

DESA S.R.L. General Terms and Conditions of Sale

Desa S.R.L. (hereinafter "Desa"), with registered office at Via G. Degennaro, 1, 70132 Bari (BA), share capital equal to Euro 5,110,000.00 [fully paid in], VAT number IT06276470728, Tax Code and registration with the Companies' Register of BARI under number 06276470728, represented by Mr. Giacomo Natalino Sala, in his capacity as legal representative vested with the necessary powers,

Whereas: Desa operates in the wholesale distribution and sale of goods belonging to numerous product categories, all listed in the company registration certificate, including, by way of example and not limitation, electrical, electronic, medical and solar plant goods, and proposes the following general terms and conditions for the sale of the goods offered by it.

The customer identified below,

Company Name: _____, **Telephone:** _____,

Vat No.: _____, **Legal Representative:** _____,

Registered Office Address _____, **Certified Email:** _____.

by expressing its intention to proceed with the purchase of the goods marketed by DESA, as identified in the purchase orders placed from the date of execution of these General Terms and Conditions of Sale until three years after such date,

ACCEPTS the following

DESA S.R.L. General Terms and Conditions of Sale

1. **Oggetto del rapporto** 1. **Subject Matter of the Relationship**

This document defines the terms and conditions under which Desa offers its customers services relating to the marketing of goods, listed by way of example only and not exhaustively in the recitals of this document. In addition, upon the customer's express request, Desa may arrange the shipment of such goods, using third-party professionals, and may, upon the customer's express request, provide an optional transport insurance service for the goods, again through the use of third-party professionals. Such additional services are provided on condition that all the terms specified in this agreement are fully complied with.

2. General Terms and Conditions of Sale – Conclusion of the Contract

These General Terms and Conditions of Sale (hereinafter also the "GTCS") shall apply to all sales contracts entered into between Desa and the customer in relation to purchase orders accepted by Desa concerning products marketed by Desa. These GTCS shall in any case prevail over any general conditions that the customer may include in the purchase order and/or in any other document or communication, which shall not be binding upon Desa even by virtue of tacit consent. Any different agreement shall not be considered binding unless formalized in writing.

2.1 The sale shall be deemed concluded upon Desa's written confirmation of the order. These GTCS, accepted by the customer upon the first commercial relationship, shall apply to all subsequent orders placed during their period of validity.

3. Liability

Desa shall be liable exclusively within the limits of mandatory liabilities provided by law.

Without prejudice to cases of wilful misconduct or gross negligence, as well as any other liability that cannot be excluded or limited by law, Desa shall not be liable for indirect, consequential or loss-of-profit damages, including, by way of example and not limitation, loss of profit, loss of turnover, business interruption, loss of opportunity or reputational damages.

In any event, without prejudice to the foregoing, Desa's total liability in connection with each individual supply shall not exceed the amount actually paid by the customer for the products and/or services forming the subject matter of that specific supply.

4. Technical Information

The technical information presented on the website www.desatrade.com or transmitted by other electronic means to our customers is based on the information provided by the manufacturers of the products listed in our catalogue. Therefore, DESA reserves the right to amend or update the technical and dimensional specifications of the catalogued products, in accordance with the communications received from the manufacturers, even without prior notice.

With regard to the purchase of goods from DESA that include software licences or software necessary for their operation, the customer must comply with the following conditions in relation to such software:

- acknowledge and accept that the use of the software by the end user is permitted only after acceptance of, and in accordance with, the terms and conditions of any licence agreements provided by the manufacturers. The customer undertakes to

inform end users of these conditions, emphasizing that without such acceptance the software may not be used;

- undertake not to copy, reproduce, translate, disassemble, reverse engineer, attempt to decipher or appropriate the source code, modify, use in any manner the software, or allow third parties to access such software. Furthermore, in the event of resale, the customer undertakes to impose compliance with such obligations upon its buyers.

In the event of breach of the provisions of this article, the customer undertakes to indemnify and hold Desa harmless from any damage, cost, expense and charge arising from failure to comply with the obligations set out herein.

5. Orders

Without prejudice to Article 2.1, orders placed with Desa shall be accepted only if submitted in writing through channels such as WhatsApp messaging, Skype, regular mail or email (defined as "offline" and managed with the support of DESA personnel), or through the internet procedure (defined as "online") on the website www.desatrade.com.

In the case of orders submitted "online", at the end of the ordering procedure, the customer shall receive a confirmation communication by email, which shall also acknowledge receipt of the order and provide the relevant "order number".

Customers may request that the shipment of the goods take place on a future date different from the date of order confirmation. If the requested shipment date for goods already paid for is more than 20 days after the date of order confirmation, Desa shall not guarantee the availability of the goods until 20 days before the requested delivery date, unless the goods are still available on that date.

6. Customer Obligations Relating to EEE, Batteries and Packaging

The Customer undertakes to comply with all regulations in force in the country of import concerning waste electrical and electronic equipment (EEE), batteries and packaging. In particular, the Customer shall comply with all legal obligations relating to the collection, treatment, recovery and disposal of such materials, as well as with all registration, labelling and communication obligations provided for under its local and European legislation. Desa fulfils its obligations relating to products placed on the Italian market. The customer shall indemnify and hold Desa harmless from any liability arising from failure to comply with such obligations.

7. Prices

The prices indicated on DESA's website are purely indicative and do not constitute a binding offer for sale. The actual sale price shall be the one specified in the order confirmation.

The order and the order confirmation contain the specification of the products subject to the sale, the prices applied, and the methods and delivery terms of the products.

Desa reserves the right to cancel or rectify the order, even after the order confirmation but in any case before shipment, if the stated price is affected by a manifest clerical error that is objectively recognizable by the customer, including the case of a price clearly inconsistent with the value of the product. In such event, Desa shall promptly notify the customer, who may choose whether to confirm the order at the corrected price notified by Desa or cancel the order without any charge.

For sales made to customers resident in San Marino, in compliance with Ministerial Decree dated 24 December 1993, it is mandatory to return a copy of the invoice, duly stamped by the Tax Office of San Marino, to DESA's registered office within four months from the date of transfer of the goods. In the absence of such documentation, the matter shall be reported to the competent authorities pursuant to the same regulation.

8. Product Availability

The product catalogue available on the website www.desatrade.com, in the "availability" section, shows the quantities of products available in Desa's warehouses, with updates made every 5 minutes from 7:00 a.m. to 6:00 p.m.

However, the possibility of placing "online" orders may change product availability in real time. Therefore, Desa cannot guarantee the immediate availability of the ordered goods until an order confirmation document has been sent.

9. Transport and Risk

Unless otherwise expressly stated in the order confirmation, the supply of the goods shall be deemed delivered Ex Works (EXW – Incoterms® 2020) at Desa's warehouse.

Even where, at the customer's request or by agreement between the parties, Desa arranges all or part of the shipment through third-party carriers, such activity shall be deemed carried out in the name and/or on behalf of the customer, unless otherwise agreed in writing.

The risks of loss of or damage to the goods shall pass to the customer according to the delivery term specified in the order confirmation and, in the absence of a different agreement, no later than upon delivery of the goods to the first carrier.

Transport costs, where advanced by Desa, shall be charged on the invoice, unless otherwise agreed in writing.

The customer's right to request optional transport insurance coverage under the terms set out in Article 11 remains unaffected.

If the customer appoints its own carrier or another person to collect the goods, delivery shall be deemed completed and the risk shall pass to the customer at the time the goods are handed over to the carrier or appointed person at Desa's warehouses.

10. Retention of Title

The products delivered to the customer shall remain Desa's property until full payment of the agreed price has been received by Desa. The retention of title shall in no way affect the passing of risk.

The retention of title shall extend to the products sold by the customer to third parties and to the price of such sales, within the maximum limits permitted by the law of the Customer's country governing this clause.

11. Detailed Conditions for the Use of Optional Transport Insurance

The following terms establish the conditions under which Desa offers its customers indemnification in the event of damage to or loss of goods during transport, in accordance with the coverage provided by the subscribed insurance policy: Desa takes out transport insurance policies with leading insurance companies, covering the risks during the transport of goods.

- Desa undertakes to compensate its customers for any loss of or damage to the transported goods, in accordance with the terms of the insurance policy subscribed, provided that the insurance fee required under this agreement has been paid;
- the insurance fee is defined as an additional or optional service to the shipping services offered by Desa S.r.l., which the customer must explicitly request;

Insurance coverage shall be deemed valid only where the sales invoice includes a charge item, the percentage of which shall be subject to negotiation but shall not be less than 0.20% of the value of the goods, as an insurance fee payable within the payment terms set out for the relevant sales invoice. In the absence of payment of the agreed insurance fee, as stated on the invoice, the transport shall be deemed uninsured.

11.1 Optional Insurance Coverage and Limit of Indemnity

11.1.1 Scope of coverage

The optional insurance coverage service covers all risks of loss of or damage to the goods during transport arranged by Desa, unless such loss or damage is caused by negligence or misconduct on the part of the customer;

11.1.2 Indemnity

In the event of a claim ascertained and approved for settlement by the Insurance Company, Desa undertakes to compensate the customer by way of replacement product or monetary refund. The indemnity shall be based on the declared value of the goods stated on the invoice at the time of shipment, net of the deductible referred to in Article 11.1.6;

11.1.3 Maximum indemnifiable amount

The maximum reimbursement for any claim shall not exceed the total value of the transported goods;

11.1.4 Procedure to be followed in the event of a claim

When shipping goods subject to insurance coverage, Desa undertakes to send the customer relevant shipment information by email.

Such information may include, where available, details such as dimensions, volume and number of packages in the shipment. Where specific information is unavailable, Desa shall provide the shipment-related information actually available at the time of dispatch.

In the event of a claim, the customer must notify Desa within 3 working days from delivery of the goods. The customer must provide all evidence necessary to support the claim for indemnity.

11.1.5 Exclusions

Transport insurance does not cover loss or damage caused by:

- intentional damage;
- normal wear and tear;
- mechanical failures not related to transport.

11.1.6 Deductible

In the event of a claim, a deductible equal to 15% of the amount of the damage shall apply, with a minimum of €1,500 (one thousand five hundred euros).

11.2 Exclusion of Liability

11.2.1 Failure to subscribe to the insurance option

If the customer chooses not to pay the optional insurance fee provided for, Desa shall not be liable for any loss of or damage to the goods during transport.

11.2.2 Specific exclusions

Desa shall not be liable for loss or damage resulting from:

- negligence or misconduct by the customer or its agents;
- force majeure events, such as natural disasters, acts of terrorism, wars, riots and similar circumstances beyond Desa's control;
- natural deterioration, wear and tear or inherent defects of the transported goods.

11.2.3 Limitations of liability

Desa shall not be held liable for loss of or damage to the transported goods that does not fall within the scope of the optional insurance coverage defined in Article 11.1.

Should Desa nevertheless be held liable for such loss or damage despite the exclusions above, such liability shall in any case be limited to the terms and indemnity limits set out in the preceding points of this article.

11.2.4 Failure to sign with reservation

Where the customer receives the goods without making a specific reservation on the transport document or proof of delivery, the goods shall be presumed to have been delivered in good external condition and in conformity. In such case, Desa shall not be liable for any claims concerning apparent damage, shortages or external anomalies that were not contested at the time of delivery by means of a specific reservation. Damage or defects not immediately recognizable at the time of delivery shall remain unaffected, provided that they are notified by the customer within the time limits and according to the procedures set out in Article 14, without prejudice to the provisions of law in cases of wilful misconduct or gross negligence.

12. Payments

The goods supplied by DESA must be paid by irrevocable, advance and confirmed bank transfer. Any different payment terms must be agreed and formalized in writing with Desa. The bank details for making transfers shall be indicated in the sales documents and in any event on the order confirmation.

Any delay or irregularity in payments shall entitle Desa to:

12.1 suspend ongoing supplies, even if unrelated to the payment in question;

12.2 change the payment and/or discount terms for subsequent supplies, including by requiring advance payment or the issuance of additional guarantees;

12.3 apply default interest on the outstanding amount at the rate provided by law pursuant to Legislative Decree No. 231/2002, without prejudice in any case to Desa's right to claim compensation for any greater damage suffered.

In the event of non-payment, irregular payment or late payment, any amount due for any reason by the customer to Desa shall also become immediately due and payable. DESA reserves the right, at its sole discretion, not to proceed with shipment of the goods, even after order confirmation, to customers whose financial condition is such as to clearly jeopardize performance of the obligations under the sales contract or in the event of a bank transfer that is not irrevocable and/or not confirmed.

13. Cancellation of Orders

The customer may request cancellation of the order, in whole or in part, no later than 24 hours from receipt of the order confirmation, except in the case of "back to back" or customized products, for which cancellation is not permitted. In any event, cancellation is subject to DESA's written acceptance.

14. Rules to Be Followed Upon Receipt of Each Parcel

Upon receipt of each parcel, the customer is required to immediately carry out the checks indicated below, before any use, installation or resale of the product.

14.1 Checks to be carried out upon delivery

Upon delivery, the customer must verify:

- a) the external integrity of the package;
- b) the absence of signs of tampering, damage, opening or resealing with materials different from those originally used;
- c) the correspondence between the number of parcels delivered and the number indicated in the transport document.

Any external damage to the packaging or discrepancy in the number of parcels must be immediately contested with the carrier.

14.2 Signature with reservation

If, at the time of delivery, the package shows signs of damage, tampering, alteration or other external anomaly, the customer shall have the right to refuse delivery or to accept it with reservation.

In the event of acceptance with reservation, the customer must place a specific and detailed reservation on the transport document or on the proof of delivery, whether paper or electronic, describing the nature of the anomaly found (for example: dented package, torn packaging, non-compliant tape, wet parcel, open parcel or missing parcel number).

Signing with reservation is an essential condition for initiating any verification, claim and insurance procedures.

14.3 Product packaging

Products are shipped in packaging prepared by the manufacturer or in cardboard boxes sealed with security adhesive tape. The use, for closing the package, of carrier tape or materials different from the original ones must be considered anomalous and entitles the customer to refuse delivery or to accept it with reservation under the terms of Article 14.2 above.

14.4 Reporting damage to packaging or to the product with damaged packaging

If the package shows external damage and has been accepted with reservation, the customer must send written notice to DESA by email to the address used by DESA to send the order confirmation and, in any case, also to DESA's certified email address riv@pec.it, no later than 24 hours after receipt of the goods, describing the damage found and attaching:

- a) at least one photograph suitable to document the damage to the product and the packaging;
- b) a copy of the proof of delivery signed with reservation.

14.5 Reporting damage to contents with apparently intact packaging

If the packaging appears intact, but upon opening the product shows damage or anomalies, the customer must send written notice to DESA by email to the address used by DESA to send the order confirmation and, in any case, also to DESA's certified email address riv@pec.it, no later than 24 hours after receipt of the goods, attaching photographs suitable to show the damage to the product and the condition of the packaging.

14.6 Prior inspection of the product

The customer is required to inspect the product before any use or installation. Any use, installation, transformation or resale of the product before reporting the damage may prejudice the handling of the claim or the return request.

14.7 Return procedure

Authorization to start the return procedure must in any case be obtained in advance in accordance with DESA S.r.l.'s return management policies and as provided for in Article 15 below.

15. Return of Goods

The return of goods to Desa must be previously authorized in writing by Desa through the specific return request procedure prepared by Desa, in which the customer must indicate at least: the reasons for the return, the references of the order, invoice and/or delivery note, as well as the condition of the product and its packaging.

If the request is approved, Desa shall communicate to the customer the return authorization number (RMA or equivalent). The goods must be returned within 10 (ten) working days from the date the authorization is issued, carriage paid, to the warehouse indicated by Desa, stating the return number on the shipping documents.

Returned goods must be returned intact, complete with accessories, manuals, any seals and in the original packaging, unless otherwise agreed in writing.

Desa reserves the right to apply a reduction of the value to be credited or to reject the return, subject to technical and commercial verification of the returned goods, in the following cases:

- a) product no longer reorderable, discontinued, end-of-life or purchased by Desa specifically on the customer's order ("back to back");
- b) product opened, used, installed, incomplete, damaged or lacking original packaging;

c) discrepancy between what was declared by the customer in the return request and the actual condition of the goods received;

d) receipt of the goods after the above-mentioned deadline, unless previously authorized in writing by Desa.

Authorization of the return shall in no case entail automatic recognition of the customer's right to a refund, replacement or issuance of a credit note, which shall remain subject to verification of the returned goods by Desa.

16. Claims

Any shipping errors, shortages, apparent quantitative or qualitative discrepancies, as well as damage to products or packaging, must be reported by the customer to DESA in writing within the time limits and according to the procedures set out in Article 14.

The claim must be accompanied by the documentation reasonably necessary to enable the relevant checks, including, where available, transport documents, proof of delivery, photographs, videos and any other useful element.

Failure to comply with the procedures and deadlines under Article 14 may result in forfeiture of the customer's right to assert the relevant claim, without prejudice to mandatory legal limits.

17. Warranties

The purchase of products from DESA implies unconditional acceptance of the warranty terms established by the manufacturer, which are independent from DESA's will. The customer therefore acknowledges and accepts that the warranty on purchased products is provided directly by the manufacturer according to the terms established by the latter. Such acceptance includes, purely by way of example, acceptance of the warranty management procedures, which may be entrusted to a party other than DESA. With reference to the products sold, Desa provides the customer only with the statutory warranties.

18. Export Control and International Economic Sanctions

The customer acknowledges that the export of Desa's products outside the customs territory of the European Union and/or to certain subjects/certain destinations may be subject to control by the competent authorities and undertakes to take all necessary measures to comply with the applicable European and U.S. legislation on export control and international economic sanctions.

If the Desa products forming the subject matter of a transaction are exported or re-exported by the customer, the latter undertakes to export or re-export them only to customers who are not subject to targeted restrictive measures of the European Union, the United Nations, the

United Kingdom and/or the United States of America and who are not owned or controlled by persons or entities appearing on such lists (hereinafter, "Restricted Party").

The customer undertakes to ensure that any resale contracts relating to the goods forming the subject matter of this contract contain limitations identical to those contained in this article, expressly undertaking vis-à-vis Desa to indemnify and hold it harmless if, as a result of a breach of this obligation, Desa should suffer damages, losses or any prejudicial consequences.

If the performance of Desa's obligations is prevented or rendered excessively burdensome by the occurrence of one or more of the following events (hereinafter, the "Exempting Events"):

- a. changes in Italian, European, British or United States legislation, including the adoption of restrictive measures or international economic sanctions against third countries, having an impact on the supplier's obligations; and/or
- b. changes in Italian, European, British or United States administrative practice or in Italian, European, British or United States judicial or administrative interpretation of the legislation in force concerning restrictive measures or international economic sanctions against third countries;
- c. failure by any competent authority to issue the authorizations necessary for the validity or performance of the sale;
- d. any other event preventing completion of the sale under the originally agreed terms due to provisions concerning export control or international economic sanctions imposed by the Italian Republic, the European Union, the United Kingdom or the United States of America, beyond Desa's control, Desa shall notify the customer in writing of the occurrence of an Exempting Event and shall consult the customer in good faith in order to identify any useful or appropriate initiative aimed at ensuring the proper and timely performance of the contractual obligations, it being understood, however, that performance of the respective obligations shall be suspended during the consultation period and from the date of notification of the Exempting Event. If, following such consultation, it emerges that Desa's obligations cannot be performed because they have become invalid or unlawful under the applicable law, the sale shall be deemed terminated without the customer being entitled to any damages or other compensation. If the performance of Desa's obligations cannot be deemed unlawful or invalid, but has become impossible or excessively burdensome, the order shall remain suspended from the date of communication of the Exempting Event until the Exempting Event has ceased, in which case Desa and the customer undertake to reduce, as far as reasonably possible, the negative consequences of such suspension.

19. Export Prohibition Clause Toward the Russian Federation and/or Belarus

The customer declares, warrants and undertakes that the products supplied by Desa shall not be sold, supplied or exported, directly or indirectly (including through representatives, agents, distributors or third parties), nor otherwise transferred to any natural or legal person, entity or

body in the Russian Federation and/or Belarus and/or re-exported for use in the Russian Federation and/or Belarus, or transferred for an intended end use in the territory of the Russian Federation and/or Belarus.

The customer undertakes to ensure the inclusion of an analogous provision in all its contracts with third parties concerning the products marketed by Desa and undertakes to promptly notify Desa of every such contract, as well as of all breaches of the above covenants, declarations and warranties.

The customer acknowledges and agrees that Desa is obliged to notify the Italian authorities of any breach of the aforesaid covenants, declarations and warranties.

In the event of breach, at any time, of any of the aforesaid covenants, declarations and warranties by the customer, Desa shall be entitled to terminate by operation of law the sales contract and all other sales contracts entered into between Desa and the customer by written notice, without prejudice to and reserving its right to: (i) immediately receive the full agreed consideration, irrespective of any contractual clause on deferred payment; (ii) claim damages resulting from the breach; (iii) take any action and remedy for its own protection.

The customer shall indemnify and hold Desa harmless from any liability, loss, damage (including reputational damage) or cost (including legal fees) that Desa may incur as a result of such breach.

20. Legislative Decree No. 231/2001, Code of Ethics and Anti-Corruption Regulations

The customer acknowledges that Desa has adopted an organizational, management and control model pursuant to Italian Legislative Decree No. 231 of 8 June 2001, as well as its own Code of Ethics, which the customer declares to know or to be able to consult in the version made available by Desa.

In performing the contract and the individual orders, the customer undertakes, also for the acts of its directors, employees, collaborators, agents, subcontractors and auxiliaries in any way involved, to:

- a) comply with the applicable regulations concerning corporate liability, anti-corruption prevention and the combating of unlawful conduct;
- b) conduct itself in accordance with the principles of legality, fairness, transparency and good faith, as well as, where compatible and applicable, with the principles contained in Desa's Code of Ethics;
- c) not promise, offer, authorize, solicit or pay, directly or indirectly, money, benefits or undue advantages to public officials, persons in charge of a public service or private individuals, in order to obtain or maintain an undue advantage;
- d) adopt and maintain, in proportion to its structure and activity, organizational and control measures suitable to prevent unlawful conduct relevant under the applicable regulations;

e) promptly inform Desa of any fact, investigation, allegation or measure of which it becomes aware and which may affect the performance of the contractual relationship or entail the risk of breach of this article.

The customer also undertakes to ensure that substantially equivalent obligations to those set out in this article are complied with by the third parties it uses in carrying out the relationship with Desa.

The customer must comply with all anti-corruption laws applicable to it, including, where applicable by reason of the activity carried out or the jurisdiction concerned, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and any other applicable legislation.

Breach of this article shall constitute a serious breach and shall entitle Desa to suspend performance of ongoing orders; in cases of serious or repeated breach, Desa may also terminate the contract and/or the individual orders by operation of law pursuant to Article 1456 of the Italian Civil Code, without prejudice to damages.

21. Disputes

For any dispute arising between Desa and the customer, the Court of Bari shall have exclusive jurisdiction.

22. Amendments to These General Conditions

Desa reserves the right to amend these General Terms and Conditions of Sale at any time.

Any amendments shall be effective from the date of their publication on Desa's website or from such different date as may be indicated therein and shall apply exclusively to orders confirmed by Desa after such date, unless otherwise agreed in writing between the parties.

It is understood that orders already confirmed by Desa shall continue to be governed by the General Terms and Conditions of Sale in force on the date of the relevant order confirmation.

23. Applicable Law

These General Terms and Conditions of Sale shall be governed by and construed in accordance with Italian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna – 1980 – CISG).

24. Personal Data Processing

Each party shall process the personal data acquired within the contractual relationship as an independent data controller, for purposes connected with the negotiation, conclusion,

performance and management of the commercial relationship, as well as for compliance with legal, administrative, tax, accounting and compliance obligations.

Where, for the performance of specific services requested by the customer, including direct shipment service to third parties ("dropshipment"), the customer communicates third-party personal data to Desa and Desa processes such data on behalf of the customer and according to the latter's instructions, Desa shall act as data processor pursuant to Article 28 of Regulation (EU) 2016/679, on the basis of the customer's documented instructions and, where necessary, under a separate agreement or appointment as data processor.

In such case, Desa undertakes to:

- a) process the personal data exclusively for the purpose of carrying out the service requested by the customer and within the limits of the instructions received;
 - b) adopt appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
 - c) ensure that persons authorized to process the data are bound by confidentiality obligations;
 - d) reasonably assist the customer, within the limits of the processing carried out on its behalf, for the purpose of complying with obligations under applicable law;
 - e) inform the customer without undue delay of any personal data breach concerning processing carried out on behalf of the customer;
 - f) delete or return, upon termination of the service, the data processed on behalf of the customer, unless retention is required by law or by overriding contractual obligations.
- It is understood that Desa shall provide its privacy notice for processing activities carried out in its capacity as independent data controller.

25. Express Termination Clause

Without prejudice in any case to the right to damages, Desa shall be entitled to terminate by operation of law the individual sales contract and/or the individual orders pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by simple written notice to the customer, should the latter fail to properly perform even one only of the following obligations: Article 10 (Retention of Title), Article 12 (Payments), Article 18 (Export control and international economic sanctions), Article 19 (Export prohibition clause toward the Russian Federation and/or Belarus), Article 20 (Legislative Decree No. 231/2001 and anti-corruption regulations).

Any tolerance by Desa with respect to one or more breaches by the customer may in no way be construed as a waiver of Desa's right to rely on this express termination clause, nor as novation of the contractual obligations.

26. Force Majeure

Where events of force majeure occur, meaning events beyond Desa's control which reduce or eliminate its commercial capacity—including, by way of example, strikes (including company strikes), lockouts, natural catastrophic events, wars—Desa shall not be liable for any damage suffered by the customer due to delay in supplying the products. If the impediment persists for more than 90 (ninety) days, either party shall have the right to withdraw from the contract, without any entitlement arising in favor of one party against the other to compensation for damages.

These General Terms and Conditions of Sale shall enter into force on **10/04/2026** and shall apply to orders confirmed by DESA from that date.

Date and Place:

Stamp and Signature:

Name: _____

Role: _____

Company Name: _____

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the customer declares that it has carefully read and expressly and fully accepts the following clauses of the General Terms and Conditions of Sale of Desa S.r.l.: Article 2 ("General Terms and Conditions of Sale – Conclusion of the Contract"); Article 3 ("Liability"); Article 4 ("Technical Information"); Article 5 ("Orders"); Article 6 ("Customer Obligations Relating to EEE, Batteries and Packaging"); Article 7 ("Prices"); Article 8 ("Product Availability"); Article 9 ("Transport and Risk"); Article 10 ("Retention of Title"); Article 11.1 ("Optional Insurance Coverage and Limit of Indemnity"); Article 11.2 ("Exclusion of Liability"); Article 12 ("Payments"); Article 13 ("Cancellation of Orders"); Article 14 ("Rules to Be Followed Upon Receipt of Each Parcel"); Article 15 ("Return of Goods"); Article 16 ("Claims"); Article 17

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("Warranties"); Article 18 ("Export control and international economic sanctions"); Article 19 ("Export prohibition clause toward the Russian Federation and/or Belarus"); Article 20 ("Legislative Decree No. 231/2001, Code of Ethics and anti-corruption regulations"); Article 21 ("Disputes"); Article 22 ("Amendments to these general conditions"); Article 25 ("Express termination clause"); Article 26 ("Force Majeure").

Date and Place:

Stamp and Signature:

Name: _____

Role: _____

Company Name: _____