



"GENERAL CONDITIONS OF SALE"

BIALETTI INDUSTRIE S.p.A.

In force since January 1, 2020

Rev. 00

This document contains the General Conditions of Sale governing the relationships of sale and/or supply of goods and services between Bialetti Industrie S.p.A. (hereinafter, the "Seller" or "BIALETTI") and its customers (hereinafter, the "Purchaser/s"), for any type of product and/or service (Seller and Purchaser jointly referred to as "Parties").

The General Conditions of Sale (hereinafter, the "General Conditions") may be derogated from the provisions of a written agreement or an order only where expressly established and expressly accepted in writing by both Parties.

The General Conditions form an integral and substantial part of every offer and order confirmation issued by Bialetti Industrie S.p.A.

Definitions:

Bialetti: Bialetti Industrie S.p.A.

Bialetti Group: Bialetti Industrie S.p.A. and its subsidiary and controlled companies.

Contract: contractual relationship of supply or sale between Seller and Purchaser, governed by the set of Order, Order Confirmation and General Conditions, in addition to any special conditions agreed in writing, in relation to the specific type of product and/or service.

Customer/s: the Purchaser and/or other clients of Bialetti.

Description of Products: the descriptions of products bearing the Bialetti Trademark, in relation to which Bialetti owns the copyright.

Final Consumer/s: the consumer as defined in Article 3, 1st paragraph, lett. a) of the Italian D.Lgs. No. 206/2005 (so-called "Consumer Code"), who purchases the Product/s from the Purchaser.

General Conditions: the present General Conditions of Sale, published on the website www.bialetti.com and/or www.bialetti.it.

License of use or License: authorization by the Seller to the Purchaser to use the Trademarks, Photographs of Products and/or Descriptions of Products, in compliance with the Regulation for the Use of the Trademarks and Photographs of Bialetti Industrie S.p.A., available on the website www.bialetti.com and/or www.bialetti.it.

Offer: the document – including price lists – that Bialetti submits to the Purchaser in order to check the availability of the latter to place an Order.

Order: document issued by the Purchaser and transmitted to Bialetti for its acceptance, by which the Purchaser requests Bialetti to supply products and/or services. The additions to the Order accepted by Bialetti after the finalisation of the Contract are also included in the definition of "Order".

Order Confirmation: document issued by Bialetti, in which the latter confirms to the Purchaser the acceptance of the Order, by this finalising the Contract. Such document may be issued by Bialetti also in the form of a pro-forma invoice.

Parties: the Purchaser and Bialetti.



Bialetti Industrie S.p.A.

Sede legale e amministrativa / Registered Office
ITALY (BS) - 25030 Coccaglio - Via Fogliano, 1
T +39 030 7720011 - F +39 030 7722389

Partita IVA / VAT Number IT 03032320248
Cap. Soc. i.v. / Share Capital € 11.454.798,30
www.bialettigroup.com – info@bialettigroup.com



Party: the Purchaser or Bialetti, as the case may be.

Photographs of Products: photographs of the products bearing the Bialetti Trademark, in relation to which Bialetti owns the rights of economic exploitation pursuant to Article 88 of the Italian law No. 633/1941 (so called "Copyright Law").

Price/s: the consideration indicated in the Order Confirmation.

Product/s or Good/s: the good/s specified in the Order Confirmation.

Purchaser/s: the customer/s of Bialetti, who places/place a purchase Order to Bialetti for the supply of Goods and/or Services.

Service/s: the service/s specified in the Order Confirmation.

Seller: Bialetti Industrie S.p.A.

Supply: entire object of the Order Confirmation.

Trademark/s or Bialetti Trademark/s: any trademark or brand owned by Bialetti Industrie S.p.A. or by its subsidiary or controlled companies.

GENERAL CONDITIONS OF SALE

1) INTRODUCTION

1.1 The effectiveness of the Contract is subject to the acceptance of these General Conditions by the Purchaser, who must return them to the Seller countersigned for acceptance by its legal representative or by an authorized attorney.

All subsequent Contracts with the same Purchaser will be subject to the General Conditions, as in force from time to time.

Where a commercial agreement and/or individual purchase/sale agreements in which Bialetti acts as a seller is/are already in force, these General Conditions constitute an addition to such agreements.

All the Offers and Order confirmations sent by the Seller to its Customers make reference to these General Conditions.

1.2 In case of failure to return the General Conditions duly signed, the Seller will have the right to cancel the Purchaser's Order. However, the performance of the Contract by the Purchaser will be considered as tacit acceptance of these General Conditions by the Purchaser.

1.3 The acceptance, express or tacit, constitutes a waiver by the Purchaser of the application of its own Conditions of Purchase, general and particular. Any condition contained in the Order that modifies, contrasts or contradicts these General Conditions will be considered as invalid and not applicable, unless otherwise agreed in writing between the Parties.

1.4 The Seller reserves the unquestionable right to modify the General Conditions at any time, giving notice in writing to Customers. Failure

by the Purchaser to raise any objections to the above within 5 (five) working days from receipt of such written notice shall be deemed as a tacit acceptance by the Purchaser of such modifications. The Order is intended as an irrevocable offer to purchase, which shall be considered accepted by the Seller only after issuance of the Order Confirmation or after fulfilment of the Order itself.

1.5 These General Conditions may be expressly waived by a written agreement between the Parties (hereinafter, the "Waiver Agreement") or by the Order Confirmation itself. In case of discrepancies, the prevalence order shall be the following: the Order Confirmation shall prevail over the Waiver Agreement, the Waiver Agreement shall prevail over the General Conditions. In the absence of specific provisions contained in a supply or distribution agreement in written form, the Purchaser shall not have any exclusive right to resell the Products in a specific territory and/or to specific customers.

1.6 Each Party can communicate with the other Party by electronic means and this communication shall be equivalent to a written document, having full validity between the Parties, without prejudice to the provisions of mandatory laws. In particular, the Parties expressly agree that the Order submitted by electronic means will be considered by the Parties to be equivalent to written documents, with the same mandatory and binding nature, without prejudice to the provisions of mandatory laws.



Bialetti Industrie S.p.A.

Sede legale e amministrativa / Registered Office
ITALY (BS) - 25030 Coccaglio - Via Fogliano, 1
T +39 030 7720011 - F +39 030 7722389

Partita IVA / VAT Number IT 03032320248
Cap. Soc. i.v. / Share Capital € 11.454.798,30
www.bialettigroup.com - info@bialettigroup.com



2) ORDER PROCEDURES

- 2.1 All Orders shall be submitted in writing and shall be complete with every detail necessary for the correct identification of the ordered Products and/or Services. The Seller shall have the right not to accept Verbal Orders, Orders placed by telephone or Orders that do not meet the above requirements..
- 2.2. The Purchaser may request by written notice the cancellation or modification of the Order only before the Seller issues the Order Confirmation.
- 2.3. The Seller, at its sole discretion, has the right not to accept requests for cancellation or modification of the Order in relation to the progress of the Order. In order to be effective, modifications and cancellations of the Order shall be expressly accepted in writing by the Seller.
- 2.4. Within 2 (two) working days from receipt of the Order Confirmation, the Purchaser shall notify in writing to the Seller any objections to the contents of such Order Confirmation. In case of failure by the Purchaser to comply with the aforesaid deadline, the contents of the Order Confirmation shall be deemed to be fully accepted by the Purchaser and shall not be further modified.
- 2.5 The Order Confirmation issued by Bialetti in case of acceptance of the Purchaser's Order is subject to changes depending on the availability of the Goods by the date scheduled for delivery of such Goods. Any failure or delay in the supply of the Goods to the Purchaser by Bialetti due to the unavailability of such Goods by the date scheduled for delivery cannot therefore qualify as Bialetti's failure to fulfil its obligations towards the Purchaser and any liability of Bialetti in relation to this shall therefore be excluded, without prejudice in any case to the provisions of Article 4.6 of these General Conditions.
- 2.6 In the event that the Goods object of Bialetti's Order Confirmation are not available for delivery to the Purchaser within 6 (six) months from the transmission of the Order Confirmation to the Purchaser by Bialetti (hereinafter, the "Unavailable Goods"), Bialetti shall be entitled to terminate the Contract having at object the supply of such Unavailable Goods, by giving written notice to the Purchaser. In any case, the effects of the Contract in relation to the supply to the

Purchaser of Goods other than Unavailable Goods shall remain unaffected.

- 2.7. The Seller shall remain in any case entitled - also after issuance of the Order Confirmation - to make technical changes to the ordered Products, where such changes are deemed necessary by the Seller (e.g. for product safety reasons) at the sole discretion of the latter.

3) PRICES AND CONDITIONS OF PAYMENT

- 3.1. The Offers of the Seller, unless express written derogation contained in the Offer itself, are valid for a maximum of 30 days from the issue of the Offer itself. After such deadline, the Offer will automatically lapse.
- 3.2. Prices listed on price lists and publications are intended to be net of VAT and do not include duties, insurance, transport costs and, in general, tax or financial charges connected with the sale. The Seller has the right to make changes to the price lists, giving express notice to Customers also by means of publications on its websites: i) without prior notice, where such changes are due to force majeure, including changes in the prices of raw materials, changes in the amount of duties and/or any taxes, shortage and/or difficulties in the supply of raw materials, restriction of energy sources, strikes, riots, government measures, embargoes and other events beyond the Seller's control; ii) with at least 60 (sixty) days' notice, in all other cases. The prices applied to the Order shall be those in force at the time of issuance of the Order Confirmation or those other prices specifically agreed between the Parties in writing.
- 3.3. Payments must be made in the manner and within the terms established between the Parties even in the event of delay in delivery or of total/partial loss of the Goods, which is not attributable to the Seller. In the case of payment by instalments, failure by the Purchaser to pay a single instalment at the relevant due date entails the obligation of the Purchaser to pay the balance of the other due instalments pursuant to Article 1186 of the Italian Civil Code. Payments by means of checks, bills, drafts and bank receipts are considered to be made only when cashed by the Seller.
- 3.4. Commercial invoices which are not contested by the Purchaser within 5 (five) days from the





- date of their receipt shall be deemed to have been definitively accepted by the Purchaser.
- 3.5 In derogation to article 1460 of the Italian Civil Code, the Purchaser shall in no case interrupt or delay payments pending any possible claim or objection with regard to the fulfilment by the Seller of its obligations.
- 3.6. In the event of delayed payments, the Purchaser shall be required to pay commercial interests pursuant to and for the purposes of Italian Law No. 231/2002, without the need of any prior formal notice and without prejudice in any case to the right of the Seller to claim further damages.
- 3.7. In case of:
- (i) delay in the fulfilment by the Purchaser; or
 - (ii) credit exposure of the Purchaser towards the Seller or reduction in the Purchaser's secured credit (risk of default) (including the cancellation of any secured credit previously granted to the Purchaser); or
 - (iii) transfer of business or branch of business by the Purchaser or change of control;
- the Seller shall have the right, at its sole discretion, to:
- (a) require prepayment or cash on delivery or the provision by the Purchaser of appropriate securities;
 - (b) suspend in whole or in part the fulfilment of Orders in progress at the date of default, in which case the Purchaser shall bear all additional costs arising from such suspension;
 - c) revoke the agreed payment by instalments, thus making the entire amount due from the Purchaser immediately payable.

4) DELIVERY

- 4.1. Unless otherwise agreed in writing between the Parties, the Goods will be supplied according to Incoterms® 2020 EXW Coccaglio (BS). Pursuant to Article 1510, paragraph 2 of the Italian Civil Code, the Seller fulfils its obligation to deliver the Goods by entrusting such Goods to the appointed carrier; the risk related to load and transport shall be therefore borne by the Purchaser.
- 4.2 The delivery terms indicated in the Order Confirmation are merely indicative and are subject to changes by the Seller; consequently, the Seller shall not be held liable for its failure to comply with such delivery terms. Such delivery terms run in any case from the day of acceptance of the Order by the Seller.

- 4.3. The Seller shall be entitled to make split or partial deliveries and, in such case, each delivery will be invoiced separately, according to the payment terms set out in the Contract.
- 4.4 Upon delivery of the Goods according to the delivery term set forth in Article 4.1, the Purchaser is required to verify the quality and quantity of the Goods. In the event of defects that are blatant or immediately noticeable, the Purchaser may not accept the delivery, thus omitting to sign the transport document for receipt and shall communicate the reasons for its refusal to the Seller. In case of deliveries pursuant to Incoterm® FCA Coccaglio (BS) or EXW Coccaglio (BS), any defects shall be immediately reported by the carrier and notified by means of a written reservation in the transport document.
- 4.5 The Seller shall not be liable for any delays in delivery in case of:
- force majeure, shortage and/or difficulties in the supply of raw materials, restriction of energy sources, strikes, riots, governmental measures, embargoes and other events beyond the Seller's control;
 - delays attributable to the Purchaser, i.e. to the failure or late communication by the latter of data essential for the fulfilment of the Order;
 - failure by the Purchaser to comply with the terms and conditions of payment, pursuant to Articles 1460 and 1461 of the Italian Civil Code.
- 4.6. Delays attributable to the Seller may give rise to any compensation only if liquidated damages have been expressly agreed in writing between the Parties, excluding the greater damages, and in any case up to a maximum amount equal to the value of the consideration due to the Seller. In such case, the Purchaser hereby expressly authorizes the Seller to set off any amounts due by the latter as liquidated damages pursuant to this Article 4.6 against the other amounts provided for by the Contract.
- 4.7. The Purchaser shall accept the delivery and collect the Goods even in case of partial deliveries or deliveries after the agreed date. The Purchaser shall bear all costs arising from its failure to accept delivery and collect the Goods, including storage costs and the risk of deterioration and depreciation.
- 4.8. In case of changes to the Order, which have been agreed by the Parties pursuant to Article 2.3 of these General Conditions, the delivery term will be automatically extended by the





time necessary to fulfil the Order as modified and accepted by the Seller. The delivery term will start in any case from the day of Seller's acceptance of the modified Order.

- 4.9. The consideration for the Supply includes the cost of packaging, according to the standard determined by the Seller.
The Purchaser shall bear the costs of any special packaging and labelling required by the Purchaser, which shall be agreed between the Parties.

5) SALES WARRANTY AND SELLER'S LIABILITY

- 5.1. The Seller warrants that the supplied Goods comply with the Order specifications, comply with the rules and regulations in force in the Seller's country, are suitable for the requested use and are free from defects that make it unsuitable for use.
- 5.2. Within 8 (eight) days from receipt of the Goods at its premises, the Purchaser shall notify the Seller in writing of any non-conformities and defects of the Goods. In case of hidden defects, the aforesaid term will run from the discovery of the defect, provided that the report is made, under penalty of forfeiture, within a maximum of 1 (one) year from the delivery of the Goods according to the delivery term set forth in Article 4.1. The claim shall be made in writing and shall be accompanied by suitable photographic documentation; the claim shall also be addressed to the Seller by e-mail. The claim shall also indicate all the data necessary to trace the relevant shipment: number of the Order, transport document, number and date of the invoice, etc. Any claims received after the expiry of the above mentioned terms shall be considered as void by the Seller, with consequent inapplicability of the warranty referred to in this article. The applicability of any relevant regulations from time to time, as well as of any special agreements between the Parties shall remain in any case unaffected.
- 5.3. Within a reasonable term (indicatively not exceeding thirty working days) from receipt of the claim made by the Purchaser pursuant to Article 5.2, the Seller shall assess the validity of such claim and inform the Purchaser in writing of its decision whether or not to accept the claim. It is understood between the Parties that, in the event that the Purchaser's

claim does not meet all the requirements set forth in Article 5.2, the aforesaid indicative term will start from the receipt by the Seller of a claim fully compliant with such requirements. Furthermore, in case - in the Seller's unquestionable judgement - the information and documentation provided by the Purchaser in the claim is not sufficient, the Seller shall have the right to collect the Goods from the Purchaser's premises in order to carry out an analysis of such Goods; in such case, the aforesaid indicative term will start from the day on which the Goods will be available for verification by the Seller's Quality Office at the latter's premises.

- 5.4. In the event that the Seller accepts the claim made by the Purchaser pursuant to Article 5.2, the Seller, at its sole discretion and in relation to the state and type of the Goods, may alternatively:
- repair/replace the defective Goods; or
 - issue a credit note, it being understood between the Parties that such credit note shall be subject to set-off against any invoices issued by the Seller in relation to purchases made by the Purchaser; or
 - order the collection of the goods, it being understood that any return of the Goods shall be agreed in advance with the Seller and may only be made with the Seller's prior written consent.
- Any claim or complaint beyond the terms expressly set forth in the General Conditions shall be void and the relevant Goods shall be deemed to be compliant in all respects.
- 5.5. Except in cases of fraud or gross negligence of the Seller and other cases where the Seller's liability is established by mandatory rules of applicable law, in no case shall the Seller be liable for:
- a) indirect, consequential, incidental or punitive damages;
 - b) damages for production shutdown, loss of profit or revenues, loss of financial interests, loss of information and/or data, loss of use of power plant, cost of purchase or replacement of energy;
 - c) loss or damage to property, or resulting from claims by third parties;
 - d) any damage, for whatever reason whatsoever, that the Customer is required to compensate to third parties.
- 5.6. The Seller shall be liable for defects in the Product only if they are attributable to any design or production defect and/or in any case





resulting from the direct responsibility of the Seller.

In any case, the Seller shall not be liable for damages caused by uses of the Products other than those established by specific standards and rules or indicated in the technical documentation delivered by the Seller, or by uses not known to the Seller at the time in which the Contract was finalized and/or by events falling under the exclusive competence of the Purchaser and/or over which the Seller cannot exercise its direct control, or which, in any case, cannot be univocally attributable to direct and exclusive responsibility of the Seller.

- 5.7. The warranty does not apply in the event of tampering with the Goods and/or of deterioration of the Goods due to causes not attributable to the Seller, including normal wear and tear, use of the Goods outside the limits of customary use or use established by appropriate standards and rules or indicated in the technical documentation delivered by the Seller, bumps, falls or scratches due to the use of inappropriate tools, modifications made internally by the Purchaser, installations, maintenance or repairs carried out by unauthorized third parties, incorrect storage of the Goods, transport or circumstances which in any case are not attributable to manufacturing defects of the Product.
- 5.8. All warranty services or interventions will be suspended, without the need of any prior notice, in the event of insolvency or delayed payment by the Purchaser. Furthermore, the Purchaser shall in no case interrupt or delay payments pending a warranty intervention under this Article 5.
- 5.9. Seller and Purchaser explicitly establish the total value of the Supply as the upper limit of the Seller's economic liability.
- 5.10. The Seller declares that it has taken out adequate insurance policies to cover any liability that may arise in relation to the supplied Goods.
- 5.11. Without prejudice to the provisions of Articles 5.1 to 5.10 the Seller, where indicated in the instruction manual included in the related packaging, offers to the Final Consumers a warranty on the purchased Products for a duration of 2 (two) years from the date of the related purchase, the terms of which are regulated in the instruction manual (hereinafter, the "Warranty for the Final Consumer"). This Warranty for the Final

Consumer, in particular, refers only to manufacturing defects of the Products and does not apply in the event of improper use or use that does not comply with the terms of the instruction manual, deterioration of the Products for reasons not attributable to the Seller, including normal wear and tear, shocks, falls or scratches due to the use of inappropriate tools, installation, maintenance or repairs carried out by unauthorized third parties or circumstances which are in any case not attributable to manufacturing defects of the Product.

6) PURCHASER'S LIABILITY FOR RESALE OF GOODS IN EXTRA-UE STATES AND INDEMNIFICATION

- 6.1. In the event that the Purchaser intends to export and/or resell the Products in countries other than the Member States of the European Union (hereinafter, the "Extra-EU States"):
- (i) the Purchaser, when sending the Order to the Seller and, in any case, before receiving the Order Confirmation, shall inform the Seller in writing of any requirements prescribed by the legislation in force in the aforementioned Extra-UE States for the purpose of importing and/or selling the Products in these Extra-UE States (the "Requirements");
 - (ii) the Seller will communicate in writing to the Purchaser:
 - the possibility or, alternatively, the impossibility to manufacture and to supply the Purchaser with Products which comply with the aforementioned Requirements;
 - the costs related to the possible and necessary changes to the Product in order to conform the Products to the aforementioned Requirements. It is understood between the Parties that the aforementioned costs will in any case be borne by the Purchaser.
- 6.2. It is understood between the Parties that the Purchaser is liable for the full compliance of the Products with all existing laws, rules, regulations and requirements in relation to the Products in the non-EU States in which the Purchaser intends to export and/or resell the Products. The Purchaser therefore undertakes to indemnify and hold Bialetti harmless from any direct or indirect damage, sanction, fine or claim of third parties arising from or in any way connected to the non-compliance of the Products with the laws, rules, regulations and requirements existing in





relation to such Products in the Extra-EU States in which the Products are imported and/or sold.

7) TERMINATION OF THE CONTRACT

- 7.1. In case of total or partial non-payment or violation of these General Conditions by the Purchaser, the Seller shall have the right to suspend the Supply and the related warranties. .
- 7.2. The Seller shall furthermore have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code in the following cases:
- (a) transfer of business or branch of business by the Purchaser or change of control of the company of the Purchaser;
 - (b) The Purchaser goes into liquidation, or is subject to bankruptcy proceedings of any kind or to extraordinary administration or applies for admission to such proceedings;
 - (c) Delay by the Purchaser even in a single payment due to the Seller, of more than 60 days from the date on which the claim became due;
 - (d) violation by the Purchaser of its obligations pursuant to articles 6, 8 and 9.2.
- 7.3. It is understood between the Parties that the Purchaser is required to inform the Seller in writing without delay of the occurrence of the circumstances referred to in art. 7.2 letter a) and letter b).

8) INTELLECTUAL AND INDUSTRIAL PROPERTY, CONFIDENTIALITY AND PRIVACY

- 8.1. The use of the Trademarks, Photographs of Products and Descriptions of Products is regulated by the related Regulation for the Use of the Trademarks and Photographs of Bialetti Industrie S.p.A., available on the website www.bialetti.com and/or www.bialetti.it.
- In case the Purchaser is interested in obtaining the right to use the Trademarks, Photographs and/or Descriptions of Bialetti Products, it shall in any case obtain, specifying the reasons and purposes of the request, the Licence of use by the Seller.
- The Purchaser shall not use or reproduce the Trademark with shapes, colours and proportions other than those expressly

described in the technical specifications published on the website www.bialetti.com and/or www.bialetti.it.

In no case will the Licence of use imply the right for the Purchaser to create websites and/or register or otherwise use Internet domains containing one or more Bialetti Trademarks, both in Italy and abroad, with any extension and in any language.

The Purchaser is required to clearly indicate the connection between the Trademark used and the products and services of Bialetti Industrie S.p.A., in order to avoid the risk of confusion with third parties' products and services. The Trademark must be well connected to Bialetti products and kept separate from the products of competitors; in no case may it be used in connection with products and services other than those of Bialetti.

The License to use the Trademarks, Photographs of Products and Descriptions of Products is limited to the duration of the contractual relationship between the Seller and the Purchaser.

Bialetti Industrie S.p.A. shall have the right to revoke the License at any time, subject to adequate notice.

In any case, the Purchaser undertakes not to use, after the expiration, termination or cessation of the Contract, any company or corporate name, sign or trademark that may be confused with the Bialetti Trademarks, or otherwise likely to cause deception or confusion with the products and services of others.

- 8.2. The Seller retains ownership of all projects, technical documents and know-hows relating to the Supply and protected by trademark and patent laws.
- 8.3. The Purchaser declares and guarantees pursuant to Article 1381 of the Italian Civil Code that its employees, agents, collaborators, contractors, subcontractors and any other person appointed by the Purchaser will keep confidential the technical documents and information that the Purchaser will receive from the Seller in the course of the contractual relationship.
- 8.4. The Seller guarantees that the information and personal data communicated to it will be processed in full compliance with the applicable law on the protection and processing of personal data. Personal and commercial data relating to the Contract will be collected and stored by the Seller in order





to fulfil legal obligations. In case of refusal to provide personal and fiscal data, the Seller will be unable to provide the requested supply.

8.5. The Purchaser may exercise the rights set out in Chapter III of EU Regulation 2016/679. The data controller is Bialetti Industrie S.p.A., Via Fogliano n. 1, 25030 Coccaglio (BS).

9) D.LGS NO. 231/2001 AND CODE OF ETHICS

9.1 The Purchaser acknowledges that Bialetti Industrie S.p.a. is required to comply with the Organizational Model and the Code of Ethics approved by the competent bodies, in compliance with the provisions of the Italian Legislative Decree No. 231/2001.

9.2 The Purchaser undertakes as of now to comply with the provisions of the Organizational Model and the Code of Ethics, available at the registered office or on the website www.bialetti.com and/or www.bialetti.it.

9.3 Any violation by the Purchaser of the provisions referred to in this article, as well as of any provision of the Code of Ethics or of the Model, will entitle the Seller to immediately terminate the Contract, without prejudice to any request for compensation in case from such behavior derive damages to the Seller.

10) APPLICABLE LAW AND JURISDICTION

10.1. The law applicable to the Contract is the Italian Law.

10.2. In case the Purchaser has its headquarters in a Member State of the European Union, any dispute arising from the interpretation and application of these General Conditions and of the Contract shall be finally settled under the exclusive jurisdiction of Italy and the legal venue shall be exclusively the forum of Brescia.

10.3. In case the Purchaser has its registered office in a country other than a Member State of the European Union, any dispute arising from the interpretation and application of these General Conditions and of the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Paris, France and the language of the arbitration proceeding shall be English. Notwithstanding the above, should either Party seek urgent judicial relief against the other Party by means of interim measures or

any equivalent legal remedies, such Party shall be entitled to apply for such relief to any Court having jurisdiction thereon pursuant to the Italian Code of Civil procedure.

11) GENERAL AND FINAL PROVISIONS

11.1. Should one or more clauses of these General Conditions or other agreements between the Parties be declared invalid, the other clauses shall remain fully valid. Any void or invalid clause shall be replaced by a valid one that comes closest to the purpose of the invalid one.

11.2. The sale or transfer of the Contract within the Bialetti Group does not require the Purchaser's consent. On the contrary, the Purchaser may assign or transfer to third parties the rights and obligations arising from this Contract subject to the prior written acceptance by the Seller.

I accept these General Conditions published on the website www.bialetti.com and/or www.bialetti.it and referred to in the Order Confirmations.

Signature for acceptance:

Pursuant to and for the purposes of art. 1341 and 1342 cod. civ. the Purchaser furthermore declares to accept all the conditions and agreements contained therein and to have particularly considered what has been established and agreed with the related clauses; in particular it declares to specifically approve the clauses and conditions listed in the following clauses: 1. Introduction; 1.2 Right of the Seller to cancel the Order; 1.3. Renunciation by the Purchaser to the application of its own Conditions of Purchase; 1.4. Right of the Seller to unilaterally modify the General Conditions and term of forfeiture of the Purchaser's right to raise objections; 2. Order Procedures; 2.4. Forfeiture of the Purchaser's right to formalize objections to the content of the Order Confirmation; 2.5. Limitation of Seller's liability for failure or delay in delivery of the Goods; 2.6. Seller's right to terminate the Contract having at object the supply of the Unavailable Goods; 3. Prices and Conditions of Payment; 3.5 Derogation to Purchaser's rights pursuant to article 1460 of the Italian Civil Code; 3.7. Seller's right to suspend the fulfilment of the Contract and to unilaterally modify the terms of payment; 4. Delivery; 4.2., 4.5. and 4.6. Limitation of Seller's liability in case of delay in delivery; 4.4. Obligation of the Purchaser to report discrepancies in the Goods at the time of delivery; 5. Sales Warranty and Seller's Liability; 5.5. and 5.9. Limitation of liability in favour of the Seller; 5.8. Suspension of warranty services and interventions; 10. Applicable Law and Jurisdiction; 10.2. Derogation from applicable Jurisdiction; 10.3 Arbitration clause. 11 General and Final Provisions: 11.2. Limitation to the assignability of the Contract by the Purchaser.

Signature for acceptance:

