# GENERAL TERMS AND CONDITIONS OF SALE

These general conditions (the "**General Conditions**") apply to all sales made by ARIX S.p.A. with registered office in Viale Europa, 23 - 46019 Viadana (MN) - VAT and Tax Code. IT 00624800207 (the "**Seller**" or "**ARIX**") towards any purchaser (the "**Purchaser"** and, jointly with the Seller, the "**Parties**") with reference to the products of the Seller under the brands ARIX, Tonkita, Bettina and Aqua Massage (the "**Products**" and, individually, the "**Product**"), without the need for an express reference to them or a specific agreement at the conclusion of each individual commercial transaction.

The signing of the General Conditions expressly excludes the application of any general or special conditions used by the Purchaser in his own business transactions.

In the event of any discrepancy between the General Conditions and the purchase order transmitted by the Purchaser and accepted by ARIX (the "**Order"** or, in the plural, the "**Orders**") the provisions of the Order shall prevail.

## 1. Acceptance of General Terms and Conditions

Before placing an Order, the Purchaser must read the General Conditions carefully. Submission of the Order implies full knowledge and acceptance thereof by the Purchaser.

Any deviation from these General Conditions shall only be valid if expressly agreed in writing between the Parties.

## 2. Orders and Order Confirmation

Each Order shall be sent in writing to the Seller by e-mail. The Order shall be deemed accepted by the Seller and, consequently, the contract of sale shall be deemed finalized when the Purchaser receives the order confirmation from the Seller (the "***Order Confirmation***"), or when the Seller starts to execute the Order. If the Order is preceded by an offer from the Seller, the latter shall be valid for a maximum duration of 30 (thirty) days, unless otherwise indicated in the offer. Purchase Orders expressly or tacitly accepted shall have full contractual effect between the Parties and, together with these General Conditions, shall constitute the contract (the "***Contract***").

The Purchaser may modify or cancel the Order already transmitted to the Seller, by written notice containing the references of the Order to be cancelled or the data to be modified, only if the aforesaid notice of cancellation or modification of the Order is received by the Seller prior to the conclusion of the Contract stipulated according to this article 2. Any subsequent cancellation or change request shall be expressly accepted by Seller. In any event, the Purchaser shall indemnify the Seller for all

expenses incurred and damages suffered as a result of such modification or cancellation. In the event of cancellation, any deposits or advances paid by the Purchaser shall be deemed to be definitively acquired by the Seller.

## 3. Product Features

By sending the Order, the Purchaser acknowledges that he has carefully examined the technical, functional and aesthetic characteristics of the Products contained in the offer transmitted by the Seller, or in the catalogue of Products marketed by the Seller available on the website https://arix.it/ and/or made available to the Purchaser, and that he considers them to be suitable for the use to which he intends to directly or indirectly assign the Products.

In any event, information or data on the characteristics and/or specifications of the Products contained in catalogues, price lists, brochures, websites or other similar documents shall be purely indicative and shall not bind the Seller unless expressly referred to in the Order.

The Seller reserves the right to make such changes to the Products as may be necessary or appropriate without altering their essential characteristics.

## 4. Prices

The prices of the Products are indicated in the Seller's price lists and are subject to revision in the event of changes in the costs of purchasing raw materials, labour and/or transport rates.

The prices are not inclusive of VAT (at the percentage in force from time to time) which must, therefore, be added to the Price on the date of issue of the relevant invoice. The prices shall be those in force at the time of the Order. If, due to circumstances beyond Seller's control, the price is increased by up to 5% of the initial value, it shall be automatically adjusted, and the Purchaser undertakes as of now to accept such adjustment. In the event of price increases more than 5% the Seller shall be entitled to withdraw from the Contract without any obligation to pay compensation.

Prices include standard packaging. The Purchaser may request special packaging from the Seller, and the cost thereof is not included in the price.

In any case, the prices of the Products do not include customs duties, fees, permits, certifications, taxes and/or export taxes and similar incidental charges.

## 5. Exchange Rate Variation

In the event that the price is expressed in a foreign currency and the exchange rate of the same against the Euro undergoes a relevant reduction the Seller shall have the right to suspend the supply of the Products by informing the Purchaser at least 5 days in advance of the date scheduled for

delivery. Such suspension shall be valid until the Purchaser accepts a price increased by an amount equal to the devaluation recorded between the day on which the order confirmation was sent and the day on which the Seller obtained the consent to change the price. To determine the change in the currency in which the price is expressed, in relation to the Euro, reference shall be made to the official exchange rate published by the European Central Bank.

## 6. Terms of Payment

The payment of the price of the Products shall be made within the terms agreed upon in the offer and indicated in the Order Confirmation or, in the absence of a specific indication, within 30 days from the date of invoice issue, by bank transfer to the Seller's current account, whose IBAN code will be communicated to the Purchaser in the Order Confirmation or, in any case, in sufficient time to allow the Purchaser to make payment. In the event of payment delays with respect to the terms indicated to the Purchaser and/or with respect to the provisions of this article, the Seller may suspend the execution of Orders in progress without penalty and with the Purchaser's waiver of the right to compensation for damages, until the outstanding invoices have been paid in full. Should the delay continue for more than 30 (thirty) days, the Seller shall have the right to charge the Purchaser, without the need for a formal notice of default, default interest pursuant to Italian Legislative Decree no. 231 of 9 October 2002, as amended, up to the date of actual payment, without prejudice to any other remedy provided for in favour of the Seller by these General Conditions and/or by law.

It shall in any case be understood that the Purchaser is not authorized to suspend payments or to make deductions, reductions or offsets for any reason whatsoever, not even in the event of complaints or disputes, unless previously agreed upon in writing with the Seller.

The Purchaser shall not issue against the Seller any claim, dispute or demand, either in action or by way of exception, unless the amounts invoiced by the Seller have been settled in full.

## 7. Delivery Terms and retention of title

Delivery terms shall be indicated in the Order Confirmation and, unless otherwise specified, shall always be understood as indicative and shall correspond to the time required to process and prepare the Products requested by the Purchaser in the Order.

Unless otherwise indicated in the Order, the sale is understood to be carried out CIF (as defined by the INCOTERMS® of the International Chamber of Commerce (ICC) in force on the date of conclusion of the contract of sale), whereby the Seller makes the goods available on the ship identified at the port specified in the Order, with freight and insurance paid up to the port agreed with the Purchaser, while the Purchaser assumes all subsequent costs and risks of transport, ship unloading, customs. The transfer of-all risks connected thereto to the Purchaser shall be completed at the time of delivery to the sea carrier.



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SAFETY SYSTEM ISO 45001 CERTIFIED
QUALITY SYSTEM ISO 9001 CERTIFIED

The property of the Products shall pass automatically and irrevocably to the Purchaser at the moment the Products are loaded on the first carrier for transportation to the Purchaser.

It is expressly agreed that, should the Purchaser request shipment of the Products to countries whose government and/or any of its agencies are subject to the restrictions imposed by the European Union and/or implemented by the United States Office of Foreign Assets Control ("OFAC") and/or by the competent Authorities of the United Kingdom (the "Sanctioned Country"), the Purchaser represents and warrants that it is fully aware of the applicable limitations and accepts that the Seller shall not assume any liability of any kind from the moment the ship enters the territorial waters of the Sanctioned Country or calls at any port therein.

From the same moment, the Purchaser acknowledges and accepts that no insurance coverage shall be guaranteed on the Products and that any and all risks, losses or damages relating thereto shall be borne exclusively by the Purchaser.

The Purchaser further undertakes to indemnify and hold the Seller fully harmless from any claim, loss, cost, damage, penalty or proceeding — whether administrative, civil or criminal — that may arise, directly or indirectly, from shipment to a Sanctioned Country or from any breach of the applicable legislation on foreign trade restrictions and international sanctions, including any restrictive measures adopted by the European Union, OFAC or the competent United Kingdom Authorities.

The Purchaser shall inform the Supplier before the conclusion of the Contract with reference to any activities (such as inspection from qualified authorities and/or department), authorization and any other condition (such as custom tariffs heading) necessary for the forwarding of the Product to the Purchaser. It is understood that the Supplier is not familiar with the legislation applicable to shipments to the Purchaser, and therefore shall not be liable in the event of missing or incorrect information provided by the Purchaser.

## 8. Product Defects and Seller's Warranty

Should inspections show substantial discrepancies with the standards and/or serious flaws and/or defects such as to make the Product unfit for use (the "**Defects**" or the "**Defect**"), the Purchaser may report such Defects in writing to the Seller, no later than the 8th (fifth) calendar day following delivery and, in any case, no later than 1 (one) year from delivery, pursuant to Article 1495 of the Italian Civil Code. Failure to comply with these terms will result in forfeiture of the right to make claims and to enforce any warranty in relation to the Products (which will then be deemed to have been fully accepted without reservation). Unaccepted Products shall be kept separate from accepted Products and shall be available to the Seller for verification purposes.

The Purchaser's complaint must mandatorily contain, in detail and punctually:

(i) the date of withdrawal of the relevant Product;



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(ii) the number of the lot;
(iii) the nature of the Defects or the Defect and the quantity of the Product deemed non-compliance, accompanied by photographic documentation and dated.

The Seller shall examine each complaint sent by the Purchaser in accordance with the previous paragraph and provide the Purchaser with a written reply within 15 (fifteen) business days from receipt of said complaint.

The Seller may request, at its own expense, that counter-analyses are carried out. It is in any case understood that if the counter-analysis (a copy of which shall be provided to the Purchaser) show that the Products withdrawn and replaced are in line with the quality and quantity standards required, the Seller shall have the right to reimbursement of the expenses and costs incurred for the withdrawal and replacement of the Products, as well as for the performance of any counter-analysis, in addition to payment of the Products themselves.
In the event of the ascertained existence of Defects, the Seller shall, at its discretion, replace the Product or issue a corresponding credit note for its Price.
In no event shall the Seller be liable if:
(i) the Product has been misused, neglected or accidentally damaged after collection;
(ii) the Purchaser has used the Product without complying with the instructions provided by the Seller in the information materials and/or in the manual regarding the use, installation, cleaning, and maintenance of the Products;
(iii) the Product has been modified or repackaged;
(iv) the Product shows normal wear and tear
(v) the original packaging has been modified in any way.

Without prejudice to the provisions of the preceding paragraphs, if, following the aforesaid checks, serious hidden defects or defects that are not recognisable - with the diligence of a qualified operator - of the Products should emerge, the Purchaser shall report the aforesaid serious hidden or non-recognisable defects in writing within 5 (five) days from the date of discovery – i.e. the date on which the Purchaser has become certain, if necessary following specific examinations or tests, that the defect actually exists - and, in any case, no later than 1 (one) year from delivery.

In the event that the Products comply with the quality and quantity standards contained in the offer transmitted by the Seller, or in the catalogue of Products marketed by the Seller available on the website https://www.arix.it/ and/or made available to the Purchaser, but present problems of a different nature and/or minor defects and/or faults, the Parties agree that no replacement and/or return and/or refund and/or compensation shall be due and the Products shall be considered correctly delivered in accordance with the law and these General Conditions.


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## 9. Liability Limitations

The Seller shall not assume any further warranty obligations except as provided for in Article 8, with the exclusion of any further warranty and liability provided for by law, except in cases of willful misconduct or gross negligence. In particular, the Seller shall not be liable for indirect or consequential damage, for any reason whatsoever, whether contractual or non-contractual, including, but not limited to, loss of profit, loss of turnover, damage to image. The Purchaser shall not be entitled to compensation for damage to persons or property other than the Products, unless it appears from the circumstances of the case that the Seller has committed willful misconduct or gross negligence. If the Seller is obliged to compensate the Purchaser for damages, such compensation shall not exceed an amount equal to the total price of the Products referred to in the relevant Order placed by the Purchaser.

## 10. Force majeure

The Seller shall not be liable to the Purchaser for any delay, reduction in the quantity ordered, non-delivery or cancellation of the supply of the Products if due to unforeseeable circumstances beyond the Seller's control, such as, but not limited to, strike, boycott, lockout, fire, war, civil war, riots and revolutions, requisition, embargo, epidemic (such as, for example, a Covid-19 pandemic) and related measures of governmental authority (each, a '**Force Majeure Cause**').

Upon the occurrence of any Force Majeure Cause, the Seller shall promptly notify the Purchaser in writing of an estimate of the extent and duration of such Force Majeure. Should the Force Majeure Cause continue uninterrupted for a period of more than 60 days, the Parties shall consider in good faith the most appropriate action to be taken, including termination of the contract. If the Seller intends to avail himself of the termination of the contract due to Force Majeure, he shall give the Purchaser 15 days' prior written notice, after which the contract shall be deemed terminated without any liability on the part of the Seller.

If, as a result of the occurrence of any Force Majeure Cause, the Seller's performance becomes excessively onerous, the Seller shall, at its own discretion, have the right to terminate the Contract with immediate effect by simple written notice to the Purchaser, without incurring any liability, or to require the Purchaser to modify the terms and conditions of the Contract fairly and by mutual agreement. Pursuant to this Section 10, performance shall be deemed excessively onerous if costs for the Seller for the production and/or shipment of the Products increase by more than 8 (eight) %.

## 11. Industrial and intellectual property

The purchase of Products and their use, whether direct or indirect, unless otherwise provided for, does not imply the transfer to the Purchaser of any industrial or intellectual property right (including licences or other rights to use patents, copyrights or other industrial property rights - including

*know-how* and technological, methodological and organizational knowledge) on the Products, artistic creations or accessories used for their production (sketches, new labels, moulds, clichés, punches, etc.), or which have been made available or, in any case, communicated by the Seller to the Purchaser within the scope of the Contract, which remain the exclusive property of the Seller and/or licensed exclusively to the same.

## 12. Confidentiality

The Purchaser undertakes (i) to keep strictly confidential, and not to make any use of it other than for the purpose of the performance of the relationship governed by these General Conditions, all information and technical or commercial data relating to the Products and the Seller's business (the "**Confidential Information**") and (ii) to ensure that such Confidential Information shall be kept confidential and shall not be used other than for the purpose of the performance of the relationship governed by these General Conditions by any of the Purchaser's employees, collaborators, external consultants and subcontractors who may become aware of it in any way, including by signing appropriate confidentiality agreements.

This confidentiality undertaking shall continue to apply even after the termination of the relationship governed by these General Conditions, and until the Confidential Information has entered the public domain.

## 13. Legislative Decree No. 231/2001

The Purchaser, acknowledging that Legislative Decree No. 231/2001 is in force in Italy, declares that he is familiar with the Seller's Organization, Management and Control Model and Code of Ethics, available on the website https://arix.it and upon request, and undertakes: (i) not to engage in, contribute to or cause conduct which, taken individually or collectively, directly or indirectly integrates the types of offences referred to in Legislative Decree No. 231/2001; (ii) not to engage in conduct which, although not constituting offences per se, may be the basis of or may potentially integrate offences referred to in Legislative Decree No. 231/2001; (iii) to comply with the principles of the Code of Ethics and the Code of Conduct of the Seller for the entire duration of the Contract or in any case of its collaboration with the Seller in order to avoid the occurrence of the offences referred to in points (i) and (ii) above. Violation by the Purchaser of the provisions of this article constitutes serious breach of contract, pursuant to Article 1455 of the Italian Civil Code. The Seller may therefore warn the Purchaser to remedy the breach within a period of fifteen (15) days from receipt of the notice of default, pursuant to Article 1454 of the Italian Civil Code. If the Purchaser fails to remedy its breach or in the event of a repetition of the breach, the Contract shall be considered terminated pursuant to the law, without prejudice to compensation for all damages incurred by the Seller in connection with such breach. The Purchaser shall indemnify the Seller

against any and all liabilities, damages, costs and/or expenses incurred by it and resulting from any breach of this article.

## 14. Personal Data Protection

The personal data collected will be processed for the sole purpose of implementing these General Conditions or to fulfil a legal obligation and, in any case, in accordance with the applicable data protection legislation. The data will be processed for the entire duration of the contractual relationship and also thereafter, to the extent necessary to fulfil legal obligations and for administrative purposes. At the end of the mandatory retention period, the information will be deleted from the computer media or destroyed.

The complete and up-to-date privacy policy is available at https://arix.it.

The Purchaser undertakes to fully indemnify and hold the Seller harmless from any damage and/or liability arising from violations of data protection legislation attributable to the Purchaser.

## 15. Applicable law and jurisdiction

These General Conditions are governed by Italian law.

Any dispute arising in connection with the General Conditions, related contracts and/or related documents shall be submitted to the exclusive jurisdiction of the Court of Milano.



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