

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. General Definitions**

1.1. These General Terms and Conditions of Sale (hereinafter "General Terms and Conditions") form an integral part of and govern all contracts, agreements - including those relating to additional services - and orders placed by the Customer (hereinafter the "Buyer") with Arpadis Italia s.r.l. (hereinafter the "Seller"), even in the absence of express reference thereto. With the conclusion of each agreement or contract, the General Terms and Conditions expressed therein shall be deemed firm and irrevocable for their entire period of validity thereof. Any extension or amendment will be enforceable only if agreed in writing between the Parties. By signing the agreement, contract or order, in addition to the conditions of sale contained therein, the Buyer accepts these General Terms and Conditions as far as not expressly derogated and undertakes to apply them in the contractual relationship with the Seller.

1.2. These General Terms and Conditions shall prevail over any verbal agreement reached with or any similar document arranged by the Buyer, unless the seller expressly declares its intention to avail of these. Even in that case these General Terms and Conditions shall not lose their effectiveness.

1.3. These General Terms and Conditions are available to the Buyer on the Seller's website at [www.arpadis.com](http://www.arpadis.com) by clicking on 'Sales & Purchase Conditions' where they can be viewed, downloaded, saved and printed. They shall be considered known and knowable to the Buyer upon the signing of the contract, the agreement and, in any case, the order. Any amendments and/or updates to the General Terms and Conditions shall be in force upon their publication on the Seller's website. The Buyer is required to consult them before making any purchase from the Seller and is advised to save and print them.

### **2. Orders**

2.1. The Seller shall only be bound by the Buyer's orders upon written acceptance. Orders and/or changes to orders placed verbally or by telephone must also be confirmed in writing by the Seller. In the absence of written acceptance the order shall remain non-effective.

2.2. Quotations given by the Seller prior to the order are non-binding and only constitute an invitation to the Buyer to make a contract proposal through the order. Any compensation for damage or indemnity in favour of the Buyer for any damage resulting from the non-acceptance of the order is excluded.

2.3. Any changes made by the Buyer to his order or to the Seller's offer shall only be valid if accepted and confirmed in writing by the Seller.

### **3. Terms**

3.1. The stipulated terms for delivery or additional services are approximate only, unless otherwise agreed in writing. Delays in delivery shall never give the Buyer any option of cancellation of the order or termination of the contract nor shall entitle the Buyer to any compensation for damage.

3.2. If a delivery term is binding, it must be specifically stated and accepted as such in the order or contract. The Seller shall not be liable for any delay in delivery caused by:

- force majeure, chance events, unforeseeable circumstances and those beyond the Seller's control, even if such situations should occur to third parties or to sub-suppliers necessary for the Seller's performance;

- non-compliance with payment terms by the Buyer;
- changes requested by the Buyer subsequent to the Seller's order acceptance or during the execution of the order;
- the Buyer's failure to provide the Seller with the requested information within the agreed terms;
- excessive costs to deliver the Goods within the agreed terms for reasons not attributable to the Seller, especially considering the agreed sales price.

#### 4. **Delivery – Transport**

4.1. Unless otherwise provided the Goods shall be deemed delivered from the moment the Seller gives notice of their availability to the Buyer - or to the appointed carrier at the Seller's premises or other location specified by it - or hands them to the carrier or to the forwarding agent. From that moment on all risks for the deterioration of the Goods shall pass to the Buyer. If the Buyer has not given any transport instructions or has failed to collect the Goods timely, the Seller shall store the Goods at its warehouse or other location of its choice at the Buyer's liability, risk and expense. The Seller shall also be entitled to charge a storage price for the Goods. Goods are supplied Ex Works and the Seller shall not be obliged to their transport. For this reason the Buyer shall assume all risks associated with the transport and deterioration of the Goods after they have been made available. In the event that the transport is totally or partially arranged by the Seller, this shall act as the Buyer's agent and the transport shall be at the Buyer's risk and expense. If the Buyer requires a specific location of delivery other than the one above said, the handling, transportation and any storage of the Goods shall be at its expense. The Seller shall not be liable for the transport, handling, loading and unloading of the Goods.

4.2. The Seller reserves the right, at its sole discretion and without any liability on its part, to refuse to sell its Goods depending on the availability and sufficiency of its stock or for any other reason. The Seller also reserves the right to deliver by instalments. If the Buyer rejects any delivery he shall be obliged to pay the agreed price to the Seller in addition to any transport and storage costs arising. The Buyer is in any case liable for the packaging disposal.

4.3. If the Goods are delivered in instalments, each consignment will be invoiced as transported and each invoice will be treated as a separate account and will be payable accordingly. Failure of delivery of one (or more) instalments shall not entitle the Buyer to cancel the order or to terminate the contract due to non-performance by the Seller, nor shall the Buyer be entitled to reject the other instalments, in which case the provisions of section 4.2 shall apply. In any case the Buyer shall not be entitled to any compensation for damage and/or indemnity.

4.4. Differences of up to 10 per cent of the volume of Goods stipulated in the order or contract cannot be regarded as a breach of contract by the Seller save that the price shall be adjusted accordingly to the ratio price/volume stated in the order or contract.

4.5. The Buyer shall keep all documents permitting identification of the Goods, such as, inter alia, the accompanying transport documents and submit them at the Seller's first request.

4.6. Whilst every effort will be made by the Seller to ensure timely delivery, he shall have no liability in the event of delays due to disruptions in the global supply chain of the product and raw material and/or shortage of carriers or forwarding agents, in addition to the other cases provided for in Clause 3. The Seller shall not accept any liability for any cancellation or delay caused by and/or attributable to transport companies and forwarding agents, in which case all related transport costs shall be borne exclusively by the Buyer.

## 5. Title

5.1. Without prejudice to the fact that the risk for any deterioration of the Goods shall pass to the Buyer upon the notice of their availability according to clause 4, title to the Goods shall pass to the Buyer once the Seller has received full payment. Any transport costs carried out by the Seller, late payment interest and any other costs shall be borne by the Buyer. In case of default of full payment by the agreed due date, the contract shall be terminated by law and the Seller shall be entitled to demand the return of the Goods at the Buyer's expense, without prior formal notice and withholding the amounts paid as compensation. If the Seller does not intend to avail itself of the express termination clause, the right to obtain any remaining amount together with late payment interest, incidental expenses and costs, shall remain unaffected.

5.2. Until full payment of the purchase price and of the costs incurred, the Buyer shall not be entitled to use, consume, mix, process, sell, transfer, pledge, encumber by a real right or to dispose of the Goods contracted.

5.3. The Buyer undertakes to store the Goods at its own expense in one location notified to the Seller until full payment. The Goods shall be in their original packaging so that they can at any time be detected and identified as the Seller's property by affixing a label or any other distinctive sign. If necessary the Buyer undertakes to inform third parties and in particular the owner of the place(s) of storage that the Goods remain in the property of the Seller.

5.4. All risks are borne by the Buyer that remains exclusively liable in case of any loss of Goods delivered but not yet fully paid for, even if the loss is due to accident or force majeure. For this reason he shall be obliged to pay the Seller the full balance of the agreed price, waiving any objections whatsoever.

5.5. In the event of conservative and/or executive legal actions brought by third parties against the Buyer before full payment (to the Seller), the Buyer must make sure that the declaration over the property of the Goods has been included in the bailiff's report. The Buyer also undertakes to notify the Seller by means of a certified electronic mail or a registered letter with return receipt within 1 working day of the act.

## 6. Price and Payment

6.1. The purchase price and payment terms are those mentioned in the order or in the agreement accepted by the Seller. In the absence of an express definition of prices, those set out in the Seller's price list shall apply. Any transport costs and other charges to be borne by the Buyer shall also be added to the prices. Payments shall be made with legal currency by bank transfer on the account provided by the Seller. Other methods of payment shall not be considered valid unless expressly approved by the Seller which also reserves the right, at its sole discretion, to require the Buyer to give additional guarantees of payment. These could include the issuance of promissory note or bank guarantee upon first request or other collaterals such as pledge and/or voluntary mortgage, etc. Costs related to the method of payment shall be borne by the Buyer.

6.2. Unless otherwise stated, prices are in EURO, excluding VAT, duties, taxes, import surcharges, port fees, demurrage, waiting or additional charges borne by the Buyer.

6.3. Unless otherwise stipulated, the invoices are always payable at the Seller's premises within the terms specified in the order or agreement.

6.4. Any complaint concerning invoicing must be notified to the Seller within 7 working days of receipt, failing which invoices shall be deemed accepted.

6.5. The Buyer shall for no reason be entitled to withhold or set off any payment due under any order or agreement nor to exercise any right to set off its debts for any reason and amount, except with the prior written consent of the Seller or by a final court order. Vice versa the Seller shall at all times be entitled to set off its debts to the Buyer or any of its affiliates for any reason and amount whatsoever.

6.6. Failure by the Buyer to pay the price on the due date shall entitle the Seller to charge late payment interest ipso jure and without prior formal notice, according to the Legislative Decree No. 231/2002, from the due date to the actual settlement.

6.7. In addition, a penalty equal to a fixed and not modifiable 10% of the unpaid amount shall be applied without prior notice for each invoice not paid on the due date.

6.8. In the event of judicial debt collection by the Seller, further legal costs, in addition to late payment interest, currency revaluation and penalties shall be borne by the Buyer.

6.9. In the event that the solvency ratios or the guarantees offered by the Buyer have been reduced or his financial condition has become such as to clearly jeopardise the fulfilment of the counter-performance, the Seller reserves the right to one-sidedly change the agreed terms of payment, to require payment in advance for deliveries of Goods still pending and to require payment guarantees or alternatively to one-sidedly cancel any order still pending or to one-sidedly withdraw from any unfulfilled agreement. The Seller also reserves the right to one-sidedly change the payment terms granted to the Buyer in the event that the credit insurance company used by the Seller reduces the credit insurance limit.

## 7. **Warranty and Claims**

7.1. The Seller hereby warrants that the delivered Goods are compliant with the contract specifications, the technical guidances printed on the packaging or label or on the transport documents accompanying the Goods.

7.2. The Buyer is required to inspect the Goods before taking delivery by checking their integrity and quantity. In case of any doubts as to the compliance of the Goods, the Buyer may at that time take a sample to have the necessary inspection and analysis carried out at its own expense. The Buyer shall be charged with all costs incurred by the Seller for the delay in delivery, which cannot in any case be attributable to the Seller. In the event that the Buyer refuses to accept the delivery of the Goods, a written notice must be given to the Seller within 24 hours of the notice of their availability to delivery, as provided for in clause 4. This should be made by means of a certified electronic mail or a registered letter with return receipt giving prior notice by e-mail, stating the reasons for the refusal. Taking delivery or unloading of the Goods by the carrier implies the acceptance of the Goods by the Buyer.

7.3. Delivery and acceptance of the Goods by the Buyer imply the declaration of their compliance with the technical guidances printed on the packaging or label or on the transport documents.

7.4. The Buyer loses the right to the warranty if no defects have been reported to the Seller within 8 days of delivery of the Goods. In case the Goods have hidden defects that the Buyer proves he was unable to discover in preliminary inspections, the Seller's warranty shall expire automatically unless the defect report has not been submitted within 8 days of the discovery date, by means of a certified electronic mail or a registered letter with return receipt giving prior notice by e-mail.

7.5 The Seller shall not accept any liability for flaws and defects found in the Goods deriving from improper use and/or handling of the Goods, fully or in part, by the Buyer, or even in case the Goods no longer have their original shape or have been altered or mixed with other substances by the Buyer.

7.6 (1) In any event when flaws and defects make the Goods unsuitable for their intended use or significantly decrease their value, the Seller may choose, in the alternative, whether to compensate damages within the limits described in the next section (2) or to replace the faulty Goods, by way of derogation from Article 1492 of the Italian Civil Code. No warranty shall be due if the defects of the Goods were known by the Buyer or were easily recognizable at the time of delivery.

(2) If the Seller should compensate for damages it should credit the Buyer with an amount equal to the repairs or adjustments made necessary to correct the reported flaws or defects, with the Buyer waiving its claim for any further damages. On the other hand, if the Seller proceeds to replace the faulty Goods, the Buyer shall return the latter to the Seller. In this case only the Seller may choose whether to deliver the replacement Goods as early as possible or to authorise the Buyer in writing to purchase them from another supplier. In such a case the Seller shall cover only the original price applied by him for the supply, excluding any refund for any excess or difference in price. The Seller shall recognise nothing to the Buyer if the purchase of the Goods from a third party has not been authorised by him in writing.

7.7 In addition to the abovementioned warranty, which also is valid in case of lack of quality or a non-compliance of the Goods, the Seller shall not provide any other warranty, either explicit or implicit, since what is provided for in section 7.6 includes and substitutes the other warranties required by law and excludes any other liability of the Seller - both contractual and extra-contractual - that could be arising from the Goods supplied. The Seller warrants no suitability of the Goods for special applications made by the Buyer and does not provide any advice for the purchase of the Goods. The Goods shall be used exclusively according to their technical specifications and those provided by the Seller, excluding any liability due to a different use by the Buyer. In case of willful misconduct or gross negligence proved by the Buyer, when faults and defects, lack of quality or a non-compliance of the Goods have been found, the Seller shall not be liable for any damage or loss of profit suffered by the Buyer or for any other direct, indirect or consequential loss (including, but not limited to, loss of customers, loss of profit, loss of production, damage to reputation, damages resulting from claims made by third parties, etc.) with the exception of liability in the event of death or personal injury caused to people by the Seller. In any case, the Seller shall not be liable for damage caused by incorrect and improper use of the product. The liability of the Seller under these provisions shall in no case exceed the invoice value of the Goods at the time of delivery.

## 8. **Withdrawal, Termination and Suspension**

8.1. Except as provided by the clauses of these General Terms and Conditions, the Seller shall have the right to cancel the order, to one-sidedly withdraw from or to terminate the contract (pursuant to Art. 1456 of the Italian Civil Code) by giving prior notice to the Buyer that it wishes to exercise this right, or to immediately suspend the delivery, in the following circumstances:

- (1) the Buyer fails to fulfil his payment obligation for a particular order or, in the case of several orders or an ongoing relationship with the Seller, for one or more previous orders, if the amounts are already due;
- (2) the Buyer fails to fulfil the payment obligation set forth in the order or contract within 5 days after formal notice has been given;
- (3) the Buyer fails or refuses to take delivery of the Goods ordered;
- (4) the Buyer becomes insolvent; is wound up; is placed under temporary administration; ceases to carry on its business; is unable to pay its debts wholly or in part to the Seller; in case the Buyer has

been subject to insolvency procedure of any kind or otherwise enters into legal proceedings for an advance resolution of an early stage of business crisis.

(5) the Buyer reduces his guarantees, that is in case the credit insurance has been provided and the insurer withdraws or reduces the credit line granted to the Buyer.

8.2. If case there is only a suspension of the order or the contract execution for the reasons referred to in section 8.1, the Seller shall have the right to demand advance payment of the amounts due up to that moment by the Buyer and/or to demand the guarantees he deems necessary to resume delivery of the Goods.

8.3. In the event of order or contract termination for any of the reasons mentioned in clause 8.1, the Seller shall have the right to demand immediate payment of all amounts due up to that moment, all of which shall become payable and the favourable terms for the Buyer, if granted, will be lost.

8.4. In any case, the Seller shall not be liable for any compensation and/or warranty in the event of withdrawal, termination or suspension of the order or contract for the reasons set out in section 8.1.

## 9. **Chance Events and Force Majeure**

The Seller shall be waived from any liability in the event of non-performance or delay in the performance of its obligations as a consequence, in whole or in part, of the following cases of chance events, force majeure or any other cause beyond the reasonable control of the Seller, including but not only limited to:

- (1) default, interruption or delay in the supply of materials and/or natural resources and/or raw materials by third-party suppliers;
- (2) suspension of work by its own employees or by third parties;
- (3) lack of means of transport;
- (4) actual or threatened interruption, suspension or reduction of supplies to the Seller by its subcontractors, for any reason whatsoever. In that case the Seller may withhold performance if it proves that it does not have the requested Goods in stock or if the stock is insufficient for performance of the obligation and is entitled to proceed with suspension or reduction of supplies by dividing them among its customers having regard to the contract obligations.
- (5) in case of any event beyond the reasonable control of the Seller, including but not limited to, flood, fire, war, riots, civil disorders, strikes, lockouts, industrial disputes, storms, actions of civil or governing authorities, etc;
- (6) in case of circumstances beyond the reasonable control of the Seller.

## 10. **Transfer of Obligations- Subcontracting**

Without no prior written approval from the Seller, the Buyer shall not have the authorization to transfer the order, the contract or the rights and obligations under it to third parties, either wholly or partly. On the other hand the Seller is entitled to subcontract the performance of the service, wholly or in part, to third parties or to assign the contract with the Buyer to third parties without the Buyer's prior approval.

11. **Applicable Law and Jurisdiction**

The order and/or contract between the parties shall be governed exclusively by Italian law. Should any dispute over the execution and interpretation of these General Conditions and Terms and each single agreement arise, such dispute shall be submitted to the Court of Udine only. This clause is agreed for the exclusive benefit of the Seller and gives it the right to begin legal proceedings, at its sole discretion, also before the competent Court according to the Buyer's registered office or operational headquarters. The Buyer on the other hand is bound by the abovementioned exclusive jurisdiction.

12. **Miscellaneous**

These Terms and Conditions, together with the order and/or the contract, constitute the entire agreement between the Seller and the Buyer and concern the mutual obligations under the contract. These Terms and Conditions can only be amended by a written agreement between the parties.

12.2. Should any of the provisions of these General Terms and Conditions become invalid or unenforceable, the validity and enforceability of the other provisions shall not be affected. Where possible, the parties agree to immediately replace the invalid or unenforceable provision.

12.3. The fact that the Seller does not apply these General Terms and Conditions at a particular moment cannot constitute a waiver of subsequent claims.

12.4. All notices and communications between the parties must be made in writing and will be considered valid if made to the addresses of the parties provided in the order or contract by means of a registered letter with return receipt, certified electronic mail, fax or e-mail. The validity of these General Terms and Conditions shall remain unaffected without prejudice to the terms and forfeitures set in their single provisions.

Seller's Signature

---

Buyer's signature

---

The following clauses are specifically approved in writing under articles 1341 and 1342 of the Italian Civil Code: 3. Terms; 4. Delivery-Transport; 5. Title; 6. Price and Payment; 7. Warranty and Claims; 8. Withdrawal, Termination and Suspension; 9. Chance Events and Force Majeure; 10. Transfer of Obligations - Subcontracting; 11. Applicable Law and Jurisdiction; 12. Miscellaneous

Buyer's Signature

---