

LCI Italy S.r.l. ("LCI Italy" or "the Company") – Standard Sales Terms & Conditions

Order issuance → Every order issued by a purchaser (the "Customer") for products produced and/or sold by LCI Italy ("Goods") is ruled by these Standard Sales Terms & Conditions (these "SST&Cs"), which will be deemed accepted by the Customer regardless of whether the order references or incorporates the terms of these SST&Cs and even if the order specifically references other sales terms and conditions. LCI Italy's acceptance of an order, or the commencement or performance thereof, shall not constitute acceptance by LCI Italy of any of Customer's terms and conditions. Any terms additional to or different from those in these SST&Cs, including but not limited to terms contained in the Customer's order or the Customer's standard terms and conditions of purchase, are deemed material and hereby rejected unless otherwise accepted by LCI Italy in writing.

Order Confirmation → Order confirmations are sent within 2 working days of LCI Italy's receipt of the order. Orders shall not be regarded as accepted until confirmed by LCI Italy in writing. In case the Customer does not receive an order confirmation, the Customer shall contact LCI Italy to verify LCI Italy's receipt of the order. Once accepted by LCI Italy, orders may not be cancelled, rescheduled or changed without LCI Italy's prior written consent.

Delivery Time → Goods shall be ready for delivery 42 days from the order confirmation, unless mutually agreed otherwise by the parties.

Delivery Terms → Delivery is FCA LCI Italy's plant indicated in the quotation (INCOTERMS 2010), unless specified otherwise in such quotation. Risk of loss to the Goods shall pass to the Customer in accordance such FCA INCOTERMS 2010 and title to the Goods shall pass to the Customer upon LCI Italy's receipt of payment in full of the price of the ordered Goods and all other amounts then due and payable by the Customer to LCI Italy.

Payment Terms → The standard payment method is pre-payment or letter of credit. Unless agreed by LCI Italy in writing, the purchase price does not include shipment costs. In case of delayed payments, in addition to other remedies permitted under applicable law, default interest according to D. Lgs. 231/02 could be applied. The Customer shall pay LCIT Italy's invoices without any set-off, discount, retention or reduction for any reason, unless agreed in writing by LCI Italy.

LCI Italy's Right to Increase Prices → LCI Italy reserves the right to increase the price of the Goods ordered to reflect any increase in LCI Italy's cost for such Goods caused by an increase in the price changed by LCI Italy's supplier. The Customer agrees to pay to LCI Italy any such increase in price upon request therefor.

Taxes → Prices do not include any taxes or other assessments. All taxes, duties, fees, assessments or other charges of any kind imposed by any federal, state, municipal or other governmental authority which LCI Italy is required to collect or pay with respect to the provision, production, sale or shipment of Goods or any provision of services related to Goods shall be the responsibility of the Customer. The Customer agrees to pay all such taxes and further agrees to reimburse LCI Italy for any such payments made by LCI Italy.

Invoicing in case of failure to pick-up the goods → If the Customer does not pick up any Goods produced by LCI Italy by virtue of an order from the Customer within 30 days of LCI Italy's notification of readiness to ship, LCI Italy will start invoicing the Customer a daily stocking fee of € 5/pallet starting from the 31st day. If the Customer still has not picked up or arranged for the prepaid shipment of the Goods, or otherwise made alternative arrangements with LCI Italy, within 90 days of LCI Italy's notification to the Customer of readiness to ship, LCI Italy will be free to destroy the Goods without further notice and will debit the Customer with the demolition charges.

Duty of inspection of the Goods by the Customer → Upon receipt of any Goods, the Customer shall inspect the Goods to verify the quantity, the integrity and conditions of the packaging and immediately challenge the amount or any damage or defects by recording any such objections on the delivery note, signing it "with reserve" and giving written notice to LCI Italy without delay (and, in any case, within 5 days), attaching photographs and / or videos of such damaged Goods and / or packaging; otherwise the complaint might be rejected.

Delivery of Extra Goods → If LCI Italy delivers materially more Goods than ordered and such mistake is attributable to LCI Italy, the Customer shall notify LCI Italy of such greater delivery and the Customer may (i) keep the extra Goods and pay for such extra Goods at the price per Goods as set forth in the original order or (ii) return the extra Goods to LCI Italy in accordance with LCI Italy's shipping instructions and at LCI Italy's expense. If the extra Goods are to be returned to LCI Italy, the Customer is kindly requested to keep the extra Goods in the original condition and packaging from the time it receives such Goods until it returns them to LCI Italy.

Warranty Conditions → LCI Italy provides a warranty from manufacturing defects on Goods for 24 months beginning from the date of the delivery. This warranty does not apply to any Good that:

- (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by LCI Italy; and/or
- (b) has been reconstructed, repaired or altered by persons other than LCI Italy or its authorized representative.

If LCI Italy breaches its warranty, the Customer's sole and exclusive remedy is limited to (at LCI Italy's election) (1) refund of the Customer's purchase price for such defective Goods (without interest), (2) repair of such defective Goods, or (3) replacement of such defective Goods; provided that in each case such defective Goods must be returned to LCI Italy at Company's request.

EXCEPT AS EXPRESSLY SET FORTH IN THESE SST&Cs, LCI ITALY'S QUOTATION, ORDER ACKNOWLEDGEMENT OR A SEPARATE WRITTEN AGREEMENT SIGNED BY LCI ITALY, LCI ITALY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

Claims and returns → LCI Italy's current terms and conditions for claims and returns of goods can be found at <https://www.lippertcomponents.eu/management-complaints-and-returns> (the "Claims T&Cs") and, by reference here, are hereby incorporated herein and made a part hereof. Any Good for which an objection shall not have been raised in accordance with the procedures and deadlines set out in the Claims T&Cs shall be regarded as approved and accepted by the Customer.

Bank Expenses → LCI Italy shall only be responsible for the charges of its own bank.

Validity of the Offer → LCI Italy's offers are valid for 7 days from their issuance.

Limitation of liability → In no event shall LCI Italy be liable for consequential, indirect, incidental, punitive or special damages of any nature, including, without limitation, demurrage charges, costs of shipment, downtime, claims of the Customer's customers or other third parties for damages or penalties, lost profits, sales, opportunities or revenues, even if advised in advance of the possibility for such damages. LCI's total liability under these SST&Cs and any order shall be limited to the purchase price paid for the affected Goods irrespective of the nature of the claim, whether in contract, tort, negligence, warranty or otherwise. The Customer expressly agrees to this allocation of risk and the price stated for the Goods (and any provision of services related to Goods) is consideration for the limitation on LCI Italy's liability.

Indemnification → The Customer agrees to indemnify, defend and hold harmless LCI Italy, its directors, officers, employees, agents, successors and assigns from and against any and all damages, losses, expenses, costs (including without limitation reasonable attorney and accountant fees), claims, suits, actions, judgments or other liability asserted against or incurred by LCI Italy arising out of (a) the Customer's breach of its obligations hereunder, (b) the Customer's negligence or misconduct, or (c) the Customer's misuse or misapplication of the Goods or damage to the Goods caused by the Customer or its employees, agents or customers.

Force Majeure → LCI Italy shall not be liable for any failure to fulfill its obligations for any accepted order or for delays in delivery due, in whole or in part, to causes beyond its reasonable control, including, but not limited to, acts of God, acts of the Customer, natural or artificial disaster, riot, war, strike, delay by carrier, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation and/or inability to obtain labor, materials or products through its regular sources, which shall be considered as an event of force majeure excusing LCI Italy from performance and barring remedies for non-performance. In an event of such an force majeure condition, LCI Italy's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting LCI Italy to any liability or penalty and LCI Italy may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Customer.

Modification → No modification of these SST&Cs or waiver of any of its terms will be binding on LCI Italy unless clearly expressed in writing and signed by an authorized representative of LCI Italy. LCI Italy

and the Customer expressly agree that LCI Italy may modify these terms and conditions from time to time, and such modifications shall be binding upon the Customer.

Intellectual Property → All rights and interest to the inventions, methods, designs (whether registered or not), information, technical data or drawings, copyrights, patent rights, trademark rights, know-how, discoveries, improvements, technology, design mask works, trade secrets, related intellectual property, intangible and proprietary rights throughout the world, relating to the Goods or disclosed to the Customer in connection with any purchase order or proposal, are the exclusive property of LCI Italy (“Intellectual Property”). The Customer shall not: (i) decompile, reverse engineer, disassemble, trace or otherwise analyze the Goods, their content, operation, or functionality; (ii) modify, adapt, or translate the Goods, nor create derivative works based on the Goods; or (ii) disclose any proprietary information regarding the Intellectual Property to any other persons or companies without LCI Italy’s prior written approval. NOTHING IN THESE SST&CS IS TO BE CONSTRUED AS A GRANT OR ASSIGNMENT OF ANY LICENSE OR OTHER RIGHT TO THE CUSTOMER OF ANY OF LCI ITALY’S OR ANY OF ITS AFFILIATE’S INTELLECTUAL PROPERTY. ALL IMPROVEMENTS AND DEVELOPMENTS RELATED TO THE GOODS OR THE EFFORTS OF LCI ITALY AND THE CUSTOMER WILL BE OWNED EXCLUSIVELY BY LCI ITALY, AND THE CUSTOMER SHALL REASONABLY COOPERATE WITH LCI ITALY IN CONFIRMING THAT RESULT. The Customer agrees that only LCI Italy or its authorized representatives or agents are authorized to make modifications or repairs to the Goods. Except as provided herein, any reuse of LCI Italy’s Intellectual Property by the Customer, except with prior written verification or adaptation by LCI Italy or its representatives or agents, will be at the Customer’s sole risk and without any liability to LCI Italy. THE CUSTOMER ASSUMES ALL LIABILITY FOR PATENT INFRINGEMENT FOR PRODUCTS SOLD BY LCI ITALY THAT ARE INCORPORATED OR USED IN COMBINATION WITH OTHER THIRD-PARTY PRODUCTS OR IN THE OPERATION OF ANY PROCESS BY THE CUSTOMER.

Confidentiality → Any pricing or other sensitive commercial information provided by LCI Italy to the Customer is proprietary to LCI Italy and shall be held in confidence by the Customer, shall only be used by the Customer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without LCI Italy’s prior written consent. The Customer shall be liable for any loss to LCI Italy or commercial gain by others from unauthorized use of confidential information occasioned by the Customer’s failure to comply with this provision.

Technical Advice and Date → Any technical advice offered or given in connection with the use of any Goods is an accommodation to the Customer without charge, and LCI Italy is not liable or responsible whatsoever for the content or use of that advice. Without LCI Italy’s prior written consent, the Customer shall not use,

duplicate, or disclose any technical data delivered or disclosed by LCI Italy to the Customer for any purpose other than for installation, operation or maintenance of the Goods purchased by the Customer from LCI Italy.

Non-Waiver → The failure of LCI Italy to enforce any of the provisions of these SST&Cs shall not be construed as a waiver of LCI Italy’s right to enforce each and every provision hereof. LCI Italy reserves

the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by an authorized representative of LCI Italy. LCI Italy's rights and remedies set forth in these SST&Cs are in addition to all legal and equitable rights and remedies available to LCI Italy.

No Third-Party Rights → These SST&Cs are for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Nothing expressed or referred to in these SST&Cs or in any order will be construed to give any other person any legal or equitable right, remedy or claim under or with respect these SST&Cs or any order.

Applicable law – Jurisdiction → The relationship between LCI Italy and the Customer shall be governed by Italian laws without regard to the conflicts of law provisions thereof and the Courts of Florence, Italy, shall be the exclusive venue for any dispute between the parties.