



All the purchase orders forwarded by any Customer (as defined below) to ATLAS FILTRI S.R.L., CF/PI 02007430289, with registered offices in via Pierobon 32, 35010 - Limena (PD) (hereinafter "ATLAS") will be governed by the following

GENERAL CONDITIONS OF SALE

(hereinafter the "Conditions of Sale")

1) DEFINITIONS

1.1 The following terms will have the meaning set out below:

"Confidential Information" shall mean all data and information of a technical, confidential or proprietary nature related to the Products and/or ATLAS's business or affairs, without regard to the fact that they are marked as "confidential" or not, including any information related to manufacturing processes, customers and markets, corporate structure and organization and other technical data, marketing material, business strategies, pricing strategies, trade secrets and proprietary information. Confidential Information may be communicated orally, visually, in writing or in any other form.

"Customer": any customer that might confirm purchase orders for the Products (as defined below) to ATLAS from time to time. Customers, together with ATLAS, are referred to as the "Parties" and each as a "Party".

"Products": any product produced by ATLAS and purchased by the Customer, whether included in ATLAS's catalogue or customized. The image shown in ATLAS's catalogue will only be a representation and may not represent the Product itself.

"Prices": the prices of the Products as indicated in the quotation that ATLAS made available to the Customer.

"Estimated Delivery Date": the date, estimated by ATLAS, on which the Products are made available to the Customer at ATLAS's facilities and advised to the Customer whether into the pro-forma invoice or otherwise.

"Agreement": the agreement concluded between ATLAS and the Customer under the terms set forth in Article 2 of these Conditions of Sale.

1.2 These definitions apply equally to the singular and plural forms of the terms and expressions defined.

2) ORDERS

- 2.1 Each purchase order shall be forwarded to ATLAS in writing.
- 2.2 Once received the purchase order by e-mail, registered letter, certified mail or any other means that guarantees reception, ATLAS shall be free to confirm or refuse the order; in case of confirmation, ATLAS shall send to the Customer the relevant pro-forma invoice, which shall be returned by the Customer duly signed for acceptance within 3 (three) working days.
- 2.3 Should the pro-forma invoice be not returned for acceptance or actually paid within the above term, the order will be deemed as cancelled.
- 2.4 The Customer may cancel a purchase order only with ATLAS's prior written consent. If ATLAS does not provide written consent to cancel a purchase order, the Customer will be obligated to pay the full Price.

3) PRICES

- 3.1 Prices are EXW (Incoterms 2020) ATLAS's facility via Colpi, 10 – 35010 Limena (PD) ITALY, taxes not included.
- 3.2 The Customer acknowledges that Prices may be increased from time to time at ATLAS's sole discretion. Increased Prices will apply to all orders which have not been yet confirmed by the Customer with the returning of the pro-forma invoice signed for acceptance or with payment.

4) PAYMENTS

- 4.1 All purchase orders shall be paid in advance or, in case of different payment terms, as indicated in the pro-forma invoice. No other payment terms shall apply unless previously agreed by the Parties.
- 4.2 ATLAS reserves the right to interrupt or cancel any pending order in case that relevant pro-forma invoice has not been paid within the due term.
- 4.3 All payments shall be provided in Euro or in the other different currency that shall be indicated in the pro-forma invoice, via bank transfer, to ATLAS's bank account, unless otherwise indicated in the pro-forma invoice.
- 4.4 The Customer has no right to withhold, setoff, or otherwise deduct from its payment obligations to ATLAS any asserted claims or damages or other amount.

5) PENALTIES FOR THE CUSTOMER

- 5.1 Shouldn't the Customer provide relevant payment within the due term, the Customer shall pay to ATLAS interests in the measure of the Italian current bank rate increased by 1,5 %.

- 5.2 Should the Customer miss to collect the Products from ATLAS's facility within 10 working days from the notification of the delivery at ATLAS's premises, the Customer shall pay to ATLAS a penalty equal to:
 - 0,5 % of the relevant order amount for the first week of delay occurring after the term set forth above;
 - 1 % of the relevant order amount for the second week of delay after the term set forth above;
 - 3 % of relevant order amount for the third and following weeks after the term set forth above.

6) RESERVATION OF TITLE

- 6.1 Products will remain ATLAS's property until the relevant purchase order has been fully paid.
- 6.2 All risks of loss or other damage to the Products shall pass to the Customer when the Products are delivered according to art. 7.

7) DELIVERY

- 7.1 All deliveries will be EX WORKS ATLAS's facilities at via Colpi n. 10 – Limena (PD) ITALY (Incoterms 2020), unless otherwise indicated in the pro-forma invoice sent to the Customer.
- 7.2 Estimated Delivery Date will run starting from payment of the relevant purchase order or in the different terms agreed between the Parties.
- 7.3 Estimated Delivery Date shall not be deemed as binding for ATLAS. No delay on the Estimated Delivery Date shall give to the Customer right to any refunds, damages compensation nor termination of any order, not even in part.
- 7.4 Should a date of delivery be agreed by the Parties, ATLAS shall not be deemed responsible for delays on such date of delivery which have been caused by delayed or irregular supplies of raw materials or force majeure set forth by art. 15 below.
- 7.5 ATLAS reserves the right to make partial shipments.
- 7.6 The Customer allows ATLAS to terminate the Agreement if one of ATLAS suppliers breach its obligation and fails to supply ATLAS with the goods ordered according to the Agreement.

8) SHIPPING ON BEHALF OF THE CUSTOMER

- 8.1 ATLAS might, at its sole discretion, arrange the shipment of the goods on behalf of the Customer at Customer's request. In no case ATLAS shall be deemed responsible for delays occurred in the arrangement of the shipment.
- 8.2 The Customer shall complain to the carrier any damages occurred to the Products during transportation.
- 8.3 As soon as it receives the Products, the Customer shall inspect the quantity and integrity of packages and Products. Any claim related to damages occurred during transportation shall be arisen by the Customer to the carrier and mentioned on the delivery document signed by the Customer at reception of the Products at its premises. Anyway, ATLAS will not be responsible for any damage incurred to the goods during the shipment.

9) NONCONFORMANCE AND DEFECTIVE PRODUCTS

- 9.1 Any obvious defects or shortage or other apparent nonconformance must be notified to ATLAS, by registered letter with return receipt or certified mail, within 8 days from the reception of the Products by the Customer. The failure of notification in the above-mentioned terms shall waive and bar any claims the Customer might raise against ATLAS for obvious defects or apparent non-conformance.
- 9.2 Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to ATLAS, by registered letter with return receipt or certified mail, within 8 days from the discovery of the defects and in any case not later than 12 months from delivery. The notice must indicate precisely the defect and the Products to which it refers. The failure of notification in the above-mentioned terms shall waive and bar any claims the Customer might raise against ATLAS for hidden defects.
- 9.3 No claim or objection may be asserted in court unless the goods sold to which the claim relates have been duly and fully paid for, nor may any objection be raised in order to avoid or delay the payment of the Price.

10) WARRANTY FOR DEFECTS

- 10.1 Should the Products have any defects or nonconformity, ATLAS at its option might repurchase or credit at invoiced cost or replace any defective or nonconforming Products unit.
- 10.2 Every return of Products for whatsoever reason needs the previous written authorisation by ATLAS. Any returning Products must be shipped to ATLAS facilities at Customer's expenses.



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REG. IMPR. PD - C.F. e P. IVA IT 02007430289 (VAT)

REA PD 195989 - N. Mecc. PD 008365

Cap. Soc. € 500.000,00 i.v.

Nr. Iscrizione RAEE IT1809000010771

- 10.3 The above guarantee does not apply in case of improper use, inadequate maintenance, incorrect installation, transportation damage, use of non-original cartridges other than the ones approved by ATLAS.
- 10.4 Should the Customer and/or its installer not follow carefully the installation and maintenance indications listed in the instruction manual, which is provided with the Products, the above guarantee does not apply.
- 10.5 The above guarantee sets forth the exclusive remedies of the Customer for any defective or nonconforming Products or shipment of Products.

11) LIMITATION OF LIABILITY

- 11.1 ATLAS shall in no circumstances be liable for any damages or losses incurred by the Customer in connection with the Products or these Conditions of Sale, except in cases of wilful misconduct or gross negligence.
- 11.2 The Customer agrees to indemnify and hold ATLAS harmless from any claims, including, but not limited to, claims for damages, brought by third parties against Atlas to the extent that such claims are attributable in whole or in part to the Customer.

12) PACKAGING

- 12.1 All Products shall be delivered into their proper packaging. Packaging specifications shall be appointed by ATLAS unless otherwise agreed by the Parties in writing.

13) UPDATES OF THE CATALOGUE

- 13.1 ATLAS reserves the right to update its catalogue from time to time at its sole discretion.
- 13.2 Updates might mean additions or cancellations of Products from the catalogue or modifications of the technical or design specifications of the Products.
- 13.3 No updates of ATLAS catalogue shall affect confirmed orders.

14) INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 14.1 ATLAS is the sole owner of any intellectual property rights related to the Products. The Customer undertakes not to perform any act incompatible with the ownership of such intellectual property rights.
- 14.2 The Customer shall maintain the confidentiality of the Confidential Information and shall not use, sell, transfer or disclose such Confidential Information in any manner, directly or indirectly, other than as reasonably necessary for the performance of its obligations to ATLAS.
- 14.3 The trademarks and industrial rights underlying the Products manufactured by Atlas or owned by third parties licensed to Atlas remain in the exclusive property of the same.

15) FORCE MAJEURE

- 15.1 ATLAS shall not be responsible or liable for damages caused by a delay or failure in its performance, if such delay or failure is due to a cause of force majeure or any cause beyond its reasonable control, such as, but not limited to the following: fires; strikes; scarcity of fuel; war or acts of war; acts of mobs or rioters; Covid-19 restrictions and/or related issues, acts of public authorities; delay or defaults caused by public carriers; earthquakes, storms, floods, or other acts of God; provided, however, that ATLAS shall give notice to the Customer of any actual or anticipated delay, take reasonable steps to minimize the delay and overcome its effects, and promptly resume performance when the cause of delay is removed.
- 15.2 No claims shall be raised against ATLAS with regard to the timeliness and adequacy of the aforementioned actions.

16) PRIVACY

- 16.1 The information and personal data provided to ATLAS will be processed in accordance with EU Regulation no. 2016/679 (GDPR) and Legislative Decree no. 196 of 30 June 2003 as subsequently amended and supplemented by Legislative Decree no. 101 of 10 August 2018 and will be used exclusively for the fulfillment of the Agreement. Any Parties declares to have been duly informed in accordance with Article 13 GDPR and about the possibility of exercising their rights under Article 15-22 GDPR.

17) NO RE-EXPORT TO RUSSIA AND TO BELARUS

- 17.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied under or in connection with these Conditions of Sale that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and subsequent amendments and additions. In addition, the Customer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any Products supplied under or in connection with these Conditions of Sale that fall under the scope of Council Regulation (EU) No 2024/1865

- amending Regulation (EC) No 765/2006 and subsequent amendments and additions.
- 17.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph 17.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 17.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 17.1.
- 17.4 Any violation of paragraphs 17.1, 17.2 or 17.3 shall constitute a material breach of an essential element of the Agreement, and ATLAS shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Agreement; and (ii) a penalty of 5 % of the total value of the purchase order or price of the goods exported, whichever is higher.
- 17.5 The Customer shall immediately inform ATLAS about any problems in applying paragraphs 17.1, 17.2 or 17.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 17.1. The Customer shall make available to ATLAS information concerning compliance with the obligations under paragraph 17.1, 17.2 and 17.3 within two weeks of the simple request of such information.
- 17.6 If the Customer breaches any of the contractual obligations concluded in accordance with paragraph 17.1, ATLAS shall inform the competent authority as soon as it becomes aware of the breach.

18) CUSTOMER'S DUTIES

- 18.1 In any case, the Customer warrants to ATLAS that it shall comply at all times with all mandatory provisions (law, regulations, measures of national or supranational bodies) providing for restrictive measures, export controls, embargoes and sanctions, also adopted after the conclusion of the Agreement.
- 18.2 Any violation of the above obligation shall result in the immediate termination of the Agreement, as well as the Customer's obligation to pay a penalty of 5% of the price of the Products indicated in the pro-forma invoice.

19) APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 19.1 These Conditions of Sale and the Agreement shall be governed and regulated by Italian law, having no effects any other choice of law rule that would cause the application of the laws of any jurisdiction other than the internal Italian one. In particular, the United Nations Convention on Contracts for the international Sale of Goods shall not apply.
- 19.2 Any dispute which may arise between ATLAS and the Customer in relation to these Conditions of Sale and the Agreement, their interpretation, performance, breach or termination shall be of exclusive competence of the Court of Padova - Italy.

20) MISCELLANEOUS

- 20.1 ATLAS reserves the right to modify, at its own discretion, these Conditions of Sale.
- 20.2 All modifications will apply to those purchase orders confirmed after such modifications have occurred.

21) ENFORCEABILITY

- 21.1 Should the Parties negotiate and agree specific supply, distribution or other commercial agreements which provisions contrast with these Conditions of Sale, such agreements shall prevail.

The Customer

The Customer have read and accepted the above Conditions of Sale, in particular: art. 4.2 (right to interrupt/cancel confirmed orders); art. 4.4 (no right to withhold, credit or setoff); art. 5 (penalties for the Customer); art. 6 (title and risk of loss); art. 7.3, 7.4 (no responsibility for late deliveries); 7.6 (right to terminate the Agreement); art. 8 (shipping on behalf of the Customer); art. 9.2, 9.3 (nonconformance and defective Products); art. 10 (Warranty for defects); art. 11 (limitation of liability); art. 14.2 (confidentiality); 15.2 (limitation of liability in case of force majeure); art. 17.4 (no re-export to Russia and to Belarus); art. 18 (Customer's duties); art. 19 (applicable law and exclusive jurisdiction).