

**GENERAL CONDITIONS FOR THE SUPPLY OF THE PRODUCTS OF
INTEA ENGINEERING TECNOLOGIE ELETTRONICHE APPLICATE
S.R.L.**

1) Nature, validity and effectiveness of the general conditions

1.1 These general supply conditions regulate the modalities and the conditions for the sale of products manufactured and/or marketed by Intea Engineering Tecnologie Elettroniche Applicate s.r.l., VAT code 12187650150, having the registered and operating office in – 25057 – Sale Marasino (BS), via Chiusure n. 20 (hereinafter also referred to simply as INTEA).

All the contracts concerning the sale of products by INTEA to third parties (purchaser customers) are regulated by these general conditions, which form an integral and substantial part of any proposal, order and confirmation of the purchase order for those products.

1.2 The purchaser customer may not invoke or rely on conditions different from those included in these general conditions and/or in the confirmation of the order. Therefore, the possible conditions specified in writing in the purchase order by the purchaser customer or, in any case, indicated in their brochures, catalogues, website, publications, designs or invoices or whatever shall not be valid.

The possible special conditions and/or derogations or changes to these general supply conditions have to be specifically approved in writing by INTEA.

Therefore, any clause included by the purchaser customer in the purchase order, which is contrary to what it is stated or referred to in these general conditions shall be deemed invalid.

1.3 These general conditions shall be valid for an indeterminate period and, in any case, shall be deemed known by the purchaser customer, as a result of the signature and/or the conclusion of the supply contract, as indicated in Article 2 below.

1.4 The possible agreements, reports, statements or commitments of agents, employees and officials of INTEA, made before, at the same time or after the publication of these conditions on the website shall not bound INTEA, unless confirmed in writing by the latter.

2) Order and supply of the Products

2.1 In the case where the purchaser customer wishes to purchase a specific quantity of a specific product from INTEA, it is bound to send a written document to the latter, also by e-mail, named "Purchase Order", containing at least the following information:

- Number and date of the order
- Product description
- Quantity requested
- Unit price of the product
- Delivery date
- Delivery place
- Product packaging
- Payment terms
- Shipping and packaging expenses.

2.2 After receiving the "Purchase Order" from the purchaser customer, INTEA shall send a written document, named "Confirmation of the customer's order" to the latter, also by e-mail, to which these general conditions, regulating the supply of INTEA products, and the following specifications shall be attached and/or referred to:

- Purchase order number
- Product description
- Available quantity
- Unit price of the product
- Delivery date
- Delivery place
- Product packaging
- Payment terms
- Shipping and packaging expenses
- Reference to this general supply contract in respect of the regulation of relationships.

2.3 In the case where the purchaser customer does not notify in writing INTEA, also by e-mail, of their will to not accept these general supply conditions and, therefore, to not want to follow-up anymore the purchase order sent, within 5 working days from the receipt of the document named "Confirmation of customer's order", these conditions shall be deemed accepted and the contract shall be deemed entered into by and binding for both Parties, according to the terms included in the „Confirmation of the customer's order" sent by INTEA.

2.4 The Purchaser Customer may not amend and/or supplement the order already confirmed without the written approval of

INTEA.

3) Delivery of the products

The products shall be deemed delivered to the purchaser customer by the shipping of the products by INTEA to the purchaser customer. The shipping date of the products shall indicate the date of the delivery of the products to the purchaser customer. The shipping date and modalities of Products shall be indicated in the "Confirmation of the customer's order", sent by INTEA. The delivery date of the products may never be deemed binding and essential for the right execution of the order, and the purchaser customer shall waive any claim of damages and/or termination of the contract for failure to comply with the delivery date of the products.

In any case, the force majeure, the fortuitous case and all exceptional events that may bring prejudice to the regular execution of the order, such as, for example, difficulties with the supply of components, raw materials, products, delivery delays with INTEA's suppliers, transport problems and manufacturing setbacks, union conflicts, lack of materials and energy, decisions of state authorities, and import and export restrictions, allow INTEA to extend the delivery periods in an appropriate manner or, if the execution of the order is compromised or made impossible, to terminate the contract, in full or in part, without any right to damages to the purchaser customer.

In any case, INTEA has the right to not execute the order, even confirmed, in the case where the purchaser customer becomes insolvent, also in relation to other supplies or in relation to other suppliers, or his asset guarantees diminish.

4) Warranties, defects and flaws of the products

4.1 INTEA guarantees that all the products supplied were manufactured in accordance with the technical specifications agreed and approved in writing by INTEA and the purchaser customer.

INTEA shall be solely and exclusively liable for the product defects which are directly related to flaws and/or malfunctions due to their non-compliance with the technical specifications agreed and approved in writing by INTEA and the purchaser customer.

INTEA shall not issue any guarantee for the compliance of the products with the technical and safety standards in force in the country of the Purchaser Customer or in any other country where the Purchaser Customer decides to sell the products or those other products on which the Purchaser Customer has installed them, unless the above-mentioned guarantee has been expressly agreed by the parties and duly included, in writing, in the technical specifications agreed and approved in writing by INTEA and the Purchaser-Customer. In this case, the Purchaser Customer has to provide INTEA with the list of applicable domestic and/or international regulations and with the technical and safety standards in force in the delivery countries.

4.2 At the time of delivery of the goods, the Purchaser Customer has to check if the product complies with the terms of the order, through its staff, at its own expense and under its own exclusive responsibility.

Any claim or objection concerning the packaging defects, the weight or the quantity differences, compared to the delivery note accompanying the products, has to be immediately raised and, in any case, not later than 8 days from the delivery of the goods.

4.3 The warranty period of any product sold by INTEA shall be of twelve months, starting from the date of delivery of the products to the Purchaser Customer.

The warranty shall give right to the repair of the product or the replacement thereof, at INTEA's discretion, anytime the latter considers that the repair of the product is not possible or convenient.

The period within which INTEA has to be notified of the existence of a product defect or flaw is of 8 days, starting, in the case of apparent defects, from the delivery of the products, and, in the case of latent defects, from the day in which the purchaser customer has become aware or should have become aware of it and, in any case, never exceeding the warranty period or twelve months from the delivery of the products.

Within 15 days from the notification of the defect, the purchaser customer has to send the defective product at INTEA's seat, together with a report listing the details of the delivery document, the possible defects identified, all the elements useful for finding the defect.

In the case where the inspection carried out does not reveal the defects reported or they are not covered by the warranty or cannot be attributed to INTEA, the latter shall calculate and charge the expenses incurred to the purchaser customer.

4.4 Any legal or contractual warranty, other than the one stipulated in these general supply conditions shall be excluded.

Otherwise, only the purchaser customer shall be liable for any damage, defect and/or malfunction of the Product, as well as for any damage caused by them also to third parties, and shall be bound to exempt INTEA from any liability.

Moreover, INTEA may not be held liable for the product defects, and the warranty stipulated by these general conditions shall not apply, if the defects are attributable:

(a) to the Products that have been incorrectly used, modified, damaged, stored in an inappropriate environment or erroneously maintained by the purchaser customer and/or their customers or the malfunction of which is due to the assembling and/or to products or services not provided by INTEA;

(b) to Products used by the purchaser customer for uses not specifically indicated in the specifications and the functional and technical instructions included in the rules governing the individual products, indicated by INTEA in the confirmation of the customer order;

- (c) to the Products that have been repaired by the purchaser customer without the prior written authorisation of INTEA;
- (d) to any defect occurred due to causes attributable to the purchaser customer or to a third party or caused by errors or omissions or by design or technical features requested by the purchaser customer in the documentation issued to INTEA;
- (e) to the materials supplied by the purchaser customer or by third parties indicated by it;
- (f) to a design or drawing error, in the case where those activities are carried out by the purchaser customer or by the third parties indicated by it;
- (g) to the use of equipment indicated or provided by the purchaser customer or by third parties indicated by it;
- (h) to the treatment or the handling carried out without INTEA's authorisation;
- (i) to manufacturing errors, in the case where the process was indicated and validated by the purchaser customer;
- (l) to the different, unauthorised, unusual, atypical or special use of the product;
- (m) to a defective storage, transportation, conservation or handling of the product;
- (n) to a normal wear of the product or the deterioration of the product, caused by events attributable to the purchaser customer or to third parties;
- (o) to the failure to comply with the recommendations, the indications or the suggestions made by the Supplier in relation to the maintenance, the conservation or the use of the product.

5) Testing procedure.

The purchaser customer exclusively bears the responsibility to check, before using them, if the Products purchased from the Supplier comply with and are appropriate to their intended use and domain.

The purchaser customer has to read and examine, with its own experts, the technical specifications of the Products and the legal provisions specified herein.

The purchaser customer bears the exclusive responsibility to carry out the approval tests concerning the Products, as well as all tests and trials, including the life cycle tests.

All the costs related to the above-mentioned activities shall be borne by the purchaser customer, and INTEA may not bear any responsibility in the case where possible defects are identified in this phase.

The purchaser customer is bound and undertakes to exonerate INTEA from any liability for the failure by the Products to comply with the domestic and/or international regulations applicable in the countries of delivery of the goods and with the technical and safety standards in force in the area of use, and with the intended use of the Products.

6) Limitation of liability and of maximum compensation - Indemnity Clause.

6.1 Notwithstanding the different provisions of these supply conditions or the different provisions of laws, customs or anything else provided for and referred to in the order and/or the order confirmation or elsewhere, the amount of the maximum compensation payable by INTEA for the damages caused by the design and/or the supply of defective and/or non-compliant products, as well as for the damages, regardless of any title or cause, deriving from the obligations incumbent on INTEA for any individual product design and/or supply relationship, established with the purchaser customer (including, but not limited to: special, direct, indirect, foreseeable, incidental, occasional or punitive damages, also of third parties, including the loss of profits or revenue or capital cost, also of third parties, the violation of intellectual property, commercial and economic rights, as well as the legal costs, the debits and/or the penalties, also of third parties, the compensation for the different quantity and/or quality of the Products, the non-delivery and/or the delayed delivery, the defectiveness also occurred before, during and after the mounting, both at the premises of the customer, and in the field, product defects, including the epidemic ones, line stoppage, expenses related to mounting, dismounting, transportation, materials, third party claims for personal injury, illness, death, made on the basis of the damages incurred as a result of the defectiveness of the Product and any other compensation, regardless of the title, claimed and, in any case, attributable to the product design and/or supply relationship established between the Parties) may never exceed the maximum and comprehensive amount of Euro 100,000.00 (one hundred thousand/00 Euro).

6.2 The purchaser customer accepts the limitation of liability and maximum compensation provided for in the general supply conditions in favour of INTEA and declares that it finally and irrevocably waives any claim, right and proceedings against INTEA exceeding the maximum amount of Euro 100,000.00 (one hundred thousand/00 Euro) specified herein. The purchaser customer undertakes and commits to indemnify, to hold harmless and/or to exonerate INTEA from amounts higher than indemnity threshold of Euro 100,000.00 (one hundred thousand/00 Euro) stipulated in Article 6.1 above, in the case where the latter is ordered to provided compensation for the design and/or the supply of Products by and/or to anyone (customers, third parties, etc...). According to this indemnity clause, the maximum amount guaranteed by the purchaser customer in favour of INTEA is of 50,000,000.00 Euro (50 million/00 Euro).

7) Intellectual and industrial property.

The purchaser customer has the exclusive duty and responsibility for checking if the Product that it wishes to commission to INTEA

for design and/or production is protected by a patent and/or by other intellectual and/or industrial property right of third parties. The purchaser customer has to carry out this inspection at its own costs, before ordering the design and/or the manufacture of the Product.

INTEA may not be held liable in any case for the violation of intellectual and/or industrial property rights of third parties, concerning the products sold to the purchaser customer, which shall be liable on their own for such violations and shall undertake to hold harmless and to indemnify INTEA for any claim for damages made by third parties, concerning the violation of intellectual and/or industrial property rights of third parties.

8) Price and payment terms.

The prices and the payment terms of the products shall be indicated in the "Confirmation of the customer's order", sent by INTEA to the purchaser customer.

The prices indicated in the "confirmation of the customer's order" may be changed due to the increase in the prices of components and/or raw materials, the increase in the production, energy, and transport costs. In these cases, INTEA will update the price of the products on the basis of the percentage of change of those costs and will notify the updated price to the purchaser customer, which will have to pay it without any right to withdraw from the contract.

Unless otherwise indicated in writing in the document "Confirmation of the customer's order", the prices indicated by INTEA shall be intended as ex INTEA warehouse, net of taxes, transport, customs expenses and other tax charges.

At the time of delivery of the products, INTEA will issue and release to the purchase customer the related invoice, containing:

- a) The list of products covered by the supply;
- b) The identification number of the purchase order sent by the purchaser customer and that of the corresponding confirmation of the customer's order, sent by INTEA, as well as the reference to possible notices concerning the price changes, occurred in the meantime;
- c) The related transport documents.

The purchaser customer shall pay the products at the price, by the methods and by the deadlines specified in the document "Confirmation of the customer's order" or in the possible subsequent notices sent by INTEA, concerning the change of sale prices due to the increase in prices, costs of products and raw materials for the products.

9. Interdiction to divert the staff.

The purchaser customer undertakes and commits without exception to INTEA that it shall abstain from proposing, directly or indirectly, any employment opportunity to the employees and/or the collaborators and/or the advisers, also external (acting individually or under the form of a company) of INTEA, even though not directly involved in the performance of this contract, for a period of 5 (five) successive years from the closure of the commercial relationships between the Parties.

The violation of this interdiction shall give rise to the obligation for the purchaser customer to compensate INTEA for all the damages incurred.

10. Judicial body and exclusive forum.

10.1 The judicial body with jurisdiction to hear the disputes concerning the existence, the performance, the interpretation, the validity, the non-performance or the termination of these general supply conditions shall be exclusively the Italian one.

10.2 The Parties agree that only the Brescia Tribunal (Tribunale di Brescia) (BS-Italy) shall have the jurisdiction to hear any dispute deriving from or related to these general supply conditions, including any dispute concerning the existence, the performance, the interpretation, the validity, the non-performance or the termination of these conditions.

11) Applicable law.

These general supply conditions are governed by and have to be construed only according to the Italian laws.

The application of the Vienna Convention and of any other international convention shall be excluded, as the regulation of these general supply conditions and all the disputes related to them are exclusively left to the application of Italian law.

12) Personal Data Processing

Pursuant to EU Regulation no. 2016/679 (GDPR) to the Legislative Decree 196/2003, with the subsequent amendments and supplements, INTEA and the purchaser customer acknowledge that they informed each other and mutually agree that the personal data collected in order to formalize the supply contracts regulated by these conditions are subjected to the processing in the Customers/Suppliers archive, in order to meet civil and tax requirements and for management, statistical, commercial and marketing purposes.

13) Final provisions.

13.1 The original text of these general supply conditions is drawn up only in the Italian language and it is the only one which is authentic and binding for the parties.

13.2 Without prejudice to the provisions of point 13.1 above, the original Italian text of these general conditions may be also translated by INTEA in other foreign languages for the sole purpose of facilitating the dissemination of the provisions thereof amongst its customers and without this affecting in any way the exclusive validity of the Italian text between the parties.

13.3 These general conditions shall repeal and replace the possible previous general supply conditions, both written and verbal, existing between INTEA and the purchaser customer.

13.4 In the case where one or several clauses of these general conditions or of the order confirmations is/are annulled or declared null or unenforceable according to the law, the validity of the remaining clauses shall remain intact.

13.5 The failure to enforce any agreement, right or power hereby stipulated shall neither impede, nor compromise the right to enforce later such provisions, rights or powers or any other provision, right or power granted by these general conditions.

13.6 All the information concerning the other party, the arrangements for the performance of the activity, the products and, in general, any information known due to or during the relationship established, is private and confidential and, consequently, may not be disclosed to third parties and may not be used for purposes different from the correct course of the relationship.

13.7 All the licence rights concerning the production, the marketing, the sale and the use of the products supplied to the purchaser customer, as well as all that is discovered, invented and designed in any way, in the performance of the supply relationship, are and will be the exclusive property of INTEA.