

1. Scope and Applicability. These General Terms & Conditions of Supply (hereinafter "General Terms") shall apply between PRIMA ELECTRO S.p.a. (hereinafter "PRIMA") and its customers (hereinafter "Customer's") with respect to any sale of products supplied by PRIMA, including parts of products, Software and services, except for what specifically set forth by the "Extended Care Agreement" (hereinafter collectively "Products"). Terms and conditions set forth in PRIMA's offer or order confirmation, in case of conflict with those herein set forth, shall prevail. No other amendment to these General Terms shall be valid unless accepted in writing by an authorized PRIMA's representative. Any different or further conditions included in the order or in any other document formed by the Customer shall be considered invalid.

2. Offers. PRIMA written offers are valid for the period therein set forth and, in lack of any indication, the validity of the offers is 30 (thirty) days from their issuing. PRIMA reserves the right to modify the proposed conditions until PRIMA orders' confirmation, whose conditions, therefore, if in contrast with the offer, shall prevail.

3. Orders Confirmation. Purchase orders shall be sent to PRIMA in writing and shall only be binding on PRIMA upon their written confirmation by PRIMA and at the terms and conditions set forth in such confirmation, together with those set forth in the General Terms and those set forth in PRIMA's offer, if not different, according with artt. 1 and 2 above. PRIMA's order confirmation shall be considered accepted by the Customer upon its acceptance in all legal ways and in lack of any written objection within 3 (three) days from its sending to the Customer.

4. Orders Forecast. In case of supply of customized Products, the forecast, split into each single Product, is to be submitted in writing to PRIMA at least one quarter before the beginning of each calendar semester (i.e. within 31st March and 30th of September) or within the different term set forth in PRIMA's offer, bearing the Customer's purchase forecast for the relevant calendar semester (i.e. 1st July to 31st December and 1st January to 30th June) or for the different term set forth in PRIMA's offer. PRIMA bases its purchases and manufacturing upon the Customer's forecasts, therefore the Customer undertakes to purchase the forecasted Products within the relevant semester or within the different term set forth in PRIMA's offer. Purchase orders are subject to ordinary proceeding set forth above and PRIMA undertakes no liability whatsoever in case the orders exceed the forecast.

5. Orders Cancellation and Assignment. After PRIMA orders' confirmation issuing, orders may be cancelled by Customer upon PRIMA's written consent only and at the conditions set forth by PRIMA on a case by case basis. In general orders' cancellation shall be requested in writing and the cancellation conditions possibly set forth by PRIMA depend on the expenses incurred and commitments undertaken by PRIMA at the date of receipt of Customers' written cancellation request. The Customer is not entitled to assign the contract, or any of its obligations, to any other subject without PRIMA's prior written consent.

6. Products Delivery. Products shall be delivered EXW Incoterms ICC2010 PRIMA premises in Moncalieri (TO) or Barone Canavese (TO), Italy, as set forth in PRIMA's offer or order confirmation. Should PRIMA appoint a carrier, this shall be considered done on behalf of the Customer, therefore the passing of risk and the other consequences of above delivery term shall not be altered thereby and the Customer shall remain fully responsible for all damages attributable to transport. Such possible damages shall be noticed by the Customer to the carrier, upon Products' delivery, by means of an express written reservation on the delivery documents, and to PRIMA, by means of a detailed and written notice thereof to be received by PRIMA no later than 15 (fifteen) days from delivery. The present condition attributing to Customer all transport costs and risks applies to all Products (and parts) deliveries, including Products (and parts) to be delivered in connection with repair or substitution. Any costs possibly paid by PRIMA on behalf of the Customer in connection with delivery shall be debited to the Customer in the relevant invoice. Delivery dates are indicative only; anyway in case of agreement on a binding delivery date and of delay attributable to PRIMA, the latter shall only be responsible, as liquidated damages, to pay, after a two weeks delay de grace, 0,2% of the net price of the Products delayed per each entire week of delay, within the maximum limit of 2%, penalty that applies also to contracts' termination for causes attributable to PRIMA. As set forth by art. 15, PRIMA is entitled to withhold or cancel deliveries at any time if the Customer is not regularly fulfilling its payment obligations, even for different supplies, or anyhow considers it justified based on the Customer's financial situation or state of indebtedness. PRIMA shall not be liable for any damage to or loss of the Products, including as a result of fire or theft, that shall occur after the notice to the Customer that the goods are ready for delivery.

7. Packaging. Unless otherwise specified by PRIMA in the offer or order confirmation, Products' price include standard PRIMA packaging. Different or additional packaging requested by the Customer or by the carrier appointed by the Customer or on behalf of the Customer shall entitle PRIMA to charge the related cost to the Customer.

8. Warranty. Products shall be in compliance with the Products' technical specifications set forth in the offer and in the order confirmation and/or in the technical documentation and therefore free from any faults attributable to PRIMA in design, material or workmanship. The Customer shall be entirely responsible for the use it makes of the Products. The warranty period is 18 (eighteen) months from date of delivery of Products to the Customer, unless otherwise set forth in the offer or in the order confirmation, provided that the Products are installed and at all times handled properly and anyhow following PRIMA's instructions. To benefit of the present warranty the Customer shall inspect the Products promptly upon delivery and shall notify to PRIMA any defects, in detail and in writing, within 15 (fifteen) days from delivery or, in case of hidden defects, from discovery (and anyhow within the warranty term set forth above). In case of warranted defects, PRIMA undertakes to perform warranty exclusively by means of the remedies herein set forth, i.e. to replace or repair, at its own choice, the defective Products at PRIMA's premises, free of charge for the Customer (though being all packaging and transportation costs at Customer's charge). All Products' returns to PRIMA shall be authorized by PRIMA upon a specific written request thereof by the Customer

and are subject to a RMA number attribution by PRIMA and at the conditions set forth in the RMA form. The defective Products shall be returned to PRIMA's premises, as specified in the RMA authorization, at the Customer's expenses and in the original packaging. All transport documents shall bear the RMA number (that the Customer has to obtain from PRIMA) and refer to the transport documents issued by PRIMA for the original delivery. Products returned in breach of the present conditions or damaged will be rejected. Should the new substitutive Products be anticipated, at its own choice, by PRIMA, the Customer may be bound, at PRIMA's own discretion, to pay a deposit and anyhow to deliver to PRIMA the defective Products. Should such Products not be found defective by PRIMA, or found damaged or affected by different defects than the warranted ones or not be delivered to PRIMA at the above conditions within 2 (two) months from substitution performance by PRIMA, the Customer shall be bound to pay to PRIMA the full in force price of substitutive Products anticipated by PRIMA. Any repaired or substituted Product (or part) shall be warranted for 180 (hundred and eighty) days from PRIMA's repair or substitution, limited to 90 (ninety) days for products declared as obsolete, or until the end of the Product's original warranty period, whichever term expires later. In case of substitution, the substituted defective Products (or parts) shall become PRIMA's property, unless the substitutive Products have been fully paid by the Customer, as set forth above. Should the Products' defect be represented by Software errors, the Customer shall notify such defects to PRIMA as set forth above and PRIMA shall attempt to correct such errors. Should the error cause the Products to be unusable, Customer's defects notice to PRIMA shall state so and therefore PRIMA shall use its reasonable commercial efforts to correct as soon as possible such error or to provide a patch or bypass such error. PRIMA does not warrant or represent that all errors can be corrected. To allow PRIMA perform its warranty obligations, the Customer shall provide all such reasonable assistance as PRIMA may request, including telecommunication connections (if available) and provision of sample output and other diagnostics information. All warranty interventions shall be performed by PRIMA at its premises and PRIMA shall have no obligations to make on-site visits, unless otherwise agreed between the parties and anyhow upon reimbursement of travel and living expenses. In no cases PRIMA may be held responsible for any loss of Customer's data stored in the Products submitted to PRIMA as herein set forth. PRIMA shall only be bound to provide the exclusive remedies set forth in the present General Terms, that shall be in lieu of all other remedies available at law, PRIMA shall therefore not be liable for any additional costs and expenses incurred by the Customer or for any damages (including loss of profits) arising out of the use or inability to use any Products: PRIMA DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVISE GIVEN BY PRIMA, ITS DISTRIBUTORS, AGENTS, EMPLOYEES CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVISE. PRIMA IS NOT REQUIRED TO PROVIDE ANY STATEMENTS ON THE PREFERENTIAL ORIGIN OF PRODUCTS.

9. Customer's design and instructions. Warranty for faults in design is excluded if the Products are requested by the Customer to be in compliance with the Customer's own design and in general warranty is excluded each time the defects are a consequence of Customer's instructions to PRIMA.

10. Services at Time & Materials. PRIMA may agree to provide development services on a daily or hourly fee, at the price set forth in the order confirmation, that shall not include travel and living expenses that shall be for the Customer's charge. Such services shall be performed by PRIMA under the Customer's direction, without prejudice to the fact that by providing such services PRIMA shall not be obligated to reach any specific result, nor obligation to assign any of PRIMA's intellectual property right or additional software; unless otherwise agreed in writing with the Customer, PRIMA shall be the exclusive owner of any intellectual property right created or modified during such services, which will be subject to a license to the Customer limited to its use in combination with the Products. The Customer undertakes to appoint a technical responsible to be PRIMA's contact in such services. Even if the offer and/or order confirmation expressly indicates the persons appointed by PRIMA for the performance of the services, PRIMA in order to respond to its new needs reserves itself the right to replace the appointed personnel with similarly experienced persons.

11. Software. Unless otherwise specified by PRIMA in the offer or order confirmation, PRIMA grants to the Customer a perpetual, non-exclusive, limited license to use software as part of the Products (hereinafter "Software") and shall remain the exclusive property of PRIMA and/or of its licensors, if any. In this second case the Customer shall be subject to PRIMA's licensor's conditions, unless otherwise agreed in writing between the parties. On this regard, the Customer shall respect the license terms of PRIMA's software licensor, which expressly states to know and accept, and to indemnify and hold PRIMA harmless from any claim of damages, counterclaim or objection raised by third parties that PRIMA should receive in respect of any breach to these conditions by the Customer or any of its clients or third parties to whom the Product has been provided by the Customer and/or its customers. The Customer has no right in the Software except for its use embedded in or in conjunction with the Products for the number of users limited (or unlimited depending on the case) set forth in PRIMA's offer or order confirmation. The Customer shall therefore not copy, modify, translate or anyhow use the Software for any other purpose than the preceding without PRIMA's written consent and anyhow any copies thereof made by the Customer shall be owned by PRIMA and/or its licensors, as well as any modifications or translations of the Software made by the Customer. To the extent required to vest such copyright in PRIMA and its licensors, the Customer hereby assigns all such copyrights to PRIMA and/or its licensors.

12. Intellectual Property Rights. Commercial References. A part from what specifically set forth above regarding Software and unless otherwise agreed in writing between the parties, PRIMA retains ownership in any and all industrial and intellectual property right connected with the Products, including, but not limited to, designs and drawings, ideas, processes, methods and inventions, patentable or otherwise, together with patterns, know-

how, skills and techniques, tooling-up and all other Products' descriptive technical documentation. Therefore the sale of any Product by PRIMA shall not in any way confer upon to the Customer, or upon anyone claiming under the Customer, any express or implied license to any intellectual property rights of PRIMA or of its licensors, unless otherwise agreed between the parties in writing. All the Products shall be used and integrated by the Customer bearing PRIMA's trademarks only. Sales under different trademarks, unless authorized in writing by PRIMA, are not allowed. Customers shall not have to reproduce the manuals of the Products, unless authorized in writing by PRIMA and towards the requested fees. The Client hereby authorizes PRIMA to mention its company name in commercial references for promotional purposes.

13. Software Updates. PRIMA may, at its own discretion, provide to Customer with any and all updates, error corrections and new releases of the Software and, in such cases, the Customer is bound to install them.

14. Prices. All prices are exclusive of all applicable taxes of any kind, as well as of transportation and insurance charges and of custom duties, that may be stated separately on the invoices. PRIMA's price list is issued for information only and is subject to change without notice, it shall therefore not be considered as a final quotation or sale's offer: the Products' prices are subject to confirmation by PRIMA in its offers and definitively in its order confirmations.

15. Payments. All payments shall be effected in EURO no later than 30 days from the date of the invoice, unless otherwise set forth in PRIMA's offer or order confirmation. In the event of delayed payments, interest will accrue at the rate set forth in article 5 of Legislative Decree 231/2002. As set forth by art. 6, should any delay in payment occur, PRIMA shall be entitled to terminate or withhold, in whole or in part, any pending deliveries or orders' confirmations, even for different supplies. In case of delayed payment, PRIMA shall also be entitled to attribute payments to any outstanding invoice, event differently from the Customer's indications. The Customer is not entitled to compensate any debt towards PRIMA with any alleged credit towards the latter.

16. Retention of title. PRIMA retains full title to the delivered Products until PRIMA has received full payment for such Products. The Customer undertakes to perform any and all fulfilments possibly set forth in its Country to allow PRIMA enforce such retention of title even towards the Customers' creditors. As set forth by art. 6, risks for Products' loss or damages occurred after PRIMA has delivered the Products shall be the Customer's responsibility.

17. Force Majeure. PRIMA shall not be liable for failure to perform its obligations due to the occurrence of conditions not under its direct control. This includes, among others: natural events, including earthquake and flooding, military or civil authority unrest, fire, epidemic, war, insurrection, embargo, energy restrictions, transportation disorders, strikes (including company strikes) and any cause not resulting directly from PRIMA. If delays should occur, delivery dates shall be postponed for the time necessary to eliminate the causes of delay.

18. Confidentiality. The Customer shall maintain as confidential and refrain from using any information of a confidential nature of PRIMA. In particular PRIMA considers the Software and hardware design documentation to contain valuable trade secrets of PRIMA and his licensors, the disclosure of which, unless authorized by PRIMA in writing, could cause irreparable harm to PRIMA and its licensors. Therefore the Customer undertakes not to disclose such information, including the Software and any of its components, to any third parties, not to divulge it and not to use it other than for the purposes authorized by PRIMA and, in such a case, by requesting the Customer to protect, under the Customer's responsibility, the disclosure of any confidential information to its customers and third parties with the same level of protection by which the Customer is bound. This confidentiality obligation shall continue even after any termination of the contract(s) with PRIMA.

19. Export Control and Other Legislative Requirements / Restrictions. The Products may be subject to laws governing their export or be subject to other legislative requirements/restrictions in Italy, in the country of the Customer or of its customers. The Customer is therefore responsible for the export of the Products and shall hold PRIMA harmless of any and all obligations and fulfilment thereof and from any and all responsibilities, including damages, deriving to the Customer or to the latter's customers in connection with the above rules and procedures.

20. Survival. The following paragraphs continue to be valid after any termination of the contract(s) with PRIMA: (11) Software, (12) Intellectual Property Rights, (18) Confidentiality, (19) Export Control and Other Legislative Requirements/ Restrictions.

21. Disputes. The present General Terms and any and all contracts entered into between PRIMA and the Customer shall be subject to Italian law and all disputes arising out or in connection with the present General Terms and any and all contracts entered into between PRIMA and the Customer shall be exclusively settled by: a. (applying to EU Customers only) the Court of Torino or b. (applying to extra - EU Customers only) arbitration under the rules of arbitration of the Piedmont Arbitration Chamber.

22. Privacy. Customer hereby authorizes PRIMA to process its personal data with the aim of pursuing the scopes strictly related to the performance of the services, pursuant to the attached informative report according to articles 13 and 14 of Regulation (EU) 2016/679. All personal data provided by the Client will be processed in compliance with current privacy regulations; therefore PRIMA will treat them according to principles of correctness, lawfulness, transparency, in respect to the purposes indicated below, collecting them to the extent necessary and accurate for treatment, using them only as personal for the purposes authorized and trained and in order to guarantee you the necessary confidentiality of information provided. In particular, PRIMA may use Client data for:

- complying with legal provisions in civil law and tax legislation, as well as rules, codes or procedures approved by Authorities and other competent institutions (eg: tax and tax assessments, anti-money laundering)
- allowing technical and economic regulatory management of the contractual relationship;
- asserting or defending a right in front of the judicial authorities, as well as in administrative or arbitration and conciliation procedures in cases provided by law, by Union legislation European, by regulations.

The processing of the data above is necessary for the execution of services indicated in these General Conditions. Personal data can be communicated to Companies of the Group; Third parties (i.e. credit institutions, professional firms, consultants, etc.) carrying out activities in outsourcing on behalf of the Owner, in their qualities as external managers of the treatment; Judicial authorities, Insurance company for the provision of insurance services, as well as those subjects to whom the communication is mandatory by law.

PRIMA is considered as Controller of Personal data Processing. In this capacity the Company is responsible to ensure the application of organizational and technical measures necessary and adequate for the protection of Client data. PRIMA Headquarter is in Strada Carignano 48/2—10024 Moncalieri (TO) - Italy. PRIMA has designated the Data Protection Officer who is in charge of ensuring compliance with the rules for Client privacy protection and shall be contacted for matters concerning your data processing at the following dedicated e-mail address: dpo@primaindustrie.com.

PRIMA guarantees the Customer the possibility to:

- obtain confirmation of the existence or lack of your personal data and their copy in intelligible form;
- obtain the updating, correction or integration of your data;
- request the deletion of its data, within the terms permitted by law, or request to be anonymised;
- reject, in whole or in part, for legitimate reasons, the processing of its personal data;
- limit the processing, in case of violation, request for rectification or opposition;
- request the portability of electronically processed data, provided on the basis of consent or contract;
- withdraw the consent to its data processing, if required.

The giving of personal data is optional, however refusal may lead to the partial or non-performance of the services. The data may be communicated to, or come to the knowledge of, third parties, data processors and persons in charge of the processing, both in Italy and abroad, such suppliers, consultants, co-workers and employees of PRIMA and of other companies controlled or anyhow participated by PRIMA or companies that control PRIMA or under common control, in the ordinary PRIMA's activities (i.e. Organizational, accounting, financial, administrative) strictly related to the services performed under these General Terms, and in any case so as to guarantee their safety and confidence, through protective measures which prevent the access to data from unauthorized persons. As indicated in the attached informative report, the data controller is Prima Electro S.p.A., with registered offices in Strada Carignano 48, Moncalieri (TO), and data processor in case of exercise of data subject's rights is the Responsible of the Information Systems (e-mail: privacy@primaelectro.com - tel.: +39 011 9899 728 - fax: +39 011 9899 705), to which data subjects may require, as set forth by art. 7 of Legislative Decree 196/2003, mainly the confirmation of the existence of their data, the communication thereof, the indication of the related origin and of the purposes, method and logic of the processing, the identification data of the data controller and of any data processors and persons to whom data may be communicated or that may come to the data's knowledge, the update, rectification and integration of the data and, in the case of data processed unlawfully, the erasure, transformation into anonymous form or blocking thereof, as well as object, in whole or in part, to the data processing for lawful reasons.