

STL srl SB
General Terms and Conditions of Sale

1. General provisions.

These General Terms and Conditions of Sale (hereinafter Terms) apply to any order (hereinafter 'Order') sent to STL s.r.l. (hereinafter STL). Submitting an order implies acknowledgement and acceptance of the following Terms, published on the company's websites <https://www.stl-srl.it/?lang=en> and <https://stilfibra.com/en>, under the heading General Terms and Conditions of Sale. STL reserves the unquestionable right to modify these Terms at any time. Any additional clauses or conditions of purchase that are incompatible with these Terms, even if they appear on the Customer's Order, will be considered as not having been affixed. These Terms shall prevail over the Customer's general terms and conditions of purchase, even in the event that the Customer transmits its order or terms to STL at a later time than the time of sending acceptance of STL's quotation.

2. Order.

STL transmits a quotation to the Customer and the Customer communicates its acceptance, by means of a reminder of identical content to the quotation under penalty of nullity of the acceptance, by delivery in original or by e-mail to the e-mail address indicated by STL from time to time. Acceptance of the quotation, which is understood to include these Terms even if not explicitly referenced, entails its acceptance and waiver by the Customer of its own terms and/or conditions. The Client's acceptance of the quotation and these Terms constitutes the entire agreement between the parties ('Order') and supersedes any previous or contemporaneous agreement or understanding that may have existed between the parties. Any changes to the Order must be agreed in advance between the parties in writing.

3. Specifications.

STL shall supply the good/service in accordance with the technical specifications communicated to the Customer and referred to in the Order. It is the sole responsibility of the Customer to ensure the suitability of the good for the intended use. The Customer whose registered office is not located in Italy is obliged to ensure the conformity of the goods with the regulations of its own country and shall be exclusively responsible for any dispute or charge arising as a result of the breach of this obligation.

4. Shipping and delivery.

The Order shall state the expected date of delivery of the goods indicated therein. This date is intended as an estimate, not a binding deadline. Delivery shall mean the moment when the goods are handed over to the Customer or to the carrier appointed by the same, unless otherwise agreed in the Order. Unless otherwise agreed in the Order, the Ex Works STL (INCOTERMS 2020 CCI) delivery term shall apply. The goods travel at the risk and peril of the Customer, who must check, before collection, the integrity of the package and, in the case of the purchase of more than one good, the quantity of goods received. The risks associated with damage to or loss of the goods shall pass to the Customer at the time of delivery. Any claims shall be represented directly to the carrier at the time of delivery. Ownership of the goods shall pass to the Customer when the latter completes payment of the amount indicated in the Order. In the case of sale by instalments, ownership of the goods shall remain with STL until the Customer has paid the full price, with STL's right to claim the goods wherever they are, even if combined or incorporated with goods owned by the Customer or third parties. In no case may penalties for late delivery be demanded from STL that

have not been agreed in advance with STL and accepted in writing by the latter at the time of the Order. The invoice will be issued upon shipment, unless otherwise specified by STL

5. Price.

The price of goods and services shall be indicated in the Order, as well as transport and assembly costs. Unless expressly stated otherwise, the price indicated shall be understood to be net of all charges relating to taxes and transport, insurance, shipping, storage and similar costs, which shall be borne by the Customer. Any increases in such charges after the date of the Order shall be borne by the Customer. The prices indicated in the Order shall be valid for ten (10) days from the date of the Order, unless otherwise indicated. No deductions by the Customer are permitted, unless otherwise agreed with STL.

6. Payment.

The terms of payment of the agreed price shall be set forth in the Order. All payments shall be made by bank transfer to the bank details indicated by STL from time to time, in the currency specified in the invoice issued by STL. The price shall be paid in the form of a deposit equal to 30% thereof, the balance shall be paid within thirty (30) days of the end of the month of the invoice date, unless otherwise agreed in the Order. If payment is not made by the Customer in the manner and within the term indicated, the Customer shall automatically be charged, without the need for prior notice of default, interest at the rate provided for by Legislative Decree no. 231/2002, without prejudice to the right to compensation for any greater damages. STL may suspend the ongoing supply or complete it only against advance payment and/or a credit guarantee. If the delay exceeds fifteen (15) days, STL may exercise its right of withdrawal by means of a PEC, unless the Customer makes the payment due for the agreed price, plus interest and reimbursement of costs and expenses within said period of fifteen (15) days. Non-fulfilment of the payment obligation by the Customer shall entail STL's right to withdraw from any further contracts entered into with the Customer and to terminate any negotiations underway with the Customer.

7. Warranty.

STL's warranty is valid for a period of one year from delivery of the goods. If the product is covered by the manufacturer's warranty, this warranty will remain valid for the Customer until its expiration.

8. Inspection of the goods, complaints and returns.

The Customer shall inspect the goods upon delivery and must immediately report any tampering or shortage to the carrier. The Customer shall notify STL in writing of any defects within eight days of receipt of the goods. Each report must be accompanied by a detailed description of the alleged defect and photographic reproductions of the same. Any return must always be previously agreed in writing with STL and can only be accepted if the material and its packaging are perfectly intact. The disputed goods must be sent back to STL at the Customer's expense and accompanied by a delivery note containing a specific indication of the reasons for the return.

9. Limitations of liability.

The warranty is limited exclusively to the repair or replacement of the part on which STL ascertains the presence of defects and/or faults that make the good unsuitable for its intended use. This warranty does not include the warranties of merchantability or fitness for a purpose other than the intended use. STL's liability for any loss or damage arising out of or in any way connected with the goods supplied by STL shall not exceed the purchase price due for such goods, regardless of

whether such liability is contractual, non-contractual or strict liability. To the extent permitted by applicable law, in no event shall either party be liable to the other for any consequential damages, indirect damages, or damages for loss of profits, data or use, arising out of the defective good. This limitation shall apply even if the other party has been informed of the possibility of such damages.

10. Confidentiality.

‘Confidential Information’ includes all know-how, technical and business information, data, designs, specifications, plans, drawings of STL reasonably related to the agreement subject to these Terms, whether transmitted in writing, orally or by electronic mail, even if not identified as “confidential,” including, but not limited to: (1) STL’s drawings, manuals, equipment, engineering information, confidential technical information; (2) STL’s business plans, sales volumes, economic, financial and commercial data; (3) the terms and conditions of sale applied by STL. The Customer may not, without the express written consent of STL, use or disclose to any natural person, legal entity or entity any Confidential Information, it being understood that the Customer may provide the Confidential Information to those who need to know it in relation to the Order, provided that it is bound by a confidentiality clause regarding disclosure to other natural persons, legal entities or entities. If the Client is legally required by the Judicial Authority to disclose any Confidential Information, the Client shall send STL an immediate written notice; the Client agrees to provide only that part of the Confidential Information that the Client, after obtaining the written opinion of its legal counsel, will be legally obliged to disclose. STL agrees that Confidential Information does not include information for which the Client can provide appropriate written evidence that: (a) was known to the public prior to the initial disclosure by STL or became public knowledge after the initial disclosure without any act or omission of the Client in violation of these Terms; (b) was known to the Client prior to the initial disclosure; (c) was disclosed to the Client by another person or entity not bound in any way by any confidentiality obligation to STL with respect to the information; (d) are developed independently of the Customer without access to or use of Confidential Information or violation of these Terms.

11. Intellectual property.

The sale of goods or performance of any services under the Order does not imply the grant of any license or right with respect to STL’s intellectual property rights or rights granted by third party owners to STL. In particular, the Order does not imply a licence to use the ‘STL’ trademark or other trademarks of STL. Therefore, the Client may not make any use of STL’s intellectual property rights or register or attempt to register any such rights in any country, Italian or foreign.

12. Applicable law.

The Agreement shall be governed by and construed in accordance with the substantive law of the Italian State, excluding the rules governing conflicts of laws. The application of the Vienna International Convention on the Sale of Goods (CISG 1980) is expressly excluded.

13. Competent Court of Law.

Any dispute arising from the execution of the Agreement, its interpretation or in any case connected to it will be referred to the exclusive jurisdiction of the Court of Vicenza-Italy. STL reserves the right to act for the immediate protection of its rights at the Judicial Authority of the district in which the Customer’s registered office is located.

14. Release for use of photographic and/or audio-video

reproductions.

Unless otherwise agreed between the parties, STL reserves the right to photograph and/or film the work in progress of the assembly of the goods and the finished product.

15. Miscellaneous Provisions.

If any provision of the Terms shall be deemed by operation of law to be unenforceable or invalid and void, such provision shall be deemed severed from the Terms and the remainder of the Terms shall continue in full force and effect. The failure of either party to enforce strict compliance with these Terms or to exercise any right hereunder shall not be construed as a waiver of the right to assert or rely upon any such term or right in the future. These Terms are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, expressly or by implication, is intended to confer, nor shall it confer upon any other person or entity any right, benefit or remedy in law or equity of any nature whatsoever under or by virtue hereof. The Customer shall not assign any of its rights or delegate any of its obligations under these Terms to any third party without the prior written consent of STL. Any purported assignment or purported delegation in breach of these Terms shall be null and void. No assignment or delegation shall release the Customer from its obligations under these Terms or any Order/Agreement.

16. Privacy policy.

By submitting the Purchase Order, the Customer expresses consent to the processing of personal data pursuant to the GDPR - Regulation (EU) 2016/679. The processing, storage, transmission of personal data to third parties (by way of example but not limited to: credit institutions, external consultants, etc.) is carried out with the observance of all precautionary measures, so as to guarantee their security and confidentiality, for the sole purpose of effectively fulfilling the obligations provided for by legal, civil and tax regulations, related to the economic activity carried out by the company, including the management of payments deriving from the execution of the Order. The data controller is STL, a company with registered office in Marostica (Vicenza-Italy), address: via Monte Grappa no. 47, in the person of its legal representative pro tempore.

Signature: _____ Date: _____

Signing for express acceptance of the following terms: art. 1 (General provisions), art. 2 (Order), art. 3 (Specifications), art. 4 (Shipping and delivery), art. 6 (Payment), art. 7 (Warranty), art. 8 (Control of the goods, complaints and returns), art. 9 (Limitations of liability), art. 10 (Confidentiality), art. 11 (Intellectual property), art. 12 (Applicable law), art. 13 (Competent Court of Law), art. 15 (Miscellaneous provisions), art. 16 (Privacy policy).

Signature: _____ Date: _____