

1. SCOPE

These General Conditions of Sale (hereinafter “**General Conditions**”) apply to all sales concluded between JOLLY SCARPE Spa (hereinafter “**Jolly Scarpe**”) and any legal entity (hereinafter “**Buyer**”) in relation to the products marketed by Jolly Scarpe. Any possibility of derogation, amendment or addition to the General Conditions requires a specific written agreement. These General Conditions are also made known to buyers through full publication on the Jolly Scarpe website www.jollyscarpe.com and freely accessible; they are to be considered fully known and accepted also according to and for the effects referred to in article 1341 of the Italian Civil Code, since the Buyer must use particular and careful diligence in the examination of each individual point. The sending of the order by the Buyer implies acceptance of each point and without any reservation of the general conditions of sale of Jolly Scarpe recalled in the “Anagraphic Data Form” and shown below:

2. ORDERS

- 2.1. Purchase orders (hereinafter “**Orders**”) of products marketed by Jolly Scarpe, the Jolly brand and the Cosmas brand, contained in the catalogues of Jolly Scarpe (hereinafter “**Products**”) must be sent directly by the Buyer.
- 2.2. Orders are accepted, and therefore the contract is concluded, when Jolly Scarpe sends order confirmation. Jolly Scarpe therefore assumes the supply obligations exclusively for the Products indicated in the order confirmation. Jolly Scarpe reserves the right to accept or refuse Orders at its sole discretion.
- 2.3. Any subsequent changes requested by the Buyer must reach Jolly Scarpe in written form and will be submitted for subsequent acceptance by Jolly Scarpe. Jolly Scarpe reserves the right to change the delivery date and prices, due to the changes requested.
- 2.4. In the event that the Buyer, for reasons not attributable to Jolly Scarpe, decides to cancel in whole or in part the confirmed order, Jolly Scarpe will have the right to apply a penalty equal to 20 % of the value of the cancelled order, without prejudice to the possibility of compensation for further damage.
- 2.5. All rights of ownership, copyright and economic exploitation of the drawings, prototypes, made also in relation to any offers and orders, as well as other documents, drawings or sketches prepared by Jolly Scarpe technicians, all of which must be considered confidential and cannot be made accessible to third parties either directly or indirectly, remain the property of Jolly Scarpe.

3. DELIVERY TERMS

- 3.1. The delivery of the Products shall be agreed at the destination of the Buyer (DAP), unless otherwise provided for in the order confirmation. The delivery terms, starting from Jolly Scarpe’s order confirmation, are not essential in character, but depend on the production needs of Jolly Scarpe, which can therefore modify them.
- 3.2. Partial deliveries are allowed, subject to acceptance by the Buyer.

- 3.3. In the absence of instructions from the Buyer, Jolly Scarpe will send the Products as provided in order confirmation and in any case in the manner it considers most convenient.
- 3.4. Any case of force majeure, including with specific reference to national and company strikes, accidents, misbehavior, pandemic, exceptional weather events of exceptional scale, interruption of transport, customs bans, wars, interruption of work in the supplier's plants and/or subcontractors or proven delays of the same, and in general any event that makes the performance too burdensome or impossible, and in any case any unforeseeable event beyond the control of Jolly Scarpe, will give Jolly Scarpe the right to suspend its contractual obligations including the delivery period, established with the order confirmation, from the date of communication of the impediment and for the duration of the aforementioned event. After 90 days from the date of notification of the impediment, each Party shall have the right to withdraw from the contract by simple written notice without having anything to claim.

4. SHIPPING

- 4.1. The products are delivered and the associated risks passed on when the Products are loaded into the direct means of transport to the Buyer, while the transfer of ownership will take place at the time of full payment of the price.
- 4.2. The identification of the freight forwarder will be up to Jolly Scarpe, unless otherwise indicated by the Buyer to whom the shipping costs may be charged.
- 4.3. Complaints for shortages must be made in writing within 8 (eight) days from the delivery of the goods by the Carrier.
- 4.4. Jolly Scarpe spa offers a warranty on the product of 2 (two) years from invoicing, without prejudice to the Buyer's compliance with the instructions contained in the information notice for the correct use, storage and duration contained in the Information Notice. Notification by the Buyer of defects, defects or non-conformity must be made in writing and duly documented. After the period of 8 days from the receipt of the Products without the Buyer having raised any objection, these Products will be considered definitively accepted by the Buyer.
- 4.5. In the event of a dispute by the Buyer, all payments to Jolly Scarpe for the Products delivered will be due in full.
- 4.6. Unless otherwise agreed in writing, the shipping costs shall be borne by the Buyer.

5. PRICES

- 5.1. The prices applied, excluding VAT, are those from the price list of Jolly Scarpe in force at the time order was sent, unless otherwise agreed in writing, as specified below.
- 5.2. The prices of the goods sold are those in force at Jolly Scarpe at the time the order is sent and shall be understood as excluding VAT, any other taxes or duties. The prices of Jolly Scarpe are intended only as consideration for the quantities ordered and confirmed, the material and the types of products

expressly described in the order. Therefore, any other services are not included in these prices, which must necessarily be specified by the Buyer with the order of the goods, insurance, transport and any other ancillary services, which must be paid by the Buyer separately.

6. TERMS OF PAYMENT

- 6.1. The terms of payment are indicated on the invoice and must take place within the mandatory time limits set out in the invoice.
- 6.2. Payments, unless expressly agreed otherwise, must be made to the bank details of Jolly Scarpe indicated in the sales invoice. No third party has the power to cash money on behalf of Jolly Shoes.
- 6.3. In any case, failure to pay even a single instalment agreed implies for the Buyer the immediate forfeiture of the benefit of the term and Jolly Scarpe will have the right to claim payment of the remaining due in a single solution.
- 6.4. a The Buyer's payment shall first be charged to the debts already overdue of the latter. If costs and interest have already not accrued, the payment will first be charged to the reimbursement of costs, then to interest and finally to the principal amount. In case of non-payment, even partial, of the price of previous supplies, Jolly Scarpe will have the right to withdraw from the Contract not yet executed (in whole or in part) or to suspend its execution, with the Buyer's obligation to pay for the product for the same and without prejudice to compensation for any damage suffered.
- 6.4. b In the event of late payment, the Buyer will be required to pay, without the need for a formal notice, the default interest at the rate provided for in Article 5 of D.Lgs. n. 231 of the 9 October 2002, from the date of payment provided for in the invoice.
- 6.4. c The Buyer cannot compensate for reasons of credit that he assumes to claim against Jolly Scarpe with debts always incurred against the latter, unless it is expressly authorised in writing by Jolly Scarpe itself.
- 6.4. d The Buyer must pay exactly the agreed price and is not authorised under any circumstances to make any deduction or decretion from the price itself, except by prior written agreement with Jolly Scarpe.
- 6.4. e Under no circumstances shall the Buyer delay, suspend or discontinue payment for the goods sold without prior written permission from Jolly Scarpe. The Buyer may not, in order to avoid or delay the agreed payment, propose actions and raise exceptions regarding the Contract and/or its execution, and will be required to pay in full the agreed payment. Any right, including repetition, of the Buyer may be enforced against Jolly Scarpe only after full payment has been made.

7. GUARANTEE

- 7.1. Jolly Scarpe guarantees that the products are free from manufacturing defects. Failing this, the Buyer is obliged to notify Jolly Scarpe in writing of any defects or defects within 8 days of discovery and in any case no later than 24 (twenty-four) months after delivery of the Products to the Buyer.
- 7.2. The warranty for the goods sold is 24 (twenty-four) months from the billing date.

7.3. Jolly Scarpe reserves the right to examine the Products in order to verify that the defect exists and is attributable to its own responsibility; in the event of a false complaint of defect, Jolly Scarpe will have the right to charge any costs incurred. Jolly Shoes will not apply the warranty for defective Products results for improper use, or storage.

7.4. Jolly Scarpe undertakes, at its sole discretion, to replace the Products it recognises as defective. Products recognised as defective and replaced free of charge, remain the property of Jolly Scarpe. In the event that it is not possible, at the sole discretion of Jolly Scarpe, to replace the defective Products, Jolly Scarpe may return, in whole or in part, the price that has already been paid by the Buyer without entailing any liability on the part of Jolly Scarpe for direct, indirect or consequential damages of any kind, lost profits or losses arising from and/or related to defects or defects in the Products.

8. RENDERED

No goods may be returned unless Jolly Scarpe has given prior written authorization. The physical return of the Products must take place within a maximum of 30 (thirty) days from the date of approval, failing which the authorization will cease to be valid. The approval shall contain all the conditions, including economic conditions, that regulate the return operation, which are considered completely accepted with the action of return of the Products by the Buyer himself. The removal of the goods is organized by Jolly Scarpe and any returns of goods received from Jolly Shoes damaged and/or deteriorated (e.g.: with open packaging, etc.) will not be credited.

9. SUSPENSION

In the event of changes in the Company name, in the constitution/or in the commercial capacity of the Buyer, in the event of its bankruptcy or its admission to insolvency proceedings, and in any case of its established difficulty in paying also to third parties, Jolly Scarpe shall be entitled to suspend any further supplies until payment has been made.

10. BRANDS AND KNOW HOW

The Buyer undertakes not to modify, alter or otherwise damage the Trademarks and other distinctive signs affixed to the Products and to respect the ownership of both the rights, including patent, right and the know-how of Jolly Scarpe.

11. DATA PROCESSING

The personal data provided by the Buyer to Jolly Scarpe will be processed by Jolly Scarpe, also through external parties, to allow the fulfillment of legal obligations, as well as the informative, administrative and commercial obligations related to the contractual relationship, in accordance with the provisions of EU Regulation 2016/679 and subsequent amendments and additions.

12. CODE OF ETHICS AND ANTI-CORRUPTION POLICY – ZERO TOLERANCE

The Buyer undertakes to comply, in addition to the laws and regulations in force, the rules of conduct defined and communicated by Jolly Scarpe to ensure compliance with the abovementioned laws and regulations. In particular, the Buyer undertakes to comply with all the provisions contained in the Ethic Code and the Anti-Corruption Policy – Zero Tolerance of Jolly Scarpe, documents available and downloadable from the website <http://www.jollyscarpe.com>, and the procedures and/or protocols adopted by Jolly Scarpe in implementation of D.Lgs. n.231/2001 and subsequent amendments and additions and anti-corruption rules, as communicated. In the event of a breach by the Buyer of even one of the provisions referred to in the previous paragraph, Jolly Scarpe shall have the right to terminate the contract with immediate effect, notifying in writing that he wishes to make use of this clause, without prejudice to a claim for compensation if Jolly Scarpe is liable for the damage caused to Jolly Scarpe as a result of this breach, as in the case of requests by the Court for the penalties provided for in D.lgs n. 231/2001 and subsequent amendments and additions. Finally, for any reports of conduct deemed to be in breach of the Ethic Code or the Organization, Management and Control Model and the Anti-Corruption Policy – Zero Tolerance, the Buyer may send a communication to the following e-mail address: segnalazioni@jollyscarpe.com

13. APPLICABLE LAW AND PLACE OF JURISDICTION

13.1 Italian law shall apply exclusively to these General Conditions.

13.2 For any dispute between Jolly Scarpe and the Buyer relating to these General Conditions the Court of Treviso have exclusive jurisdiction over any exception to them.

14. VALIDITY

Should one or more clauses of Terms of these General Conditions become null or void or ineffective, in whole or in part, the validity and effectiveness of the remaining clauses shall in any event remain valid and effective. In this case Jolly Scarpe and Buyer will be required to agree on new clauses, in place of invalid or ineffective ones, with the same legal and economic meaning as similar as possible to that of the replaced clauses. For all matters not expressly provided for in these General Conditions, the applicable Civil Code shall apply.