GENERAL TERMS AND CONDITIONS OF SALE B2B - REV. 02

NO APPLICABILITY OF VIENNA CONVENTION

1. TERMS AND CONDITIONS

1.1. These terms and conditions of sale (hereinafter T&C) apply to all sales of products made by ROTHO BLAAS JAPAN LLC, Nishishinbashi Yasuda Union Bldg. 3rd floor, 2-4-2 Nishishinbashi, Minato-ku, Tokyo (hereinafter referred to as "RB") in Japan, unless otherwise agreed in writing between the Parties in derogation of what is indicated therein. Any exceptions agreed between the Parties for individual orders shall in any case apply exclusively to such orders and shall not constitute a modification of the T&C for other purchases made by the Buyer.

1.2. RB shall supply the products exclusively based on these T&C and, if there are any, other agreements signed by both Parties. Any T&C of the Buyer shall only be valid upon written consent by RB.

1.3. The invalidity of individual clauses of these T&C or of any further agreements stipulated by the Parties shall not affect the remaining provisions.

2. TECHNICAL DOCUMENTATION

2.1. The current version of the technical documentation is the one available on the RB website: installers, designers, engineers, and Buyers in general should consult the RB website at rothoblaas.com whenever a product is used to obtain additional design and installation information. RB is not liable for any printing errors related to technical data, drawings, references to weights and measures and translations in the catalogues.

2.2. Although products are designed for a wide variety of uses, RB assumes no responsibility for confirming the suitability of a product for its intended use; each intended use of a product must be reviewed and approved by qualified professionals. Each product is designed for the load capacities and uses listed in the RB documentation, subject to the limitations and other information stated therein.

2.3. It remains the Buyer's responsibility as to the selection of the product for the specific application and the eventual installation of the product.

3. DELIVERY TERMS

3.1. The quantities supplied and the characteristics of the products are those indicated in the written order confirmation issued by RB. If the order is executed in more than one delivery, the quantities are specified in the respective transport documents.

3.2. Delivery terms are estimates only. RB will not be liable to the Buyer for any and all contractual and/or non-contractual liability for indirect, incidental special or consequential damages, including without limitation, loss of property or loss of profits howsoever caused as a result of delivery taking place later than estimated.

3.3. The Buyer shall confirm receipt of the product on the transport document and/or transport bill of the shipper/carrier, in paper or digital format. The Buyer shall also note any claim regarding the quantity/type of product, packaging, transport damage, visible at the time of delivery on the transport document and/or transport bill of the shipper/carrier upon delivery. Otherwise, any complaints shall not be taken into consideration by RB, which shall not be held liable in this regard. Damages or non-conformities must be contested within 10 days from the date of delivery to the sales agent with photo and brief description.

4. RETURNS

4.1. Returns of goods are not permitted unless otherwise agreed in writing between the Parties and in any case not later than 30 days from the purchase date.

4.2. If the return of the goods is authorised, a handling fee determined from time to time by RB will be charged to the Buyer, together with transportation costs. Returned goods must be in their original condition, unused, packed in their original packaging and ready for sale. Transport costs for the return of the goods shall be borne by the client.

4.3. In any case, returns of out-of-catalogue products, products with expiry date and/or products specifically manufactured for the Buyer are not permitted.

5. RISK TRANSFER

5.1. The risk of direct or indirect damages to, deterioration or loss of the products is transferred from RB to the Buyer according to the INCOTERMS set out in the commercial documents. In the absence of any specification, the risk direct or indirect damages to, deterioration or loss is transferred upon sending of the goods, and therefore upon delivery of the goods to the forwarder/carrier.

6. PRICES AND PAYMENT METHODS

6.1. The price charged is the price indicated in the order confirmation or, in absence, in the order. The price is intended ex warehouse RB.

6.2. In the event of deferred payments or payments made after the agreed date, RB applies the default interests of 3% per annum as provided by law for the intervening period and charges the Buyer for the costs incurred for the recovery of the credit.

6.3. In the event of an unforeseen increase in resources' price between the time of order confirmation and the time of delivery, the purchase price may be adjusted accordingly after notice to the Buyer.

7. RETENTION OF TITLE

7.1. The Buyer acknowledges and expressly agrees that, unless otherwise specified in writing by RB, the property in, and legal and equitable title to, the goods, remains with RB and does not pass to the Buyer, unless and until RB has received in full (in cleared funds) all sums due from the Buyer to RB in relation to the goods, and in relation to all other goods previously supplied to the Buyer by RB.

7.2. The Intellectual Property Rights (trademarks,

trade names, copyrights, patents, designs and models, know-how, domain names) are the total and exclusive property of RB and their communication or use within the scope of these Terms and Conditions of Sale does not create, in relation to them, any right or claim on the part of the Purchaser. The Buyer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

7.3. The Buyer acknowledges and accepts that: (I) RB is the exclusive owner of the Trade Marks and the other Intellectual Property Rights; (II) shall refrain from registering and registering trademarks that are identical, similar and/or confusable with the Trade Marks; (III) shall use the Trade Marks and the other Intellectual Property Rights only with the express consent of RB in compliance with the latter's instructions and exclusively for the purposes set out in these Conditions of Sale; (IV) undertakes not to modify, alter, remove, cancel or cover the RB Marks or other distinctive signs affixed to the Products or to add other marks or distinctive signs to these; (V) undertakes not to register domain names that are identical, similar or that incorporate the RB Marks. Any breach of these provisions shall be prosecuted in accordance with the law.

7.4. In the event that the Purchaser registers or registers any exclusive rights to the trademarks, names or other distinctive signs or any domain name of RB and/or those relating to the Products, in violation of the provisions of the previous clause, these registrations shall be deemed to be automatically and by right transferred by the Purchaser to RB; Therefore, the Purchaser hereby undertakes to carry out all the necessary actions to finalise and make effective the transfer of said rights from the Purchaser to RB, without the Purchaser being entitled to either compensation or reimbursement of the expenses and costs incurred.

8. CHARGES

8.1. The Buyer may not compensate RB's payment claims with any alleged damages for product defects. Any claims for defects and non-conformities shall be made separately.

9. WARRANTY AND LIABILITY

9.1. RB guarantees the products supplied against defects, lack of quality and/or non-conformity for a period of 12 months from receipt by the purchaser, reserving the right to repair, replace or return the sums paid to the customer. RB will execute the guarantee according to its own time and organisation. In the event of defects, lack of quality, non-conformity of the product, the Buyer must notify RB within 8 days of receipt (in the event of evident defects) or within 8 days of discovery (in the event of hidden defects), with adequate documentation.

9.2. The warranty provided does not cover the effects of wear or damage that may arise after delivery due to improper or careless use, excessive stress, use of inappropriate materials or particular effects of external agents, not provided for in the contract. Should the Buyer or third Parties make any modifications or repair work that are not appropriate, the warranty shall have no value either directly or on the effects thereof. PPE products and anchoring devices in general are subject to periodic review under the Buyer's responsibility, as per the documentation attached to the product which the Buyer undertakes to comply with.

9.3. If, in carrying out operations that are presumed to be under warranty, it turns out that the damage does not fall under the RB warranty, the Buyer shall bear the costs of such operations. RB shall not be obliged to remedy the defect if the Buyer fails to make the due payments.

9.4. Any other warranty claims of the Buyer against and other co-obligations under the warranty are excluded, without prejudice to clause 10 (Other Liability).

10. OTHER LIABILITIES

10.1. Without prejudice to the provisions of mandatory legal provisions, RB guarantees the regularity of the performance of this Contract but remains exempt from any and all contractual and/or non-contractual liability for indirect, incidental special or consequential damages, including without limitation, loss of property or loss of profits suffered by Buyers and/or third Parties, except in the case of events attributable to RB or its collaborators due to intent or gross negligence. In these last cases (i.e. cases of intent or gross negligence), RB is liable for a limited amount of damages specified in the commercial document, corresponding to the value of the supply. In particular, RB shall not be liable for any inconvenience that may arise as a result of breach of contract, positive breaches of duty during contractual negotiations and tortious acts and shall consequently not be liable for any compensation.

11. TRADE SANCTIONS

11.1. RB is a subsidiary of Rotho Blaas S.r.l., an Italian company which shall comply with the European Union Law. For this reason, RB, when selling, supplying, transferring, or exporting its products to a third country, pursuant to the Regulation (EU) 2023/2878 - which amends Regulation (EU) 833/2014 - expressly prohibits not only the re-exportation to Russia but also the re-exportation for use in Russia.

11.2. The infringement of paragraph 11.1 entails the obligation of the Buyer to compensate the damage suffered by RB as a result of the counterparty's misconduct and the termination of the agreement. Paragraph 11.1 shall not apply to the execution of agreements concluded before 19th December 2023 until 20th December 2024 or until their expiry date, whichever is earlier.

11.3. RB, when selling, supplying, transferring, or exporting its products to a third country, pursuant to the Regulation (EU) 2024/1865 - which amends Regulation (EC) 765/2006 - expressly prohibits not only the re-exportation to Belarus but also the re-exportation for use in Belarus.

11.4. The infringement of paragraph 11.3 above entails the obligation of the Buyer to compensate the damage suffered by RB as a result of the counterparty's misconduct and the termination of the agreement.

12. WEEE RECYCLING

12.1. The Buyer of EEE is informed of the obligation not to dispose of the same as mixed urban waste and to carry out separate collection for said waste. When purchasing a new EEE, he may deliver the equivalent WEEE to RB in the indicated manner.

13. FORCE MAJEURE

13.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

13.2. In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

13.3. A Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days**.**

13. HARDSHIP CLAUSE

14.1. The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

14.2. Notwithstanding point 14.1., where a Party proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

15. TERMINATION CLAUSE

15.1. If, after signing the supply agreement, RB becomes aware that the Buyer is in a compromised financial situation and/or subject to bankruptcy/proceedings, RB may request a performance guarantee or withdraw from the agreement, calculating the costs incurred up to that time.

15.2. In case of Buyer's insolvency, RB may terminate the relationship with the Buyer without any prior notice. In any other case, RB may terminate the contract with a prior written notice.

15.3. If the Buyer commits a breach of any of its obligations under these T&C and fails to correct such breach within thirty (30) days after receiving notice of the breach from RB, RB shall have the right to terminate this Agreement with immediate effect upon written notice to the Buyer.

16. COMPETENT JURISDICTION AND APPLICABLE LAW

16.1. The relationship between the Parties and these T&C are governed and interpreted exclusively according to Japanese law. In the event of disputes, which the Parties are unable to resolve amicably, the Court of Tokyo shall have exclusive jurisdiction.

16. PRIVACY

17.1. In accordance with Act on the Protection of Personal Information and EU Reg. 2016/679, the Buyer is informed that his personal data (name of the contact person/management/owner, address, e-mail address, telephone number, fax number) are necessary for the execution of the contract and will be transmitted for this purpose to other companies of the Rotho Blaas Group (https://www.rothoblaas.com/contacts) and may also be transmitted to lawyers to enforce his contractual rights, credit institutions, accountants, professionals in the management and administration of RB or service companies working on behalf of RB.

17.2. RB shall retain the data until the expiry of the statutory retention and limitation periods. The data subject enjoys the rights set forth in the above-mentioned Act (right of access to his/her personal data, correct, erase, discontinue the use limitation of processing, personal data portability, opposition to processing, right to lodge a complaint to the Supervisory Authority). For more detailed information and to exercise these rights, please contact RB privacy contact person at privacy@rothoblaas.com.

18. CODE OF ETHICS

18.1. The Buyer declares to know and respect the contents of RB's Code of Ethics, available on the company's website.

19. LICENCE

19.1. The Buyer grants RB a free, non-exclusive licence to use any photographs and/or images of the Products purchased (the "Images") that are shared with RB or that RB may otherwise get, as well as a right to make additional Images at the time of delivery, installation, display or other use of such products.

19.2. This licence includes the right to use the Images for research, archival, reference or illustration services, as well as the right to copy, reproduce, process, transmit, publish and distribute in digital and paper format (by all currently known means and those that may be developed in the future) the Images for commercial and non-commercial purposes. This licence is granted without time limit or geographical range and shall be considered valid even after the expiry or termination of the contract between the Parties.

19.3. RB guarantees the protection of sensitive data, privacy and the honour of any persons who may be photographed and undertakes to request written consent if the Images include recognisable persons or buildings.