

## General Terms and Conditions of Sale

### 1 - GENERAL PROVISIONS

1.1 In addition to the terms and expressions defined elsewhere in these General Terms and Conditions of Sale (hereinafter referred to as the "General Terms and Conditions of Sale"), the following terms and expressions shall—when indicated with an initial capital letter—have the meaning conventionally attributed or referred to in this Article 1.1 :

- "Buyer": the natural or legal person from whom the Seller (hereinafter defined) receives the purchase order;
- "Contract": the Buyer's purchase order, accepted by the Seller, including these General Terms and Conditions of Sale (hereinafter defined);
- "EXW": the rules governing the rights and obligations of the Buyer and the Seller (hereinafter defined), corresponding to the Incoterm Ex Works, as provided under the Incoterms® 2020 published by the International Chamber of Commerce of Paris;
- "DDP": the rules governing the rights and obligations of the Buyer and the Seller (hereinafter defined), corresponding to the Incoterm Delivered Duty Paid, as provided under the Incoterms® 2020 published by the International Chamber of Commerce of Paris;
- "Parties": the Buyer and the Seller jointly;
- "Products": the Seller's products as shown in the price lists and catalogues available from time to time on the website [www.artetemi.it](http://www.artetemi.it), or as indicated in the customized quotations requested and accepted by the Buyer;
- "Seller": Jordan Strackett LLC, having its registered office at 8 The Green Street, Dover, Delaware 19901, USA, and its Italian operating office at Via Sant'Antonio 1, 41053 Maranello (MO), Italy, owner of the ARTETEMI trademark, ITIN 967-91-3389, Employer Identification Number 32-0566758.

1.2 The terms and conditions set forth below (the "General Terms and Conditions of Sale") constitute an integral and substantial part of each Contract entered into between the Seller and the Buyer for the sale of the Products and shall prevail over any terms and conditions prepared by the Buyer, unless expressly accepted in writing by the Seller.

1.3 The Seller reserves the right to amend, supplement or modify these General Terms and Conditions of Sale by attaching such amendments to its offers or to any written communication sent to the Buyer. Should such amendments, supplements or modifications not be accepted by the Buyer within 7 (seven) days from the date of notification, the previously accepted General Terms and Conditions of Sale shall remain in force.

### 2 - OFFERS AND ORDERS

2.1 Any offer made to the Buyer by business finders or other intermediaries, as well as any purchase proposal forwarded by them to the Seller, shall not be binding upon the Seller until the Buyer's order has been accepted by the Seller pursuant to Article 2.2 below.

2.2 The order placed by the Buyer shall not be deemed accepted until it has been confirmed in writing by the Seller through an order confirmation and upon receipt of the agreed down payment. Should the Seller fail to issue a written order confirmation, the issuance of the invoice or the execution of the order by the Seller shall constitute acceptance.

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2.3 No Bypass Obligation: The Buyer undertakes not to contact, either directly or indirectly, the manufacturers, craftsmen, designers, business partners, subcontractors or collaborators introduced by ARTETEMI for the purpose of purchasing products or services directly, thereby circumventing ARTETEMI's commercial role. This obligation shall remain in force for 3 (three) years following the termination of the last commercial relationship between the Parties.

2.4 For each breach of Article 2.3, the Buyer shall pay a contractual penalty equal to 30% of the net value of the supply that is the subject of the breach and of all subsequent supplies directly or indirectly attributable to the same commercial relationship, without prejudice to the Seller's right to compensation for any greater damage. Evidence of the breach may include e-mails, social media messages, and invoices issued directly, proving the breach. This restriction shall not apply to suppliers or subcontractors who were already known to the Buyer, already included in the Buyer's commercial database, and from whom the Buyer had already purchased at least once. In the event of a dispute, the Buyer shall provide conclusive documentary evidence by means of invoices, purchase orders, contracts, commercial offers, e-mails, certified electronic mail (PEC), messages originating from social media platforms or electronic messaging systems, banking documentation, photographs, and any other evidence having probative value or any other documentation bearing a certified date prior to the Buyer's registration on the website [www.artetemi.it](http://www.artetemi.it). Where the Seller has reasonable grounds to believe that this Article has been breached, it may request commercial documentation suitable for verifying compliance with the no-bypass obligation. The Buyer undertakes to cooperate in good faith and to provide such documentation within 15 days from the request. Any unjustified refusal shall constitute prima facie evidence of a breach.

2.5 Upon receipt from the Seller of quotations, offers, including products, prices, delivery terms and related commercial information, including renderings, drawings, 3D models, preliminary studies useful for the conclusion of the order, the Buyer undertakes not to disclose such information to third parties except solely and exclusively to its own end customers. The Buyer shall also be responsible for the conduct of its employees, directors, collaborators, consultants, designers and subcontractors to whom such information has been disclosed. Any breach of this provision shall constitute a breach of the no-bypass obligation set forth in Article 2.3.

2.6 Renderings, drawings, 3D models, preliminary studies, executive drawings and all technical documentation shall remain at all times the exclusive intellectual property of the Seller. Payment of the agreed amount grants the Buyer exclusively the right to use such materials solely for the purposes of performing the Contract.

2.7 In the event of the development of "Bespoke" products, where the project derives from a joint creative contribution of the Buyer and the Seller, any intellectual property rights shall be jointly owned by the Parties, each holding a 50% interest, unless otherwise agreed in writing. Neither Party may register patents, utility models, registered designs or models, nor grant licenses to third parties or commercially exploit the project outside its own business activity without the prior written consent of the other Party. In any event, the Seller shall retain exclusive ownership of the production know-how, construction techniques, manufacturing processes, engineering studies, supplier network, production methods, and all industrial information used for the manufacture of the product.

## 3 – DELIVERY TERMS

3.1 Delivery of the Products shall take place according to the delivery term agreed between the Parties and specified in the order confirmation. Unless otherwise agreed, the default delivery term shall be EXW (Ex Works). The Seller shall perform delivery by making the Products available to the Buyer within the time limits and at the places specified in the Contract (the "Delivery").

3.2 The Seller shall not be liable for any loss of or damage to the Products after Delivery. Under no circumstances shall the Buyer be released from the obligation to pay the purchase price of the Products once Delivery has taken place, or, where agreed, even prior to Delivery.

3.3 Without prejudice to the remedies provided for under Article 9 below, Delivery may be suspended in all cases where the Buyer fails to comply with its obligation to pay the price of the Products and/or the related advance payments. The Seller shall also be entitled to suspend any other production in progress relating to other orders placed by the same Buyer.

3.4 All delivery and shipment timeframes for the Products—even where defined as mandatory—shall in any case be considered indicative and assumed by the Seller with the reasonable margin of tolerance. The Delivery date—although indicative—shall be solely and exclusively the one specified in the Seller's order confirmation.

3.5 In the event of a delay in Delivery exceeding the customary tolerance, the Buyer may cancel only the portion of the order relating to the Products whose Delivery has not taken place within 120 (one hundred twenty) days following the Seller's receipt of the Buyer's notice of cancellation, to be sent by e-mail, unless otherwise agreed in writing between the Parties.

3.6 The Buyer may neither cancel its order nor withdraw from the Contract where the delay in Delivery is caused by events of force majeure referred to in Article 6 below.

3.7 The Seller may withdraw from the Contract by written notice to the Buyer in the event of force majeure as provided under Article 6 below.

3.8 Should Delivery fail to take place for reasons attributable to the Buyer, Delivery shall be deemed to have occurred for all purposes—including the commencement of payment terms and the issuance of the invoice—upon simple notification to the Buyer that the Products are ready for collection. The Seller shall therefore be released from any liability for destruction, damage to, or loss in value of the Products.

3.9 The Buyer undertakes to notify the Seller if the Products are not delivered to the destination indicated in the transport document, or if the Products are delivered to a place other than that indicated in the transport document, within 48 (forty-eight) hours from the scheduled delivery date at the place of destination. Such notification shall be sent by e-mail and shall also include a copy of the signed transport document.

Upon receipt of the above communication together with the required documentation, the Seller shall regularize the invoices issued by applying VAT pursuant to Italian Presidential Decree No. 600/1973 for the Italian market. It is understood that the Buyer undertakes to indemnify and hold the Seller harmless against any taxes, surcharges, interest, penalties of any kind, as well as legal expenses, arising from assessments

made against the Seller by the Tax Authorities as a consequence of such failure to notify in writing or, in any event, as a consequence of delivery of the Products to a destination different from that indicated in the transport document. The Buyer, acknowledging the communication that the Seller requires the carrier to sign, further undertakes to notify both the carrier and the Seller of any change or modification to the destination of the Products. Failure to comply with the above obligation shall entitle the Seller to charge the Buyer for any taxes, surcharges, interest, penalties of any kind and legal costs arising from any findings made by the Tax Authorities due to such failure to communicate. The Buyer also undertakes to provide the Seller with all details relating to any access requirements essential for the delivery of the order and may not hold the Seller responsible for any delays resulting from difficult access conditions.

3.10 Except in cases of wilful misconduct (fraud) or gross negligence, any liability of the Seller for damages arising from delayed or failed Delivery (whether total or partial) of the Products is expressly excluded.

3.11 Should the Buyer fail to collect the orders at the delivery point, as provided for in the order confirmation with regard to the agreed delivery term, after 10 (ten) days the Seller shall apply storage, insurance, handling and any additional costs incurred for the custody, preservation or management of the goods. Upon expiry of 90 (ninety) days from the notice that the goods are ready for collection, the Seller may terminate the Contract, retain the advance payments received as a contractual penalty, without prejudice to compensation for any greater damage, and freely dispose of the goods.

## 4 – PRICES AND TERMS OF PAYMENT

4.1 The prices of the Products indicated in the quotations shall be understood as EXW; consequently, any other costs or expenses relating to the shipment, delivery and/or transportation of the Products shall be borne exclusively by the Buyer. The Seller reserves the right to amend its quotations at any time by giving thirty (30) days' prior notice. As a general rule, the quoted prices shall remain fixed for a minimum period of 30 (thirty) days. After such period, the prices shall be mutually redetermined by the Parties. Any funds necessary to cover costs and expenses chargeable to the Buyer shall, where applicable, be advanced by the Buyer to the Seller. By way of example only and without limitation, such costs and expenses include additional packaging costs, transportation costs, ancillary charges, taxes, stamp duties, customs duties and any other additional charges not included in the quoted prices. The prices of the Products may be subject to correction in the event of printing errors.

4.2 The prices of the Products are exclusive of VAT, which shall be paid in accordance with the invoice for the Italian market. For foreign markets, customs duties and taxes (where applicable) shall be quoted separately.

4.3 Should increases occur between the date of the order confirmation and the date of Delivery (in the case of EXW) or the commencement of shipment (in the case of DDP) in the cost of raw materials, energy, labor, fuel, production costs, transportation costs or similar cost components, the Seller may increase the agreed price by giving written notice to the Buyer, including by e-mail. However, if such increase exceeds 20% of the price agreed upon at the time of the order confirmation, the Buyer may withdraw from the Contract by notifying the Seller of such intention by e-mail within the mandatory period of 3 (three) days from receipt of the notice of the price increase. Failing such notice, the new price shall be deemed accepted.

4.4 The place of payment shall be the Seller's registered office, including where bills of exchange, bank receipts or negotiable instruments are issued. Any acceptance by the Seller of bills of exchange, promissory notes, assignments or bank cheques shall always be deemed made subject to collection and shall not constitute a novation of the debt.

Unless otherwise agreed in writing, payment shall be made as follows:

- 50% (fifty percent) upon order confirmation;
- 50% (fifty percent) upon notification that the goods are ready for collection ("goods ready notice").

4.5 Without prejudice to any other remedies provided by law and/or under the Contract, the Seller shall apply default interest on late payments in accordance with Italian Legislative Decree No. 231/2002.

4.6 In the event of online resale of the Products, the Buyer undertakes to comply with the provisions contained in the "Special Conditions Governing Online Sales" made available by the Seller. Should the Buyer breach any obligation contained in such Special Conditions, the Seller shall be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

4.7 The Buyer shall remain free to determine the resale prices of the Products purchased from the Seller. The Seller reserves the right to communicate to the Buyer the commercial terms or advertised prices to be applied for the launch of specific new Products, together with the duration of the launch promotion, in compliance with the applicable legislation. Should the Buyer fail to comply with the conditions established for the launch promotion, the Seller shall be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

4.8 Any modification requested after approval of the order, which takes place upon payment of the agreed advance specified in the order confirmation, shall result in a new quotation, new delivery terms and new payment terms, together with the corresponding adjustment of the advance payment and final balance, where applicable.

4.9 Likewise, any delay by the Buyer in providing details necessary for the completion of the order (such as the selection of materials, dimensions, approval of drawings or samples, or any other information required for production and delivery) shall automatically suspend the delivery schedule.

## 5 – WARRANTY TERMS

5.1 The Seller warrants that the Products are free from defects and faults for a period of 12 months from delivery/installation, where applicable. The warranty operates within the limits set forth in Article 1495 of the Italian Civil Code. Any indications of weights, measurements, dimensions, colors, shades and other data contained in the Seller's catalogues and brochures are merely indicative and are not binding. Furthermore, given the variability of the Product, the characteristics of the samples previously sent by the Seller to the Buyer shall be considered indicative and non-binding. Under the warranty obligation, the Seller shall, at its sole discretion, repair or replace any Product found to be defective or faulty, within the limits of this Agreement. Such remedy shall constitute the Seller's sole obligation under the warranty and, in any event, without any further obligation to compensate any direct, indirect or consequential damages suffered by the Buyer and/or third parties arising from defects in the Products, without prejudice to any mandatory provisions

of law. In any event, the Parties acknowledge that the Seller's total liability towards the Buyer shall be limited to the price paid by the Buyer for the Products giving rise to the Seller's liability. This limitation shall not apply in cases of willful misconduct or gross negligence on the part of the Seller, nor where such limitation is prohibited by mandatory provisions of law. Compensation for loss of earnings, loss of profit, loss of customers, loss of business opportunity, reputational damage, inability to use real estate, yachts, hotels, showrooms or other business activities shall in any event be excluded. The warranty shall in any event exclude the costs of dismantling, reassembly, reinstallation, transportation, urgent shipments, cranes, lifting platforms, scaffolding, masonry works, finishing works, personnel travel expenses and any other costs incurred in order to allow the replacement or repair of the Product, unless otherwise agreed in writing between the Parties.

**5.2** Any claim relating to apparent damage, shortages, non-conformities or irregularities shall be immediately notified in writing by certified electronic mail (PEC), e-mail or any other means suitable to prove receipt of the communication, to the address communicated by the Seller. The signature of the delivery document by the Buyer, or by any person acting on its behalf, or by the client, the Buyer's representative, the project manager or the site personnel present at the place of delivery expressly or implicitly entrusted with receiving the goods, shall constitute proof that the goods have been delivered in conformity with the order received. Claims shall be accompanied by detailed photographic documentation, a copy of the delivery documents and any other element useful for the assessment of the claim. Claims relating to apparent damage shall be noted with a specific reservation on the delivery documents at the time of delivery and notified in writing within 3 (three) working days from delivery. Claims relating to hidden damage shall be notified in writing within 4 (four) working days from delivery. Upon expiry of such time limits, the shipment shall be deemed definitively accepted, without prejudice to any mandatory provisions of the applicable law.

**5.3** It is understood that the warranty referred to in this Article shall be excluded in relation to installation, as well as where the defect and/or fault of the Products depends on improper use, modification or alteration of the Products attributable to the Buyer, or on maintenance not carried out in accordance with the Seller's instructions, or on interventions performed by unauthorized personnel.

**5.4 Handcrafted Products and Natural Materials ("Handcrafted").** All Products are manufactured predominantly by hand by skilled craftsmen and may consist of natural materials such as marble, stone, onyx, wood, metals, leather, fabrics or other precious materials. Therefore, veins, porosity, color variations, shades, natural inclusions, micro-cracks, dimensional differences, workmanship marks, welds, polishing and other characteristics resulting from manual craftsmanship or from the nature of the materials constitute distinctive elements of value and uniqueness of the Product and shall not be considered defects or faults, nor shall they constitute grounds for claims, rejection of the goods or requests for compensation.

**5.5** The warranty shall also lapse in the event of installation carried out by the Buyer or by third parties not authorized by the Seller, improper handling, incorrect storage, exposure to weather conditions where not intended, as well as use of the Product for purposes other than its intended use.

**5.6** The Products are frequently intended to be installed at construction sites for villas, yachts, hotels, showrooms, luxury residences and other complex facilities where several companies, craftsmen and suppliers operate simultaneously. The Seller shall not be liable for damage, alterations, deterioration, partial or total loss, impacts, scratches, breakages, deformations, as well as accidental events, theft, fire, flooding, acts of vandalism, weather events or force majeure occurring after delivery of the Products and/or attributable

to the activity of third parties, handling carried out by personnel other than the Seller, storage on construction sites, subsequent works or interference with other works.

**5.7** Any repairs, replacements or interventions carried out under warranty shall not result in the renewal or extension of the original warranty period, which shall continue to run from the date of the initial delivery of the Product.

**5.8** Photographs, renderings, catalogues, brochures, drawings, samples, mock-ups and any illustrative material are exclusively for illustrative purposes only and do not constitute a contractual description of the Product. Differences resulting from the color rendering of electronic devices, lighting, photography, perspective or the natural variability of the materials shall not constitute defects or contractual non-performance.

**5.9** The Buyer shall forfeit all warranty rights if it carries out, directly or through third parties, any repair, modification or alteration of the Product without the Seller's prior written authorization.

**5.10** Products manufactured according to the specific instructions of the Buyer, the architect, the designer or the client shall be deemed approved from both a design and aesthetic standpoint. The Seller shall not be liable for any defects, functional limitations or aesthetic results deriving from projects, drawings, technical specifications or instructions provided by the Buyer or by third parties appointed by the Buyer.

**5.11** Any defects or faults that do not substantially prejudice the functionality, safety or intended use of the Product shall not entitle the Buyer to refuse delivery, suspend payments, terminate the Agreement or request the complete replacement of the Product, without prejudice to the Seller's right to remedy the defect by repair or by any other remedy deemed appropriate.

## 6 – FORCE MAJEURE

6.1 The Seller may suspend performance of and/or withdraw from the Contract where performance becomes objectively impossible or commercially excessively burdensome due to an unforeseeable event beyond its reasonable control, including, by way of example but not limitation, strikes, labor disputes, accidents, explosions, boycotts, lockouts, fires, war, earthquakes, civil war, riots and revolutions, epidemics, requisitions, embargoes, power outages, floods, acts or omissions of law or government, acts of terrorism, delays or inability to obtain supplies from its own suppliers, breakdowns of essential machinery or equipment, and any other causes similar to those listed above. Furthermore, delays attributable to the Seller's suppliers and artisan subcontractors, production stoppages, or unforeseen shortages of raw materials shall automatically suspend the applicable delivery deadlines.

## 7 – ANTI-CORRUPTION. CODE OF ETHICS

7.1 The Buyer shall comply with all applicable laws, regulations and directives issued by any authority, governmental body or other national or international institution concerning corrupt practices and offences (the "Applicable Law"), including laws relating to unlawful payments, offers, promises of money or any other benefit to public officials or persons entrusted with public service duties in connection with the performance of their official functions or powers.

7.2 In particular, the Buyer shall comply with the provisions of the U.S. Foreign Corrupt Practices Act (FCPA), the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (1997), and any other Applicable Law relating to anti-corruption.

7.3 The Buyer undertakes, on its own behalf and on behalf of its officers, directors, employees, collaborators and consultants, not to carry out, either directly or indirectly, any act in connection with the performance of any Contract that may constitute an offence under any Applicable Law. In particular, the Buyer undertakes, on its own behalf and on behalf of its officers, directors, employees, collaborators and consultants, not to offer, give or authorize:

- a) any payment, gift or other benefit to public officials, persons entrusted with public service duties, employees or agents of any authority, governmental body or other national or international institution;
- b) any contribution of any nature whatsoever to any person standing as a candidate for public office.

7.4 The Buyer shall comply with the provisions of Italian Legislative Decree No. 231/2001.

7.5 The Buyer undertakes, on its own behalf and on behalf of its officers, directors, employees, collaborators and consultants who come into contact with the Seller during the performance of the Contracts, to inform the Seller's designated representative of any act, fact or circumstance of which they become aware that may constitute an offence under Italian Legislative Decree No. 231/2001 or which may otherwise give rise to the Seller's administrative liability under such legislation.

7.6 Should the Buyer, during the performance of the Contract, engage in any conduct described under Article 2635 of the Italian Civil Code, the Seller shall be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

7.7 In the event of a breach by the Buyer of any of the obligations set forth in Articles 7.3 and 7.5, the Seller shall be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code. The Buyer represents and warrants that it has not been designated as, nor is it controlled by or associated with, any person or entity included on any restrictive lists maintained by the United States, the European Union, or any other country, including, without limitation, the U.S. Department of the Treasury – Office of Foreign Assets Control (OFAC) – Specially Designated Nationals and Blocked Persons List (SDN List). The Buyer further undertakes not to sell or otherwise transfer the Products to any such persons or entities. The Buyer further represents that it complies with all applicable economic sanctions, export control laws and regulations in force in the United States, the European Union, and any other applicable jurisdiction, including, without limitation, the regulations administered by the Office of Foreign Assets Control (OFAC).

7.8 In the event of a breach by the Buyer of any of the obligations, representations and warranties referred to in this Article 7, the Seller shall be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

## 8 – PROCESSING OF PERSONAL DATA

8.1 For the purposes of performing the Contract, the Parties undertake to comply with all obligations arising under Regulation (EU) 2016/679 concerning the protection of natural persons with regard to the processing of personal data and the free movement of such data (the "GDPR"), as well as, where applicable, Italian

Legislative Decree No. 196/2003 (the "Privacy Code"), as last amended by Italian Legislative Decree No. 101/2018, together with any measures issued by the Italian Data Protection Authority.

8.2 By accepting this Contract, each Party acknowledges, within the scope of its respective responsibilities, that its own personal data and/or the personal data of its employees and/or collaborators involved in the performance of the Contract may be disclosed to the other Party and processed by the latter in its capacity as an independent Data Controller, solely for purposes strictly connected with the establishment and performance of the Contract.

8.3 In particular, the Buyer acknowledges that its own personal data and/or the personal data of its employees and/or collaborators involved in the activities governed by the Contract shall be processed by the Seller in its capacity as an independent Data Controller, for the purposes and in the manner set out in the "Customer Privacy Notice" issued pursuant to Articles 13 and 14 of the GDPR, which the Buyer undertakes to communicate to its employees and collaborators.

## 9 – TERMINATION OF THE CONTRACT

9.1 The Seller shall be entitled to terminate each Contract entered into with the Buyer, with immediate effect, pursuant to Article 1456 of the Italian Civil Code, by written notice sent by e-mail declaring its intention to rely upon this express termination clause, in the following cases:

- a) where the Buyer fails to comply with the obligations set forth in Articles 3.9, 4, and 7 of these General Terms and Conditions of Sale;
- b) where the Buyer commits a serious breach of its contractual obligations.

9.2 The Seller shall be entitled to withdraw from each Contract with immediate effect by notice sent by e-mail to the Buyer declaring its intention to exercise this right in the following cases:

- a) in the circumstances referred to in Articles 1.3, 3.7, and 6.1;
- b) where the Buyer becomes subject to enforcement proceedings, insolvency proceedings or liquidation;
- c) where the Buyer's financial, economic or asset situation reasonably leads the Seller to presume that the Buyer is in a state of financial distress;
- d) where the shares and/or the ownership interest representing the majority or control of the Buyer's share capital, where the Buyer is incorporated as a company, are directly or indirectly transferred, assigned or pledged as security.

## 10 – RETENTION OF TITLE

10.1 The Seller shall retain ownership of the Products until full payment of the agreed purchase price has been received. Accordingly, the Buyer undertakes to:

- i) use the Products properly and in accordance with their intended purpose;
- ii) refrain from transferring the Products to third parties unless expressly and previously authorized in writing by the Seller.

In such event, the Buyer hereby assigns in advance to the Seller all rights arising from the resale of the Seller's Products. The Seller hereby accepts such assignment in advance. Should the Buyer fail to make full or partial payment for the supplied Products by the agreed due date, the Seller shall be entitled to repossess the delivered Products upon simple request. Notwithstanding the foregoing, the Buyer shall remain liable for any

damage to or loss of the Products occurring after Delivery, including where caused by force majeure, unforeseen events or any other event not attributable to the Buyer.

## 11 – GOVERNING LAW – EXCLUSIVE JURISDICTION

11.1 These General Terms and Conditions of Sale and each Contract entered into between the Buyer and the Seller shall be governed by Italian law.

11.2 Any dispute arising between the Parties concerning the interpretation, validity or performance of these General Terms and Conditions of Sale or of any Contract shall be subject to the exclusive jurisdiction of the Court of Modena, Italy.

11.3 It is understood between the Parties that only the Seller, at its sole discretion, shall have the right to waive such exclusive jurisdiction referred in Article 11.2 and bring legal proceedings against the Buyer before the court having jurisdiction over the Buyer's registered office or domicile.

11.4 For the interpretation of delivery terms and any other commercial terms that may be used by the Parties, reference shall be made to the Incoterms® 2020 published by the International Chamber of Commerce (ICC), Paris.

## 12 – SELLER'S TRADEMARKS, DISTINCTIVE SIGNS AND IMAGES

12.1 The Seller's trademarks, logos and other distinctive signs, domain names, designs and models, texts and graphics, images and any advertising material belonging to the Seller and/or relating to its Products or those of its subcontractors (hereinafter, collectively, the "Seller's Property") are the exclusive property of the Seller and are protected by the applicable industrial and intellectual property laws. The Buyer is therefore authorized to use the Seller's Property solely in accordance with the provisions of this Article, any other or different use being expressly excluded. In the event of any breach, the Buyer shall bear sole responsibility and undertakes to indemnify and hold the Seller harmless from any adverse consequences, including claims or actions brought by third parties.

12.2 In particular, the Seller's Property shall be used:

- only by reproducing material made available by, or directly attributable to, the Seller, expressly excluding images, reproductions or similar materials obtained from other sources;
- exclusively for descriptive and reference purposes relating to the Seller's original Products, insofar as such use is functionally and directly connected with the sale of those Products by the Buyer and therefore limited to descriptive/reference material concerning Products purchased by the Buyer, displayed, made available or distributed at the Buyer's points of sale, through direct marketing activities and/or published on the Buyer's official website and social media channels. It is understood that the Seller's trademarks relating to the relevant Products shall always appear in such descriptive/reference material. The inclusion of links to the Seller's websites, institutional channels and contact details is permitted but shall not be mandatory.
- by accurately reproducing the shapes, dimensions, colors and proportions, which shall not be modified in any way whatsoever.

12.3 Under no circumstances, not even temporarily, may the Buyer make the Seller's Property available to third parties. Any form of transfer, assignment, licensing or granting of rights of use, as well as any use in a manner or form other than those expressly authorized, is strictly prohibited. The following activities are expressly prohibited:

- filing and/or registering, anywhere in the world, trademarks identical or similar to the Seller's trademarks, as well as web domain names and/or social media accounts, pages or groups (including personal ones) containing signs identical or similar to the Seller's trademarks;
- using the Seller's trademarks as the Buyer's company name, business name or corporate name;
- using the Seller's Property in the context of the Buyer's advertising or communication campaigns on third-party media (including newspapers, television, cinema, radio, outdoor advertising, third-party websites, social media channels or search engine advertising such as Google Ads), public relations activities, sponsorship initiatives or promotional events held outside the Buyer's points of sale, without the prior written authorization of Jordan Strackett LLC / ARTETEMI;
- in particular (without limitation), reproducing the Seller's Property on unauthorized media, gadgets or merchandising items, including those distributed free of charge; removing trademarks or other identifying indications contained therein; using the Seller's Property in such a way as to suggest to the public that the Seller sponsors, endorses or otherwise promotes the Buyer's business or any event (for example, sporting events), or that there exists a commercial relationship between the Seller and the Buyer other than that of supplier and end customer or reseller (for example, by creating a website identical or similar to that of the Seller, including through framing techniques); using the Seller's Property in a manner likely to damage the image, reputation or commercial positioning of the Seller, its trademarks or its Products; or using the Seller's Property within misleading or comparative advertising involving third-party products. Any use of the Seller's Property outside the cases expressly permitted herein must be previously agreed in writing with the Seller. For example, any use of the Seller's Property on the Buyer's letterhead must receive the Seller's prior written authorization. The Seller reserves the right, at its sole discretion, to require the immediate cessation of any use of the Seller's Property that does not comply with this Article or has not been authorized, as well as the right to commence legal proceedings before the competent courts for the protection of its rights. In any event, the Buyer's right to use the Seller's Property as provided under this Article shall automatically terminate upon the termination, for any reason whatsoever, of the Buyer's sale of the Seller's Products under these General Terms and Conditions of Sale. During the business relationship with the Seller, the Buyer shall also promptly inform the Seller of any infringement of the Seller's Property committed by third parties, as well as of any claim or legal action brought by third parties relating to the Seller's Property of which the Buyer becomes aware.

## 13 – FINAL PROVISIONS

13.1 The invalidity, in whole or in part, of any individual provision of these General Terms and Conditions of Sale shall not affect the validity or enforceability of the remaining provisions.

13.2 These General Terms and Conditions of Sale may be amended, supplemented or modified exclusively by the Seller and only in writing.

## SPECIAL CONDITIONS OF SALE

1. The prices of the Products supplied by the SUPPLIER are agreed at the time of the quotation, estimate or initial pro forma invoice following the BUYER'S request and are confirmed upon issuance of the order confirmation and payment of the required advance. Such prices are all-inclusive of any other charges (including packaging, testing, certificates, collection charges, etc.) and, where applicable, transportation costs according to the agreed delivery term shall be quoted separately. In the event of technical modifications requested by the end customer, the quoted prices shall be immediately adjusted by the SUPPLIER. As a general rule, the quoted prices shall remain fixed for a minimum period of 30 (thirty) days. After such period, the prices shall be mutually redetermined by the Parties.
2. No return of Products shall be accepted unless previously agreed and authorized in writing by the commercial staff of Jordan Strackett LLC / ARTETEMI.
3. Collection of the Products for shipment shall take place on the agreed date, where possible, as specified in the order confirmation. Cancellation of Products already entered into the shipping schedule shall not be accepted.
4. Unless the commercial relationship between the Parties already provides for different payment terms, the agreed method of payment shall be Bank Transfer. The amount of VAT, together with any transportation costs under Delivered Duty Paid (DDP) terms, where applicable, shall be charged in full with the first payment instalment.
5. The Products shall be supplied Ex Works (EXW) from the Seller's production facilities and/or those of its suppliers and subcontractors, unless otherwise expressly agreed in writing.
6. The provisions relating to the no-bypass obligation, confidentiality, intellectual property, limitation of liability, governing law, and jurisdiction shall continue to remain effective even after termination of the Contract, for the period specified in the relevant clauses or, where no specific period is provided, until the applicable limitation period governing the relevant rights has expired.
7. These General Terms and Conditions of Sale, together with the order confirmation and any attachments expressly referred to therein, constitute the entire agreement between the Parties and supersede any prior negotiations, communications, understandings or agreements, whether written or oral, relating to the same subject matter.
- 8- In the event that the Seller has entered into with the Buyer a specific Supply Agreement, Framework Agreement, NDA or any other commercial agreement, the provisions contained therein shall prevail over these General Terms and Conditions of Sale solely with respect to the matters governed by such agreements.
- 9- These General Terms and Conditions of Sale constitute an integral part of each order confirmation and shall be coordinated with any framework agreements, supply agreements, logistics agreements and confidentiality agreements entered into between the Parties.