

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE

- 1.1 These general terms and conditions of sale (hereinafter, "**Terms & Conditions**") apply to offers, proposals, orders, order confirmations of contract (collectively referred to as the "**Contract**") for the supply and, where provided, installation and/or commissioning of any and all machineries, equipment, components, spare parts or services (hereinafter, collectively referred to as "**Products**") supplied by any company belonging to the group controlled by Inkmaker S.r.l. (hereinafter referred to as "**Seller**") to the purchaser (hereinafter the "**Purchaser**").
- 1.2 Any changes and/or deviations from these Terms & Conditions shall only have validity if expressly accepted in writing by the Seller in the Order Confirmation (as defined below). In any case, any accepted change and/or deviations from these Terms & Conditions shall only have validity with respect to the order/Contract to which the above-mentioned Order Confirmation explicitly referred to and shall not be considered as an accepted change applicable to different orders/Contracts.
- 1.3 Any term and condition of the Purchaser and/or provided in the order or any other document issued by the latter that is inconsistent with these Terms & Conditions shall only be applicable to the Contract to the extent the Seller has explicitly approved it in writing. In that case, the validity of all other Terms & Conditions shall remain unaffected and shall supersede and replace under all effects the terms and conditions, if any, of the Purchaser.
- 1.4 Without prejudice to the above, the placing of an order by the Purchaser with the Seller and the subsequent receipt of the Order Confirmation from the Seller shall entail automatic acceptance of these Terms & Conditions by the Purchaser and any further specific term and condition stated in the Order Confirmation.

2. ORDER AND ORDER CONFIRMATIONS

- 2.1 A Contract shall be deemed to have been entered into between the Seller and the Purchaser:
- a) upon receipt by Seller of the signed acceptance of the Seller's commercial offer by the Purchaser and/or delivery to the Purchaser of Seller's order confirmation expressly referring to all documents accepted by the Seller and included in the Contract (the Seller's commercial offer and/or the order confirmation, including all documents mentioned therein, hereinafter the "**Order Confirmation**"), unless otherwise specified by the Seller; Order Confirmation might be sent also by e-mail or fax; in case the Order Confirmation differs from the order, if any, of the Purchaser, the Order Confirmation will become valid and binding if the Purchaser does not challenge or refuse its content in writing within 5 (five) business days from the date of its receipt; or
 - b) upon delivery of the Products or commencement of the manufacturing activities or services by the Seller according to Seller's commercial offer sent to the Purchaser.
- 2.2 Any verbal agreement between the Seller and the Purchaser will have no validity. Agents and intermediaries do not bind the Seller in any way, all orders received from such agents, and intermediaries are subject to written Order Confirmation by the Seller.

2.3 In case of any conflict, inconsistency or ambiguity existing among any of the documents relating to the Contract (e.g. Seller's offers, proposals, Purchaser's orders or Technical Specifications, as defined below), the provisions of the Order Confirmation shall prevail upon those of any other document.

3. TECHNICAL SPECIFICATIONS

3.1 The term "**Technical Specifications**" means any technical description, drawing, configuration, layout or packing instructions relating to the Products, including any description of the installation, commissioning or training services, and contained or referred to in the Contract or provided by the Seller under paragraph 3.2 below. All Technical Specifications to be provided by the Purchaser, if not provided in or annexed to the Contract, shall be communicated to the Seller in writing within the time agreed in the Contract and are subject to the written approval of the Seller. In this regard, Technical Specifications provided by the Purchaser will be binding upon the Seller only if confirmed in the Order Confirmation and/or, where provided by the Purchaser following the Order Confirmation, if expressly approved in writing by the Seller. In light of the above, any Technical Specification contained in commercial correspondence between the parties, as well as any information about the Products contained in catalogues, price lists, brochures or other similar documents or in the Purchaser's requests for quotation or other documents is only indicative and shall not bind the Seller unless expressly referred to in the Order Confirmation or expressly approved in writing by the Seller.

3.2 All technical documents provided by the Seller to the Purchaser during the engineering of the Products, shall be examined by the Purchaser upon receipt. All dimensions and information referring to the installation and commissioning of the Products shall be checked on site at the Purchaser's plant by the Purchaser. If any corrections or changes are required, the Purchaser will inform the Seller in writing immediately and, in any case, within 7 (seven) business days from receipt of such documents. In the event no corrections or changes are required by the Purchaser according to the above, the above-mentioned documents provided by the Seller will be considered as accepted by the Purchaser and the Seller will start the manufacturing of the Products accordingly. Where expressly specified in the Order Confirmation, the foundation plan, structural components and layout drawings for installation and commissioning shall be provided by the Seller during the manufacturing of the Products according to the above. Any changes or additions to the Technical Specifications referred to in the Order Confirmation may imply, at the Seller's discretion, an extension of the agreed delivery term and/or installation/commissioning dates and/or additional costs and the revision of the agreed price for the Products and shall be subject to mutual agreement of the parties.

3.3 The Purchaser can ask in writing for reasonable changes to the Technical Specifications already confirmed/approved by the Seller according to paragraphs 3.1 and 3.2 above. Such changes may imply, at the Seller's discretion, an extension of the agreed delivery term and/or installation/commissioning dates and/or additional costs and the revision of the agreed price for the Products and shall be subject to mutual agreement of the parties.

3.4 The Seller shall not be obliged to proceed with any changes to the Technical Specification so requested by the Purchaser and implying additional costs for the Seller or delays in manufacturing, delivery, installation and/or commissioning of the Products unless an agreement is reached with the Purchaser on the relevant price and/or delivery dates review.

3.5 The Seller reserves the right to make, at any time, reasonable changes to the Technical

Specifications that are necessary to comply with applicable laws and regulation and/or for safety reasons, without affecting the quality and functionality of the Products.

- 3.6 Without prejudice to the above provisions, the Seller reserves the right to claim any and all damages suffered or any further cost or expense sustained, as a consequence of the delay by the Purchaser in the delivery of the Technical Specifications and which are necessary for the manufacturing, installation and commissioning of the Products. In any event, the delivery terms will be renegotiated accordingly.

4. FACTORY ACCEPTANCE TESTING

- 4.1 If specifically indicated in the Order Confirmation, prior to delivery, Products shall be subject to factory acceptance testing at Seller's plant indicated in the Order Confirmation ("FAT"). FAT shall take place according to the procedures agreed by the parties in the Order Confirmation or separately, or, in lack of agreed procedures, according to Seller's internal customary procedures. Once the Products are ready for FAT, the Seller shall communicate in writing to Purchaser the relevant FAT date, being the Purchaser entitled to attend the FAT at its own expenses. The FAT shall be deemed to have been successfully completed: (i) if the Purchaser attends the FAT and does not raise any specific written objections with an indication of any lack of conformity in the acceptance report, or (ii) if the Purchaser does not attend the FAT for any reason non attributable to the Seller and there are no lack of conformity in the acceptance report drawn up by the Seller. If the FAT fails, the Seller shall eliminate the lack of conformity resulting from the acceptance report. If the deviations are materials and affects the normal functioning of the Products, a new FAT in accordance with the above shall take place after the completion of the relevant modifications and repairs by the Seller. The delivery period shall be automatically extended by the period required to implement the required changes and to conduct a new FAT, if applicable.

5. DELIVERY TERM

- 5.1 Unless differently specified in the Order Confirmation, all Products are delivered Ex Works - plant of the Seller indicated in the Order Confirmation.
- 5.2 The delivery period shall commence with the day of the sending by the Seller of the Order Confirmation, provided that all necessary technical documents, approvals and clearances needed to start the manufacturing of the Products have been already received by the Seller from Purchaser. If at the date of sending the Order Confirmation, any of the above-mentioned technical document, approval and clearance is missing, the delivery period shall commence with the day all such technical documents, approvals and clearances are received by the Seller from Purchaser. Without prejudice to the above, if the Order Confirmation provides an advance payment, the delivery period shall only start once such advance payment is received by the Seller on its bank account. Terms of delivery set forth in the Order Confirmation shall be considered in any case as indicative and not binding unless a specific written undertaking by the Seller to this respect (in any case without prejudice to the provisions of article 5.3 below).
- 5.3 The Seller is entitled to delay the delivery in case compliance with the delivery term is not possible due to any reasons of force majeure including, without limitation, acts of god, war (including the ongoing Ukraine-Russia crisis), rebellion, strikes, fires, lock-outs, earthquakes, flooding, pandemic or epidemic (including COVID-19 pandemic), lack of raw materials which are essential for the production of the Products, and any other unforeseeable and unavoidable causes, beyond the reasonable control of the Seller and without fault or

negligence of the Seller, that may occur at Seller's premises or (if transportation must be carried out by the Seller) in the course of transportation. Should the event occur before the delivery of the Products, the Seller shall have the right to postpone the delivery after the end of the event of force majeure and shall not, under any circumstances, be held liable for the consequent delay and Purchaser shall have nothing to claim, for any reason whatsoever, for the delay or the non-delivery. In particular, Purchaser shall have no right to claim any penalties, damages, reimbursement of incurred costs, partial or total termination of the Contract.

5.4 Unless otherwise agreed and/or provided in the Order Confirmation, Seller is entitled to make partial and/or separate deliveries of the Products.

5.5 Unless otherwise agreed in the Order Confirmation, the risk to the Products shall pass to the Purchaser once the Products are made available to the carrier or shipper for pickup, or, at the latest, after the expiry of the term of 14 (fourteen) days from the delivery date indicated by the Seller according to article 6 below. In light of the above, when the risk to the Products passes to the Purchaser, any loss, damage or theft occurred, as well as any costs, including warehouse and transport costs and those related to the Products insurance coverage, shall be entirely borne by Purchaser. The above applies also in case the Seller makes the loading of the Products on the means of transport.

6. DELAYS IN COLLECTING THE PRODUCTS

6.1 Unless otherwise provided in the Order Confirmation or agreed in writing between the parties, Seller will promptly communicate to Purchaser that the Products are ready for delivery and the relevant delivery date, and Purchaser, within 5 (five) business days from receipt of such communication, shall inform the Seller in writing about the mode and exact date of collection of the Products, provided that the collection shall occur in any case within 14 (fourteen) days from the delivery date indicated by the Seller according to the above.

6.2 If the Purchaser does not communicate to the Seller the mode and exact date of collection according to paragraph 6.1 above and/or the Products are not collected by the Purchaser within the term of 14 (fourteen) days from the delivery date indicated by the Seller according to paragraph 6.1 above, Seller reserves the right to charge to Purchaser a storage fee of 0,5% per month of the price of the Products plus any additional insurance, storage and any other related cost. Without prejudice to the above and to the provision of paragraph 5.5 above, in such event, Seller shall also be entitled to terminate the Contract with immediate effect, without prejudice to its right to claim compensation for the higher costs, charges and damages resulting from the delayed collection and to retain any advance payment already made by the Purchaser.

7. TRANSPORTATION

7.1 Unless otherwise agreed and/or provided in the Order Confirmation, Products are delivered Ex-Works pursuant to paragraph 5.1 above and therefore all transportation costs, insurances, taxes and fee shall be borne by Purchaser. Seller's duty to deliver the Products shall be considered as fulfilled with the delivery of the Products to the carrier or shipper and, from this moment, any risk related to the Products will be entirely borne by the Purchaser according to paragraph 5.5 above.

7.2 The Purchaser shall nominate in writing the corresponding forwarding/shipping agent/carrier, informing the Seller according to paragraph 6.1 above.

- 7.3 The Seller shall provide accurate information on the dimensions and weights of the Products ready to be loaded within the date of collection of the Products and it will pack the Products in conformity with its customary export packing standards, if not otherwise agreed in writing between the parties and confirmed in the Order Confirmation.
- 7.4 If the Purchaser requests the Seller to instruct a carrier or freight forwarder to collect and transport the Products, the Purchaser shall do so in writing and, at the latest, within the term of 5 (five) business days indicated in paragraph 6.1 above and, if the Seller agrees, the carrier or freight forwarder shall be deemed to be instructed directly by the Purchaser at its sole risk and expense.
- 7.5 The Purchaser must timely raise any claim of damages suffered by the Products during transportation directly against the carrier or forwarder and their respective insurance companies. The Seller denies any responsibility for damages or modifications of the status of the Products stored at its warehouses after the expiry of the term of 14 (fourteen) days according to paragraph 5.5 above, with the exception of the warranties mentioned in these Terms & Conditions.
- 7.6 The downloading of the Products at the Purchaser's plant and the custody of the Products until installation and commissioning in an adequate clean and safe site remain under the exclusive responsibility of the Purchaser.

8. RETENTION OF TITLE

- 8.1 Products supplied to the Purchaser shall remain the sole property of the Seller, until the relevant complete payment, as provided in the Order Confirmation, has been duly executed and completed by the Purchaser.
- 8.2 Should the Purchaser be in breach of the Contract, in particular in default with the agreed payment terms, Seller shall be entitled to claim return, after giving written notice to the Purchaser, of the Products delivered and the Purchaser is obliged to send them back at its own care and expenses.
- 8.3 The Purchaser shall be obliged to carry out all formalities necessary to make this retention of title effective in its country. In case the retention of title is not valid according to the law of the country in which the Products are located, the Purchaser shall provide, upon request of the Seller, a financial security of corresponding amount or any other guarantee whose effects are similar to the retention of title. In such a case, the Purchaser shall perform any act or fulfil any formality necessary to provide such guarantee.

9. INSTALLATION AND COMMISSIONING

- 9.1 Where specified in the Order Confirmation, the Seller shall coordinate and support the Purchaser with the installation and commissioning of the Products at the Purchaser's plant indicated in the Order Confirmation according to the provisions of this article 9.
- 9.2 Before the start of the installation works, the Purchaser shall allow the Seller to verify the installation site (the "Installation Site") and provide all necessary instructions and advice for the proper installation of the Products. The preparation of the Installation Site for the installation of the Products according to Seller's instructions shall be under the exclusive responsibility of the Purchaser. The Seller shall have no liabilities whatsoever for any deficiencies (e.g. unfavourable nature of the ground) of the Installation Site for the proper

installation of the Products. The areas at the Purchaser's plant to be used for the storage of the containers, devices and materials, as well as waste disposals, will be designated on a floor plan to be prepared by the Purchaser.

- 9.3 The Purchaser shall inform in writing the Seller on the date of the starting of the installation works with at least 15 (fifteen days) prior notice. The Seller will provide the Purchaser with the availabilities of its personnel to access the Purchaser's plant for the starting of the installation of the Products, with the list of such personnel. If necessary or required by local laws and regulations, Purchaser will assist Seller in applying for all visa and work permits required to its personnel to access the Purchaser's plant. The Seller shall ensure that its personnel comply with all reasonable instruction and internal procedure of the Purchaser to access its plant and participate in the installation and commissioning of the Products. In light of the above, the Purchaser shall provide to the Seller and its personnel all documents and regulations applicable at the Purchaser's plant, including regulations and guidelines for the admission of personnel and relevant equipment. The Purchaser shall be liable for the safekeeping of all equipment introduced by the Seller's personnel at the Purchaser plant.
- 9.4 All materials, utilities, including compressed air, water and power, required for installation and commissioning purposes shall be provided by the Purchaser at its own expenses.
- 9.5 The parties shall comply with all accident prevention instructions and immediately remove any hazards from the Installation Site for the safety of Purchaser's and Seller's employees and all other staff working on site.
- 9.6 Except for what is expressly indicated in the Order Confirmation and included in the installation and commissioning activities to be carried out by the Seller, all installation and commissioning activities will be carried out by the Purchaser and its subcontractors at its own costs and responsibility.
- 9.7 Upon completion of the installation of the Products, the parties shall start the commissioning of the Products, and shall prepare the Products for the SAT, as provided under article 10 below.
- 9.8 The Seller shall not be held liable for any deficiency and/or delay in the installation and/or commissioning of the Products due to causes, whether voluntary or involuntary, attributable to the Purchaser and/or third parties and/or to any material or product provided, or that should have been provided, by them for the purposes of installing and/or commissioning of the Products and/or to Force Majeure event as defined under article 19 below. In this case, the Purchaser shall bear all related costs, including, without limitation, any costs arising from delays in the installation and/or commissioning of the Products that will be reimbursed by Purchaser to the Seller at the time rates indicated in the Order Confirmation.

10. SITE ACCEPTANCE TEST

- 10.1 If provided for in the Order Confirmation and in the event of installation of the Products at the Purchaser's plant by the Seller, the parties shall carry out the final acceptance and commissioning of the Products at the Purchaser's plant (the "SAT"). SAT shall take place according to the procedures agreed by the parties in the Order Confirmation or separately, or, in lack of agreed procedures, according to Seller's internal customary procedures. Unless differently specified in the Order Confirmation, all activities necessary for the SAT are conducted by and under the responsibility, care and costs of the Purchaser's personnel and/or Purchaser's third parties suppliers and the Seller role and responsibility is limited to

the coordination and supervision of such activities. SAT shall be conducted immediately after the completion of the installation activities set out under article 9 above. SAT shall include: (i) the verification of the elimination of any discrepancies found in the FAT and resulting from the relevant report, (ii) the correct installation and commissioning of the Products at the Purchaser's plant and (iii) the compliance with the performance ratios expressly indicated in the Order Confirmation, if any. SAT shall be deemed to have been successfully performed if Purchaser does not raise specific written objections indicating any lack of conformity in the SAT report, being understood that these objections may relate exclusively to the verifications referred to in points (i), (ii) and (iii) above. If during the SAT any defect or malfunctioning which do not affect the normal functionality of the Products arise and it is reported by the Purchaser according to the above, the SAT shall be considered as successfully completed and the Products accepted, except for the reservations made by the Purchaser and the obligation of the Seller to eliminate such defects and malfunctioning in accordance with the provisions of article 15 below. If the deviations are materials and affects the normal functioning of the Products, a new SAT shall take place after the completion of the related modifications and repairs by the Seller. It is understood that, if the installation of the Products is carried out by the Purchaser, the SAT shall not be carried out and the FAT shall remain valid to all relevant effects.

- 10.2 In the event the SAT is delayed for any reasons not attributable to the Seller, including any Force Majeure event as defined under article 19 below, the SAT shall be in any event considered successfully completed and the Products finally accepted by the Purchaser if such delay exceed 30 (thirty) days from Products' installation. Without prejudice to the above, the Purchaser shall be responsible for any malfunctioning or delay occurred during the SAT not attributable to the Seller according to paragraph 9.8 above.
- 10.3 The Seller shall supply to the Purchaser all documents required for SAT (*i.e.* conformity, guidelines and instructions for operation, maintenance and repair, etc.).

11. TRAINING AND FINAL TECHNICAL DOCUMENTATION

- 11.1 Where specified in the Order Confirmation, during the installation and commissioning of the Products, the Seller will provide to the Purchaser's personnel indicated by the Purchaser, training services for the correct operation of the Products, including Software, as defined below, other than the ancillary components. Separate trainings services shall be provided by the Seller within the commissioning of the Products to Purchaser's electricians, mechanics, and production staff as specified in the Order Confirmation. In any event, all training activities shall not be provided after the term of 30 (thirty) days from Products' installation.
- 11.2 The Purchaser shall name the individual persons attending the training activities. The Seller shall inform the Purchaser about the knowledge required for the commissioning and operation of the Products on the part of the Purchaser's employees as specified in the Order Confirmation provided that all such employees shall have a basic knowledge of PC operations.
- 11.3 If due to the unavailability of the persons to be trained or if additional training is requested by the Purchaser, the Seller will have the right to apply the time rates specified in the Order Confirmation.
- 11.4 Upon completion of SAT and training activities, the Seller shall provide to the Purchaser, operator manuals for the Products, including Software, as defined below, the drawings (Products layout) in English language and in the number required by the Purchaser, on paper and usual DIN format or on a DP medium in line with the Purchaser's specification and

according to what expressly specified in the Order Confirmation.

12. SUBCONTRACTORS

- 12.1 Seller shall have the right to subcontract or otherwise delegate, in full or in part, any of its obligations hereunder, including without limitations the installation and commissioning of the Products, without the prior written consent of Purchaser, provided that Seller shall remain fully liable for any subcontractors' liability or obligation hereunder and shall be responsible for the acts, omissions and defaults of any of its subcontractor as fully as if they were the acts, omissions or defaults of Seller.

13. PROJECT MANAGERS

- 13.1 The Purchaser shall appoint and notify the Seller with the name of a project manager and sub-project manager, if any, in charge to coordinate the Contract and all phases of Products' supply, including without limitations changes and approvals of Technical Specifications, delivery terms, FAT, installation and commissioning (the "Project Managers"). The Seller shall have the right to rely on any decision, approval or request made by the Project Managers on behalf of the Purchaser.

14. PRICE AND TERMS OF PAYMENT

- 14.1 The payments shall be done as per the terms and conditions provided in the Order Confirmation.
- 14.2 The prices of the Products are intended Ex-Works - plant of the Seller indicated in the Order Confirmation, unless otherwise agreed in the same Order Confirmation, and shall be considered net of charges, taxes, including registration tax, customs clearances, VAT and any other charges applied by local, national or other governmental authorities, which, if applicable, will be exclusively and entirely borne by Purchaser.
- 14.3 If, after the Order Confirmation, new taxes are introduced or existing taxes are increased or customs duties becomes effective, all these amounts shall be borne by Purchaser, even in case the Products are sold with transport/shipment cost included.
- 14.4 Unless otherwise specified in the Order Confirmation, the prices indicated thereby shall refer exclusively to the Products. Should the Seller accept in writing to take care of the delivery of the Products, the costs concerning the transportation, the packaging and the insurance, shall be quoted separately, unless otherwise agreed in the Order Confirmation. Any services not expressly included in the prices indicated in the Order Confirmation shall be paid separately by the Purchaser at the rates specified in the Order Confirmation or separately quoted by the Seller.
- 14.5 In the event, after the signing of the Contract and before the delivery of the Products, the costs for raw materials, workmanship and other materials necessary for the production of the Products increase, in an aggregate amount exceeding 10% (ten percent) of the original price indicated in the Order Confirmation, for causes that could not reasonably have been taken into account by the Seller at the time of the conclusion of the Contract, that are beyond the Seller's control and the risk of which was not assumed by the Seller, including an increase of costs or shortage of raw materials due to the Coronavirus pandemic and Ukraine/Russia crisis, Seller reserves the right to increase at any time the prices set forth in the Order Confirmation, giving written notice to this respect to the Purchaser.

- 14.6 Payments by the Purchaser shall be made by bank transfer to the bank account communicated in advance by the Seller and against the issue of a regular invoice. Payment shall be considered completed when funds are deposited on Seller's bank account.
- 14.7 Non-payment or delayed payment by the Purchaser of even a single instalment of the price shall result in the charging, with effect from the due date, of a monthly penalty of 0,5% of the outstanding amount as well as the forfeiture of the benefit of the term, without prejudice to the right of the Seller to suspend any activity or the Software License (as defined below) according to paragraph 16.6 below or intellectual property rights connected with the use of the Products or to suspend the delivery of the Products themselves or any warranty services or to consider the Contract terminated by withholding as a penalty - without prejudice to the right to claim any further damages - all amounts already received from the Purchaser.
- 14.8 Without prejudice to the provisions of paragraph 16.6 below, it is agreed that in the case of payment by instalments, the Products delivered to the Purchaser shall remain the property of the Seller until the price has been paid in full (*i.e.* payment of the last instalment) according to article 8 above. In any event, risks to the Products will be borne by the Purchaser according to paragraph 5.5 above, including all dangers and consequences resulting from theft, fire, accidental events, damage to persons, things or anything else. None of the aforementioned circumstances shall release the obligation of the Purchaser to pay the agreed price to the Seller.
- 14.9 Any disputes regarding the performance of the Contract and/or the quality of the Products, including the failure of the FAT and/or SAT, shall not entitle the Purchaser to suspend or delay in any way the payments due on the agreed dates.

15. WARRANTIES AND LIABILITY

- 15.1 For a period of 12 (twelve) months from the date of the notice given by the Seller to the Purchaser of Products ready for delivery according to paragraph 6.1 above or, in case of installation and commissioning made by the Seller, from the date of the successful completion of the SAT, but in no events for a period longer than 18 (eighteen) months from the date of the above-mentioned delivery notice given by the Seller to the Purchaser and unless stated differently in the Order Confirmation (the "**Warranty Period**"), the Seller warrants that the Products, excluding the Software in respect to which the provisions of paragraphs 16.4 and 16.5 shall apply, are free from defects in materials and workmanship that make them unsuitable for the use for which products of the same type are normally used and that they conform to the Technical Specifications expressly agreed and accepted according to article 3 above and to the regulations applicable in the country of residence of the Seller. Unless specifically indicated in the Order Confirmation, also in derogation of art. 35 of the Vienna Convention on the international contracts for sale of goods, under no circumstances shall the Seller be obliged to deliver Products that are suitable for a particular use or that comply with foreign regulations or standards for obtaining certifications such as, for example, the "TUV", "FM", and "APAVE" certifications, unless this has been expressly agreed in writing and stated in the Order Confirmation. Extensions for additional guarantees must be agreed between Seller and Purchaser with subscription of a separate document which will form an integral part of these Terms & Conditions.
- 15.2 The Seller shall not be liable and the warranty shall not operate for any lack of conformity of the Products resulting, even indirectly, from causes not attributable to the Seller or from drawings, designs or information provided by the Purchaser or from products used by the Purchaser that are not compatible with the Products or their components and whose specific

use is not indicated in the Order Confirmation. The Seller is also not liable for conformity defects and faults resulting from normal wear and tear, incorrect or inadequate maintenance, incorrect handling by the Purchaser's personnel, the use of unsuitable raw materials or materials not included in the Technical Specifications, faulty or negligent handling, overuse of the devices, damage or deterioration caused or aggravated by failure to interrupt the use of the goods in the event of technical problems, or fluctuations in the electrical voltage or processing temperature, or any other cause not directly attributable to the Seller. The warranty becomes void when equipment or devices or spare parts not supplied by the Seller are installed on the Products and when modifications are made without the prior written consent of the Seller. For Products delivered disassembled by the Seller, the warranty becomes void if assembly or commissioning is not performed by the Seller's personnel or agents. The warranty shall also expire in the event of non-compliance with the instructions in the operation and maintenance manual delivered to the Purchaser according to paragraph 11.4, or otherwise by improper use or handling of the Products. The existence/effectiveness or otherwise of the warranty shall not be invoked by the Purchaser to suspend or delay in any way the payments due on the agreed dates. Purchaser is aware that the intended purpose of all Seller's Products is exclusively installation and use in an industrial environment by competent technical personnel who have been informed in advance of the potential dangers that may arise from improper use of the Products. For this purpose, the Purchaser undertakes to hand over and distribute to the personnel responsible for the installation and use of the Products and to enforce the provisions contained in the user and maintenance manual delivered by the Seller to the Purchaser. The Purchaser shall also have the same obligations if the Products are sold to third parties. The warranty for replaced or repaired parts shall expire on the same day as the expiry of the Warranty Period for the Products.

- 15.3 If, during the Warranty Period, the Purchaser discovers a defect or lack of conformity of the Products, including any spare parts, the Purchaser shall, under penalty of forfeiture, notify the Seller in writing, requesting warranty service and stating in detail the reasons and the defects and deviations found, within the term of 8 days from the date of discovery or in any case from the time when it could have discovered it by careful examination and testing of the Products or spare parts. In no case may the notification of the lack of conformity or the defect be validly made after the expiry of the Warranty Period. In order to be valid, any warranty claim by Purchaser requires the formal acceptance of the same in writing by the Seller. The Seller reserves the right to inspect and assess of the alleged defective Products or spare parts mentioned in the notification of the Purchaser.
- 15.4 In the event that the Purchaser reports any defects or lack of conformity pursuant to and within the strict terms indicated above, the Seller shall have the right, at its sole discretion, once it has ascertained their existence, to repair or replace the Products or the defective part at its own care and expense. Except in the case of gross negligence or wilful misconduct on the part of the Seller, any right of the Purchaser to compensation for damages is excluded. Any legal action aimed at enforcing the claims by Purchaser expires and is barred under the statute of limitation after the end of the Warranty Period.
- 15.5 In cases in which - even if there are no original defects covered by this warranty - assembly/repair work is necessary, this may be carried out only by specialised technical personnel of the Seller or other persons commissioned by the Seller, including agents, who will intervene on site or operate remotely. Except for warranty work and where otherwise agreed, any technical support services shall be provided by the Seller, including through its agents, for a fee at the Seller's rates in force from time to time. All travel and

accommodation expenses of technical personnel and representatives sent by the Seller shall be borne by the Purchaser.

- 15.6 Without prejudice to the provisions of this article 15, which shall be in the nature of absorbing and replacing any warranty or liability provided by law, any further liability of the Seller for defects, faults or lack of quality of the Products is excluded. In any event, the liability of the Seller is limited to the replacement or repair of the Product in accordance with this article 15, with the express exclusion of any obligation to pay damages, whether in contract, tort, strict liability or otherwise, including damages for loss of earnings, loss of business, loss of turnover, loss of goodwill, loss of use, loss of data, loss of electronically transmitted orders, or for loss of other economic benefits, as well as for consequential, incidental, indirect, special or punitive damages, including without limitation loss of production, loss of reputation or opportunity, loss or excessive use of raw materials or energy, plant downtime, cost of capital, cost of labour and the like, even if such party has been advised of the possibility of such damages in advance. Except in case of wilful misconduct or gross negligence, Seller's maximum liability for any breach of the Contract shall in no event exceed the purchase price of the Products object of such Contract.
- 15.7 Without prejudice for the above, the Seller guarantees the availability for all spare and wear parts of the Products for at least 10 (ten) years from the delivery of the Products.

16. SOFTWARE'S LICENSE

- 16.1 If specified in the Order Confirmation and for the duration under paragraph 16.6 below, the Seller grants to the Purchaser a non exclusive, non transferable, non assignable and royalty free license or sublicense, as the case maybe, to install and use the InkPro - PaintPro software, owned by the Seller or by any other company of the Seller's group, (the "Software") for the exclusive purpose of managing and operating the Seller's dispensing systems (the "Software License"). Unless differently specified in the Order Confirmation, the Software License is limited to the right to use one copy of the Software, on one or more computers, as a management software for the Seller's dispensing systems. The Software includes the computer program named InkPro - PaintPro and everything linked to it, such as printed material, online or printed documentation and the software that is included in the package.
- 16.2 The Purchaser shall use the Software for the exclusive purpose of managing and operating the Products and according to user's manuals provided by the Seller. The use of the Software is only allowed in association with the Seller's dispensing systems included in the Products. The Purchaser shall not modify, reverse engineer, decompile, or disassemble the Software nor remove any proprietary notices or labels on the Software. Except for what is expressly authorized under the Contract, the Purchaser shall not copy, reproduce, publish, rent, lease, modify or create works deriving from the Software, including the export thereof. The Purchaser is specifically prohibited from distributing copies of the Software with other products of any kind, commercial or otherwise, without prior written permission of the Seller. A dongle key, USB or LPT type, protects the Software against unauthorized use. The Software does not operate without dongle and each license includes one temporary dongle. In case of theft or loss of the dongle by the Purchaser, the Purchaser may request to the Seller an unlock code to operate the Software for a period of 15 (fifteen) days during which the Purchaser may request to the Seller a spare dongle, subject to separate offer. The Purchaser is responsible for ensuring a regular backup of databases by using the Software tools and

verifying its proper operation.

- 16.3** The Seller has no obligation to provide revisions or updates of the Software to the Purchaser. The Purchaser expressly acknowledges and agrees that the Software may, from time to time, be revised or updated by the Seller and that these revisions or updates may be made available to the Purchaser by the Seller from time to time and at Seller's sole and absolute discretion. The use by the Purchaser of any revisions or updates of the Software shall be subject and governed by these Terms & Conditions.
- 16.4** Without prejudice for any warranty or remedy provided by the Seller to the Purchaser under article 15 above with respect to the Products, the Seller provides no remedies or warranties whatsoever, whether express or implied, in relation to the Software, being the Software provided "as is". According to the above, to the maximum extent permitted by applicable laws, any warranties provided for by laws or regulations are hereby expressly excluded and the Purchaser's exclusive remedy in case of non compliance shall be the replacement of the Software.
- 16.5** Neither the Seller, nor its subcontractors will in any circumstance be liable to the Purchaser or any third party for any damages whatsoever, whether in contract, tort, strict liability or otherwise, including damages for loss of earnings, loss of profits or business, business interruption, loss of turnover, loss of goodwill, loss of use, loss of business information or confidential information or other information or data, loss of electronically transmitted orders, loss of privacy, hardware or other software damages or for loss of other economic benefits, as well as for consequential, incidental, indirect, special or punitive damages, including without limitation loss of production, loss of reputation or opportunity, loss or excessive use of raw materials or energy, plant downtime, cost of capital, cost of labour and the like, even if such party has been advised of the possibility of such damages in advance, arising out of or in any way related to the use by the Purchaser of, and/or inability to use, the Software, the relevant databases and any accompanying materials. In particular, but not limited to, the Purchaser acknowledges that the Software is licensed to it for the exclusive use of managing and operating of the Seller's dispensing systems included in the Products and, therefore, the Seller will not be held liable for any damage, cost and loss that might occur to the Purchaser or to any third party for any different use of the Software and of the information or data extracted or processed by the Software (including, but not limited to, the use of the Software or of the data extracted or processed by the Software or contained in the relevant databases for accounting, invoicing or similar purposes, etc.) or for any use of the Software in breach of the provisions of these Terms & Conditions or Seller's manuals or instructions.
- 16.6** The Software is licensed to the Purchaser for a limited period of time and the Software License shall automatically expire after the term agreed between the parties for the payment of the last instalment of the Products' price in respect of which the Software is delivered. Once the above-mentioned term has expired if the Purchaser has paid to the Seller the total Product's price as agreed between the parties, the Software License will be automatically renewed for the entire duration of the management and operation by the Purchaser of the Product in respect of which the Software is delivered. To this purpose, the Seller will deliver to the Purchaser the final and unlimited keys for the use of the Software. If at the expiration of term for the payment of the last instalment of the Products' price in respect of which the Software is delivered the total Product's price has not been paid by the Purchaser to the Seller, the Seller may, at its sole and absolute discretion, upon written request by the Purchaser, deliver to the Purchaser temporary keys with a duration of 30 (thirty) days - and

for a maximum additional period of 90 (ninety) days - in order to consent the Purchaser to use the Software. The Purchaser expressly acknowledges and accepts that once the above-mentioned temporary keys have expired without the Purchaser having paid the total Product's price, the Software will lock immediately.

- 16.7** Without prejudice to the Purchaser's obligation to pay the price of the Products according to article 14 above, the Software License granted herein will automatically expire in case the Purchaser definitely ceases to use the Software and/or to manage and operate the Products in respect of which the Software is delivered. In addition, without prejudice to any other right, remedy or power contained in these Terms & Conditions and, in any case, to the Seller's right to claim damages, the Software License will immediately expire upon written notice by the Seller to the Purchaser in case of breach by the Purchaser of paragraphs 16.2 above and 17.1 below. Upon termination of the Contract and/or expiration of the Software License granted herein for any reason whatsoever, the Purchaser shall be obliged to immediately stop using and delete the Software and delete and destroy any copy of it and of the relevant documents and materials.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1** All titles and intellectual property rights in and to the Products and/or in and to the Software and the related design, operation and maintenance documentation, such as patents, copyrights, industrial designs, trademarks and logos, trade secrets, know-how and other intellectual property rights (registered and unregistered), as well as any applications thereof, are the exclusive property of the Seller or licensed to it. The Purchaser acknowledges that the Software is protected by national and international laws and treaties on copyright and intellectual property. The Software, every part or element of it, as well as all copies deriving from it, remains exclusive property of Seller who shall be the sole person entitled to the economic exploitation of the Software (including copyrights, trademarks, patent rights or any other kind of intellectual property).
- 17.2** The Purchaser expressly acknowledges and agrees that the Seller does not, by the sale of the Products and/or by the grant of the Software License, transfer to the Purchaser any intellectual property rights in the Products, and/or in the Software, including without limitation trademarks, patents, copyrights, source code, plc or industrial designs.

18. CONFIDENTIALITY

- 18.1** All documents provided by the Seller relating to the Products and/or to the Software, such as drawings, designs, technical formats and specifications, are the property of the Seller and are confidential. Except for the performance of the services under the Contract and for the use of the Products and/or of the Software, such documents and/or information shall not otherwise be used or disclosed by Purchaser to any third party without the prior written permission of the Seller and Purchaser shall take all necessary and appropriate precautions to ensure their confidentiality. The confidentiality undertaking in this article shall remain valid and binding between the parties even after the execution of the Contract, for a period of three years.

19. FORCE MAJEURE

- 19.1** Without prejudice for what is specified in other articles of these Terms & Conditions, in case of Force Majeure, as defined below, affecting the fulfilment of a substantial provision of the Contract, the party so affected, upon giving prompt notice to the other party, shall be

temporarily excused from the performance of its obligations to the extent that, and for so long as, non-performance results from the event of Force Majeure. The affected party shall use its best efforts to minimise the consequences, to remove the cause of non-performance, to co-operate with the other party in finding alternative ways and means of fulfilling its obligations and shall provide full performance hereunder without delay whenever such causes are removed. For the sake of clarity, this article and any Force Majeure events shall not apply to the payment obligations of the Purchaser. For the purposes of this article, “**Force Majeure**” means all unforeseeable and unavoidable events beyond the reasonable control of the party affected, which prevent or delay in total or in part the carrying out of its obligations, excluding any payment obligation (e.g. acts of god, war, including the ongoing Ukraine-Russia crisis, rebellion, strikes, fires, lock-outs, earthquakes, flooding, lack of raw materials, epidemic or pandemic, including COVID-19 pandemic, mandatory government enforced facility closures, insurrection, civil disturbance, acts of government, governmental regulations).

20. SUSPENSION OF ORDERS AND FAILURE TO COLLECT PRODUCTS

20.1 In case of suspension or revocation of orders by the Purchasers already confirmed by the Seller and/or failure to collect the Products, the Purchaser shall pay to the Seller, as a penalty, a sum equal to 35% of the agreed price provided without prejudice to the right of the Seller to claim any further damages and to retain any advance payment already made by the Purchaser.

21. MISCELLANEOUS

21.1 Any amendments to these Terms & Conditions and any waiver of rights under these Terms & Conditions must be made in writing.

21.2 Any tolerance by the Seller of any failure by the Purchaser to fulfil its obligations under the Contract and/or these Terms & Conditions shall not be construed as a waiver of the related Seller’s rights. The failure, delay or partial exercise by the Seller of a right deriving from these Terms & Conditions shall not be deemed as a waiver by the Seller of such right or to its exercise in a following moment.

21.3 The language to be used in all documents and communications relating to the Contract shall be either Italian or English.

21.4 If one or more clauses of these Terms & Conditions are or become partly or totally invalid, the validity of the remaining provisions of the same shall not be affected. Seller and Purchaser are obliged to replace invalid provisions with provisions whose content or purpose shall be, to the extent possible, in line with the invalid provision.

21.5 The Purchaser is expressly forbidden to assign the rights arising from this Contract to third parties in whole or in part without the prior written consent of the Seller.

22. APPLICABLE LAW AND PLACE OF JURISDICTION

22.1 Unless otherwise provided in the Order Confirmation, the Contract and all annexes and supplementary agreements shall be governed by and construed in accordance with the law of the country where the Seller is incorporated, with the express exclusion of the Vienna

Convention on the international contracts for sale of goods.

- 22.2 Any claim or dispute arising out of or related to the Contract and/or these Terms & Conditions shall be exclusively settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (**the "Rules"**), by three arbitrators appointed in accordance with the Rules. Language of arbitration shall be English. The award rendered by the arbitrators shall be final and binding upon the parties. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise. Without prejudice to the above, the claims and disputes indicated above shall be in alternative, at Seller's discretion, referred to the courts having jurisdiction at the Purchaser's domicile/registered office.