

OLAB S.R.L. GENERAL TERMS AND CONDITION OF SALE

Last revision: December 2nd 2025

NOTICE FOR DATA CONSULTATION

**IMPORTANT!
LEGAL NOTE FOR CATALOGUE CONSULTATION**

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All technical information provided in this catalogue are simply indicative, as they are the result of laboratory tests carried out under peculiar conditions that do not cover the entire case history of the real conditions of use. On the basis of these considerations, the performances described here are liable to be considerably changed depending on the different conditions of user or assembly of the product onto the final equipment and plants. Therefore, we suggest the users should always subject the product to preliminary tests by simulating its real conditions of use. Minimum and maximum declared values in each section of this catalogue are intended to be attainable only for short periods of time, not for continuous use of the device.

GENERAL TERMS AND CONDITIONS OF SALE OLAB S.R.L.

These general conditions of sales shall apply and govern all the sale contracts of products manufactured by Olab S.r.l.

Any conditions different from the following shall be effective only if accepted in writing.

1. DEFINITIONS

1.1 For the purposes of these General Terms and Conditions of Sale ("GTC"), the following definitions apply:

- "Seller": Olab Srl, headquartered at Via Cavallera 2, Torbole Casaglia (BS) PI 02963700170.
- "Customer": any professional entity purchasing the Products.
- "Products": all goods and services manufactured or marketed by the Seller, including standard, customized and prototype components.
- "Order": a purchase proposal sent by the Customer.
- "Order Confirmation" ("OC"): formal acceptance of the Order by the Seller.
- "Technical Documentation": specifications, datasheets, catalogues, manuals, certifications, drawings, and any technical documents related to the Products.
- "Force Majeure": any event beyond the reasonable control of the Party invoking it.

2. SCOPE OF APPLICATION.

2.1 These GTC shall govern all of Seller's supplies, both domestic and international.

2.2 The GTC shall prevail over the Customer's general terms and conditions, even if subsequently communicated or uncontested.

2.3 Any deviation shall be valid only if expressly accepted in writing by Seller.

3. TECHNICAL DOCUMENTATION AND CONFORMITY, ORDERS BASED ON CUSTOMER DESIGN

3.1 The Technical Documentation in effect on the date of the OC shall form an integral part of the contract.

3.2 The Seller may make improvements to the Products (materials, components, geometries, electronics, firmware), provided they do not alter their essential functionality.

3.3 The Customer is responsible for:

- verifying the correct selection of the Product in relation to the final application;
- ensuring that process data (fluids, pressures, temperatures, cycles) are compatible with technical limits;
- installing and using the Products in accordance with Seller's instructions.

3.4 Products may be subject to dimensional, performance, and functional tolerances in accordance with ISO/DIN/EN standards or Seller's internal specifications. Products will be supplied in compliance with the quality standards set out in the ISO 9001 System.

3.5 Products supplied based on the Customer's design will have a minimum tolerance of +/- 10% on the quantity ordered. The Customer will be obliged to purchase the supply of Products according to the quantity included in this tolerance margin.

4. QUOTATIONS, PRICING, AND COST REVIEW

4.1 Seller's quotations are valid for 30 days unless otherwise specified.

4.2 Prices are understood to be:

- EXW Seller's factory (Incoterms® 2020);
 - exclusive of taxes, duties, special packaging, insurance, freight.
- 4.3 Seller may adjust prices in case of significant increases (>5%) in:
- raw materials (brass, steel, stainless steel, copper);
 - electronic components;
 - energy;
 - logistics and customs costs.

4.4 For open orders and forecasts, in case of cancellation or reduction the Customer is obliged to:

- refund components already purchased;
- recognize storage costs;
- pay for Products already started production.

5. CONTRACT FORMATION (ORDERS AND CONFIRMATIONS) AND OLAB'S RIGHT OF WITHDRAWAL

5.1 Customer's Order constitutes an irrevocable proposal for 30 days (45 for Orders in August).

5.2 The contract is formed only with the OC issued by the Seller.

5.3 Any transmission errors or duplication of the Order shall not bind the Seller.

5.4 Subsequent changes to the Order are valid only if:

- accepted in writing;
- involve adjustment of price, time and quantity accepted by Seller.

5.5 In the case of continuous or periodic Orders, Olab reserves the right at any time to withdraw from the contract (even if it has sent the OC) if, during the course of the periodic supply, Olab's commercial credit insurer informs Olab that it is terminating its credit coverage for the Customer.

6. DELIVERY TERMS.

6.1 Delivery terms stated are provisional and do not constitute an essential deadline.

6.2 Seller shall not be liable for delays due to:

- global supply chain disruptions;
- shortages of raw materials or electronic components;
- supplier or transporter delays;
- Customs events or regulatory restrictions;
- strikes, pandemics, wars, embargoes, force majeure effects.

6.3 No delay legitimizes:

- cancellation of the order;
- claim for compensation;
- application of penalties not agreed upon in writing.

7. PACKAGING AND TRANSPORTATION.

7.1 Standard packaging included; specials on request.

7.2 Risk passes to Customer upon delivery to first carrier, even if transportation is arranged by Seller.

7.3 Customer shall:

- immediately check the material received;
- note reservations on the transport document;
- notify damage and/or reservations within 48 hours.

8. TESTING, TESTS AND CERTIFICATIONS

8.1 Products are subjected to Seller's standard tests (leak tests, functional tests, dimensional checks).

8.2 Special tests requested by the Customer (e.g. accelerated cycles, stress tests, certified calibrations) are chargeable.

8.3 Special certifications (PED, ATEX, UL, WRAS, NSF, MOCA) require Seller confirmation and may result in surcharges and new timelines.

9. PAYMENTS

9.1 Payment terms are stated in the CoO or invoice.

9.2 Late payment → automatic application of interest:

- EU: D.Lgs. 231/2002
- extra-EU: EURIBOR 3M + 8%.

9.3 In case of non-payment the Seller may:

- suspend deliveries;
- demand advance payment for future orders;
- declare termination of the contract.

10. WARRANTY - GENERAL PROVISIONS, LIMITATIONS, PROCEDURES AND EXCLUSIONS.

10.1. Duration of Warranty.

10.1.1 Unless otherwise agreed in writing, Seller warrants that the Products are free from material and manufacturing defects for a period of 12 (twelve) months from delivery, according to applicable Incoterm.

10.1.2 For components subject to wear and tear or intensive operating cycles (e.g. diaphragms, gaskets, microswitches), the warranty period is 6 months, unless otherwise technically specified.

10.2. Nature of Warranty.

10.2.1 The warranty is limited to original defects attributable to Seller's materials, components or manufacturing processes.

10.2.2 The warranty is exclusively of the "repair or replace" type at Seller's sole discretion.

10.2.3 The following shall not constitute defects of conformity:

- minor differences consistent with industry tolerances;
- variations in colour, finish or appearance that do not impair functionality and performance;
- deterioration due to the normal life cycle of the Product.

10.3. Complaint Procedure.

10.3.1 The Customer must report any defects within 8 days after discovery or from the time when it could have discovered them with ordinary diligence.

10.3.2 The complaint must:

- be in writing;
- contain detailed description of the defect;
- indicate lot, date of installation, operating cycles, fluids used;
- include photographs or video;
- indicate operating pressures, temperatures, environmental conditions, and any relevant parameters.

10.3.3 Any work on the Product without written authorization from the Seller shall invalidate the warranty.

10.4 Technical Verification.

10.4.1 Seller shall have the right to examine the Product:

- at the Customer's premises;
- at authorized service centers;
- upon return to Seller's facility (return at Customer's expense unless the defect is acknowledged).

10.4.2 Until the conclusion of the Technical Verification, the Product shall be made available without manipulation that may alter it.

10.5. Remedies

In the event of a defect covered by the warranty, Seller, at its sole discretion, may:

(a) repair the Product;

(b) replace it with an identical or equivalent one;

These remedies are exclusive and supersede any other legal or contractual remedies.

10.6 Warranty Exclusions.

The warranty does not cover defects arising, directly or indirectly, from:

- improper installation, incorrect selection of the Product or integration into improper systems;
- use with incompatible fluids (corrosive, abrasive, contaminated, unfiltered);
- pressures, temperatures or cycles exceeding stated technical limits;
- incompatible atmospheric or environmental conditions (humidity, saline atmospheres, aggressive substances);
- misuse, insufficient or negligent maintenance;
- unauthorized alterations, repairs or modifications;
- unsuitable storage of the Product at the Customer's premises;
- damage during transportation entrusted by the Customer;
- normal wear and tear of components subject to consumption;
- failure to comply with applicable regulations or technical standards in the Customer's facilities.

10.7 Customized or non-standard products.

For products designed or modified to the Customer's specifications:

- the warranty covers only correct execution in accordance with the Customer's drawings;
- the Customer assumes all responsibility for the functionality, suitability and safety of the Product;
- the Seller shall not be liable for defects resulting from Customer's design errors.

11. LIMITATIONS OF LIABILITY.

11.1. General Principle.

The Seller's liability, contractual or non-contractual, is limited to direct and documented damages attributable to wilful misconduct or gross negligence.

11.2 Exclusion of indirect and consequential damages.

Any liability for:

- loss of production, plant stoppages or downtime;
- lost profits or loss of business opportunities;
- claims from Customer's customers;
- costs of disassembly, reinstallation or replacement in complex installations;
- damage to property other than the Product;
- damages resulting from delivery delays, contract penalties or Customer's SLAs;
- indirect or consequential damages of any nature.

11.3. Quantitative Limitation.

In any event, Seller's total liability shall not exceed the value of the supply giving rise to the claim, exclusive of VAT, transportation and accessories.

11.4. Indemnity in favor of the Seller

The Customer shall indemnify and hold harmless the Seller from any third party claims arising from:

- improper or non-conforming use of the Products;
- integration of the Products into plant or machinery that does not comply with applicable regulations;
- defects arising from technical specifications provided by the Customer;
- unauthorized tampering with or modification of the Products.

11.5 Liability for Products intended for incorporation.

For Products incorporated into machinery or plant:

- the Customer is responsible for proper design, safety, and CE compliance;
- the Seller is not responsible for defects resulting from improper installation, wiring, pressurization, or calibration performed by the Customer;
- Seller's liability is limited to the component supplied and does not extend to the system as a whole.

11.6. Force Majeure.

Seller shall not be liable for defaults or delays resulting from:

- wars, embargoes, sanctions, political instability;
- shortages or interruptions in supply chains;
- power shortages, strikes, port blockades or transportation;
- epidemics, pandemics, restrictive government measures;
- natural events such as floods, fires, earthquakes or similar.

12. CYBERSECURITY AND EMBEDDED SOFTWARE.

12.1 If the Products include firmware, electronics, or digital communications, Seller warrants compliance with the state of the art at the time of manufacture.

12.2 Seller does not guarantee the absolute absence of cyber vulnerabilities.

12.3 The Customer shall implement appropriate security measures in the final installation.

13. EXPORT COMPLIANCE, PENALTIES AND INTERNATIONAL TRADE.

13.1 The Customer is responsible for compliance with import-export regulations in the country of destination.

13.2 Resale to internationally embargoed countries without Seller's authorization is prohibited.

13.3 Where required, the Customer must provide End-User Declaration or end-use certification.

14. RESERVATION OF OWNERSHIP

14.1 Ownership of the Products shall remain with Seller until paid in full in accordance with Article 1523 of the Civil Code.

14.2 In case of insolvency, the Seller may require immediate return of the Products, which shall remain identified until full payment.

15. CONFIDENTIALITY

15.1 The Customer shall keep confidential all technical, commercial and strategic information relating to the Products and the production process, if any, communicated by the Seller

15.2 The obligation of confidentiality shall remain for 5 years after delivery.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 Italian law shall apply to domestic sales. The exclusive place of jurisdiction is Brescia.

16.2 For international sales, Italian law shall apply with the express exclusion of the application of the CISG (Vienna Convention on Contracts for the International Sale of Goods 1980). The exclusive place of jurisdiction is Brescia.