

GENERAL CONDITIONS OF SALE

1. **Scope and validity**

- 1.1 The sale or supply of any products (hereinafter referred to as “**Products**”) and/or services (hereinafter referred to as “**Services**”) by Bicom Srl (hereinafter referred to as “**Supplier**”) and its subsidiaries to the customer (hereinafter referred to as “**Customer**”) is governed by the terms and conditions contained in these General Conditions of Sale (hereinafter referred to as “**GCS**”).
- 1.2 GCS together with Supplier's specific conditions, if any, contained in its order confirmation constitute the entire agreement between Supplier and Customer. Any additional or different terms and/or conditions provided in Customer's purchase order or other communication will not be binding upon Supplier, unless specifically agreed to in writing by Supplier's representatives.
- 1.3 In case of difference between the terms of the entire agreement, terms contained in GCS prevail over those contained in the purchase order, terms contained in the order confirmation prevail over those contained in GCS.
- 1.4 Documentation, catalogues, illustrations and estimates, which constitute Supplier's Intellectual Property assets, are sent for information purposes only and are not binding. Supplier may provide technical modifications of the Products at any time without prior notification or information.

2. **Purchase order and order confirmation**

- 2.1 Purchase orders must be sent to Supplier by electronic mail or post.
- 2.2 Purchase orders submitted by Customer are considered irrevocable and shall not be binding upon Supplier only unless and until confirmed in writing by an order confirmation submitted by Supplier within 30 days from the purchase order placement.

3. **Prices**

- 3.1 Prices in Euros shall be those applicable at the date of the order confirmation.
- 3.2 Unless otherwise agreed in writing, prices shall be Ex Works (Incoterms 2010) excluding packing, charges for transportation and insurance and any value added tax, export duties, customs fees all of which shall be responsibility of Customer.
- 3.3 The software that enables the use of the Products is embedded in or delivered with the Products, except for the cloud "Bicom Cloud" (governed by a special price list). The sale of Products shall only imply a non-exclusive and non-transferable license to use the same with the Products.

4. **Payments**

Unless otherwise agreed by the Supplier in writing, the Customer shall pay at the order, by means of electronic transfer of funds to the Supplier's account. Through this payment, as earnest money, the Customer undertakes not to withdraw from the contract, under penalty of loss of the amount.

5. **Ownership**

- 5.1 The Supplier retains ownership of Products until the Customer makes full payment.
- 5.2 Until title passes the Customer holds the Products on behalf of Supplier and must keep them free from any charge, lien or other encumbrance and shall keep the Products identifiable and separate from other property in its possession.

6. **Delivery**

- 6.1 Delivery of Products shall be made Ex Works (Incoterms 2010) at facility in Bologna or at the place provided in the order confirmation and, accordingly, transfer of any risks of losses or damages shall take place at above facility before loading, as per Incoterms 2010.

- 6.2 Should Customer fail to take delivery of Products, Supplier may store them at Customer's risk and expenses and following a notification of their availability, invoice them as having been delivered. In any event, Supplier remains entitled to resell them and to claim applicable damages.
- 6.3 In case the terms of delivery are different from Ex-Works (Incoterms 2010), unless otherwise specified in the order confirmation the Supplier shall determine method and routing of deliveries and Customer shall be responsible to provide the Supplier, in advance in order to permit Supplier to make necessary shipping arrangements, all appropriate informations. In case of delay of such instructions the Supplier, at its own discretion, may delay the time of delivery and/or cancel the order confirmation.
- 6.4 The Supplier is not liable for breach of its obligations to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control.
- 6.5 Delivery dates and times provided in order confirmation are not binding and delays in delivery shall not entitle the Customer to claim any damages resulting there from.
- 6.6 The Supplier shall be entitled to withhold delivery and put the Products in storage if Customer owes amounts or is in arrears with payments. Customer shall pay in addition to the price all storage and other relevant costs.
- 7. Warranty**
- 7.1 Supplier guarantees that, at the time of delivery, the Products (i) will correspond to any mutual agreed upon specification or the specifications provided by Supplier and (ii) will be free from defects in material and workmanship.
- 7.2 The Supplier shall be under no liability in respect of:
- 7.2.1 any defect in the Products arising from specifications supplied to Supplier by the Customer
- 7.2.2 any defect arising from the Customer's failure to follow Suppliers instructions in relation to proper use, maintenance and storage of the Products
- 7.2.3 any defect arising as a result of excessive wear and tear; the Products being incorrectly fitted; subjected to neglect, carelessness or abnormal conditions; accident; or any attempt at repair, replacement or modification has been made without the prior written agreement of Supplier.
- 7.3 No warranty is given as to whether or not the Products infringe any third-party patent, trademark, copyright, design right or other intellectual property right and with respect to such third party rights Supplier transfers only such title as it may have to the Customer. However, Supplier does warrant that at the time of confirmation of the Customer's order it was not actually (nor should it be reasonably) aware of any such infringement.
- 7.4 The present warranty period shall be one (1) year from the date of delivery and it does not refer to used Products.
- 7.5 The Customer shall notify the Supplier of a claim for defective Products, specifying the nature of the defect or vice, within 8 days form delivery or, where such defect or vice were not apparent on reasonable inspection, within 8 days after the discovery of defect or vice and maximum within 1 year from delivery.
- 7.6 Interventions (*repair or replacement of spare parts*) realized in the period of the warranty do not extend such period of warranty.
- 7.7 The Customer shall return, at its own cost, the defective part and, if the Supplier will ascertain that no defect is detected the Customer shall pay the price of the spare part sent to the Customer.
- 7.8 If such Products do not meet the above warranties and Customer notifies the Supplier, pursuant to Section 7.5 above and within the applicable warranty period set forth in section 7.4 above, the Supplier will correct any such failure, at its option, (i) by repairing any defective and damaged part or parts of the Products, being understood that Supplier's travel and

lodging expenses shall be borne by the Customer or (ii) by making available, Ex Works Supplier's facility, any necessary repaired or replacement parts. If in Supplier's reasonable judgment such repair or replacing of Products is not practicable, Supplier shall refund or credit monies paid by Customer for such Products.

- 7.9 The Supplier guarantees non-Supplier manufactured Products only to the extent that the manufacturer's warranty allows Supplier to transfer such manufacturer's warranties. The Supplier shall have no liability, whether in contract, tort, negligence or otherwise to Customer with respect to non-Supplier manufactured Products.
- 7.10 The present warranty is subject to:
- 7.10.1 participation of the Customer, with a maximum of 3 persons, to the one (1) day training course organized by the Supplier to be conducted at its headquarters. Supplier will be responsible for the cost of instruction and materials and Customer will bear the cost of trip and lodging.
- 7.10.2 the Products activation on the technological platform
- 7.10.3 the right of the Supplier to provide on-line check and remote assistance to the Products through its own technological platform via a high-speed internet connection, at customer's cost, as per below Section 8.

8. Technological platform

The Supplier developed a technological platform based on proprietary solutions that allows the Supplier to provide the following services to the Customer:

- DB Chef
- Sales
- Stock
- Technical info
- Communication management
- Price manager

The software and firmware updating are free for the activated Products that can be reached through the high-speed internet connection (see 7.10.2 and 7.10.3).

9. Limitation of liability

- 9.1 The Supplier will not be liable for:
- 9.1.1 loss of business, Products, revenue, profits or
- 9.1.2 indirect or consequential loss or any claim made against the Customer by any other person.
- 9.2 With reference to technological platform, the Supplier shall not guarantee, in relation to the nature of the internet connection, that the access to the above services will not be interrupted or otherwise affected.
- 9.3 The service can be suspended or limited due to maintenance or repair works or to allow Supplier to introduce new services or functionalities. The Supplier will try to limit the frequency and duration of any such suspension or restriction.
- 9.4 The Supplier will not be liable for (i) any losses not due to Supplier's breach of the General Conditions of Sale or (ii) losses of business opportunities (including without limitation lost profits, lost revenues, lost contracts, increased costs) or (iii) any other indirect or consequential losses that may result from the nonuse of technological platform.

10. Intellectual Property

- 10.1 The Supplier retain exclusive rights to its Products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), manufacturing processes and to all modifications thereto requested by Customer's purchase order.
- 10.2 Customer shall have a license to use Supplier's intellectual property rights only as they are embodied in the Products.
- 10.3 The Customer shall not modify and reverse engineer the Products and the software and the firmware embedded or delivered with the Products, as well as the technological platform.

11. Breach

11.1 In accordance with Italian Civil Code under Section 1456, the Supplier will be entitled to consider the Customer in breach and may promptly terminate any contract and/or suspend any further deliveries and bring action against him, without notice, if:

11.1.1 the Customer fails to pay as per Section 4 above

11.1.2 the Customer or its parent or subsidiary companies becomes bankrupt or makes any voluntary arrangement with creditors or goes into liquidation.

11.2 Upon any other default by the Customer of its obligations provided in the purchase order or further agreements, the Supplier may terminate the contract by giving written notice of termination setting forth the nature of such default to the Customer at least fifteen (15) days before the effective date of termination; provided, however, that Customer may avoid termination by immediately initiating a remedy to cure such default, curing it to Supplier's satisfaction, and by promptly providing proof thereof to Supplier, all within the fifteen (15) day period. If any such default is not cured within the specified time the contract shall be terminated, without further notice to Customer, effective immediately upon the expiration of the fifteen (15) day period.

11.3 In case of termination due to breach of the Customer, the Supplier shall be entitled to retain any advance payment or deposit made by the Customer, without prejudice to any further claims.

12. Import control

12.1 The validity of Suppliers' quotation, and any resulting agreement, may be subject to the granting of a governmental import license. In the event that such a license is required, the Customer shall promptly provide Supplier with such document on written request. In case the delivery of the Products is restricted or forbidden due to import control laws, the obligations of the Supplier will be suspended for the duration of such impediment.

12.2 If such impediment occurs for longer than 60 days Supplier may terminate the agreement retaining the any advance payment or deposit made by the Customer, without prejudice to any further claims.

13. Personal information protection

13.1 In accordance with art. 13 of Decree Law N. 196/03 (the Italian law regarding the safeguarding of personal data) and in compliance with Directive 95-46-CE, the Supplier has drafted this policy in order to outline and govern the contractual relationship mutually agreed with regard to the possession of personal data (the "Data") the Customer entrusted to the Supplier through the Bicom Cloud or whatever method:

- the Supplier informs that Data will be treated using both paper and computer equipment with appropriate protection systems designed to safeguard the Customer's privacy. All the Customer's data outlined above will be treated and stored with complete respect for your privacy and in total compliance with current legislation.
- the Data entrusted will be used only for the purposes of the contractual relationship and in full compliance with all relevant laws, regulations and European community normatives and only for operations required to fulfil these purposes. They may also be treated in order to assert the correct rights of the company.
- supplying Data, as outlined above, is necessary for the purposes specified in clause
- of this policy and therefore if the Customer should refuse to supply all or part of the said Data, it may be impossible for the Supplier to complete this contract.
- all those employed by the Supplier to treat Data may access the said Data but they may only treat what is strictly necessary for the completion of their tasks and they may only perform operations needed to complete the said tasks.

- the Data shall be conserved and treated even once the contract has expired, in order to fulfil all the obligations deriving from and specified in all relevant laws, regulations and European community normative.
- the entity in charge of the treatment of personal data is Bicom Srl.
- the Supplier hereby informs the Customer that art. 7 of Decree Law 196/2003 declares certain specific rights for those whose personal data is supplied for treatment. The Customer has the right to demand confirmation of whether Data regarding him exists or not, even if they are not yet registered, and ask for the said Data to be communicated in an intelligible form.

14. Place of performance. Applicable Law and Jurisdiction

- 14.1 These GCS are governed by Italian Law and the Courts of Bologna shall have exclusive jurisdiction over any dispute arising between the parties relating to these GCS. The application of Vienna Convention on the International Sale of Goods is expressly excluded.
- 14.2 The Supplier however reserves the right to initiate court proceedings against the Customer at any other competent court.

Date

Signature

In accordance with Articles 1341 and 1342 of the Italian Civil Code, the Customer is aware and accept the following specific Sections provided in these GCS:

- 4. Payments
- 6. Delivery
- 7. Warranty
- 9. Limitation of liability
- 14. Place of performance, Applicable Law and Jurisdiction

Date

Signature