

## WINDOW AUTOMATION INDUSTRY GENERAL TERMS AND CONDITIONS OF SALE

### SCOPE

These General Terms and Conditions of sale and warranty - GTCs - apply to all contracts entered into between WAY and the Customer for the sale of products as of 1 March 2023.

All orders sent to WAY will imply that, at the time of sending the order, the Customer acknowledges these General Terms and Conditions as binding, without any reservations.

Under no circumstances will other terms and conditions of any kind stated in orders and/or other documents sent by the Customer be deemed applicable, unless expressly accepted in writing by WAY, as such different terms and conditions will not be binding, including as a result of tacit consent.

WAY may amend these GTCs at any time, giving notice thereof to the Customers; amendments will be valid on sales contracts concluded as of the first day of the second month following the day on which the above notice has been sent.

### ORDERS

Purchase orders sent by the Customer to WAY by e-mail constitute a purchase proposal which will be finalized with the formal acceptance of the order by WAY after the order confirmation has been sent. Once the purchase orders have been accepted by WAY by order confirmation, they shall not be cancelled or modified by the Customer without written consent. Should the order confirmation include conditions of sale different from those contained in the Customer's order in whole or in part, the Customer may cancel the order within 7 days from the date of receipt of confirmation. Unless otherwise agreed in writing with the Customer, prices will be understood for goods including standard packaging, but not including transport.

The Customer's transmission of a purchase order in the aforementioned manner will imply full acceptance of these GTCs. WAY reserves the right to add, amend, or eliminate all or part of these GTCs before the contract with the Customer has been finalized.

The Contract shall be signed by persons holding the necessary powers, as shown in a power of attorney or written authorization.

Sales Contracts finalized following the Order Confirmation will replace any other, written or verbal, undertakings, contracts, or agreements previously entered into between the Parties.

### SALES PRICES

WAY shall apply the price specified in the Contract. In the event that the price has not been expressly stated, the price applied by WAY for the Product in question shall be applied in accordance with the price list in force.

If any changes occur in the circumstances and conditions that affect the price formation coming into force in the period between WAY's offer and the delivery term, WAY will have the right to adjust the prices applied for such Products, giving prior notice thereof to the Customer. Price changes will be valid for Customer orders sent as of the first day of the second month following the month in which the change has been notified. The final price will, in any case, be the price shown in the order confirmation sent by WAY to the Customer.

Prices will always be denominated in Euros, not including the VAT as required by law (VAT excluded).

Unless otherwise agreed in writing with the Customer, prices shall be understood for goods including standard packaging.

Discounts granted to Customers on the selling price stated in the price list will be acquired by the latter only following full payment of the supply by the agreed deadline(s). In the event of default by the Customer, WAY will proceed to issue a debit note for the agreed discount on the list price.

## **TERMS OF DELIVERY AND FORCE MAJEURE**

The delivery terms and methods to be used shall be those stated in the Order Confirmation.

Terms shall be considered indicative and shall be subject to supply and shipping time requirements.

Terms of delivery shall not be of the essence as pursuant to Article 1457 of the Italian Civil Code and shall not in any case include shipping time; WAY will assume no liabilities for any delays attributable to carriers/forwarders.

WAY will not be liable for delays in deliveries or for its own non-fulfilment directly or indirectly caused by:

- a) events of Force Majeure (including, but not limited to, measures of public authorities, wars, riots, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics, pandemics);
- b) circumstances beyond WAY's control, such as to prevent the procurement of manpower, materials, commodities, components, systems in general, energy, fuel, means of transport, government authorizations or measures.

In no event will any delays by WAY in the delivery of the Products give the Customer the right to terminate the Contract and/or request compensation for damages. The Customer hereby waives in advance its right to make any complaints, claims, objections, and/or counterclaims in such regard.

## **SHIPPING AND TRANSPORT**

Goods shall be shipped ex-works and shall travel at the Customer's full risk. Transfer of the risk shall become effective as of the time of delivery of the goods to the carrier for shipment and transport.

Insurance to cover transport risks may only be taken out following a written request by the Customer, at its expense, and shall be shown in the order confirmation. The Customer shall be responsible for verifying the shipment and transport of the goods upon receipt. In the event of breakdown, loss, theft, or other damage, it shall be the Customer's responsibility to ensure that a reservation and complaint is entered in the transport document to be signed by the carrier.

The reservation and complaint shall be confirmed by registered letter with acknowledgment of receipt, or via certified email service (PEC), addressed to the carrier, and copied to WAY, within three (3) days following the delivery of the goods.

## **DEFECTS AND COMPLAINTS**

In relation to Product defects and complaints, it should be noted that:

- a) any packaging defects shall be reported in writing at the time of delivery, under penalty of forfeiture;
- b) no complaints concerning the quality and/or integrity of the Product and packaging shall be permitted if the Customer has failed to keep the Product available for the necessary inspections.

The Customer shall be required to keep the Product which it assumes to be defective in an appropriate location, making it available for the necessary investigations, and shall, in any case, be required to do whatever necessary to reduce the risk of further deterioration.

As soon as any defects are discovered, the Customer shall in any case be required to immediately stop using the Product which is presumed to be defective and to implement all necessary precautions to reduce any damage.

Failure to submit complaints or claims within the terms stated below and/or use of the Product by the Customer in spite of having discovered such defects shall constitute the unconditional acceptance of such Product and waiver of any complaint and/or claim related thereto.

No returns of goods will be accepted without the formal, prior approval of WAY. The following goods shall be excluded from the return procedure and will therefore be sent back to the Customer at its expense:

- goods not identifiable by means of the corresponding serial number;
- goods that have been tampered with and/or modified by the Customer without authorization;
- goods not accompanied by a copy of the return authorization;
- goods for which the Customer is unable to submit documentation proving WAY's supply, the relevant transport document, and/or invoice. Any risks and costs for the return shall always be borne by the Customer.

In the event of WAY's confirmation of obvious defects and/or non-conformities, the Customer may, always at WAY's discretion, obtain the free replacement of the goods or the reimbursement of the agreed price, if paid. Payment of any indemnity and compensation for damages of any kind and amount shall in any case be excluded.

#### **OBLIGATIONS OF THE CUSTOMER IN THE EVENT OF DEFECTS AND COMPLAINTS**

Before using them, the Customer shall be required to promptly verify whether the Products are intact and free from defects. Under penalty of forfeiture of the warranty, the Customer shall be required to report in writing, by registered letter with return receipt or by certified email service (PEC), any defects and/or faults found no later than 8 (eight) days from the date of delivery of the Products, or, in the case of concealed defects, no later than 8 (eight) days from their discovery. The Customer shall bear the burden to prove the date of discovery.

In compliance with the terms and conditions referred to in the preceding clause, Purchasers shall promptly notify any and all defects, including any obvious defects in relation to quality and quantity.

In the event of defects that may cause damage, the above notice shall be given by the Customer to WAY immediately.

Each notice relating to Product defects shall contain a description of each defect found.

In case of failure to notify the defect within the required terms, the Customer shall forfeit the right to enforce the warranty.

In the event that the Customer has notified the defects within the required terms but no defect is found, WAY shall be entitled to dismiss the complaint.

WAY shall bear no liabilities towards the Customer or third parties for any, direct or indirect, injuries to people or damage to property or animals caused by the use of the Product for purposes not appropriate to its nature and/or abilities, and/or if the Product is used beyond its degree of capacity, or in the event of forced interruption of its use, and as a result of failure to comply with all the instructions specified in the user manual, in particular with regard to installation, configuration, use, maintenance and safety warnings.

Unless otherwise agreed in writing between the parties, all ancillary costs for replacement operations shall be borne by the Customer and shall be at the risk of the Customer.

## **PAYMENT TERMS**

The relevant terms and methods of payment shall be stated and/or referred to in the Order Confirmation.

WAY may grant payment extensions having regard to the Customer's financial situation, the computation of expenses and interest for the extension granted, and the guarantees received.

Failure to pay, or delays in payment of, all or part of the agreed price shall entitle WAY to suspend the performance of the Contract until full payment is made of the sums due or to terminate the Contract with all legal consequences; this shall also apply if the Contract provides for the staggered delivery of products or for payment of a deposit before delivery.

In the event of delays and/or irregularities in the Customer's payments, WAY shall have the right to apply default interest on the outstanding amount according to the rate established by law pursuant to Legislative Decree No. 231/2002, without prejudice in any case to WAY's right to request compensation for any greater damage suffered. In the event of non-payment, irregular or delayed payment, any amount due by the Customer to WAY for any reason shall also become immediately payable.

WAY shall in any case have the right to suspend the performance of the Contract or to terminate the same if the Customer's equity and/or financial position is such as to jeopardize the related payment or when the Customer has failed to make timely and accurate payments for products previously delivered by WAY, including as part of past supplies.

In the event of default in payments for supplies, the shipment of goods arising from orders being processed shall be suspended and, notwithstanding the payment terms stated in the order confirmation and by notifying the Customer, may only be carried out against payment in advance and without any contractual discounts.

If terms of payment by instalments have been provided for in the sales contract, the provisions of Article 1523 et seq. of the Italian Civil Code relating to sales with retention of title shall apply. In this case, failure to pay even only one instalment shall cause the Customer to forfeit the benefit of the term. Any and all instalments still due shall become immediately payable.

In the case of a new Customer or in the case of an Order placed by a Customer in respect of whom WAY's insurer has issued a negative opinion, the amount due shall be paid before delivery or WAY may request an advance payment from that Customer. WAY may grant the Customer specific terms of payment following an analysis of the Customer's creditworthiness on the part of the insurer or WAY's accounting department.

## **INTELLECTUAL PROPERTY AND USE OF THE TRADEMARK**

Any intellectual and industrial property rights, including but not limited to data, drawings, advertising brochures, and technical documentation, shall be the full and exclusive property of WAY and their disclosure or use under these GTCs shall create no rights or claims for the benefit of the Customer. The Customer undertakes not to perform any acts that may be incompatible with the ownership of intellectual property rights.

In particular, the Customer undertakes to:

- a) process information, data, drawings, know-how, documentation received and/or learned from WAY as confidential;
- b) restrict the use of such confidential information, documentation, and related access thereto to purposes relating to the performance of the Contract;
- c) not to reproduce any confidential information and documentation without the prior written approval of WAY;
- d) acknowledge that WAY is the exclusive owner of the Product trademark, where applicable;
- e) not to use or register trademarks that are similar and/or confusingly similar to the Product trademark.

## **WARRANTY**

The Products supplied by WAY shall be manufactured, packaged, and sold in compliance with the business sector regulations in force in Italy.

Unless otherwise agreed between the Parties, the Products shall be covered by a warranty for defects for a period of 5 years from acceptance with effect from the term corresponding to the date of the transport document or, failing this, from the date of the sales invoice.

The warranty shall only cover Product manufacturing and design defects and faults relating to the materials used, not including alterations to the Products caused by the Customer's improper use or by negligence, wilful damage, incorrect installation, subsequent to the sale made by WAY, tampering, attempt at inadequate or inappropriate repairs by unauthorized personnel, use of non-original spare parts, and, more generally, any and all defects not attributable to the Product as originally delivered.

In the event of product defects attributable to materials, design, and manufacturing, WAY shall proceed to replace or repair them. Product repairs or replacements during the Warranty Period shall not extend the warranty expiry date, nor shall any compensation be paid for the period of non-use of the Product.

Products deemed defective shall be shipped, at the customer's expense, to WAY, Via C. Bassi 7/A, 40015 Galliera (BO), Italy - After-Sales Service. WAY may request the Customer to provide a copy of the product purchase invoice. If the products returned under warranty are found to be defective following WAY's evaluation, the latter shall replace or repair them free of charge. The shipping costs of replaced or repaired products shall be borne by WAY. If, following WAY's evaluation, the product is not found to be defective in relation to the materials used, design, and manufacturing, WAY shall automatically proceed to repair or return the non-repaired material. Once such operations have been completed, WAY shall notify the Customer in writing, including by e-mail, of the status of the product and any costs generated. The product shall be returned within one month from the date of receipt of the above notice. In case of dedicated shipment, the shipping costs shall be borne by the Customer.

The warranty shall always and in any case be excluded if the faults and/or defects reported by the Customer have been the result of the following:

I) installation of the Product not in compliance with the user manual provided by the manufacturer thereof or by WAY (in paper and/or digital format);

II) use of the Product not in compliance with its intended purpose or with restrictions of use, as specified in the technical documentation attached to the Product or otherwise supplied by WAY, upon request, before or after delivery;

III) failure to carry out ordinary maintenance as specified in the technical documentation attached to the Product or as instructed in applicable regulations in force;

IV) malfunctioning due to external agents such as: electric shocks, accidental or voluntary tampering, accidental or voluntary shocks and falls, exposure to liquids, humidity, steam, acids and any substance capable of damaging the product, use in extreme environmental or heat conditions, floods or other natural disasters;

The warranty shall not cover costs and expenses attributable to the replacement of materials subject to consumption and/or wear, to the product disassembly and re-installation, to ordinary maintenance activities, which will remain under the Customer's responsibility.

WAY shall bear no liabilities towards the Customer or third parties for any, direct or indirect, injuries to people or damage to property or animals caused by the use of the Product for purposes not appropriate to its nature and/or abilities, and/or if the Product is used beyond its degree of capacity, or in the event of forced interruption of its use, and as a result of failure to comply with all the instructions specified in the user manual, in particular with regard to installation, configuration, use, maintenance, and safety warnings.

## **EXPORT CONTROL**

The Customer is aware of the fact that the export or transfer of Products outside the European Union's customs territory or to certain parties/certain destinations could be subject to control by the competent authorities. The Customer warrants and represents that it has put in place all the necessary measures to comply with applicable national, European, and US legislation on export control and international economic sanctions.

In the event that the Products are exported or transferred abroad by the Customer, the Customer undertakes to export or transfer such products to Customers who are not included in the lists of natural or legal persons, entities, or bodies subject to restrictive measures by the European Union and/ or in the List of Specially Designated Nationals and Blocked Persons ("SDN List") prepared by the Office of Foreign Assets Control ("OFAC") and which are not owned or controlled by persons or entities included in such lists.

The Customer shall hold WAY harmless from any and all liability that may be caused to WAY due to any violations of rules, applicable from time to time, on export control and international economic sanctions in relation to the Products. The Customer undertakes to extend the provisions laid down herein to its sub-purchasers, if any.

## **GOVERNING LAW**

This Agreement shall be governed by the Italian law, with the exclusion of the United Nations Convention on the International Sale of Goods (Vienna – 1980 – CISG).

This Agreement and its annexes were drawn up and signed in the Italian language and the text of this Agreement in the Italian language is the only authentic text.

## **JURISDICTION**

All disputes that may arise between the Customer and WAY in relation to these GTCs and/or any Contract entered into pursuant to these GTCs, including those relating to validity, interpretation, effectiveness, performance, and termination, shall be under the exclusive jurisdiction of the Court of Bologna, including for the purpose of bringing any actions aimed at enforcing the Product warranty.

## **PERSONAL DATA PROCESSING**

By receiving WAY's offer and/or by registering on WAY's website, the Customer gives its consent to the processing of personal data pursuant to Article 13 GDPR - Regulation (EU) 2016/679 and national legislation on the protection of personal data, after viewing the specific privacy statement available on WAY's website in an extended version.

Personal data shall be processed in compliance with all precautionary measures ensuring the security and confidentiality thereof in compliance with the GDPR and for the sole purpose of effectively fulfilling the obligations established by statutory, civil law, and tax regulations associated with the company's business activity, including the management of receipts and payments deriving from the performance of contracts.

The Data Controller is: WAY, Via C. Bassi 7/A, 40015 Galliera (BO), Italy.

The personal data protection statement can be found at this address [www.way-srl.com](http://www.way-srl.com).

## **ANTI-CORRUPTION**

Each of the Parties shall fulfil its obligations in compliance with applicable laws and regulations and undertakes to comply with anti-corruption and money laundering legislation, in particular the 1977 United States Foreign Corrupt Practices Act (FCPA), the 1997 Convention of the Organization for Economic Co-operation and Development on Combating Bribery of Foreign Public Officials in International Business Transactions (OECD Anti-Corruption Convention), the law on prevention of money laundering and financing of terrorism and proliferation, in addition to the law on international sanctions and any other applicable anti-corruption laws. Within this framework, the

### **WAY-SRL (Window Automation industry S.r.l) a socio unico**

Sede legale: Galliera (BO), Via Cirillo Bassi, 7/A, 40015, Frazione San Vincenzo

Capitale sociale: Euro 500.000,00, interamente versato

Codice fiscale e numero d'iscrizione al registro imprese di Bologna: 00593101207

Iscritta al R.E.A. di Bologna BO n. 260768

Customer hereby expressly allows WAY to carry out any inspections and undertakes to reply to any questionnaires related thereto in good faith. In the event of a proven act of corruption or breach by the Customer of these obligations, WAY may suspend or terminate the orders without notice or compensation, without prejudice to any damages to which the Customer may be entitled as a result of such breach.

#### **REBUS SIC STANTIBUS**

In the event of unforeseeable financial or material circumstances ("Unforeseeable Event") relating to sales of WAY's Products governed by these GTCs which render the fulfilment of any of the Parties' obligations excessively burdensome, the Parties undertake to renegotiate the duration of the agreement in good faith. During negotiations, the Parties shall suspend their respective obligations relating to the sale of Products affected by the Unforeseeable Event.

If the parties fail to reach an agreement, they may, by joint decision, agree to terminate the agreement.