

Imeas s.p.a.

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Cap. Sociale Euro 2.500.000,00=i.v.
VAT No. IT 13480470155



GENERAL TERMS & CONDITIONS OF SALE

1. Definitions. The term "Company" means IMEAS S.p.A. and/or its subsidiaries or affiliates executing and signing this Contract and the General Terms & Conditions of Sale. The term "**Customer**" means any individual, corporation, or other entity who buys the Products or the Services of the Company pursuant to the Contract. The term "**Contract**" means the Company's written Order Confirmation to which are attached or incorporated the General Terms & Conditions of Sale. The term "Terms and Conditions" means these General Terms & Conditions of Sale. The term "**Products**" means the goods and the materials sold by the Company and purchased by the Customer under the Contract. The term "**Services**" means, collectively, any installation, set-up, technical support and training activities provided by the Company to the Customer following the execution of the Contract, and which – if requested by the Customer – will be subject to separate and additional invoicing. Services, if requested by the Customer, will constitute additional service to the sale and purchase of the Products.

2. Acceptance. The Terms and Conditions constitute a binding contract between the Customer and the Company and regulate together with the Contract the general terms and conditions under which the Company sells its Products or provides its Services. With Customer's written acceptance of the Contract and the Terms and Conditions, the contract shall be considered finalized between the Parties. Any additional or different terms and/or conditions in relation to the Contract and/or the Terms and Conditions included in a purchase order will not be accepted or recognized by the Company, unless expressly accepted in writing by the Company. The Contract and the Terms and Conditions contain the entire agreement between the Parties with respect to the matters contained in said documents and supersedes and replaces in its entirety all prior communications and concurrent agreements and understandings, whether oral, written, telematic, or implicit, if any, between the parties with respect to the subject matter of said documents. In the absence of express written acceptance by the Customer of the Terms and Conditions, the Company will not process the order placed by the Customer. The Company, pursuant to Article 1456 of the Italian Civil Code, shall have the right to terminate the Contract, besides the cases provided for in the individual provisions of the Contract and the Terms and Conditions, also in the following cases (i) the Customer, after the completion of the Contract, refuses or fails to act to collect the Products or refuses to receive delivery thereof; (ii) failure by the Customer to pay the Price of the Products and/or the Price of the Services on the agreed deadlines; (iii) violation by the Customer of the provisions of Article 3 (Payment and fees) and Article 6 (Access and installation). The Company, after 10 business days from the written request for fulfillment sent to the Customer, shall be entitled to terminate the Contract by written notice. In such case, the Customer shall be obliged to reimburse the Company for all expenses incurred by the same for the performance of the Contract and shall also be obliged to pay warehouse expenses incurred by the Company also pursuant to the following Article 5 (Shipping).

3. Payment and Taxes. The Customer agrees to pay (i) the total net purchase price for the Products (the "**Price of the Products**"), excluding all present and future taxes and fees and, if expressly provided for in the Contract as an additional service, (ii) the total net

price of the Services (the "**Services Price**"), subject to the terms set forth in the Contract and the Terms and Conditions. The Customer will pay for and will indemnify and hold the Company harmless from, any applicable tax on sales, use, transaction, excise, or similar taxes or federal, state, or local fees or charges (including, but not limited to, environmental or similar fees), applied on, in respect of or otherwise associated with the Products and the Services. Customer may claim - by written notice - any exemption from such taxes, fees, or charges at the time of purchase and in any case simultaneously with the execution of the Contract and provide Company with the necessary supporting documentation. The Customer will pay for the Products and/or the Services as invoiced by the Company. The relevant invoices shall be paid by the Customer, all exceptions waived, within the essential term specified in the invoice, calculated from the date of invoice issuance. The Company reserves the right, at its sole discretion, to separately invoice the Customer for partial shipments of Products or the provision of part of the Services. The Customer agrees to pay interest on all past-due sums, at the lowest of one and one-half percent (1.5%) per month or the highest rate allowed by the Italian law. In the event of a payment default at the terms and in the form set forth in the Contract and Terms and Conditions, the Customer shall be responsible for all costs of collection incurred by the Company, including, but not limited to, legal and procedural fees, storage fees, and any additional expenses the Company may incur. In addition, if payments are not received as described above, the Company reserves the right to suspend the shipment of the Products and/or the provision of the Services until receipt of full payment due from the Customer in accordance with the payment terms provided to the Customer at the time of purchase, for guaranteed purposes. The Customer authorizes the Company to file a financing statement reflecting such security interest. Except as otherwise specified in the Contract and in the Terms and Conditions, the Customer will reimburse Company for all out-of-pocket expenses incurred by Company in connection with the provision of the Services, if provided for in the Contract, including, but not limited to, transportation costs of materials related to the Products, as well as travel, accommodation, and living expenses of the Company's technicians. Any compensation, reduction, or withholding on sums due for the sale and purchase of Products and/or provision of Services by the Company is precluded for the Customer.

4. Cancellation and change of purchase orders. Purchase orders placed by the Customer by executing the Contract or – if otherwise placed with the Company's approval – already accepted by the Company, are not subject to cancellation or change by the Customer, unless expressly confirmed in writing as an exception by the Company. In the event of withdrawal by the Customer for any reason, the Company shall have the right to retain definitively all down payments already received and, in addition, the Customer shall be obliged to pay, any exception waived, a percentage of the total Contract price (with respect to the Price of the Products and/or the Price of the Services, if provided in the Contract) equivalent to the expenses and costs already incurred and documented by the Company and up to the date of receipt by the Company of the Customer's notification of cancellation or suspension of the order. The change order will be valid only if it is sent in writing to the Company, detailing the corresponding impact on the price and date of shipment; the change order must be countersigned and expressly accepted by the Company.

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5. Shipment and risk and benefit transfer. Products shipping terms are "EXW"- Ex Works IMEAS S.p.A. [Incoterms 2020] unless otherwise specified in the Contract. Customer acknowledges and accepts that shipping dates indicated in the Contract are indicative and assume the complete receipt by the Company of all Customer technical information necessary for engineering and manufacturing the Products. If Customer fails to promptly and punctually furnish the necessary information, dates of shipment may be extended by unilateral decision of the Company which the Customer agrees to accept. The Products (or any parts or components thereof) will be stored at the Customer's risk and expense (for a minimum amount of € 100.00 per day) starting alternately from: (i) suspension of manufacture at the Customer's request, (ii) Customer failure to comply with the provisions of the Contract and Terms and Conditions, and (iii) Customer refusal or inability to accept delivery thereof. Customer is responsible for transport of the Products to the Customer Premises, (or to another place indicated in written form by the Customer) and shall bear all related costs, including but not limited to, transport, insurance, duty, governmental fees, licenses, permits, etc. concerning the shipment of the Products by the Company. Customer shall bear the risk of loss or damage of the Products as well as the right to freely dispose of the Products, from the time the Products are delivered by the Company to the courier in charge of the transport (or, in the event of multi-modal transport, to the first courier) at the Company's premises. The Company shall be entitled to charge the Customer an additional fee than that of Product storage - which the Customer agrees to pay - for any storage and warehousing of Products owned by the Customer on the premises of the Company. Products owned by the Customer shall be stored at the risk of the Customer.

6. Access and Installation. If expressly specified in the Contract, the Company will provide the Services to the Customer through its own technical specialists who will assist the Customer (or such other person(s) indicated by the Customer) at the place of installation of the Products designated by the Customer and indicated in the Contract (the "**Customer Premises**"). The Price of the Services shall be paid to the Company monthly, based on the services performed during the relevant period. The Company reserves the right, at its sole discretion, to suspend or interrupt the performance of the Services in the event the Customer fails to pay even a single payment on time on the agreed deadline. The Customer shall be responsible for obtaining any and all prior necessary licenses, local code approvals, building permits, or any other title, permit, license, or approval pertaining to the installation of the Products or the performance of the Services at the Customer Premises. Customer is also responsible for labor and materials at the Customer Premises that pertains, including but not limited to: (i) items specifically excluded in the Contract, (ii) civil engineering, construction foundations, utility works, (iii) offloading and installation of the Products on the foundations of the Customer Premises, (iv) connection of the Products to their power and control sources, (v) heavy lifting and specialized work in welding, pipe fitting, electricity, etc. When the Services are performed at the Customer Premises, the Customer will provide and guarantee access to the Company to its staff and any other Customer resources that the Company deems useful or necessary to provide the Services. When the Services are provided on Customer Premises, Customer agrees to maintain adequate insurance coverage to protect the Company, its employees, agents, and technicians, as well as the Customer's premises and to indemnify and hold Company harmless from any loss, cost, damage, or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or

destruction occurring at such location in connection with the performance of the Services.

7. Warranty. Unless otherwise stated in the Contract, the Company provides a warranty on the Products against defects in material and workmanship under normal and proper usage for a period of 12 months from the date of the Acceptance Certificate issued by the Company or 14 months from the date of shipment of the Product, whichever occurs first (the "**Warranty**"). The Warranty does not apply if the installation of the Product (if expressly provided for in the Contract) is not performed by the Company's technicians or by third party technicians expressly authorized by the Company. For parts and components sold and supplied as spare parts of components and/or parts of the Products (the "**Spare Parts**"), the warranty period is 12 months from the date of shipment by the Company. The Customer must notify the Company immediately of any defect to one or more components and/or parts of the Products and the Company will correct the defect or defects; if such correction requires the replacement of one or more defective components and/or parts, the Company will proceed with the same "EXW" – Ex Works IMEAS S.p.A. [Incoterms 2020]. The Spare Part installed on the Product acquires the residual period of the ongoing warranty of the original Product. The warranty on the Spare Part shall only be valid if the Spare Part is installed by the Company's technicians, by third party technicians expressly authorized by the Company, or by qualified third party technicians (in the latter case, only if the installation is carried out in a state-of-the-art manner, according to the Company's reasonable assessment); the part replaced or to be replaced must be returned by the Customer to the Company within 10 business days from the date of the complaint (or within a different term agreed in written form by the parties) with prepaid shipment for inspection and shall become the property of the Company. If the Customer does not ship the part replaced or to be replaced within the above-mentioned term, the Company shall be entitled to invoice the full price of the Spare Part. In the event the intervention of a Company's technician for the replacement/repair of the damaged part at the Customer's Premises is requested, the relevant service shall be paid for by the Company, while travel, accommodation, and living expenses shall be borne by the Customer. Any equipment or components not manufactured by the Company are sold under warranty only in accordance with and within the limits of the corresponding warranty granted by the third-party manufacturers concerned. When components of the Products are sold by the Company to be inserted, installed, or otherwise integrated into the Company's Products according to a specific project and indications of the Customer, the warranty is limited to each individual component and not to the final Product resulting from the combination of such parts. Any modification or alteration of the Products or any substitution or addition of components not supplied or authorized by the Company will allow the Company, at its sole discretion, to consider the Warranty as ineffective. The Warranty does not apply to: (i) damage caused by accident, abuse, misuse, flood, fire, earthquake, or other external causes; (ii) damage caused by operating the Products not in compliance with the permitted, provided, or described use by Company; (iii) a part of the Product or instrument that has been modified to significantly alter functionality or capability without permission of Company; (iv) damage caused by use with non-original spare parts not provided by the Company; (v) damage caused by activities (including installations, upgrades, and expansions) performed by anyone who is not a representative or authorized representative of the Company; (vi) parts subject to normal consumption (such as, but not limited to abrasives, gaskets, brake

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pads, rubber components, batteries, transmission belts, bearings, etc.). The Company will in no event be liable for damage, costs, or delay caused by defective parts and the Customer expressly waives any and all further claims for damages and/or reimbursement of expenses connected with or in any way related to the defect in the Product. Furthermore, no charge may be brought against the Company for any action taken by the Customer to make adjustments or repairs to the Products, unless such action has been authorized in writing by the Company. The Warranty will not apply and will therefore be ineffective if (a) the Customer is in default or in delay with payments due to the Company in relation to the Products and/or the Services; (b) the Product is used in a way that is not in compliance with its intended use and with the instructions provided by the Company; (c) the Customer has not reported the defect by registered letter to the Company within 7 working days of its discovery; (d) the Customer has made or caused to be made repairs, replacements, or modifications of any kind to the Products or any part thereof. EXCEPT AS PROVIDED FOR HEREIN, THE COMPANY PROVIDES NO WARRANTY OF ANY KIND WHATEVER, EXPRESS OR NOT. ALL IMPLIED WARRANTIES OF TRADE AND SUITABILITY FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS STATED ABOVE ARE HEREBY EXCLUDED. The Company reserves the right to suspend or terminate the Warranty if the Customer fails to make payments for the Products and/or the Services (if provided in the Contract) in accordance with the Contract and the Terms and Conditions.

8. Indemnification. Customer hereby agrees to hold harmless and indemnify the Company, its directors, officers, employees, and other agents and representatives from and against any and all liabilities, judgments, claims, actions, proceedings, costs, losses, damages, penalties, obligations, and expenses (including attorney's fees and expenses and other professional fees and expenses), incurred or suffered by the Company, its directors, officers, employees, and other agents and representatives arising from, by reason of, or in connection with any loss, damage, or injury to person or property arising from, by reason of, or in connection with the Products and/or the Services pursuant to the Contract and the Terms and Conditions. In the event and to the extent that the Product or any portion thereof is manufactured and produced by the Company according to a project supplied by or under Customer direction, the Customer will indemnify and hold the Company harmless from any and all liabilities, judgments, claims, actions, proceedings, costs, losses, damages, penalties, obligations, and expenses (including attorney's fees and expenses and other professional fees and expenses), occasioned by (i) damage or injury to any person or any asset arising directly, indirectly, or in any case in connection with the operation of the Product and/or the performance of the Services; or (ii) any request relating to an infringement of any intellectual property right (including patents and inventions) connected to the Products. The Company's right to be indemnified and held harmless by the Customer in the cases set out in this Article 8 will survive from the delivery of the Products to the Customer and/or the performance of the Services up to any subsequent resale or other transfer of the Products to a third party. No claims for consequential damages are to be made by either party.

9. Limitation of Liability. The Company guarantees that the Products, and the related Safety Devices, comply with the requirements of the Machine Directive 2006/42/EC, where applicable, (the "Safety Devices"). In addition, the Customer is recommended to purchase all personal protective equipment ("PPE") that complies with

applicable regulations and is proposed by the Company. In the event that the personal protective equipment and safety devices used by the Customer differ from the Safety Devices and PPE approved by the Company, the Customer must notify the Company in writing and the Company may provide, at an additional price to the Price of the Products and/or the Price of the Services, the alternative and additional protections necessary to meet the technical specifications required by the applicable regulations. The Customer shall require its employees and any other person using or being in contact with the Products to use the Safety Devices, proper guards, as well as safe operating procedures. Customer shall not remove or modify the Safety Devices (including, but not limited to, guards, or warning signs) nor allow any person to remove, modify, or disconnect the same. If such Safety Devices (including, but not limited to, guards or warning signs) have been removed, modified, or they are malfunctioning, the Products must not be used, and the Company must be promptly informed. Customer shall provide adequate and complete training to all its employees and operators on the Products subsequent to initial installation in accordance with Company's manuals. Customer shall not permit any person other than its required and trained operating personnel to remain within three meters of the Products during the operation thereof. Customer agrees to indemnify and hold the Company harmless from any and all liabilities, judgments, claims, actions, proceedings, costs, losses, damages, penalties, obligations, and expenses (including attorney's fees and expenses and other professional fees and expenses), occasioned by damage or injury to any person or asset arising directly, indirectly, or in any case in connection with the operation of the Products and/or the performance of the Services, if the Customer: (i) fails to observe each and every obligation set forth in this article; (ii) fails to purchase the Safety Devices and guards recommended by the Company; (iii) fails to maintain in good working order such Safety Devices and guards; (iv) adds, remove, omits to install, modifies, or substitutes any components on the Products; (v) exceeds at any time the maximum safe loads and speeds recommended by the Company for the Products; or (vi) makes any repairs, interventions, adjustments, or other work on the Products or parts of them without following the relevant Company's or component manufacturer's guidelines. Customer has to notify the Company promptly, and in any event within 30 days after the event occurred, any accident, malfunction, or other use or misuse or occurrence involving Products which results in personal injury or damage to the Customer, to the Customer Premises, as well as to collaborators, employees, and operators and will cooperate fully with the Company in investigating and determining the cause of such occurrence. In the event that Customer shall fail to give such notice to the Company in the agreed terms and to cooperate as provided in this article, Customer agrees to indemnify and hold the Company harmless from any and all liabilities, judgments, claims, actions, proceedings, costs, losses, damages, penalties, obligations, and expenses (including attorney's fees and expenses and other professional fees and expenses), arising from such event. UNDER NO CIRCUMSTANCES WILL COMPANY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS, OR AGENTS BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, PROFITS, BUSINESS, REVENUES, OR SAVINGS OF THE CUSTOMER.

10. Force Majeure. The Company agrees to complete or ship the Products and to perform the Services (if provided in the Contract), except for an event of force majeure including, but not limited to war,

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terrorism, sabotage, accident, riot, fire, explosion, flood, strike, lockout, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, car or truck shortages, accidents or delays in transportation, breakage of machinery or apparatus, national defense requirements, insurrection, embargoes, or requirements or regulations of any civil or military authority, or any other cause beyond the control of the Company. Company shall not be liable for the failure to complete, ship, or deliver Products and/or for failure or incomplete performance of Services in case of such force majeure event and Company's obligation to complete, ship, or deliver Products shall be suspended during such force majeure event and for a reasonable period of time thereafter; provided, however, that these Terms and Conditions shall otherwise remain in effect. Receipt of the Products by the Customer shall constitute a waiver to the Company of all claims for loss or damage due to delay. The Company shall not be liable for indirect or consequential damages under any circumstances, including, but not limited to, losses or expenses arising in connection with the use of, or inability to use the Products for any purpose whatsoever.

11. Confidential information and personal data processing. Each party envisages that it may be necessary to provide access to information of a confidential nature (hereinafter referred to as "Confidential Information") of each party, their Affiliates, or a third party in the performance of the Contract. "Confidential Information" means any information or data in oral, electronic, or written form which the receiving party knows or of which it becomes aware is personal or confidential and which is disclosed by a party in the execution of the Contract or which the receiving party may have access to in connection with the Contract, including but not limited to, technical data, drawings, manuals, etc. Confidential Information does not include information which: (i) becomes known to the public through no actions or intervention of the receiving party; (ii) results already known to the receiving party; (iii) the receiving party becomes aware from a third party having the right to disclose it and with no obligation of confidentiality to the disclosing party; or (iv) is independently and autonomously developed by agents, employees, or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or, if later, as promptly as possible; however, failure to identify or label such Confidential Information will not be evidence that such information is not confidential or protectable. Each party agrees to hold the other Party's Confidential Information confidential for a period of 5 years following the date of disclosure. Each party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by the Terms and Conditions and the Contract. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party. If a receiving party is required by law, rule, or regulation, or requested in any judicial or administrative proceeding or by any authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective measure appropriate to perform any reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed. Personal data of the parties will be processed in accordance with the provisions on the processing of personal data (Legislative Decree 196/2003 and EU Regulation 679/2016).

12. Governing Law and jurisdiction. The Terms and Conditions and the Contract and any relationship of the parties under these, will be regulated under Italian law regardless of conflict-of-law rules. The parties agree that the competent court for any dispute arising between the parties under the Contract and the Terms and Conditions shall be exclusively the Court of Milan, Italy.

13. Miscellaneous. Company may assign or subcontract in whole or in part the Contract with respect to the sale of the Products and/or the performance of the Services or assign the right to receive payments of the Products and/or the Services, without Customer's consent. Customer may not assign the Contract, or any of its rights or obligations provided by the Contract and Terms and Conditions without the prior written consent of the Company. No provision of the Terms and Conditions and Contract will be deemed waived, amended, or modified by either party, unless such waiver, amendment, or modification is in written form and signed by both parties. If any provision of the Terms and Conditions should be held invalid, non-compliant with law, or otherwise inapplicable by the Court of Milan, the same shall not affect the other terms or provisions of the Terms and Conditions. The rights and remedies granted to the Company under these Terms and Conditions and the Contract are cumulative and do not exclude any other right or remedy under applicable law or in equity. Any delay or failure by either Party in exercising any right or remedy shall not constitute a waiver by that Party of that right or remedy unless expressly stated in writing. The paragraph headings within the Terms and Conditions are for convenience of reference and do not affect the meaning, interpretation, or construction of any of the provisions of the Terms and Conditions. Any notice under the Contract and the Terms and Conditions will be deemed valid if sent in writing to the party as indicated in the Contract or to the address that each party shall communicate during the performance of the Contract, by certified mail (e-mail, PEC, or express courier). Any notice shall be deemed given on the day it is received by the addressee.

Date: _____

Company: _____

Signature: _____

Also pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has carefully read the Contract and the Terms and Conditions and declares that it approves all their terms and conditions. In particular, the Customer expressly approves the following provisions of the Terms and Conditions: Article 2 (Acceptance); Article 3 (Payment and taxes); Article 4 (Cancellation and modification of purchase orders); Article 5 (Shipment and risk and benefit transfer); Article 6 (Access and installation); Article 7 (Warranty); Article 8 (Indemnification); Article 9 (Limitation of liability); Article 10 (Force majeure); Article 12 (Governing law and jurisdiction).

Date: _____

Company: _____

Signature: _____