



**Stamperia Carcano Giuseppe Spa**  
via Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
www.carcano.it

Capitale Sociale € 604.800 i.v.  
REA n. CO-155979  
Meccanografico Co 001842  
Reg. Imprese Como N. 00668140130  
Partita IVA IT 00668140130  
Codice Fiscale 00668140130

---

## GENERAL TERMS AND CONDITIONS OF SALE

- - - - **STAMPERIA CARCANO GIUSEPPE SPA** - - - -

### 1) SCOPE OF APPLICATION

These General Terms and Conditions of Sale (hereinafter also referred to as the “General Conditions”) govern the relationships for the supply of goods (hereinafter the “Products”) between our Company (hereinafter also referred to as the “Supplier” or “Carcano”) and the purchasing company (hereinafter also referred to as the “Buyer” and together also referred to as the “Parties”).

These General Conditions, together with the Order, the attachments and the documentation containing specific provisions relating to the sale of the Products, form an integral and substantial part of the Order itself and, together with it, constitute the agreement governing the relationships between the Parties (hereinafter the “Contract”).

By accepting these General Conditions, the Buyer waives the application of its own general and specific conditions, if any, for the supply of Products, which shall be deemed ineffective between the Parties.

In the event of conflict between the General Conditions and the Order, the former shall prevail, unless expressly derogated by the Parties.

Any amendment to the Contract must be made in writing and signed by both Parties.

### 2) ORDERS AND OFFERS

The Order shall become binding for the Parties if accepted in writing by the Supplier within the period indicated in the Order itself.

Orders may be cancelled or modified by the Buyer only with the prior written consent of Carcano.

Any requests for changes following acceptance of the Order must be communicated in writing before the start of execution of the Contract and shall be effective only if accepted in writing by Carcano. If the execution of the Contract begins before acceptance of the changes by Carcano, the Contract shall be deemed concluded under the conditions originally agreed between the Parties.

Any offers made by the Supplier to the Buyer shall remain valid exclusively for the period indicated therein; after such period they shall lapse without the need for revocation. In the absence of a different express indication, the offer shall be deemed valid for 3 (three) days from the date of issue. Delivery terms indicated by the Supplier in the offer are to be considered merely indicative and non-binding.

Agents and other intermediaries have no authority to bind the Supplier vis-à-vis the Buyer, nor to enter into contracts in the name and/or on behalf of the Supplier. Offers made by such parties must be approved in writing by Carcano.

### 3) DOCUMENTS AND TECHNICAL DATA

Weights, dimensions, capacities, colors and any other characteristics of the Products shown in catalogues, drawings, tables, price lists or other illustrative documents of Carcano are purely indicative and demonstrative. Such characteristics shall not be binding for Carcano unless one or more of them have been expressly agreed in writing in the Order accepted by the Supplier.

Carcano reserves the right to modify, at any time and at its sole discretion, the construction details of its Products, making any non-substantial modifications it deems appropriate and/or convenient.



**Stamperia Carcano Giuseppe Spa**  
via Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
www.carcano.it

Capitale Sociale € 604.800 i.v.  
REA n. CO-155979  
Meccanografico Co 001842  
Reg. Imprese Como N. 00668140130  
Partita IVA IT 00668140130  
Codice Fiscale 00668140130

#### 4) INVOICING

For each Order, the prices indicated by the Supplier in the relevant offer shall apply or, failing that, the prices shown in the price lists (provided by the Supplier to the Buyer) in force at the time of acceptance of the Order.

Unless otherwise agreed in writing between the parties, Product prices are intended “**EXW – Ex Works**” **Albese con Cassano (CO), Incoterms® 2020**, excluding packaging and transport costs, VAT and taxes. Product prices indicated in the price lists are subject to change by Carcano without prior notice to the Buyer.

Unless otherwise agreed, payments shall be made in Euro. Prices expressed in currencies other than Euro may vary in relation to exchange rate fluctuations.

#### 5) PAYMENTS

Payments must be made in accordance with the instructions indicated in the offer or in the Order confirmation. Payment terms are to be considered essential and may not be modified by the Buyer without the prior written consent of Carcano.

In the event of non-payment or late payment to Carcano, the amount due by the Buyer shall automatically accrue default interest from the due date of each individual invoice at the rate provided for by Legislative Decree no. 231 of 9 October 2002, as amended.

Failure, delay or partial payment at maturity of an invoice or debit note issued by the Supplier, the occurrence of events negatively affecting the Buyer’s financial or economic situation, and any other event constituting default by the Buyer shall result in the forfeiture of the payment terms granted for the Products. The Supplier shall therefore have the right to immediately take action to recover existing credits, even if not liquid and payable, at any time, without any obligation of notice or formality.

Any objection or complaint by the Buyer regarding defects in the Products shall not, in any case, entitle the Buyer to suspend or delay payments.

In the cases referred to in article 5.3 above, the Supplier shall also have the right, at its sole discretion and without incurring any liability for damages, to:

- i) not proceed with execution of the Order;
- ii) suspend and/or refuse delivery of ordered and not yet delivered Products, even if unrelated to the unpaid or late payment, until full payment is made;
- iii) revoke or reduce any credit line granted to the Buyer; and/or
- iv) require payment guarantees and/or different payment terms or methods.

#### 6) RISKS AND RETENTION OF TITLE

The risks relating to damage, loss, theft and similar events concerning the sold Products shall pass to the Buyer at the time the sales contract is concluded in the case of specific products and, in the case of standard products, at the time of delivery to the Buyer at the Supplier’s warehouse.

Ownership of the Products shall pass to the Buyer only upon full payment of the agreed price.

If this does not occur, Carcano may repossess the delivered Products. All related costs shall be borne by the Buyer, who shall not be entitled to transfer to third parties Products that have not yet been paid for, unless necessary for its normal business operations.

(note: for Italian sales the Civil Code applies; for international sales the Vienna Convention applies, therefore risk passes at the time/moment of delivery as defined by Incoterms).



**Stamperia Carcano Giuseppe Spa**  
via Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
www.carcano.it

Capitale Sociale € 604.800 i.v.  
REA n. CO-155979  
Meccanografico Co 001842  
Reg. Imprese Como N. 00668140130  
Partita IVA IT 00668140130  
Codice Fiscale 00668140130

## 7) DELIVERIES

The delivery terms indicated in the Order are not of the essence, unless otherwise agreed in writing.

Unless otherwise agreed, delivery of the Products shall be **Ex Works Albese con Cassano (Incoterms 2020)**.

Carcano shall have no liability whatsoever for damages of any kind arising from early, late or failed delivery, whether in whole or in part, due to causes attributable to the Buyer.

Carcano reserves the right to make partial deliveries.

Carcano shall not be liable for any delay, breakage, loss or damage occurring after it has delivered the Products in good condition to the first carrier.

Any claim relating to loss or damage occurring during transport must be made directly against the carrier.

The Supplier shall package the Products using the type of packaging that it deems, at its sole discretion, most suitable for the type of transport agreed from time to time with the Buyer. Any special packaging, to be requested by the Buyer no later than submission of the order, shall be quoted separately by the Supplier and shall be subject to an express agreement between the Supplier and the Buyer.

## 8) FORCE MAJEURE

For the purposes of these General Conditions, a "Force Majeure Event" shall mean any unforeseeable or unavoidable event and in any case beyond the control of the Parties, the occurrence of which is not due to acts or omissions attributable to them and which, by its nature and extent, prevents the performance of contractual obligations, including, by way of example and not limitation: natural disasters, floods, fires, epidemics or pandemics, riots, wars (whether declared or not), civil unrest, accidents, embargoes, sabotage, labor disputes, strikes. Likewise, any measures of whatever nature adopted by any authority, whether local or international, including laws, decrees, judgments, orders, rules and regulations, regardless of their source or rank, and any other comparable circumstance, even if of a different nature, shall be considered Force Majeure Events.

Carcano may suspend the performance of the obligations under the Contract in the event of force majeure.

Should it intend to rely on this clause, it must notify the Buyer in writing within 8 (eight) days from the occurrence of the force majeure event. If the force majeure event is temporary, Carcano shall notify its cessation in writing within 8 (eight) days from its occurrence. In such case, the Supplier's obligations shall be suspended for the entire duration of the force majeure event.

If the force majeure event permanently prevents the performance, in whole or in part, of the Contract by Carcano, the Buyer may modify the Order in relation to the quantity of Products whose supply has become definitively impossible, but shall not be entitled to terminate the Contract with respect to the parts and/or quantities that can be performed.

Carcano shall not be deemed in breach for any delay in the performance of the Contract where such delay is due to a force majeure event or to acts and/or omissions of the Buyer (such as, by way of example and not limitation, the lack of essential information necessary for the proper supply of the Products). In such cases, Carcano shall not be liable for any damages.

In the event of a force majeure occurrence, the Parties undertake to take all reasonable measures necessary to avoid or mitigate the consequences of such event.

## 9) CONTRACTUAL WARRANTY AND SUPPLIER'S LIABILITY



**Stamperia Carcano Giuseppe Spa**  
via Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
www.carcano.it

Capitale Sociale € 604.800 i.v.  
REA n. CO-155979  
Meccanografico Co 001842  
Reg. Imprese Como N. 00668140130  
Partita IVA IT 00668140130  
Codice Fiscale 00668140130

The Supplier warrants the absence of defects and faults relating to the materials or manufacture of the Products, as well as the conformity of the Products with the technical specifications and any samples provided and/or expressly approved by the Supplier, which have been expressly agreed in writing. This warranty is provided for a period of 12 (twelve) months from the date of delivery of the Products to the Buyer. (note: 24 months apply only for sales to consumers pursuant to art. 102 of the Consumer Code; in B2B sales it is 12 months pursuant to articles 1495 and 1497 of the Italian Civil Code regarding quality). The Buyer is required to verify the conformity of the Products and the absence of defects no later than 8 (eight) days from delivery and, in any case, prior to their use.

This warranty is subject to a specific written notice by the Buyer, which must be received by the Supplier no later than 8 (eight) days from the date of delivery of the Products or, in the case of latent defects that cannot be detected with ordinary diligence, no later than 8 (eight) days from their discovery and, in any case, within no more than 12 (twelve) months from delivery of the Products to the Buyer, according to the agreed Incoterms 2020 delivery term.

The warranty may not be invoked by the Buyer who is not in compliance with payment obligations, nor in relation to defects that do not result in appreciable limitations in the use of the Products.

The Supplier reserves the right to examine the Products in advance in order to verify the existence of the defect and whether it is attributable to its responsibility; in such case, the Supplier undertakes, at its sole discretion, to repair or replace the Products recognized as defective or, if this is not possible, to refund, in whole or in part, the price already paid by the Buyer, without this entailing any liability on the part of the Supplier for direct, indirect or consequential damages of any kind, loss of profit or losses arising from and/or connected with defects or faults of the Products.

In the event of repair or replacement of the Products, the Buyer shall receive the repaired or replaced Product at the Supplier's expense. Any return of Products by the Buyer must in any case be previously authorized in writing by the Supplier.

The Supplier shall not be liable for defects, faults or lack of quality of the Products resulting from:

- defects or deficiencies in raw materials, materials or components supplied by the Buyer and/or procured by the Supplier upon the Buyer's instructions;
- incorrect assembly or installation of the Products;
- improper use of the Products by the Buyer;
- repairs, tampering or modifications made to the Products without the prior written consent of the Supplier;
- negligence or lack of skill of the Buyer and/or its customers;
- normal wear and tear, improper or insufficient storage or maintenance of the Products, use of aggressive agents.

If the Buyer resells the Products to third parties, such parties shall not be entitled to claim against Carcano rights greater than those granted to the Buyer.

Any implied warranty of fitness for a particular purpose or compliance with standards and regulations other than those in force in Italy or referred to in the Order is expressly excluded.

The warranty provided for in this article replaces and excludes any other legal or contractual warranty for defects or lack of quality and excludes any other possible liability of Carcano. Under no circumstances shall Carcano be held liable for indirect, incidental, exemplary, punitive or consequential damages, including any claims for damages based on loss of profit or earnings, or for loss of use or downtime of the Product or any associated machinery.

Carcano's liability arising from the performance or non-performance of the Contract, from the warranty, from tort or from strict liability, shall in no event exceed the value of the performance under the Contract.



**Stamperia Carcano Giuseppe Spa**  
via Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
www.carcano.it

Capitale Sociale € 604.800 i.v.  
REA n. CO-155979  
Meccanografico Co 001842  
Reg. Imprese Como N. 00668140130  
Partita IVA IT 00668140130  
Codice Fiscale 00668140130

## 10) BUYER'S LIABILITY

With respect to Products manufactured based on designs and/or specific requests of the Buyer, the Buyer shall be liable for any damages suffered by Carcano as a result of having complied with the instructions received. This shall also apply in the event of infringement of intellectual property rights or other third-party rights.

The Buyer accepts and shall comply with any limitations arising from laws, contractual provisions, safety regulations or industrial property rights that may prevent or limit particular uses and/or the resale in Italy and/or abroad of the Products supplied by Carcano. The Buyer undertakes to indemnify and hold the Supplier harmless from any liability in relation to such limitations, including towards third parties.

The Buyer shall ensure, at its sole risk and responsibility, that the Products are assembled and installed in compliance with:

- the legal provisions of the country of use in force at the date of installation;
- Carcano's written installation instructions;
- any other requirements that may be imposed by local, state, federal or foreign authorities having jurisdiction over the relevant installation, and shall also ensure that such installation or assembly is in any case correct and safe, taking into account any reasonably foreseeable conditions of use.

## 11) ASSIGNMENT OF THE CONTRACT

The Buyer may not assign the Contract to third parties, even partially, without the prior written consent of Carcano.

## 12) EXPRESS TERMINATION CLAUSE

Carcano may terminate the Contract pursuant to Article 1456 of the Italian Civil Code by notice sent by registered letter with return receipt or certified email (PEC) in the following cases:

- a) failure or delay in payment of any amount due by the Buyer in relation to sales carried out by Carcano under the Contract;
- b) occurrence of any event resulting in a deterioration of the Buyer's financial reliability, including, by way of example and not limitation, the Buyer being subject to enforcement proceedings, protests, reporting to the Central Credit Register of the Bank of Italy, judicial liquidation, bankruptcy or other insolvency proceedings;
- c) breach of any of the following clauses of these General Conditions: payments art. 5 para. 1, payments in case of claims art. 5 para. 4, buyer's liability art. 10 para. 2, assignment of the contract art. 11, confidentiality art. 13, intellectual property art. 14 paras. 2 and 6.

Without prejudice to Carcano's right to claim compensation for any damages suffered.

## 13) CONFIDENTIALITY

The Buyer undertakes, also on behalf of its shareholders, employees, collaborators and agents, to keep strictly confidential and not to disclose to third parties, for the entire duration of the Contract and in any case for the following three years after the expiration or termination of the Contract, any information, whether relating to Carcano or to third parties, as well as any information relating to the Contract, which it has become aware of in the performance of the Contract (hereinafter the "Confidential Information"). The Confidential Information shall be used by the Buyer only to the extent strictly necessary for the performance of the Contract. Therefore, the Buyer shall not, without the prior written consent of Carcano, issue press releases or statements to third parties concerning the existence, subject matter and/or terms of the Contract.

Without limiting the Buyer's liability, Carcano may require, and the Buyer undertakes to have executed, a confidentiality undertaking consistent with the provisions of this article by any person (shareholder, employee, collaborator, agent) in any way involved in the Contract.



**Stamperia Carcano Giuseppe Spa**  
via Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
www.carcano.it

Capitale Sociale € 604.800 i.v.  
REA n. CO-155979  
Meccanografico Co 001842  
Reg. Imprese Como N. 00668140130  
Partita IVA IT 00668140130  
Codice Fiscale 00668140130

This obligation shall not apply to data or information which the Buyer can demonstrate to have been or to have become public domain, not in breach of this confidentiality obligation or of any other confidentiality obligations towards third parties.

#### **14) INTELLECTUAL PROPERTY**

The Contract does not in any way provide for or imply the transfer or licensing of intellectual property rights relating to the Technology, the Products and any Materials delivered by Carcano to the Buyer.

Carcano has and shall retain industrial property rights in relation to exclusive rights, confidential information, know-how, projects, drawings, technical specifications and any other information communicated to the Buyer in the performance or for the purpose of executing the Contract. The Buyer shall also refrain from any act, including the filing of patents for inventions or models, that may result in the disclosure of confidential information and/or know-how.

Should the Buyer, during the term of the Contract, independently develop improvements or modifications to the Technology and/or the Processes, these shall be the exclusive property of Carcano, subject to the recognition of compensation to the Buyer to be agreed between the Parties.

Upon termination of the Contract, for any reason whatsoever, the Buyer shall immediately cease using in its business any exclusive rights, projects, technical specifications and all proprietary information, or in any case information relating to Carcano's know-how and Confidential Information received from Carcano.

Carcano shall indemnify and hold the Buyer harmless against any claims and actions by third parties for infringement of patents and industrial property rights in general or for infringement of rights relating to know-how or Confidential Information, whenever such claims or actions refer to goods manufactured by Carcano or to processes or techniques communicated by Carcano to the Buyer.

The Buyer shall indemnify and hold Carcano harmless against any claims and actions by third parties for infringement of patents and industrial property rights in general or for infringement of rights relating to know-how or confidential or secret information, whenever such claims or actions refer to items supplied or to processes or techniques independently implemented by the Buyer or by its suppliers, subcontractors or sub-suppliers.

#### **15) ANTI-CORRUPTION COMPLIANCE**

In relation to this supply, the Buyer undertakes, on its own behalf and on behalf of any person acting in its name and on its behalf in any capacity, to comply with Italian law and all applicable regulations concerning the prevention of corruption applicable to the Parties, including, by way of example and not limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act (hereinafter the "Anti-Corruption Laws").

The Buyer undertakes to ensure that its stakeholders, and in any case any person acting in its name and on its behalf in any capacity, are aware of and comply with all the obligations set out in this article; it also undertakes to promptly notify Carcano in writing of any event or circumstance as a result of which the above obligations are no longer valid or complied with.

In the event that any investigation is initiated by judicial authorities or other supervisory authorities aimed at ascertaining a violation of the Anti-Corruption Laws, involving the Buyer, Carcano shall have the right to withdraw from the Contract at its sole discretion, by notice to be sent by registered letter with return receipt or equivalent means, with 15 (fifteen) days' prior notice, without being required to pay the Buyer any amount whatsoever on any basis.

The Contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of a violation of the Anti-Corruption Laws by the Buyer, as finally ascertained by judicial authorities or other supervisory authorities.



**Stamperia Carcano Giuseppe Spa**  
via Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
www.carcano.it

Capitale Sociale € 604.800 i.v.  
REA n. CO-155979  
Meccanografico Co 001842  
Reg. Imprese Como N. 00668140130  
Partita IVA IT 00668140130  
Codice Fiscale 00668140130

Carcano reserves the right to carry out, also through delegated professionals, audits aimed at verifying compliance by the Buyer with the obligations undertaken under this article, and the Buyer undertakes to cooperate by making available all documentation and information that may be requested.

#### **16) ADMINISTRATIVE LIABILITY OF LEGAL ENTITIES**

Carcano has approved and formally adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001, as well as its own Code of Ethics, which sets out the ethical principles governing its conduct and which it requires to be strictly observed by all those who, in any capacity, cooperate with it in pursuing its objectives.

The Buyer declares that it is aware of the provisions of Legislative Decree 231/2001 and that it has reviewed Carcano's Code of Ethics, available on the website [www.carcano.it](http://www.carcano.it).

The Buyer shall refrain from engaging in any conduct contrary to such principles in its relations with Carcano arising from the execution of the Contract.

Any violation of such ethical principles shall be considered a serious breach of contract and shall entitle Carcano to terminate the contractual relationship pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to claim compensation for any damages suffered as a result of such breach.

#### **17) PRIVACY**

The Buyer acknowledges that it has been informed, pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR"), after having reviewed the relevant information notice published by the Supplier on its website, that the "personal data" communicated and/or exchanged with the Supplier, including during pre-contractual stages, shall be processed by the Supplier; furthermore, the Buyer expressly consents to the processing of such "personal data", exercising its rights in accordance with Article 7 GDPR.

#### **18) APPLICABLE LAW – JURISDICTION – LANGUAGE**

These General Conditions and the sales contracts to which the Supplier is a party shall be governed by Italian law. In the case of international sales contracts of movable goods, the Vienna Convention of 1980 shall apply, unless otherwise agreed in writing by the Parties.

The Court of Como, Italy, shall have exclusive jurisdiction over all disputes arising from and/or relating to these General Conditions and the sale of Products by the Supplier. Notwithstanding the foregoing, the Supplier may, however, bring proceedings against the Buyer before any court having jurisdiction over the Buyer.

These General Conditions of supply are drafted in Italian and English. In the event of any interpretative doubts, the Italian version shall prevail.

The Buyer declares that it has read and understood the Supplier's General Terms and Conditions of Supply and specifically approves, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the content of the following clauses:

1 Scope of application – acceptance; 2 Orders and offers – acceptance of orders; 3 Documents and technical data; 4 Invoicing – price variations; 5 Payments – suspension of performance – default interest – waiver of the defense of non-performance; 6 Risks and retention of title and obligation to return products; 7 Delivery terms, partial deliveries and limitation of liability; 8 Force Majeure – suspension of performance and limitation of liability; 9 Contractual warranty and limitation of supplier's liability; 10 Buyer's liability; 11 Assignment of the contract; 12 Express termination clause; 13 Confidentiality; 14 Infringement of intellectual property rights; 15 Anti-corruption compliance; 16 Administrative liability of legal entities; 17 Privacy; 18 Applicable Law – Jurisdiction – Language.

Place and date

Albese con Cassano (CO) 25/10/2025

Signature  
STAMPERIA CARCANO GIUSEPPE SpA