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GENERAL SALES TERMS AND CONDITIONS

Each delivery of Products and Services (from now on "Products") carried out by *Tecnosoftware S.r.l.* (hereinafter called "Tecnosoftware") is regulated exclusively by the following *General Sales Terms and Conditions* which, therefore, consists of a non separable part for every purchase.

1. Scope

The present *General Sales Terms and Conditions* shall apply to all products and services provided by Tecnosoftware.

The present *General Sales Terms and Conditions* shall be deemed to have been accepted by Customer when the purchase order has been carried out.

2. Purchasing procedure and Supplier's reservation of acceptance

The Contract shall be considered accepted once the Customer receives confirmation of order acceptance by Tecnosoftware.

The order from the Customer, therefore, constitutes an irrevocable intention to purchase while it shall be intended to be accepted only after order confirmation sent by Tecnosoftware to Customer.

Until then the order will not bind Tecnosoftware.

This *General Sales Terms and Conditions* is attached and/or referred to in each offer and order confirmation sent to Customer.

If this *General Sales Terms and Conditions* is not returned signed, Tecnosoftware has the right to consider Customer's order cancelled.

Customer has the right to lodge complaints about any lack of clarity in the content and/or specifications laid down in the order prior to its performance.

However, contract execution will be regarded as a tacit acceptance of the order and of the *General Sales Terms and Conditions*.

Acceptance of present *General Sales Terms and Conditions*, either express or tacit, constitutes the Customer's waiver of the application of its own general and special Terms and Conditions of Purchase.

No waiver, alteration or modification of these *General Sales Terms and Conditions* included in the offer and the order shall bind Tecnosoftware unless exception are written in the order confirmation sent by Tecnosoftware.

Tecnosoftware reserves for itself the right, at its sole discretion, to modify these *General Sales Terms and Conditions* at any time and will inform the Customer thereof.

3. Price and conditions of payment

The price of the Products are to be considered VAT excluded and EXW and do not include any customs and shipment charges, which must be covered by the Customer.

The purchase price is indicated in the offer, quotation, order confirmation, invoice.

Payments terms are the ones according to the agreement between Tecnosoftware and the Customer or as expressed in the offer/quotation/order confirmation/pro-forma invoice/invoice sent by Tecnosoftware to the Customer.

In case of payment by instalments, if even one instalment is not paid at the due time, Tecnosoftware may immediately request payment of all remaining instalments pursuant to art. 1186 of Italian Civil Code.

Cheques, bills of exchange, drafts and bank receipts are considered as effective payment when they have been duly cashed.

In the event of late payment agreed between Parties, Tecnosoftware will automatically apply overdue trade interest in accordance with provision of D. Lgs. 231/2002.

In the event of default, high exposure (risk of insolvency) on the side of the Customer, Tecnosoftware will be entitled to demand advance or COD payment or the provision of suitable guarantees to be agreed from time to time.

Tecnosoftware may also suspend orders in progress, either totally or partially, on the date of default or it may revoke the agreed payment extensions, which will become all pending credit immediately available to Tecnosoftware.

4. Delivery

The Products will be delivered under the conditions agreed by the Parties or specified in the offer/quotation/order confirmation/pro-forma invoice/invoice by Tecnosoftware as regard lead times as well as destination address.

Tecnosoftware will not be held responsible for any delays in delivery that are caused by factors beyond its control or by reason of force majeure, including but not limited to acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes.

The delivery due time and any further deadlines chargeable to Tecnosoftware is indicative only and therefore no responsibilities may be attributed to Tecnosoftware or no charges or damages may be deemed by the Customer against Tecnosoftware for actual loss and lost profits.

5. Transfer of risk

The Products will be delivered over ex warehouse at Tecnosoftware where it is stopped its responsibility.

The inherent product risks passes on to Customer or by whom for its when the goods are handed to the forwarder or freight carrier except what it is agreed between the Parties or indicated on delivery term.

6. Warranty

Tecnosoftware guarantees normal functioning of the Product in conformance with the declared technical specifications for a period of 12 (twelve) months starting from the date the Product was delivered.

Technical malfunction or defect means any deviation or non-compliance that concerns quality and functional specification of the Product declared by Tecnosoftware.

If the Customer finds that a Product does not conform to the specifications detailed in the order, whether these are of qualitative or quantitative nature, then the Customer must notify Tecnosoftware within 8 (eight) days of their receipt specifying whether the goods received were defective or of the wrong type or more or less Products than agreed were delivered.

In the case of defective goods, the type of defect must be specified and Tecnosoftware may, at its own discretion, decide whether to repair or replace the Product in question.

The repair of the Product under guarantee will take place at Tecnosoftware premises.

The shipment costs of the defective product to and, once the product has been repaired, from Tecnosoftware to the Customer will remain at the expense of the Customer. All other forms of guarantee shall be excluded, therefore, in particular, in no case the Customer will be entitled to the guarantee: a) defects inherent any commodity that is due to normal wear, risen after the transfer of risk related to the Products provided (ex: batteries and mechanical failure); b) non-compliance caused by incorrect or wrongful handling or use exceeding the technical limits of the Products by the Customer or its representatives; c) non-compliance due from the usage that does not comply with the instruction given in the user's manual or instructions provided; d) modifications, unauthorized tampering, and any alteration of the Product.

The Product, if it is broken, defective or not calibrated, could provide incorrect data.

The Customer must outline appropriate procedures to avoid that incorrect data may cause serious damages (ex: doubling or tripling the quantity of devices or using multiple devices, based on the criticality of the monitoring process).

In the event of defects or malfunctions no compensation, either explicit or implicit, direct or indirect, will be provided for damages caused by failures.

The Product may not be used in the fields of life support, aviation or space applications.

The Customer immediately gives Tecnosoftware a reasonable period of time to remedy the deficiencies previously found.

However, Tecnosoftware shall not be responsible if: a) the Product is altered or repaired not by Tecnosoftware authorized or approved personnel; b) the Customer has not notified Tecnosoftware with a list of defects, failures or malfunctions; c) the Customer has not taken reasonable measures to reduce negative effects; d) the Customer prevents Tecnosoftware to remedy the deficiencies.

7. Technical assistance

Technical assistance is provided only by email or by phone.

For telephone assistance, please call the Telephone Assistance number at +39199422456. Technical assistance will only cover issues not covered by the user manuals and instructions.

8. Intellectual property rights

All intellectual property rights related to the Product and to the software that controls the Product (hereinafter referred to as "Software") are and shall remain property of Tecnosoftware.

The Customer undertakes to observe the intellectual property rights concerning Tecnosoftware Products as its trademarks and distinctive signs.

The Customer, its employees, agents, collaborators must respect intellectual property rights, trademarks and distinctive signs related to the Products manufactured by Tecnosoftware and they undertake to apply related regulations.

The Customer, its employees, agents, collaborators are committed to avoid and prevent all forms of violations also by third parties.

Including but not limited it is forbidden, in whatever form or content: a) to copy, reproduce, disclose all kinds of printing produced by Tecnosoftware; b) to reverse engineer, copy, reproduce the Products provided or licensed by Tecnosoftware even if provided for free; c) erase or modify trademarks provided or licensed by Tecnosoftware.

In the event that the Customer, its employees, agents, collaborators breach any part of this Agreement or infringe copyright, or other intellectual property rights of the Company, Tecnosoftware may terminate the Contract with immediate effect with full rights pursuant to art. 1456 of Italian Civil Code.

In all cases of contract termination referred to in the paragraph above, the Customer is required to pay, as a penalty clause, an amount equal twice the cost borne by Tecnosoftware, or on its behalf, to design, develop and produce the infringing good or distinctive sign, unless any further damages due.

In the event of dispute and/or legal action against the Customer based on claim that propriety or use of a Tecnosoftware Product constitutes a breach of Italian or international law on the protection of intellectual propriety right as copyright, licence, trademark or any other rights, Tecnosoftware may take, at its own cost, all initiatives considered useful to defend its own intellectual property rights in the appropriate place.

The Customer will inform Tecnosoftware in writing of the claim or legal action taken by third parties within 48 hours he/she is informed of.

In the case of objections raised by third parties, also against Tecnosoftware, relating propriety or use, the Company reserves the possibility, at its own cost, to get the right to continue using or to modify all provided Products so that any breach is excluded.

If no one of these alternatives will be possible, Tecnosoftware may retrieve its own Products returning the price paid by the Customer with a prior notice for 30 days.

Anyway, no compensation will be due and the Customer hereby releases and waives off all claims against Tecnosoftware.

However, any responsibility is unequivocally excluded if the breach is caused by: a) Products modified or opened, without authorization, by the Customer or on its behalf; b) Products are used in a manner not in compliance for their intended purpose.

Tecnosoftware licenses the Software to the Customer only to allow the proper functioning of the Products and for the intended original use.

Therefore, the Customer undertakes not to reproduce, translate, adapt, distribute, alter or modify the Software.

Any use not explicitly authorized by Tecnosoftware under the present contract is illegal in conformity with article 64 bis in accordance with law 633 of 1941, as well as any disassembly or decompilation not explicitly authorized.

9. Liability

Unless otherwise agreed in these *General Sales Terms and Conditions* and unless cases of intentional fault and serious misconduct Tecnosoftware, its employees, agents, collaborators shall not be liable for whatever reason concern Tecnosoftware Products.

However, the liability should be limited to direct damage and cannot extended to indirect and consequential damages.

Unless cases of intentional fault and serious misconduct, the indefinable damage will be paid to Customer by Tecnosoftware will not exceed the purchase price of the Product

concerned, irrespective of the request's nature, contractual, non-contractual, warranty or other.

Unless cases of intentional fault and serious misconduct, Tecnosoft shall not be liable for damages to or loss of any software program incurred during repair or product enhancement, regardless these goods are covered by warranty or not.

10. Export restrictions

The sold product includes technologies and Software that are subject to USA and European Union export regulations as well as those in those countries where the product is delivered or used. The buyer shall undertake not to export or re-export the product to any country or end user upon which restrictions or embargoes are in force without prior consent of the ruling countries of the USA or European Union and to abide by the laws that may come up from time to time.

11. Jurisdiction

The contract shall be governed by Italian law and it will be subject to the exclusive jurisdiction of the *Foro di Milano*. Application of the Vienna convention on the international sale of goods is excluded.

The Parties shall be given the opportunity to enter an "arbitration proceeding" before the *Camera Arbitrale di Milano*.

The disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the *Camera Arbitrale di Milano* by one or more arbitrators appointed in accordance with the said Rules.

The arbitral Tribunal will apply Italian Law. The place of arbitration is in Milan (Italy).

The language of the arbitration proceedings will be English.

12. Communication between parties

Communication between parties is to be held in writing and sent to the respective legal addresses.

13. Non-Transferability of rights

The buyer cannot transfer the rights derived by the present contract to third parties.

14. Entire Agreement

This contract constitutes the entire agreement between parties and super cedes any precedent written or verbal contract stipulated between the parties on the subjects mentioned in this contract.

15. Provisions

If any of the provisions of these conditions are found to be illegal, null or unenforceable, this provision will not be considered and will not affect the validity of the other provisions in this contract.

There shall be a substitute for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of the erased provision, taking into account all other Law.

16. Privacy policy

All data and information provided are considered confidential.

In pursuance with Legislative Decree 196/2003 and Regulation EU 679/2016, the Customer acknowledges that:

a) data provided by the Customer will be processed by Tecnosoft by electronic tools or paper that are not accessible to the public;

b) Tecnosoft S.r.l. is the Owner and its legal representative person is the Controller of Personal Data Handling with.

This one is available at Tecnosoft headquarter in Peschiera Borromeo (Italy) 20068, Via Galvani 4, e-mail address tecnosoft@tecnosoft.eu, website www.tecnosoft.eu;

c) data are collected for commercial (art. 24 a, b, c Legislative Decree 196/2003 and art. 6 b Regulation EU 679/2016) and marketing (art. 23 and 130 Legislative Decree 196/2003 and art. 7 Regulation EU 679/2016) purposes in order to offer, quotation, supply agreement, distributorship agreement, provision of service, financial and commercial relationship, legal dispute, advertising material and commercial information, measurements of customer satisfaction for the services and Products directly or indirectly provided; advertisement regarding products and/or services;

d) the legal basis for data processing is contractual requirements and the consequent fulfilment of legal obligations and also to ensure effective management of business relations;

e) as per articles 24 a, b, c Legislative Decree 196/2003 and 6 b Regulation EU 679/2016 the consent, unexpressed too, is mandatory. In case of denial, Tecnosoft will not guarantee the provisioning of the Services and contractual performance;

f) as per articles 23 and 130 Legislative Decree 196/2003 and 7 Regulation EU 679/2016 the consent is not compulsory and it should be given by a clear affirmative act, informed and distinguished. The consent shall be deemed to be supplied through registration on Tecnosoft web site. In case of denial, Tecnosoft will process Customer's data to provide the contracted services;

h) data contained in the database will not be disclosed to third parties except in the case of express consent by Customer;

i) Tecnosoft don't require to Customer its sensitive data defined as article 26 Legislative Decree 196/2003;

l) data referred point c) may be used by employees, collaborators, shippers, carriers to send material and commercial information only if it is not possible to send it using technology tools to guarantee the confidentiality. The Customer data will not be otherwise communicated or accessible to third parties, meaning yo give knowledge to undetermined people by any means including by making available for consultation, except the cases permitted by law or wit Customer explicit consent;

m) Tecnosoft will process personal data to fulfil the above purposes whenever necessary and for a period not exceeding 10 years after the Contract ending. In addition, personal data processed for marketing purposes will be kept in compliance with the principle of proportionality and, in any case, until the purposes of the processing have been pursued or until the specific consent by Customer occurs;

n) the Customer is entitled to exercise the rights to provide for by art. 7 of Legislative Decree 196/2003 and the Customer may exercise these by contacting Controller of Personal Data Handling at Tecnosoft headquarter indicated above or by sending an email to tecnosoft@tecnosoft.eu;

o) the Customer, if applicable, is entitle to exercise the rights to provide for by articles 16 – 21 Regulation EU 679/2016, in particular right of rectification, right to be forgotten, right to limit the processing, right to data portability, as well as the right to lodge a complaint with the Authority for the Protection of personal data in relation to the processing referred to in this statement.

By signing this Agreement, the Customer acknowledges the above information and authorizes, therefore, the processing of its personal data, in the terms above, pursuant to and for the purposes of the Legislative Decree 196/2003 and the Regulation EU 679/2016.

The CUSTOMER declares that he has carefully read and understood all the articles of this AGREEMENT and accept them as they comply with the agreements entered into.

Tecnosoft S.r.l.

The Customer (date, stamp, signature)

As per articles 1341 and 1342 of Italian Civil Code the Customer declares he has carefully read and specifically approve the following clauses: 2. Procedure of purchasing and Supplier acceptance reservation's; 3. Price and conditions of payment; 5. Transfer of risk; 6. Warranty; 8. Intellectual property rights; 9. Liability; 10 Export restrictions; 11. Jurisdiction; 13. Non-Transferability of rights; 16. Privacy Policy.

Tecnosoft S.r.l.

The Customer (date, stamp, signature)