

General terms and conditions of sale

Supplies to businesses and professionals

Provisional version prepared for SANITEA commercial documents and subject to legal review. The final version will be identified separately. Validly concluded specific agreements and mandatory provisions of law remain unaffected.

English translation dated 14 September 2026. The Italian text prevails as provided in clause 16.3.

1. Scope and applicable regimes

1.1 These terms govern supplies by SANITEA S.R.L. to businesses and professionals. Sales to consumers are excluded. They apply only to contracts into which they have been validly incorporated before the contract is concluded.

1.2 Clauses 1-17 apply to ordinary sales and, to the extent compatible, to contracts for works or services (appalto). Where the requirements of Italian Law 192/1998 are met, Annex S also applies and prevails over incompatible provisions. Classification depends on the actual performance and relationship, not solely on the OEM label or the designation chosen by the parties. Both sales and contracts for works or services may fall within the subcontracting regime; the rules specific to the actual contract remain applicable.

2. Quotations, orders and order of precedence

2.1 Quotations are valid for 30 days from issue unless a different period is stated. A customer's order requires SANITEA's written confirmation, without prejudice to other methods of contract formation provided by law. A confirmation containing changes requires the customer's acceptance; silence alone is insufficient to introduce different terms.

2.2 The following order of precedence applies: mandatory law; specific agreements and deviations expressly agreed in writing; the signed framework agreement; the accepted order confirmation; these terms and, where applicable, Annex S. Accepted technical specifications prevail as regards product characteristics and inspections, without themselves introducing different commercial or legal terms. An order does not tacitly amend the framework agreement.

2.3 SANITEA does not accept a customer's purchasing terms merely because they are referred to in an order or portal. Express acceptance of those terms or identified deviations is required. This provision does not invalidate agreements already concluded or override the effects which the law attaches to the commencement of production, including Article 2 of Law 192/1998. Differences must be resolved before performance begins.

3. Identification, specifications and quantities

3.1 The supply is identified by item, description, quantity, unit of measure and, where relevant, drawing and revision. The customer code is an agreed reference to the item supplied. In the event of inconsistency, SANITEA requests clarification before manufacturing or shipping.

3.2 Materials, finishes, dimensional tolerances, intended use, tests and certifications are set out in the accepted specifications. The customer communicates the final application and constraints; SANITEA identifies issues detectable with the professional diligence required. Requirements for contact with water intended for human consumption apply where relevant to the product and its use, without prejudice to mandatory law. Catalogues and images do not extend the agreed performance.

3.3 The contractual quantity is the quantity ordered; there is no automatic quantity tolerance. Any permitted percentages for dedicated production must be stated in the accepted quotation. A quantity tolerance does not permit out-of-specification products, scrap or defects.

4. Prices, review and cost changes

4.1 Prices, currency and discounts are those confirmed. VAT and taxes apply as required by law. Transport, special packaging, additional tests, development and tooling are charged if included in the quotation or separately accepted. Accepted orders retain their price, subject to clause 4.4 where applicable, agreed changes and legal remedies. An express agreement for a fixed price without adjustment prevails over clause 4.4; merely stating a unit price in the order does not constitute such a deviation.

4.2 Under framework agreements incorporating these terms, prices for new call-off orders not yet accepted are subject to the following upward and downward review: $P = P_0 \times (0.60 + 0.40 \times I / I_0)$. P_0 is the original net unit price; I_0 is the latest monthly ISTAT industrial producer price index for the domestic market, intermediate goods grouping, published on the quotation date; I is the latest index published on the review date. The same non-seasonally adjusted series and base are used, with appropriate linking in the event of rebasing.

4.3 Reviews take place on the first day of January, April, July and October, starting with the first such date at least 90 days after the quotation. The price changes if the calculated result differs from the current price by at least 3% in absolute terms. SANITEA provides the indices and calculation with 30 days' notice; the new price applies only to call-off orders accepted after that period. The customer may also request the review and any reductions. The original base is not reset after each review. If the series is discontinued without an official linking method, the current price remains until the parties agree a replacement.

4.4 Individual orders with delivery agreed more than 120 days after acceptance, including orders outside a framework agreement, are subject to a symmetrical price adjustment solely for quantities still to be performed. Only post-order changes, not attributable to either party, in the unit cost of materials and external transport actually required are considered. Margins, internal inefficiencies, costs already secured by purchases or hedging, and changes caused by SANITEA's delays are excluded. P_0 is the accepted net unit price; C_0 is the documented initial unit cost of eligible materials and external transport, C_1 is the updated cost on the same basis, and $D = C_1 - C_0$. Quantities and allocation criteria remain comparable.

Where C_0 is positive, if the absolute value of D does not exceed 10% of C_0 , the price remains P_0 . Once this threshold is exceeded, the entire change is passed through, including decreases: $P = \max(0; P_0 + D)$. This is not a deductible: changes below the threshold are absorbed, while exceeding it triggers full pass-through. If C_0 is zero or undocumented, this automatic mechanism does not apply; specific agreements and applicable legal remedies remain available. Data available 30 days before the agreed delivery are used and the calculation is communicated before shipment. SANITEA also provides verification for decreases; the customer may request it. Undocumented increases do not apply. Each quantity is reviewed only once; the same change is not also counted under clause 4.2, a variation or another mechanism.

The supporting documentation compares original quotations or purchase commitments with costs relevant to the supply, making the calculation verifiable while protecting confidential information unrelated to the relationship. The parties examine any reasoned objections within 15 days of notification; judicial protection concerning the price determinable under this rule remains available. A dispute does not in itself authorise suspension, cancellation or the discretionary imposition of a price. Legal remedies for imbalances not governed by this clause remain available, including Article 1467 of the Italian Civil Code and, where applicable, Article 1664, without double recovery. Clause S3 additionally applies to subcontracting.

5. Payment, suspension and set-off

5.1 In the absence of a different valid term, payment is made by bank transfer within 30 days of receipt of the invoice; if the goods or services are received later, the period runs from that receipt, subject to any mandatory commencement rules. Clause S2 prevails for subcontracting. Advances and specific due dates are stated in the order. A payment proforma identifies the order, advance or balance and bank details; it does not change the agreement or replace the invoice required.

5.2 Overdue amounts bear the interest and recovery costs due under Italian Legislative Decree 231/2002 and applicable special provisions. Advance payments received are allocated to the corresponding order and deducted from the balance.

5.3 For overdue amounts not subject to a specific, reasoned dispute, SANITEA may suspend unperformed obligations under the same contract after a written demand remains unanswered for 7 days. Suspension must be proportionate to the breach. Where deterioration in financial circumstances creates a clear risk of non-payment, SANITEA may request adequate security and rely on Article 1461 of the Italian Civil Code. Suspension ends when its cause ceases; SANITEA communicates the resumption schedule. Good faith, Articles 1460-1461 and the restrictions under insolvency and restructuring procedures remain applicable.

5.4 The customer may not unilaterally deduct debit notes, penalties or claims disputed by SANITEA from payments. Set-off is permitted where agreed in writing or based on claims established by a final decision, subject to mandatory rights. Defences of nullity, voidability and rescission, the court's powers under Article 1462 of the Italian Civil Code and mandatory subcontracting protections remain unaffected.

6. Deliveries and schedules

6.1 The confirmation specifies whether the date refers to collection, dispatch or arrival. Dates are delivery commitments; their status as essential deadlines requires express agreement or must follow from the nature and circumstances of the contract. Delay penalties not expressly accepted by SANITEA do not apply; legal remedies remain available.

6.2 Lead times run from availability of the required technical data and approvals and any agreed advance payment. Delays attributable to the customer entail only the strictly necessary postponement, communicated and explained by SANITEA. Partial deliveries require agreement or a previously accepted schedule. Consumption forecasts are not purchase commitments; binding quantities and corresponding periods must be stated in the framework agreement.

6.3 Under framework agreements and continuing or periodic supply relationships of indefinite duration, either party may terminate on at least 6 months' written notice. A longer period is required where necessary for adequacy in light of the relationship's duration, dependency, dedicated investments and reasonably available alternatives. Article 1569 of the Italian Civil Code remains applicable to continuing supply contracts; clause S5 prevails for subcontracting. Accepted orders and binding supply commitments remain to be performed. Termination does not create unagreed minimum purchases, permit abusive interruption or extend to fixed-term contracts. Termination for breach and other legal remedies remain available.

6.4 SANITEA may discontinue manufacture or sale of an item on at least 6 months' written notice, identifying the code, planned discontinuation date and any available alternative. The customer may request a last-time buy within 90 days of notification; SANITEA responds within 15 working days with proposed quantities, price and dates, explaining any capacity or procurement limits. The last-time buy becomes binding upon written agreement and is not unlimited in quantity. Accepted orders, minimum commitments and existing continuity or spare-part obligations remain fully effective; the notice does not cancel them.

Where discontinuation effectively entails termination of the relationship, clauses 6.3 and S5 also apply, including any longer adequate notice period. No technical change or substitution is imposed without the consent required by the specifications. Warranties, assistance already due, custody of the customer's property and protections against abuse of economic dependency remain unaffected. Legal prohibitions and supervening impossibility are dealt with under the applicable rules; commercial discontinuation may not be used to evade existing obligations.

7. Transport, collection and retention of title

7.1 The delivery terms, place and allocation of costs and risks accepted in the order apply. Failing agreement, for ordinary sales the goods are made available at SANITEA's premises; the customer arranges and pays for collection and assumes the risk upon delivery to it or its carrier. A shipment arranged by SANITEA requires written agreement on terms before departure. Incoterms apply only where the rule, named place and edition are specified.

7.2 After 15 days from a notice of goods ready that is consistent with the agreed date, failure to collect attributable to the customer entails reimbursement of documented, reasonable additional storage costs communicated in advance. Legal remedies for the creditor's delay remain available; there is no automatic abandonment of the goods.

7.3 In sales with deferred payment, SANITEA retains title to the goods until the corresponding price is paid in full, while risk passes on delivery under the agreed delivery terms. While identifiable and in the customer's possession, the goods must be kept with care and remain identifiable. The customer promptly reports seizures and third-party claims. Use in normal production is not prohibited; incorporation, processing and resale may limit the effects of retention of title. Enforceability against third parties requires compliance with applicable formalities, including those in the destination country. Recovery takes place by agreement or through lawful procedures.

8. Receipt and traceability

8.1 The customer checks packages, identification and quantities on receipt, records visible damage or shortages on the carrier's document and promptly notifies SANITEA. Failure to reserve rights against the carrier does not by itself extinguish warranty rights against SANITEA for product defects.

8.2 Claims identify the order or delivery note, item, quantity, available batch reference and problem found. The customer preserves evidence and segregates suspect products where necessary to prevent further damage. Later submission of photographs or samples does not make an already sufficiently identifiable notice late.

9. Defects and remedies

9.1 For sales governed by Italian law, the customer must notify defects within 8 days of discovery under Article 1495 of the Italian Civil Code, unless a different period is provided by law or validly agreed. Notice is unnecessary in cases of acknowledgement or concealment provided by law. The action is time-barred one year after delivery, subject to interruption, suspension and the conditions for asserting defects by way of defence. This reference to the limitation period does not create an additional one-year commercial warranty.

For sales of goods to be transported, the 8-day period for notifying apparent defects and quality deficiencies runs from receipt under Article 1511 of the Italian Civil Code. These are defects objectively detectable through ordinary diligent examination, taking account of the nature of the goods and the parties' status; discovery of defects requiring further processing or checks is not brought forward to delivery. Article 1491 concerning defects known or readily recognisable when contracting, its exceptions, and cases of acknowledgement or concealment remain applicable. No single 8-day period is introduced for contracts for works or services or for subcontracting.

9.2 Where the performance is classified as a contract for works or services, Article 1667 of the Italian Civil Code and other relevant provisions apply instead: notice within 60 days of discovery and a two-year limitation period from delivery, with the statutory exceptions. Clause S4 applies to subcontracting, without reductions contrary to Article 5 of Law 192/1998.

9.3 SANITEA examines the claim and, if it acknowledges that it is justified, promptly proposes repair or replacement at its own expense. Remedies available under the applicable regime remain available, including price reduction and termination where their requirements are met. Return authorisation organises verification and is not a condition for notifying a defect or pursuing a remedy.

9.4 Normal wear, misuse, incorrect installation or customer modifications exclude SANITEA's liability only for the defects and damage caused by them. Merely processing or integrating a component does not automatically extinguish rights.

10. Prototypes and development

10.1 Prototypes are intended for agreed testing, not final use unless expressly authorised. Sample approval covers the characteristics actually tested. Series production requires an accepted configuration, revision and inspection plan.

10.2 The customer verifies integration of the component into its finished product unless that activity forms part of SANITEA's assignment. Each party is responsible for the tests and obligations within its scope; mandatory safety and conformity liabilities are not excluded.

11. Moulds and customer property

11.1 A mould sold as a separate asset becomes the customer's property when its price is paid in full; a tooling contribution clearly described as such does not by itself transfer ownership. Physical ownership is distinct from rights in the design. SANITEA identifies and uses customer property for authorised jobs and exercises diligent custody.

11.2 Ordinary storage is included during supplies and for 3 years after the last completed order using the mould. After that period, SANITEA invites the owner in writing to collect it within 90 days. Following the notice period, documented, reasonable additional storage costs communicated in advance are reimbursable. Silence alone does not permit destruction or appropriation; a valid instruction from the owner or a legal procedure is required.

11.3 Cleaning and ordinary maintenance associated with use are included in processing prices unless otherwise stated and accepted. Extraordinary repairs or end-of-life replacements are quoted before performance; costs attributable to SANITEA's conduct remain at its expense. SANITEA promptly reports defects found in materials and equipment received from the customer.

12. Changes, cancellations and returns

12.1 Changes require written agreement on scope, cost and delivery before performance. The customer may not unilaterally cancel an accepted order except as provided by law or an agreed right. If SANITEA accepts a commercial cancellation, completed products are payable at the agreed price together with documented costs of work in progress and non-recoverable dedicated commitments, less savings and reuse, without double recovery. Except as provided by law, this charge does not exceed the price of the cancelled portion.

If the customer exercises the withdrawal right under Article 1671 of the Italian Civil Code in a contract for works or services, expenses incurred, work performed and lost profit remain payable as provided by law, without double recovery. The commercial cancellation provisions above do not waive SANITEA's right to that compensation or mandatory subcontracting protections.

12.2 Returns of conforming goods require SANITEA's written authorisation. Requests must be submitted within 30 days of delivery; goods must be intact, identifiable and resalable. For an authorised return, the credit equals the original net price less only documented inspection and restoration costs up to a maximum of 10%; transport is at the customer's expense. Products made to specification are excluded from this right unless otherwise specifically agreed. This rule does not concern returns for defects or reduce the related remedies.

13. Designs and third-party rights

13.1 Each party retains its pre-existing rights. Unless expressly assigned or licensed, SANITEA retains rights in creative results and know-how it develops, while recognising the customer's right to use purchased products for the agreed purpose. Exclusivity and additional transfers require written agreement and separate or expressly included consideration. Mandatory rights and clause S6 remain applicable, including allocation of risks relating to designs communicated by the customer under Article 7 of Law 192/1998.

13.2 The customer warrants that it is entitled to entrust SANITEA with its drawings and specifications and indemnifies SANITEA against third-party infringement claims arising exclusively from their faithful execution. Infringements attributable to SANITEA's own contributions, changes or conduct are excluded from the indemnity. SANITEA promptly informs the customer, allows it to participate in the defence and does not admit liability or settle at its expense without consent, except for necessary, documented urgent measures.

14. Confidentiality

14.1 Confidential technical and commercial information is used only for the relationship and disclosed solely to persons who need it and are bound by confidentiality. The obligation lasts for 5 years after the relationship ends; for trade secrets it lasts for as long as legal protection continues. Public information, information already lawfully known or independently developed, and mandatory disclosures are excluded.

14.2 Signed confidentiality agreements remain in force. Promotional use of the other party's trademarks, names or confidential images requires written consent.

15. Liability, impediments and termination

15.1 For sales and contracts for works or services that do not constitute subcontracting under Law 192/1998, SANITEA's aggregate contractual damages liability for the same event or a series of events with the same cause is limited to 100% of the following base. For sales, the base is the net price of the entire batches actually affected; if no batch can be identified, it is the entire quantity of the item in the affected delivery documents, not merely the units reported as defective. For contracts for works or services, the base is the entire net consideration for the job to which the breach relates; where several jobs are affected, their aggregate value is used without duplication. The base is not limited to the defective phase alone. Repair, defect correction, replacement, price reduction or reimbursement required by law do not count towards this cap.

15.2 For the same sales and contracts for works or services, unless expressly assumed in writing, loss of profit and loss of production are excluded from contractual damages; extraordinary sorting at the customer's premises, dismantling, reinstallation, withdrawal and recall of the finished product are also excluded as separate categories. They are not thereby classified as indirect damage. SANITEA remains responsible for the costs of its own required repair, defect correction or replacement and the related transport. Costs forming part of those required remedies or mandatory obligations are not excluded.

15.3 The limits in clauses 15.1-15.2 do not apply to wilful misconduct or gross negligence, public-policy obligations, mandatory liability for personal injury or product liability, safety obligations or measures imposed by authorities. Mandatory warranties and liabilities specific to contracts for works or services, including Article 1669 of the Italian Civil Code where applicable, remain unaffected. The limits do not apply to subcontracting relationships, even where also classified as contracts for works or services: clause S4 prevails. The parties cooperate immediately in the event of a safety risk; no clause permits mandatory measures to be delayed. The contractual cap does not establish the existence or scope of insurance cover.

15.4 An external impediment not attributable to the affected party, which is unforeseeable or unavoidable despite the diligence required, excuses delay only to the extent its causal effects are demonstrated. The affected party informs the other within 5 working days of reasonably being able to do so and takes mitigation measures. Cost increases alone are not an excusing impediment: Article 4 and relevant legal remedies govern them. Financial difficulties and generic difficulties of the party's own supplier are insufficient. After 90 consecutive days, either party may terminate only the portion still impeded on 15 days' written notice, subject to mandatory rights. Advances relating to unperformed obligations are refunded within 15 days of termination.

15.5 Under Article 1456 of the Italian Civil Code, SANITEA may declare the contract terminated for failure to pay amounts not subject to a reasoned dispute continuing more than 30 days after the due date and not remedied within a further 15 days of written demand. It may also rely on this clause for unauthorised disclosure of its confidential drawings or exploitation of its rights in breach of clauses 13.1-14.1, not ceased within 15 days of written notice where remediable. Termination takes effect upon receipt of the declaration invoking the clause and concerns the contract to which the breach relates. Mandatory restrictions, including those concerning insolvency and restructuring procedures, remain applicable.

15.6 Where essential material is temporarily unavailable in sufficient quantity for reasons not attributable to SANITEA, the shortage is documented and cannot be overcome through alternative procurement reasonably required by professional diligence, SANITEA promptly communicates the cause, measures taken and supply plan. Subject to reserved allocations and priorities already agreed, it allocates common availability in proportion to the outstanding requirement for the scarce material under accepted orders that are overdue or due within the next 30 days, including new customers. It reviews the plan weekly and communicates affected quantities and dates. It does not favour later orders solely because they are more profitable. Partial deliveries and new dates follow the applicable contractual rules and, where required, the customer's agreement. Allocation does not extinguish the outstanding obligation, itself establish impossibility of performance or exclude liability or the customer's remedies. Clause 15.4, Articles 1218, 1256, 1258 and 1464 of the Italian Civil Code and, for subcontracting, the prohibition of unilateral changes in Article 6 of Law 192/1998 remain applicable.

16. Governing law, jurisdiction and language

16.1 Italian law applies, subject to applicable mandatory provisions. The parties expressly exclude the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 For contractual disputes in which a choice is permitted, the parties agree to Italian jurisdiction and the exclusive venue of the courts of Viterbo. Mandatory jurisdiction rules remain applicable, including those of the specialised business courts where provided for abuse of economic dependency. In international relationships, the agreement operates within the limits and subject to the requirements of applicable rules, including EU Regulation 1215/2012 and, where relevant, the 2007 Lugano Convention. No arbitration is provided for.

16.3 The Italian contractual text prevails over translations unless a different language is expressly agreed. The version is made available to the customer before agreement. Attempts to settle through the parties' contacts do not suspend limitation periods, time limits for exercising rights or urgent remedies.

17. Communications, exports, retention and personal data

17.1 Operational communications use the contact details in the order. Suspension, termination, collection requests and other formal notices are sent by a method that permits proof of their content and receipt: Italian certified email (PEC), registered mail or an appropriate equivalent electronic method, including for foreign recipients. SANITEA's PEC address is sanitea@pec.it. Foreign customers are not required to have an Italian PEC address.

17.2 The parties comply with prohibitions, sanctions and export controls applicable to each transaction. The customer truthfully communicates destination and end use and does not request prohibited transactions. SANITEA may suspend only the affected performance for the time necessary for documented checks or authorisations; it informs the customer and resumes when the impediment ceases. A definitive prohibition is dealt with under the law, without retaining advances for performance that is not due. It is not assumed that all SANITEA products require a licence.

17.3 Invalidity of a clause does not invalidate the remainder of the contract where it can be preserved under the law; the invalid provision is replaced by the applicable rules, without automatically converting it into the maximum permissible restriction. The parties retain accepted terms, annexes and deviations with their version and date. Later revisions do not amend contracts already concluded.

17.4 Personal data of individuals involved in the relationship are processed in accordance with EU Regulation 2016/679. SANITEA describes processing, legal bases, recipients, retention and rights in a separate privacy notice provided within the periods required by Articles 13-14. This clause does not replace that notice; acceptance of the terms does not constitute marketing consent. The parties exchange only data relevant to the relationship.

17.5 The Customer may not assign the contract without SANITEA's prior written consent, subject to mandatory law.

17.6 The Customer undertakes not to assign to third parties receivables against SANITEA arising from the relationship without SANITEA's prior written consent, subject to mandatory limits. Enforceability of this agreement against the assignee is governed by Article 1260(2) of the Italian Civil Code. This clause does not restrict assignment of SANITEA's receivables against the Customer.

Annex S - Subcontracting

An integral part where the requirements of Italian Law 192/1998 are met. This is not a statement that all SANITEA customers or products fall within that regime. Mandatory rules apply even without express reference.

S1. Contract and requirements

The relationship and individual call-off orders are documented in writing in forms permitted by law, stating technical requirements, a fixed or determinable price, delivery, acceptance testing and payment. Technical standards not commonly used and not legally mandatory are made available with the contract. Article 2 of Law 192/1998 remains applicable, including the effects of beginning production in response to the customer's proposal. Absence of the required form does not deprive SANITEA of the rights recognised for performance completed and expenses incurred in good faith.

S2. Payments and delay

Payment is due 30 days after delivery of the goods or notification that the service has been performed. A longer term is effective only within the limits permitted by Article 3 of Law 192/1998: normally no more than 60 days from delivery or notification; collective derogations permitted by law are not presumed. SANITEA does not accept incompatible individual clauses or commencement dates that evade the limit.

From the due date, without a formal notice of default, interest is due under Article 3(3) of Law 192/1998 at the ECB reference rate specified by that provision for the half-year, plus 8 percentage points, subject to higher rates validly agreed and proof of further damage. Where delay exceeds the agreed term by 30 days, the statutory penalty of 5% of the unpaid amount is added. Other costs and remedies required by law remain available; interest is not duplicated on the same sum for the same period.

Failure to pay on time permits SANITEA to seek the provisionally enforceable payment order under Article 3(4) and Articles 633 et seq. of the Italian Code of Civil Procedure, subject to the court verifying the requirements. This provision does not create an enforcement title through these terms. The customer's internal checks and receipts from third parties do not unilaterally postpone payment.

S3. Changes to the job and price

The customer may not unilaterally change clauses, specifications or consideration. Quantity and date specifications are permitted within limits and notice periods already agreed. Significant changes and variations requested by the customer during performance which increase costs entitle SANITEA to the price adjustment under Article 3(5) of Law 192/1998. SANITEA documents the change, costs and revised schedule; the customer may not make payment of the adjustment conditional on its own subsequent discretionary approval. The formulas in Article 4 of these terms, when incorporated into the contract, operate as agreed price-determination criteria, not a discretionary power to change the price. The prohibition of unilateral changes in Article 6 and the adjustment for variations described here remain applicable. No cost is recovered twice.

S4. Quality, materials received and claims

SANITEA is responsible for the function and quality of the part or service produced in accordance with the contract and proper workmanship. It is not responsible for defects in materials or tools supplied by the customer where promptly reported, on the terms of Article 5 of Law 192/1998. Deviations contrary to those rules are not permitted. The customer provides necessary specifications and data; SANITEA promptly reports issues found during performance.

Claim periods follow the general regime of the actual contract and may not be shortened contrary to Article 5(4): sales and contracts for works or services follow their respective rules referred to in clauses 9.1-9.2, not a single identical contractual period. The limits and exclusions in clauses 15.1-15.2 do not apply. Requests relating to sorting, dismantling, reinstallation or recall must be documented as to cause, necessity, quantities and costs, with reasonable measures to mitigate damage. The customer promptly involves SANITEA in investigations without delaying urgent safety measures. Automatic or lump-sum charges not agreed or required by law are not recognised.

S5. Continuity and dedicated investments

For continuing or periodic relationships of indefinite duration, ordinary termination requires at least 6 months' notice, or longer where necessary for adequacy under the law in light of duration, dependency, investments and alternatives. Review of the adequacy of notice is not thereby excluded. Termination for breach and other legal remedies remain available.

Accepted call-off orders remain to be performed unless otherwise agreed or subject to a legal remedy; completed goods, dedicated commitments and investments with contractually recognised amortisation are dealt with under the contract and law, without advance waiver of SANITEA's protections. Notice does not create unagreed minimum purchases, but does not legitimise arbitrary interruption of the relationship.

S6. Intellectual property and economic dependency

The customer does not acquire SANITEA's industrial or intellectual property rights without payment: assignments require the adequate consideration provided for in Article 6 of Law 192/1998. Transfer of a mould does not automatically assign know-how.

Under Article 7 of Law 192/1998, the customer retains industrial rights in the designs and technical requirements it communicates and bears the related risks. SANITEA remains responsible for correct execution and the related risks, is bound by confidentiality and promptly identifies issues detectable with the professional diligence required. For SANITEA design contributions and co-design activities, responsibilities follow the contributions and obligations actually undertaken. The customer is not allocated every consequence of the finished product irrespective of its cause.

All protections against abuse of economic dependency under Article 9 remain available, including nullity of abusive agreements, injunctive relief and damages. This reservation also protects SANITEA as supplier where the requirements are met, without presuming dependency or abuse merely from the customer's commercial weight. The provision also applies outside Annex S to relationships within its scope.

S7. Engagement of third parties

Further subcontracting complies with Article 4 of Law 192/1998. Exceeding 50% of the supply's value requires the customer's authorisation or a higher proportion agreed in the contract. Higher proportions are agreed by product family or job, specifying stages, sites and qualification requirements. Any required subcontracting authorisations and expressly assumed stricter restrictions remain applicable. This clause does not authorise production transfers to unapproved sites.

SANITEA retains contractual responsibility towards the customer, job management and conformity control; it gives third parties only the access to data they need and imposes relevant confidentiality and traceability requirements. Further contracts comply with Article 4, including form and payment terms no less favourable than those of the main contract. Authorisation does not assign the contract or waive technical and safety requirements. If this provision has not been validly accepted, authorisation beyond statutory limits is not presumed.

Acceptance and specific approvals

Acceptance form for the stated provisional version, to be used with expressly agreed deviations.

The customer declares that it received, before contract formation, SANITEA General Terms and Conditions of Sale V02.2 dated 13 September 2026, clauses 1-17 and Annex S where applicable, and accepts them together with expressly agreed deviations.

Customer and authorised signatory: _____

Contract or framework agreement reference: _____

Signed deviations attached, if any: _____

Place, date and signature for acceptance: _____

Separate specific approval

For the purposes and effects of Articles 1341 and 1342 of the Italian Civil Code, the customer declares that it specifically approves the following provisions, to the extent applicable to the relationship:

- 4.4 - price adjustment for documented cost changes under the stated threshold and method.
- 5.3 - SANITEA's right to suspend performance for unpaid amounts and risk of non-payment.
- 5.4 - limits on deductions and set-off asserted by the customer.
- 6.3 - termination of agreements and relationships of indefinite duration on notice.
- 6.4 - right to discontinue manufacture or sale of an item and the last-time-buy procedure.
- 12.1 - changes and commercial cancellation of accepted orders, subject to statutory rights.
- 15.1 - contractual damages cap for sales and contracts for works or services not subject to Law 192/1998.
- 15.2 - exclusion of specified categories of damage and costs in those sales and contracts for works or services.
- 15.4 - excuse for delay caused by an impediment and right to terminate the impeded portion.
- 15.5 - express termination clause for the specifically identified breaches.
- 15.6 - allocation of availability in the event of a temporary material shortage.
- 16.2 - choice of Italian jurisdiction and exclusive venue in Viterbo, subject to the stated reservations.
- 17.2 - suspension for export checks and authorisations.
- 17.5 - SANITEA's consent to assignment of the contract by the customer.
- 17.6 - restrictions on assignment of the customer's receivables against SANITEA.
- S5 - ordinary termination of subcontracting relationships of indefinite duration on adequate notice.

Place, date and signature for specific approval: _____

The second signature does not extend clauses 15.1-15.2 to subcontracting, even where classified as a contract for works or services, and does not validate provisions contrary to mandatory law. The requirements applicable to international jurisdiction agreements remain unaffected.