



EMPOWERED PERFORMANCE

GENERAL SALE CONDITIONS

OMAL S.p.A. Società Benefit



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GENERAL PROVISIONS

These General Sale Conditions apply to any Contracts (as hereunder defined) executed between OMAL S.p.A. Società Benefit ('OMAL') and its Clients ('Clients' and, individually, 'Client'), being an integral and essential part hereof, save as otherwise agreed between the Parties.

The terms with capital letters herein shall have the meaning as hereunder specified:

- (i) 'Contract' means the purchase by the Client of the Products and Services, as accepted and confirmed by OMAL (by sending order confirmation), including the General Sale Conditions, save as otherwise agreed between the Parties;
- (ii) 'Business Day' means any day when the banks are open for the ordinary activity in Italy;
- (iii) 'Parties' means, collectively, the Client and the OMAL;
- (iv) "Products" means (x) products manufactured by OMAL, (y) products manufactured by OMAL assembled with products manufactured by third parties, (z) products manufactured by third parties sold by OMAL including related services (such as commissioning tests, inspections, technical documentation, after-sales assistance provided by OMAL directly or through third parties).

The characteristics and performances of OMAL Products are shown in the general catalogue of OMAL products, as updated from time to time, available at www.omal.com or in the offer eventually sent by OMAL to the Client and/or in the technical documentation eventually provided by OMAL in compliance with clause 9.1 of these General Sale Conditions. The characteristics and the performances set out in the abovementioned documentation refer to any single Products and can be modified by OMAL due to the Product configuration requirements as detailed by the Client in the Contract.

To the extent specified in the Contract, the Products shall be accompanied by a declaration of conformity with the purchase order or with the control document in accordance with the rule EN 10204.

1. THE CONTRACT

1.1 The orders shall be in writing and confirmed in writing by OMAL. Unless otherwise agreed in writing by the Parties, the conclusion of the Contract implies automatically the application of these General Sale Conditions. Therefore, save for any different written arrangement of the Parties, no other/further terms or conditions in respect to those set out in these General Sale Conditions and in any Contract (included, without limitation, any terms and conditions of the Client) shall be binding for OMAL.

1.2 OMAL reserves the right to modify and/or amend these General Sale Conditions at any time. Any such amendments shall apply to all Contracts executed by the Parties after the date on which the updated General Sale Conditions are published or notified to the Client.



1.3 The minimum amount for each order is of Euro 500,00 (five hundred and zero cents). OMAL shall not accept orders with a lower amount, save as otherwise agreed in writing by the Parties.

1.4 The Client shall have the right to withdraw from the Contract within two business days from the receipt of the order confirmation sent by OMAL; if, after the expiry of this term, the Client withdraws from the Contract and / or refuses to perform its obligations thereof, the Client shall pay the total amount of the supply under the relevant Contract, without prejudice of any compensation for damages.

1.5 The conditions referred to in the two previous paragraphs shall not apply in relation to contracts stipulated through e-commerce.

2. DELIVERY

2.1 Unless otherwise agreed in writing by the Parties, the delivery of the Products shall be Free Carrier (FCA INCOTERMS 2020) rule. OMAL prepares and loads the goods onto the carrier's vehicle and handles the export customs formalities, unless otherwise agreed with the Client. The risk of loss or damage to the products is deemed to have passed from the Seller to the Client upon completion of the loading of the goods onto the vehicle of the selected carrier.

2.2 The time for delivery shall be set out in the Contract and intended as merely indicative. In case of EX-WORKS delivery, unless otherwise agreed in writing between the Parties, the delivery date reported refers to the date of preparation of the Products at the place referred to in clause 2.1. Without prejudice of the non-bindingness of the delivery terms, compliance with the same shall be subject to any eventual confirmations or approvals by the Client and to any other conditions provided in the Contract.

2.3 If the delivery is prevented due to any facts attributable to the Client, the delivery shall be deemed to occur, for all purposes herein, by a simple written notice to the Client that the Products are available at the place agreed in the Contract, and OMAL shall have no liability in relation to the Products. From the date of the aforementioned notice, the warehouse expenses will be charged to the Client.

2.4 The Client shall bear any and all risks relating to the transport of the Products sold under the FCA (Free Carrier – Incoterms® 2020) rule: any losses, delays or damages occurring upon completion of the loading of the goods according to the provisions of clause 2.1 shall not be attributable to OMAL.

3. PRICE-PAYMENTS

3.1 The price of the Products shall be set out in the offer and in the order confirmation.

3.2 Unless otherwise agreed in writing, payment shall be made within 3 days after re-



ceipt of the order confirmation by OMAL.

3.3 Without prejudice of the provisions in clause 3.4, in the event of lack of payment or partial payment of the Product price as due, OMAL will apply financing charges in compliance with the legal rate, starting from the due date up to the actual payment date.

3.4 It is understood that in case of failure to pay or partial payment of the price within the Contract terms, OMAL shall be entitled to suspend the delivery until full payment of the amount due. OMAL shall also have the right to terminate the Contract with immediate effect if the payment delay lasts for more than 30 days from its due date.

3.5 For sales with progressive deliveries and for multiple supplies to a Client, the Client's failure to pay in respect to an invoice authorizes OMAL to suspend the supplies not executed until the expected payment occurs and to terminate, at its discretion, the relevant Contract according to clause 3.4.

3.6 The price of the Products does not include the consideration for the performance, by OMAL, of any maintenance services on the Products (if requested in writing by the Client and being outside the scope of the guarantee under clause 4): if the Contract provides that OMAL performs the above services for the Client, the Products concerned must be prepared in advance by the Client by emptying the intercepted fluids or providing the supply and surface cleaning.

3.7 In no case (e.g., disputes between the Parties, force majeure event), the Client shall be considered exempted from the obligation to pay to OMAL the amounts due pursuant to the Contract.

3.8 In relation to purchases made through e-commerce, notwithstanding points 3.1 and 3.2 of this article, the sale price is that indicated on the website and payments must be made by credit card, or according to the other methods indicated on the purchase platform.

4. WARRANTY

4.1 OMAL guarantees the “conformity of the Products supplied” to the extent that they correspond to the requirements set out in the Contract in terms of quality and type and that they are free from defects in respect to material and / or manufacturing which can render the Products unsuitable for the use they are intended, according to the performance characteristics contractually agreed.

4.2 The warranty covers exclusively (x) Products with OMAL brand, entirely manufactured by OMAL and (y) components entirely manufactured by OMAL that form part of a Product assembled by OMAL, including also components manufactured by third parties.



4.3 The warranty operates for a period of 12 months following the installation, with a maximum period of 18 months after delivery. The Client must report to OMAL any defects (regarding the material or the manufacturing) no later than 8 days from the date of delivery of the Products, subject to forfeiture, or no later than 8 days from the discovery, in case of defects not immediately recognizable. Any claim for defects must be made in writing.

4.4 After having requested and obtained the express authorization from the OMAL Sales Office, any Products, components or materials subject to claim for defects must be sent, free of any transport and packing costs, to OMAL S.p.A. Società Benefit, Via Ponte Nuovo, 11 - 25050 RODENGO SAIANO (BS) ITALY. The assessment of the alleged defects and the related causes will be carried out by OMAL.

4.5 Without prejudice to the provisions of clause 4.1, the warranty shall not apply if the unconformities claimed pursuant to this clause 4 do not derive from an original unconformity of the material or manufacturing but from manumission or damage during the transport (if the transport is under the Client's responsibility under the Contract), or from the installation, from the use of the Product (not in accordance with the indications and prescriptions in the documentation provided by OMAL and / or with the indications of OMAL) and from the maintenance carried out by the Client (lack of or irregular maintenance in contrast with the manuals and the instructions for use). This warranty also does not apply if the claimed Product has been dismantled or interventions have been executed on it, resulting in a modification of the original characteristics and/or of functional requirements and / or preventing the Product identification (eg, cancellation of marking, wrong code).

4.6 If, in derogation of clause 3.2, it is contractually agreed that the payment shall be made at a later time after delivery, no claim will be taken into consideration in case of lack of payment in respect to the Products. It is expressly excluded any liability of OMAL in case of installation, commissioning and use of the Products by the Client.

4.7 This warranty excludes any further liability of OMAL, both contractual and non-contractual, without prejudice to the limits established by law. The Client cannot therefore make any claim for compensation against OMAL (e.g. loss of profit, production stoppage, campaigns for retreat, compensation for personal injury or damage to property, etc.) in case of any defects of Products.

4.8 Unless otherwise agreed, the supply of components or spare parts by OMAL does not extend the original warranty period, nor does it create a new warranty for the supplied components themselves.

5. FORCE MAJEURE

Each of the Parties is entitled to suspend the performance of its obligations pursuant to the Contract if such performance results impossible or unreasonably burdensome



due to the occurrence of force majeure circumstances, to be intended as extraordinary, unforeseeable and beyond the control of the affected Party (eg, wars, riots, acts of terrorism, etc.). The above provision does not apply to any payment obligations assumed by the Client pursuant to the Contract, which performance cannot be suspended in any way.

6. RETURN OF PRODUCTS

6.1 For the purpose of returning Products, the Client shall provide prior written notice to OMAL by submitting the appropriate Form, with all fields duly completed (including product type, quantity, date of purchase or installation, and operating condition details). No return of Products shall be accepted without the prior written authorization of OMAL's Sales Office. Returned Products shall remain the property and at the risk of the Client until they are formally accepted by OMAL upon receipt at its premises in Rodengo Saiano (BS). Products must be shipped in packaging that ensures adequate protection during transit until delivery to the aforementioned premises. Returned Products shall be considered accepted only to the extent specified in OMAL's prior written authorization; any discrepancy in quantities or characteristics of the Products subject to return shall require an update or amendment to the authorization previously issued by OMAL.

6.2 OMAL reserves the right to refuse the return of any Products shipped without its prior written authorization and/or not compliant with the conditions specified in said authorization. As for the return, OMAL undertakes to refund the Client an amount equal to the total purchase price of the Products, reduced by a percentage that will vary from 30% to 50% based on the date of the conclusion of the purchase. A further reduction shall be applied if any restoration, painting, packaging replacement or similar operations are necessary.

Products returned for maintenance must be prepared in advance by the Client, by draining the intercepted fluids or the control fluids and cleaning the surfaces.

7. LIMITATIONS OF OMAL'S LIABILITY

7.1 OMAL's liability vis-à-vis the Client shall be limited to the guarantee referred to in clause 4 above, with the exclusion (as already indicated therein) of any further compensation obligation, save for the mandatory provisions of the law. The Products (including components) sold by OMAL but not produced by OMAL will be sold to the Client only with the manufacturer's guarantees.

7.2 OMAL's liability vis-à-vis the Client pursuant to the Contract shall not exceed in any case the Contract value.

7.3 If the Client resales the Products purchased from OMAL or places on the market any machinery or equipment where the Products purchased from OMAL are integrated, granting in turn to its Clients wider warranty terms than the warranty under the Contract, the liability of OMAL in relation to the abovementioned Products (resold or



integrated) will be limited to the warranty provided by OMAL under the Contract, while the Client will assume any wider warranty obligations.

8. OFFERS

Unless otherwise agreed in writing, any commercial offers made by OMAL shall be valid for a term of 30 days.

The validity of the offers is strictly conditional upon the successful completion of the export compliance checks for shipments to non-EU countries. In particular, the validity of this offer shall be subject to the Customer's full compliance with the obligations set forth in Article 12 ('Export control and international economic sanctions').

9. DOCUMENTATION

9.1 If under the Contract OMAL shall provide the Client with technical documentation in relation to the Products (copies of specifications, drawings, use and maintenance manuals, certificates, test reports, declaration of conformity ...), such technical documentation will be delivered in electronic format (.PDF, .DXF ...) unless otherwise expressly specified in the Contract.

The ownership of any drawings, material standards / treatments and, more generally, the technical documentation and any other document delivered to the Client remains exclusively with OMAL. These documents cannot be used for purposes other than those indicated by OMAL, nor transmitted or made accessible to third parties, except with the prior written authorization of OMAL.

9.2 The supply of components and / or spare parts by OMAL and / or the carrying out of maintenance interventions by the Client or by the user do not entail the automatic validity of the control documents, test reports, certificates and in general of the technical documentation provided by OMAL and of the marking applied by OMAL on the Products.

10. INSPECTION AND TESTING

10.1 The Products will be inspected and subjected to standard tests by OMAL.

10.2 Any additional testing and / or inspection (inspection by the Client or by a representative or additional tests in the presence of the Client or of a representative) and the supply of the relative inspection and / or testing certificates are subject to express agreement between the Parties and the relative costs shall be paid by the Client. In such cases, OMAL shall communicate to the Client, with at least 7 days' notice, that the Products are ready for additional testing or inspection, indicating the timing for the execution of the additional testing / inspection. If the Client or its representative fails to take part in these additional tests or inspections on the date indicated by OMAL, the relevant tests/inspections shall be performed directly by OMAL (also in the absence of the Client or of the representative) and shall be deemed carried out in the presence



of the Client or of the representative; the declaration by OMAL certifying that the Products have passed the test and / or inspection will be final and binding to the Parties.

11. PRIVACY POLICY

The Client hereby expressly consents to the processing of its personal data, pursuant to Article 13 of the General Data Protection Regulation (EU) 2016/679 ('GDPR'), having acknowledged the full Privacy Policy available on the OMAL website. The processing, storage, and transmission of such personal data shall be carried out in compliance with all security and confidentiality measures required by the GDPR. Data shall be processed solely for the purposes of performing the obligations set forth by civil and tax laws related to the Company's business activities, including the management of collections and payments arising from the execution of this Agreement.

12. EXPORT CONTROL AND INTERNATIONAL ECONOMIC SANCTIONS

The Client acknowledges that the export of OMAL's products outside the customs territory of the European Union and/or towards certain entities or destinations could be subject to control by competent authorities. The Client undertakes to put in place all the necessary measures to comply with Italian, EU and/or US laws and regulations on export control and international economic sanctions.

In the event that the products procured from OMAL were to be exported or re-exported by the Client, the Client undertakes to transfer these products to customers not included in any list of natural or legal persons, entities or bodies subject to restrictive measures by the European Union, the United States of America, and/or by the United Nations, nor owned or controlled by any such person or entity (i.e. "Designated Party"). The Client undertakes to indemnify and hold OMAL harmless against any liability, damage, loss or other detrimental consequence, that may arise from any breach of the obligations provided under this article and/or from the violation of the applicable provisions concerning export control and international economic sanctions in relation to the products procured from OMAL. The Client undertakes to ensure that any contract for resale of the products covered by this contract contains restrictions and obligations identical to those provided for in this article.

In the event that the OMAL's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "Excusing Event"):

- a) any change in the laws of the Italian Republic, and/or of the European Union and/or of the United States of America, including, but not limited to, the adoption of export control measures or international economic sanctions of any kind that may impact the seller's obligations;
- b) any amendment, extension or revision, or any change in the interpretation or in the application, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws of the Italian Republic, and/or of the European Union and/or of the United States of America, existing at the time of execution of this agreement,



- on export control or international economic sanctions;
- c) failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the products by any competent authority;
- d) any other event, whether or not similar to the ones specified above, outside the control of the seller, which would prevent the execution of the sale at the originally agreed terms, because of laws on export control and/or international economic sanctions of the Italian Republic, and/or of the European Union and/or of the United States of America;

OMAL shall notify in writing the occurrence of an Excusing Event to and consult the Client in good faith on any useful or appropriate steps to be taken to ensure the regular execution of the transaction. The fulfillment of the parties' respective obligations will be suspended during the consultation period since the date of the notification of the Excusing Event. In case after the consultation, it appears that the OMAL's obligations cannot be further executed because they have become invalid or unlawful under the applicable law, the contract of sale shall be terminated without any right of the Client to obtain compensation or any other similar relief. In case the OMAL's obligations are not unlawful or invalid per se, but they have become impossible or uneconomic, the execution of the contract shall be suspended since the date of the notification of the Excusing Event until the Excusing Event terminates. During the suspension, OMAL and the Client shall strive to minimize, as far as reasonably possible, the prejudice determined to each of them by such suspension.

12.1 NO RUSSIA/BELARUS CLAUSE

The Client covenants, represents and warrants that the Products supplied from OMAL and restricted for the export to Russia pursuant to Article 12g of Regulation (EU) no. 833/2014 and/or to Belarus pursuant to Article 8g of Regulation (CE) no. 765/2006 will not be sold, supplied, transferred or exported, directly or indirectly (including by means of representatives, agents, distributors or any third parties), to any natural or legal person, entity or body in Russia/Belarus and/or re-exported or transferred for use in Russia/Belarus.

In case of breach of any of the above covenants, representations and warranties by Client at any time OMAL shall be entitled to terminate the sale contract and all other pending sale contracts executed between OMAL and the Client pursuant to Article 1456 of the Italian Civil Code by written notice, without prejudice to its right to immediately receive all the contractual consideration irrespective of any contractual delayed payment provision in the Contract and claim damages and take any legal actions.

The Client shall indemnify and hold harmless OMAL S.p.A. against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by OMAL as a result of any such breach.

13. APPLICABLE LAW

These General Sale Conditions and any Contracts are governed by Italian law, with the



exclusion of the norms on private international law. The provisions of the Vienna Convention on the International Sale of Goods of 1980 do not apply to these General Sale Conditions and to the Contracts stipulated between the Parties.

14. DISPUTE RESOLUTION – VENUE

The Court of Brescia will have the sole jurisdiction over all disputes which may arise under these General Sale Conditions and each Contract.

For acceptance

Signature of the Client

Having carefully read the foregoing, the Client acknowledges acceptance pursuant to articles 1341 and 1342 Italian Civil Code of the following clauses of these General Sale Conditions: 1.2 (the Contract), 1.4 (the Contract), 2 (Delivery), 3.4 (Price-Payments), 3.5 (Price-Payments), 3.7 (Price-Payments), 4 (Warranty), 5 (Force Majeure), 6 (Return of Products), 7 (Limitation of OMAL's liability), 10.2 (Inspection and testing), 11 (Privacy Policy), 12 (Export control and international economic sanctions), 13 (Applicable law), 14 (Dispute resolution - Venue).

For acceptance

Signature of the Client





OMAL S.p.A. Società Benefit

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