

## MARZOCCHI POMPE S.P.A.'s GENERAL TERMS AND CONDITIONS OF SALE

### **1 – Applicability of the Conditions**

The General Terms and Conditions of Sale contained herein govern all relations between MARZOCCHI POMPE S.P.A. and the Customer, unless expressly waived by special conditions confirmed in writing by MARZOCCHI POMPE S.P.A.

### **2 – Supply Requests**

Supply requests are issued by Customers by letter, fax or e-mail. MARZOCCHI POMPE S.P.A. reserves the right to accept such requests also by telephone and/or verbally. Any provision or particular purchase condition included in the supply request issued by the Customer and which is in contradiction with these General Terms and Conditions of Sale, if not accepted in writing by MARZOCCHI POMPE S.P.A., will be considered null and void.

### **3 – Completion of the Contract**

In response to the supply request referred to in section 2 above, MARZOCCHI S.P.A. reserves the right to issue a supply offer that does not constitute a proposal for a Contract pursuant to art. 1326 of the Italian Civil Code and is therefore in no case binding for MARZOCCHI POMPE S.P.A., but has a purely indicative nature regarding its availability to supply the products at current prices at the time of sending the offer and it is, therefore, subject to any subsequent change, until the order has been formalized by the Customer. For each order received by the Customer, MARZOCCHI POMPE S.P.A., if it deems it necessary, will issue a written order confirmation which, if necessary, will be sent together with these General Terms and Conditions of Sale to the Customer who must return them duly signed, so the Contract of sale is executed. In any case, MARZOCCHI POMPE S.P.A.'s General Terms and Conditions of Sale, being published on the company's institutional website, are considered known by the Customer and they apply to the Customer's order. Any information or data on the characteristics and/or technical specifications of the products contained in catalogues, price lists or similar documents will be binding only to the extent that such data have been expressly confirmed in writing by MARZOCCHI POMPE S.P.A.. In any case, if an advance payment has been requested, in whole or in part, and it has not been executed, MARZOCCHI POMPE S.P.A. will have the right to enforce termination of the Contract due to the Customer's breach.

### **4 – Delivery and shipping**

a) Unless otherwise agreed, the sales of MARZOCCHI POMPE S.P.A. are considered to have been made on Ex Works basis and the related costs are borne by the Customer.

b) Any complaints or disputes on the products do not entitle the Customer to suspend, or in any case delay, payments.

### **5 – Delivery terms**

The delivery terms provided by MARZOCCHI POMPE S.P.A. are approximate and not essential and MARZOCCHI POMPE S.P.A. cannot, therefore, be held responsible for any damage or any penalty deriving from a late delivery, without prejudice to any agreements, as an exception to, agreed in advance in writing. MARZOCCHI POMPE S.P.A. reserves the right to make partial deliveries with the consequent issuance of invoices to be paid within the terms agreed in the order confirmation. The delivery of a smaller quantity of products than ordered does not release the Customer from the obligation to accept the delivery and to pay for the delivered products.

Unless expressly agreed in writing to the contrary, the

handling of the order by MARZOCCHI POMPE S.P.A. after the delivery terms will not entitle the Customer to request termination of the Contract, nor to claim compensation for damages and/or penalties.

### **6 – Return of the Products**

a) Any return of the Products must be authorized in advance in writing by MARZOCCHI POMPE S.P.A., in compliance with the following procedure:

a) The Customer must send a complaint to the customer service which will forward it to the quality department and to the development & research department, which will make an assessment to agree how to proceed, sending, if the complaint appears on first examination to be well-founded, a return code to the customer service, opening a file on the Quarta management system.

b) The customer service will send the Customer a R.M.A. ("Material Return Authorization") with the code provided by the development & research department. All returned products must be in original packaging and packaged in such a way that the product cannot be damaged and the Customer will be responsible for this. All returned products must be returned in the manner described in the R.M.A. If the returned products are presumed to be defective, a complete description of the alleged defect must be included in the packaging with the returned product. Products returned without justified reason will be sent back to the Customer, at the expense of the latter.

c) No return, even if authorized, will be accepted if the following information is not contained in the document accompanying the products (R.M.A.):

c1) Material Return Authorization number, communicated to the Customer by MARZOCCHI POMPE S.P.A.;

c2) delivery note or invoice issued by MARZOCCHI POMPE S.P.A.;

c3) quantity and type of returned products;

c4) reason for the return;

c5) request for replacement.

d) Under no circumstances welded, tampered with or damaged products as well as products recovered from systems already assembled, or improperly used will be accepted.

e) Products which are conforming with the standard specifications and/or under the conditions of point d) will be returned to the Customer at his expense.

### **7 – Payment conditions**

All invoices must be paid to the headquarters of MARZOCCHI POMPE S.P.A. within the agreed terms, regardless of any anomalies that occur during the warranty period and the need for any tests. MARZOCCHI POMPE S.P.A. reserves the right to issue bank receipts and/or drafts without this constituting an exception to paragraph 3) of art. 1182 of the Italian Civil Code. For Customers who place orders with MARZOCCHI POMPE S.P.A. for the first time, advance payment may be required.

Any objections relating to the invoices must be received by registered letter with return receipt or certified e-mail to MARZOCCHI POMPE S.P.A. within 8 days from the date of receipt of the same, otherwise they will not be taken into consideration and the invoices themselves will be considered accepted without any objection. Any delay in payments will result in the charge of default interest

pursuant to Legislative Decree 231/2002. Discounts are not allowed unless expressly authorized by MARZOCCHI POMPE S.P.A.. The Customer is not authorized to make any deduction of the established value (e.g. advance payment, or in case of alleged defects of the products), without prior written agreement with MARZOCCHI POMPE S.P.A.. If MARZOCCHI POMPE S.P.A. has reason to fear that the Customer cannot or does not intend to pay for the products on the agreed date, MARZOCCHI POMPE S.P.A. may make the delivery of the products subject to the presentation of adequate payment guarantees.

#### **8 – Suspension of delivery and termination of the Contract**

MARZOCCHI POMPE S.P.A. reserves the right to suspend deliveries if the Customer does not make even a single payment on the due date, is in breach of other Contracts or, in general, of any other obligation. If, after having entered into a Contract with MARZOCCHI POMPE S.P.A., the Customer's economic conditions change as a result of promissory note protests, and/or compulsory enforcement of the Customer's assets and/or insolvency proceedings initiated against the same, or in the event of non-payment or delay in payment by the Customer, MARZOCCHI POMPE S.P.A., in addition to what is specified in the previous paragraph (right to suspend supplies), reserves the right to terminate the Contract with immediate effect and provide for the forfeiture of the benefit of the term pursuant to Article 1186 of the Italian Civil Code, also requesting immediate cash payment of the overdue and the invoices due by communication by registered letter with acknowledgement of receipt or by certified email.

#### **9 – Prices**

The sales prices do not include VAT; any other service must be agreed upon and will be specifically charged. Neither deductions nor rounding are accepted on the amounts of the invoices.

#### **10 – Cancellation of orders and rescheduling**

Cancellations of orders or reductions in quantity cannot be decided by the Customer without the prior authorization of MARZOCCHI POMPE S.P.A. For orders with scheduled deliveries, the rescheduling of deliveries must be agreed in writing with MARZOCCHI POMPE S.P.A., which reserves this right at its own discretion. In any case, written notice is required, even if only by ordinary e-mail, at least 8 working weeks in advance of the first useful deadline. In this case, MARZOCCHI POMPE S.P.A. will have the right to charge an amount equal to 1.5% per month of the value of the unused products as a refund for the cost of immobilized material. Regardless of the provisions of these General Terms and Conditions of Sale, it is understood that orders relating to special, customized, more valuable products, including products to be assembled in special kits, products that are not in any case present in the catalogs of MARZOCCHI POMPE S.P.A. or all those Products that MARZOCCHI POMPE S.P.A. classifies as "NCNR" or "Non-Cancellable and Non-Returnable" (so-called "Non-Standard Products") must be considered "NOT – CANCELLABLE and NON – RETURNABLE".

#### **11 – Warranty**

MARZOCCHI POMPE S.P.A. warrants to the Customer, for its sole benefit, that the products will be free from defects in workmanship and materials when put into operation under normal conditions and in accordance with the recommendations of MARZOCCHI POMPE S.P.A. and/or the company. This warranty is valid for the period set forth

below. For a period of eighteen (18) months from the date of first commissioning but no longer than twenty-four (24) months from the date of manufacture indicated on the product. This warranty shall not apply to products that, in the sole judgment of MARZOCCHI POMPE S.P.A., have been contaminated, negligently handled, incorrectly installed, tampered with or misadjusted, improperly used, or used in the wrong application. The Customer is solely responsible for determining suitability for use. The liability provided for by this warranty is limited to the repair or replacement, at the discretion of MARZOCCHI POMPE S.P.A., of products found to be defective as a result of its examination, within the warranty periods provided. This warranty policy does not provide a refund or credit for defective material. Spare parts or parts delivered as replacements will be covered by the same terms of this warranty as the original product. Defective products under warranty must be sent to MARZOCCHI POMPE S.P.A. free of transport costs. Shipments will not be accepted at the expense of the recipient. If, following an appropriate examination, MARZOCCHI POMPE S.P.A. agrees that the product is defective and that it is covered by warranty, a pre-paid transport credit will be issued and the repaired or replacement product(s) will be shipped at the expense of MARZOCCHI POMPE S.P.A. If no defect is found on the returned product or if it is no longer under warranty, the Customer will be charged the inspection costs and the repaired or replaced product(s) will be returned at the expense of the Customer. This warranty is the only warranty, explicit or implicit, provided on MARZOCCHI POMPE S.P.A. products. Any implied, merchantable and fitness for a particular purpose warranty beyond this express written warranty and any other obligations of MARZOCCHI POMPE S.P.A. are excluded. The terms may not be altered, modified or claimed, except for specific written communications from MARZOCCHI POMPE S.P.A. addressed to the Customer.

#### **12 – Force Majeure**

MARZOCCHI POMPE S.P.A. shall not be liable, except for gross negligence, for the non-performance of the Contract and/or for any delay in the fulfilment of its obligations under these General Terms and Conditions of Sale, and the Customer shall not be entitled to request termination and/or compensation for damages, if this arises: (a) for reasons not reasonably attributable to MARZOCCHI POMPE S.P.A. itself, (b) from the need to comply with laws, regulations, orders, acts or requests with rights of precedence of any governmental, civil or military authority, or body or organization dependent on it; (c) from the actions or omissions of the Customer in the use of the products and/or from acts of force majeure, such as, by way of example, fire, flood, bad weather, strikes or similar to demonstrations, lockouts, closures or modifications of the factory, embargoes, wars, civil unrest, delays or deficiencies in transport, impossibility of obtaining delivery of the goods by international suppliers, within the previously agreed timeframe, pandemic, epidemic or other similar causes.

#### **13 – Confidentiality**

Each party undertakes not to use and not to reveal, disclose

and/or disseminate directly, indirectly to third parties, through an intermediary, entity or company, by any means and in any way, the objectively or subjectively confidential news and/or information of which it has become aware on the occasion and/or in the fulfilment of the contractual relationship between them.

#### **14 – Privacy Policy EU 2019/679 GDPR**

Pursuant to and for the purposes of European legislation, MARZOCCHI POMPE S.P.A. guarantees that the personal data owned by the Customer subject to processing will be kept and controlled, through the adoption of suitable and preventive security measures, in order to minimize, also in relation to the nature of the data and the specific characteristics of the processing, the risks of destruction, loss or disclosure, even accidental, of the data themselves, of unauthorized access or processing that is not permitted or does not comply with the purposes of the collection. MARZOCCHI POMPE S.P.A. also guarantees that it has adopted the minimum safety measures required by the same legislation.

#### **15 – Limitations of use and indemnity**

The products sold by MARZOCCHI POMPE S.P.A. must be used only and exclusively for the purposes for which they are intended and which have been agreed with the Customer, as well as taking into account the recommendations contained in the catalogues and in compliance with the conditions of use specified therein, the Customer remaining solely responsible for determining the suitability of the products for the use for which they are requested from MARZOCCHI POMPE S.P.A. In the event that the Customer should use the purchased products for one or more purposes other than those for which the products are intended or in conditions other than those recommended in the catalogues, it does so at its own and exclusive risk and peril with all consequent liability. In the event of non-compliance, the Customer must therefore hold MARZOCCHI POMPE S.P.A. and the manufacturer of the product absolutely harmless from all damage (direct and/or indirect), costs and responsibilities that may derive from the use of the products in violation of this clause and/or the reservations and precautions of use made by the original manufacturers in this regard.

#### **16 – Law and Jurisdiction**

The Contract will be governed by Italian law with the express exclusion of the Vienna Convention on International Sales; the competent Judicial Authority in any dispute arising from non-compliance with the aforementioned General Conditions of Sale will be exclusively that of the Court of Bologna.

**18 – Amendments** Any agreement derogating from and/or supplementing the text of these General Terms and Conditions of Sale will not be valid unless formulated in writing and expressly approved by both parties. Any nullity of one or more clauses of these General Terms and Conditions of Sale shall not affect the validity of the same as a whole.

#### **19 – Communications**

Any communication directed by one party to the other relating to these General Terms and Conditions of Sale must be sent in writing (by hand, by e-mail, fax, certified e-mail or priority mail) to the registered office of each of the parties, where each of them elects its domicile.

#### **20 - Code of Ethics of MARZOCCHI POMPE S.P.A. pursuant to Legislative Decree 231/2001/**

1- From 2024 MARZOCCHI POMPE S.P.A. has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 and subsequent amendments, in order to guarantee conditions of legality, fairness and transparency in the performance of its activities.

2- One of the constituent elements of this Model is the Code of Ethics.

3- MARZOCCHI POMPE S.P.A. has adopted a Code of Ethics which establishes the guidelines and principles to be observed with reference to human rights, working conditions and the environment.

4- The Customer declares to be aware of the current legislation on the administrative liability of entities by Legislative Decree 231/2001.

5- The Customer in the context of this contractual relationship with MARZOCCHI POMPE S.P.A. declares that:

- have viewed the Code of Ethics of MARZOCCHI POMPE S.P.A. at the link: <https://www.marzocchipompe.com/sites/default/files/Codice-Etico-Marzocchi-Pompe.pdf> and agree with its principles;
- undertake to respect, also on behalf of the shareholders, directors, employees and collaborators involved in relations with MARZOCCHI POMPE S.P.A., the principles contained in the Code of Ethics according to an approach oriented towards development and continuous improvement;
- undertake to obtain from the subcontractors and subcontractors used in relations with MARZOCCHI POMPE S.P.A. the signing of a declaration relating to the full agreement with the principles contained in the Code of Ethics;
- promptly inform MARZOCCHI POMPE S.P.A. in the event that it receives, directly or indirectly, from a representative, employee, collaborator or consultant a request for conduct that could lead to a violation of the Code of Ethics;
- undertake to promote compliance with the Code of Ethics by third parties involved in relations with MARZOCCHI POMPE S.P.A.
- not to carry out acts or conduct such as to lead to a violation of the Code of Ethics and, more generally, conduct that could lead to the commission, even attempted, of the crimes contemplated by Legislative Decree 231/2001 and to adopt and implement, where necessary, suitable procedures to prevent such violations;
- promptly notify MARZOCCHI POMPE S.P.A. of any possible involvement in proceedings concerning the predicate offences provided for by Legislative Decree 231/2001;

8- In the event of non-compliance by the Customer with the provisions of this point 5) or in the event of involvement of the same in a proceeding for a predicate offence pursuant to Legislative Decree 231/2001, MARZOCCHI POMPE S.P.A.:

a- will have the right to suspend, at any time and without notice, the execution of the Contract, by registered letter or certified email; or, alternatively,

b- will have the right to terminate the Contract by right, pursuant to art. 1456 of the Italian Civil Code by registered letter or certified email,

The enforcement of the right and faculty referred to in points a) - b) above will be to the detriment of the Customer, in any case charging it for all the higher expenses and costs deriving from or consequent and always without prejudice to the responsibility of the same as follows:

- liability for any detrimental event or damage that may occur as a result of the non-performance, and
- the obligation to indemnify and hold harmless MARZOCCHI POMPE S.P.A. for any action by third parties deriving from or consequent to such non-compliance.

Pursuant to and for the purposes of art. 1341 - 1342 of the Italian Civil Code, the Customers declares to have fully read and specifically approve the provisions of Art. 4 lett. b) (Delivery and Shipment), 9 (Suspension of Delivery and Termination of Contract), 10 (Cancellation of Orders and Rescheduling), 15 (Limitation of Use and Indemnity) and 16 (Law and Jurisdiction).

The Customer \_\_\_\_\_