

Valid as of July 20, 2026

Egger Italia S.p.A.
Via Caorsana no. 5/A
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General terms and conditions

The following General Terms and Conditions (hereinafter, the "**General Conditions**") apply to the contractual relationships between our company, Egger Italia S.p.A. (hereinafter "**We**" or "**Egger**"), headquartered at Via Caorsana no. 5/A, 29012 Caorso (PC) (the "**Our Establishment**"), and third parties, such as economic operators and otherwise parties other than consumers (hereinafter, the "**Customers**").

§ 1 Validity of the General Conditions

1. Our offers, supplies and services are subject exclusively to these General Terms and Conditions, which also apply to all future contractual relations with the Customer. These General Terms and Conditions shall be deemed to have been accepted upon receipt by the Customer of the order confirmation or, at the latest, upon the Customer's receipt of the product or service. These General Terms and Conditions prevail over any general terms and conditions prepared by the Customer, even if they are sent or shared by the Customer after the order confirmation.
2. Any provisions conflicting with the provisions of these General Terms and Conditions are valid only if expressly accepted by Us in writing.
3. These General Conditions render ineffective, from the day they become applicable, the contents of any other general conditions in force in the past and already known to the Customer.

§ 2 Bidding and entering into contract, content of performance obligation

1. Our offers are non-binding. Declarations of acceptance of our offers and orders placed by the Customer acquire binding effect only when confirmed in writing by us. The same applies to any additions, amendments or ancillary clauses, which will likewise be binding only if confirmed by Us in writing.
2. Should the Customer submit specific requests to Us, as to drawings, figures, dimensions, weights or other data always related to performance and descriptions, such requests will be binding on Us only if expressly accepted by Us in writing. The same applies to other special specifications that may be requested by the Customer or in the event that the Customer requests a product to make use of it and for a specific purpose.
3. In the case of an order submitted by the Customer after the Customer has tested a product or received a sample, only the basic features of the test or sample will apply in the delivery. In such a case, in the absence of a different written agreement between the parties, the order shall be deemed to have been placed having regard to the specifications and characteristics of the product as tested or the sample product.
4. Statements made to the public by third parties, including through advertising channels, regarding product characteristics are not considered part of these General Terms and Conditions or any other further agreement between the parties and do not bind Egger in any way.

§ 3 Prices

1. The price stated in the relevant offer accepted by the Customer, which has been followed by our order confirmation, applies to each order. Prices applied to previous orders are in no way binding with reference to subsequent orders. Our prices are exclusive of VAT.
2. In the event of a judicial or extrajudicial arrangement, bankruptcy, or even just a delay of more than one month by the Customer in paying what is due, the Customer will lose the right to any agreed discounts as well as to any production bonus compensation and reimbursements for transportation costs that may have been agreed upon.
3. In case of successive delivery contracts or all deliveries on call we will apply the prices valid on the day the products are delivered. The same applies to all orders with reference to which delivery occurs more than one month after the order. Delays in delivery attributable to us will not result in any price increase.

§3-bis Price adjustment in the event of cost changes; contract adaptation in the event of a material change of circumstances (hardship)

1. If, after the conclusion of the contract, the cost factors relevant for pricing change or in case of demonstrable changes in economic or legal framework conditions that directly affect the procurement, production, availability of delivery of the contractual products, which are beyond our control and materially affect the cost of products or performance, we shall be entitled to adjust the agreed prices accordingly.
2. Relevant cost factors include, in particular, costs for energy, raw materials, intermediate products and third party supplies, transport and logistics, personnel costs, including labor and labor-related costs, as well as statutory charges, taxes, environmental or emission costs.
3. A price adjustment requires that the relevant cost factors have changed by more than 5% in total compared to the cost level applicable at the time of contract conclusion. The adjustment shall be based exclusively on the extent of the actual cost change; cost reductions shall be taken into account accordingly.
4. The intended price adjustment shall be communicated to the Customer in writing at least 14 calendar days prior to its effective date. Upon Customer's request, the price adjustment shall be reasonably explained.
5. Extraordinary circumstances include, in particular, events that were not foreseeable at the time of conclusion of the contract, such as armed conflicts, governmental measures, trade or supply chain restrictions, energy or raw material crises, pandemics, beyond the control of the parties and which, at the time of contract conclusion, could not reasonably have been anticipated and which significantly and sustainably affect the cost or delivery structure or the economic basis of contract performance.
6. In such cases, the parties shall, without undue delay after becoming aware of such circumstances, notify each other in writing and enter into negotiations on an appropriate adjustment of the contract, in particular regarding prices, delivery quantities, or delivery deadlines in order to maintain its economic equilibrium.
7. If no agreement is reached within 14 calendar days after the start of the negotiations, each party shall be entitled to terminate the affected contract or part thereof with 30 calendar days' notice to the end of the calendar month. Statutory rights remain unaffected

§ 4 Shipping and risk transfer

Sales prices listed in the order are 'ex-works' unless otherwise expressly stated in the order confirmation. Delivery methods are in accordance with Incoterms.

§ 5 Excess-, short- and part-deliveries

Excess- or short-deliveries of up to 10 percent are admissible and in any case within the *standard* tolerance threshold allowed by custom and do not entitle the Customer to raise complaints. This applies to all orders. Partial deliveries are admissible and are invoiced separately.

§ 6 Purchase orders on call

In the case of orders on call or similar, the Customer is obliged to accept the ordered product within reasonable terms and in any case within 3 months from the date of production, unless otherwise agreed upon in writing between the parties.

§ 7 Payment terms

1. Unless otherwise agreed upon, our invoices must be paid within the terms stated in the order confirmation.
2. We reserve the right, at our full discretion, to offset payments against older debts of the Customer, first of *all to cover the Customer's least recent debts and among them to the least secured debts, having regard first* to interest, then to costs, and finally to the outstanding principal amount. We shall inform the Customer about this.
3. A payment is considered to have been made only when the amount paid is received by us. In the case of cheques' payment, payment is considered to have occurred only when the cheque is cashed irrevocably. We accept bills of exchange and cheques for processing, bills of exchange are accepted only if separately agreed.
4. If the Customer defaults in payment, we are entitled to charge interest on the debt claim at the rate of 5% on an annual basis from the first day of delay.
5. If we become aware that the Customer's solvency is compromised, particularly if a cheque cannot be cashed, if the Customer suspends his or her payments, or other circumstances which render doubtful the Customer's credit worthiness, the full amount owed by the Customer will become due immediately. This provision also applies in the event that we had agreed to receive due payments by cheques. In such a case, we also reserve the right to require advance payments or that the Customer provide adequate security to support its debt.
6. The Customer has the right to demand compensation, even in the case of counterclaims or claims, only

if the counterclaims are legally recognized or undisputed. The prohibitions of assignment contained in the Customer's orders/purchase conditions/general terms and conditions are not binding on us.

§ 8 Obligations of delivery and acceptance of the deliveries, return of goods

1. Delivery times stated on our quotations are not binding unless agreed as such in writing. The delivery terms refer, in each case, to making the products available for pickup at Our Plant.
2. The indication of delivery terms is made on the basis of the information available to us. The delivery date communicated to the Customer, unless a different date is expressly agreed upon, is indicative and may differ from the actual delivery date.
3. In the event of delays in delivery and performance due to force majeure, due to delays in delivery and performance by our subcontractors and sub-subcontractors, or due to events that make delivery by us more onerous or impossible (including strikes, lockouts, provisions of public authorities, etc.), even when these occur at our subcontractors or their subcontractors, we shall be entitled to extend the delivery time, even if there is a binding agreement on the delivery period. We are entitled to defer delivery or performance for the duration of the impediment plus an additional reasonable start-up period or to withdraw in part or in full from the contract for the part not yet fulfilled. If the impediment continues for more than three months, the Customer has the right, after a reasonable period of time, to withdraw from the contract for the part not yet fulfilled. If the delivery time extends beyond a reasonable period after the end of the hindrance or if the Customer exercises its right to withdraw from the contract, or even in any other case of delay in delivery, the Customer is not entitled for any claim against us, except in the case of willful misconduct or gross negligence. The product, depending on what is stated in the order confirmation, may be delivered by Egger or must be picked up by the Customer at Our Plant. The Customer is not obligated to take back the product: (i) in the event of early delivery pursuant to Paragraph 2; (ii) if the quantity delivered exceeds the permitted tolerances (§ 5); or (iii) in the event of product defects where this would result in a material breach of contract or if, due to the condition of the product, there is a danger of property damage or personal injury.
4. If the Customer transmits a dispute with reference to the product, the Customer shall, upon our request, return the product to us for verification purposes in the same condition in which it was delivered. The Customer has the right to return the product only after obtaining our explicit written approval.
5. Notwithstanding our contractual obligation to perform the agreed upon service, we may reserve the right to deny delivery if, after the contract has been concluded, we become aware of circumstances whereby the Customer's financial ability is called into question, particularly in the event that the party who has provided appropriate credit insurance in favor of the Customer cancels or substantially reduces the insurance coverage, or again in the event that the credit limit has been reached and, for such reasons, our right to payment may not be adequately secured. Our right to suspend performance lapses the moment the expected counter-performance is obtained or adequate assurance of performance is provided by the Customer.

§ 9 Warranty

1. We guarantee that the products are free from defects. The Customer may enforce the warranty no later than six months from the date of delivery of the products.
2. The Customer who intends to activate the warranty must report the defect immediately upon delivery. We will not be required to provide any warranty if the defect was identifiable at the time of delivery or otherwise prior to the start of processing and the claim did not occur before that time. Failure to report in a timely manner also relieves Egger of liability for any consequential damages. Egger cannot appeal the failure to timely report if he caused or intentionally concealed the defect.
3. The Customer will not be able to invoke the warranty if (i) the operation and maintenance instructions provided by Egger are not followed, (ii) modifications are made to the products, (iii) parts of the product are replaced, or (iv) consumables are used that do not correspond to the original specifications, where

the Customer is unable to put forward valid arguments to disprove that the defect was caused by only one of the aforementioned circumstances.

4. In the event of a justified and timely report of any product defects we will, at our discretion, replace the delivered product, alternatively, apply a reduction in the selling price.
5. If within a reasonable period of time after the Customer has reported the defect, Egger fails to make a replacement of the product, the Customer may demand a reduction in the price and subsequent refund of the excess paid or termination of the contract.
6. Warranty for malfunction/loss of functionality due to normal wear and tear of the product is excluded.
7. The right to enforce the warranty rests only with the Customer and cannot be assigned to third parties. This provision does not apply to the extent that Egger is required to make simple cash payments under paragraphs 4 and 5.
8. The above paragraphs and §14 constitute the entire provisions applicable to product defect warranty. The applicability of any additional type of warranty is excluded.

§ 10 Compensation for damages

1. Unless otherwise agreed to in writing with the Customer, any liability of Egger, for any reason whatsoever, for damages suffered by the Customer by reason of, or in connection with, the existing contract between Us and the Customer is excluded, unless Egger has acted with intent or gross negligence.
2. This is without prejudice to liability for damages in case of personal injury.
3. The burden of proof of intent or gross negligence of Egger is on the Customer.
4. Egger shall not be liable for any damage resulting from the defectiveness of the product in the event that the defect was known to the Customer at the time of the conclusion of the contract or could have been detected by the Customer upon delivery or otherwise before the start of processing.
5. Egger is not liable for damage resulting from improper use of the product. Any use that does not comply with the technical specifications given on our website (you can see product information at www.egger.com/it/, under the menu item "Products") is considered non-compliant.
6. Any claims, however, are limited to damages foreseeable at the time of contracting.

§ 11 Retention of title, securities

Until all of Customer's obligations (including the settlement of all past debts) to us in any capacity, present or future, have been fully discharged, Customer, upon our authorization, shall provide the following collateral which shall, for the entire duration of the relationship with Customer, consistently exceed in value our receivables from Customer by more than 20%:

- a) The product remains the property of Egger. If the product is processed or transformed or connected in any way with other goods, so that it is impossible to separate and return them, Egger becomes a pro-rata co-owner of the undivided goods, up to the value invoiced by Egger. The Customer retains the (co-)property at no charge to us. The product in (co-)ownership is marked below as goods subject to reservation of domain. The parties, upon the establishment of the guarantee, will put in place whatever is necessary to make the reservation of title enforceable against third parties.
- b) The Customer, with the prior written consent of Egger, may work and to assign the goods subject to retention of title, except if he is in default. You may not assign or otherwise grant the reserved goods as security for any other debt, whether of the Customer or a third party. All claims arising from the sale of the goods subject to retention of title or other legal title are assigned in full to Us by the Customer as security. The Customer is required to immediately put in place the publicity burdens necessary for the validity of the assignment (in particular, the relevant notices). The Customer is authorized to collect in its own name the receivables assigned to us as security for the payment of our invoice. This collection authorization may be revoked if the Customer fails to fulfill its payment obligations.

- c) In the event of intervention by third parties on the reserved goods, the Customer shall inform such third parties regarding our ownership and notify us promptly.
- d) If the Customer behaves in a manner that is not in accordance with the provisions of these General Conditions and any further agreements with Egger, in particular, fails to make the due payments within the stipulated time, we reserve the right to take back the goods subject to retention of title or to demand the possible assignment of the Customer's right of restitution against third parties who have acquired the goods. In case of withdrawal as well as seizure of the reserved goods by us, the contractual relationship between us and the Customer will remain in force.
- e) Upon our request, the Customer is obliged to provide us with an exact statement of the claims assigned to us under this provision with the name and address of the purchaser of the reserved goods as well as to transmit to us all information necessary for the collection of the assigned claims.
- f) All costs incurred in the repossession of the reserved goods shall be borne by the Customer. We are authorized to freely reuse the goods withdrawn under this paragraph.

§ 12 Amendments

We reserve the right to make changes to these Terms and Conditions at any time. These changes will not apply with reference to products already delivered.

§ 13 Confidentiality

Unless otherwise expressly agreed in writing, information provided to us in reference to orders shall not be deemed confidential.

§ 14 Third parties' rights

1. With respect to the intellectual property rights of third parties, Egger will be liable only if and to the extent required by the law of the country in which the Customer has its billing address. In all other cases, Egger will be liable only if expressly agreed in writing.
2. Egger shall not be liable under Paragraph 14 (1) in cases where the violation results from conforming to the technical plans, drawings, formulas, or other similar data provided to it by the Customer. In this case, the Customer shall indemnify and hold Egger harmless from any harmful consequences arising from any disputes or claims of any kind from third parties.
3. In the event that the Customer receives a dispute from a third party, the third party must inform Egger immediately, also informing it of all the essential elements of the dispute received.
4. Except as otherwise provided, §§ 9 and 10 of these General Terms and Conditions shall apply to warranty and indemnity claims made by third parties. Regarding the beginning of the warranty period, the provisions of the law apply. The Customer must notify Egger of the alleged existence of any third-party rights pursuant to the provisions of § 9 para. 2.

§ 15 Goods' return

In the event of return of the product by us by prior agreement with the Customer or withdrawal pursuant to §11 above due to the Customer's insolvency, we shall credit the current value of the product, taking into consideration the condition in which the product is and provided that a different use of the product is possible. In any case, the return of the product by the Customer is possible only with our explicit written approval.

§ 16 Applicable law, place of performance, place of jurisdiction, partial nullity

1. Italian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), shall apply to these General Conditions and to all legal relations between us and the Customer.
2. Place of performance for all obligations arising from these General Terms and Conditions and any further agreements between Us and the Customer is the place where Egger is located.
3. The court of the place where Egger is headquartered (the Court of Piacenza) has exclusive jurisdiction to hear all disputes directly or indirectly arising from these General Conditions and further agreements between Us and the Customer.
4. In the event that any of the provisions of these General Conditions are or become invalid or are waived by other agreements between the parties, the validity of the other provisions or agreements shall not be affected.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Code. Civ. the Customer specifically approved the provisions of Art. 3 (Prices), Art. 3-bis (Price adjustment in the event of cost changes; contract adaptation in the event of a material change of circumstances (hardship)) 4 (Shipment and transfer of risk), 5 (Excess-or short-deliveries, partial deliveries), 7 (Payment), 8 (Obligations to deliver and take delivery, return of goods), 9 (Warranty), 10 (Damages), 11 (Retention of title, warranties), 12 (Amendments), 14 (Third parties' rights), and 16 (Applicable law, place of performance, place of jurisdiction, partial nullity).