



General Conditions of Sale

1. Area of application and efficacy.

1.1 These General Terms and Conditions of Sale:

- a) apply to all trading contracts signed between Coges S.p.A. (the Seller) and the purchasing party (the Purchaser);
- b) they shall be deemed as fully accepted and without exceptions by all commercial counterparties. Both Parties are entitled to sign additional contracts, specifically drawn up to meet any particular requirements of either Party that may arise each time;
- c) they shall apply in relation to any subsequent commercial transaction with the same Buyer.

1.2 Any purchase conditions which are in conflict or differ from those herein, or any other restrictions unilaterally included in the purchase offer by the Purchaser, shall be deemed null and void unless specifically confirmed in writing by the Seller.

2. Conclusion of the contract

2.1 The sales contract shall be deemed concluded at the time and place where the Seller confirms the order submitted by the Purchaser.

3. Form of offer and acceptance

3.1 The form of the offer, also called the order, is open, while its acceptance, also called order confirmation, shall be made in writing.

4. Revocation of the offer

4.1 The offer may be revoked before the contract has been concluded; should the offer be revoked after acceptance and before the offeror comes to know of this, the offeror shall compensate the other party, if it has embarked on implementation of the contract.

4.2 After conclusion of the contract Coges reserves the right to withdraw from the contract within 7 days of its conclusion.

5. Subject matter of the contract

5.1 This refers to what indicated in the finalized contract.

6. Price and Payment

6.1 The price shall be paid according to the terms, in the form and in the currency indicated in the order confirmation and/or invoice; any issue of debt securities shall not be deemed as payment of the price, but as a means of payment and subject to collection.

6.2 The listed prices are not binding and may be modified by Coges S.p.A., prior to the conclusion of the Sales Contract, at any time and without notice.

7. Withdrawal from the contract

7.1 Notwithstanding the situation envisaged in art. 4.2., the Seller shall be entitled to withdraw from the contract immediately and without notice:

- a) in the event that the Purchaser should be declared fully or partially insolvent;
- b) in the event that instalment payments are granted, in case of non-payment of multiple instalments or even a single instalment exceeding one-eighth of the price - which will result by law in the forfeiture of the grace period benefit; COGES will therefore demand, at its sole discretion, immediate payment in a single instalment of all due and future amounts, or the termination of the contract (pursuant to Article 1456 of the Italian Civil Code). If the latter option is enforced, the paid instalments shall be retained by COGES as compensation for the use of the product, for its depreciation due to the fact that it is no longer marketable as new, for wear and tear, and for damages incurred due to the non-fulfilment of the contract.
- c) death, supervening incapacity of the Purchaser, liquidation of the Company.

7.2 In such cases, the Seller shall be entitled to interrupt any supplies in progress without need for formal notice and demand immediate payment of all amounts due.

8. Delivery terms, places and procedures, returns

8.1 The delivery term assigned to the product, even when forwarded carriage paid, shall never be deemed as essential, but merely indicative.

8.2 The delivery of the product is always intended as carried out EX WORKS, the material concerned by the goods is the responsibility of the shipping carrier (even if chosen by the Seller in the absence of instructions received from the Purchaser), at the plant facility in Caldogno (VI), Via Giacomo Leopardi, 23, unless otherwise specified.

8.3 COGES undertakes to deliver the product to the carrier duly packaged and packed in a manner which ensures it can be shipped by road or by rail, with no additional risks, other than those resulting from unforeseeable circumstances, force majeure events or default on the part of the carrier.

8.4 Different delivery methods shall be expressly agreed in writing and included in the order as expressly accepted by COGES.

8.5 If the material must be returned, the Purchaser shall report the error and reason for the return to COGES in writing, pending express return of material authorization (RMA) from COGES. The return of the material, which requires the express



authorization of COGES, shall be carried out within the final deadline of 3 months from the date of the shipping documents relating to the supply. No returns will be accepted by COGES after this final deadline.

- 8.6 All expenses incurred to return the goods shall be charged to the Purchaser.
- 8.7 The Purchaser shall be responsible for all taxes, duties and other levies arising from the sale and/or transportation of the purchased goods.
- 9. Acceptance of goods**
- 9.1 The Purchaser shall examine the Product immediately and with due diligence and attention at the time of the delivery.
- 9.2 The goods shall be deemed duly verified and accepted if, after eight days from receipt of the same, no written claim is received by the Seller by registered letter sent by post or PEC addressed to the registered office of the Seller.
- 9.3 In order to be admissible, the claim shall be accompanied by photographic evidence of the main defects found; failure to do so shall render the claim null and void.
- 9.4 It follows that, of no claims are received in writing within eight days of receipt of the goods, the relevant calculations and invoices issued by the Seller shall also be deemed accepted.
- 10. Refusal to accept deliveries. Penalty.**
- 10.1 Should the buyer refuse to accept the product, refuse payment or be unable to pay the sum payable on delivery of the product, the buyer shall pay Coges , as penalty, the sum of one tenth of the price shown in the order confirmation and shall refund Coges for packaging and transport expenses, and any storage costs, notwithstanding compensation for further damages.
- 11. Guarantee**
- 11.1 Coges gives a 36 month guarantee (for Coges Engine), a 60 month guarantee (for MyKey 2) and a 24 month guarantee (for all other products) identified by the manufacturing serial number and/or factory mark, from delivery to be free from defects that render it unfit for the use for which it is intended, or that appreciably diminish its value. Should defects be found, the relative claims shall be made promptly respecting the terms set by the legislation in force.
- 11.2 The terms of the warranty refer solely to the replacement of the faulty product and/or component, and excludes any form of refund. The material or the entire product replaced under warranty shall remain the property of COGES.
- 11.3 The warranty rights shall lapse if the Purchaser fails to meet its payment obligations within the agreed deadlines.
- 11.4 All repairs that are requested and which are not covered by guarantee are to be considered against payment. For their execution COGES shall apply the price indicated in its own price list. Any updates made to this price list shall be communicated periodically to the CLIENT.
- 11.5 The guarantee excludes cases where the defect is the result:
- of improper installation, even if carried out by skilled personnel;
 - of improper use of the product, due to malpractice or negligence or failure to follow the instructions for operation;
 - of lack of maintenance or poor maintenance, even if carried out by skilled personnel;
 - of repairs or modifications carried out by the buyer on his own initiative;
 - of abnormal voltages in electrical transmission lines, of insufficient or abnormal capacity or current in the electrical systems;
 - of corrosive action by detergents;
 - of faulty operation or failure to operate on the part of the software or hardware, or of loss of data recorded by the buyer, as a result of storms, lightning, high temperatures or voltage change in the power supply, earthquakes, fires etc.
- 11.6 All electrical components subject to normal wear and tear, which are expected to be replaced in the course of routine maintenance, are also excluded from the guarantee.
- 12. Liability**
- 12.1 For any damage caused either directly or indirectly by Coges products, which are the subject of the present contract, the parties agree that the value of any compensation that may be due from Coges shall not under any circumstances exceed 10% of the amount paid by the purchaser for the single product that, in practice, has caused the detrimental event.
- 13. Transferring the order**
- 13.1 The order may not be transferred to third parties without the written consent of Coges
- 14. Confidentiality obligation**
- 14.1 The purchasing party undertakes not to divulge confidential technical, business or company information that is communicated to him or which he comes to know of in the course of his relations with the seller and he undertakes to take all necessary measures to ensure that this confidentiality is upheld by his supervisors and agents. The provisions as under the present article also remain valid and fully effective in the case of cancellation or annulment of the contract.
- 15. Amendments and additions to the Contract. Price reviews**
- 15.1 Any modification or addition to the Contract that envisages a derogation of exception from these General Terms and Conditions of Sale shall be agreed between the parties and approved in a specific written deed.
- 15.2 Coges S.p.A. reserves the right to review prices and, therefore, the possibility to unilaterally amend the price of the goods in the event that the purchase involves deliveries of goods at different times: in such cases, if an adjustment to a price confirmed



with the order is deemed necessary due to factors which were not foreseeable in advance, Coges S.p.A. shall inform the customer of the price amendment and the date from which the revised price shall be applicable.

16. Purchaser exceptions

- 16.1 The Purchaser shall not enforce any exceptions in order to avoid or delay payment of the amounts due.
- 16.2 The Purchaser shall not be entitled to take any action or file any form of objection with a court of law, without evidence that it has fulfilled all its obligations and, in particular, that it has paid the price in full.
- 16.3 No claims shall entitle the Purchaser to suspend or delay the payment of the goods.

17. Applicable law and place of jurisdiction.

- 17.1 Unless otherwise agreed in specific contracts and/or agreements signed with COGES and produced in writing, the sales carried out by Coges S.p.A. shall be fully regulated by Italian law, excluding the applicability of the Vienna Sales Convention on the purchase of movable property.
- 17.2 The Court of Vicenza and Italian law shall be granted full jurisdiction in relation to any disputes concerning the sales and all relative contracts.
- 17.3 In the event that any uncertainties should arise regarding the interpretation of this document in different languages, the Italian text shall always prevail.
- 17.4 In the case of so-called "chain" sales of the product, the buyer from Coges shall choose the Court of Vicenza as the sole and exclusive place of jurisdiction for any dispute that may arise with its own purchaser; failing this, where legal action against Coges is taken before a different court of law, whether jointly with or separately from the aforesaid direct buyer, the buyer from Coges shall refund the additional legal expenses incurred by Coges.

18. Protection of personal data.

- 18.1 Coges S.p.A. undertakes to comply with all personal data protection legislation and requirements. The information notice on the processing of personal data is available on the corporate website and the Purchaser hereby declares to acknowledge and accept the same.

Caldogno, 2 January 2024.

DECLARATION OF ACKNOWLEDGEMENT AND ACCEPTANCE

The Purchaser hereby declares to acknowledge and accept the Coges S.p.A. General Terms and Conditions of sale. Acceptance signature and stamp of the Purchaser.

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In accordance with and by virtue of Articles 1341 and 1342 of the Italian Civil Code, the Purchaser declares to expressly accept the following clauses of the Coges S.p.A. General Terms and Conditions of Sale:

art. 4 - Revocation of the proposal. Withdrawal (paragraph 4.2.); art. 9 - Acceptance of goods (paragraphs 9.2, 9.3. and 9.4.); art. 10 – Refusal to accept deliveries. Penalties (par. 10.1); art. 11 - Warranty. Exclusions. (paragraphs 11.2, 11.3, 11.5 and 11.6); art. 12 – Liability disclaimer (par. 12.1.), Art. 13 – Assignment of orders (par. 13.1); art. 15 – Amendments or additions to the contract. Price reviews (par. 15.2.); art. 16 - Purchaser exceptions (par. 16.1, 16.2. and 16.3.); art. 17 – Applicable law. Jurisdiction and Litigation (par. 17.2, 17.3.)

Acceptance signature and stamp of the Purchaser.

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