



## GENERAL TERMS AND CONDITIONS OF SALE

Sartori Ambiente S.r.l.  
(Vigenti dal [data da inserire])

### 1. Definitions

For the purposes of these General Terms and Conditions of Sale, the following definitions shall apply:

- "Sartori Ambiente": Sartori Ambiente S.r.l., with registered office in Arco (TN), Via S. Andrea, no. 51, VAT No. 01100130226;
- "Customer": any natural or legal person who purchases products marketed by Sartori Ambiente in the course of their business, commercial, artisanal, or professional activity;
- "Products": the tangible goods subject to sale, identified in the Proposal and/or Order Confirmation;
- "Proposal": the commercial offer formalized by Sartori Ambiente to the Customer, containing the description of the products, quantities, prices, delivery terms, and other specific conditions;
- "Order Confirmation": the document, including in electronic form, by which Sartori Ambiente communicates to the Customer the acceptance of the Proposal or confirms receipt of the order;
- "Conditions": this document of General Terms and Conditions of Sale, applicable to all contractual relationships between Sartori Ambiente and the Customer, unless expressly agreed otherwise in writing;
- "Working Days": all days excluding Saturdays, Sundays, and public holidays in Italy, during which banks are normally open to the public in Arco (TN).

### 2. Scope of Application

2.1. These General Terms and Conditions of Sale (hereinafter also referred to as "General Conditions") shall fully and exclusively govern all offers, order confirmations, sales contracts, and the supply of goods and/or services between Sartori Ambiente and the Customer, constituting an integral and essential part of every contractual relationship between the Parties.

2.2. The application of any general purchase conditions or other different contractual terms is expressly excluded, unless such conditions are specifically accepted in writing by Sartori Ambiente. In the absence of such express consent, any reference to different or specific general conditions, included in orders, correspondence, or other documents, shall be deemed as not written and, in any case, shall have no effect with respect to Sartori Ambiente.

2.3. Sartori Ambiente reserves the right to unilaterally modify, supplement, or update these General Conditions at any time, with effect for contracts concluded after the publication or communication of the new General Conditions. Any invalidity or ineffectiveness of one or more clauses of these General Conditions shall not affect the

validity of the remaining provisions, which shall in any case remain fully effective.

2.4. These General Terms and Conditions of Sale shall apply exclusively to relationships between Sartori Ambiente and Customers acting in the course of their business, commercial, artisanal, or professional activity; their application to subjects qualifying as "consumers" pursuant to Legislative Decree No. 206/2005 (Consumer Code) is expressly excluded. Where compatible, they shall apply to any contractual relationship concerning both the sale and the rental, as well as any maintenance, of products, systems, components, accessories, and services supplied by Sartori Ambiente S.r.l. to customers operating in the course of their business, commercial, artisanal, or professional activity. The individual Sections respectively govern the matters of sale and of rental and maintenance, and shall each be deemed applicable within the scope of the relevant relationship.

### GENERAL PART

#### 3. Conclusion of the Contract

3.1. The publication of products, price lists, offers, catalogues, promotional materials, or other information by Sartori Ambiente, whether in printed or digital format, shall be considered merely as an invitation to treat and shall not in any way constitute a contractual offer pursuant to and for the purposes of Article 1336 of the Italian Civil Code. Any indications relating to products, quantities, availability, prices, supply conditions, or other information contained in the aforementioned documents and/or publications shall not be binding on Sartori Ambiente and may be modified or withdrawn at any time without prior notice.

3.2. The sales contract shall be deemed concluded and binding exclusively upon receipt by the Customer of the Order Confirmation sent in writing by Sartori Ambiente, or upon the commencement, even partial, of the performance of the supply by Sartori Ambiente. Any modification or amendment to the Proposal or the original order shall be effective only if accepted in writing by Sartori Ambiente.

3.3. The execution, even partial, of the order by Sartori Ambiente, such as by way of example the production, shipment, or delivery of the products, shall constitute implicit acceptance limited to the quantities and conditions subject to such execution. In the event of non-acceptance of the order, Sartori Ambiente shall not assume any obligation or liability towards the Customer for any damages, costs, or losses incurred by the Customer.

3.4. Where the Customer requests specific customizations, technical specifications, or conditions derogating from the standard ones, the conclusion of the contract shall be subject to the prior technical assessment and written approval by Sartori Ambiente, which may, at its sole discretion, reject the Proposal without any obligation to provide reasons and without any right of the Customer to compensation.



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### 4. Subject of the Sale – Customizations

The subject of the sale shall consist exclusively of the products, quantities, and conditions specified in the Proposal or in the Order Confirmation.

Any requests for customization (for example, the application of logos, texts, RFID codes) must be defined in detail by the Customer and communicated to Sartori Ambiente in a suitable digital format (vector file .tiff, .bmp, in black and white and with a minimum resolution of 300 dpi), within 5 (five) Working Days from the date of receipt of the order. In the event of failure to provide such materials within the required timeframe, the contractual relationship shall be deemed suspended until completion of the required formalities, without this constituting a breach attributable to Sartori Ambiente.

### 5. Prices, Terms and Methods of Payment

The prices applied are those specifically indicated in the Proposal or in the Order Confirmation and shall be understood as net of VAT, any applicable taxes, as well as packaging and transport costs, unless otherwise specified.

Payment shall, as a rule, be made by advance bank transfer to the bank details indicated by Sartori Ambiente, unless otherwise agreed in writing between the Parties.

In the event that deferred payment terms are granted, failure to comply with even a single payment deadline shall result in the immediate forfeiture of the benefit of the term pursuant to Article 1186 of the Italian Civil Code, with the consequent right of Sartori Ambiente to demand full and immediate payment of all amounts due, without prejudice to compensation for any further damages.

The Customer may not suspend or delay payments due to Sartori Ambiente, even in the event of disputes or claims of any nature. In the event of late payment, default interest shall be applied in accordance with Legislative Decree No. 231/2002.

### 6. Delivery Times, Places and Methods

Delivery of the products shall be deemed Ex Works Sartori Ambiente warehouse (EX WORKS according to the applicable Incoterms), unless otherwise agreed in writing between the Parties.

Any delivery times indicated in the Proposal or Order Confirmation shall be considered purely indicative and neither essential nor binding. Sartori Ambiente shall not be liable for any delays in delivery due to force majeure, unforeseen events, or circumstances attributable to the Customer (for example, delays in providing information, specifications, payments, or materials for customization).

In any case, any delays shall not entitle the Customer to compensation, penalties, or indemnities of any kind.

It is understood that, in the event that at the time of delivery the Customer does not have a suitable location or adequate space for storage, the storage costs incurred by Sartori Ambiente shall be charged to the Customer.

### 7. Acceptance, Inspection of Products and Claims

Upon receipt of the goods, the Customer is required to verify the integrity of the packaging and the conformity of the products supplied. Any damage to the packaging or discrepancies must be reported in writing on the transport document, under penalty of forfeiture of any related rights.

With regard to apparent defects, the relevant claim must be submitted to Sartori Ambiente in writing, accompanied by photographic documentation, no later than 10 (ten) calendar days from the date of receipt of the products at the place of delivery.

With regard to hidden defects, the claim must be made within 10 (ten) calendar days from their discovery, and in any case no later than 12 (twelve) months from delivery, as provided by the applicable regulations governing warranties between businesses.

Failure to comply with the above deadlines shall result in the forfeiture by the Customer of any rights and warranties.

### 8. Warranty and Limitations of Liability

Sartori Ambiente warrants that the products supplied are free from material defects and compliant with the contractual specifications for a period of 12 (twelve) months from delivery.

The warranty covers exclusively defects attributable to Sartori Ambiente and shall not apply in the event of improper use, inadequate storage, or interventions/tampering carried out by the Customer or third parties.

In the event of an ascertained defect, Sartori Ambiente's liability shall be limited, at its discretion, to the free replacement of the defective products, the supply of spare parts, or the reimbursement of the price paid solely for the product recognized as defective.

Any further compensation for direct, indirect, consequential damages, loss of profit, loss of earnings, business interruption, or other economic losses possibly incurred by the Customer is expressly excluded.

### 9. Intellectual and Industrial Property

All trademarks, logos, trade names, patents, models, designs, and any other intellectual or industrial property rights relating to the products shall remain the exclusive property of Sartori Ambiente.

The Customer undertakes not to carry out any act that could, even potentially, infringe such rights, nor to register or attempt to register distinctive signs, patents, or other rights that may prejudice the rights of Sartori Ambiente or third parties.

The Customer also undertakes to promptly inform Sartori Ambiente of any possible infringement of which it becomes aware.

### 10. Confidentiality

#### 10.1. Confidentiality Obligation

The Parties mutually undertake not to disclose, communicate, or otherwise make accessible to third parties, without the prior written consent of the other Party, any data, information, news, drawings, projects, documents, technical specifications, economic,



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commercial, production or organizational data, trade secrets, or any other confidential technical or commercial information acquired or learned during negotiations or in the performance of this contract, regardless of the form of communication, including electronic and digital media.

### 10.2. Protection and Security Measures

The Parties undertake to adopt all appropriate technical, organizational, and security measures to prevent unauthorized disclosure, loss, theft, or unauthorized access to such confidential information, and to safeguard it with the highest degree of diligence, not less than that used for the protection of their own sensitive business data.

### 10.3. Obligation towards Employees and Collaborators

The Parties also undertake to expressly bind to confidentiality, by means of a written agreement, all their employees, collaborators, consultants, suppliers, and any person who may have access to confidential information by reason of the existing contractual relationship, remaining directly liable for any breaches committed by the aforementioned persons.

### 10.4. Duration of the Confidentiality Obligation

The confidentiality obligation shall remain in force even after the termination, for any reason, of the contractual relationship between the Parties, for a period of no less than five (5) years from the date of termination of the contract.

### 10.5. Exceptions

It is understood that the confidentiality obligations set forth in this article shall not apply to information that:

- has become public domain through no fault of the receiving Party;
- was already lawfully in the possession of the receiving Party prior to its disclosure;
- has been lawfully obtained from third parties without breach of confidentiality obligations;
- must be disclosed by law or upon request of competent authorities (in which case the Party required to disclose shall, where possible, inform the other Party in advance).

### 10.6. Penalties and Damages

Any breach of confidentiality obligations shall constitute a material breach and shall entitle the injured Party to claim full compensation for all damages suffered, both pecuniary and non-pecuniary, in addition to the application of any other protective measures, including interim measures, provided by law.

## 11. Processing of Personal Data

### 11.1. Role of the Parties and Purpose of Processing

Each Party, acting as an independent Data Controller of the other Party's personal data, undertakes to process the personal data acquired in the performance of this contract in full compliance with Regulation (EU) 2016/679 ("GDPR"), Legislative Decree No. 196/2003 as amended by Legislative Decree No. 101/2018 ("Privacy

Code"), as well as with the provisions of the competent supervisory authorities.

### 11.2. Categories of Data and Processing Methods

The personal data subject to processing may include identification data, contact details, and tax data of the Parties' contacts, employees, collaborators, and representatives, processed exclusively for purposes strictly connected with and instrumental to the performance of the contract, the administrative, accounting, fiscal, and logistical management of the relationship, as well as compliance with legal obligations.

### 11.3. Information Obligations

Each Party undertakes to provide its employees, collaborators, and any persons whose personal data will be communicated to the other Party with appropriate information pursuant to Articles 13 and 14 of the GDPR, specifying the methods, purposes, and rights granted to data subjects.

### 11.4. Data Security and Protection

The Parties undertake to adopt appropriate technical and organizational measures to ensure the security and confidentiality of the processed data, preventing risks of unauthorized access, destruction, loss, alteration, or unauthorized disclosure of personal data, in accordance with Articles 32 et seq. of the GDPR.

### 11.5. Data Breach

In the event of a personal data breach ("data breach"), each Party undertakes to promptly inform the other Party, within no more than 48 hours from its discovery, providing all information necessary to assess the risk and manage the related obligations, including any notification to the Supervisory Authority and to the data subjects.

### 11.6. Disclosure to Third Parties and Transfers Abroad

Personal data shall not be disclosed to third parties, except to the extent strictly necessary for the performance of the contract or compliance with legal obligations, and shall be processed exclusively within the European Economic Area, unless explicitly agreed in writing or otherwise required by law.

### 11.7. Data Subjects' Rights

The Parties mutually acknowledge and guarantee to data subjects the rights provided for under Articles 15–22 of the GDPR (access, rectification, erasure, restriction, objection, portability), undertaking to cooperate promptly in the event of requests exercised by their respective data subjects.

### 11.8. Appointment as Data Processor

Where, in the performance of this contract, one Party is required to process personal data on behalf of the other, the Parties undertake to formalize in advance the appointment as Data Processor pursuant to Article 28 of the GDPR, regulating their respective roles and responsibilities.

### 11.9. Duration and Data Retention

Personal data shall be retained for the time strictly necessary for the performance of the contract and, in any case, no longer than the



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periods required by law for document, fiscal, and administrative retention.

### 11.10. Obligation of Return or Deletion

Upon termination of the contractual relationship, each Party undertakes to return or delete the other Party's personal data, unless legal obligations require further retention.

### 12. Force Majeure

Sartori Ambiente shall not be held liable for delays or failure to perform its obligations where such events are due to force majeure or unforeseen circumstances, including – by way of example and not limited to – strikes, natural disasters, epidemics, supply shortages, acts of public authorities, pandemics, fires, wars, or other events beyond the reasonable control of Sartori Ambiente. In such cases, the time limits for the performance of obligations shall be automatically extended for a period corresponding to the duration of the force majeure event.

### 13. Jurisdiction and Applicable Law

Any dispute relating to the validity, interpretation, performance and/or termination of these General Conditions or the related contracts shall fall under the exclusive jurisdiction of the Court of Rovereto (TN), to the exclusion of any other concurrent or alternative jurisdiction.

The contract shall be governed by Italian law.

## ANNEX A – SPECIAL CONDITIONS

### SALE

The following provisions shall apply to all contracts for the sale of products between Sartori, as the selling party, and the Customer, as the purchasing party. They are in addition to, and do not replace, the General Conditions; together with them, they constitute the entirety of the Contract between the Parties.

#### 1. Subject Matter and Scope of Application

Within the context of the sale, Sartori Ambiente undertakes to transfer ownership of the products described in the commercial Proposal or in the Order Confirmation, under the technical and economic conditions specified therein, to the Customer, who undertakes to pay the agreed price. The subject of the sale shall consist exclusively of the goods indicated in the Proposal or Order Confirmation, including any customizations, the content and format of which must be timely agreed upon and communicated by the Customer.

#### 2. Prices and Payment Terms

The consideration for the sale of the products shall be determined in accordance with the economic conditions set out in the offer and, unless otherwise agreed in writing, shall be understood as net of VAT and any other taxes, as well as transport, packaging, and any additional ancillary costs. Payment of the price shall, as a rule, be made by bank transfer to the account details provided by Sartori Ambiente and within the time limits specified in the invoice. In the event that deferred payment terms are granted, failure to comply with even a single deadline shall result in the forfeiture of the benefit of the term, with the immediate enforceability of the entire outstanding balance.

#### 3. Delivery and Transfer of Risk

Delivery of the products shall be carried out in accordance with the methods agreed upon and indicated in the Order Confirmation, unless otherwise agreed in writing. The risk relating to the products shall pass to the Customer at the time of delivery, even where transport is arranged by the Seller. Delivery times shall be considered purely indicative, unless otherwise formally agreed, and delays due to force majeure shall not give rise to liability nor constitute grounds for compensation or penalties.

#### 4. Inspection of Products, Defects and Non-Conformities

Upon receipt, the Customer is required to verify the conformity of the goods in terms of quantity and quality, noting any anomalies directly on the transport document. Any apparent defects or non-conformities must be reported in writing no later than ten days from delivery; hidden defects must be reported within ten days from their discovery, and in any case no later than twelve months from delivery. Failure to comply with these deadlines shall result in the forfeiture of any warranty rights. In the event of a well-founded and timely claim, Sartori Ambiente may, at its discretion, proceed with the



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replacement or repair of the goods, or with the reimbursement of the relevant price, to the exclusion of any further claim for damages.

### 5. Warranty and Limitations of Liability

The products are warranted, for defects in materials or workmanship attributable to Sartori Ambiente, for a period of twelve months from delivery. The warranty shall not apply in the event of improper use, non-compliant storage, negligence, unauthorized modifications, or normal wear and tear. Sartori Ambiente's liability, on any grounds whatsoever, shall not exceed the value of the defective product; the Customer also undertakes to indemnify and hold harmless Sartori Ambiente from any liability arising from the use of the products by third parties, except in cases of willful misconduct or gross negligence on the part of the Seller.

### 6. Intellectual Property

All rights relating to trademarks, patents, designs, models, and any other intellectual or industrial property connected to the products shall remain the exclusive property of Sartori Ambiente, and the Customer is expressly prohibited from using them without prior written authorization.

### RENTAL AND MAINTENANCE

The following provisions shall apply to all contracts for rental, maintenance, and, in general, to the provision of services between Sartori, as the selling party, and the Customer, as the purchasing party. They are in addition to, and do not replace, the General Conditions; together with them, they constitute the entirety of the Contract between the Parties.

#### 1. Subject Matter and Duration of the Rental

Within the context of the rental, Sartori Ambiente undertakes to make available to the Customer the goods, equipment, or systems described in the technical and economic offer attached to the contract, for the duration and under the conditions agreed. The rental relationship shall have a fixed term, usually not less than thirty-six months, starting from the date of activation of the service or from the delivery of the goods, as better specified in the contract, and shall be subject to automatic renewal for equivalent periods, unless terminated by notice given in accordance with the agreed notice period.

#### 2. Consideration and Payment Methods

The rental fee shall be determined based on the rates indicated in the offer and shall be paid according to the agreed frequency (monthly, quarterly, yearly), preferably in advance, by bank transfer. Failure or delay in payment shall result in the automatic application of default interest pursuant to Legislative Decree No. 231/2002 and, in the event of continued non-performance, shall entitle Sartori Ambiente to terminate the contract, without prejudice to its right to recover the outstanding debt and to claim compensation for damages.

### 3. Service Provision, Maintenance and SLA

Sartori Ambiente undertakes to provide the services covered by the contract, including any ordinary and extraordinary maintenance services, in accordance with the quality standards and service levels presented to the Customer. Where interventions for repairs, updates, or replacements are necessary, these shall be carried out within reasonable technical timeframes, except in cases of force majeure. The Customer undertakes to grant access to the premises, facilities, and rented goods, facilitating the execution of maintenance activities.

### 4. Return of Goods and Termination of the Contract

Upon expiry of the contractual relationship, or in the event of early termination, the Customer shall be required to return the goods received under rental in the same condition in which they were received, except for normal wear and tear. Failure to comply with this obligation shall entitle Sartori Ambiente to charge the costs necessary for the restoration or replacement of the goods.

### 5. Ownership of the Goods and Limitations of Use

Ownership of the goods shall at all times remain with Sartori Ambiente; therefore, the Customer is prohibited from carrying out any act of disposal (such as sale, transfer, granting as security, or sub-rental) without the prior written consent of Sartori Ambiente. The Customer shall be required to safeguard the goods with the diligence of a prudent person and to promptly report any event that may affect their integrity or availability.

### 6. Final Provisions

These General Terms and Conditions of Sale constitute the sole and exclusive set of rules applicable between the Parties and shall prevail over any prior written or oral agreement.

Any tolerance, even if prolonged, of breaches or violations shall not be construed as a waiver of the related rights by Sartori Ambiente. Any amendment, derogation, or supplement to these Conditions must be set out in writing and expressly signed by the Party against whom it is invoked.

Should any provision of these Conditions be deemed null, invalid, or ineffective, the remaining clauses shall in any case remain fully valid and effective.