



All the purchase orders forwarded by any Customer (as defined below) to ATLAS FILTRI S.R.L., CF/PI 02007430289, with registered offices in via Pierobon 32, 35010 - Limena (PD) (hereinafter "ATLAS FILTRI") will be governed by the following

GENERAL CONDITIONS OF SALE

(hereinafter the "Conditions of Sale")

1) DEFINITIONS

The following terms will have the meaning set out below:

"Confidential Information" shall mean all data and information of a technical, confidential or proprietary nature related to the Products and/or ATLAS FILTRI's business or affairs, without regard to the fact that they are marked as "confidential" or not, including any information related to manufacturing processes, customers and markets, corporate structure and organization and other technical data, marketing material, business strategies, pricing strategies, trade secrets and proprietary information. Confidential Information may be communicated orally, visually, in writing or in any other recorded or tangible form.

"Customer": any customer that might confirm purchase orders for the Products (as defined below) to ATLAS FILTRI from time to time. Customers, together with ATLAS FILTRI are referred to as the "Parties" and each a "Party".

"Products": any product produced by ATLAS FILTRI and purchased by the Customer, whether included in ATLAS FILTRI's catalogue or customized.

"Prices": the prices of the Products as listed, respectively:

- in ATLAS FILTRI's catalogue, for Products that the Customer selects from ATLAS FILTRI's catalogue without requiring any customization;
 - in the quotation that ATLAS FILTRI made available to the Customer for any order of customized Products.
- "Estimated Delivery Date": the date of delivery estimated by ATLAS FILTRI and advised to the Customer whether into the pro-forma invoice or otherwise.

2) ORDERS

Each purchase order shall be forwarded to ATLAS FILTRI in writing.

Once received the purchase order by mail, e-mail or fax, ATLAS FILTRI shall be free to confirm or refuse the order; in case of confirmation, ATLAS FILTRI shall send to the Customer the relevant pro-forma invoice, which shall be returned by the Customer duly signed for acceptance within 3 (three) days.

Should the pro-forma be not returned for acceptance or actually paid within the above term, the order will be deemed as cancelled.

3) PRICES

Prices are EXW (Incoterms 2020) ATLAS FILTRI's facility via Colpi, 10 - 35010 Limena (PD) ITALY, taxes not included.

The Customer acknowledges that Prices may be increased from time to time at ATLAS FILTRI's sole discretion. Increased Prices will apply to all orders which have not been yet confirmed by the Customer with the returning of the pro-forma invoice signed for acceptance or with payment.

4) PAYMENTS

All purchase orders shall be paid in advance. No other payment terms shall apply unless previously agreed by the Parties and resulting from the pro-forma invoice.

ATLAS FILTRI reserves the right to interrupt or cancel any pending order in case that relevant invoice has not been paid within the due term.

All payments shall be provided in Euro, via bank transfer, to ATLAS FILTRI's bank account. The Customer has no right to withhold, setoff, or otherwise deduct from its payment obligations to ATLAS FILTRI any asserted claims or damages or other amount.

5) PENALTIES FOR THE CUSTOMER

Shouldn't the Customer provide relevant payment within the due term, the Customer shall pay to ATLAS FILTRI interests in the measure of the Italian current bank rate increased by 1,5 (one and a half) per cent points.

Should the Customer miss to collect the Products from ATLAS FILTRI's facility within 5 working days from the notification of the delivery at ATLAS FILTRI's premises, the Customer shall pay to ATLAS FILTRI a penalty equal to:

- 0,5 % of the relevant order amount for the first week of delay occurring after the term set forth above;
- 1 % of the relevant order amount for the second week of delay after the term set forth above;
- 3 % of relevant order amount for the third and following weeks after the term set forth above.

6) RESERVATION OF TITLE

Products will remain ATLAS FILTRI's property until relevant invoice has been fully paid.

All risks of loss or other damage to the Products shall pass to the Customer when the goods are delivered according to art. 7.

7) DELIVERY

All deliveries will be EX WORKS ATLAS FILTRI's facilities at via Colpi n. 10 - Limena (PD) ITALY (Incoterms 2020).

Estimated Delivery Date will run starting from payment of the relevant pro-forma invoice; should the Parties have agreed payments terms other than the ones set forth by art. 4.1, Estimated Delivery Date will run from the return of the pro-forma invoice duly signed by the Customer.

Estimated Delivery Date shall not be deemed as binding for ATLAS FILTRI. No delay on the Estimated Delivery Date shall give to the Customer right to any refunds, damages compensation nor termination of any order, not even in part.

Should a date of delivery be agreed by the Parties, ATLAS FILTRI shall not be deemed responsible for delays on such date of delivery which have been caused by delayed or irregular supplies of raw materials or force majeure.

8) SHIPPING ON BEHALF OF THE CUSTOMER

ATLAS FILTRI might, at its sole discretion, arrange the shipment of the goods on behalf of the Customer at Customer's request. In no case ATLAS FILTRI shall be deemed responsible for delays occurred in the arrangement of the shipment.

The Customer shall complain to the carrier any damages occurred to the Products during transportation. As soon as it receives the Products, the Customer shall inspect the quantity and integrity of packages and Products. Any claim related to damages occurred during transportation shall be arisen by the Customer to the carrier and mentioned on the delivery document signed by the Customer at reception of the Products at its premises. The failure of the Customer to so mention the damages occurred during the transport shall waive ATLAS FILTRI for any claims the Customer might arise with reference to those damages. In case of any of such claims the Customer is requested to promptly inform ATLAS FILTRI.

9) NONCONFORMANCE AND OBVIOUS AND DEFECTS

The Customer shall inspect each shipment of Products for any obvious defects or shortage or other apparent nonconformance within 8 days from the reception of the Products by the Customer. The failure of the Customer to so inspect or notify ATLAS FILTRI within 30 days from the discovery of the nonconformance shall waive and bar any claims the Customer might raise against ATLAS FILTRI for obvious defects or non-conformances.

10) WARRANTY FOR DEFECTS

Should the Products have any defects or nonconformity, ATLAS FILTRI at its option might repurchase or credit at invoiced cost or replace any defective or nonconforming Products unit.

Every return of Products for whatsoever reason needs the previous written authorisation by ATLAS FILTRI. Any returning Products must be shipped to ATLAS FILTRI facilities at Customer's expenses.

The above guarantee does not apply in case of improper use, inadequate maintenance, incorrect installation, transportation damage, use of non-original cartridges other than the ones approved by ATLAS FILTRI.

Should the Customer and/or its installer not follow carefully the Installation and maintenance indications listed in the Instruction manual, which is provided with the Products, the above guarantee does not apply. The above guarantee sets forth the exclusive remedies of the Customer for any defective or nonconforming Products or shipment of Products.

11) PACKAGING

All Products shall be delivered into their proper packaging. Packaging specifications shall be appointed by ATLAS FILTRI unless otherwise agreed by the Parties in writing.

12) UPDATES OF THE CATALOGUE

ATLAS FILTRI reserves the right to update its catalogue from time to time at its sole discretion. Updates might mean additions or cancellations of Products from the catalogue or modifications of the technical or design specifications of the Products.

No updates of ATLAS FILTRI catalogue shall affect confirmed orders.

13) INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

ATLAS FILTRI is the sole owner of any intellectual property rights related to the Products. The Customer undertakes not to perform any act incompatible with the ownership of such intellectual property rights.

The Customer shall maintain the confidentiality of the Confidential Information and shall not use, sell, transfer or disclose such Confidential Information in any manner, directly or indirectly, other than as reasonably necessary for the performance of its obligations to ATLAS FILTRI.

14) APPLICABLE LAW AND JURISDICTION

These terms and conditions shall be governed and regulated by Italian law, having no effects any other choice of law rule that would cause the application of the laws of any jurisdiction other than the internal Italian one.

Any dispute which may arise between ATLAS FILTRI and the Customer in relation to any order provided by the Customers, its interpretation, performance, breach or termination shall be of exclusive competence of the Court of Padova - Italy.

15) MISCELLANEOUS

ATLAS FILTRI reserves the right to modify, at its own discretion, these Conditions of Sale.

All modifications will apply to those purchase orders confirmed after such modifications have occurred.

16) ENFORCEABILITY

Should the Parties negotiate and agree specific supply, distribution or other commercial agreements which provisions contrast with these general terms and conditions of sale, such agreements shall prevail.

The Customer have read the above Conditions of Sale and, in particular: art. 4.2 (right to interrupt/cancel confirmed orders); art. 4.3 (no right to withhold, credit or setoff); art. 5 (penalties); art. 6 (title and risk of loss); art. 7.3 (no responsibility for late deliveries); art. 8.1 (claims against damages occurred during transportation); art. 9 (claims, deadline); art. 10.3 (limitation of warranties); art. 10.5 (exclusive remedies); art. 13 (confidentiality); art. 14 (applicable law and exclusive jurisdiction).



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