

1. GENERAL These General Terms and Conditions of Sale, together with the Order Confirmation ("Terms"), govern, to the exclusion of all other terms, the sale ("Contract") of the ZORZINI S.p.A. ("Seller" or "ZORZINI") Products to the Customer. "Customer" is defined as the direct purchaser of the Products from Zorzini. The Terms shall prevail over any conflicting clauses contained in Customer's general terms and conditions of purchase, which shall have no effect. The Terms supersedes any and all previous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter. In the event of contradiction between the various documents composing the Contract referred to above, the first listed document shall prevail over the others in the following order of precedence: (1) The Order Confirmation, (2) These General Terms and Conditions, (3) The Offer, if any, and (4) the Order. No modification of these General Conditions shall be considered as accepted unless agreed to by the Parties in a written amendment making reference to the provision so amended.

2. ORDERS; CONFIRMATION Orders for the Products will only be binding on ZORZINI upon ZORZINI's written Order Confirmation.

3. PACKAGING AND SHIPPING Packaging shall be free of charge for orders in excess of Euros 300. For orders below Euros 300, packaging shall be invoiced to Customer at Euros 10.00 per shipment or at cost for special pallets or extra packaging requirements. Shipping terms are Ex Works (Incoterms 2020), ZORZINI's Factory, Udine, Italy, and the risk of loss passes in accordance with such terms. The estimated time for shipment shall be as indicated in the Order Confirmation. All shipping and delivery dates are subject to timely receipt of Customer's payment and documents, and are to be considered approximate and non-binding.

4. PAYMENT. The full purchase price for the Products (the "Purchase Price") is due and payable according to the conditions set forth in the Order Confirmation. All quoted prices are in Euros. If any payment is not made when due, in addition to Seller's other rights and remedies Customer shall be liable for late interest charge calculated as follows: - for USA and Canada: at the lesser of (i) one and one-half percent per month or (ii) the highest rate permitted by law; - for EU and the rest of the world: according to the UE regulation at time in force (EU directive 2011/7/EU). In case of dispute, Purchaser shall have no right to setoff or withhold any payment due.

5. INSPECTION Customer shall inspect the Product upon its arrival at the delivery destination and shall within eight (8) business days after delivery give written notice to Seller of any claim for damages, defects, differences in quantity or nonconformity. Failure to give such notice within said period shall constitute irrevocable acceptance of the Products and acknowledgment that the Products have been received by Customer in good condition and free of damages.

6. CANCELLATION; RETURN POLICY All orders received are final. No Product shall be returned to or accepted for return by ZORZINI without prior written authorization from ZORZINI. All returns are subject to Seller's inspection upon receipt. Credit will not be allowed for damaged or used material. Seller in its sole discretion, may apply standard restocking charges for the returned goods value. All goods authorized for return are to be shipped prepaid to Seller.

7. TITLE AND RIGHT OF POSSESSION Title to the Products shall remain with Seller until the Purchase Price has been paid in full. Seller shall have the right to file a UCC-1 Financing Statement to perfect a security interest on the Products and any proceeds of sale of the Products.

8. CUSTOMER'S DEFAULT. In addition to any other remedy available to Seller, if (i) Customer defaults in payment of any part of the Purchase Price when due, (ii) Customer fails to perform its obligations under the Contract, (iii) Customer becomes insolvent or bankrupt or a petition for appointment of a receiver is filed by or against Customer, (iv) Customer makes an assignment for the benefit of its creditors, or (v) Seller reasonably deems that collection of the Purchase Price is insecure, then the full amount of the Purchase Price then unpaid shall become immediately due at the sole option of Seller, and if not paid immediately, Customer shall return the Products to Seller on demand and at Customer's sole cost. Seller shall retain all payments of the Purchase Price made prior to such an event as liquidated damages and not as a penalty.

9. LIMITED WARRANTY (a) The Products are guaranteed for a period of Twelve (12) months from delivery Ex Works (the "Warranty Period") against defects in materials and workmanship. This limited warranty shall not apply if (i) the Products are not used for the intended purpose and are not installed, used, or maintained in accordance with the Installation and Maintenance Instructions provided by ZORZINI ("ZORZINI Manual"), (ii) any such defect results from causes external to the Product after delivery or use of non-original Zorzini spare parts, or (iii) the Product has been modified without the prior written consent of ZORZINI. ZORZINI's obligation under this warranty shall be limited, at its sole option, to the repair or replacement of any defective Product. ZORZINI shall not be responsible for the cost of removal or installation of any such product found to be defective or shipment of the replacement product. If requested by ZORZINI, Customer shall return any Products found to be defective to ZORZINI, shipping prepaid by Customer, for inspection once an authorization number is granted from ZORZINI. Normal wear items such as gaskets, handles and all spare parts made of plastic, Teflon or brass (all that is not made of stainless steel) are excluded from this warranty. In the case of sale of individual components or fittings (not the Product in its entirety), the warranty is limited to the individual item purchased and does not extend beyond; in details, it does not cover other items, products or articles other than Zorzini's and does not work in the event of damage to other elements, products or articles. ZORZINI shall not be liable under this warranty unless the complaint is submitted promptly after discovery of the defect, customer provides a detailed description of the problem, and ZORZINI establishes to its sole satisfaction that the Product has been properly installed, maintained and operated. The remedy set forth in this Warranty shall be the Customer's sole and exclusive remedy for claims that arise out of or relate

to the Product. The Customer waives any other right or remedy, whether in contract (for breach of contract, breach of warranty or otherwise), in tort (for negligence, strict liability, misrepresentation or otherwise), in equity, under any statute, rule or regulation or upon any other basis. (b) ZORZINI HAS MADE AVAILABLE TO CUSTOMER THE ZORZINI MANUAL, WHICH IS AVAILABLE AT WWW.ZORZINISPA.COM. ANY REALES OR INSTALLATIONS BY CUSTOMER OF THE PRODUCTS TO THIRD PARTIES MUST BE ACCOMPANIED BY THE ORIGINAL ZORZINI MANUAL OR A COMPLETE REPRODUCTION OF THE SAME. CUSTOMER SHALL BE RESPONSIBLE FOR ANY DAMAGES WHICH MAY DERIVE FROM CUSTOMER'S FAILURE TO MAKE THE ZORZINI MANUAL AVAILABLE TO ITS CUSTOMERS. (c) The Customer acknowledges that the manway doors and covers are shipped assembled. Disassembling them and pairing them other than to the originally coupled part could cause misalignment and malfunction. It is the Customer's responsibility to ensure that the manway doors and covers are not decoupled. (d) **NO OTHER WARRANTIES.** THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED AND OF ALL OTHER WARRANTIES OR LIABILITIES OF ANY KIND. ZORZINI NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ZORZINI ANY OTHER OBLIGATION, WARRANTY OR LIABILITY IN CONNECTION WITH THE PRODUCTS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, CUSTOMER ACKNOWLEDGES AND AGREES THAT ZORZINI HAS NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE, AND HAS EXPRESSLY DISCLAIMED, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE OF THE PRODUCTS OR ANY PART THEREOF. THE SELLER DISCLAIMS ANY WARRANTY IF THE PRODUCT HAS NOT BEEN PROPERLY INSTALLED, USED OR MAINTAINED, OR IF SPARE PARTS AND COMPONENTS NOT MANUFACTURED BY OR ON BEHALF OF ZORZINI HAVE BEEN USED.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THE SALE CONTRACT TO THE CONTRARY, WHETHER SUCH LIABILITY IS A RESULT OF A BREACH OF CONTRACT, A BREACH OF WARRANTY, OR OTHERWISE, ZORZINI'S LIABILITY IS LIMITED TO THE VALUE OF THE PRODUCT, AND IN NO EVENT SHALL ZORZINI BE LIABLE TO CUSTOMER FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF USE OF THE PRODUCT, LOSS OF PRODUCTION, LOSS OF THE CONTENT OF THE TANK, OR LOSS OF PROFITS OR INCOME.

11. TRADEMARKS: Customer acknowledges ZORZINI's exclusive right, title and interest in and to the ZORZINI trademarks and any and all ZORZINI intellectual property rights, especially pertaining to the Product. Customer shall not take any act or step impairing ZORZINI's intellectual property rights or do anything that may otherwise adversely affect the ZORZINI intellectual property rights.

12. FORCE MAJEURE Seller shall not be responsible for delays or failure to fulfill any obligation under the Contract due to strikes, fire, acts of nature, acts of God, embargoes, currency restrictions, labor shortages, war, terrorism, epidemics, civil riot, import or export restrictions, shortage of materials, or any other cause beyond Seller's reasonable control, even if Seller knew, had reason to believe, or was advised of the possibility of any such cause. Should the force majeure last more than sixty consecutive days, Zorzini shall be entitled to withdraw from the contract.

13. TAXES. DUTY AND PERMITS. Sales tax, value added, property, use, excise, occupational tax or any other Federal, state or municipal tax, duties or surcharges, permit fees, registration and inspection fees and costs have not been included in the Purchase Price, and Customer hereby assumes and agrees to pay and/or reimburse Seller for any of the above taxes, assessments, duties, or fees.

14. WAIVER The failure of either party to enforce at any time any of the provisions of the Contract shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions. All terms of the Contract are deemed to be fully set forth herein, and no agent, salesman, or other party, is authorized to bind Seller by an agreement or warranty not set forth herein. The parties status is that of independent contracting vendor and Customer. In the event any provision of the Contract proves to be invalid or unenforceable, such provision shall be disregarded and the non-conflicting valid provisions of the Contract shall remain in full force and effect.

15. DISPUTES; ATTORNEYS' FEES The Court of Udine shall have jurisdiction over any dispute between the Parties arising out of this Agreement. The prevailing party in any dispute shall be entitled to recover reasonable attorney's fees and costs from the other party.

16. ENTIRE AGREEMENT. The Contract represents the entire agreement between Seller and Customer and supersedes all prior negotiations, representations or agreements, express or implied. The Contract may be amended only by written instrument signed by Seller and Customer. The present General Terms and Conditions of Sale prevail over any other conditions or clauses formulated by the buyer party.

Lauzacco, 11/01/2021

Rosati Marcello
Sales Manager

Zorzini Monica
CEO