €100.00 will be charged, with the exoneration of the Supplier from any responsibility for fire or damage. The compensation for any damage suffered by ANTONIO GUERRASIO SRL remains unaffected, as well as the claim for the penalty for delay referred to in paragraph 3.5 of the present article.

11. If, before their execution, the fulfilment of the obligations of ANTONIO GUERRASIO SRL has become - for any reason unpredictable by a businessman in the sector with normal experience - excessively onerous in relation to the original agreed counter-performance - so as to modify the relationship is 10% or more - ANTONIO GUERRASIO SRL can require a revision of the contractual conditions or in the absence of agreement within 15 days from the request, withdraw from the contract without any charges and/or penalties whatsoever and without the Customer can claim compensation, indemnity and/or damages.
12. If there are delays in delivery, the Customer cannot terminate the contract for default of the Supplier, except if the delay is more than 180 working days with respect to the contractually agreed delivery date -
i.e. in accordance with the provisions of paragraphs 3.8 and 3.9 - and always if the causes of the delay are due to the gross negligence of the Supplier.

Art. 4 TRANSPORT. PACKAGING AND RETURNS

1. The goods travel at the risk and peril of the Customer except if it is agreed otherwise in writing. The delivery of the goods to all intents and purposes is intended to be made at the moment of delivery to the driver or forwarder and the contract is always concluded at the registered headquarters of the Supplier, even if the negotiations have been conducted by Agents who must always be considered as lacking any representative power of the same. The provisions of Article 3.3 above remain unaffected.
2. In the event of a discrepancy in quantity of the goods indicated in the delivery note or other equivalent document (C.M.R. etc.) and that which the Customer claims to have received the quantity indicated in the transport document or other equivalent document adopted by the parties (C.M.R. etc.) will prevail.
3. The packaging of the goods sold shall comply with the regulations both for transport by land, rail and road, and for transport by sea. Packaging different from the standards adopted by the Supplier will be subject to an increase of the price to be agreed upon in the order.
4. In the absence of specific agreements for particular packaging, ANTONIO GUERRASIO SRL will provide, according to its own practice, for the execution of the same, which the Customer recognizes to be executed in a workmanlike manner. The Supplier will not accept the above packaging back, unless there are special agreements for special packaging or pallets or other.
5. ANTONIO GUERRASIO SRL does not accept returns of goods if they have not been expressly authorized by the same in writing in advance.
6. In the event that ANTONIO GUERRASIO SRL authorizes the return of products/goods in written form, these must be returned in their original packaging. The returned goods must be accompanied by a return transport document or other equivalent document containing the quantity and description of the returned items. In the case of returns not authorized by ANTONIO GUERRASIO SRL, they will be rejected and returned at the expense of the sender who will also be charged for any other related charges.

Art. 5 PRICES

1. The prices, VAT excluded, are intended for goods delivered "ex works" at Roccapiemonte (SA)- Italy, rather than at the operational headquarters or local units of the Supplier, as it will be specified in more detail in the order confirmation, except as otherwise agreed in the written form. Prices are intended as units.
2. Prices do not include export charges (customs duties, import tax, etc.), as well as loading/unloading, transport and insurance costs, which are the responsibility of the Customer.

Art. 6 COMPLAINTS

1. Complaints of any kind and those of apparent defects, in order to be valid, must be made by certified e-mail, in the Italian language, within the deadline under penalty of forfeiture, of 8 (eight) days from the arrival of the goods, without prejudice, in any case, to the provisions of paragraphs 6.6 and 6.7 below
2. The lack of conformity of the colour or finish of the material supplied with compared to the information represented in the ANTONIO GUERRASIO SRL Catalogues cannot constitute a valid claim in any case. The colours of the articles shown in the images in the catalogues, the website of supplier, magazines and anything else, are purely indicative, as the same images must be intended as strictly indicative of ANTONIO GUERRASIO SRL production, as well as any samples without commercial value. The Supplier reserves the right to modify, without any obligation to give prior notice, the technical and aesthetic characteristics of its production according to the continuous technological evolution, guaranteeing in any case the quality of the material supplied.
3. The Client accepts that the product supplied can be different in appearance and, in some cases, in dimensions compared to the information represented in the illustrative material of ANTONIO GUERRASIO SRL (Catalogues, Executive Drawings, Internet Site, advertising in Specialized Magazines etc.).
4. Considering the type of material supplied by ANTONIO GUERRASIO SRL, the possible non-homogeneity of the colour of the products supplied at different times cannot be claimed.
5. Any changes to the final product made by ANTONIO GUERRASIO S.r.l. in relation to the eventual "executives" delivered by the Customer cannot ever constitute the cause for complaint and/or contestation for supposed non-conformities of the executed product compared to the designed one, only the final drawings countersigned for acceptance, prepared by ANTONIO GUERRASIO S.r.l. or presumably accepted by the Customer according to the provisions of article 2.2 above, being the only valid documents for this purpose.
6. Once the material has been delivered to the Customer (delivery is always considered completed at the registered office rather than at the operating office or one of the local units of the Supplier), it is considered to be accepted and appreciated by the Customer with the signature of the delivery note, either directly or through the designated transport company, in relation to both to the quality and number of pieces and accessories for use. The Supplier is not responsible for missing or damaged materials for any reason after the direct delivery to the Customer or to the forwarder, who always intervenes at the registered office rather than at the operational headquarters or one of the local units of ANTONIO GUERRASIO SRL.
7. The consignee undertakes to carefully examine the goods upon delivery at the registered office rather than at the operating office or one of the local units of ANTONIO GUERRASIO SRL and to note in writing any

discrepancies or damages. Missing, damaged or tampered packages must be imperatively indicated on the delivery note of the goods before the signature of the same by the consignee, a copy of the same must be promptly delivered/sent to the Supplier ANTONIO GUERRASIO SRL under penalty of forfeiture of the rights of the Customer within and not later than 3 (three) working days following the same delivery, invariably, at the registered office rather than at the operating office or one of the local units of ANTONIO GUERRASIO SRL. ANTONIO GUERRASIO SRL will not accept generic reservations, such as, for example, expressions such as "subject to subsequent inspection" and other similar expressions. The recipient, after the delivery, is committed to stock the goods in a place protected from atmospheric agents and, however, suitable to preserve the characteristics/quality of the goods. ANTONIO GUERRASIO SRL is exonerated from any responsibility for damage to the goods in case of storage in an unsuitable place (for example, outside, in non-dry premises, etc.).

8. Complaints against invoice evidence must also be made within the peremptory term of 8 (eight) days from the availability/visibility of the same in the S.d.I. of the A.d.E., invoice which will be issued within the legal term.
9. Any conformity defects that are not evident and cannot be identified following the inspection of the goods during delivery at the registered office rather than at the head office or one of the local units of ANTONIO GUERRASIO SRL must be reported by the Customer, under penalty of forfeiture, by certified email, in Italian or English, within the peremptory term of 8 (eight) days, which term runs from the moment in which the goods arrived at the premises of the Customer.
10. Any other form of communication of the existence of flaws and/or defects and/or non-conformity of the goods will not be suitable to avoid forfeiture if it is not made in the form and terms provided for in the preceding paragraphs.

Art. 7 WARRANTY OF THE SUPPLIER

1. The Customer will agree with the Supplier all tolerances for use on dimensions and accessory types. If the goods cannot be used in part due to material or other defects objectively imputable to the Supplier, the same obliges the Supplier to repair and/or replace the goods in the shortest time possible or, if it is impossible to repair and/or replace the product, to reduce the price paid, excluding to the Customer any other right or claim for any reason or title. The entity of the reduction of the amount paid by the Customer to ANTONIO GUERRASIO SRL can never exceed 40% of the price actually paid for the product involved and in any case the determination of the reduction will be referred to the evaluation of technical third parties appointed by ANTONIO GUERRASIO SRL.
2. ANTONIO GUERRASIO SRL does not provide any warranty as to the compatibility of the products with other products used by the Customer and/or by the final purchaser, and it does not provide any warranty as to the suitability of the products with other products used by the Customer and/or by the final purchaser, unless the specific use is not deduced by the parties to the contract and ANTONIO GUERRASIO SRL has made specific warranty in this sense
3. The Supplier is not responsible for damage to the supplied goods resulting from negligence and/or non-compliance with the instructions for use by the Customer and/or third parties.
4. Complaints received in a different way from the provisions of Art. 6 "COMPLAINTS" will not be considered.

5. The authorization to send replacement goods under warranty must always be conditional on ANTONIO GUERRASIO verification of claims of the Customer: the same will be obliged to pay for the replacement goods ordered except for the following crediting procedure of mentioned below. The eventual credit will take place only after the Supplier has authorized the collection and received back the contested goods, having verified the causes of the claim. If, after analyzing the returned material, the causes of complaint appear to be unfounded because the contested defects/faults are not imputable to the Supplier, the Customer will not have the right to any credit.
6. All the articles supplied by the Supplier are guaranteed, except for the cases specified in art. 6 above, for quality and workmanship to perfection for 12 months from the date of delivery, which intervenes, always, at the registered office rather than at the operating office or one of the local units of ANTONIO GUERRASIO SRL. Any repair costs performed directly by the Customer or by third party companies commissioned by the same, without the prior, specific written authorization of the Supplier ANTONIO GUERRASIO SRL, cannot be recognized.
7. The Customer, in order for the guarantee to be operative, must return the material at the plant of ANTONIO GUERRASIO SRL, accompanied by a regular return note, reporting the invoice number and the product code.
8. All parts damaged during or due to transport, for bad and incorrect installation or maintenance, for negligence or incapacity of use, for tampering and in any case for causes not depending on ANTONIO GUERRASIO SRL.
9. The warranty is operative exclusively with regard to the direct Customer of ANTONIO GUERRASIO SRL and cannot be invoked by third parties having cause from the Customer except for the cases in which the warranty is not enforceable. Customer himself, except for the cases provided for by mandatory provisions of Italian law.
10. In any case, the warranty does not include collection from the headquarters of the Customer, as well as the labor necessary for the assembly of the component replaced rather than repaired and any other related charge

Art. 8 TERMS OF PAYMENT, AMOUNTING OF PAYMENTS, INTEREST ON LATE PAYMENTS

1. Payments must be made in the form indicated by the Supplier in the order confirmation. If the goods to be supplied are custom-made, the payments must be made, except as different written agreements between the parties, as to 50% as a deposit when receiving the order confirmation or of the final drawings prepared by ANTONIO GUERRASIO SRL mentioned in Article 2.1 above and as for the remaining balance, at least 7 (seven) days before the date scheduled for the delivery of the goods at the registered office rather than one of the local units of ANTONIO GUERRASIO SRL.
2. Except as otherwise specified by the Supplier, only payments made directly to the IBAN indicated by the Supplier will be effective, and any delays will be subject to legal interest at the rate envisaged by Legislative Decree No. 231/02, or at the legal rate increased by two percentage points if the supply concerns a consumer. The Supplier reserves the right, in derogation from Art. 1193 of the Civil Code, to assign any payment to the oldest debts, regardless of any different indication by the Customer.

3. The terms and methods of payment indicated in the order confirmation and invoice are considered as peremptory and definitive, and different conditions will not be accepted unless expressly agreed in written form with the Supplier.
4. Any charges connected to the payment of the fee (bank commissions, stamps, etc.) remains the responsibility of the Customer and the relative amount will be shown on the invoice issued by ANTONIO GUERRASIO SRL;
5. Failure to and/or delay and/or partial payment of even a single amount constitutes, by the express intention of the parties, a case of serious breach of contract by the Customer in accordance with Article 1455 of the Italian Civil Code and will constitute a reason for ipso jure termination of the contract in accordance with Article 1456 of the Italian Civil Code, with the right in any case for the Supplier to suspend the work/supplies still to be executed even if they refer to another contract, it being agreed that the sums paid up to that moment shall be retained by the Supplier as indemnity, without prejudice to compensation for any greater damages.
6. In the case of split payments, except for the faculty mentioned above, the advance payments will firstly be charged to cover the value-added tax (if applicable) and then to the taxable amount of the amount indicated on the invoice.
7. Payments cannot be suspended or delayed - not even partially - for any reason and it is prohibited to the Customer to raise any dispute before having properly discharged the payment obligation. It is not permitted for compensation with any credits owed by the Customer to ANTONIO GUERRASIO SRL unless prior written authorization by the Supplier. After the payment terms have passed, the Supplier is authorized to issue Ri.Ba. without further notice, with the relevant costs charged to the Customer. Any exemptions or tax benefits must be specifically communicated by the Customer at the moment of the order, otherwise the Supplier will apply the normal legal rates.

Art. 9 FORFEITURE OF THE BENEFIT OF THE TERM

9.1 In the case of agreed instalment payments, the non and/or late payment, full and/or partial, also of a single instalment within the established time, it will cause the immediate and automatic forfeiture of the Customer from the benefit of the term for the following payments according to art. 1186 of the Italian Civil Code, with the right for the Supplier to claim the entire amount agreed upon even if it relates to different orders. The issuance of bank notes and more generally of credit instruments and any commercial agreements stipulated between the parties do not constitute novation of the original payment obligation

Art. 10 INTERPRETATION - MODIFICATIONS

1. Any reference to the prices, general conditions or other informative material of ANTONIO GUERRASIO SRL is intended to refer to the documents in force at the moment of the same reference, unless otherwise specified.
2. Except for the cases provided by the present general conditions, any modification made by the parties to the contracts that are subject to these general conditions must be made in writing, under penalty of nullity. The derogation of one or more dispositions of these general conditions are not to be interpreted extensively or by analogy and does not imply any intention to not apply these present general terms and conditions as a whole. The eventual inefficacy of one or more clauses of the present document does not remove its effect as a whole, and, except for the unenforceability of the invalid clause, it will continue to govern the present and future relations between the parties.
3. The possible tolerance of facts, acts or behavior of the Customer by ANTONIO GUERRASIO SRL in violation of the present General Conditions of Contract cannot in any way be interpreted or considered

by the Customer as a tacit modification, abrogation or renovation of the obligations and rights deriving from the present Articles.

Art. 11 JURISDICTION - APPLICABLE LAW - DISPUTES - COURT OF JURISDICTION

1. All supplies and contracts concluded under these general conditions will be regulated by Italian law, both substantive and procedural, and devolved to the exclusive jurisdiction of the Italian Courts identified according to the following paragraph.
2. Any dispute relating to the interpretation, execution, resolution of the contracts concluded under these general conditions will be exclusively devolved, according to value, to the Justice of the Peace and/or to the Court of Nocera Inferiore, with express exclusion of all other alternative and/or concurrent Courts provided for by articles 18 and following of the Italian Code of Criminal Procedure, even if payment is agreed by RiBa or bill of exchange(s) domiciled at the debtor's premises, and cannot be waived even for call in guarantee and for reasons of connection or communion