

## GENERAL TERMS AND CONDITIONS OF SALE – LEGNOBOTTI S.R.L.

### 1. Scope of Application

These General Terms and Conditions of Sale govern all contracts between Legnobotti S.r.l. and the Customer, unless otherwise expressly agreed in writing by a legally authorized representative. Any purchase conditions provided by the Customer shall not apply unless expressly accepted in writing.

### 2. Order Confirmation and Modifications

Issuance of the order confirmation by Legnobotti constitutes binding acceptance of the order. Any changes or cancellations requested by the Customer shall be binding only if accepted in writing.

### 3. Warranty

Legnobotti guarantees that the materials supplied are free from manufacturing defects for a period of 12 months from the delivery date. Any misuse or use outside the intended purpose voids the warranty. The suitability for the Customer's specific application is under the Customer's responsibility.

### 4. Delivery

Delivery dates are indicative unless otherwise agreed in writing. Delays do not entitle the Customer to cancel the contract or claim penalties/compensation unless explicitly agreed.

### 5. Shipment and Transport

Goods travel at the Customer's risk, unless otherwise agreed as "delivery duty paid." Any transport organized by Legnobotti is to be considered an ancillary service.

### 6. Documentation

The Customer must indicate all necessary references in the order (job number, delivery address, collection authorization, etc.). Legnobotti will provide the agreed technical and quality documentation.

### 7. Non-Conformities and Complaints

Visible defects must be reported within 8 days from delivery. Hidden defects must be reported within 8 days of discovery. If the complaint is valid, Legnobotti will replace or repair the material. No further liability shall be accepted.

### 8. Nature of Service – Limitation of Liability

Pursuant to Article 11-bis of Legislative Decree 286/2005, as amended by Law 105/2025, packaging, palletization, and handling activities performed on behalf of the carrier or within the logistics chain are to be considered **ancillary transport services**. In such cases, Legnobotti acts as **an auxiliary of the carrier** and **shall not be held liable** for damage, shortages, or deterioration **after the goods have been handed over** to the carrier or third parties appointed by them, **except in cases of willful misconduct or gross negligence**.

Where packaging is requested directly by the customer (and not by the carrier), the service is to be considered a **standalone technical accessory activity**. Even in such cases, Legnobotti's liability **ends upon handover** of the goods to the carrier or third parties appointed by the customer, **except in cases of willful misconduct or gross negligence**.

There is **no obligation to return, retrieve, or restore packaging** or handling units, unless otherwise agreed in writing.

Any claims related to packaging must be raised **before** the goods are taken over by the carrier.

## 9. Invoicing and Payments

Invoices are issued upon delivery of goods. Payments must be made in accordance with the agreed terms. Disputes do not entitle the Customer to delay or suspend payments.

## 10. Late Payments

Failure to comply with payment terms entitles Legnobotti to suspend further supplies and to request immediate payment of all outstanding amounts.

## 11. Penalties and Liability

Any penalties must be explicitly agreed in writing. Legnobotti shall in no case be liable for indirect damages or consequential losses.

## 12. Packaging and Marking

Unless otherwise agreed, packaging is carried out according to Legnobotti's usual standards, compliant with applicable regulations. Any special request must be agreed upon and may incur additional costs.

## 13. Intellectual Property and Confidentiality

All drawings, designs, diagrams, and documents provided by Legnobotti remain its exclusive property and may not be used, disclosed, or reproduced without written authorization.

## 14. Access to Facilities

Access to Legnobotti's premises by the Customer or their delegates for inspections or verifications is allowed only upon written approval and with at least 7 days' notice.

## 15. Assignment of Contract

The Customer may not assign the order or contract to third parties without written authorization from Legnobotti.

## 16. Governing Law and Jurisdiction

The contract is governed by Italian law. The exclusive jurisdiction for any dispute is the Court of Brindisi.

## 17. Code of Ethics and Liability under Legislative Decree 231/2001

The Customer acknowledges that Legnobotti has adopted a corporate Code of Ethics and undertakes not to engage in conduct that conflicts with the principles of Legislative Decree 231/2001. Breach of this obligation constitutes material breach of contract.

## 18. Data Protection

The parties undertake to comply with European and national data protection laws (EU Reg. 679/2016).

## 19. Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.