

DAB's general terms and conditions of sale and delivery of products and services

1. APPLICATION

1.1 These General Terms and Conditions of Sale and Delivery ("General Terms and Conditions of Sale") apply to the delivery by DAB PUMPS SPA (hereinafter "DAB") of products, services, and products in connection with services to its Clients (hereinafter individually referred to as the "Client").

1.2 These General Terms and Conditions of Sale apply exclusively. Any waiver or supplementation at the Client's request is excluded unless expressly confirmed in writing by DAB.

1.3 The Client's receipt of the Products or Services shall constitute acceptance of these General Terms and Conditions of Sale, to the extent permitted by applicable law. These General Terms and Conditions of Sale, together with the Offer, the Order Confirmation, and any attachments or documents referred to therein, shall constitute the agreement governing the Client's purchase of the Products and/or Services (the "Contract"), provided that they were made available to the Client before the conclusion of the Contract. The Client acknowledges that it has received or otherwise had access to these General Terms and Conditions before submitting its Order.

2. ACCEPTANCE OF ORDERS

2.1 All orders must be submitted fully completed to DAB in writing by e-mail or other electronic system agreed upon by the parties (e.g., EDI and/or D2B).

2.2 Orders placed verbally or by telephone must be confirmed by the Client in writing via e-mail.

2.3 DAB shall not be liable for errors in order processing due to the Client's failure to provide written confirmation or incomplete completion of the submitted order.

2.4 Client must ensure that DAB's acceptance corresponds with Client's offer. If Client fails to notify DAB of any non-correspondence without undue delay, DAB's acceptance will be binding upon Client.

3. CANCELLATION OR MODIFICATION OF ORDERS

3.1 The Client shall be liable for any damages caused by the cancellation or modification of Orders; in any case, the cancellation or modification of an Order shall not be considered valid and effective without DAB's written acceptance.

3.2 In case of accepted request for order modification and/or cancellation, DAB may ask the Client to pay a handling fee of 20% of the net value from price list in the case of standard and/or "high rotation" products (excluding customised products). In case of a request for modification and/or cancellation of the order related to fire-fighting assemblies, the practice management fee will be 35% of the net value from price list.

4. DELIVERY OF PRODUCTS

4.1 Unless otherwise agreed in writing between the parties, delivery of the Products is agreed CFR (Cost and Freight) (cf. Incoterms 2020, with shipping costs to be recharged to the Client).

4.2 The term for delivery shall commence on the date of the notice that the Products have been made available.

4.3 DAB will make every reasonable effort to perform the Contract and/or deliver the Products within the agreed timeframes, which are considered indicative and not essential, unless otherwise agreed in writing by the Parties. Subject to mandatory provisions of law and cases of wilful misconduct or gross negligence, DAB shall not be liable for any damages directly or indirectly caused by the delayed performance of a Contract or the delayed delivery of the Products.

4.4 In any event, DAB shall not be held liable for any delays in delivery due to unforeseeable circumstances, force majeure, or otherwise causes beyond its control. In such cases, DAB will process the order as soon as the impeding causes have ceased.

4.5 If the Client refuses to take delivery of the Products, in whole or in part, on the delivery date agreed upon between the Parties, the Client shall be obliged to pay the full price of the Products as if they had been delivered, without prejudice to DAB's right to charge the Client for the costs of transport and storage of the goods, as well as compensation for any additional damage.

5. DELIVERY OF SERVICES

5.1 DAB shall perform the services professionally and skillfully.

5.2 DAB shall perform the Services at the place and time agreed, provided that all technical details and formalities necessary for the performance of the Contract have been made available to DAB. Unless otherwise agreed in writing between the Parties, the Services shall be performed during normal working hours, excluding weekends and national public holidays. The Parties may agree that the Services be performed outside normal working hours; in such case, DAB shall be entitled to invoice the relevant hours at the applicable rates.

5.3 If the Client prevents, hinders, or delays the performance of the Services, in whole or in part, as agreed between the Parties, the provisions of Section 4.5 shall apply, to the extent compatible.

5.4 DAB undertakes to comply with all of the Client's health and safety rules and regulations, as well as any other reasonable safety requirements applicable at the Client's premises, provided that such rules and requirements have been communicated in writing to DAB prior to the conclusion of the Contract. DAB shall not be liable for any delays, failures to perform, or other breaches of Contract to the extent that they are directly caused by compliance with such rules and requirements.

5.5 Unless otherwise agreed, DAB will arrange for services to be performed by one person. In due time before DAB's performance of the services, Client shall inform DAB, if the performance of services will require more than one person. If Client fails to do so, DAB may invoice and Client shall pay applicable accrued costs, notwithstanding whether or not services have been completed.

5.6 DAB shall have the right to subcontract or entrust to third parties the performance of any obligation related to the Services, even without the Client's prior consent, provided that DAB shall remain liable to the Client for the acts or omissions of its subContractors within the limits set forth in the Contract and by law.

6. RISK AND TITLE

6.1 Unless otherwise agreed in writing by the Parties, title to the Products shall remain with DAB until the Client has paid the full price for them. In the event of non-payment, DAB shall have the right to recover the Products at the Client's expense. The retention of title provided for in this

Article shall not affect or delay the transfer of risk as set out in these General Terms and Conditions.

6.2 The risk of loss, damage, or deterioration of the Products shall pass to the Client in accordance with the applicable Incoterm specified in the Order Confirmation. If the Products are supplied as part of installation services and are delivered to the Client's or end-user's site prior to installation, where they are temporarily stored outside DAB's presence or control, the risk shall pass to the Client upon delivery of the Products to that site, regardless of any subsequent installation.

7. CLIENT'S OBLIGATIONS

7.1 The Client shall, at its own cost and expense:

- cooperate with DAB in the performance of the Services and ensure access to the relevant premises, facilities and installations;
- ensure that the site is suitable for the performance of the Services and provide DAB with complete, accurate and functional information, documents, tools and materials;
- prepare and maintain the premises in a safe condition and manage any hazardous materials in accordance with applicable laws and regulations;
- promptly inform DAB of any issues relating to the Products or the Services;
- ensure compliance with all applicable health and safety requirements and obtain in advance all permits, authorisations and approvals necessary for the performance of the Services;
- ensure that it owns, or is otherwise duly authorised to request services in respect of, the equipment that is the subject of the Services;
- refrain from permitting any activities by third parties that may interfere with DAB's performance of the Services.

7.2 In addition, the Client agrees:

- a. to retain all alternative import documents for a reasonable period, in any case not less than 12 months, to allow the verification of completed export operations when the import is under the responsibility of the Client;
- b. to provide DAB with all necessary import documents as an alternative proof of completed export in cases where the MRN (Movement Reference Number) has not been closed by the customs authority.

The Client shall ensure that these documents, including but not limited to the import entry, customs clearance receipts, and any other relevant supporting documentation, are made available promptly upon request by DAB. Failure to provide the required documentation promptly may result in DAB charging the Client for any VAT, duties, interest, penalties and reasonable administrative costs directly incurred and due to the incorrect information provided or not provided on time. In this situation, DAB will also have the right to pursue any remedy to safeguard its rights.

8. PRICES AND TERMS OF PAYMENT

8.1 The prices listed in the DAB price list are exclusive of taxes, duties, and other similar charges. Unless otherwise agreed in writing, the prices do not include transportation costs, insurance, special packaging, or other incidental charges, which shall be borne by the Client.

8.2 DAB reserves the right to revise the list prices of Products and Services at any time, without prior notice. If, after receipt of the Order but before its acceptance by DAB, there are changes to the list prices or significant increases in the costs of raw materials, energy, duties, taxes, or other costs affecting the supply, DAB may adjust the price by notifying the Client. If the Client does not accept the price adjustment, DAB shall be entitled to cancel the Client's Order, with the sole obligation to refund any advance payments already received and without the Client being entitled to any further claims, demands, compensation, or indemnity for any reason whatsoever.

8.3 DAB shall invoice the Client upon delivery. Payment must be made exclusively to DAB, in accordance with the terms stated in the order confirmation or, in the absence thereof, within 30 days from the invoice date and, in any case, by the due date indicated on the invoice.

8.4 If the Client fails to pay by the due date, DAB may, without prejudice to any other rights or remedies available to it under applicable law, claim late payment fees, collection costs, and default interest to the maximum extent permitted by applicable law. Interest shall accrue daily from the due date until the overdue amount is paid in full. DAB reserves the right, at its sole discretion, to: (i) make further deliveries conditional upon the provision of appropriate payment security; or (ii) suspend further deliveries until the Client has paid all outstanding amounts in full.

8.5 In the event of failure to pay any amount due by the deadline specified in the Order Confirmation and/or in the event of early termination of the Contract for any reason, all amounts owed to DAB shall become immediately due and payable.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Client agrees to use the Products in accordance with applicable laws and in a manner that does not infringe, impair, or otherwise prejudice the intellectual property rights or other rights of DAB or any third party.

9.2 All intellectual and industrial property rights relating to or connected with the Products, the Services, and any documentation, manuals, drawings, technical specifications, software, or other materials provided by DAB to the Client shall remain the exclusive property of DAB and/or of the third parties that have granted DAB the right to use them. Nothing in this Contract shall be construed as transferring, granting, or assigning to the Client any intellectual or industrial property rights, except as expressly provided in writing by DAB.

9.3 The Client may use the DAB Group's trademarks, logos, and other distinctive signs only with DAB's prior written authorization and solely for the purpose of identifying, promoting, and marketing the Products. Such use shall comply with the instructions, guidelines, and brand identity policies communicated by DAB from time to time. This authorization may be revoked by DAB at any time upon written notice.

10. PRODUCT LIABILITY, LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1 DAB shall assume liability for damage to persons, including death or personal injury, and for damage to immovable and movable property caused by defective Products, within the limits provided for by the applicable mandatory product liability laws. With respect to damage to immovable and movable property, excluding consumer goods, DAB's aggregate liability shall not exceed the higher of the amount covered by its insurance policy and the liability cap set out in Article 10.3, it being understood that this provision constitutes a specific derogation from Article 10.3. The Customer shall assume any product liability not expressly attributed to DAB under this clause. Should either Party be held liable for damages which, under this clause, should be borne

by the other Party, such other Party shall indemnify the first Party for any amount paid in excess of its own liability pursuant to this Article 10.1.

10.2 Unless otherwise required by mandatory provisions of law, DAB shall not be liable, under any circumstances, for loss of production, revenue, profits, business opportunities, data, or goodwill; for damages resulting from unauthorised access to data or systems; for business interruption; or for any indirect, consequential, special, or punitive damages arising out of or in connection with the Contract, even in the event of a breach thereof. DAB shall also not be liable for any penalties, liquidated damages, or other similar obligations to pay compensation or indemnification assumed by the Client towards third parties.

10.3 Except as required by mandatory provisions of law, DAB's total liability to the Client for any damages or losses arising out of or in connection with the Contract, whether contractual or non-contractual, including in cases of negligence, breach of statutory duty, or on any other grounds, shall in no event exceed 30% of the total amount paid or payable by the Client under the Contract, net of VAT and taxes, in relation to the specific supply or Service from which the claim arises.

10.4 The limitations of liability set forth in Articles 10.2 and 10.3 above shall not apply to the extent that liability cannot be excluded or limited under mandatory provisions of law, including in cases of wilful misconduct or gross negligence, or in cases of death or personal injury.

10.5 The Client and DAB agree that the price of products and services reflects the balance of mutual rights and obligations under the contract, including expressly the limitations set forth in this Clause 10.

10.6 With respect to any Proceeding brought by any third party, other than the Client, against DAB and arising out of or in connection with the Contract, the Client's purchase or use of the Products, and/or the purchase of Services, the Client shall promptly notify DAB of the commencement of such Proceeding and shall indemnify and hold DAB harmless from and against all Losses arising from such Proceeding, except to the extent that such Losses were caused by DAB's gross negligence or willful misconduct. For the purposes of this Clause, "Proceeding" means any judicial, administrative, or arbitral action, claim, investigation, or proceeding, and "Losses" means any damages, legal fees, costs, expenses, and other losses reasonably incurred.

11. CODE OF CONDUCT

11.1 The Client declares that they have read and understood the DAB Code of Conduct, available at www.dabpumps.com/it, and undertakes not to engage in any conduct that may result in a breach thereof, further committing to extend this obligation to their own employees.

11.2 Failure to comply with the provisions of this document shall constitute a material breach of contract. In cases that DAB, at its sole discretion, considers more serious, DAB reserves the right to terminate the Contract with immediate effect, without prejudice to its right to claim damages.

11.3 The Client agrees to immediately notify DAB in writing of the commencement of any criminal proceedings or of any conviction, including non-final judgments or convictions where relevant, for predicate offences referred to in Legislative Decree No. 231/2001. In such cases, if the circumstances are likely to affect the relationship of trust between the Parties or expose DAB to reputational, legal, or compliance risks, DAB reserves the right to terminate the Contract, without prejudice to its right to claim damages.

11.4 DAB and the Client undertake to comply with all applicable laws and regulations on anti-corruption, anti-money laundering, fraud prevention, and conflicts of interest. The Client represents that it has not offered, promised, authorised, or paid, directly or indirectly, any money, benefit, or other undue advantage to public officials, public service employees, private individuals, or DAB employees in connection with the Contract. Any breach of this section shall constitute a material breach of contract and shall entitle DAB to suspend performance of the Contract and/or terminate it in accordance with the applicable law.

12. EXPORT CONTROLS AND INTERNATIONAL SANCTIONS

12.1 The supply of Products and Services under the Contract is subject to applicable export control regulations and economic and trade sanctions, including, but not limited to, those issued by the European Union, the United Nations, and the United States of America.

12.2 The Client agrees to comply with all applicable export control regulations and international sanctions and to maintain adequate internal procedures and controls to ensure such compliance. The Client represents and warrants that neither it nor any of its directors, officers, shareholders, or affiliates is subject to sanctions or included on any list of entities subject to restrictive measures. DAB's performance of the supply is conditional upon the Client's compliance with these obligations.

12.3 DAB reserves the right to suspend, delay, refuse, or cancel, in whole or in part, the supply of Products and/or Services if such supply is, or may reasonably be deemed to be, prohibited, restricted, or subject to authorisation under export control regulations or international sanctions. In such cases, DAB shall not be held liable for any claims, demands, or damages, whether direct or indirect.

12.4 To enable the competent authorities or DAB to verify compliance with export control regulations and international sanctions, and to obtain any authorisations, licences, or clearances necessary for the export or supply of Products or Services, the Client shall, upon DAB's request, promptly provide all information regarding the final recipient, the parties involved in the supply, the country of final destination, and the specific intended use of the Products or Services.

13. TRANSPORT

13.1 Transport shall be carried out in accordance with the terms agreed between the Parties and managed by the designated Carrier. Upon receipt of the goods and in the presence of the Carrier's representative, the Client shall inspect the condition of the Products, verify the quantity received, and confirm compliance with the Order Confirmation and the delivery note (DDT). Any apparent damage, defects, or shortages must be reported immediately by entering on the consignment note or the Carrier's electronic device the wording "SPECIFIC RESERVATION OF INSPECTION FOR...", followed by a description of the issue identified (e.g., Damaged Goods or Missing Goods), and by promptly notifying DAB accordingly. Failing such reservation and notification, the Client shall forfeit any right to assert claims relating to apparent defects or shortages that could have been identified through a reasonable inspection at the time of delivery.

13.2 With respect to shipments carried out by carriers appointed by the Client, the Client shall indicate the relevant carrier account code in the Order to enable DAB to arrange the booking of the carrier on the Client's behalf. In the absence of such information, DAB shall not guarantee completion of the booking process. DAB shall not be liable in any way for any loss, shortage, or

damage arising during transport performed by a carrier appointed by the Client. The Client shall be solely responsible for submitting any claim directly to its appointed carrier.

13.3 Where the goods have been accepted subject to a duly reasoned and specific reservation of inspection, the Client shall notify DAB in writing without undue delay, and in any event no later than eight (8) days from receipt of the goods, specifying the delivery note (DDT) number or shipment reference. Such notice shall include all information reasonably necessary to enable DAB to assess a possible replacement of the damaged Product or to manage any claim against the Carrier, it being understood that this shall not give rise to any liability on the part of DAB for transport-related damage. The right to enter a reservation of inspection in relation to transport damage is granted to the Client. Should the Carrier refuse to allow such reservation to be entered, the Client shall immediately notify DAB in writing and provide evidence of such refusal by any appropriate means.

13.4 If, upon opening the package, the Product is found to be damaged and no specific and duly reasoned reservation of inspection was entered upon delivery, DAB shall not be in a position to initiate or pursue any claim procedure for compensation of transport-related damage.

14. WARRANTY

14.1 The terms and conditions of the applicable warranty are governed exclusively by the document "General Warranty Terms and Conditions" published on the DAB website or in print in the price list and in effect as of the date of the Order, which constitutes an integral part of the Contract.

15. RETURNS

15.1 No return of new products purchased by DAB with request for credit or replacement will be accepted, except in exceptional cases to be screened and authorised in advance in writing by DAB from time to time.

16. TERMINATION

16.1 If one Party is in breach of its contractual obligations, the other Party shall have the right to terminate the Contract, without prejudice to the right to compensation for any additional damages. Termination shall take effect immediately if the breach is of such gravity that it cannot be remedied. In all other cases, the non-defaulting Party may terminate the Contract if the breach has not been remedied within 30 days of receipt of a written notice to cure. If, due to the nature of the breach, it cannot be fully remedied within that period, the non-breaching Party may terminate the Contract if the breaching Party has not taken the necessary steps to remedy the breach within the aforementioned 30 days. This is without prejudice to any additional rights of termination and withdrawal provided for in the Contract or by applicable law.

16.2 During the period of default, DAB reserves the right to take all appropriate measures to protect its interests.

16.3 The termination of the Contract, for any reason whatsoever, shall not affect the validity or enforceability of any provisions which, by their nature or by express provision of the Contract, are intended to survive such termination, including, but not limited to, provisions concerning payment obligations, confidentiality, limitation of liability, indemnification, intellectual property, applicable law, and jurisdiction.

16.4 In the event of termination of the Contract, for whatever reason and/or cause intervened, DAB shall be entitled to payment for supplies made, orders in progress up to the date of termination of the Contract.

17. MISCELLANEOUS

17.1 The Contract may not be assigned or transferred to third parties, in whole or in part, by the Client, without the prior written consent of DAB. DAB reserves the right, without prior notice, to assign the rights and obligations under the Contract, to any company within the DAB Group, a list of which is available on DAB's website.

17.2 A quotation by DAB is valid for a period of 30 days from the date of issuance unless DAB has specified otherwise in the quotation. DAB reserves the right to change the quotations before the expiration of the validity period if the Client has not yet placed a purchase order.

17.3 All illustrative and descriptive documentation regarding the Products, including photographs, drawings, technical specifications, catalogues, price lists, and data relating to dimensions, weights, capacities, or performance, is provided for information purposes only and is subject to change. DAB undertakes to prepare such documentation with reasonable care but shall not be liable for any errors or omissions it may contain. DAB reserves the right, at any time, to correct material, typographical, or clerical errors or other omissions in promotional materials, quotations, price lists, order confirmations, invoices, or other documents issued by DAB, and will notify the Client if the correction has a material impact on the Contract.

17.4 DAB shall have the right to make any changes to the products and services that are necessary to comply with applicable laws or safety requirements, or that do not materially and adversely affect the nature or quality of the products and services. Such changes may be made at any time without prior notice or the need to obtain the Client's consent.

17.5 DAB reserves the right to manufacture the products in any of the DAB Group's plants.

18. CONFIDENTIALITY AND PERSONAL DATA

18.1 The Parties agree to keep strictly confidential and not to disclose, by any means or in any manner, the contents of the Contract, all technical and commercial information, specifications, prices, inventions, processes, initiatives, and all other information concerning the disclosing party's business, its Products, and Services that are of a confidential nature (confidential information).

18.2 DAB guarantees that the processing of personal data provided in connection with the conclusion of the Contract will be carried out in accordance with the principles of lawfulness, fairness and transparency and always in a manner that complies with the applicable data protection laws. To learn more visit DAB's website where the DAB privacy notice is available.

19. FORCE MAJEURE

19.1 Neither party shall be in breach of the Contract nor liable for delay in performing, failure to perform or any of its obligations that is caused by an event or condition beyond the reasonable control of either party, including, but not limited to: acts of God, fire, hurricane, flood, explosions, strike, boycott, labour disputes, epidemics, pandemics, viral emergencies or acts of Government Authority ("Force Majeure"). In the event of a Force Majeure, the parties agree to suspend the affected party's obligations until the Force Majeure situation ceases to exist, and such affected

party shall not be liable for any kind of losses or damages whatsoever incurred during the period of Force Majeure.

19.2 Subject to any mandatory provisions of applicable law, either Party may terminate the Contract with immediate effect upon notice to the other Party if the force majeure event persists for a period of 6 consecutive months. In the event of termination due to such circumstances, neither Party shall be liable to the other for such termination. However, such termination shall not affect any rights accrued, pre-existing claims, and obligations due before the effective date of termination, nor shall it affect the provisions of the Contract intended to survive its termination.

20. APPLICABLE LAW AND JURISDICTION

20.1 The Contract, as well as any dispute, claim or obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Italy, excluding any conflict of laws rules that would result in the application of the laws of another jurisdiction. Subject to any mandatory rules on jurisdiction under the applicable law, the courts of Padua, Italy, shall have exclusive jurisdiction over any dispute arising out of or in connection with the Contract. The application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is expressly excluded.

20.2 Notwithstanding Clause 20.1 above, DAB reserves the right, to the extent permitted by applicable law, to bring proceedings against the Client before any court having jurisdiction over the Client's registered office, domicile, or assets subject to enforcement.