

GENERAL TERMS AND CONDITIONS OF SALE

Art. 1 - Definitions

Client: means any natural or legal person not identifiable as a final consumer pursuant to and for the purposes of Legislative Decree 206/2005 and subsequent amendments.

Delivery Notice: means the notice – from LPM to the Client – regarding the availability of the Products for delivery.

GTC: means these general terms and conditions of sale.

LPM: means LPM.GROUP S.p.A. – a company with registered office in Sasso Marconi, via Vizzano no. 23, Tax Code and VAT no. 01225930377 – or its agents and/or representatives.

Order: means, as the case may be, (i) each purchase proposal of Products submitted by the Client to LPM (by electronic and/or paper communication) and confirmed by the latter by electronic and/or paper communication, or (ii) each sales proposal of Products submitted by LPM to the Client (by electronic and/or paper communication) and accepted by the latter by electronic and/or paper communication or by conclusive conduct. Orders may also concern the installation of the Products subject to sale; a residual and ancillary service compared to the supply of the Products themselves.

Each Order – to be considered valid – must necessarily indicate (i.e. minimum content):

- description of Product(s);
- Product code(s);
- electronic CAD format of the requested Product(s), if not included in the LPM catalogue;
- quantity per single Product;
- price per single Product;
- delivery terms and conditions per single Product;
- payment terms and conditions per single Product;
- reference to these GTC, available on the official LPM website;
- reference to the LPM privacy notice, available on the official LPM website.

It is understood that the delivery terms agreed upon in the Order may be postponed (at the Client's request) within and no later than 5 working days from the conclusion of the Order itself.

The minimum invoiceable amount is Euro 150. Where possible, requests for Products of a lower value are combined or fulfilled starting from said amount, unless otherwise indicated by the Client.

Products: means protective devices for automatic machines and/or custom-made parts and/or other products manufactured and/or marketed by the relevant LPM business unit.

LPM Plant: means the company plant located in Sasso Marconi, via Vizzano no. 23.

Art. 2 - Subject matter and scope of application of the GTC

These GTC apply to all Orders of Products, being an integral and substantial part thereof.

The GTC shall be deemed concluded between the parties upon acceptance, including by conclusive conduct:

- by LPM of the purchase proposal of Products made by the Client, or
- by the Client of the sales proposal submitted by LPM and cancel, prevail over and fully replace (these GTC) any other contracts or agreements (in any form and at any time stipulated) entered into between the Parties, having terms and conditions contrary (including any general purchasing conditions proposed by the Client or any other contract or agreement which may otherwise regulate or differently regulate the relationship between the Parties) and/or containing terms different from those indicated herein. Articles 1341 and 1342 of the Italian Civil Code do not apply, considering that:
- these GTC are expressly referred to by LPM during negotiations with the Client;
- the Client expressly adheres to these GTC also through acceptance of the proposal submitted by LPM or through execution of the proposal accepted by LPM with express

reference to these GTC.

LPM may undertake different and/or additional conditions from those indicated in these GTC only and exclusively in writing, following express negotiation between the Parties.

Art. 3 - Products

LPM guarantees the conformity of the Products supplied in terms of compliance (for quality and type) with what is established in the Order (and, specifically, as the case may be, with what is indicated in the LPM catalogue or in the electronic CAD format of the requested Product(s) not included in the LPM catalogue), free from defects that could make them unsuitable for the use for which they are intended. In the event of Product(s) not included in the LPM catalogue, the CAD and PDF electronic formats must necessarily coincide, it being understood that, for contractual purposes, the CAD format shall prevail. In case of discrepancy between the two electronic formats and if requested by the Client, LPM will – upon confirmation by the Client of the increase in price indicated in the Order – adjust the PDF format to match the CAD format. LPM reserves the right to make, at any time, non-substantial technical modifications to the Products required by production needs, deemed convenient, without any obligation to notify. LPM complies with the legislation and technical standards in force in Italy; the Client assumes the possible risk of non-conformity with the standards of the country of destination of the Products, with the obligation to hold LPM harmless from any damage, including of an economic and/or reputational nature.

Art. 4 - Delivery of Products

Unless otherwise agreed between the parties, the agreed delivery terms of the Products are indicative and do not entail any assumption of liability by LPM. Any delays (by way of example only, due to shortage of raw materials and/or electricity; machinery breakdowns; interruptions of transport services and/or other related services; epidemics; pandemics; mobilisations; insurrections; embargo or war in supplier states of raw materials; suspension of performance by employees; plant occupation; floods; public disasters; natural disasters; inundations; fires; explosions; storms; earthquakes; wars; terrorist acts; strikes; measures and/or provisions of public authorities) shall not, therefore, give rise to any liability of LPM for any reason and/or title, nor entitle the Client to damages (direct and/or indirect) or termination of the contract in force with LPM. In any case, the Delivery Notice is binding for LPM. Unless otherwise agreed in writing, the delivery of Products takes place – following the Delivery Notice – at the LPM Plant, with direct collection by the Client or by a shipper/carrier appointed by the latter. LPM shall not be held liable in any way and/or for any reason: by way of example only, for any damage to the Products and/or to the carrier and/or to third parties as a result of the loading conditions.

After 5 (five) working days from the Delivery Notice, in case of failure to collect the Products, they will be stored by LPM on a deposit basis, pursuant to and for the purposes of Articles 1776 et seq. of the Italian Civil Code, under the following economic conditions: 0.1% daily of the value of the Products in deposit (as resulting in the Order).

Alternatively and/or in combination with storage, the parties agree that LPM may freely determine – in place of the Client and on its behalf – the methods of transport of the Products and may not be, in any way, held liable for any reason and/or title. The Client shall bear all additional expenses incurred with respect to what was agreed in the sales contract (by way of example only, costs of the appointed carrier and handling activities). In this case, by express will of the parties, LPM will act as agent of the Client.

Art. 5 - Transfer of ownership and risks

The Client acquires ownership of the Products (assuming the

related risks – by way of example only, loss, destruction or theft) from the moment of delivery of the same to the Client (or to the appointed shipper/carrier) or from the beginning of storage as per the previous article.

In case of storage, LPM – as depositary – is liable for failure or incorrect performance of its obligation only in case of wilful misconduct or gross negligence.

Art. 6 - Warranty and complaints

Any defects of the Products must be reported, under penalty of forfeiture, within (i) eight (8) days from delivery thereof to the Client, in the case of an apparent defect and/or detectable at first sight (by way of example only, defects due to scratches, breakages, dents, generic cuts and/or evident and/or superficial and/or easily detectable mechanical damages), or (ii) eight (8) days from discovery of the defect, if hidden, and in any case always before carrying out any additional processing/assembly on the same. In any case, such defects must be reported within one (1) year from the acquisition of ownership of the Products, under penalty of prescription of the right to enforce the defect by the Client. Complaints must be made in writing to the e-mail address post.vendita@lpm.group (attn. After-Sales Service) and must detail the defects or non-conformities found. The Client forfeits the right to warranty if it does not allow any reasonable inspection requested by LPM or if the Client does not return the Products, upon request and at LPM's expense, within ten (10) days of the request. If the notification of defects is timely and in accordance with the procedures agreed in these GTC, LPM will, at its own expense and at its sole discretion, repair or replace the Products where its liability is established. No warranty is due (i) in the event of incorrect installation and/or use of the Products by the Client, or (ii) for non-conformities of the Products caused by transport and/or handling, or (iii) for non-conformities of the Products connected with normal wear and tear and/or technical deterioration of those parts which, by their nature, are subject to rapid and continuous wear, even if not immediately used (by way of example only, film ageing, deformations due to thermal excursion etc.), or (iv) in the event of modifications or repairs of the Products carried out by the Client, or (v) failure to pay in full within the agreed terms. Any notifications of defects do not entitle the Client to suspend payment, even partial, of the price of the Products, nor to suspend any performance and/or fail to fulfil any obligation, including in relation to other relationships in force between the Parties.

Art. 7 - Limitation of liability

Any compensation for direct damages resulting from non-conformity of the Products shall not, in any case, exceed the value of the Products subject to the complaint.

In no case shall LPM be held liable for indirect and/or consequential damages.

Art. 8 - Payments

Payment shall be made in euros within the terms indicated in the Order.

Any delay or irregularity in payments entitles LPM, at its sole discretion, to (i) request the Client to pay late payment interest at the rate established by Legislative Decree 231/02 and subsequent amendments; (ii) suspend delivery of the Products; (iii) terminate each Order concluded pursuant to art. 1456 of the Italian Civil Code. Suspension of delivery of the Products or termination of any Order shall not entitle the Client to claim any compensation for damages. The Client is required to pay in full even in case of dispute or controversy. Unless otherwise agreed in writing, set-off with any claims, however arisen, against LPM is not permitted.

Art. 9 - Intellectual property

LPM is the exclusive owner of the intellectual property rights relating

to the Products. The Client undertakes not to perform any act incompatible with the ownership of such rights.

Art. 10 - Interpretation, amendments, invalid clauses

Any amendment or integration made by the parties to the Orders to which these GTC apply must be made in writing, under penalty of nullity. The waiver of one or more provisions of these GTC must not be interpreted extensively or by analogy and does not imply the intention to disregard the general terms as a whole. In the event of invalid or ineffective contractual provisions, the Order – in its entirety – shall be supplemented and interpreted as if it contained all the clauses that allow the essential purpose pursued by the agreement containing the clauses in question to be achieved, in compliance with the law.

Art. 11 - Jurisdiction and applicable law

For any dispute relating to or in any way connected with the Orders and these GTC, the exclusive jurisdiction of the Court of Bologna is agreed, and Italian law shall apply. LPM nevertheless reserves the right to bring legal action, as plaintiff, in the place of residence of the Client, in Italy or abroad.

Art. 12 - Privacy

The Client acknowledges having read the privacy notice prepared by LPM, as published on the website www.lpm.group, confirming that the data subjects belonging to its corporate organisation have already been informed that their data may be communicated to contractual counterparties (including LPM) within the scope of their job duties.

Art. 13 - Miscellaneous

Failure by LPM to exercise any right arising from these GTC shall not constitute a waiver thereof, nor of any other right for any reason and/or title, but only tolerance by LPM without this implying any acceptance of anything or causing any prejudice to LPM. In any case, the Client waives any action of any right and the right itself, which is based, even partially, on the aforesaid tolerance. In the event of nullity and/or invalidity and/or ineffectiveness and/or annulment of any clause of these GTC, in whole or in part, the other clauses of these GTC shall remain fully valid and effective, and the parties undertake to renegotiate the aforesaid clause according to strict good faith and fairness.



Sasso Marconi (BO),
1 October 2025