

# GENERAL TERMS AND CONDITIONS OF SALE

## PREAMBLE

**NECTO GROUP S.r.l.**, Italian company with registered office at Via Canada 8, 35127 Padua, Italy - VAT No. 03347500245 - Companies Register No. PD 367045 - Certified E-mail (PEC): nectogroupsrl@ticertifica.it - e-mail: info@nectogroup.com - phone +39 049 8791001 - fax +39 049 8791002 (hereinafter referred to as “**Necto Group**”), distributes electronic and electromechanical components. Necto Group is not the manufacturer of the Products it supplies.

These **General Terms and Conditions of Sale** (the “**Sales Conditions**”) govern all sales agreements entered into by Necto Group, whether through traditional channels (including written orders, fax and e-mail) or through the website **b2b.nectogroup.com** (the “**Website**”), with customers acting in the course of their business or professional activity (the “**Customer**”).

These Sales Conditions apply exclusively to **B2B transactions**. Necto Group does not sell to consumers within the meaning of Article 3 of Italian Legislative Decree No. 206/2005. Accordingly, the provisions of the Italian Consumer Code - including those relating to **withdrawal rights**, the **statutory two-year consumer warranty** and **pre-contractual information requirements applicable to distance contracts with consumers** - shall not apply.

By submitting an order in any form, the Customer fully accepts these Sales Conditions, which shall prevail over and supersede any prior agreement or any general terms and conditions of purchase of the Customer, none of which shall be binding upon Necto Group.

Any deviation from these Sales Conditions shall be valid only if expressly agreed in writing by Necto Group with reference to specific individual transactions.

## ART. 1- CONTRACT FORMATION

### 1.1 Submitted outside the Website

1.1.1 Orders submitted outside the Website must be sent to Necto Group in writing, including by mail, fax or e-mail.

1.1.2 The contract shall be deemed concluded upon receipt by Necto Group of the order, provided that all information necessary for its fulfilment has been supplied.

Any order confirmation issued by Necto Group shall be for administrative purposes only and shall not postpone the conclusion of the contract. Accordingly, upon receipt of the written order, Necto Group may immediately proceed with performance of the contract without any further notice or confirmation.

1.1.3 Within 5 days of receipt of the order, Necto Group may notify the Customer that the order cannot be fulfilled, without incurring any liability whatsoever.

1.1.4 Where amendments to the order are required in order for it to be fulfilled, Necto Group shall notify the Customer thereof in writing. In such case, the contract shall be deemed concluded upon the Customer’s written acceptance of the proposed amendments.

1.1.5 Any request for cancellation or termination must be submitted in writing and shall be deemed rejected unless expressly accepted in writing by Necto Group within 5 days of receipt, without prejudice to **Article 7 (Returns)**.

1.1.6 The minimum monthly order value is EUR 250.00 for orders to be fulfilled within Italy and EUR 500.00 for orders to be fulfilled outside Italy. Necto Group may accept lower-value orders subject to a flat handling fee of EUR 25.00, plus VAT where applicable.

### 1.2 Quotations

1.2.1 Unless otherwise stated in writing, quotations issued by Necto Group shall remain valid for 30 calendar days from the date of issue. Upon expiry of such period, the quotation shall automatically lapse unless extended in writing by Necto Group.

1.2.2 All terms set out in the quotation, including quantities, prices, discounts, delivery terms, currency, payment terms and technical specifications, shall be binding and shall be deemed accepted without reservation upon submission of the order.

### 1.3 Orders through the Website

1.3.1 Purchases through the Website are reserved exclusively for Customers registered in accordance with Article 1.4.

1.3.2 The display of Products on the Website constitutes an **invitation to treat** and not a binding offer to the public.

1.3.3 To place an order, the Customer shall select the Products, add them to the cart, verify the billing and shipping details, select the payment method and delivery option, and submit the order by clicking the button labelled “**Submit Order and Pay**” (or equivalent wording). Before the order is submitted, the Website shall display an order summary page enabling the Customer to identify and correct any data entry errors.

1.3.4 Submission of the order constitutes a **contractual offer** by the Customer. Such offer shall remain irrevocable for a period of 5 days. Thereafter, if the contract has not yet been concluded through acceptance by Necto Group, the offer may be revoked by the Customer.

1.3.5 Following submission of the order, the system shall automatically send an order receipt e-mail to the e-mail address provided during registration, containing the order number, a summary of the Products ordered, prices and ancillary charges, billing and shipping details, as well as a link to the applicable Sales Conditions, downloadable in PDF format. The order receipt e-mail shall **not** constitute acceptance of the order. The Customer shall retain a copy of the applicable Sales Conditions together with the order receipt e-mail on a durable medium for the purposes referred to in Article 11.4.

1.3.6 The contract shall be deemed concluded upon the subsequent order confirmation sent by Necto Group to the Customer by e-mail. The order confirmation may coincide with notice that performance of the contract has commenced.

1.3.7 Necto Group may decline the order in the event of Product unavailability, manifest pricing errors, payment irregularities, incomplete or inconsistent Customer information, or restrictions arising under foreign trade regulations pursuant to Article 3. In the event that the order is not accepted, Necto Group shall promptly refund any amounts already paid by the Customer. Necto Group undertakes to accept or reject the order within a non-essential period of 5 days from receipt. If no response is received within such period, the Customer may revoke the offer.

1.3.8 Any information relating to Product availability displayed on the Website is provided for **information purposes only** and shall not be binding upon Necto Group.

1.3.9 If the ordered Products are wholly or partially unavailable, Necto Group shall promptly notify the Customer and may, depending on the circumstances, partially fulfil the order with the available Products only, provide an extended delivery timeframe for temporarily unavailable Products, or decline the order pursuant to Article 1.3.7.

1.3.10 Within 5 days of the communication referred to above, the Customer may accept the option proposed by Necto Group or request that the order be declined in full. In the latter case, or if the Customer fails to respond within the prescribed period, the order shall be deemed not accepted and any amounts already paid shall be refunded without undue delay.

1.3.11 The Sales Conditions applicable to each order shall be attached in PDF format to the order receipt e-mail referred to in Article 1.3.5 and may be stored and reproduced by the Customer. The Customer shall retain a copy thereof on a durable medium, together with the order receipt and subsequent order confirmation, for contractual and evidentiary purposes.

1.3.12 The contract language shall be Italian. Any versions provided in other languages are supplied for **convenience only**. In the event of any discrepancy or inconsistency, the Italian version shall prevail.

1.3.13 Any drawings, photographs and descriptions of the Products published on the Website or in Necto Group catalogues are non-binding. Necto Group reserves the right to make any improvements or modifications to the Products that it deems appropriate. Further details and updates are available on Necto Group’s corporate website at [www.nectogroup.com](http://www.nectogroup.com).

## 1.4 Website Registration

1.4.1 In order to purchase Products through the Website, the Customer must complete the relevant registration form, declare that it is acting in the course of its business or professional activity, and provide all requested information, including company name, VAT number, registered office and contact details. Submission of the registration form does not automatically create an account. Necto Group shall verify the accuracy and reliability of the information provided and, subject to successful verification, shall activate the Customer’s account by e-mail notification. Until the account has been activated, the Customer shall not be entitled to place orders through the Website. Necto Group reserves the right to refuse any registration request, without obligation to provide reasons, in the cases set out in Article 1.4.4 and, more generally, at its sole discretion.

1.4.2 The Customer represents and warrants that all information provided is accurate, complete and up to date, and shall be liable for any loss or damage arising from inaccurate, false or outdated information.

1.4.3 Login credentials are personal and confidential and must be kept secure by the Customer. The Customer shall be solely responsible for any activity carried out through its account and shall promptly notify Necto Group of any suspected unauthorised use of its credentials.

1.4.4 Necto Group reserves the right to refuse registration requests and to suspend or deactivate any account in the event of false or incomplete information, breach of these Sales Conditions, or prolonged inactivity of the account.

## 1.5 Place of Contract Formation and Performance

1.5.1 For the purpose of determining the place where the contract is concluded, Necto Group’s registered office in Padua shall be deemed to be the place of contract formation.

1.5.2 The delivery obligations relating to the Products shall be governed by Articles 2.1 and 2.2, including with respect to the place of performance pursuant to Article 1510 of the Italian Civil Code.

1.5.3 Unless otherwise agreed in writing by Necto Group, including in any quotation, payment obligations shall be performed at the registered office of Necto Group pursuant to Article 1182, paragraph 3, of the Italian Civil Code. Where payment is made through the electronic payment methods available on the Website, payment shall be deemed completed once Necto Group receives confirmation from the relevant payment service provider that the transaction has been successfully processed.

## ART. 2- EXECUTION OF THE CONTRACT

### 2.1 Delivery

2.1.1 Any delivery dates indicated by Necto Group are indicative only and shall under no circumstances be deemed essential terms within the meaning of Article 1457 of the Italian Civil Code.

2.1.2 For the purposes of fulfilment of the delivery obligation: (a) in the case of orders collected from Necto Group, delivery shall be deemed completed when the Products are made available at Necto Group's warehouse; (b) in the case of orders shipped to the Customer, delivery shall be deemed completed upon handover of the Products to the carrier pursuant to Article 2.2, including where transport is arranged by Necto Group on behalf of the Customer.

2.1.3 For orders placed through the Website, any "estimated delivery date" displayed during checkout or included in the order confirmation refers to the estimated date on which the Products are expected to arrive at the Customer's address and is provided for information purposes only. Such date shall not constitute a contractual delivery term and may vary due to factors beyond Necto Group's control, including carrier timing and transport arrangements. Necto Group shall not be liable for any deviation from the estimated delivery date.

2.1.4 In the case of sales of generic goods, the Products shall be deemed identified when they arrive at Necto Group's warehouse, without prejudice to Article 8 (**Retention of Title**).

2.1.5 The Customer shall collect the Products as soon as they are made available at Necto Group's warehouse. In the event of delayed collection, Necto Group reserves the right to apply, pursuant to Article 1382 of the Italian Civil Code, a penalty of EUR 100.00 for each week of delay, without prejudice to compensation for any greater damage.

2.1.6 Any request to postpone the collection date must be submitted in writing at least 10 days before the scheduled collection date. Such requests shall be deemed rejected unless expressly accepted in writing by Necto Group within 3 days of receipt.

2.1.7 In the event of delay caused by force majeure, unforeseen events or any circumstance not attributable to wilful misconduct or gross negligence on the part of Necto Group, the Customer shall not be entitled to claim compensation, terminate the contract or request any price reduction.

### 2.2 Transport

2.2.1 Products are sold **ex works Necto Group premises**, unless otherwise agreed in writing or unless a different delivery option is selected by the Customer when placing the order. For purchases made through the Website, shipping methods and related costs are displayed in the cart summary before submission of the order and form an integral part of the contract. Where specific shipping agreements are already in place between Necto Group and the Customer (the "**Existing Commercial Agreements**"), such agreements shall continue to apply, including to orders placed through the Website. In such cases, shipping costs shall not be displayed during checkout and shall instead be indicated in the invoice in accordance with the agreed commercial terms, of which the Customer shall be expressly informed through the Website prior to submitting the order.

2.2.2 Where the parties agree that the Products shall be transported, Necto Group shall, pursuant to Article 1510, paragraph 2, of the Italian Civil Code, be released from its delivery obligation upon handover of the Products to the carrier or freight forwarder. Accordingly, the risk of loss of or damage to the Products shall pass to the Customer upon delivery to the carrier, including where transport is arranged by Necto Group on behalf of the Customer.

2.2.3 Transport costs shall be borne by the Customer unless otherwise agreed in writing. For orders placed through the Website, transport costs shall be those indicated during checkout, without prejudice to the application of any Existing Commercial Agreements referred to in Article 2.2.1.

2.2.4 In the absence of specific instructions from the Customer, transport shall be arranged on behalf of and at the Customer's expense. Necto Group shall select the carrier and means of transport it considers most appropriate

### 2.3 Payment

2.3.1 The Customer shall make payment in accordance with the terms and methods agreed in the contract or indicated on the Website during checkout. For purchases made through the Website, payment may be made, depending on the options available from time to time, by credit card, debit card, bank transfer or any other electronic payment methods available on the Website. Where Existing Commercial Agreements relating to payment terms and methods are already in place between Necto Group and the Customer, such agreements shall continue to apply also to orders placed through the Website. In such cases, the payment method shall not be selected during checkout but shall correspond to the method agreed

between the parties under the Existing Commercial Agreements, of which the Customer shall be expressly informed through the Website prior to submitting the order. Payment obligations shall be deemed fulfilled in accordance with Article 1.5.3.

2.3.2 The Customer shall remain liable for payment also in the event of: (i) delayed delivery due to circumstances not attributable to Necto Group; (ii) total or partial loss of or damage to the Products during transport pursuant to Article 2.2; or (iii) failure to collect the Products once made available by Necto Group, without prejudice to the penalty provided for in Article 2.1.5.

2.3.3 In the event of late payment or non-payment, Necto Group may suspend or cancel fulfilment of any pending orders pursuant to Articles 1460 and 1461 of the Italian Civil Code, without incurring any liability whatsoever.

2.3.4 In the case of instalment payments, Necto Group may demand immediate payment of the outstanding balance pursuant to Article 1186 of the Italian Civil Code in the event of the Customer's insolvency, reduction of guarantees or failure to provide the agreed guarantees, including through legal proceedings and without prior notice or formal demand.

2.3.5 In all cases of late payment, default interest pursuant to Italian Legislative Decree No. 231 of 9 October 2002 shall accrue automatically and without formal notice. In addition, pursuant to Article 1382 of the Italian Civil Code, the Customer shall be charged liquidated damages equal to 1/20 of the value of the supply for each week of delay. Such penalty may be applied cumulatively with the penalty provided for in Article 2.1.5. Necto Group's right to reimbursement of debt recovery costs and compensation for any greater damage shall remain unaffected.

## 2.4 Packaging

2.4.1 The quantity of Products contained in each package is specified by Necto Group in its catalogues, quotations, offers or on the Website.

2.4.2 Where an order concerns quantities that do not correspond to a full package or multiples thereof, Necto Group may accept the order subject to a flat handling fee of EUR 25.00 per package, plus VAT where applicable.

## ART. 3- FOREIGN TRADE

### 3.1 Suspension and Termination for Export Restrictions

3.1.1 If any foreign trade laws or regulations applicable to the contract or its performance, including governmental sanctions and embargoes (the "Foreign Trade Regulations"), make performance of the contractual obligations impossible or prohibited, either party shall be entitled to suspend performance of its obligations and, to the extent that such impediment or prohibition continues, to terminate the contract.

### 3.2 Authorisations and Extension of Time

3.2.1 If performance of the contract is delayed due to licensing requirements, approvals or any other procedures required under the Foreign Trade Regulations (the "Authorisations"), any agreed deadlines and delivery dates shall be extended by a period corresponding to the time elapsed between conclusion of the contract and the granting of the relevant Authorisation.

3.2.2 If the relevant Authorisation is denied or is not granted within 12 months from the date of application, either party shall be entitled to terminate the contract, in whole or in part, to the extent performance depends on such Authorisation.

### 3.3 Customer Information Obligations

3.3.1 Upon request by Necto Group, the Customer shall provide all information and documentation necessary to ensure compliance with the Foreign Trade Regulations or required by the competent authorities, including, without limitation, information relating to the end user, destination and intended end use of the Products.

3.3.2 For purchases made through the Website, such information may be requested during registration, when placing the order or subsequently. Failure to provide complete information within a reasonable period shall entitle Necto Group, at its discretion, to reject the order, withdraw from the contract or suspend its performance.

### 3.4 Customer Obligations in case of Transfer to Third Parties

3.4.1 If the Customer transfers the Products to third parties, including affiliated companies, the Customer undertakes to comply with the Foreign Trade Regulations to the extent that any breach thereof could result in a violation of Necto Group's obligations.

3.4.2 In the event of breach of such obligation, Necto Group shall be entitled to suspend performance of the contract or withdraw therefrom to the extent that the Customer's non-compliance could result in a breach of Necto Group's obligations.

### 3.5 Specific Provisions for Restricted Goods

3.5.1 The following provisions shall apply to Products falling within the scope of Article 12g of Regulation (EU) No. 833/2014, Article 8g of Regulation (EC) No. 765/2006, as amended, or any corresponding Swiss regulations.

3.5.2 The Customer shall **not sell, export or re-export**, directly or indirectly, to the Russian Federation or Belarus, or for use in those countries, any Products or related technology supplied under the contract that fall within the scope of the regulations referred to in Article 3.5.1.

3.5.3 The Customer shall use reasonable efforts to ensure that the purpose of Article 3.5.2 is not frustrated by any third party further down the commercial chain, including resellers, and shall establish and maintain an adequate monitoring mechanism.

3.5.4 Any breach, including negligent breach, of Articles 3.5.2 or 3.5.3 shall entitle Necto Group to immediately discontinue further supplies and terminate the contract.

3.5.5 The Customer shall **promptly inform** Necto Group of any issue relating to the application of Articles 3.5.2 or 3.5.3, including any activities by third parties that could frustrate their purpose. Upon request, the Customer shall provide Necto Group, within two weeks, with **all relevant information** concerning compliance with the obligations set out therein.

### 3.6 Limitation of Liability

3.6.1 Within the limits permitted by applicable law, Necto Group shall not be liable for any damage arising out of refusal to perform, cancellation of the order or withdrawal from the contract pursuant to this Article 3.

### 3.7 Documentation for Return Shipments

3.7.1 Where the Customer is required to return Products across customs borders, the Customer shall provide Necto Group with all documents and information necessary for a complete and accurate customs import declaration relating to the return shipment, including, in particular, a pro forma invoice and delivery note.

3.7.2 The pro forma invoice shall state a value corresponding to the ordinary market value of the Products, taking into account all Product components, and shall include the wording **“For Customs Purpose Only”**.

### 3.8 Additional Provisions

3.8.1 Unless otherwise expressly provided in this Article 3, the Customer shall remain solely responsible for ensuring that any transfer, shipment or export of the Products complies with all applicable laws and regulations, including:

- Council Regulation (EU) 2022/263;
- Council Regulation (EU) No. 269/2014;
- Council Regulation (EU) No. 692/2014;
- Regulation (EU) 2021/821 of the European Parliament and of the Council;
- Council Regulation (EU) 2017/1509;

as amended from time to time, as well as any import regulations applicable in the destination country.

## ART. 4- WARRANTIES AND LIABILITY

4.1 Pursuant to Article 1456 of the Italian Civil Code, Necto Group shall have the right to terminate the contract by written notice to the Customer in the following cases: (a) failure to pay, in whole or in part, the price within the agreed terms and in accordance with the agreed payment methods; (b) breach of the obligations set out in Articles 3.3, 3.4, 3.5.2 and 3.5.3 concerning foreign trade regulations; (c) provision of false or incomplete information during registration on the Website or when placing an order.

4.2 Termination shall take effect from the date on which the notice is received. Such notice may be sent by certified e-mail (PEC), registered letter with acknowledgment of receipt or any other means capable of providing evidence of dispatch and receipt, including through the restricted area of the Website. In all cases, Necto Group's right to claim damages and to recover the Products pursuant to Article 8 (**Retention of Title**) shall remain unaffected.

## ART. 5- WARRANTY FOR LED STRIPS AND DIMMERS TOWARDS BUSINESS CUSTOMERS

(effective as of January 2020)

### 5.1 Scope of the Warranty

5.1.1 Necto Group grants, for the Products and periods indicated in the table below, the contractual warranty governed by Article 5.2 below:

Product Category	Duration	Conditions of Use
LED strips with rated power ≤ 15 W/m	5 years	max. 4,000 operating hours/year
SELV dimmers/converters (≤ 56V DC)	5 years	max. 4,000 operating hours/year and max. 10 switching cycles/day
LED strips with rated power > 15 W/m and dimmers/relays above SELV (> 56V DC)	3 years	max. 4,000 operating hours/year and max. 10 switching cycles/day

5.1.2 The warranty is granted exclusively to business operators, as defined under Article 2082 of the Italian Civil Code, who purchased a Product covered by warranty after 1 February 2020 and during the validity period of these Sales Conditions, within the territory of the European Union (the “Territory”), provided that the purchase was made for commercial or self-employed professional purposes.

5.1.3 The warranty relating to each Product may be granted only once and to one single beneficiary within the sales chain.

### 5.2 Warranty Conditions

5.2.1 Necto Group warrants that the Products covered by warranty are free from manufacturing and material defects.

5.2.2 The warranty applies exclusively to the original Product delivered in its original packaging and complete with any included original accessories, if any. Batteries and accumulators, if any, as well as used Products, are excluded from the warranty.

5.2.3 The warranty shall apply provided that the Product has at all times been used in accordance with the technical specifications set out in the relevant technical datasheet and has been installed, commissioned and used in compliance with the installation and operating instructions.

5.2.4 The warranty period shall commence on the date on which the Product is purchased by the beneficiary.

### 5.3 Exclusions

5.3.1 The warranty shall not apply, including but not limited to, in the following cases: (a) negligible or immaterial damage or defects; (b) expiry of the normal lifecycle of the Product within the warranty period or reduction of luminous flux within the manufacturer’s specifications; (c) ordinary variations in the colour of the light emitted by the Product; (d) natural wear and tear of the Product; (e) improper or unsuitable use of the Product, or damage or defects caused by the beneficiary or third parties; (f) use of the Product in unsuitable or unauthorised operating environments (including excessive humidity, temperatures outside permitted limits, dust, corrosive environments, poor power supply quality, or exceeding the switching values of the operating cycle); (g) modification, repair or use of the Product in combination with other products or software without the prior written consent of Necto Group; (h) events of force majeure or unforeseen events.

### 5.4 Application of the Warranty

5.4.1 The warranty shall apply provided that: (a) the manufacturing or material defect occurred during the warranty period; (b) none of the exclusions set out in Article 5.3 applies; and (c) the beneficiary has submitted a claim within the time limits and in the manner set out in the following paragraphs.

5.4.2 In order to exercise the warranty, the beneficiary must submit to Necto Group, before expiry of the warranty period, a written request containing at least: (a) the company name or business name, or the surname, first name and postal address of the beneficiary; (b) details of the Product covered by warranty (name, identification code, quantity purchased and quantity claimed); (c) the reason for the claim; and (d) a copy of the original invoice.

5.4.3 The request must be submitted by registered letter with acknowledgment of receipt, by certified e-mail (PEC) to the address indicated in Necto Group’s contact details, or through the dedicated function available in the restricted area of the Website. Requests submitted by ordinary e-mail, telephone or fax shall not be accepted.

5.4.4 Necto Group may request the return of the defective Product, which must be sent by post, complete with all accessories and in breakage-proof packaging.

5.4.5 The warranty service consists exclusively of the free supply of a replacement Product, which may differ from the replaced Product in terms of characteristics, specifications and design, provided that it is equivalent thereto. The replacement Product shall be shipped exclusively within the **Territory**.

5.4.6 The warranty does not include, by way of example and without limitation: (a) repair of the Product; (b) reimbursement of the costs incurred for returning the defective Product; (c) reimbursement of installation, dismantling, transport, labour, materials or troubleshooting costs; (d) any other damage or reimbursement, including consequential damages, loss of profit or transport costs.

5.4.7 Necto Group reserves the right to verify the validity of each claim on a case-by-case basis.

5.4.8 Except in cases involving particular technical complexity, the beneficiary shall receive the warranty service within one month from acceptance of the claim by Necto Group.

5.4.9 Performance of the warranty service shall neither extend nor renew the original warranty period.

## 5.5 Governing Law and Jurisdiction

5.5.1 These Warranty Conditions shall be governed exclusively by Italian law, excluding the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law.

5.5.2 The Court of Padua shall have exclusive jurisdiction over any dispute arising out of or in connection with these Warranty Conditions.

## 5.6 Amendments

5.6.1 Necto Group reserves the right to amend these Warranty Conditions at any time and at its sole discretion.

## ART. 6 - GENERAL WARRANTY

### 6.1 Warranty

6.1.1 Pursuant to Article 1490 of the Italian Civil Code, Necto Group warrants that the Products sold are free from defects rendering them unsuitable for their intended use or materially reducing their value.

6.1.2 Necto Group does not warrant the proper functioning of the Products sold. The Parties expressly acknowledge that the warranty of proper functioning pursuant to Article 1512 of the Italian Civil Code is excluded.

6.1.3 The contractual warranty provided under Article 5 for LED Strips and Dimmers is additional to, and does not replace, the statutory warranty provided under this Article 6. The beneficiary may choose which warranty to invoke in relation to the specific defect or non-conformity.

### 6.2 Claims and Forfeiture

6.2.1 Under penalty of forfeiture, the Customer shall notify Necto Group in writing: (a) of any claims relating to the quantity, nature or type of the Products supplied, within 8 days from the delivery date; (b) of any claims relating to the quality of the Products and of any defects or non-conformities pursuant to Article 1495 of the Italian Civil Code, within 8 days from discovery thereof.

6.2.2 Claims must be submitted by registered letter with acknowledgment of receipt, by certified e-mail (PEC) to the address indicated in Necto Group's contact details, or through the dedicated function available in the restricted area of the Website. Claims submitted by ordinary e-mail, telephone or fax shall not be accepted.

6.2.3 Under penalty of inadmissibility, the claim must indicate the traceability code of the Products and the details of the delivery note, and must include appropriate photographic evidence of the alleged defects or non-conformities.

6.2.4 Under penalty of forfeiture of the warranty, the Customer shall refrain from carrying out any intervention, repair or tampering on the Products in relation to which defects, non-conformities, lack of quality or non-compliance with the agreed type are alleged. Claims relating to repaired, tampered with or altered Products shall not be examined.

6.2.5 Claims relating to the quality of the Products shall not be admissible if, at the date of the claim, the Customer has failed to make payment of any amounts due to Necto Group. In any event, claims or disputes relating to a single delivery shall not release the Customer from the obligation to collect and pay for the remaining Products covered by the order.

6.2.6 Before installing the Products or using them within its production processes, including through assembly with other components, the Customer shall verify their suitability for the intended use and, where necessary, carry out preliminary tests that do not alter or modify the characteristics of the Products. Necto Group shall not be liable for any damage arising from failure to carry out such prior verification where the defects or non-conformities could have been identified through ordinary diligence, including by means of the above preliminary tests

## 6.3 Limitation Period and Limitation of Liability

6.3.1 The Products sold by Necto Group are covered by warranty for a period of one year from the date of delivery to the Customer pursuant to Articles 1495 and 1497 of the Italian Civil Code, without prejudice to the forfeiture provisions set out in Article 6.2 above.

6.3.2 Except in cases of wilful misconduct or gross negligence pursuant to Article 1229 of the Italian Civil Code, Necto Group's liability shall be limited as follows: (a) indirect and consequential damages, including loss of profit, loss of business, loss of customers, production downtime and reputational damage, are excluded; (b) compensation for direct damages shall in any event be limited to the value of the relevant supply to which the defect or non-conformity relates, as indicated in the relevant invoice.

6.3.3 Except in cases of wilful misconduct or gross negligence, compensation shall specifically exclude costs incurred by the Customer for after-sales assistance, replacement of components, recall actions, material selection, replacement or substitution of entire batches, as well as costs incurred by the Customer vis-à-vis its own end customers.

6.3.4 Necto Group may authorise in writing the performance of the activities referred to in the preceding paragraph, agreeing from time to time with the Customer on the allocation of the related costs.

## ART. 7- RETURNS

### 7.1 Scope

7.1.1 This Article 7 governs commercial returns, namely returns of Products requested by the Customer for reasons other than the exercise of warranty rights. Returns made under warranty are governed exclusively by Articles 5 and 6.

7.1.2 The Customer shall have no general right of withdrawal or return in respect of purchased Products. The provisions concerning withdrawal rights under the Italian Consumer Code shall not apply, as they are reserved for consumers and are not applicable to B2B relationships.

### 7.2 Authorisation and Time Limits

7.2.1 Commercial returns must be authorised in writing in advance by Necto Group. Requests for authorisation shall be submitted by registered letter with acknowledgment of receipt, by certified e-mail (PEC) to the address indicated in Necto Group's contact details, or through the dedicated function available in the restricted area of the Website.

7.2.2 Requests for authorisation must be received by Necto Group within 30 days from the delivery date of the Products. Requests submitted after such period shall be deemed rejected.

7.2.3 Once authorisation has been granted, the Customer shall complete the return within 15 days. Upon expiry of such period, the authorisation shall lapse.

### 7.3 Return Procedure

7.3.1 Returned Products shall be shipped at the Customer's care and expense. The Customer shall indicate the reference number of the relevant authorisation in the transport and tax documentation.

7.3.2 Returns shall be accepted only if the Products are intact, complete with their original packaging and provided with suitable outer packaging.

### 7.4 Credit Note

7.4.1 Where the return is not due to reasons attributable to Necto Group, Necto Group shall be entitled to retain 10% of the net invoiced value of the returned Products as a flat administrative charge at the time the credit note is issued.

7.4.2 The credit note shall be issued using the same payment method originally used by the Customer, unless otherwise agreed in writing between the Parties.

## ART. 8- RETENTION OF TITLE

### 8.1 Retention of Title

8.1.1 Pursuant to Article 1523 of the Italian Civil Code, Necto Group shall retain title to the Products sold until full payment of the purchase price has been received. The Customer shall bear all risks relating to loss of or damage to the Products in accordance with Article 2.2.

8.1.2 In the event of failure to make payment, whether in whole or in part, including failure to pay a single instalment, Necto Group shall have the right to recover the Products, including cumulatively with termination of the contract pursuant to Article 4.

## 8.2 Restriction on Disposal

8.2.1 Until full payment of the purchase price has been made, the Customer may not assign, resell, pledge or otherwise create any rights in favour of third parties over the Products without Necto Group's prior written consent.

8.2.2 The Customer shall store the Products with the diligence of a prudent business operator and shall keep them identifiable as property of Necto Group.

## 8.3 Enforceability against Third Parties

8.3.1 The Parties acknowledge that, pursuant to Article 1524 of the Italian Civil Code, the retention of title shall be enforceable against the Customer's creditors provided that it is evidenced by a written instrument bearing a certified date prior to any attachment order. For such purpose, the Parties agree that transmission of the contract, order or order confirmation by certified e-mail (PEC), or execution by means of digital signature or qualified electronic signature, shall constitute valid evidence of certified date pursuant to Article 2704 of the Italian Civil Code.

## ART. 9- INTELLECTUAL PROPERTY RIGHTS

### 9.1 Trademarks and Logos

9.1.1 The Customer shall not use Necto Group's trademarks, logos or any other distinctive signs without Necto Group's prior written consent.

### 9.2 Website and Catalogue Content

9.2.1 All content included on the Website and in Necto Group's catalogues - including, by way of example, texts, images, photographs, drawings, technical datasheets, Product descriptions, databases, graphics, layouts and software - is the exclusive property of Necto Group or of the respective rights holders and is protected under applicable intellectual and industrial property laws.

9.2.2 Any reproduction, including partial reproduction, publication, distribution, systematic extraction or re-use of the content referred to in the preceding paragraph, by any means and for any purpose whatsoever, without Necto Group's prior written consent, is prohibited. In particular, any automated data extraction activity from the Website, carried out by any tool or means, is prohibited.

## ART. 10- GOVERNING LAW AND JURISDICTION

### 10.1 Governing Law

10.1.1 These General Terms and Conditions of Sale and all contracts entered into pursuant thereto shall be governed exclusively by Italian law, excluding the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law.

### 10.2 Jurisdiction

10.2.1 The Court of Padua shall have exclusive jurisdiction over any dispute arising out of or in connection with these General Terms and Conditions of Sale and any contracts entered into pursuant thereto.

10.2.2 The jurisdiction clause set out in the preceding paragraph constitutes a jurisdiction agreement pursuant to Article 25 of Regulation (EU) No. 1215/2012, where applicable.

## ART. 11- AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF SALE

### 11.1 Right to Amend

11.1.1 Necto Group reserves the right to amend these General Terms and Conditions of Sale at any time. The version currently in force is published on the Website [b2b.nectogroup.com](http://b2b.nectogroup.com) and is identified by the relevant version number and last update date.

### 11.2 Individual Orders and Supplies

11.2.1 Any amendments shall apply exclusively to orders submitted after publication on the Website. Orders already concluded shall continue to be governed by the General Terms and Conditions of Sale in force at the time such orders were concluded.

### 11.3 Framework Agreements and Ongoing Supply Relationships

11.3.1 In the case of framework agreements, ongoing supplies and continuous commercial relationships, amendments shall be notified to the Customer at least 30 days before their effective date by certified e-mail (PEC), e-mail sent to the address provided during registration, or notice published in the restricted area of the Website.

11.3.2 Within the same 30-day period following receipt of such notice, the Customer may terminate the relationship by written notice sent to Necto Group using the means referred to in the preceding paragraph. Such termination shall take effect from the effective date of the amendments and shall not affect the performance of orders already concluded, which shall continue to be governed by the previous version of the General Terms and Conditions of Sale.

11.3.3 If the Customer does not exercise its right of termination within the above 30-day period, the amendments shall be deemed accepted and shall apply to the relationship.

### 11.4 Retention Obligation

11.4.1 At the time each order is submitted, the applicable General Terms and Conditions of Sale may be stored and reproduced by the Customer. The Customer shall be responsible for retaining a copy of the General Terms and Conditions of Sale applicable to each concluded order.

## ART. 12- PERSONAL DATA PROTECTION

### 12.1 Processing of Personal Data

12.1.1 Necto Group, acting as data controller, processes the Customer's personal data in compliance with Regulation (EU) 2016/679 (GDPR) and Italian Legislative Decree No. 196/2003, as subsequently amended.

12.1.2 Information relating to the processing of personal data, including the purposes of processing, legal basis, categories of processed data, recipients, retention period, any transfers outside the European Union and the data subject's rights, is set out in the Privacy Policy published on the Website [b2b.nectogroup.com](http://b2b.nectogroup.com) and made available to the Customer during registration and when placing orders. The Website Privacy Policy is autonomous and separate from the Privacy Policy published on Necto Group's corporate website ([www.nectogroup.com](http://www.nectogroup.com)) and specifically governs processing activities connected with registration, order fulfilment and management of the contractual relationship through the Website.

### 12.2 Cookies

12.2.1 Information relating to cookies and other tracking technologies used on the Website is set out in the Cookie Policy published on the Website [b2b.nectogroup.com](http://b2b.nectogroup.com). The Website Cookie Policy is autonomous and separate from the Cookie Policy published on Necto Group's corporate website.

Version 1.0 effective as of 20/05/2026

Signature \_\_\_\_\_

## CLAUSE - EXPRESS ACCEPTANCE PURSUANT TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has read and specifically approved the clauses of these General Terms and Conditions of Sale relating to: rights to refuse, suspend, cancel or terminate the contract (Articles 1.1.3, 1.3.7, 1.4.4, 2.3.3, 3 and 4); penalties and forfeiture provisions (Articles 2.1.5, 2.3.4, 2.3.5, 6.2, 7.2.2 and 7.2.3); limitations of liability and warranty (Articles 2.1.7, 5.4.3, 5.4.5, 5.4.6, 6.3.2 and 6.3.3); exclusion of withdrawal rights (Article 7.1.2); transfer of risk and retention of title (Articles 2.2.2, 8.1.2 and 8.2.1); exclusive jurisdiction (Articles 5.5.2, 10.2.1 and 10.2.2); and tacit acceptance of contractual amendments (Article 11.3.3).

Signature \_\_\_\_\_