



GENERAL SALES CONDITIONS

1 - EFFECTIVE DATE - These conditions are in force since April 1st, 2026, and apply to orders and contracts formalized after that date. Current and previous general terms and conditions can be retrieved at www.stulz.com/en-it and www.cosmotec.it.

2 - ORDER - The order will be effective only if Stulz S.p.A. sends the order confirmation in writing and in accordance with the technical/informatics methods in use at the time of its sending and the purchaser accepts these general conditions of sale. Exceptions are made for periods of business closure. The conditions therein shall be deemed to be accepted in full 8 days after sending the Order Confirmation.

In any case, only these general terms and conditions of sale shall apply to the order, and in no way may Stulz S.p.A.'s sending of the Order Confirmation be interpreted as an acceptance of the customer's general terms or conditions of purchase unless expressly agreed otherwise in writing in the Order Confirmation, countersigned by the legal representative of Stulz S.p.A. or his delegate, or in a specific agreement between the parties.

Minimum order quantities may be stipulated for certain types of goods, beneath which Stulz S.p.A. may therefore reserve the right not to confirm orders received concerning such goods.

2.1. - CANCELLATION OF ORDER - The customer has the right to cancel the order within 10 days of sending, provided that the cancellation is formalized within the terms of sending the order confirmation. The customer also has the right to cancel the order for standard Cosmotec-branded products (i.e., products in the catalogs published on the website www.cosmotec.it valid at the time of the order), already confirmed, but still to be delivered.

Stulz S.p.A. has the right to accept the cancellation of the order, with the purchaser being charged a penalty of 25% of the sale value:

- a) if the product, standard Cosmotec-branded, has already been shipped but not yet invoiced;
- b) if the customer has received the communication from Stulz S.p.A. of the notice of goods ready for the purchased standard, Cosmotec-branded product if the shipment is paid by the customer;
- c) if the product, standard Cosmotec-branded, is returned within three months after delivery.

Except in the above cases, Stulz S.p.A. shall not accept any cancellation of orders.

Material returned at the customer's expense must be intact and perfect, as delivered by Stulz S.p.A. to the customer.

2.2 - ORDER CHANGE - Any requests for changes by the customer are accepted, only for standard products, when they do not involve any cost for Stulz S.p.A. and are made before the sending of the order confirmation, without prejudice to the exclusive operation of these general conditions of sale. All expenses related to any product, for any changes requested by the customer, shall be borne by the customer.

3 - PRICE - Prices are determined and fixed in EUR unless a different currency is indicated in the Order Confirmation. Transport costs, insurance, taxes, and any additional charges are excluded. Prices are for goods sold with return FCA warehouse Stulz S.p.A. under the ICC Incoterms coding in effect at the time of the order, unless otherwise agreed in writing.

4 - DELIVERIES - The delivery date agreed upon in the order confirmation is binding for Stulz S.p.A., except for causes of force majeure, or production and/or order management problems, difficulties in obtaining components and raw materials, strikes, transport disruptions, etc. Stulz S.p.A. shall in any case promptly notify the customer of the reasons preventing compliance with the agreed timetable. Should the force majeure event not be remedied after N weeks, or should it continue beyond that period, the parties shall have the right to terminate the contract, without this entailing any breach of contract imputable to Stulz S.p.A.

No indemnity shall be due to the customer for delays caused by force majeure. The date of delivery shall be understood as placing the goods at the warehouse(s) of Stulz S.p.A. at the disposal of the customer for withdrawal and not as delivery to the customer's warehouse, unless otherwise agreed in writing. In the case of EU triangulation sales, collection by the consignee or his agent shall not be permitted.

5 - DRAWINGS AND ASSEMBLY PLANS OF STULZ S.p.A. - Documentation made available by Stulz S.p.A. (e.g., drawings, diagrams, and anything else useful and necessary for the use of the products sold) is the property of Stulz S.p.A. and cannot be transferred to third parties unless agreed to in writing.



6 - CUSTOMER'S DRAWINGS - Production of specific products based on designs or drawings provided by the customer is subject to the prior written approval of the design/drawing by Stulz S.p.A.

Such documents are the property of the customer and Stulz S.p.A. is committed to strict confidentiality.

Any changes to these documents must be communicated to Stulz S.p.A. under ISO EN standards in effect on the date of the change.

Any design changes by the customer, occurring during the production of the specific products, must be formally accepted by Stulz S.p.A. and shall result in an adjustment of the price and redetermination of the originally agreed delivery schedule.

The customer undertakes to indemnify and hold Stulz S.p.A. harmless concerning all claims and disputes by third parties regarding infringement of intellectual and industrial property arising from the manufacture of the products based on the technical documentation provided by the same to Stulz S.p.A.

7 - INSTALLATION - Installation is not included in the product prices. Due to the special features of the product and the possibility of numerous solutions in terms of installation and required results, the installation instructions are general and not specific.

8 - PRODUCT VERIFICATION - The customer is obliged to notify Stulz S.p.A. of any defects and/or non-conformities of the products received within 8 days of delivery, in the case of defects and/or non-conformities of an apparent nature, or of their discovery, in the case of defects and/or non-conformities of a concealed nature, by certified e-mail, registered letter with return receipt, or other means of sending with legal effect. The customer shall contextually indicate:

- DDT number and date of issue;
- Date of receipt of the goods;
- Item number, serial number, and quantity;
- Description of how the package looked upon receipt and the damage found;
- Description of the problem encountered;
- Include some photos if possible;
- Keep all documentation listed above available for possible insurance appraisals.

Non-compliance with the above procedures shall void the warranty on any repair or restoration of damaged goods. The warranty conditions applied to this supply, unless otherwise agreed between the Parties, are posted on the website www.stulz.com/it-it www.cosmotec.it.

9 - PAYMENTS - The customer undertakes to make payments due on the agreed date. Such payments cannot be postponed for any reason or claim. Any extensions on the agreed due dates, which may be granted by the discretion of Stulz S.p.A., may not be considered as novations of credit, excluding all exceptions on this condition, which remains peremptory and mandatory. Any dispute over the operation of the product shall never entitle the customer to suspend payments on the agreed-upon due dates. In the case where an ongoing supply relationship exists between Stulz and the customer, even if based on separate contractual relationships, any delays in payments on previous supplies entitle Stulz to suspend the delivery of products for subsequent supplies until the payment due dates outstanding from the customer have been settled.

10 - RESERVATION OF TITLE - In the case of deferred payment, even if only partially, although the purchaser takes physical possession of the products, they remain the property of STULZ S.p.A. Products shall become the property of the customer only upon collection by STULZ S.p.A., of the entirety of the price agreed upon.

Until the full payment of the price, the purchaser is constituted depositary of the products as sold above, under a reservation of title. He therefore undertakes to make good use of them, not to sell them, not to assign them under warranty, and to be responsible for them in case of theft, damage, or otherwise, and to immediately report to the vendor, by registered letter, any enforcement or conservative actions brought by third parties.

11 - DEROGATIONS - The customer may never invoke any verbal commitment, guarantee or agreement, contrary to these conditions, if not confirmed in writing by Stulz S.p.A.

12 - DISPUTES - For matters not envisaged in these general conditions, the rules of the Italian Civil Code shall apply. In the case of sale to a foreign party, the Vienna Convention on the International Sale of Goods of 1980 as amended shall apply. The Court of Verona shall be competent for any dispute.



13 - LANGUAGE OF THE GENERAL CONDITIONS - These conditions are drafted in Italian and English; in case of disagreement and/or contrasts on the interpretation of these clauses, the Italian language text shall prevail.

14 - DATA PROTECTION - The Contracting Parties agree to consent to the processing of personal data by EU Reg. 2016/679, as well as Legislative Decree No. 101/2018, as amended, for purposes related to the execution of contracts subject to these general conditions.

15 - SUPERVENING EXCESSIVE ONEROUSNESS - The parties agree that in the case that, in the period between order confirmation and delivery, the index called Domestic producer prices - total industry (excluding construction) published by Eurostat (online data code: teiis010) varies more than 5%, Stulz S.p.A. shall be entitled to the corresponding increase in the agreed consideration. In such a case, the customer may withdraw from the agreement, without prejudice to its obligation to pay the consideration accrued up to that moment in favor of Stulz, equal to the cost of raw materials incurred, increased by a percentage lumped at 20% of such cost.

16 - STORAGE COSTS - For products in stock at Stulz S.p.A. for which the notice of ready goods has been sent to the customer, there is a charge for the cost of goods in stock, as follows:

- For units under 3 metres in length, held in stock for more than 10 working days from the date of the ready-for-collection notice, a flat fee of €100 will be applied, in addition to a charge of €6 per unit per calendar day
- For units exceeding 3 metres in length, held in stock for more than 7 working days from the date of the ready-for-collection notice, a flat fee of €500 will be applied, in addition to:
 - units between 3 and 7 metres in length: €12 per calendar day;
 - units exceeding 7 metres in length: €22 per calendar day.

17 - COMMUNICATIONS - Communications between the parties concerning the reporting of discrepancies referred to in Art. 8, the hypothesis referred to in Art. 16, as well as any other situation concerning the termination, even early, of the contractual relationship, shall be made by certified electronic mail, registered letter with acknowledgment of receipt, or by any other means suitable to certify the effectiveness of receipt.

18 - TRADE COMPLIANCE - The Customer acknowledges that the goods and their purchase/resale may be subject to various state and/or international body laws and regulations, pertaining to customs control, import/export restrictions, use of dual-use goods, trade sanctions, prohibitions on commercial and/or financial dealings with specific parties, whether individuals or corporations. The Customer affirms and warrants that it will not export or re-export the goods or technical data related thereto, except in compliance with all applicable laws and regulations, including those of the country of export and those of the country of origin of the goods, and that in any case, it undertakes not to involve in any way and any capacity subjects belonging to the public lists of sanctioned subjects, in orders related to Stulz S.p.A.'s products. Should this commitment be breached and a violation is ascertained by Stulz S.p.A., Stulz S.p.A. shall have the right to suspend the execution of the order, contesting the facts or conduct found to the customer. Where the customer fails to respond within the period of 7 working days or provides objectively deficient responses, Stulz S.p.A. may withdraw from the contract without any charge. In the case of alleged or ascertained violations, Stulz S.p.A. reserves the right to report the fact to the competent authorities, except in cases where this represents an obligation, in which case the reservation shall be deemed not to have been placed. In the case that the answers provided by the customer are deemed suitable and satisfactory to be able to process the order the time between the dispute and the customer's answer will not be counted as a delay in delivery.