

VALENTINI GLASS & COMPONENTS S.R.L.
GENERAL TERMS AND CONDITIONS OF SALE
(VERSION No. 01/2026)

1. Introduction and definitions

These general terms and conditions of sale govern the B2B contractual relationships between the Seller and the Purchaser concerning the sale/supply of Goods marketed by the Seller. These general terms and conditions of sale, together with the Seller's Order Confirmations, constitute a sales contract pursuant to art. 1470 of the Italian Civil Code, by which the Seller transfers to the Purchaser the ownership of the Goods described in the Order Confirmation, against payment of the relevant consideration. These general conditions, also together with the Seller's Order Confirmations, constitute an integral and substantial part of any sale/supply contract concluded by the Seller and, in addition to the provisions of article 2 (*Conclusion of the contract and general conditions*) below, prevail over any conditions adopted or proposed by the Purchaser, unless expressly derogated specifically accepted in writing by the Seller. The nature, technical characteristics, quantities and any other specification of the Goods to be supplied are indicated in the Order Confirmation, which forms an integral part of the contract together with these general conditions.

For the purposes of these general terms and conditions of sale and for the purposes of contracts:

- Seller means Valentini Glass & Components S.r.l., with registered office in Calcinato (BS), Via Sibilla Aleramo 40/A/B/C, Italy, tax code and VAT number 01661450989;
- Purchaser means the legal or natural person who purchases the Goods from the Seller for the exercise of his or her professional or commercial activity;
- Goods means the products marketed by the Seller that are the subject of the sale/supply, including the accessories, components and equipment specified in the Order Confirmation;
- Order means the contractual proposal made by the Purchaser;
- Order Confirmation means the written acceptance by the Seller of the Order transmitted by the Purchaser, containing the description of the Goods, the quantities, the prices and the conditions of supply.

These general conditions are drawn up in three languages, Italian, English and Spanish. With reference to sales contracts concluded by the Seller with Purchasers having their registered office in Italy, in the event of any discrepancy, the Italian version of these general terms and conditions shall prevail over the other versions. With reference to sales contracts concluded by the Seller with Purchasers having their registered office outside Italy, in the event of discrepancy, the English version of these general conditions will prevail over the other versions.

2. Conclusion of the contract and general conditions

The contract is finalized by means of the Order Confirmation, which is intended to be binding for both parties. The combination of the Order and the Order Confirmation must show all the essential elements of the supply, including the indication of the Goods covered by the contract, the quantities, the unit and total prices, the payment methods, the indicative delivery terms and any other relevant conditions. In the absence of express written acceptance, the Order shall be deemed accepted if the Seller commences the execution of the supply within the term indicated in the Order or, failing that, within a

reasonable time. The Order Confirmation prevails over any different and/or incompatible provisions contained in the Purchaser's Order. In the event of conflict between these general conditions and the Order Confirmation, the provisions contained in the Order Confirmation shall prevail.

These general terms and conditions of sale apply in accordance with art. 1341 of the Italian Civil Code and prevail over any non-conforming clauses contained in the Purchaser's Order, unless the latter have been expressly and specifically accepted in writing by the Seller. Pursuant to art. 1342 of the Civil Code, if the contract is concluded by means of forms or forms, the added clauses prevail over those of the form or form if they are incompatible with them, even if the latter have not been deleted, provided that the added clauses have been expressly approved in writing by the Seller. After the issuance of the Order Confirmation, in relation to the relevant specific Order, the changes to these general conditions must be agreed in writing between the parties and do not produce effects unless expressly signed by both. Any reference to the Seller's catalogues, brochures, price lists or other commercial documentation is merely indicative and does not bind the Seller, unless expressly agreed otherwise contained in the Order Confirmation.

3. Characteristics of the Goods

The Goods to be supplied are those specifically indicated in the Order Confirmation. The main technical characteristics of the Goods are set forth in the drawing shared with the Purchaser for its approval. The Order Confirmation will specify and describe the main characteristics of the products based on the Purchaser's request, subject to the limitations of the Seller's product characteristics.

The Purchaser is required to verify, at the time of delivery, that the materials match the description provided in the document shared for acceptance and to promptly report any deficiencies or discrepancies to the Seller, under penalty of forfeiture of the right to raise any claim regarding the sale. The Purchaser acknowledges and accepts that all the shared documentation constitutes confidential information of the Seller and undertakes not to disclose it to third parties without prior written authorization.

The Seller warrants that the Goods comply with the technical specifications set out in the Order Confirmation, as well as with the regulatory security standards applicable on the date of delivery. Any discrepancies with respect to the characteristics indicated in the Order Confirmation that do not substantially affect the suitability of the Goods for the use for which they are intended do not constitute a defect and do not entitle the Purchaser to refuse the Goods or to request a reduction in the price or any other remedy, without prejudice in any case to the provisions under the following article 7 (*Liability*).

4. Prices and payment

The prices of the Goods are those indicated in the Order Confirmation and are exclusive of value added tax and any other applicable tax or other charges. Prices are intended as Ex Works at the Seller's factory or warehouse, as specified in the Order Confirmation. The costs of transport, packaging, insurance, customs clearance and any other ancillary charges are borne by the Purchaser, unless otherwise expressly agreed in writing in the Order Confirmation. The Seller reserves the right to modify the prices indicated in its price lists at any time, it being understood that the changes do not apply to Order Confirmations already completed on the date of the change. If a period of more than ninety days elapses

between the date of the Order Confirmation and the date of delivery, the Seller reserves the right to adjust the prices to an extent corresponding to the changes in the costs of raw materials, labour, supplies, energy and transport during the period, giving written notice to the Purchaser.

Payment of the consideration must be made according to the methods and terms indicated in the Order Confirmation. In the absence of a different agreement, payment must be made by bank transfer to the current account indicated by the Seller, within thirty days from the date of issue of the invoice. Delay in payment, even partial, of the consideration will result in the application of default interest to the extent provided for by Legislative Decree 231/2002 and subsequent amendments, as well as the right of the Seller to suspend the execution of supplies in progress and to refuse the processing of other Orders/Order Confirmations until the credit has been fully satisfied.

The Purchaser may not suspend, delay or refuse payment or offset the receivables claimed by the Seller against any credits, claims or objections of the Purchaser, unless such credits, claims or objections have been definitively ascertained by a judgment that has become final or have been expressly acknowledged in writing by the Seller.

Any dispute relating to the Goods supplied, their conformity, warranty, performance of the contract or other relationship between the parties does not entitle the Purchaser to suspend, delay or reduce the payments due.

5. Delivery methods and terms - Ex Works

Unless otherwise agreed between the Seller and the Purchaser resulting from the Order Confirmation, the delivery of the Goods takes place in an Ex Works manner at the Seller's factory or warehouse indicated in the Order Confirmation, in accordance with the Incoterms 2020 published by the International Chamber of Commerce and without prejudice in any case to the provisions of these general terms and conditions.

Delivery shall be deemed to have been made and completed when the Goods are made available to the Purchaser and/or the appointed shipper, at the Seller's factory or warehouse, and at the same time determines the transfer of the risk of loss or deterioration of the Goods to the Purchaser. The Purchaser is required to collect the Goods within five working days of notification of their availability, unless otherwise agreed between the Seller and the Purchaser and, in such case, without prejudice to the Purchaser's obligation to notify the Seller in writing of the date of collection of the Goods with notice of not less than 5 (five) working days.

If the term for the collection of the Goods has elapsed without the Purchaser having collected them, the risk of loss or deterioration of the Goods is in any case already automatically transferred to the Purchaser and the Seller has the right to charge the Purchaser for the costs of custody and storage, or to terminate the contract by withholding any deposit paid as a penalty, except for compensation for greater damages.

Where the Order Confirmation relates to more than one Good, the Seller reserves the right to make partial and gradual deliveries of the Goods ordered, if production, logistical or supply requirements do not allow (or make it more expensive) to make available at the same time all the Goods covered by the Order Confirmation. In the case of partial deliveries, each delivery constitutes a stand-alone relationship and the Purchaser is obliged to collect the delivered Goods. It is understood that any partial and gradual deliveries will not entail changes in the terms and methods of payment.

The terms of delivery, even if indicated in the Order Confirmation, are intended indicative and not binding. Delivery terms are not essential within the meaning of art. 1457 of the Italian Civil Code, unless the parties have expressly agreed in writing in the Order Confirmation the peremptory nature of the term. The Seller undertakes to make every reasonable effort to comply with the indicative delivery terms, without assuming any liability for any delays that do not depend on wilful misconduct or gross negligence on the part of the Seller. The Purchaser expressly acknowledges and accepts that the Seller is not responsible for delays due to causes beyond its control, such as force majeure, strikes, transport interruptions, difficulties in the supply of raw materials, supplier delays, extraordinary and unforeseeable events, or other circumstances that make it impossible or excessively burdensome to comply with the indicative terms.

6. Warranty for defects

The Seller guarantees that the Goods are free from defects that make them unsuitable for the use for which they are intended or appreciably diminish their value, pursuant to art. 1490 of the Italian Civil Code. The warranty has a duration of twenty-four months starting from the date of delivery of the Goods and covers only defects that cannot be recognized with ordinary diligence at the time of delivery, as well as defects of conformity with respect to the technical characteristics expressly indicated in the Order Confirmation and in the shared documentation. Are excluded from the warranty defects resulting from normal wear and tear, improper use or use that does not comply with the instructions provided by the Seller, lack of maintenance, repairs or modifications or maintenance that are not carried out by the Seller, incorrect installation or installation that does not comply with the instructions provided by the Seller and/or contained in the Technical Documentation, accidental events, natural disasters, acts of third parties, or other causes not attributable to the Seller. Also excluded from the warranty are defects deriving from inadequate environmental or operating conditions (including as regards the methods and conditions of deposit and storage of the Goods) or other than those explicitly requested by the Purchaser, from the use of non-original consumables or spare parts.

The Purchaser forfeits the right to assert the defects if he does not notify them to the Seller within eight days of discovery, pursuant to article 1495 of the Italian Civil Code. The notification must be made in writing, by means of an e-mail message with confirmation of reading/receipt delivered to the addresses used to send the Order Confirmation in accordance with the provisions of article 16 (*Communications*) below, and therefore among other things with the exclusion of communications via chat, social media, telephone, etc., and must contain a detailed and circumstantial description of the defects found, with specific indication of the methods and circumstances in which the anomaly or defect occurred, the conditions of use of the Goods at the time of discovery of the defect, any maintenance or repair work carried out, as well as any other useful element to allow the Seller to verify the validity of the complaint. The Purchaser is required to provide the Seller with the required evidentiary documentation, which allows the existence, nature and cause of the reported defect to be ascertained. In the absence of a detailed and documented notification within the terms and in the manner indicated above, the Purchaser forfeits all rights relating to the notified defects.

Upon receipt of the notification, the Seller has the right to verify the defects notified by its own technical staff or by third parties of its trust. The Purchaser is required to allow the Seller or its representatives, where required, access to the premises where the Goods are located and in any case to provide any cooperation necessary for carrying out the checks. If the notified defects are recognized as well-founded

by the Seller and fall within the scope of the warranty, the Seller shall exclusively replace or repair the defective parts or components (subject to the definition of intervention to be carried out by third party operators), ex works, at its own discretion and without prejudice to the restoration of the substantial usability of the Good in question. Any other form of remedy, including price reduction and termination of the contract, is expressly excluded, unless otherwise agreed in writing between the Seller and the Purchaser. The Seller's liability is in any case limited exclusively to the value of the defective parts or components replaced or repaired, with the express exclusion of any liability for further damages, direct or indirect, such as, by way of example and not limited to, loss of profit, loss of opportunity, damage to image, damage to commercial reputation, interruption of production or commercial activity, damage to property or persons, disassembly and reassembly costs, transport costs, machine downtime costs, loss of products or materials, damage resulting from product defects. The replacement or repair of defective parts or components does not result in an extension or renewal of the warranty period, which continues to run from the date of original delivery of the Goods.

7. Liability

The Seller is responsible for the non-fulfilment of the obligations assumed with the contract pursuant to art. 1218 of the Italian Civil Code, unless he proves that the non-performance or delay was caused by the impossibility of performance resulting from a cause not attributable to him. The Seller's liability is strictly limited to the value of the defective Goods, with the express exclusion of any liability for further damages, direct or indirect. Expressly excluded from the Seller's liability are, by way of example and not limited to, loss of profit, loss of opportunity, damage to image, damage to commercial reputation, interruption of production or commercial activity, damage to property or persons deriving from the use of the Goods, disassembly and reassembly costs, transport costs, machine downtime costs, loss of products or materials, damage resulting from product defects, damage resulting from defects not promptly reported, damage resulting from improper use or use not in accordance with the instructions provided by the Seller, damage resulting from incorrect installation, damage resulting from lack of maintenance, damage resulting from interventions (including maintenance) by third parties that have not been agreed with the Seller or authorized by the latter.

In any case, the Seller's overall liability for breach of contract, for any reason and for any cause whatsoever, may not exceed the value of the Goods to which the breach refers, as resulting from the Order Confirmation. The Purchaser is obliged to take all measures reasonably necessary to limit the extent of the damage and cannot claim compensation for damages that could have been avoided by using ordinary care.

8. Retention of title and transfer of risk

The Seller retains the legal ownership of the Goods sold until full payment of the agreed price, pursuant to articles 1523 et seq. of the Italian Civil Code. Until the moment of transfer of ownership, the Purchaser assumes the status of custodian of the Goods and is responsible for their preservation in perfect condition according to the rules of professional diligence referred to in art. 1176 of the Italian Civil Code, refraining from any act that may prejudice the rights of the Seller. The Purchaser may not sell, pledge, lease or loan the Goods subject to retention of title without the prior written consent of the Seller, nor may he establish or cause to be established rights of third parties on such Goods. In the

event of a breach of this prohibition, the Seller has the right at its own discretion to claim the Goods from the third party purchasers and/or to request the termination of the contract for breach and/or claim damages. If the Purchaser does not fully pay the price within the agreed terms, the Seller has the right to recover the Goods, subject to formal notice by the Purchaser and after a period of fifteen days has elapsed for the Purchaser to fulfil the obligation to return the Goods. The return and/or recovery of the Goods takes place at the expense of the Purchaser and does not affect the Seller's right to take action for compensation for further damage and for the payment of the sums due by way of consideration, interest, custody costs and any other charge.

Without prejudice to the retention of title, the risk of loss or deterioration of the Goods is transferred to the Purchaser when the Goods are made available to the Purchaser at the Seller's factory or warehouse, in accordance with the Ex Works clause referred to in Article 5 (*Methods and terms of delivery - Ex Works*) which precedes and as provided therein.

9. Use and maintenance of the Goods

The Purchaser acknowledges and accepts that the Seller is not required to verify the suitability of the Goods for the specific needs of the Purchaser, nor to provide technical or commercial advice regarding the use of the Goods, unless expressly agreed otherwise contained in the Order Confirmation.

The Goods must be used in accordance with the indications provided by the Seller and the instructions shared with the Purchaser, as well as in compliance with current regulations on safety, hygiene and environmental protection. The Goods must be maintained according to the Seller's instructions and the instructions shared with the Purchaser and the Purchaser is required to use only original consumables and spare parts or spare parts expressly approved by the Seller, all this even under penalty of non-operation of the warranty referred to in Article 6 (*Warranty for defects*) above.

10. Technical or operational provisions

Without prejudice to the Ex Works clause, transport of special sizes or in special conditions are excluded from the quotation.

Cage packaging is excluded unless otherwise indicated in the Order Confirmation.

The Purchaser is required to return the returned easels received with the packaging to the Seller within 90 (ninety) days of delivery. If this period has elapsed without the Purchaser having returned the easels, they will be invoiced by the Seller to the Buyer, who will be required to pay the relevant amount.

Shipments or transport to high-altitude locations (mountain) products containing *vetrocamera* (insulating glass) must be specified in the Order, so as to agree with the Purchaser possible technical solutions to be adopted.

With regard to the usage and maintenance of the products – whether consisting solely of *vetrocamera* (insulating glass units) itself or complete final products – reference is made to the guidelines/prescriptions available on the Seller's website.

Special certifications will be issued only if previously requested and contractually confirmed also in the Order Confirmation.

11. Additional conditions relating only to Goods for the construction/naval sector

With reference to contracts concerning Goods for the construction sector, the following additional provisions shall also apply, in addition to all the terms and conditions provided for in these general conditions of sale:

- (i) invoicing at a multiple of 4 cm;
- (ii) invoicing to the circumscribed rectangle;
- (iii) the quotations are intended to refer to rectangular volumes and in the absence of measurements are to be considered indicative; for shaped volumes, increases to be agreed are applied;
- (iv) the Seller reserves the right to confirm the Order after verification of the executive dimensions;
- (v) the Seller does not carry out, either before or after the conclusion of the contract, any calculation check on the suitability of the composition;
- (vi) if the Order and/or the Order Confirmation are accompanied by a document without dimensional tolerances, the Seller will apply the ones it deems most appropriate according to the necessary production cycle and in any case up to a maximum of ± 3 mm; in any case, the Seller may change without prior notice the tolerances specified by the Purchaser and/or in the Order Confirmation, but incompatible with the technical-construction limits of the required material and/or technology in use, up to the maximum limit referred to above;
- (vii) tolerances and material conformity according to technical report UNI/TR 11404:2011 (referring to UNI 6534, UNI EN 356, 1279-1, 1279-5, 1863-1, 12150-1, UNI EN ISO 12543-6);
- (viii) with reference to glass with Spallsheild technology, volumes with BR2/NS BR3/NS BR4/NS BR5/NS BR6/NS characteristics naturally have a greater presence of dots than standard products; this does not constitute and will not be considered a defect, but a characteristic of the Good;
- (ix) requests for compliance with other standards or classification registers will be evaluated on a case-by-case basis.

12. Confidentiality and processing of personal data

The Purchaser and the Seller undertake to keep confidential all information of a technical, commercial, financial or other nature of which they become aware on the occasion of (or as a consequence of) the conclusion and/or execution of the contract. The obligation of confidentiality remains even after the termination of the contractual relationship for a period of five years and does not extend to information that is in the public domain or that one of the parties is required to disclose by law or by order of the judicial authority. The parties undertake not to use the above confidential information for purposes other than the performance of the contract and not to disclose it to third parties without the prior written consent of the other party, unless disclosure is necessary for the fulfilment of contractual obligations and takes place towards collaborators, consultants or suppliers who are in turn bound by confidentiality obligations. Breach of confidentiality obligations entails an obligation to compensate for the damage resulting from the disclosure.

Pursuant to EU Regulation 2016/679 on the protection of personal data, the parties undertake to process the personal data acquired in the context of the conclusion and/or execution of the contract in compliance with the principles of lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality. Each party, as an independent

data controller, undertakes to take appropriate technical and organisational measures to ensure a level of security appropriate to the risk, to promptly notify any personal data breaches and to cooperate with the competent supervisory authorities. Each party is responsible for the processing of personal data carried out in violation of the provisions of the Regulation.

13. Force majeure

Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if such breach or delay is due to force majeure. Force majeure means any extraordinary, unforeseeable event beyond the control of the party concerned, which makes it impossible or excessively onerous for the party to fulfil its contractual obligations. By way of example and not limited to, the following are causes of force majeure: natural events such as earthquakes, floods, fires and other natural disasters; wars, acts of terrorism, riots, civil unrest, general or professional strikes; measures by the public authority that prevent or limit the performance of the contract; epidemics or pandemics; prolonged interruptions of transport, communication or energy supply services; exceptional anomalies in the trend of the price of energy; difficulties in the supply of raw materials or components essential for the production of Goods; fire, flood or other events affecting the factories or warehouses of the Seller or its suppliers.

The party invoking force majeure must immediately notify the other party in writing, specifying the nature of the event, its foreseeable duration where possible and any measures taken to limit its effects. Upon the occurrence of a force majeure event subject to communication as above, the obligations of the parties not yet fulfilled are suspended and the related contractual terms are extended for an appropriate period.

14. Assignment of the contract and receivables

The contract may not be assigned, in whole or in part, without the prior written consent of the other party. Any assignment made in violation of this prohibition is null and void and has no effect on the transferred party. Consent to the assignment may not be unreasonably withheld if the transferee offers objectively adequate guarantees of solvency and professional reliability. In the event of an authorised transfer, the transferor remains jointly and severally liable with the transferee for the fulfilment of contractual obligations, unless expressly released by the assigned contractor.

The Seller has the right to assign the receivables deriving from this contract to third parties without the prior consent of the Purchaser.

15. Express termination clause

Pursuant to article 1456 of the Italian Civil Code, the contract is terminated by law, without the need for a warning to comply or a judicial declaration, upon the occurrence of one of the following cases: non-payment of all or part of the consideration by the Purchaser within thirty days of the deadline; subjection of the Purchaser to insolvency proceedings, for the settlement of the business crisis, judicial liquidation or extraordinary administration, or other similar procedures in the jurisdiction to which the Purchaser belongs; cessation of activity by the Purchaser; loss of the Purchaser's financial or commercial reliability requirements. In such cases, the Seller has the right to withhold any advances paid as a penalty, except for compensation for greater damages. If the Seller intends to make use of the express

termination clause, it must notify the Purchaser, in writing, of its intention to make use of the clause itself, with specific indication of the cause of termination. Termination occurs automatically upon receipt of the communication by the addressee, or, in the event of failure to collect the registered letter, ten days after the first submission. In the event of termination of the contract due to non-performance by the Purchaser, the Seller has the right to retain and/or recover the Goods not fully paid, by virtue of the retention of title referred to in Article 8 above (*Retention of title and transfer of risk*).

16. Communication

All communications relating to the contract must be made in writing, exclusively in Italian or English. Communications must be sent to the addresses indicated in the Order Confirmation or in other contractual documents, or to the addresses subsequently communicated in writing by the parties. In the event of failure to communicate the change of address, the communications sent to the last known address are considered validly made. The Purchaser is required to promptly notify the Seller of any change in its registered office, certified e-mail address or any other address indicated in the Order Confirmation.

The parties elect domicile at their respective registered offices indicated in the Order Confirmation. Any change in the elected domicile must be promptly communicated to the other party in the manner indicated above. In the absence of such communication, service at the address originally elected shall be deemed to have been validly executed. The parties undertake to keep their contact details updated and to promptly communicate any changes to them. For communications of an ordinary operational nature that are not relevant to the validity or effectiveness of the contract, the parties may also use ordinary e-mail or other means of electronic communication, it being understood that such communications do not replace those that must be made in the formal manner indicated above. In particular, communications relating to complaints of defects, disputes, warnings, resolutions, withdrawals and any other communication having legal relevance must be made exclusively through the official email channels used to send Order Confirmations; communications received through alternative channels such as, but not limited to, social media, messaging, chats or phone calls will not be considered valid.

17. Applicable law and jurisdiction

These general terms and conditions of sale and the contract are regulated, governed and interpreted according to the law of the Italian Republic. The application of the 1980 United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention – CISG), as well as any other conflict of law that may involve the application of a law other than the Italian one, is expressly excluded.

Any dispute that may arise in relation to the interpretation, execution or termination of the contract and/or these general conditions, or in any case arising from or connected with these general conditions, the contract and the related negotiations, the Order, the Order Confirmation, will be devolved to the exclusive jurisdiction of the Italian judicial authority and will be under the exclusive jurisdiction of the Court of Brescia.