

General Terms and Conditions of Sale

All contracts for the sale of products (hereinafter the "**Product(s)**") by Airbank s.r.l. (hereinafter "**Airbank**") to third parties (hereinafter the "**Purchaser**") are governed by these general conditions, which form an integral and substantial part of each proposal, order confirmation and purchase of the Products themselves (hereinafter the "**Contract**").

Airbank and the Buyer, together the "**Parties**".

Article 1 – Orders The order sent to Airbank constitutes a contractual proposal by the Buyer and will be binding for Airbank only if the order confirmation subsequently sent by Airbank to the Buyer is returned by the latter duly signed in its entirety.

Article 2 – Delivery The delivery times indicated in the order confirmation are always indicative and not binding for Airbank. Deliveries will be made by means of a carrier or freight forwarder, with discharge effect for Airbank upon delivery of the Product to the carrier and/or freight forwarder (ex works Airbank). If the shipment is made by Airbank, but at the expense of the Buyer, and the Products do not arrive at their destination (due to total loss or destruction or loss), Airbank will take care of them at its own care and expense. Any obligation to replace the Products is excluded in the event that the Products arrive at their destination damaged, without prejudice to the provisions of Article 9 below. By signing the D.D.T. without any specific reservation, the Products are considered to have been received intact and accepted. Different delivery terms must be agreed in writing between the parties. In the event that the Buyer is unavailable at the time of delivery due to his or her fault, the Buyer will be charged all the costs of storage, storage, redelivery, and any penalties.

ARTICLE 3 – PAYMENTS. IN THE EVENT OF NON-PAYMENT, AIRBANK RESERVES THE RIGHT TO SUSPEND ANY SUPPLY IN PROGRESS AND TO REQUEST PAYMENT IN ADVANCE AS AN EXCEPTION TO THE PROVISIONS OF THE ORDER CONFIRMATION. WITHOUT PREJUDICE TO THE PROVISIONS OF ARTICLES 4 AND 5 BELOW, IN THE CASE OF SUPPLIES ALREADY FULLY PERFORMED BY AIRBANK, FAILURE TO PAY EVEN A SINGLE INSTALMENT OR A PART OF THE PRICE WILL RESULT IN THE FORFEITURE OF THE BENEFIT OF THE TERM FOR THE BUYER, WITH THE CONSEQUENT RIGHT OF AIRBANK TO REQUEST PAYMENT OF THE ENTIRE REMAINING AMOUNT. THE BUYER MAY NOT RAISE ANY OBJECTIONS REGARDING THE PERFORMANCE OF THE CONTRACTUAL PERFORMANCE BY AIRBANK UNTIL IT HAS FULFILLED THE PAYMENT OF THE PRICE, TRANSPORT COSTS AND ANY OTHER EXPENSES AND INTEREST ACCRUED.

ARTICLE 4 – RETENTION OF TITLE AIRBANK RESERVES OWNERSHIP OF THE PRODUCTS DELIVERED UNTIL THE PRICE HAS BEEN PAID IN FULL. THE PURCHASER SHALL TAKE THE NECESSARY PRECAUTIONS TO SAFEGUARD THE RETENTION OF TITLE AND, AT THE REQUEST OF AIRBANK, SHALL PROVIDE ADEQUATE INSURANCE COVERAGE OF THE PRODUCTS AT ITS OWN CARE AND EXPENSE. THE BUYER IS PROHIBITED FROM TRANSFERRING OWNERSHIP OF THE PRODUCTS TO THIRD PARTIES OR FROM ESTABLISHING REAL RIGHTS OF ENJOYMENT OR GUARANTEE OVER THEM. IN THE EVENT OF ATTACHMENT OF THE PRODUCTS BY THIRD PARTIES, THE PURCHASER UNDERTAKES TO INFORM THE THIRD PARTY ATTACHING PARTY AND THE BAILIFF OF THE EXISTENCE OF THE RETENTION OF TITLE IN FAVOUR OF AIRBANK. IN THE EVENT OF DISPOSAL OF THE GOODS BEFORE FULL PAYMENT OF THE PRICE, THE BUYER UNDERTAKES TO ASSIGN TO AIRBANK THE RECEIVABLE DUE FROM THE THIRD PARTY PURCHASER TO THE EXTENT EQUAL TO THE REMAINDER OF THE PRICE STILL TO BE PAID, NOTIFYING THE THIRD PARTY OF THE DEED OF ASSIGNMENT BY REGISTERED MAIL.

Article 5 – Force Majeure Airbank shall not be liable for its failure to perform if it is due to force majeure, including, but not limited to: strikes, earthquakes, fires, floods, health emergencies, epidemics, pandemics, lack of motive power, shortage of raw materials, breakdowns of the seller's production facilities, delays in granting authorizations by the Authorities, or any other event that makes delivery temporarily impossible or excessively expensive. In such circumstances, the terms indicated in the order confirmation will be extended for a period equal to the duration of the impediment. In any case, the Buyer may not claim compensation or indemnity of any kind.

ARTICLE 6 – EXPRESS TERMINATION CLAUSE PURSUANT TO AND FOR THE PURPOSES OF ARTICLE 1456 OF THE ITALIAN CIVIL CODE, AIRBANK MAY TERMINATE THIS CONTRACT, BY GIVING WRITTEN NOTICE TO THE PURCHASER ALSO BY EMAIL, IN THE EVENT THAT THE SAME IS IN BREACH OF ANY OF THE OBLIGATIONS REFERRED TO IN THIS CONTRACT OR IN THE EVENT OF: A) NON-PAYMENT, PARTIAL OR LATE PAYMENT OF THE AMOUNTS DUE; B) SUPERVENING INSOLVENCY, STATE OF LIQUIDATION, ENFORCEMENT PROCEEDINGS OR PROTESTS AGAINST THE SAME; C) ASSIGNMENT OF THE CONTRACT TO THIRD PARTIES WITHOUT THE CONSENT OF THE SELLER; D) PERISHING, THEFT, SEIZURE, SEIZURE AND ANY ACT OR CHARGE DETRIMENTAL TO THE PRODUCT SUBJECT TO RETENTION OF TITLE; E) FAILURE TO COMPLY WITH THE OBLIGATIONS INDICATED IN ART. 4 OF THIS AGREEMENT. AIRBANK'S SILENCE AND ACQUIESCENCE IN THE EVENT OF THE FULFILMENT OF ONE OR MORE OF THE ABOVE CONDITIONS SHALL HAVE ONLY THE VALUE OF A TOLERANCE WITHOUT ANY EFFECT IN FAVOUR OF EITHER PARTY. THE RIGHT TO COMPENSATION FOR DAMAGES IN FAVOUR OF AIRBANK IS ALWAYS RESERVED. THE TERMINATION WILL NOT HAVE EFFECT FOR THE PART OF THE CONTRACT THAT HAS BEEN DULY EXECUTED, THEREFORE THE PURCHASER'S OBLIGATION TO PROVIDE FOR THE PAYMENT OF THE AMOUNT DUE AND NOT YET PAID WILL NOT BE WAIVED.

Article 7 – Product Characteristics The illustrations, weights and all other elements and specifications indicated in the catalogue and/or in any other document in any form produced by Airbank are merely examples and are not binding for Airbank. The images, however and wherever reproduced, are merely representative and indicative and do not bind Airbank for the construction form and colors. Airbank reserves the right to cease marketing any model of Product or to

introduce models with modifications, without being obliged to make the same changes on the Products previously purchased by the Purchaser.

ARTICLE 8 – TECHNICAL GUARANTEES AND CLAIMS. THE PURCHASER SHALL FORFEIT THE WARRANTY IN CASES WHERE TAMPERING WITH MECHANICAL AND ELECTRICAL PARTS, MISUSE AND/OR NEGLIGENCE DURING LOADING AND UNLOADING AND/OR REPAIR BY THIRD PARTIES AND/OR THE PURCHASER AND/OR USE NOT IN ACCORDANCE WITH THE USE AND MAINTENANCE MANUAL, IF ANY, IS FOUND. WITHOUT PREJUDICE TO THE PROVISIONS OF ARTICLE 3 ABOVE, ANY COMPLAINTS OR DISPUTES CONCERNING A SINGLE DELIVERY OF THE PRODUCT SHALL NOT EXEMPT THE PURCHASER FROM THE OBLIGATION TO COLLECT AND PAY FOR THE REMAINING QUANTITY OF THE PRODUCT ALREADY ORDERED.

Article 9 – Returns Management The Purchaser may return the Product only in compliance with the following conditions:

a) request authorisation to return the Product using the appropriate form which must be accompanied by the sending of video/photographic material of the Product; **b)** fill in the form reserved for the Buyer and send it by email to the address commerciale@airbank.it; **c)** Airbank undertakes to provide the Buyer with a response within 10 working days following receipt of the form and, if the answer is yes, the Buyer will receive the form signed by Airbank, which will allow the Buyer to send the Product to Airbank warehouses. The complete and authorized form must accompany the Product together with the DDT, otherwise the return of the Product will not be accepted and returned to the Buyer at the Buyer's expense. The request for the return of the Product can only be submitted if the Product has been delivered for less than 30 (thirty) days (the date shown on the transport document is valid).

In addition:

- i. Receipt of the form does not oblige Airbank to accept the return request in any way.
- ii. Before proceeding with the return, it is necessary to wait for Airbank's authorization, i.e. to receive the authorization form signed for acceptance.
- iii. Any returns not previously authorized will never be received and the Product will be rejected or returned in all cases at the expense of the Purchaser.
- iv. If shipping is at the expense of the Purchaser, the returned Product must be shipped at the Buyer's expense no later than 15 (fifteen) days from the date of receipt of the return authorization.
- v. If the transport is carried out and at the expense of Airbank and the Purchaser does not make the returned Product available for loading, the Purchaser will be charged all the consequent costs (carrier's penalties, additional Purchaser/Airbank – Airbank/Purchaser trips; etc.).
- vi. The Product must be accompanied by a regular transport document and a photocopy of the return authorization approved by Airbank's Sales Offices as well as photographs certifying the condition of the Product and/or packaging upon departure of the returned Product.
- vii. Airbank reserves the right to check the condition of the returned Product and the packaging, and in the event of damage or malfunction or non-compliance (including with respect to the attached photographic and video documentation) to return the Product to the Buyer at the Buyer's expense, or, at its sole discretion, to charge the Buyer for any repair or restoration costs.

Unless otherwise agreed between the Parties and with the exception of returns motivated by defects and/or defects of the Product, which are ascertained by Airbank's technical department, the return will be excluded in all cases in which Airbank will provide the Buyer with customized Products on specific requests of the same.

Article 10 – LIABILITY AIRBANK IS EXEMPT FROM ANY LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY OCCUR DUE TO THE USE OF THE PRODUCTS SOLD.

ARTICLE 11 – JURISDICTION AND APPLICABLE LAW FOR ANY DISPUTE RELATING TO THE VALIDITY, EFFECTIVENESS, INTERPRETATION, EXECUTION, TERMINATION OF THIS CONTRACT AND ANY ADDITIONS THERETO, THE PARTIES AGREE TO THE EXCLUSIVE JURISDICTION OF THE COURT OF PIACENZA WITH THE EXPRESS EXCLUSION OF ANY OTHER COURT. ONLY AND EXCLUSIVELY IN CASES WHERE THE BUYER IS A CONSUMER PURSUANT TO LEGISLATIVE DECREE NO. 206 OF 06.09.2005, THE COMPETENT COURT WILL BE THAT OF THE PLACE OF RESIDENCE OR DOMICILE OF THE CONSUMER REFERRED TO IN ART. 66 BIS OF THE SAME LEGISLATIVE DECREE 06.09.2005, NO. 206. FOR ANYTHING NOT PROVIDED FOR IN THESE GENERAL CONDITIONS, REFERENCE IS MADE TO ITALIAN LAW, WHICH WILL BE THE ONLY APPLICABLE LAW.

Article 12 - Processing of personal data The processing of personal data communicated by the Buyer to Airbank for the purpose of executing the Contract will be carried out in accordance with EU Regulation 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (so-called "General Data Protection Regulation" or "GDPR"), of Legislative Decree no. 196 of 30.06.2003, as amended and supplemented by Legislative Decree no. 101 of 10.08.2018 ("Personal Data Code" or "Privacy Code"), as well as in compliance with the provisions of the information on the processing of personal data that the Purchaser declares to have received pursuant to art. 13, GDPR.

By full acceptance of the above extended Order Confirmation and the General Conditions of Sale.

STAMP AND SIGNATURE OF THE BUYER



Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the buyer declares that he has carefully read the above-mentioned General Terms and Conditions of Sale and expressly approves the following clauses: Article 3 - Payments and solve et repete; art. 4 - Retention of title; art. 6 - Express termination clause; art. 8 - Technical guarantees and complaints; art. 10 - Liability; Art. 11 – Jurisdiction and applicable law.

STAMP AND SIGNATURE OF THE BUYER

☐ I give my consent

☐ I deny consent

to the processing of my personal data for marketing purposes, including sending promotional and advertising communications on products and services by e-mail, SMS, telephone, WhatsApp, other automated tools or traditional mail, as well as newsletters with updates on events, offers and company initiatives and carrying out statistical analyses and market research aimed at improving the offer to customers.

STAMP AND SIGNATURE OF THE BUYER