



Diemme Filtration Srl **STANDARD CONDITIONS OF SALE** **(valid from 20th March 2024)**

1. DEFINITIONS

- The “Company”: Diemme Filtration Srl.
- The “Goods”: any equipment or machineries or components supplied or sold to the Purchaser by the Company (including any part or parts of them).
- The “Purchaser”: any undertaking, firm, company, legal or physical person which might enter into a sale contract with Diemme Filtration Srl.
- The “Terms and Conditions” or the “Conditions of Sale” or the “Conditions”: these Standard Conditions of Sale.
- The “Software”: the software including the ‘source code’ and any fully executable description of the software system.
- The “Product”: the slurry or in general the suspension to be treated.

2. TERMS AND CONDITIONS

2.1 These Terms and Conditions shall, subject to any variation agreed in writing by Diemme Filtration Srl (hereinafter “the Company”), and in particular subject to any agreement in writing which shall take precedence over these Conditions, unless otherwise stated in such agreement, apply to all quotations, orders and offers or contract of sale entered into by the Company and these Terms and Conditions shall take precedence over any inconsistent or conflicting provision in any customer’s order. No additional, different, inconsistent or conflicting provision shall become part of the contract between the Company and the Purchaser unless expressly accepted in writing by the Company.

2.2. All descriptions, quotations, proposals, offers, acknowledgements and sales of the Company’s Goods are subject to and shall be governed exclusively by these Terms and Conditions.

2.3. These Terms and Conditions are available for consultation on the website of the Company. If the Purchaser does not exclude in its order the application of these Conditions of Sale or makes the order subject to other conditions, then such an order shall be deemed to be an order subject to these Conditions, and acceptance thereof by the Company shall form a contract subject to these Conditions.

3. FORMATION OF CONTRACT, QUOTATIONS, ORDERS AND CHANGES

3.1. Unless expressly mentioned, all the offers/quotations made by the Company are not binding. Any quotation given to the Purchaser may be amended by the Company in the following circumstances, and the Purchaser agrees to pay any additional sums arising therefrom:

- a) at any time before receipt of an unqualified order from the Purchaser;
- b) if costs are altered by changes in taxation, duty, currency exchange rates or cost of materials, being changes outside the control of the Company;
- c) if full information is not made available to the seller to enable accurate preparation of the quotation, even where there has been previous acceptance by the Company of the Purchaser’s order.

3.2. No order shall be binding upon the Company until accepted and acknowledged in writing by the Company. The Company’s acceptance of Purchaser’s order is expressly conditioned on Purchaser’s assent to these terms and conditions of sale.

3.3. Once a purchase order has been accepted by the Company the Purchaser may not cancel it without penalty. In the event the Purchaser cancels all or any portion of a previously accepted order, the Company shall have the right to charge the Purchaser for all costs incurred up to the time of such cancellation, including any damage and loss of profit.

4. DRAWINGS AND DESCRIPTIVE DOCUMENTS

4.1. The weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists constitute an approximate guide. These data shall not be binding save to the extent that they are expressly referred to in the contract.

4.2. Any drawings or technical documents intended for use in the construction of the Plant or of part thereof and submitted to the Purchaser prior or subsequent to the formation of the contract shall remain the exclusive property of the Company. They may not, without the Company’s consent, be utilised by the Purchaser or copied, reproduced, transmitted or communicated to a third party. Provided, however, that the said plans and documents shall be the property of the Purchaser:

- (a) if it is expressly so agreed, or



- (b) if they refer to a separate preliminary Development contract on which no actual construction was to be performed and in which the property of the Company in the said plans and documents was not reserved.
- 4.3. Any drawings or technical documents intended for use in the construction of the Plant or of part thereof and submitted to the Company by the Purchaser prior or subsequent to the formation of the contract remain the exclusive property of the Purchaser. They may not, without his consent, be utilised by the Company or copied, reproduced, transmitted or communicated to a third party.

5. TERMS OF PAYMENT

- 5.1 Payment, unless otherwise agreed, will take place by irrevocable and confirmed letter of credit and/or cash.
- 5.2 The timely payment of the Purchase Price constitutes an essential element of the sale contract. Failure by the Purchaser to pay in accordance with the terms of the contract shall entitle the Company at its option to:
- (i) withhold future deliveries until such payment has been made and further payments secured to its satisfaction;
 - (ii) apply liquidated damages at 0,6 % above the EURIBOR base rate for each day the amount remains outstanding after the due date. The Purchaser acknowledges that the above figure is a genuine and fair estimate of the damages which the Company is likely to incur in case of late payment;
 - (iii) suspend the fulfillment of his own obligations until such payment is made and/or restrict or suspend the functional effects of the Goods. The Company assumes no liability whatsoever in respect of any damages suffered by the Purchaser or any third party as a result of such restriction or suspension.
 - (iv) in addition to all other remedies available at law or specified herein, the Company shall be entitled to take possession of the Goods for which payment has not been made, wherever located, and remove same, without legal process, at Purchaser's expense.
- 5.3 In the event of debt recovery proceedings the Company will have the right to recover all costs, including third Party costs, from the Purchaser.
- 5.4 If the Purchaser delays in making any payment the Company will be entitled to postpone the fulfillment of his own obligations until such payment is made, unless the failure of the Purchaser is due to an act or omission of the Company.
- 5.5 If an instalment of the payment is due after the start-up of the plant or machinery and said activity is delayed for reasons not attributable to the Company, said payment shall be done in any case within 6 months from the shipping of the Goods, regardless of the actual start-up date.
- 5.6 If the Purchaser does not collect the Goods after the notice of the Company informing that the Goods are ready to be shipped, the Purchaser shall pay the costs for the storage at the Company's and the Company shall be entitled to issue the invoice for the part of the price related to the construction.
- 5.7 If the Purchaser does not collect the Goods after the information that the Company is ready to ship them, the Purchaser shall bear the risk of damage or perishment of the Goods.

6. PRICES

- 6.1 All orders are accepted at prices agreed in writing.
- IF THE REQUEST OF MANUFACTURING IS MADE BY THE PURCHASER AFTER MORE THAN 6 MONTHS AFTER THE SIGNATURE OF THE ORDER, THE COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE PRICES QUOTED, PROPORTIONALLY TO THE INCREASE OF RAW MATERIALS, FOREIGN CURRENCY TO PAY IT, IMPORT DUTY, FREIGHT CHARGES OR MANUFACTURERS' PRICES.
- 6.2 The Company reserves the right to amend prices to correct errors or omissions. Prices quoted are always on an Ex Works (Incoterms 2010) basis and are exclusive of VAT. When it is not agreed a different condition, the Company will on each shipment make a charge to cover the packaging (even if it is deemed necessary to preserve the Goods, as provided at art. 4), transportation and insurance on the Goods being supplied.

7. DELIVERY DATES

- 7.1 All delivery dates quoted are estimated, are not guaranteed, and do not form a term of this contract. The established delivery date is the best estimate possible based on current and anticipated factory operations of when the Goods will be shipped. THE COMPANY undertakes to make reasonable endeavour to comply with the delivery schedule but WILL NOT ACCEPT CANCELLATION OF CONTRACT FOR, OR LIABILITY TO THE PURCHASER OR TO ANY THIRD PARTY FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF BUSINESS OR LOSS OF PROFITS) WHICH MAY ARISE FROM LATE DELIVERY. Where an order calls for a number of items, the Company reserves itself the right to dispatch all or any number of items as and when available, and Purchaser shall pay all invoices in respect of such deliveries in accordance with the terms of payment set out above.



7.2 If the Purchaser does not collect the goods after the information that the Company is ready to ship them, the Purchaser shall bear the costs of preservation of the Goods, including packaging necessary to preserve it at open-air and a storage fee of 20 Euro/ m2 of footprint per week of delay.

8. DELIVERY

8.1 The Company shall not be liable to the Purchaser for any damage or loss arising directly or indirectly out of delay in delivery of the Goods nor will the Company be liable for any consequential or special loss claimed by the Purchaser including without limitation delay retention, loss of profit, loss of production, loss of time charges or liability to any Third Parties.

8.2 Delivery shall occur and risk of loss shall pass to the buyer upon delivery of the material to the carrier at the point agreed. Transportation shall be at buyer's sole risk and expense, and ANY CLAIM FOR LOSS OR DAMAGE IN TRANSIT SHALL BE AGAINST THE CARRIER ONLY.

9. DAMAGE OR LOSS IN TRANSIT

9.1 No responsibility will be accepted by the Company for damage or loss of Goods in transit. Any such damage should be notified to the Carrier and to the Company within 4 days of receipt, and the goods held for inspection to enable a claim to be made on the Carrier. If the Goods are lost or not received by the Purchaser within 6 days of date of invoice, the Carrier and Company should be immediately notified.

10. RETURN OF GOODS

10.1 No Goods may be returned without the Company's written consent. Where Goods are alleged to be defective or not in conformity with the Company's written specification, full details must be given and credit (or replacements) will not be issued until defects have been agreed by the Company. In no circumstances will Goods which have been used, altered, or soldered be considered for credit or replacement.

11. REPRESENTATIONS, CONDITIONS AND WARRANTIES

11.1 Save as expressly set out herein, the Company shall not be liable for any representation made by or on behalf of the Company and all conditions and warranties, express or implied, statutory or otherwise are excluded.

12. WARRANTY AND LIABILITY OF COMPANY

12.1 The Company shall make every reasonable effort to have repaired or replaced free of charge any Goods which are, or become, defective through any fault in design, materials or workmanship in the manufacture thereof, provided that such defect occurs within 12 months of date of start-up by the purchaser AND NOT LATER THAN 18 MONTHS AFTER THE DATE OF SHIPPING OF THE GOODS, AND PROVIDED THAT THE PURCHASER NOTIFIES THE COMPANY OF ANY SUCH DEFECT IMMEDIATELY, IT IS TO SAY WITHIN 48 HOURS AFTER IT OCCURS.

12.2 Unless otherwise agreed, the Purchaser shall bear the cost and risk of transport of defective parts and of repaired parts or parts supplied in replacement of such defective parts between the place where the Goods are situated and the Company's works. SAVE AS AFORESAID, UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE, IN CONTRACT OR OTHERWISE FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY WHATSOEVER, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY OR INSTALLATION, USE OR FAILURE OF, DEFECT IN, THE GOODS SOLD THEREUNDER AND UNDER NO CIRCUMSTANCE THE LIABILITY SHALL EXCEED THE CONTRACT PRICE. THIS LIMITATION WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE PURCHASER ACKNOWLEDGES THAT THE TERMS OF SALE REFLECTS THIS ALLOCATION OF RISK.

12.3 In order to be able to avail himself of his rights under this Clause the Purchaser shall notify the Company in writing without delay of any defects that have appeared and shall give him every opportunity of inspecting and remedying them.

12.4 The warranty does not apply to the wearing parts and in case the maintenance is not done by a professionally skilled technician regularly, and respecting the instructions given by the Company.



12.5 THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN (SAVE FOR THE STANDARD WARRANTY TERMS AND CONDITIONS PROVIDED BY THE COMPANY FOR SPECIFIC GOODS IN ADDITION TO THESE CONDITIONS) WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.6 If any of the goods shall have been altered, modified, repaired, dismantled or otherwise tampered with or interfered with by the Purchaser or any other unauthorised person or if the Goods shall be used or installed contrary to any operating instructions issued by the Company or to the warranty given by these conditions, then the warranties in this clause shall be void and ineffective.

12.7 The source code is restricted and the Purchaser has no right to access the Software in source code form. No warranty is extended to any Software that has been altered or modified in any way, or that is being used on a system that has been corrupted by computer viruses, spy ware, or any third party Software or device. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE, IN CONTRACT OR OTHERWISE FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY WHATSOEVER, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE WHENEVER THE PURCHASER HAS ASKED AND OBTAINED FROM THE COMPANY ACCESS TO THE SOFTWARE IN SOURCE CODE FORM. THE PURCHASER ACKNOWLEDGES THAT THE COMPANY HAS NO CONTROL OVER THE MODIFICATION OR ALTERATION OF THE SOFTWARE IN CASE SOURCE CODE IS NOT RESTRICTED AND THAT SUCH MODIFICATION OR ALTERATION MAY CAUSE DAMAGES TO THE PURCHASER OR THIRD PARTIES. The Purchaser agrees to indemnify and hold harmless the Company, its officers and employees from and against all liability, demands, claims, damage, and expense by reason of or on account of damage, death, or personal injury of whatever nature or kind arising out of or in connection with the modification or alteration of the Software.

12.8 Where a site visit is requested in respect of equipment supplied by the Company a charge will be levied should the defects prove to be outside the guarantee issued herein.

13. RETENTION OF TITLE

13.1. Transfer of ownership of the Goods will take place upon the Company's receipt of full payment, including possible interest on overdue payment unless otherwise agreed upon. The Purchaser holds the Goods delivered hereunder as bailee for the Company until the Purchaser has paid the Company in full for such Goods.

13.2. As bailee, the Purchaser:

- i. will store such Goods, if unused, separately and so as to be identifiable as the property of the Company.
- And
- ii. will be entitled to use the goods and to incorporate them into machinery or other articles, but in such event or events the Goods will remain the property of the Company and in case of late payment the Purchaser shall, upon request of the Company and at Purchaser's expense, separate the Goods from any machinery or other articles in which they may be incorporated and redeliver them to the Company.

13.3 If the law of the country where the Plant is situated after delivery does not permit the Company to retain the property in the Plant, the Company shall be entitled to the benefit of such other rights in respect thereof as such law permits him to retain. The Purchaser shall give the Company every assistance in taking any measures required to protect the Company's right of property or such other rights as aforesaid.

14. SUB-CONTRACTING

14.1 The Company shall be entitled to sub-contract all or any of its obligations hereunder.

15. DRAWINGS AND INFORMATION

15.1 All estimates, designs, drawings, computer programmes and computer software prepared by the Company whether upon the commission by or the instructions of the Purchaser or otherwise shall unless otherwise specifically provided in the contract remain the property and copyright of the Company.

15.2. Software is proprietary. The source code is restricted and the Purchaser has no right to access the Software in source code form.



15.3. All the ownership of intellectual property rights in the Software (including but not limited to any code, image, data, text and add-in programs contained in the Software and in any and all future updates, modifications, revisions and/or derivative works of the Software), and attached supporting documentation belong to the Company and may not be used, reproduced, altered, distributed, exploit or otherwise dealt with by the Purchaser without written authorization from the Company, unless said usage, reproduction, alteration, distribution exploitation and dealing are expressly authorized by the Company.

15.4. Without the prior written consent of the Company, the Purchaser cannot:

- i. reproduce the Software in whole or in part;
- ii. sell, assign, license, disclose, or otherwise transfer or make available the Software in whole or in part to any third party;
- iii. use the Software to provide services to third parties;
- iv. implement, use, sell, distribute, transfer or permit any third party to implement, use, sell, distribute or transfer the Software and all the intellectual property rights thereof for the purpose of profit making;
- v. copy, alter, amend, run by mount or create any derivative works based on the Software or any part or component thereof, data released to any mobile communication terminal's internal memory by the Software and interactive data between client terminal and server's terminal during the Software's operation for the avoidance of doubt, the forms of such restricted acts include, but not limited to, the creation of plug-ins, add-on programs, outside hanging or any unauthorized third party's tool/service accessing the Software and correlative systems);
- vi. remove, delete or alter any proprietary notices or marks (including without limitation the copyright statements) on the Software;
- vii. reengineer, de-compile, disassemble, alter, translate or reverse engineer the Software or any part or component there to applicable laws which permit such activities notwithstanding this contractual prohibition;
- viii. amend or destroy the original state of the Software;

15.5. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. the Purchaser hereby acknowledges that all intellectual property rights in the Software (including but not limited to any images, text, audio, video, and "applets" incorporated into the Software) throughout the world belong to the Company, and that the Purchaser has no rights in, or to, the Software other than the right to use it in accordance with the terms agreed with the Company.

15.6. The Company shall be at liberty to make use of any designs, drawings, plans, models, specifications, computer programmes and other Software prepared for in the course of the work done under this contract or for the purpose of any other contract in which the Company may be engaged.

Any invention produced by the Company in the course of carrying out the contract shall be the property of the Company and nothing in this contract shall operate to prevent the Company taking such steps as it shall think fit by way of patent application or otherwise to protect its rights in such invention.

Any information as to such invention or development thereof which may be communicated to the Purchaser in the course of performance of the contract shall be treated as confidential by the Purchaser and shall not be available to third parties without the consent of the Company.

The Company shall provide for the Purchaser in respect of any Goods supplied by the Company under such instructions by way of a manual of instructions or in such other form as the Company shall deem fit sufficient to enable the Purchaser to operate any Goods or equipment and to deal with such adjustments and routine maintenance as would normally be carried out by the operator thereof but the Company shall be under no obligation to supply the Purchaser with copies of its manufacturing or working drawings or specifications or other information not essential to the operation and use of the Goods supplied.

15.7 The Purchaser shall be responsible for the accuracy of any drawings or specifications supplied or checked and approved by the Purchaser and the Company shall not be liable for any defects resulting from any error or inaccuracy in such drawings or specifications or for any failure of the goods to fulfil requirements not included in such drawings and specifications.

THE DRAWINGS MADE BY THE COMPANY AND BASED ON THE DATA GIVEN BY THE PURCHASER SHALL BE DEEMED ACCEPTED BY THE PURCHASER IF NO COMMENTS OR REQUEST OF VARIATION IS SENT BY THE PURCHASER WITHIN 14 DAYS FROM THE RECEIPT OF THE DRAWINGS.

THE COMPANY IS ALLOWED TO REFUSE NEW DRAWINGS OR MODIFICATIONS AFTER THE EXPIRATION OF SAID DEADLINE.

THE ACCEPTANCE OF A LATE APPROVAL OR MODIFICATION ALLOWS THE COMPANY TO A DELAY OF DELIVERY. SUCH DELAY SHALL BE COMMUNICATED BY THE COMPANY TO THE PURCHASER WHEN THE VARIATION OR NEW DRAWING IS ACCEPTED.



15.8 Unless performance figures have been stipulated, the Company shall be under no liability merely for failure to obtain any particular performance. Where performance figures have been stipulated they shall be subject to any tolerance specified in the contract or documents referred to therein or, if none, to tolerances customary in the industry. If performance figures obtained on any test provided for in the contract are outside the tolerance limits, the Purchaser shall be entitled to reject the Goods, but before rejecting the Goods or claiming damages the Purchaser will give the Company a reasonable time and opportunity to rectify the performance of Goods.

The performance figures are based on tests that are made by the Company on representative samples of the Product supplied and chosen by the Purchaser, who affirms that the samples correspond to the same substance that will be treated including all the possible periodical fluctuations or future changes of the Product.

THEREFORE, THE COMPANY SHALL NOT BE DEEMED LIABLE IF THE GOODS DO NOT OBTAIN THE EXPECTED PERFORMANCE IF THE SAMPLE THAT WAS SUPPLIED OR INDICATED BY THE PURCHASER WAS NOT REPRESENTATIVE OF THE REAL PRODUCT BECAUSE WAS WRONGLY CHOSEN OR BECAUSE OF ITS PHYSICAL AND CHEMICAL EVOLUTION IN THE LAPSE OF TIME BETWEEN ITS COLLECTION AND THE TEST .

The performance is limited to the Products that have exactly the same features of the tested sample in all details, like chemical composition, suspended and dissolved solids concentration, particle size distribution, pH, viscosity, temperature, capillarity suction time and any other condition.

Unless differently agreed all the performance shall be measured according to the standard methods used in the Company laboratories.

15.9 The Purchaser warrants that the full details of the use for which the Goods are intended have been given to the Company. The Company shall not be liable for failure of the Goods to be suitable for any use not specified or insufficiently specified by the Purchaser or for unsuitability of the Goods for use with any machinery or equipment of which full details have not been given to the Company. The Purchaser accepts that the use of the Goods with equipment or machinery of which insufficient details have been disclosed to the Company may be unsafe and the Company shall not be responsible for lack of safety in such circumstances or resulting from facts or characteristics of associated equipment or machinery or working conditions or any environment not disclosed to the Company.

15.10 In case of chemically aggressive or corrosive Products, the materials proposed by the Company for the manufacturing of its Goods, and particularly those parts that are in contact with the Product, shall be verified by the Purchaser before sending the order. THE ISSUANCE OF AN ORDER SHALL IMPLY THE ACCEPTANCE OF SAID MATERIALS, BASED ON THE EXPERIENCE OF THE PURCHASER ABOUT THE PRODUCTS THAT ARE EXPECTED TO BE TREATED.

16. VARIATION

16.1 Any variation to the specification shall be agreed in writing between the parties.

16.2 In the event of the Purchaser altering the requirements of the contract after instructions have been received by the Company, the Company reserves the right to amend the delivery time and to charge for any consequent losses or costs incurred as a result of the alteration.

16.3 Any variations agreed under this clause shall be deemed to be incorporated in this agreement and these conditions shall apply as well to such variations as to the original agreement.

17. CANCELLATION OR VARIATION

17.1 Cancellation of an order or part of an order can only be made by mutual consent, but where the Company agrees that an order may be cancelled, the Company nevertheless reserves the right to levy charges on the Purchaser for any loss the Company has suffered as a result of that cancellation.

17.2 In the event of the Purchaser altering the requirements of the contract after instructions have been received by the Company, the Company reserves the right to amend the delivery time and to charge for any consequent losses or costs incurred as a result of the alteration.

17.3 If the Company is obliged to suspend work due to lack of instructions from the Purchaser as to matters arising in the course of the carrying out of this contract, then the Company shall be entitled to be paid by the Purchaser all loss incurred as a result thereof.

18. TESTING AND INSPECTION

18.1 If expressly agreed in a contract, the Purchaser shall be entitled to have the quality of the materials used and the parts of the Plant, both during manufacture and when completed, inspected and checked by his authorised representatives. Such



inspection and checking shall be carried out at the place of manufacture during normal working hours after agreement with the Company as to date and time.

18.2 If as a result of such inspection and checking the Purchaser shall be of the opinion that any materials or parts are defective or not in accordance with the contract, he shall state in writing his objections and the reasons there for.

18.3 Acceptance tests will be carried out and, unless otherwise agreed, will be made at the Company's works and during normal working hours. If the technical requirements of the tests are not specified in the contract, the tests will be carried out in accordance with the standard practice of the Company.

18.4 If on any test (other than a test on site, where tests on site are provided for in a contract) the Goods shall be found to be defective or not in accordance with the contract, the Company shall with all speed make good the defect or ensure that the Goods comply with the contract. Thereafter, if the Purchaser so requires, the test shall be repeated.

18.5 Unless otherwise agreed, the Company shall bear all the expenses of tests carried out in his works except the personal expenses of the Purchaser's representatives.

18.6 If the contract provides for tests on site, the terms and conditions governing such tests shall be such as may be specially agreed between the parties. In case of no special agreement the standard procedure of the Company shall be used.

18.7 The period of observation after the start-up of the GOODS to test the performance shall be no more than 7 days. AFTER THE OBSERVATION PERIOD HAS EXPIRED SUCCESSFULLY, THE PURCHASER SHALL NOT BE ENTITLED TO CLAIM FOR LACK OF CONFORMITY, SO THAT THE ACCEPTATION OF THE GOODS SHALL BE CONSIDERED AGREED AFTER THE SUCCESSFUL EXPIRATION OF THE OBSERVATION PERIOD.

19. INSTALLATION

19.1 When the Company undertakes the installation of the Goods supplied at the Purchaser's premises the Company shall not be responsible for any consequential loss or damage occurring as a result thereof nor the third party Claims in connection therewith.

19.2. If it is not differently agreed, the supply does not include:

- packing, transport and crane service of any kind;
- assembling, commissioning, start up and supervision to the erection of the supplied equipment;
- supply and laying of electric cables for the supplied equipment interconnection with the electric control panel;
- supply and laying of slurry, water and compressed air piping;
- reagents, coagulants and filter aids;
- engineering and execution of foundations, civil, hydraulic and metallic structural works;
- side catwalks and ladders;
- supply of electricity, water, air compressed and slurry;
- electrical control of the equipment not supplied and hardware for network interface;
- spare parts and tools;
- special permissions and certifications and translation of the documentation.

19.3 Unless differently agreed, board and lodging of Company's technicians are excluded from service price and are at Purchaser's charge. The Purchaser is also responsible for arranging an appropriate accommodation for the technicians.

19.4 The Goods assembly from the technicians of the Company will occur in the full respect of the safety rules in force in the working places.

19.5 The Purchaser, in order to make the Company to respect the conditions of point 19.3, shall supply an "Analysis of the risks" concerning the job environments where the assembling activities will occur and take all the necessary precautions to assure the carrying out of the operations under the maximum safety conditions. Such analysis shall be transmitted to the Company that, in consideration also of the information received by the Purchaser, will prepare a "Safety Operational Plan" for the intervention execution.

19.6 The Purchaser shall undertake to respect, for the parts of his own competence, all that is mentioned in the "Analysis of the risks" and shall check the applicability and the consistency of the "Safety Operational Plan" to the operational conditions of the yard, with the purpose to protect the health and the safety of the technicians of the Company. 19.7 In case the "Analysis of the risks" is absent, incomplete or not in conformity with the real situation of the yard, or if the Purchaser does not put the Company under the conditions to respect what contained inside its own "Safety Operational Plan", the Company itself can suspend, postpone or cancel the assembling operations.

19.8 All the costs and the consequential charges coming from delays, suspensions or cancellations of the assemblage activities mentioned at point 18.6 will be at Purchaser's charge.



20. FORCE MAJEURE

20.1. For the purpose of these Terms and Conditions, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of best practices, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

20.2. Subject to the provisions of clause 20.1, Events of Force Majeure shall include, but not be limited to:

- Strikes, lockouts, work stoppage, labour disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;
- Mobilizations and requisitions, embargoes, currency restrictions, insurrections and riots, shortage of transport, general shortage of materials and unanticipated restrictions of power supplies.
- Fire, chemical or radioactive contamination, earthquakes, extreme weather or environmental conditions, unanticipated geological or ground conditions or other natural calamities and acts of God;
- Explosion, accident, breakage of a plant or equipment, structural collapse or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;

20.3. Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event.

20.4. If a Party wishes to claim protection in respect of an Event of Force Majeure, it shall, as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, notify the other Party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavours to:

- (i) overcome the effects of the Event of Force Majeure;
- (ii) mitigate the effect of any delay occasioned by any Event of Force Majeure, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services, equipment and materials; and
- (iii) ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable, provided that neither Party shall be obliged to settle any strike, lock out, work stoppage, labour dispute or such other industrial action by its employees.

21. FINANCIAL AND POLITICAL RISK

21.1. The financial risk of the Country of the Purchaser shall not be invoked to modify or exclude in any way the obligation of payment undertaken by the Purchaser.

22. LAW AND INTERPRETATION

22.1 Unless otherwise agreed in writing by the Purchaser and the Company, this contract shall be governed by Italian law.

22.2 Any dispute arising from this contract shall be settled, pursuant to the Rules of Conciliation and Arbitration of the Camera Arbitrale Nazionale e Internazionale of Milan, Italy, by one arbitrator designated in accordance with those Rules. The Company will be nevertheless entitled to all the remedies provided by law or equity, shall be entitled to seek urgent measures from any competent Court and/or any action available before any competent Court for payment of the price and/or the indemnity of damages incurred as consequence of Purchaser's breach of the contract and/or these conditions. 22.3 If any of these Conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to the extent stated by the law and not further.

23. COMPLIANCE WITH LAWS AND REGULATIONS

23.1. Purchaser acknowledges that the Goods and the purchase of Goods are subject to the customs, import and export control laws and regulations of Italy, and may also be subject to the customs and export laws and regulations of



the country in which the Goods are manufactured and/or received. Purchaser agrees to comply with all applicable laws and regulations now or hereafter in effect.

23.2.1 The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

23.2.2 The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph 23.2.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

23.2.3 The Purchaser 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 23.2.1.

23.2.4 Any violation of paragraphs 23.2.1, 23.2.2, 23.2.3 shall constitute a material breach of an essential element of this Agreement, and the Company shall be entitled to seek appropriate remedies, including termination of this Agreement.

23.2.5 The Purchaser shall immediately inform the Company about any problems in applying paragraphs 23.2.1, 23.2.2, 23.2.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 23.2.1. The Purchaser shall make available to the Company information concerning compliance with the obligations under paragraph 23.2.1, 23.2.2, 23.2.3 within two weeks of the simple request of such information.

24. SEVERABILITY

24.1 If one or more clauses of these conditions is considered to be null or void according to the applicable law, the remaining clauses shall remain in force and the Parties agree to fulfil any lawful reciprocal obligation which might pursue the same goal of the clause or clauses which have been declared null and void.

25. TERMINATION

The failure of the Company to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of the contract and/or these Standard Conditions of Sale or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of the Purchaser with respect to such future performance shall continue in full force and effect.

26. INFORMATION PURSUANT TO LEGISLATIVE DECREE GDPR 2016/679

Diemme Filtration srl, with registered office in via Lanfranco Gessi, 16 Lugo (RA), acting through its legal representative Mr. Rosario Eduardo Tagliavini, as the Owner of the processing of personal data, informs that, according to Legislative Decree 2003/96 "Law regarding the protection of personal data" and according to REGULATION (EU) 2016/679, the personal data you provide will be processed for the following purposes:

- for inserting personal data in the company databases;
- for accounting and fulfillment of accounting, insurance, contractual, financial and credit protection obligations;
- for the management of receipts and payments;
- for fulfillment of obligations provided by the civil and tax law, by regulations, by community legislation.

These purposes are pursued in accordance with the principles of correctness, lawfulness and non-excessiveness in relation to the purposes, and in compliance with principles of the law on the protection of data privacy.

Therefore, the Owner might communicate your data to all physical and legal persons (legal consultancy agencies, administration and tax agencies, auditing firms, couriers and freight forwarders, data processing centers, etc.) in cases where communication is necessary for the above mentioned purposes, to banking institutes for the management of receipts and payments and to our employees specifically appointed for the related tasks.

The data, except for legal obligations, will not be disclosed without your explicit consent. The provision of data is mandatory because data are essential for the performance and management of the work relationship. In case of refusal to provide the data, it will not be possible to carry out the work relationship and the related contractual and legal obligations.

In cases when the owner intends to process your personal data for other purposes than those for which they were collected (for example, processing with secondary purposes of promotional, advertising or marketing nature such as sending via email, post, SMSs, newsletters of commercial communications and/or advertising material regarding products or services offered by the Owner), any processing related to the above mentioned purposes will be preceded by new statement and submitted to the interested party's consent.

We also inform you that all the data collected will not be subject to any automated decision-making, except for the company website, where profiling cookies are present for which the provision of consent is required. The processing of personal data takes place primarily through the use of electronic and/or information technology tools and technical and organizational measures in order to ensure the security and confidentiality of the data.



Your data may be stored both in computerized form or on paper, as well as on any other type of support considered most suitable for processing.

The owner guarantees that the data you provide will not be disclosed to non-EU countries and/or international organizations except for contractual purposes and to fulfil obligation ensuring the data transfer in non-EU countries in compliance with the applicable legal provisions. The data processing owner clarifies, on the basis of the Register of processing activities, the cases in which data to non-EU countries or to international organizations are to be transferred. Data are kept for a period not exceeding the achievement of the purposes for which they were processed (for example, 10 years for documents relating to the accounting dept). Once the retention period has expired, the data will be properly destroyed or made anonymous.

The purpose, legal basis, categories of recipients and retention period for the data relating to the individual processings is specifically indicated in the Register of processing activities that can be consulted upon request. The interested party has the right to:

- access personal data (for example, to obtain a copy or to know where they were made available);
- obtain the correction or cancellation of the data or the limitation of the processing that concerns him;
- oppose the processing;
- the portability of data (for example, to receive data in a structured format, commonly used and readable from an automatic device);
- withdraw the consent (except the cases when the processing is necessary to fulfill legal obligations) at any time without prejudice to the lawfulness of the processing based on the consent given prior to the revocation;
- propose a complaint to a Supervisory Authority (Privacy Authority, email [address: urp@gpdp.it](mailto:urp@gpdp.it)).

Please note that in order to comply with the Regulations, the Company has set up an integrated privacy system identifying as Managers of the Processing the persons in charge listed in the processing activity Register. This Register is kept and appropriately updated at the registered office of the Owner of the processing. For further information and/or for the exercise of your rights, please contact the owner of the processing, Diemme Filtration srl, with registered office in via Lanfranco Gessi, 16 Lugo (RA), Phone: 0545 20611, Fax: 0545 30358 email address: info@diemmefiltration.com