STANDARD TERMS AND CONDITIONS OF SALE

1. Introduction

1.1 Preamble

These General Terms and Conditions of Sale (hereinafter referred to as the "Conditions") govern the sale of products and services by OMCA PLANTS SRL (hereinafter referred to as "OMCA"), having its registered office at Via Dottor Angelo Alberti 18, Cazzano Sant'Andrea, Bergamo, Italy – VAT No. IT04298070162, and define the terms, conditions, and procedures under which OMCA supplies its products and services to Buyers.

The term "Buyer" refers to the company that has accepted OMCA PLANTS SRL's offer.

1.2 Applicability of the conditions

These Conditions apply to all sales contracts concluded between OMCA and the Buyers, unless otherwise expressly agreed in writing between the parties.

The Buyer's acceptance of an order implies full acceptance of these Conditions, which shall prevail over any purchase terms and conditions of the Buyer, unless otherwise agreed in writing between the parties.

These Conditions apply to both national and international transactions, unless otherwise specified.

1.3 Production of customized products

OMCA specializes in the production of customized products, developed and tailored to the specific technical and commercial requirements of each Buyer. Accordingly, the supplied products are designed and manufactured based on the detailed specifications provided by the Buyer and are not reusable or resellable in standard form. This document constitutes an integral part of and governs all sales contracts between the Company and its Clients, applying exclusively to the supply of customized products. Each order shall therefore be subject to the conditions specified herein, including those relating to order confirmation, modification of specifications, and payment terms, all of which are fully accepted by the Buyer upon confirmation of the quotation or contract.

2. Scope of application

2.1 Application to domestic sales

These Conditions apply to all sales and service supply contracts carried out by OMCA with Buyers having their registered or operational headquarters in Italy.

For domestic sales, OMCA shall operate in accordance with Italian laws governing the sale of goods and services and shall apply the standard conditions relating to pricing, warranty, and shipping, as specified in this document.

These Conditions shall prevail over any other agreements not expressly approved in writing by OMCA.

Any modification or exception to these Conditions shall be valid only if agreed in writing and signed by both parties.

Through this approach, OMCA ensures transparency and clarity for domestic clients, facilitating a contractual relationship based on clear, reliable, and easily accessible terms, in full compliance with the current Italian regulations.

2.2 Application to international sales

These General Terms and Conditions of Sale apply to all sales contracts concluded by OMCA, regardless of the Buyer's nationality or the destination of the products.

In the case of exports, the conditions shall be adapted in accordance with international regulations and the customs laws of the destination country.

All international deliveries shall be made in accordance with Incoterms® 2020, as specified in the order confirmation. Unless otherwise stated, the EXW (Ex Works) condition shall apply. OMCA transfers the risk and responsibility for transportation and customs operations to the Buyer from the moment of delivery.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

ISO 9001 BUREAU VERITAS Certification

All documentation and communications shall be provided in English. Upon the Buyer's request, any transport or customs documentation required will be supplied at the Buyer's expense.

The Buyer is responsible for ensuring that the imported products comply with the local regulations of the destination country and for obtaining any authorizations or certifications required.

For international sales, prices shall be converted into the agreed currency and may be subject to adjustment in the event of significant exchange rate fluctuations. Unless otherwise agreed, payments shall be made in EURO, and all taxes, customs duties, or levies shall be borne by the Buyer.

3. Acceptance of the conditions

3.1 Method of acceptance by the buyer

The Buyer fully accepts these Conditions at the time of order confirmation, which may occur in the following ways:

- By signing a quotation or contractual document issued by OMCA. Such signature constitutes the Buyer's consent to all clauses and conditions specified in this document;
- Electronically, by sending a written confirmation via e-mail. Such confirmation represents the formal and binding acceptance of the sales conditions;
- By making an advance or preliminary payment, the Buyer accepts these Conditions, including the terms of production and delivery;
- By signing a specific contract, which confirms the Buyer's commitment to the terms and clauses specified therein.

3.2 Prevalence over other contractual conditions

These Conditions shall prevail over and exclude any prior agreement, understanding, representation, or promise, whether written or oral, as well as any standard or pre-printed terms and conditions contained in the Buyer's requests for quotations, purchase orders, invoices, order confirmations, contracts, or similar documentation.

These Conditions may not be updated, supplemented, altered, or amended except by means of a written agreement, whether contemporaneous or subsequent, signed by an authorized representative of OMCA and by the Buyer.

Any additional or modified terms proposed by the Buyer shall be invalid unless expressly approved in writing by OMCA.

4. Terms for orders amendment and cancellation

4.1 Modification of orders

The Buyer may request changes to the order within seven (7) working days from the date of receipt of the Order Confirmation issued by OMCA. Such modifications may concern technical aspects, delivery times, materials, or other specifications. The request must be submitted in writing and must include detailed information regarding the proposed variation.

OMCA reserves the right to assess the feasibility of the requested modification, based on the current stage of production and the operational or financial impact. OMCA shall inform the Buyer of any resulting changes in delivery times and costs.

Production will be suspended until the Buyer formally accepts the revised delivery terms and pricing. In the absence of such acceptance within three (3) working days from OMCA's communication, OMCA reserves the right to proceed with the original order.

Once the modifications have been approved, they shall be incorporated into the original contract through a written document confirming all agreed changes.

4.2 Cancellation of orders

The Buyer may cancel the order within ten (10) days from the date of receipt of the order confirmation, without any penalty, unless OMCA has already incurred specific costs related to the order. Any cancellation requested after this period shall be subject to a penalty equal to 20% of the total order value.

If the cancellation request is submitted after production has begun, OMCA shall apply a penalty of 50% of the total order value to cover the costs of materials, labor, and production already incurred.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

In the event that the Buyer cancels the order after more than half of the scheduled delivery period indicated in the sales contract has elapsed, a penalty equal to 100% of the total order value shall apply, covering all costs already incurred by OMCA for production and resources used.

OMCA shall provide the Buyer, upon request, with a detailed statement of the costs incurred.

4.3 Exceptions for force majeure events

In cases of force majeure, such as natural disasters or other extraordinary circumstances that make it impossible to fulfill the order, both the Buyer and OMCA shall have the right to cancel the order without any penalty. However, both parties must provide documentation of the reasons and conditions justifying such cancellation.

4.4 Communication of modification or cancellation

All requests for modification or cancellation must be submitted in writing. OMCA shall communicate its acceptance or rejection of the request to the Buyer within a maximum period of five (5) working days from the date of receipt of the request.

4.5 Limitations and non-cancellation clauses

For orders of particular complexity, OMCA reserves the right to apply a non-cancellation clause. This clause will be clearly indicated in the order confirmation and provides that, once production has commenced, the Buyer may not request total or partial cancellation of the order, nor claim refunds, price reductions, or any form of compensation for costs or expenses related to the production of the said product.

The Buyer acknowledges that the customized nature of the order entails for OMCA a commitment of material and human resources, as well as specific non-recoverable costs.

Any modification requests that would result in changes to the final product will be evaluated at OMCA's sole discretion and, if accepted, may result in additional costs and adjustments to delivery timelines.

5. Prices and payment terms

5.1 Prices

The prices applicable to the products and services offered by OMCA are those indicated in the quotation or offer accepted by the Buyer, based on the technical specifications and quantities stated therein. This price reflects the cost of materials, labor, design, and any additional services requested. Any subsequent modification requested by the Buyer may result in a price adjustment.

Unless otherwise specified, prices are exclusive of taxes, duties, customs charges, and any other applicable fees, which shall be calculated separately and included in the final invoice. Any changes in tax rates between the date of the order and the date of invoicing may result in an adjustment of the final price.

5.2 Material cost adjustements

OMCA reserves the right to modify prices even after order confirmation in the event of significant increases in the cost of materials, raw materials, or other production expenses beyond OMCA's control. This clause will be clearly stated in the order confirmation.

OMCA shall promptly notify the Buyer of the new price, providing the reasons for the adjustment.

The Buyer may either accept the new price or cancel the order without penalty within five (5) working days from receipt of the communication, failing which the Buyer shall forfeit this right.

5.3 Validity of prices

The prices indicated in the quotation or offer are valid for a limited period, as specified in the document itself. After this period has expired, OMCA reserves the right to update the prices based on any changes in production or market costs. Consequently, if the Buyer wishes to confirm the order, an updated quotation will be issued.

5.4 Methods of payment

The payment methods indicated below apply to all supplies, unless otherwise agreed between OMCA and the Buyer. These terms are established to ensure transparent financial management throughout the entire production cycle.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

5.5 Initial down payment

The Buyer shall pay a down payment equal to 30% of the total order value at the time of signing the contract. This deposit is required to initiate preliminary activities.

The down payment must be made within fifteen (15) working days from the date of execution of the contract.

5.6 Interim payments

The Buyer undertakes to make interim payments to OMCA based on the completion of key production phases, according to the percentages and deadlines defined in each specific sales contract.

In cases where interim payments are required following the initial down payment, the amounts, methods, and timing of such additional payments shall be detailed in the quotation and formalized in the sales contract.

5.7 Final balance

The final balance, corresponding to the remaining percentage of the total order value, is due from the Buyer upon notification that the goods are ready for collection, according to the terms specified in the contract.

The balance payment constitutes confirmation of acceptance of the supply and represents the completion of the Buyer's financial obligations toward OMCA.

5.8 Payment deadlines

The Buyer is required to comply with the payment deadlines established for each stage of the order. Timely payments are essential to ensure compliance with the agreed production and delivery schedules. Each payment must be made within seven (7) working days from the date of receipt of OMCA's notification.

5.9 Measures in case of non-payment

In the event of failure to comply with payment deadlines, OMCA reserves the right to apply the following measures:

LATE PAYMENT INTEREST: For each payment not made by the due date, the Buyer shall be subject to late payment interest. Interest will accrue on a daily basis, starting from the day following the due date, and will be applied at the rate provided by applicable law or at the rate specified in the contract.

SUSPENSION OF PRODUCTION: If payment delays exceed 30 days from each due date, OMCA shall have the right to suspend production activities and any other operations related to the project. Production will resume only upon receipt of the outstanding payment, with a possible revision of delivery timelines due to the suspension.

CONTRACT TERMINATION: If the non-payment continues for more than 45 days, OMCA may terminate the contract, retaining any payments already received as compensation for the costs incurred, without prejudice to OMCA's right to claim additional damages.

5.10 Retention of title principle

In accordance with the principle of retention of title, full ownership of the goods supplied shall remain with OMCA until complete and full payment of the agreed price by the Buyer, including all interim payments, the final balance, and any other amounts due under this contract.

Notwithstanding delivery of the goods, legal ownership shall remain with OMCA until full settlement of the contractual amount. The Buyer shall take possession of the goods for use exclusively under the conditions set forth in the contract, and shall not misuse, resell, transfer, or modify the goods until ownership has been fully transferred.

In the event of non-payment, OMCA reserves the right to recover the goods supplied, regardless of their location and without the need for any further authorization from the Buyer. This right of recovery applies to all identifiable goods that have not been fully paid for.

In such a case, OMCA shall notify the Buyer of its intention to recover the goods, granting a period of seven (7) working days to settle the outstanding payment. Should the Buyer fail to comply, they shall allow access to the premises for the recovery of the goods and bear any associated costs, including recovery, transport, and handling expenses.

Upon recovery of the goods, the Buyer forfeits all rights of use and possession, and the goods must be returned without any further compensation or reimbursement, without prejudice to OMCA's right to claim additional damages or statutory interest.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

5.11 Intellectual property

All intellectual property rights related to the goods supplied—including but not limited to designs, technical drawings, production processes, know-how, copyrights, patents, trademarks, software, trade secrets, and technical documentation shall remain the exclusive property of OMCA. No intellectual property rights are transferred to the Buyer, unless otherwise expressly stated in writing in this contract.

The Buyer is granted a limited, non-transferable, and non-exclusive license to use OMCA's intellectual property solely to the extent necessary for the operation, maintenance, and use of the supplied goods, in accordance with the terms and conditions of this contract.
The Buyer is not authorized to modify, reproduce, transfer, or distribute any elements of OMCA's intellectual property, nor to allow third parties to do so.

The Buyer undertakes to keep confidential all technical and commercial information (know-how) provided by OMCA during the performance of the contract. It is prohibited to disclose, reproduce, or use such information for purposes other than those strictly necessary for the use of the goods, without OMCA's prior written consent.

Any attempt at reverse engineering, structural analysis, or modification of the technical documentation to uncover design details, processes, or functionalities not expressly described for the use of the goods is strictly prohibited. The Buyer shall not exploit the documentation to develop similar or derivative products or components.

Any innovation, improvement, or modification that the Buyer may develop or apply to the goods, even through the use of OMCA's intellectual property, shall remain the exclusive property of OMCA, unless otherwise agreed in writing.

The technical documentation is considered confidential material; therefore, the Buyer must adopt adequate measures to protect it from unauthorized access, loss, or improper disclosure and ensure that only authorized personnel have access to such material.

Any violation of intellectual property rights by the Buyer or third parties authorized by the Buyer shall constitute a breach of contract. OMCA shall have the right to immediately terminate the contract without notice and claim compensation for all direct, indirect, and consequential damages suffered as a result of the violation. Such compensation may include, but is not limited to, economic losses, reputational damage, loss of business opportunities, and legal costs incurred to protect OMCA's rights.

In addition to damages, the Buyer may be subject to financial penalties or contractual fines for each proven violation, as defined in the contract. OMCA reserves the right to initiate legal proceedings against the Buyer to obtain an injunction preventing the continued unauthorized use of its intellectual property. Such injunction may require the immediate cessation of use, production, or distribution of any product or material that infringes OMCA's intellectual property rights.

Upon termination or expiration of the contract, the Buyer shall cease all use of OMCA's intellectual property and shall return or destroy any documentary or digital material containing confidential information, unless otherwise agreed in writing. The Buyer must also provide a written declaration confirming the destruction or return of such materials, as requested by OMCA.

5.12 Invoicing

All invoices shall be issued in the currency agreed in the contract, namely EURO. Payment shall be made by bank transfer to the account indicated on the invoice. Any bank fees for international transactions or exchange rate differences shall be borne by the Buyer, unless otherwise agreed in writing.

Each invoice shall include the applicable VAT and any other taxes or contributions required by current legislation. For international transactions, the Buyer shall be responsible for all taxes and customs duties in their country. If the Buyer is VAT-exempt or benefits from specific tax reliefs, they must provide OMCA with the appropriate documentation before the invoice is issued.

Payment deadlines indicated on the invoice must be respected in accordance with the contractual terms. Delays beyond the agreed due dates will result in the application of the penalties described above in the relevant section.

All invoices shall be issued in electronic format, in compliance with local tax regulations. OMCA will send electronic invoices to the email address provided by the Buyer or through the electronic invoicing system required by applicable law. The Buyer is responsible for retaining and archiving electronic invoices in accordance with the legal requirements of their country and for the period established by tax regulations.

Should the Buyer identify any discrepancies or errors in an invoice, they must notify OMCA in writing within eight (8) days from the date of receipt of the invoice, failing which the right to dispute shall lapse. In such cases, OMCA will review the claim and resolve any

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

issues within a reasonable period. -If no formal dispute is submitted within the specified term, the invoice shall be deemed accepted in full for the amount and conditions stated, and no subsequent corrections or modifications will be allowed.

6. Delivery

6.1 Timing and conditions

OMCA undertakes to comply with the delivery times specified in the contract, calculated from the date of order confirmation or from the date of receipt of the initial down payment or all the technical information required from the Buyer, whichever occurs later.

The delivery conditions of the goods shall be governed by Incoterms® 2020 (International Commercial Terms) published by the International Chamber of Commerce, which define the responsibilities of each party for the transport and international delivery of goods. The applicable Incoterms will be specified in the contract and will determine the allocation of costs, risks, and responsibilities of each party during the various stages of transport. It is the Buyer's responsibility to understand the implications of the selected Incoterm, as it affects the costs and risks assumed by each party.

6.2 Force majeure clause

In the event of **force majeure events**—such as strikes, transportation blockages, supply shortages, health emergencies, adverse weather conditions, or other circumstances beyond OMCA's control OMCA may **extend the delivery deadlines without incurring any penalties.** OMCA undertakes to **promptly inform the Buyer**, providing a detailed explanation of the cause of the delay and, where possible, a new estimated delivery date.

6.3 Transfer of risk

The transfer of risk from OMCA to the Buyer occurs at the moment of delivery, according to the Incoterms specified in the contract. Depending on the selected term, the point of risk transfer and transportation responsibility will vary:

- For terms such as EXW (Ex Works), the risk passes to the Buyer when the goods are made available at OMCA's warehouse, and in any case, when the product is loaded onto the transport vehicle designated by the Buyer, who is responsible for transportation and related risks.
- For terms such as DAP (Delivered at Place), OMCA bears the risk during transportation, with the risk passing to the Buyer only upon delivery. Unloading of the product at the designated location is the Buyer's responsibility.

6.4 Transfer of risk in case of delays caused by the buyer

In situations where the delivery of goods or completion of installation is delayed due to the Buyer's non-performance or delays, the transfer of risk may be subject to modification.

Specifically, if the delay exceeds 15 days from the originally agreed delivery date, the risk for the goods—including any damage, loss, or deterioration—shall transfer to the Buyer, even if the goods have not yet been physically delivered. The Buyer shall therefore assume insurance responsibility for the goods to cover risks associated with prolonged storage.

Furthermore, in cases of delays attributable to the Buyer, OMCA shall not be held liable for any deterioration or damage to the goods occurring during the storage or custody period. The Buyer acknowledges that, under such circumstances, all responsibility for any loss shall rest entirely with them.

6.5 Storage and insurance costs

In the event of delivery delays attributable to the Buyer, OMCA reserves the right to charge storage and insurance costs related to the extended custody of the goods. These costs will apply from the originally scheduled delivery date until the actual date of collection or shipment by the Buyer.

The goods will be stored in a secure and appropriate facility until delivery. Storage costs shall be calculated on a daily or monthly basis, according to the warehouse rate specified in the contract or, if no such rate is established, according to current market rates. The Buyer will receive a detailed invoice indicating the storage period, the rate applied, and the total amount due.

During the storage period, the goods will be insured against risks of loss, theft, or damage. The insurance costs will also be charged to the Buyer, calculated as a percentage of the total value of the goods or based on current market insurance rates. The invoice will include a specific description of the insurance cost and the coverage provided during the storage period.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

The invoice for storage and insurance costs will be issued at the end of each month of storage or upon delivery of the goods, depending on the duration of the delay. The Buyer must settle the invoice within seven (7) working days from the date of issue. Failure to pay these costs may result in further delays in delivery.

If the delay extends beyond the initially estimated period, OMCA will provide the Buyer with periodic updates on storage and insurance costs, ensuring full transparency regarding the expenses accumulated during the extended custody period.

6.6 Conformity inspection and acceptance

The Buyer is required to inspect the conformity and condition of the goods upon arrival. Any discrepancies, visible defects, or damages must be reported in writing to OMCA within eight (8) working days from receipt of the goods, failing which the right to claim shall lapse. If the Buyer does not notify any issues within this period, the goods shall be deemed compliant with contractual specifications and accepted.

If OMCA is responsible for transportation and insurance has been agreed upon, any damage or loss occurring during transport shall be covered by the insurance until the transfer of risk to the Buyer.

7. Warranty and limitation of liability

7.1 Legal warranty of conformity

In accordance with the applicable legislation, OMCA guarantees that the goods supplied conform to the sales contract, are free from material defects, and are suitable for their intended use. The legal warranty protects the Buyer against any lack of conformity existing at the time of delivery or that may arise within the period established by law, ensuring that the goods meet the agreed technical specifications and required quality standards.

The legal warranty is valid for a period of 12 months from the date of delivery of the goods to the Buyer, unless otherwise specified and under penalty of forfeiture.

In the event of defects covered by the legal warranty, the Buyer has the right to request, at OMCA's discretion, the repair or replacement of the defective goods at no additional cost. If repair or replacement is impossible or excessively burdensome, the Buyer may request a price reduction or contract termination.

The legal warranty does not cover defects or damages resulting from improper use, negligence, unauthorized modifications, inadequate maintenance, or unsuitable or extreme environmental conditions (e.g., excessive temperatures, corrosive environments, exposure to harmful substances not suitable for the product). To maintain the validity of the warranty, the Buyer must use the goods in accordance with OMCA's instructions and operational conditions.

These sales conditions do not cover defects or damages caused by improper installation, inadequate maintenance, work performed by unauthorized third parties, or by the use of materials not compliant with those specified in the user and maintenance manuals provided by OMCA.

The Buyer must notify OMCA in writing of any conformity defects within one (1) month from their discovery, providing a detailed description of the issue. Once the Supplier verifies the validity of the claim, OMCA shall implement the remedies provided by law, ensuring the restoration of conformity of the goods within a reasonable period.

7.2 Buyer's obligations

To ensure the validity of the warranty and the proper functioning of the supplied goods, the Buyer must comply with specific obligations.

ORDINARY MAINTENANCE

The Buyer is responsible for the ordinary maintenance of the goods supplied, in accordance with OMCA's instructions contained in the user manual and technical specifications. Ordinary maintenance includes all regular activities necessary to ensure the proper functioning of the product, such as cleaning, lubrication, replacement of consumable parts (e.g., filters or seals), and other operations indicated by OMCA. Failure to perform regular maintenance may void the warranty and reduce the product's lifespan.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

PROMPT REPORTING OF DEFECTS

The Buyer must immediately notify OMCA of any defect or malfunction detected in the product, within two (2) working days from its discovery. Otherwise, the Buyer will forfeit the right to claim warranty coverage for that specific defect. The report must be submitted in writing via email, registered letter, or another agreed communication method. It must include a precise description of the defect, symptoms of the malfunction, and the operating conditions under which it occurred. If requested, the report should be accompanied by photos or video documentation to allow OMCA to promptly assess the issue. Failure to report promptly may result in loss of warranty coverage for aggravated damage or unreported defects. Once a defect has been detected, the Buyer must limit the use of the product, as continued use could worsen the defect or cause further damage. OMCA shall not be liable for additional damage caused by improper or continued use after discovery of the defect. After receiving the report, OMCA shall review the claim within a reasonable period and, if applicable, arrange for repair or replacement of the defective component. OMCA may also request additional details or perform a direct inspection of the product at the Buyer's site to complete its assessment.

USE IN ACCORDANCE WITH INSTRUCTIONS

The Buyer must use the product solely for the purposes specified in the contract and in OMCA's technical instructions. Use of the product under non-compliant conditions or for unspecified applications is prohibited, as such use may compromise product performance and void the warranty. Improper use releases OMCA from any liability for resulting defects or damages.

STAFF TRAINING

The Buyer is responsible for training the personnel assigned to use or manage the product. The staff must be properly instructed on correct operation and basic maintenance procedures, following OMCA's guidelines. Adequate training helps reduce the risk of operational errors or product damage.

STORAGE OF TECHNICAL DOCUMENTATION

The Buyer must safely store all technical documentation, user manuals, maintenance instructions, and any other documents provided by OMCA. These materials are required for proper product management and may be requested for warranty service or maintenance purposes.

COMPLIANCE WITH SAFETY AND ENVIRONMENTAL REGULATIONS

The Buyer must comply with all applicable safety and environmental regulations in the use and management of the product. This includes responsibility for preventive safety measures for personnel and environmental protection, such as proper disposal of waste generated from product use and compliance with local regulations.

NOTIFICATION OF CHANGES IN LOCATION OR OPERATING CONDITIONS

If the product is moved to a new location or used under different operating conditions than originally agreed, the Buyer must promptly inform OMCA. Changes in the operating environment may require new technical specifications or adjustments which, if not properly managed, may affect warranty coverage.

MANAGEMENT OF ORIGINAL SPARE PARTS AND ACCESSORIES

To maintain the validity of the warranty and ensure optimal performance, the Buyer must use original spare parts and accessories supplied or approved by OMCA. The use of non-original or non-compliant components may void the warranty and reduce product performance. The Buyer must purchase spare parts and accessories exclusively from OMCA or authorized distributors. Components supplied by OMCA are designed to ensure maximum compatibility and safety, reducing the risk of malfunction. Installation of spare parts and accessories must be performed in accordance with OMCA's technical instructions. If a specific installation procedure is required, the Buyer must ensure that qualified personnel carry it out, or alternatively, request OMCA's technical assistance to ensure proper installation. Before use, the Buyer must verify that every spare part or accessory is original and compliant with the product's technical specifications. Non-original or counterfeit components may cause damage and compromise operational safety. In case of doubt, the Buyer should contact OMCA for confirmation. The use of non-original or non-compliant parts releases OMCA from any liability for resulting damage or defects. Any repair required to restore conformity and functionality shall be at the Buyer's expense and not covered by the warranty. To preserve the integrity and performance of spare parts and accessories, the Buyer must store them in an appropriate environment, following OMCA's indications regarding temperature, humidity, and safety. Damaged parts due to improper storage or installation may not perform as expected and could compromise the product's operation. Their replacement shall be at the Buyer's expense and not covered by warranty. OMCA disclaims all liability for damages or defects resulting from improper storage or handling.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

ISO 9001 BUREAU VERITAS Certification

7.3 Warranty exclusions

NORMAL WEAR AND TEAR

The warranty does not cover the normal wear of components that naturally deteriorate through use. Wear parts such as seals, bearings, filters, lamps, and other consumable components are excluded from warranty coverage unless otherwise specified. These elements are considered consumables and must be replaced according to the maintenance schedule.

IMPROPER USE OR NEGLIGENCE

The warranty is excluded for defects or damages resulting from improper use of the product, operation under conditions not compliant with the technical specifications, or negligence in use or maintenance. The Buyer must follow OMCA's operating instructions to prevent premature deterioration or malfunction of the product.

UNAUTHORIZED MODIFICATIONS OR TAMPERING

Any modification, tampering, or repair carried out by personnel not authorized by OMCA automatically voids the warranty. To maintain warranty validity, the Buyer must rely exclusively on OMCA-authorized technicians for maintenance or repair work.

FAILURE TO PERFORM REGULAR MAINTENANCE

Failure to carry out the regular maintenance specified in the technical manual voids the warranty. The Buyer is responsible for performing ordinary and preventive maintenance to preserve proper product operation and ensure its durability.

DAMAGE CAUSED BY ACCIDENTS OR FORCE MAJEURE

The warranty does not cover damage resulting from unforeseen events or force majeure, such as fire, flooding, lightning, earthquakes, wars, acts of vandalism, or any other event beyond the control of the Buyer and OMCA.

UNSUITABLE ENVIRONMENTAL OR OPERATING CONDITIONS

The warranty does not cover defects or damage caused by unsuitable environmental or operating conditions, such as exposure to extreme temperatures, high humidity, excessive vibrations, or incompatible chemical agents. The Buyer must ensure that the product is kept in an environment compliant with the parameters specified in the technical manual.

USE OF NON-ORIGINAL SPARE PARTS OR ACCESSORIES

The warranty does not cover defects or damage caused by the use of non-original or non-OMCA-approved spare parts or accessories. The use of non-compliant components may compromise the product's safety and performance, releasing OMCA from any liability.

FAILURE TO REPORT DEFECTS PROMPTLY

The warranty is not applicable for defects or malfunctions that have not been reported to OMCA within the time limits specified in the contract.

7.4 Limitation of liability

LIMITATION TO THE VALUE OF REPAIR OR REPLACEMENT

OMCA's liability for any defect or malfunction covered by the warranty is limited exclusively to the cost of repairing or replacing the defective component. In the event of a defect covered by the warranty, OMCA will, at its sole discretion, repair or replace the defective component. Therefore, the Buyer shall not be entitled to claim any other type of compensation or remedy.

OMCA's liability is limited to the actual cost of the repair or, if necessary, the replacement of the defective component with an equivalent or comparable part. This limitation represents the total amount of compensation to which the Buyer is entitled in connection with the defect.

If the defect is not covered by the warranty, the repair or replacement will be carried out only after the Buyer's approval and at the Buyer's expense. In such cases, OMCA will provide a cost estimate to allow the Buyer to decide whether to proceed with the intervention.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

EXCLUSION OF INDIRECT AND CONSEQUENTIAL DAMAGES

OMCA's liability is strictly limited to the repair or replacement of the defective component and excludes any obligation to compensate for indirect or consequential damages resulting from the defect or malfunction of the product. This exclusion applies to all damages that, although arising as a consequence of the defect, are not directly related to the repair or replacement of the product. OMCA shall not be liable for any economic losses that the Buyer may incur as a result of the malfunction, including loss of revenue, future income, or potential profits that could have been generated if the product had operated correctly.

The exclusion also covers damages resulting from interruptions to the Buyer's operations due to the unavailability of the product during the repair or replacement period. Any costs incurred by the Buyer to manage such interruptions — including equipment rentals or idle personnel expenses — shall not be reimbursed.

OMCA shall not be responsible for any damage that the defect may cause to third parties, including damages to the Buyer's clients, business partners, or suppliers. OMCA's warranty and liability apply only to the direct contractual relationship with the Buyer and do not extend to claims made by third parties.

The Buyer shall not be entitled to claim compensation for opportunity costs, such as loss of contracts or future business, due to the temporary unavailability of the product or the time required for repair or replacement.

OMCA's liability does not cover any reputational or image damage suffered by the Buyer as a result of the defect. Such damages, which may affect the Buyer's perception by clients or partners, are considered indirect and are not compensable.

The warranty does not cover any legal, administrative, or management expenses incurred by the Buyer in connection with claims arising from product defects.

7.5 Warranty intervention

In the event of defects or malfunctions found in the supplied product, OMCA undertakes to provide technical assistance depending on the nature of the defect and the condition of the component involved.

Whenever possible, OMCA will carry out repairs to the defective component, restoring its original functionality without proceeding with a complete replacement. This type of intervention includes operations such as adjustment, cleaning, repair of minor faults, or replacement of small internal parts. Repairs are intended for defects that do not compromise the integrity of the component and allow maintenance costs to remain low while extending the lifespan of the original parts.

If repair is not feasible or economically reasonable, OMCA will proceed with the replacement of the defective component with a new, equivalent, or original one, compliant with the technical standards of the product. Replacement applies to components that are severely damaged or excessively worn and ensures the full restoration of the product's functionality, maintaining the expected performance and safety levels.

7.6 Intervention procedures

Depending on the nature of the defect and the technical specifications of the product, OMCA may perform repair or maintenance either on-site or off-site, ensuring the most efficient and practical solution for the Buyer.

On-site intervention is carried out directly at the Buyer's premises or at the location where the product is installed. This method is used for defects or malfunctions requiring immediate repair or for products that, due to their size or complexity, cannot be easily transported. During the on-site intervention, OMCA's technical staff will visit the Buyer's premises to perform the necessary repair, maintenance, or replacement operations.

Off-site intervention involves transporting the product or defective component to OMCA's facilities or to an authorized service center. This method is used when the defect requires equipment or technical expertise not available at the Buyer's site, or when it is more convenient to move the product for an in-depth repair. In such cases, OMCA coordinates all transportation operations and undertakes to complete the repair or replacement as quickly as possible, ensuring the product or component is returned in optimal working condition.

OMCA assumes responsibility for the transport of the product or component from the time it is collected at the Buyer's premises until the intervention is completed and the product is returned in the agreed operational condition. OMCA is responsible for insuring the product or component during transit against any risk of loss, damage, or deterioration while being transferred to and from the service center.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

Once the intervention has been completed and the product's functionality restored, the risk passes back to the Buyer upon redelivery to its premises. The Buyer must inspect the condition of the product upon receipt and report any visible discrepancies or damages within 3 working days of redelivery, under penalty of forfeiture.

OMCA's responsibility for transport does not cover damages arising from conditions existing prior to the collection of the product or from defects not attributable to handling. In such cases, any additional repairs or interventions will be agreed upon separately and may be charged to the Buyer.

8. Installation and testing

8.1 Installation services and costs

In the case of goods requiring installation services to become fully operational, OMCA provides technical support for installation at the Buyer's premises or another designated location. The installation service is performed by qualified personnel to ensure that the equipment is correctly assembled and configured according to technical specifications and includes all necessary activities to make the equipment operational, including preliminary checks, assembly, connections, and operational testing.

Unless otherwise agreed in writing, all costs associated with the installation service including, per working day and per technician, travel expenses, meals, accommodation, travel time, labor (a working day being understood as 8 hours), and any supporting materials shall be borne by the Buyer. The costs will be calculated as specified by OMCA in the sales contract.

8.2 Preparation of the installation site

The Buyer is responsible for ensuring that the installation site is ready and compliant with the necessary specifications to carry out the installation safely and without delay.

In particular, it must be accessible to OMCA personnel and must provide sufficient space to allow the transport, assembly, and handling of the equipment and the tools required for installation; it must meet the environmental requirements specified by OMCA; it must comply with all applicable safety regulations; and it must be prepared to ensure a safe installation. It is the Buyer's responsibility to ensure that the site is free from potential hazards and to provide personal protective equipment (PPE) for OMCA personnel, if required.

Any additional costs resulting from delays or unsuitable conditions at the installation site shall also be borne by the Buyer.

8.3 Conditions of assistance during installation

At the end of the installation, OMCA will carry out a test to ensure that the equipment is functioning correctly and meets the required standards.
The Buyer must be present during the testing or appoint an authorized representative to be present at the installation site throughout the entire process. This representative must have operational knowledge of the site and the project specifications in order to cooperate with OMCA's technical personnel, providing support and promptly responding to any operational or logistical questions.

The Buyer's representative must be present during the tests and final inspection, approving the results and signing the test report to confirm the correct installation.

If unforeseen events or technical issues arise during the installation, the Buyer is responsible for providing immediate assistance to resolve them. This may include providing technical support personnel, additional materials or equipment, or removing unexpected obstacles that may interfere with the installation.

9. Maintenance and after-sales service

9.1 Types of maintenance

The Buyer is required to follow a maintenance schedule divided into two categories: ordinary maintenance and extraordinary maintenance. Compliance with these interventions is essential to maintain the validity of the warranty and to ensure that the product operates in accordance with its technical specifications.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

Ordinary maintenance includes all periodic and preventive operations that the Buyer must perform independently or with the support of authorized technical personnel, following the timing and instructions contained in the technical manual provided by OMCA. The frequency of these operations may vary depending on the intensity of use and the environmental conditions at the place of operation.

The Buyer must record every ordinary maintenance activity in a specific logbook, indicating the date, type of operation, and responsible personnel. This logbook may be requested by OMCA as proof of proper maintenance in the event of extraordinary interventions or warranty claims.

Extraordinary maintenance includes exceptional interventions required to repair unexpected failures or critical defects that cannot be resolved through standard ordinary maintenance. These interventions require specialized technical expertise and may involve the replacement of essential components.

Unless the failures are covered by the warranty and comply with the conditions of use and maintenance of the product, the costs of extraordinary maintenance are the responsibility of the Buyer. OMCA undertakes to provide a cost estimate for any extraordinary repairs not covered by the warranty and to carry out the interventions within the agreed time frame.

9.2 Costs of maintenance services

The Buyer is responsible for the costs and resources required to perform the ordinary maintenance operations indicated in the technical manual provided by OMCA.

If the Buyer requests OMCA or an authorized technician to carry out the ordinary maintenance, all costs — per working day and per technician — including travel expenses, meals, accommodation, travel hours, labor (a working day being understood as 8 hours), and materials used, shall be borne by the Buyer. These costs will be invoiced as specified in the service contract, and the intervention will be scheduled upon the Buyer's confirmation.

If the defect or malfunction is covered by the warranty and results from manufacturing defects or faulty materials, OMCA will bear the costs of labor, spare parts, and transportation necessary to restore the equipment's functionality.

Extraordinary maintenance interventions not covered by the warranty will be invoiced to the Buyer. The costs include labor, materials, spare parts, and transportation expenses, according to OMCA's price list. Before performing the intervention, OMCA will send the Buyer a detailed quotation for approval.

9.3 Spare parts and validity (performance limitation over time)

OMCA guarantees the availability of original spare parts for the supplied product, meaning components and parts manufactured directly by OMCA, designed to ensure full compatibility and to maintain the product's performance according to the original technical specifications. For all spare parts related to components purchased from third-party suppliers, OMCA guarantees the supply service, but such availability is subject to market conditions and procurement times, which may vary and are not directly under OMCA's control.

Original spare parts offer performance equivalent to the original components and are covered by a **3-month warranty** from the date of installation or delivery. During this period, OMCA guarantees that the spare part will maintain its expected functional specifications, provided it is used under standard operating conditions and receives proper maintenance.

The duration and effectiveness of spare parts may be influenced by wear, usage conditions, and storage conditions. Although spare parts are designed to ensure optimal performance, their functionality may gradually decrease over time, especially for components subject to heavy wear (such as seals, bearings, or filters). Periodic replacement of these parts, as indicated in the maintenance schedule, is necessary to ensure operational continuity and product performance.

Before each replacement, it is advisable to verify how long, where, and under what conditions the spare parts have been stored. If storage has not been carried out according to OMCA's provided instructions, their effectiveness may be compromised and, consequently, they will no longer be covered by warranty.

9.4 Conditions for maintenance and technical support contracts

To ensure the Buyer continuous assistance and the highest level of operational efficiency of the product, OMCA offers maintenance and technical support contracts on a periodic basis.

These contracts cover both ordinary maintenance operations and specific technical support interventions.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

10. Applicable law and competent court

10.1 Applicable law to the contract

This contract, including all its clauses, conditions, and any disputes arising from it, shall be governed by and construed in accordance with Italian law. The Buyer and OMCA acknowledge that every aspect of the contract, including the rights and obligations of the parties, is subject exclusively to the legislation of this jurisdiction, excluding any other law that might otherwise apply due to conflicts of law. Any interpretative differences, as well as amendments to the contract, shall also be assessed in light of the provisions of the indicated applicable law.

In the case of an international sale between OMCA and the Buyer, where the parties belong to different jurisdictions, such as Italy and the Buyer's country, it is agreed that the applicable law shall be defined jointly by the parties, seeking a balanced approach between Italian law and the law of the Buyer's country. In the absence of a specific agreement, the parties agree to negotiate in good faith to identify an applicable law or, if necessary, refer to recognized principles of international law to govern the contract and ensure a balanced and fair solution for both jurisdictions.

10.2 Exclusive jurisdiction for disputes

In the event of disputes arising from or related to these General Terms and Conditions of Sale, the parties agree to seek an amicable settlement. If such resolution is not possible, exclusive jurisdiction for any dispute shall lie with the Court of Bergamo, under Italian law. This choice of jurisdiction applies to all disputes, including those concerning the validity, interpretation, or execution of these Terms and Conditions of Sale.

At the international level, in the event of disputes arising from or related to these General Terms and Conditions of Sale, the parties shall first attempt to resolve the matter amicably. Should this not be possible, the dispute shall be settled through arbitration in accordance with the Rules of the International Chamber of Commerce (ICC). The seat of arbitration shall be Paris, and the language of the arbitration shall be English.

11. Amendments and updates to the terms and conditions of sale

11.1 Right to modify terms and conditions

OMCA reserves the right to modify these Terms and Conditions of Sale at any time, upon written notice to the Buyer by e-mail, post, or other means. Such notice will include the effective date of the changes.

If the Buyer does not submit a written objection within 7 days of receiving the notice, the modifications will be considered accepted. In the event that the Buyer rejects the new conditions, OMCA reserves the right to renegotiate the contractual terms or, if necessary, to terminate the contractual relationship without any penalty.

The modifications will not affect contracts already in progress or concluded before the effective date of the new conditions, unless otherwise agreed by the parties. Furthermore, they will apply only to the general terms of sale and shall in no case unilaterally alter the economic conditions of orders already accepted, the acquired rights of the Buyer, or any mandatory legal provisions.

12. Final clauses

12.1 Severability

If one or more provisions of these Terms and Conditions of Sale are declared invalid, void, or unenforceable, such invalidity shall not affect the validity and enforceability of the remaining provisions. The remaining clauses shall continue to be fully valid and effective as if the invalid clause had never been part of the contract.

The parties agree, where possible, to replace the invalid or unenforceable clause with an alternative provision that, to the greatest extent possible, preserves the original intent of the clause and maintains the balance of rights and obligations established in the contract.

The invalidity of a clause shall be limited to that specific provision and shall not extend to the entire contract, ensuring that all other terms remain binding and enforceable.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

ISO 9001 BUREAU VERITAS Certification

12.2 Contract Language

This contract, including all documents, communications, and attachments, is drafted and interpreted in Italian, which shall be considered the official language for all matters relating to its validity, interpretation, and execution. In the event of translations into other languages, only the original Italian text shall be legally binding and shall prevail over any discrepancies or interpretative differences between language versions.

All formal communications and documents related to the contract must be written in Italian, unless otherwise agreed in writing by the parties.

Any translations of the documentation or of these Terms and Conditions of Sale are provided for informational purposes only and shall have no legal value. In case of any divergence, the Italian version shall be deemed the prevailing and authoritative text.

12.3 Entire agreement

This document constitutes the entire and complete agreement between the parties regarding the sale and supply of the goods and services described herein and represents the sole binding reference governing their mutual rights and obligations. This agreement supersedes and annuls all prior understandings, statements, negotiations, and agreements, whether written or oral, made between the parties concerning the subject matter of the contract.

Any statements, promises, or warranties not included in this document shall not be invoked or considered part of the contract. In particular, any communication or exchange of information between the parties that is not expressly stated in this agreement shall have no legal value.

Any amendments, variations, or additions to this agreement shall be valid only if made in writing and signed by both parties. The parties acknowledge that no unilateral modification or verbal agreement may alter the terms and conditions contained in this document.

In the event of a conflict between this agreement and any other document, proposal, offer, or communication exchanged between the parties, this document shall prevail and be considered the only authoritative and binding source. No other document may modify or contradict the provisions of this agreement unless specifically and formally accepted by both parties.

13. Processing of personal data

13.1 Purpose of processing

In accordance with current personal data protection regulations, OMCA undertakes to process the Buyer's personal data in compliance with the principles of fairness, lawfulness, transparency, and confidentiality. The data collected under this contract will be used exclusively for purposes related to the management of the contractual relationship, including the fulfillment of legal obligations, order management, invoicing, communications regarding the supplied products and services, and service improvement. Where the Buyer has given explicit consent, the data may also be used for **marketing and promotional purposes**, within the limits permitted by law.

13.2 Methods of processing

OMCA will adopt all necessary security measures to ensure the protection of the personal data processed, preventing unauthorized access, disclosure, alteration, or unlawful destruction. The data will be retained for the period strictly necessary to achieve the purposes for which it was collected and will subsequently be archived or deleted in compliance with applicable regulations.

13.3 Buyer's rights

The Buyer has the right to access their personal data, request its rectification, update, or deletion, as well as to object to its processing for legitimate reasons. To exercise these rights, the Buyer may contact OMCA through the communication channels indicated in the contract.

13.4 Disclosure to third parties

The Buyer's personal data may be disclosed to third parties only when strictly necessary for the performance of the contract, for example, for the transport and delivery of goods or to comply with legal obligations. In all cases, such third parties will be required to maintain confidentiality and data security in compliance with applicable law.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162

13.5 Consent to processing

By accepting these **Terms and Conditions of Sale**, the Buyer consents to the processing of their personal data as described herein. The Buyer declares that they have read, understood, and fully accepted the methods of data processing.

OMCA Plants srl - unipersonale
I - 24026 CAZZANO S.ANDREA (BG) - Via Dott. A. Alberti, 18
Tel. +39 035741315 **Email:** info@omca.it **Web:** www.omca.it
C.F./ P. IVA / VAT IT04298070162