

B2B Sales Conditions

1. ORDER PLACEMENT AND CONTRACT EXECUTION

1.1 The following general sales conditions (hereinafter the “**General Conditions**”) shall govern all online sales placed on Cellularline’s B2B retail site <https://b2b.cellularline.com/b2b/b2bSite/it/EUR/login> (the “**Site**”), and carried out between Cellularline S.p.A. (hereinafter “**Cellularline**”) and those retailers, wholesalers, and more generally all those purchasing products for reasons relating to their own business, commercial, trade, or professional affairs (hereinafter, the “**Customers**” or, individually, the “**Customer**”), regardless of whether their registered office or domicile is located in Italy or abroad, and with delivery locations within Italy or internationally. The sale of all Cellularline products shall be governed by these General Conditions (which shall be published on the Site for reasons including the retention and consultation requirements for e-commerce sites established by Art. 12 of Legislative Decree no. 70/03, as subsequently amended), as well as more specific conditions of sale including but not limited to negotiated price, delivery terms, and payment terms appearing in the order confirmation or summary issued by Customer.

1.2 The submission of any request for goods through the Site, and its acceptance thereafter by Cellularline, shall constitute Customer’s full and unconditional acceptance of the aforementioned special conditions, and the instant General Conditions, which shall thereafter be fully incorporated into any order issued by Customer, as an integral component thereof. No agreement purporting to amend or supplement these General Conditions shall be valid unless agreed upon by Cellularline and Customer in writing, or in another manner agreed upon *inter partes*. Cellularline shall, however, be free to update, supplement, or amend the instant General Conditions. Once provided to Customer or posted on www.cellularline.com, such revised General Conditions shall govern any sales perfected thereafter.

1.3 Customer shall submit purchase orders through the Site using all due care to assiduously comply with the instructions and the procedures described on the Site itself. Cellularline shall review the order, and choose to fulfil it or decline it at its sole discretion.

1.4 Orders shall be deemed accepted once an order confirmation is emailed by Cellularline to the email address supplied by Customer on the company-information screen at the registration stage. The contract shall be deemed executed upon issuance of the order confirmation.

1.5 Additionally, pursuant to the provisions of Legislative Decree no. 70 of 9 April 2003 germane to e-commerce transactions, Cellularline advises its users that:

- a) before submitting the order form, Customer may review and correct any data-entry errors by following the instructions on the Site;
- b) once the order form has been entered in the system, Cellularline shall send Customer (using the email address supplied by the same) an Order Confirmation identifying the article item or name and price for all products purchased. Additionally, Customers may review the General Conditions at any time on: <https://www.cellularlinegroup.com/condizioni-general-di-vendita-retail/>;
- c) order forms shall be stored in Cellularline’s database for as long as required to fulfil the related order, and as permitted by applicable law. Customers may access summary information on their own orders in the “Order History” section of their online account.

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1.6 Cellularline's Site offers the following language options:

- orders may be placed in Italian or English;
- emails relating to orders will be sent in Italian or English (other languages available upon request).

1.7 Product availability will be shown at the order-creation stage. Orders placed for any out-of-stock item will be cancelled unless otherwise negotiated by the parties.

2. CATALOGUE SALES AND SUPPLY MODIFICATIONS

2.1 Products shall conform, to the fullest extent possible, to the specifications appearing in the catalogue posted to the Site. Within the scope of its discretion as a manufacturer and seller, or as needed to comply with any statutory or regulatory update, Cellularline may make adjustments or modifications to any product for reasons relating to cosmetics, construction, or function. Such modifications shall be negotiated with Customer in advance.

3. DELIVERY AND TRANSPORT

3.1 Unless otherwise contemplated in any special condition, the delivery of products shall always be ex-warehouse at Cellularline's warehouse in Campogalliano (MO), with all merchandise to be loaded onsite at Customer's risk and expense. Delivery deadlines are approximate rather than essential and/or binding on Cellularline.

3.2 Pre-orders on new products are permitted.

- Once pre-ordered, the item is considered purchased.
- Pre-orders may be cancelled up until order shipment by sending an email to news.retail@cellularline.com for any item to be delivered within Italy, or to international@cellularline.com for deliveries outside of Italy.
- Pre-ordered items will ship as soon as they become available; no notice will be provided.

3.3 Cellularline: (i) shall make deliveries as its production, procurement, and shipment needs permit; (ii) may divide an order into multiple shipments, or consolidate multiple orders into one shipment; and (iii) may toll delivery on purchased items where if Customer is in default, or should Cellularline have any concerns about Customer's credit-worthiness.

3.4 Customer shall bear the risk and expense of transporting products from Cellularline's warehouse to their destination. With respect to any deliveries within Italy, Cellularline shall have discretion over the vehicle and/or courier to be used; should Cellularline elect not to exercise such discretion, or for any deliveries outside of Italy, Customer shall identify a shipping company or courier. Customer shall be responsible for loading the merchandise for shipment, and for relative costs and charges.

3.5 Delivery timeframes are non-binding, but shall generally be 48-72 hours from Cellularline's acceptance of the order for all deliveries to be made in Italy (Saturdays, Sundays, and holidays excluded). On the other

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hand, for any international deliveries, non-binding delivery timeframes shall be set and provided to Customer on a case-by-case basis, depending on the order's destination.

3.6 Shipping costs, as reported on the invoice on a case-by-case basis, shall be borne by Customer.

3.7 Merchandise shall be shipped in standard, undamaged packaging suitable for loading onto transport vehicles, and for unloading onto the ground using inspected and suitable equipment. Cellularline shall not be liable for any damage to merchandise caused by the handling or hoisting of merchandise using improper manoeuvres or equipment.

4. PRODUCT WARRANTY AND LIABILITY

4.1 Acceptance of the products by the shipping company, courier, or any other party designated by Customer to retrieve the merchandise shall be construed as a waiver of any objection to the packaging's condition; Cellularline's liability shall terminate upon tender of the merchandise to the aforementioned courier or shipping company.

4.2 Unless otherwise stated in the order, and with the exception of any improvements or modifications to the product's specifications as they appear in the catalogue (provided they do not compromise product quality), Cellularline shall warrant the product's conformity to all stated specifications, and shall further warrant the products to be free of any flaws or defects as required under applicable law.

4.3 Any reports of flaws, defects, or non-conformities by the end consumer or by Customer (in assertion of any rights by any claimant against the same) following the end of the warranty period, shall be borne by Customer alone, with any right of recourse or contribution expressly excluded.

4.4 Reports of defects must be received no later than two (2) months from notice thereof, and be accompanied, lest they be void, by a description of the defect, a copy of the end-consumer's proof of purchase, Customer's own company / contact information, and a notation of the Customer's invoice number or other reference. Notice of all defects such as broken components, scratches, marks, or any non-conformity with respect to the aesthetic characteristics as stated which are not visible to the naked eye prior to purchase (in which case they will be deemed accepted by the end consumer, and not subject to warranty) shall be imputed on the purchaser at the moment of purchase.

Pursuant to the instant warranty, Cellularline agrees to replace or repair any products acknowledged by the former to be defective or non-conforming, provided such defects do not arise from transportation, improper use and/or storage, incorrect assembly, or any unreasonable or inappropriate use of the same, or otherwise falling within the scope of Customer's own negligence or other liability, or that of any claimant (third party or otherwise) against the same.

4.5 The warranty shall lapse upon any modification being made to the item, or should any carelessness be discovered in the assembly of the same, or any inappropriate use, or use not otherwise complying with the instructions or warnings provided for the same, or any tampering with the product, and moreover upon the discovery of any contributory act or omission on the part of Customer, or of any claimant against the same. No warranty shall be provided for any products which have not been packaged in a way to ensure suitable protection during their return shipment.

4.6 Cellularline warrants the safety of its products pursuant to applicable safety standards, and further warrants its products' electromagnetic compatibility at the moment they are placed into the stream of commerce.

4.7 Cellularline shall not be held liable for any damages, whether direct or indirect, caused to any persons, animals, or property, for any use of the product which was not reasonably foreseeable at the time of its manufacture.

5. REPORTS OF ORDER NON CONFORMITIES

5.1 Customer shall be bound to inspect all merchandise upon delivery to ensure it conforms to the order as accepted by Cellularline. Absent a timely report (which shall specify the non-conformity discovered), products shall be deemed conforming and accepted.

5.2 All product defects, as well as any differences in quality or quantity, along with any other visible non-conformity, shall be reported in writing to Cellularline within eight (8) days of delivery to news.retail@cellularline.com for all deliveries made in Italy, or to international@cellularline.com, for all deliveries made outside of Italy.

5.3 For any latent defects discovered by Customer prior to any retail sale thereof, the deadline of eight (8) days shall begin to run from Customer's notice thereof, which notice shall be duly documented by the same.

5.4 Any complaints regarding discrepancies on the transport documents shall be reported to Cellularline by email or PEC [certified email] within forty-eight (48) hours of product receipt to news.retail@cellularline.com for all deliveries made in Italy, or to international@cellularline.com, for all deliveries made outside of Italy.

6. RETURNS

6.1 Returns of any product purchased on the Site must be coordinated in advance with Cellularline, who will then assign a return-authorisation number which must be referenced by Customer in all return and/or accounting documents.

6.2 Cellularline reserves the right to determine whether to replace, repair, or issue a credit on any returned item on a case-by-case basis.

6.3 For returns made within Italy, all related correspondence shall be sent electronically via email or PEC [certified email] to news.retail@cellularline.com for all commercial returns and to uff.assistenza@cellularline.com for all quality-related returns. For returns of items delivered outside Italy, all related correspondence shall be sent electronically via email or PEC [certified email] to international.customercare@cellularline.com for both commercial returns and for all quality-related returns.

6.4 Returns submitted for goods or accessories which are not manufactured or sold by Cellularline, and returns submitted without a return-authorisation number, shall be rejected.

6.5 Products returned to Cellularline which are incomplete or damaged for reasons such as improper return packaging shall not be replaced or refunded.

7. PRICES AND PAYMENT

7.1 The prices appearing on the order confirmation shall be net of VAT, if applicable, but shall include packaging and tender of the merchandise ex-warehouse at Cellularline.

7.2 Price variations arising from any change to the official list price, or prompted by any changes in underlying costs due to manufacturing variations and modifications, shall be duly disclosed to Customer.

Once two (2) days have elapsed from the aforementioned notice without any withdrawal from Customer, the pending order shall be deemed renewed at the newly disclosed prices.

7.3 Any invoices to which no objection is made via email (to news.retail@cellularline.com for all deliveries made in Italy, or to international@cellularline.com for deliveries made outside of Italy) within five (5) days from their receipt shall be deemed fully accepted.

7.4 Payments against invoices shall be made directly to Cellularline via bank transfer for all products delivered outside of Italy, and via cash order for all products delivered in Italy (as agreed upon at the registration phase or upon exchange of correspondence thereafter). Only those payments made directly to Cellularline using the aforementioned methods shall be accepted. No acquiescence on the part of Cellularline to any payment made using any other method shall be deemed a waiver of rights hereunder. Customer shall be liable for any cash or securities submitted to Cellularline if not received.

7.5 Customer shall be liable for the full balance on all invoices, and shall have no authority to delay, toll, or modify payment terms, regardless of any pending dispute or objection, including those relating to products liability or warranties.

7.6 Any failure to pay even a single outstanding invoicing, and any other default be it full or partial, shall serve to accelerate all payments, with all protections otherwise afforded under Art. 1186 of the Civil Code waived; in such instances, Cellularline shall have the right to demand payment of all arrearages and all upcoming invoices.

7.7 Partial or full default by Customer shall vest Cellularline with the right to toll product delivery, to terminate the contract, and to withdraw from any other contract pending with Customer and not yet executed, without prejudice to Cellularline's right to seek greater damages at law.

8. DISPUTE RESOLUTION AND FORUM SELECTION

8.1 The instant General Conditions shall be governed by Italian law, with all otherwise applicable provisions of international private law herewith expressly excluded. The parties herewith expressly waive the application of the Vienna Convention on Contracts for the International Sale of Goods.

8.2 Should any dispute arise regarding the validity, interpretation, performance, or termination of any contract for any Cellularline product governed by the instant General Conditions or any special conditions, the matter shall be heard by the Court of Reggio Emilia, without prejudice to Cellularline's right to institute an action in any court with personal jurisdiction over Customer.

9. ORGANISATIONAL MODEL AND CODE OF ETHICS

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9.1 Customer acknowledges that Cellularline has implemented a Code of Ethics (available for review on www.cellularlinegroup.com) and an Organisational Model in accordance with the principles set forth in Legislative Decree no. 231/2001 (regarding the administrative liability of legal entities).

10. PERSONAL DATA

10.1 Customer acknowledges it has reviewed the Privacy Policy provided pursuant to Art. 13 and 14 of EU Regulation no. 2016/679 (GDPR), available on www.cellularline.com; upon accepting the instant General Conditions, Customer consents to processing of Customer's personal data for those purposes, and in the manner, set forth in the aforementioned Policy. Customer's personal, company, and tax-related data, regardless of whether acquired directly or indirectly from Cellularline, shall be collected and processed in hard-copy, electronic, or online format, solely for purposes of order fulfilment. All data so acquired by Cellularline shall be retained for only as long as needed to pursue the purposes for which they were collected and thereafter processed. The data shall be disposed of securely.

For anything on which the instant Conditions are silent, the provisions of the aforementioned Privacy Policy, which Customer warrants it has received, reviewed, and understood, shall apply.

Pursuant to Art. 1341 and 1342 of the Civil Code, Customer herewith expressly accepts and approves the following clauses:

Art. 3.3 (option to toll performance); Art. 7.5 (limitations on the right to raise objections); Art. 7.6 (acceleration of payment); Art. 7.7 (tolling-of-performance option; withdrawal option); Art. 8.2 (forum selection).