



TERMS AND CONDITIONS OF SALE

1. CONTRACTUAL DOCUMENTS

The contractual relationship arising from the signing of each individual order is governed by the provisions contained in these general conditions of sale. Purchasers waive their own general conditions of purchase, where applicable, unless agreed otherwise and specifically accepted in writing by VIMAR.

2. ORDER AMENDMENTS AND CANCELLATIONS

Purchase orders are irrevocable for purchasers and are deemed to be effective when the latter receive formal confirmation from VIMAR. Once confirmed, purchase orders cannot be cancelled without prior written consent from VIMAR. In this case, VIMAR has the right to request fair compensation for the expenses and charges incurred as a result of having started to fulfil the order.

3. PRICES

The prices contained in the catalogues/price lists are merely indicative. They may be changed at any time during the validity period of such catalogues/price lists due to higher production costs. Once confirmed on the basis established in art. 2, the selling prices envisaged in the order will become binding, except in all cases for any unexpected increases in production costs that are beyond the control of VIMAR. In this case, VIMAR will inform purchasers about the price increases and explain the reasons.

4. DELIVERY TERMS

Unless specifically agreed otherwise, the delivery terms are merely indicative. If completion of the order is impeded by circumstances attributable to force majeure, interruption of the normal supply of raw materials or other unexpected subsequent events, the delivery terms will be extended and the new dates will be established by agreement between the parties.

5. DELIVERY, PRODUCT PACKAGING, TRANSFER OF RISK

Products are delivered to purchasers EXW VIMAR Vicenza - Italy. The cost of Product packaging is borne by purchasers and will be invoiced at cost price.

6. PURCHASER'S OBLIGATIONS AND CHECKS

Purchasers agree to check, together with the carrier or the shipper, the conformity of the quantities received and the state of the packages sent. Any claims for quantity differences or for damaged packages must be communicated within 8 days of receiving the goods. Products may not be returned without the prior agreement of VIMAR. In the event of authorized returns the products shall be returned carriage paid with packaging free of charge, and the purchase price of the said products will be credited, less a charge of between 10% and 30% due to checking and re-packaging expenses. In any case no returns will be accepted for items which are not present in the price list in force at the time of request. If the purchasers transfer VIMAR's products to a third party, purchasers shall comply with all applicable national and international (re-)export control regulations. In any event of such transfer of products, purchasers shall comply with the (re-) export control regulations of the Republic of Italy, of the European Union and of the United States of America . To this aim, prior to any transfer of products supplied by



VIMAR to a third party, purchasers shall in particular check and guarantee by appropriate measures that: a) there will be no infringement of an embargo imposed by the Republic of Italy, European Union or by the United States of America and/ or by the United Nations by such transfer; b) such products are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; c) the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered. If required to enable authorities or VIMAR to conduct export control checks, purchasers, upon request by VIMAR, shall promptly provide VIMAR with all information pertaining to the particular end customer, the particular destination and the particular intended use of the products provided by VIMAR, as well as any export control restrictions existing. Purchasers shall indemnify and hold harmless VIMAR from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations and purchasers shall compensate VIMAR for all losses and expenses resulting thereof. Purchasers formally acknowledge that the ascertainment of violations of (re)export rules to countries and/or entities subject to embargo imposed by the Italian Republic, the European Union, the United States of America and/or the United Nations will result in the cancellation of all orders and the application of a conventional penalty totalling 50% of the value of cancelled orders.

7. PRODUCT WARRANTY: CONVENTIONAL AND LEGAL WARRANTY

The product warranty guaranteed by Vimar to the end consumer is deemed a conventional warranty pursuant to article 135 quinquies of Italian Legislative Decree no. 170/2021 (Consumer Act). In any case, as provided for by law, the end consumer has free access to remedies for conformity defects vis-à-vis the seller and said remedies are not compromised by the conventional warranty herein.

According to the conventional warranty herein, **all products, except those sold on the ON-LINE platforms for which the conventional warranty is 24 months, are guaranteed for a three-year period from the date of purchase.** Parts and components subject to normal wear and tear, including but not limited to batteries etc., are guaranteed for a period of **one year** from the date of purchase.

The end consumer, in order to exercise the rights connected to the conventional warranty, must report the conformity defect in writing to the seller (or entitled party) within no later than two months from the date of discovery, otherwise it will cease to apply.

In the event of a conformity defect of the VIMAR product, the consumer may request their repair or replacement.

Should the requested remedy be objectively impossible or excessively onerous, VIMAR shall restore conformity by implementing alternative remedies of its choice.

VIMAR guarantees the repair or free replacement of non-conforming goods. The consumer is responsible for demonstrating that this warranty is still valid, by producing a delivery document provided by the seller or other documentary evidence (tax receipt, till receipt or similar, product code, orders, contracts, etc.) that carries the name of the seller and the date of sale.

The warranty does not apply in all cases where the goods have been used improperly and, in particular, if they have been used for commercial, business or professional activities which are covered by the provisions of art. 1490 et seq of the Italian Civil Code.

In addition, the warranty does not cover non-conformities arising from negligence or improper use (e.g. failure to comply with the instructions for operating the equipment), installation or maintenance by unauthorised personnel, transport damage or any other circumstances not associated with production defects and/or product non-conformities.

VIMAR declines all responsibility for any direct or indirect losses caused to persons, objects or pets as a result of failure to comply with all the instructions contained in the instruction manual, especially with regard to the notices given about the installation, use and maintenance of the goods concerned.



8. **PRODUCT INSTALLATION**

The products must be installed and/or used in compliance with their technical features and any instructions provided by VIMAR; in addition, they must be installed and/or used in compliance with the safety regulations and the regulations governing the installation and/or use of electrical materials in force in the country where the Products are installed and/or used. To this end, purchasers expressly hold VIMAR harmless of any responsibility for improper use or for failure to comply with safety regulations, technical specifications and instructions for use. Products not meeting the regulations and/or technical specifications in force in the European Union will only be supplied to Purchasers specifying in the order that the destination country is not a member of the European Union, and declaring that they have carried full compatibility tests with the safety standards in force in the non-EU country.

9. **PAYMENTS**

Payments must be made on the basis communicated by VIMAR. Full or partial non-payment of the invoices beyond the set terms shall lead to the immediate application of interest at the rates laid down in Italian Legislative Decree (D.Lgs.) no. 231 of 9 October 2002, as well as the application of any bank charges and commissions. Failure to pay for whatever reason authorises VIMAR to suspend further deliveries of materials.

10. **PRIVACY AND GDPR**

Pursuant to art. 13 of European Reg. 679/2016, purchasers are informed that their personal data is included in the VIMAR database, since this is necessary for the proper conduct of the contractual relationship and to comply with certain legal requirements, as well as for credit protection, management and transfer purposes. The personal data of purchasers is processed using automated and paper-based tools by authorised persons, applying security measures suitable for ensuring its confidentiality. Personal data supplied by purchasers may be communicated to Public Bodies, other companies of the group, credit recovery companies and companies, syndicates or associations engaged in commercial, market research and marketing activities, as long as such processing is for the purpose of managing the established contractual relationship. The data controller is VIMAR S.p.A. and this company may be contacted by purchasers wishing to exercise their rights pursuant to art. 15 and following of the aforementioned European Reg. To this end, purchasers are informed that they may access their personal data at any time to request updates, corrections or deletions, and/or to oppose processing.

11. **CODE OF ETHICS AND ORGANISATION MODEL pursuant to Italian Legislative Decree (D.lgs.) 231/01**

Purchasers agree to read the Company's Code of Ethics, the Company's control and Organisation Model referred to in Italian Legislative Decree (D.lgs.) 231/01 available on-line from the company website: www.vimar.com.

Pursuant to and by effect of Art. 1381 of the Italian Civil Code, purchasers agree to ensure senior management and subordinate employees respect the principles and values contained in VIMAR's Code of Ethics and to behave in accordance with VIMAR's Organisation Model pursuant to Italian Legislative Decree (D.lgs.) 231/01. Purchasers agree to ensure any other behaviour nevertheless does not expose VIMAR to the risk of application of any penalties envisaged by Italian Legislative Decree (D.lgs.) no. 231/2001. Any breach of the terms set by the aforementioned rules and procedures will constitute a serious breach of the conditions herein and VIMAR will be entitled to being indemnified by the purchaser for any penalties or damages which may ensue from the latter as a consequence of the breach of the same by the purchaser, their senior management or subordinate employees.



12. APPLICABLE LAW - COURT WITH JURISDICTION

The rights and obligations of the Parties are governed by Italian law and the Court of Vicenza has non-exclusive jurisdiction for any disputes that may arise in relation to products sold. Purchasers irrevocably accept the jurisdiction of the Court of Vicenza if VIMAR files the dispute with that Court.