

GENERAL TERMS AND CONDITIONS OF SALE

MAGFACE®

Rev. 0 — May 2026

TABLE OF CONTENTS

1. Scope of Application
2. Orders and Conclusion of the Contract
3. Prices and Payment Terms
4. Transport, Delivery and Transfer of Risk
5. Retention of Title
6. Inspection of Conformity and Claims
7. Undue Payments
8. Warranty, Claims and Liability
9. Intellectual Property and MAGFACE® License
10. Processing of Personal Data
11. Validity of the General Terms
12. Confidentiality
13. Force Majeure
14. Language and Interpretation
15. Severability
16. Governing Law and Jurisdiction

1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale ("Terms") apply to all supplies of products, systems, materials and technologies marketed by BASSI GROUP INTERNATIONAL S.r.l. a socio unico ("Seller"), unless otherwise agreed in writing between the parties.

These Terms apply exclusively to commercial relationships between the Seller and parties acting in the course of their business, commercial, craft or professional activity ("Buyer"). They do not apply to natural persons acting for purposes unrelated to any professional activity, pursuant to Article 3 of Italian Legislative Decree 206/2005 (Consumer Code).

The submission of an order constitutes full acceptance of these General Terms and Conditions of Sale.

2. ORDERS AND CONCLUSION OF THE CONTRACT

Orders must be submitted in writing and are deemed valid only upon written confirmation by the Seller.

The Seller reserves the right to accept or reject orders at its sole discretion.

Any changes or cancellations must be agreed in writing.

Catalogues, technical data sheets, samples, images, renderings and informational materials are purely indicative and non-binding.

3. PRICES AND PAYMENT TERMS

Prices are expressed in Euro and are exclusive of VAT, taxes, duties, transport and any other charges, unless otherwise stated in writing.

Payment terms are indicated in the order confirmation or in the invoice issued by the Seller.

In the event of late payment, the Seller shall be entitled to:

- suspend ongoing supplies;
- require advance payment on future orders;
- terminate existing contracts;
- apply default interest pursuant to Italian Legislative Decree 231/2002.

The right to recover costs and claim compensation for any damages remains unaffected.

The Buyer may not suspend or delay payments for any reason, including in the event of disputes, except as otherwise provided by mandatory law.

4. TRANSPORT, DELIVERY AND TRANSFER OF RISK

Unless otherwise agreed in writing, supply is deemed to be EXW – Ex Works in accordance with the applicable ICC Incoterms®.

In case of collection by the Buyer, risk transfers to the Buyer upon the goods being made available at the warehouses of BASSI GROUP INTERNATIONAL S.r.l.

The carrier appointed by the Buyer is responsible for verifying the integrity of the goods at the time of loading.

Transport insurance is the responsibility of the Buyer.

Upon delivery, the Buyer is required to:

- inspect the goods received;
- note any visible damage or discrepancies in writing on the transport document;
- have the reservation countersigned by the carrier;
- send written notice to the Seller within 8 (eight) days of delivery.

Failure to comply with these requirements shall exclude any liability for damage, loss or shortage occurring during transport.

5. RETENTION OF TITLE

The goods supplied remain the exclusive property of the Seller until full payment of the relevant price has been made, pursuant to Article 1523 et seq. of the Italian Civil Code.

The transfer of risk to the Buyer, as governed by the preceding Article 4, occurs independently of the transfer of ownership, which remains subject to the condition precedent of full payment.

The Buyer undertakes not to create any third-party rights over the goods, in any capacity, until full payment of the price, and to promptly notify the Seller of any seizure, attachment or other enforcement proceedings affecting the goods.

The Seller may render the retention of title enforceable against third parties in the manner and form provided by applicable law, where necessary.

6. INSPECTION OF CONFORMITY AND CLAIMS

The Buyer is required to check the quantity, integrity and conformity of the products upon delivery.

Any discrepancies or apparent defects must be reported in writing within 8 (eight) days of delivery.

After this period, the supply shall be deemed accepted without reservation.

7. UNDUE PAYMENTS

Except in cases of nullity, voidability or termination of the contract, the Buyer may not suspend or delay payments for any reason.

The right to request the return of any amounts unduly paid remains unaffected, within the limits provided by law.

8. WARRANTY, CLAIMS AND LIABILITY

Claims relating to the quality, quantity or conformity of the products must be made within the terms provided by Article 1495 of the Italian Civil Code.

In the case of apparent defects, the claim must be made within 8 (eight) days of delivery.

Late claims or claims not made in writing will not be considered.

Valid claims do not entitle the Buyer to cancel the order.

The Seller's liability is limited exclusively to the replacement or repair of the product found to be defective.

Any compensation for indirect or consequential damages is excluded, including, by way of example:

- loss of profit;
- production downtime;
- reputational damage;
- loss of commercial image.

The Buyer is required to verify the suitability of the products for the intended use.

The Seller warrants exclusively the conformity of the products to the official technical specifications.

The correct use, installation and application of the products remain the sole responsibility of the Buyer.

Technical information, advice or instructions are provided for informational purposes only and do not constitute a guarantee of results.

The warranty does not apply in the following cases:

- improper or non-compliant use;
- failure to comply with technical instructions;
- incorrect design or installation;
- contamination or interaction with other materials;
- unsuitable environmental conditions;
- normal wear and tear;
- unauthorized interventions.

Any intervention must be authorized in writing in advance by BASSI GROUP INTERNATIONAL S.r.l.

9. INTELLECTUAL PROPERTY AND MAGFACE® LICENSE

The MAGFACE® system, including technology, components, installation methods, patents, trademarks, know-how and technical documentation, is the exclusive property of BASSI GROUP INTERNATIONAL S.r.l.

MAGFACE® is protected under national and international industrial and intellectual property regulations.

Use of the MAGFACE® system is permitted only upon execution of a specific license agreement or written authorization.

The following are prohibited:

- any unauthorized use;
- reproduction or imitation;
- reverse engineering;
- development of derivative systems, even partial.

Any infringement will be prosecuted in accordance with the law.

10. PROCESSING OF PERSONAL DATA

Personal data provided by the Buyer during the ordering, invoicing and performance of the contractual relationship is processed by BASSI GROUP INTERNATIONAL S.r.l. as Data Controller, in accordance with Regulation (EU) 2016/679 (GDPR) and applicable data protection legislation.

For full information on the purposes, legal bases, retention periods and how to exercise data subject rights, please refer to the Privacy Policy available on the magface.it website, or contact privacy@magface.it.

11. VALIDITY OF THE GENERAL TERMS

These General Terms and Conditions of Sale supersede and replace any other condition, clause or reference contained or cited in offers, quotations, order confirmations or other contractual documentation issued by BASSI GROUP INTERNATIONAL S.r.l.

Any amendment, waiver or addition to these General Terms shall be valid only if expressly approved in writing by the Seller.

12. CONFIDENTIALITY

The Buyer undertakes to keep confidential all technical, commercial and operational information received from the Seller.

Such information may not be disclosed or used for purposes other than the commercial relationship.

The confidentiality obligation survives termination of the relationship.

13. FORCE MAJEURE

The Seller shall not be liable for delays or failure to perform due to force majeure events, including:

- strikes;
- power outages;
- shortage of raw materials;
- pandemics;
- wars;
- embargoes;
- natural disasters;
- government restrictions;
- global supply chain disruptions.

The party affected by a force majeure event must give written notice to the other party within 5 (five) days of the occurrence of the event, failing which the right to invoke it shall be forfeited.

Delivery terms shall be automatically extended for the duration of the event.

14. LANGUAGE AND INTERPRETATION

These General Terms and Conditions of Sale may also be made available in Italian, German, French and Spanish for informational purposes only.

In the event of any discrepancy, inconsistency or difficulty of interpretation between the different language versions, the Italian version shall prevail in all cases.

15. SEVERABILITY

Should one or more clauses of these General Terms be declared null, invalid or ineffective by a competent judicial authority, such nullity, invalidity or ineffectiveness shall not affect the validity of the remaining clauses, which shall continue in full force and effect.

The parties undertake to replace the invalid clause with a valid provision that, as far as possible, achieves the economic and legal purpose pursued by the replaced clause.

16. GOVERNING LAW AND JURISDICTION

These General Terms are governed by Italian law.

For international sales, the 1980 Vienna Convention (CISG) and the applicable ICC Incoterms® shall apply, where applicable.

The Court of Reggio Emilia (Italy) shall have exclusive jurisdiction over any dispute.

Issue date: 5 May 2026

© 2026 BASSI GROUP INTERNATIONAL S.r.l. a socio unico. All rights reserved. MAGFACE® is a registered trademark of BASSI GROUP INTERNATIONAL S.r.l. a socio unico. Reproduction of this document, in whole or in part, is prohibited without the prior written authorization of the Owner.