

RECITALS

These General Terms of Sale for Online Orders govern the B2B sale and purchase agreements made online, of the products shown on the site www.donati.it owned by Donati S.p.A., a sole shareholder company, with registered office in **Via Vincenzo Bellini 34, 20049 – Settala (MI)**, tax code and VAT reg. no. IT07996330150, registered with the Register of Companies of the Chamber of Commerce of Milan (Italy), Econ. and Admin. index no. 250279.

These General Terms of Sale for Online Orders are governed by electronic commerce laws (Legislative Decree no. 70/2003) and Italian law and exclusively apply to sales made via Internet (Online Sales), where the purchaser is a party who purchases for company or professional reasons, and not for personal reasons, as defined by article 1, letter b) of this Contract.

Donati S.p.A., a sole shareholder company, is willing to provide, including by telephone, Customers, as defined below, with any clarification on the content of these General Terms of Sale for Online Orders.

THE FOLLOWING IS HEREBY AGREED

1. Definitions

The following definitions apply to these General Terms of Sale:

1. **Seller.** "Seller" is Donati S.p.A., a sole shareholder company.
2. **Customer.** "Customer" is any legal person qualified to work as an installer or maintenance technician for lifting systems for people or things using lifts, elevators, escalators or similar devices in accordance with the mandatory laws in the country in which it operates.
3. **General Terms of Sale for Online Orders.** "General Terms of Sale for Online Orders" are the rules governing the contract of sale entered into by the Seller and the Customer through the Site www.donati.it
4. **Contract.** "Contract" is these General Terms of Sale for Online Orders.
5. **Site or Website.** "Site" or "Website" refer to the website www.donati.it that belongs to the Seller where the Customer can make online purchases.
6. **Order.** "Order" is the invitation to make an offer sent by the Customer, using the Seller's Site, for one or more products, by using the ordering process indicated on the Website www.donati.it and article 7 of this Contract.
7. **Product or Products.** "Product or Products" are the products described on the Website that can be purchased by the Customer.
8. **Party/Parties** "Party/Parties" is the Customer and/or the Seller.

2. Purpose of the contract

2.1 Online sales These General Terms of Sale for Online Orders apply to all the Orders for the purchase of the Products using the Website www.donati.it by Customers as defined above under article 1, letter b).

2.2. Invitation to make an offer. The presentation of the Products on the Site constitutes an invitation to make an offer. The Customer's order will be considered to be a contractual offer to purchase the listed Products from the Seller, with each product considered individually. Upon receipt of the order, the Seller will automatically send the Customer a message confirming receipt of the order ("Order Confirmation"). The Order Confirmation does not constitute acceptance of the offer to purchase by the Customer. When the Order Confirmation is sent, the Seller is only confirming that it has received the order and will check the data and availability of the Products requested. The Contract of sale with the Seller will take effect only when the Seller sends the Customer a separate email with the express acceptance of the offer to purchase; this email will also contain the information on the delivery of the product and the expected date of delivery ("Confirmation of Delivery"). If the order comprises a number of deliveries, the Customer may receive separate Confirmations of Delivery. The Customer may cancel the order before receiving the Confirmation of Delivery.

The General Terms of Sale for Online Orders apply exclusively to purchases made through the Website. The Products purchased through the Website are sold directly by the Seller as defined above article 1, letter a).

2.3. Customer. A Customer, in accordance with article 1, letter b) is any legal person qualified to work as an installer or maintenance technician for lifting systems for people or things using lifts, elevators, escalators or

similar in accordance with prevailing law in the country where it operates (for Italy, in accordance with the Decree by the Ministry of Economic Development no. 37 of 22 January 2008 - Regulation concerning the implementation of article 11-*quaterdecies*, paragraph 13, letter a) of law no. 248 of 2005, containing the reorganisation of provisions on the installation of systems in buildings).

3. Content and amendments

3.1 Recitals. The recitals set out above form an integral part of this Contract.

3.2 Content. This Contract replaces any previous agreements between the Parties on the subject-matter governed by the Contract.

3.3 Amendments. If there are changes to the General Terms of Sale for Online Orders, the Purchase Order shall apply the General Terms of Sale for Online Orders that were published on the Website when the order was sent by the Customer.

4. Power of the Contract

The rights and obligations under this Contract are binding on the Parties and their successors or assigns.

5. Information and changes to the Products

5.1. Description of the Products. An information sheet is available for each Product with the picture and the features of the Product. The pictures of the Product are purely indicative and may therefore not exactly show the features of the product. The Seller will not be responsible for any inaccuracies due to a specific computer configuration or malfunction.

5.2. Changes to the Products. The Seller may eliminate and/or replace the Products described on the Site at any time, without giving notice, and may make non-material technical and aesthetic improvements that do not worsen the quality of the Product.

6. Prices

6.1. Price of the Product. The prices of the Products on the information sheets are in euros and are net of VAT and discounts given to Customers unless otherwise indicated.

6.2 Shipping, packaging and payment costs. The Product prices indicated on the information sheets do not include shipping or packaging costs or the costs connected to the payment method chosen or permitted by the Seller, which are identified and calculated on the basis of the place of delivery, the volume and weight of the Products ordered and the means of payment chosen when ordering. The shipping and packaging costs for the Products and the costs relating to the payment method are fully borne by the Customer unless otherwise agreed, and the amount will be communicated upon delivery of the goods.

6.3. Change to the Price of the Product. The Product prices published on the Site may be updated and therefore may change. The Customer will purchase the Products at the price published on the Site when the Order is sent.

6.4. Change in the Prices and the shipping costs in accordance with the country of delivery. The price of the Products and shipping costs may change according to the country being shipped to due to different customs duties or fees and different transport costs.

6.5. Promotions. The Seller reserves the right to apply different promotions in accordance with the country where the Products are being delivered.

7. Ordering the Product

7.1. Registering on the Site. In order to purchase one or more Products, the Customer will first have to register on the Site www.donati.it and provide the Seller with all the data needed for it to fill the Order. The data will be processed in accordance with Legislative Decree 196/2003 (Privacy Code) in a way that protects personal data. The Seller may request a Chamber of Commerce search or other equivalent document in order to establish the exact identity of the Customer. Once the Seller receives the Customer's data, it will promptly send an email to the Customer which will indicate the authentication procedure to permit access to the Site in the section used for online purchases, containing the account and password chosen by the Customer (the password cannot be known to the Seller).

7.2 Making the Order. The purchase Orders can only be made online through the ordering process on the Site, exclusively by legal persons who are acting for reasons relating to their business activities and who fulfil the requirements set out under article 2.3. After accessing the page "My Account", the Customer can select the

Products to purchase, putting them into the “Cart” where the content can always be reviewed before sending the Order. The Customer can always change the data entered during the ordering process until it sends the order.

7.3 Acceptance of the General Terms of Sale for Online Orders. When the Customer sends the Order, it declares that it has reviewed and accepted the General Terms of Sale for Online Orders indicated on the Site, and that it has reviewed all the instructions provided during the purchasing procedure.

7.4 Order confirmation. Once the Seller receives the Order, an automatic email will be sent to the email account given by the Customer, containing confirmation of receipt of the Order. The Order Confirmation will summarise the Products chosen by the Customer, related prices, number of the Order and the General Terms of Sale for Online Orders.

7.5 Agreement of the Contract. The Contract will only take effect when the Seller sends the Customer a separate email with the express acceptance of the offer to purchase; this email will also contain the information on the delivery of the products and the expected date of delivery (“Order Confirmation”). If the order comprises a number of deliveries, the Customer will receive separate Confirmations of Delivery. The Customer may cancel the order before receiving the Order Confirmation.

7.6 Lack of availability of the Products. The Seller does not guarantee full availability of the Products on the information sheets on the Site. If the Products are unavailable, the Seller will notify the Customer by email. The Seller cannot guarantee compliance with the date of delivery given in the Order Confirmation either, and may not be held liable for any delays in the deliveries.

If the Products ordered are not delivered, the Customer has the right to the full repayment of any amounts paid.

7.7 Customer data and Order number. The Customer undertakes to provide its own personal data and not the data of third parties, and to give truthful data that has not been made up. The Customer will have to use the Order number communicated by the Seller for all subsequent communications.

7.8. Review of orders The Customer may review its orders on the Site under “History of Orders”.

8. Payment methods, invoices, reservation of title

8.1. Payment methods. Italian or foreign Customers who purchase Products may pay by using one of the following payment methods: credit card, bank transfer, cash on delivery, cash order (the last two only for Italian customers with delivery of the Products in Italy).

8.2. Payment methods with credit cards. Credit card payments will have to be made following the instructions on the Site; the Seller accepts the following credit cards: Visa, MasterCard and American Express. If a Customer wishes to use a credit card as its payment method, it authorises the Seller to use its credit card and to debit the cost incurred using the service provided by stripe.com.

The Seller reserves the right to ask for a copy of the ID of the credit card owner.

8.3 Time of payment and default interest. The Customer will pay the full price of the Products ordered, including transport and packaging costs and the costs for the payment method chosen, after sending the Order. If payment is made by bank transfer / cash order, the Customer will have to pay in accordance with the time-frames agreed with the Seller and as indicated on the “Delivery Confirmation” containing the bank details and payment due dates. If payment is not made, the Seller may not deliver the Products and/or accept new Orders until full payment has been made for them.

If payment is made by credit card, the Seller will debit for the amount due by the delivery date of the Products.

If payment is delayed, the Customer will have to pay late payment interest in accordance with Legislative Decree 231/2002 as amended.

8.4 Issue of invoices. The Seller will issue one or more monthly invoices summarising all the deliveries made in the applicable month; the invoices will be sent in electronic format to the email address communicated by the Customer. No changes can be made to the fiscal documents after their issue.

8.5 Reservation of title. The Products will remain in the ownership of the Seller until full payment has been made for them, including delivery and packaging costs and the costs attached to the payment method chosen. The Customer undertakes not to do anything or carry out any action that would prevent the exercise of the reservation of title right by the Seller. If the Customer prevents the exercise of the reservation of title right by the Seller, the Seller will have the right to cancel all the orders accepted and not yet filled by sending the Products with immediate effect.

9. Delivery of the Products

9.1. Method and terms of delivery. The Products will be delivered using the way chosen by the Seller, in accordance with the stock availability of the products acquired.

9.2 Failure to collect the Products. Even if the Customer does not go to the address scheduled for delivery of the Products or if the package stored at the courier's storage depot is not collected, it will still be obliged to pay for the Products ordered in addition to any storage costs. The Customer authorises the Seller to charge the storage costs incurred due to a delay in the delivery of the Products caused by the Customer, by debiting the amount due through the credit card if the payment agreed was by credit card. If the Customer has chosen a bank transfer as the means of payment, it undertakes to pay the Seller the Product storage costs within 30 (thirty) business days from the request for payment by the Seller to the Customer via email.

9.3 Risk of loss or damage to the Products. The risk of loss or damage to the Products during transport will be borne by the Supplier until delivery to the Customer. The Products are sold with the goods return clause DAP (Delivered at place) Incoterms ® 2010, and therefore in the case of exports, the Seller is not obliged to clear the goods for import, pay any import fees or carry out any import customs formalities, and the Customer will have to pay the VAT applicable in its country.

9.4 Failure or delay in delivery. The Seller may not be considered liable for the failure to deliver or delayed delivery of the Products, especially in the following cases;

- a) If the Seller's suppliers have not delivered the goods in accordance with the terms agreed;
- b) if the Seller cannot obtain the unavailable Products for reasons outside its control.

In any case, the Seller will promptly notify the Customer of any lack of availability of the Products.

9.5 Failure to deliver or delayed delivery due to force majeure. The Seller will not be liable for the failure to deliver or delayed delivery due to force majeure, including and not limited to: strikes, orders by the public authorities, rationing or scarcity of energy or raw materials, transport difficulties, fires, flooding, earthquakes, war or insurrections. The Seller will promptly notify the Customer of the occurrence of a force majeure event and when it ends. If the force majeure event continues for more than 30 (thirty) days, each Party will have the right to withdraw from the Contract. In the case of withdrawal in accordance with this article, the Customer will not have the right to any indemnity or compensation of any nature, subject to the right to the return of anything already paid for the Product ordered.

10. Guarantee

10.1. Expiry and statutory limitation deadline If the Customer finds defects or problems in the Products acquired, it can contact the Seller within 8 days from discovery and make a complaint otherwise it will forfeit the right to do so. The guarantee is valid for 1 (one) year from delivery of the defective Product. Once that time period has passed, the Seller will not be liable for faults found by the Customer. If there are patent defects, the Customer will have to make a complaint about the defects within 10 (ten) days from the date of delivery of the Products, and the transport costs and any other costs to return the Products will be borne by the Customer.

10.2 Communication of the defect. The Seller will ask the Customer to describe the nature of the defect found in the most detailed way possible and if necessary, send a copy of the Order documents, indicating the number of the Order and any other useful information for the correct identification of the complaint.

10.3 Repair or replacement. The Seller will, in accordance with the case, make repairs and replacements of the Product within a reasonable amount of time from having reviewed the defect. If the Product is replaced or repaired, the guarantee period (forfeiture of right or statutory limitation) will run from the date of delivery of the repaired or replaced Products.

10.4 Return of the Products with defects. If the guarantee provides for return of the Product to the Seller, the Product will have to be returned by the Customer with the fully complete original packaging (including the documentation in the packaging and any accessories) within 10 days from communication of the defect.

10.5 Exemption from the guarantee. The Products will not be guaranteed against defects if the Customer has used the Products incorrectly or they have been altered or modified without the written agreement of the Seller, or have been stored inadequately considering the features of the Products, or were installed badly or without strictly complying with the detailed installation instructions.

10.6 Withdrawing defective Products. The Customer undertakes to support the Seller when withdrawing defective Products from the market if expressly requested by the Seller.

10.7 Products not installed by the Customer. The Seller does not guarantee Products that are not installed by the Customer in the exercise of its business activity.

11. Responsibility for the installation, the Product and damages

11.1 Responsibility for installation. The Products may not comply with the laws in effect or the law of the country where the Product is being sent. The Customer therefore bears all responsibility for installing the Products.

11.2 Responsibility for the Product. The Seller, to the extent permitted by law, declines all responsibility if the Product delivered does not comply with the law of the country where it was delivered, that is not Italy.

11.3 Responsibility for damages. The Seller is exclusively responsible for the direct and predictable damage from when the Contract is agreed unless there is wilful misconduct or gross negligence. Therefore, the Seller is not responsible for any losses suffered, loss of earnings or any other damage suffered by the Customer that is not the immediate and direct consequence of its breach or that could not have been predicted upon agreement of the Contract for sale.

12. Protection of intellectual property rights

12.1 Site. The content of the Site, including but not limited to the texts, photos, brands, pictures and description of the products, is the property and is managed by the Seller, and it cannot be copied, reproduced or shown in any way without the written agreement of the Seller.

12.2 Printing the material on the Site. The Customer may only print the material on the Site if it is authorised to do so by the Seller.

12.3 Brands. All trademarks (registered or not) and any other original work, distinctive sign or business name, image, photograph, written or graphic text, and more generally, any other intangible asset protected by the law and international agreements on intellectual property and industrial property reproduced on the Site, will remain the exclusive property of the Seller and/or its legal predecessors, without the access to the Site and/or agreement of the Purchase Contracts giving any rights to the Customer to them. Any use, including only partial, of the rights is prohibited without the prior written authorisation of the Seller, to whom all rights are reserved.

13. Early termination

13.1 Termination with immediate effect. Each Party may terminate this Contract with immediate effect, by communication in writing using a means of transmission that ensures the proof and date of receipt of the communication, in the event of the fundamental breach of the counterparty or in the case of exceptional situations that justify early termination.

13.2 Fundamental breach. The Parties agree that breach of articles 2.3, 8.3, 8.5, 9.2, 9.5 of this Contract will be considered to constitute a fundamental breach of the Contract. Additionally, any breach of the contractual obligations may be considered to be serious if, despite the written order to resolve the breach sent by one of the Parties, the Party who receives the order does not do what it was asked within fifteen (15) days.

13.3 Situations that justify early termination. The Parties agree that the following situations justify early termination of the contract: insolvency, arrangement with creditors, or other insolvency procedures, liquidation, transfer of assets to creditors, any substantial change to the control, ownership and/or management of one of the Parties, and any situation that could affect the ability of one of the Parties to fulfil the obligations under this Contract on a substantive basis.

14. Validity of the contract.

14.1 Invalidity of a clause. The nullity or invalidity of one clause will not mean that the entire Contract is null or invalid.

14.2 Replacement of the invalid clause. The Parties expressly agree that they will replace, where possible, the clause considered to be null or invalid with another provision that reflects their original intentions and complies with the content of the contractual relations between the parties.

15. Non-prejudice clause

The failure by the Seller to exercise any rights set out under this Contract will not mean that it waives the right to exercise that right at a later time with respect to the Customer, on the basis of different situations and/or to apply other provisions of the Contract.

16. Communications - Language of the Contract

16.1. Written form. The communications provided for under this Contract must be in written form in Italian or in English, and sent by the Customer to the following address of the Seller:

Donati S.p.A.

Via Vincenzo Bellini, 34

20049 - Settala

Milan - Italy

Tel: +39-02.9240133

Fax: +39-02.9240135

e-mail: amministrazione@donati.it

16.2 Language. This Contract, drawn up in Italian, may be translated by the counterparty into another language. If there is a conflict in the terms, the Italian version shall prevail.

17. Applicable law

These General Terms of Sale for Online Orders are governed by Italian law.

18. Mediation and Arbitration clause

18.1 Mediation. Any dispute regarding the interpretation, performance, validity or termination of this Contract will be subject to an attempt at mediation, on the basis of the mediation laws in effect for the Italian Delegation of the Centre de Médiation de l'Europe, la Méditerranée et le Moyen Orient (the Centre) (division of the Centre Européen d'Arbitrage ed de Médiation, with headquarters in Strasbourg) registered with the Register of the Ministry of Justice at no. 206, by a mediator appointed by the Italian Delegation or its applicable Section. Place of mediation: Milan Language: Italian.

18.2 Arbitration Clause. If the attempted mediation is unsuccessful, within forty-five (45) days from filing the application for mediation, or in any other timeframe agreed between the Parties, the dispute will be referred for decision by a single arbitrator to be appointed by the Italian Delegation of the European Arbitration Court (with headquarters in Strasbourg) who will decide on the basis of the national fast-track procedures of the Italian Delegation of said Court, which the Parties declare that they accept. The single arbitrator will decide in accordance with the law. The arbitration will take place in Milan. Language: Italian.

18.3 Urgent measures. In any case, the Parties reserve the right to apply to the applicable legal authorities if required to obtain an urgent measure to protect their rights.

In accordance with the provisions of articles 1341 and 1342 of the Italian Civil Code, the Customer states that it specifically accepts the following unfair clauses:

article 6 "Prices"; article 8 "Payment methods, invoices, reservation of title"; article 9 "Delivery of Products"; article 10 "Guarantee"; article 11.1 "Responsibility for installation"; article 12 "Protection of intellectual property rights"; article 13 "Early termination"; article 14 "Validity of the Contract"; article 16.2 "Language"; article 17 "Applicable Law"; article 18 "Mediation and Arbitration clause".