

GENERAL TERMS AND CONDITIONS OF BUSINESS

1 – Scope and application of the General Terms and Conditions of Business.

1.1 These General Terms and Conditions of Business are the sole and exclusive business terms which shall apply to all offers, quotes, orders, contracts, agreements, deliveries, services and other legal transactions between Elettroresin s.r.l., with registered offices at Via Della Conca 2 A - 63100 Ascoli Piceno, Italy (Vat n° 00443120449) (hereinafter “**Elettroresin**”) and its business partner, hereinafter referred to as **Customer** (hereinafter jointly referred to as the “**Parties**”).

1.2 Any amendment to these General Terms and Conditions of Business shall not be applicable and valid between the Parties unless priorly approved in writing by Elettroresin.

1.3 The Customer acknowledges that any conflicting or divergent terms of purchase or other restrictions or provisions of the Customer deviating from these General Terms and Conditions of Business, even if they are referenced in any document, proposal, quotation or whichever communication exchanged between Elettroresin and the Customer and/or otherwise known to Elettroresin, shall not be valid and will not be accepted by Elettroresin even if it does not expressly object to such terms and conditions.

1.4 These General Terms and Conditions of Business apply in the version in effect at the time the business transaction is concluded. The latest updated version is provided in writing and is available and downloadable at www.elettroresin.it.

2 – Conclusion of the Contract.

2.1 No purchase order (“**Order**”) for products issued by the Customer shall be binding upon Elettroresin unless accepted and confirmed by the latter in writing.

2.2 A sales contract (“**Contract**”) is deemed to have been entered into and shall become valid and binding between Elettroresin and the Customer only upon: (i) the issuance of a written purchase order confirmation (“**Order Confirmation**”) by Elettroresin to the Customer following the receipt of a an Order by the latter, or (ii) the issuance to Elettroresin of a written sales offer acceptance from the Customer (“**Offer Acceptance**”) following the receipt of an offer quotation by Elettroresin (the “**Sales Offer**”).

2.3 Should the terms and conditions referenced in the Order differ from those referenced in Elettroresin’s Order Confirmation, then the latter are regarded as a new Sales Offer and the Contract is deemed accepted by the Customer under the terms and conditions referenced therein unless the Customer objects thereto within 5 (five) calendar days from the receipt of said Order Confirmation.

3. – Products.

3.1 Details regarding the products contained in Elettroresin’s brochures, price lists, catalogues and offers (including, without limitations, weights, dimensions, tolerances and technical data) as well as the descriptions of the same (including, without limitation, drawings and pictures) and the documentation associated therewith, in whichever form they are provided with, are only approximately authoritative and shall not be binding towards Elettroresin, unless the Parties expressly agree that a use for the contractually intended purpose requires and exact conformity or in any case unless there has been some assurance in writing provided to this effect within the Order Confirmation. All that is represented within such illustrative material and the offers does not constitute a declaration of guarantee with respect to quality, but mere descriptions and characterisations of the goods and services. Models or samples are illustrative material and are provided without assuming any legal obligation and without creating any binding obligation with regard to such models or samples.

3.2 Elettroresin may modify the products at any time, as it may deem necessary or appropriate, thus informing the Customer thereof. Any modification or adjustment to the product bearing a substantial nature requires the Customer’s prior approval. Any possible deviations customary in the industry and changes that are implemented due to regulatory requirements, or which represent technical improvements are permitted as long as they do not affect the usability of the relevant good for the contractually intended purpose.

4 - Price and payment terms.

4.1 Purchase prices are those indicated within the Order Confirmation or in the Sales Offer issued by Elettroresin and accepted by the Customer.

4.2 Unless otherwise agreed in writing, purchase prices are quoted in Euros, Ex Works (Incoterms 2022) at Elettroresin’s premises or distribution warehouse and are exclusive of VAT whereby they include normal packaging. Customer bears the costs of shipping.

4.3 Elettroresin shall be entitled to adapt its product prices by notifying the Customer thereof one month prior to the delivery of the same in case of increases related to costs deemed beyond Elettroresin’s control including, but not limited to, exchange rate fluctuations, currency regulations, customs duties, increases related to manufacturing costs, changes concerning the cost of production material, or raw

material prices, energy costs, labour costs or whichever other cost increase related to the supply delivery chain. In any case, if modifications to the products to be delivered are agreed after the Order Confirmation, Elettroresin shall have the right to unilaterally adjust the price accordingly.

4.4 Elettroresin shall issue an invoice corresponding to the price of the products upon their actual delivery. Unless the Order Confirmation and related invoice states otherwise, payments shall be made by bank transfer within 30 days from the date of issuance to the bank account provided therein. Any claim whatsoever regarding the formal regularity of the invoice must be notified to Elettroresin within 3 (three) working days from the receipt of the relevant invoice. Once this period has expired the Customer shall be deemed to have accepted the invoice. In any event, the Customer shall not be entitled to withhold any discounts or deductions, nor to offset any counterclaims or payments whatsoever against Elettroresin.

4.5 Failure by the Customer to pay even one single invoice shall cause the withdrawal of any beneficial terms of payment in its favour, thus entitling Elettroresin to claim the immediate outright payment of all and any of its credits towards the Customer.

4.6 Failure by the Customer to pay even one single invoice shall entitle Elettroresin to cancel any existing Contract with the Customer pursuant to article 1456 of the Italian Civil Code and to suspend the execution of any supply and/or delivery of products, without prejudice to Elettroresin’s right to claim full compensation for all and any damages resulting from the Customer’s default or late-payment. Any delays in the execution of Orders or deliveries determined by previous production stoppage caused by the Customer’s missed payments shall not constitute breach or non-fulfilment of Elettroresin’s obligations.

4.7 Any claims whatsoever arising between the Parties shall not release the Customer from the obligation to comply with the terms and conditions of payment indicated in the relevant invoice referred to the Order Confirmation.

4.8 Any delay or irregularity in the payments by the Customer shall entitle Elettroresin towards the Customer:

- a) to suspend delivery terms and delay pending deliveries until outstanding payments have been performed by the Customer after setting a deadline, without prejudice to Elettroresin’s right to claim full compensation for all and any damages resulting from Customer’s late payment. In the event of continued non-performance and expiry of said payment deadline Elettroresin is entitled to terminate the Contract without reminder pursuant to article 1456 of the Italian Civil Code without prejudice to claim full compensation for all and any damages resulting from the Customer’s default;
- b) to request a change in the payment method (e.g., including requests for advance payment or the issuing of further guarantees);
- c) to automatically charge the current interest rate on late payments pursuant to the EU legislation on commercial transactions without prejudice to Elettroresin’s right to claim full compensation for all and any damages resulting from the Customer’s default or late payment.

5 – Delivery periods.

5.1 Unless a delivery date is explicitly agreed as binding within the Order Confirmation, any agreed delivery dates shall be of indicative nature only.

5.2 Delivery terms are automatically extended without Customer being entitled to any claim for damages ensued thereof, should any of the following circumstances occur:

- a) where the Customer is in default providing technical data or materials deemed necessary for the supply, or if it requires deviations or changes in the ordered products when the Order is already being processed, or in case of delay or failure to reply to the request of approval of designs or executive layouts;
- b) where the delivery of products is hindered or becomes overly expensive or burdensome due to events and circumstances of Force Majeure (as defined at the below paragraph 9), in which case Elettroresin will be entitled to suspend performance of its obligations for the duration thereof or, in as far as the duration of such hindrance is unforeseeable, or if it becomes impossible or unreasonable for Elettroresin to perform the delivery, Elettroresin shall be entitled to withdraw from the Contract by giving notice thereof in writing to the Customer, without the latter being entitled to any claim or damage whatsoever.

5.3 Where the Customer is in default regarding the collection or acceptance of the products, the risk and liability shall pass to the Customer upon Elettroresin’s notification that the products are ready for dispatch or pickup. This applies irrespective of whether or not dispatch takes place at the place of performance and of which party is to bear the transportation costs. In such events delivery shall be deemed to have taken place and Elettroresin shall be entitled to invoice such delivery and payment terms shall apply pursuant to the above paragraph 4.

5.4 In the event the Contract between the Parties is terminated, for whichever reason, the Customer undertakes to collect the ordered products held in stock by Elettroresin and/or the goods which upon termination of the Contract are still undergoing their manufacturing process within 90 days. Upon expiry of said 90-day term Elettroresin shall be entitled to deliver the goods to the Customer and to receive payment thereof.

6 - Delivery terms. Transfer of risk. Packaging.

6.1 Unless otherwise agreed upon in writing between the Parties all deliveries shall be EXW (Incoterms 2022) Elettroresin's premises, factory or distribution warehouse, *i.e.*, delivery is deemed to occur at the latest when the delivered products are handed over to the forwarding agent, the carrier or the person or company otherwise designated to carry out the shipment.

6.2 In the event that by way of specific agreement between the Parties, shipment is arranged in whole or in part by Elettroresin, delivery is deemed to have taken place at Elettroresin's premises, factory or distribution warehouse; should the Customer fail to provide for specific instructions, Elettroresin shall not be held liable either for the selected mode of transport, nor for the shipment rates applied by carriers or forwarding agents.

6.3 In the event that, upon explicit agreement of the Parties, as the case may be, transportation costs are to be borne by Elettroresin, then Elettroresin reserves the right to select the mode of transport; should the Customer wish for a different arrangement, any additional costs incurred into by Elettroresin to this effect shall be entirely borne by the Customer.

6.4 Risk of loss, theft, damage or deterioration of the products is transferred to the Customer upon delivery of the products at Elettroresin's premises, factory or distribution warehouse (EXW Incoterms 2022). Therefore, in case the product is lost, stolen or in other way damaged after the delivery of product, the Customer will still be required to pay Elettroresin all amounts due under the Contract as if the event had not occurred, thus excluding any provision to the contrary.

6.5 The Customer shall be obliged to collect or accept the products immediately after being notified that they are ready for dispatch. Date of delivery is the time of handover of the products to the forwarder, the carrier or other person or company otherwise designated to carry out the shipment.

6.6 If the loading or transport of the products, or in case of an agreed pick up, pick up of the goods is delayed for reasons for which the Customer is responsible, Elettroresin shall have the right to store the products at its own discretion at the expense and risk of the Customer, to take all measures considered necessary to preserve the products and to invoice the products as delivered. Elettroresin shall nonetheless not be liable for any delays, loss or damage in transit as the passage of risk occurs.

6.7 Only upon explicit request by and at the Customer's own costs Elettroresin shall ensure shipment in the name and interest of the Customer itself.

6.8 Products shall be provided with suitable packaging according to Elettroresin's standards. Any special packaging or shipping requests of the Customer shall be agreed upon by the Parties and shipping costs and expenses associated thereto shall be separately invoiced to the Customer. Elettroresin shall under no event or circumstances whatsoever be held liable for any direct or indirect damages possibly caused to the products during shipping.

7 – Penalty for late delivery.

7.1 Insofar as damages are not caused by wilful misconduct or gross negligence, under no circumstances shall Elettroresin be held liable for direct or indirect damages caused by its own delay or failure to perform, except for liquidated damages equal to 0,2 % of the price of the late Order for each day of delay, to be calculated as of the expiry of a 15 day grace period in favour of Elettroresin from the agreed delivery date, but not exceeding the maximum amount of 3% of the price of the supply out of which the claim arose, excluding any other charge upon Elettroresin.

7.2 In case the Customer intends to apply the liquidated damages for late delivery, he must provide written notification to Elettroresin within the mandatory term of ten days from receipt of the delayed goods. In the event of failure to provide written notification within the specified term, the Customer shall lose any right to request payment of such liquidated damages.

8 – Retention of title.

8.1 Elettroresin shall retain title on the products until they are paid in full by the Customer, *i.e.*, including all secondary costs such as, by mere way of example, interests, charges, duties, expenses, etc. The ownership of the products therefore remains solely with Elettroresin until all sums owed by the Customer are paid.

8.2 The Customer undertakes to store and safeguard the products as soon as they are made available to it upon delivery and until all claims have been fulfilled including the outstanding balance claims due to Elettroresin in the framework of the business relationship. Elettroresin shall be entitled to inspect and examine the products at all times also through its staff and/or personnel at Customer's premises.

8.3 The Customer is prohibited from selling, donating, exchanging, disposing of or otherwise assigning, or at any rate granting third party use, pledging, mortgaging or in any other way altering or creating liens or assignments of title as securities on the relevant product subject to the reservation of title until purchase price is paid up in full.

8.4 The Customer shall be entitled to resell the goods subject to the reservation of title within the normal course of business, provided that it reserves title and transfers Elettroresin any claims arising out of the resale the Customer by way of security.

8.5 The Customer shall inform Elettroresin immediately in writing of any seizure or any other attachment by a third party on the purchased products, as it shall immediately implement and execute all and any measures deemed necessary or required in order to remove such measures thus allowing for Elettroresin to enforce its ownership rights before the competent judicial authority. The Customer shall bear any costs necessary to suspend such seizure or attachment or return the reserved property.

9 - Unforeseeable circumstances – Force majeure.

9.1 Elettroresin shall not be liable for any non-performance and/or delay in performance of the contractually agreed obligations that result from unforeseen circumstances or *force majeure* or otherwise to unforeseeable and inevitable events or which, in any case, even after acting with due diligence, are beyond its reasonable control. Events that constitute unforeseeable circumstances are unexpected or inevitable events including but not limited to: disturbances, such as strikes, riots, disorders, shortages of labour, lockouts, shortage of energy and/or raw materials, currency crises, fires, earthquakes, floods, wars, embargos, military actions, pandemics, epidemics, enactments passed by the authorities of interruptions of operations or transit, breakdowns or malfunctioning of essential equipment and systems or other particular technical failures beyond Elettroresin's reasonable control, including delays or defaults of sub-contractors.

9.2 In such circumstances Elettroresin shall be temporarily relieved from its obligations during the period of time such events continue to persist and to the extent its obligations are affected.

10 - Warranty for defects. Notification of defects. Returns.

10.1 Elettroresin is only liable towards the Customer for the proper execution of the Order Confirmation (or for the Sales Offer and related Acceptance) and warrants that the products materially conform to the relevant drawings, specifications and technical descriptions indicated therein, and their compliance to applicable safety standards and regulations currently in force upon market placement in Italy. Elettroresin does not assume any responsibility for the compliance with other national regulations. Where the products are to be used in other countries, it is the responsibility of the Customer to ensure that the goods are in conformity with the relevant statutory regulations and standards and make the required adjustments if necessary. The Customer agrees and undertakes not to use the products for any purpose other than that of their intended use, and not to modify their construction or operation.

10.2 Elettroresin makes no representation or warranties whatsoever with respect to the products including, without limitation, any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title or warranty against infringement of intellectual property rights of a third party. The quality of the products is exclusively determined by their ordinary use for which they are expressly intended or by their conventional use. Any other characteristic is not covered by any product quality assurance.

10.3 The Customer hereby declares to release Elettroresin from all and any responsibility for any damage to things or persons which may derive from the incorrect use and positioning of the materials, *i.e.* activities which lie outside the sphere of action of Elettroresin and with regard to which Elettroresin undertakes no obligation either towards the Customer nor towards third parties.

10.4 The warranty for construction defects is limited to those attributable to flaws in materials used or to design and construction defects ascribable to Elettroresin.

10.5 The warranty obligation for defects shall expire if the Customer has used or handled the products incorrectly or irrespective of Elettroresin's instructions, if the products were disassembled and/or modified and/or replaced and/or repaired and/or altered without Elettroresin's authorization or defects are due to normal wear and tear, negligence and/or mishandling on part of the Customer and/or his appointees and/or third parties, or if the products have been returned without their original identification label or have been poorly stored and managed, tampered with or knocked, or their electrical components have been subject to voltage fluctuations or have been connected improperly.

10.6 The applicability of the warranty on purchased products is dependent upon full payment for such products.

10.7 Customer shall inspect the products immediately upon receipt for intactness and completeness and verify that they are free from any external or otherwise visible defects or lack of conformities with respect to the Order and the Order Confirmation or to the Sales Offer and Offer Acceptance. Claims for defects shall only exist if defects are notified in writing no later than 10 (ten) days after the delivery of the products (so-called apparent defects); concealed defects must be notified in writing within 10 (ten) days after detection, and in all cases before expiry of the agreed period of limitation. In the event of failure by the Customer to notify claims within said term products shall be deemed to have been accepted to

all legal effects and purposes with consequent forfeiture of its right to claim any lack of or non-conformity of the products. Customer bears the burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time the defect is discovered and for timely notification thereof.

10.8 Provided that the Customer has presented a justified and orderly notice of the defects pursuant to paragraph 10.7 above, in the event the warranty applies Elettroresin shall meet its obligation under the warranty within a reasonable time-limit, and may decide at its own discretion whether to:

- a) repair the defective products;
- b) supply, free of charge at the Customer's head office, products of the same type and in the same quantity as those that have proven to be defective;
- c) issue a credit note in favour of the Customer for a sum corresponding to the value specified in the invoice for the returned products.

In cases a), b) and c), Elettroresin may request the return of the defective products, in which case the product must be returned intact, with integral packaging and complete in all its parts (including accompanying documentation and product information originally provided inside the packaging, and any accessory equipment). In cases a), b) and c) the Customer will not be entitled to any additional claim for damages.

10.9 Claims for defects and contractual claims of the Customer on account of or in connection with the poor quality of materials or defects of the products shall expire by limitation of twelve months from the date of delivery of the products to the extent that they do not entail claims in respect to defects deriving from normal wear and tear and the ordinary or conventional use of the products or resulting from the Customer's inexperience or negligence or to product parts that due to the composition of their material or the nature of their use, are subject to quick deterioration.

10.10 In the event Elettroresin deems the warranty claim to be ineffective or at any rate that the warranty does not apply, it may provide the Customer with a repair-cost estimate which the Customer is free to decide whether to accept, thus entrusting Elettroresin with the removal of the defects and repair activities, or to have the unrepaired product returned at its own cost or to have it scrapped at its own expense.

10.11 The rectifying of defects or the supply of replacement goods under the warranty shall not cause the warranty period to extend nor the period of limitation to run again.

10.12 Warranty claims shall never entitle the Customer to seek for the cancellation of or for the reduction in quantity of the ordered products nor to claim for any indemnity or compensation.

10.13 The warranty is non-transferable and applies only to the invoice holder.

11 - Limitation of Liability.

11.1 To the extent that this does not conflict with compulsory legal provisions and without prejudice to liability for wilful misconduct or gross negligence of Elettroresin, any and all express or implied warranties not provided for within these General Terms and Conditions of Business are expressly excluded.

11.2 Within the limits set out under the above paragraph, Elettroresin shall not be held liable for any damages caused by the products to the Customer or third parties or to the Customer's or third party's property, and in particular in the event of negligence, incompetence, improper or incorrect use, tampering with the products by the Customer or third parties.

11.3 Elettroresin may be held liable towards the Customer exclusively for the proper functioning and operation of the supplied products with respect to the characteristics and performance levels expressly presented within the Order Confirmation (or in the related Sales Offer and following Acceptance). Elettroresin's liability for damages will be limited to foreseeable damages typical to the Contract at the time it was made. Within the limits set out under the above paragraph 11.2, in no event shall Elettroresin be liable towards the Customer for any consequential, indirect, incidental damages, lost profits or revenues or business chances, nor at any event shall Elettroresin's aggregate liability, for whichever cause or title, arising out of or related to the violation of the Contract subject to these General Terms and Conditions of Business, exceed the total purchase price paid by the Customer for the product which gave rise to the liability.

11.4 In no event shall Elettroresin be held liable for any defective operation of machines or systems manufactured or assembled by the Customer or by third parties using the products supplied by Elettroresin, even when such individual products have been attached to or incorporated to such machines or systems according to the layouts or drawings provided by Elettroresin.

11.5 In no event shall Elettroresin be held liable for any damage caused by the products to any property (be it movable or immovable goods) after the delivery to the Customer. In no event whatsoever shall Elettroresin be held liable for any damage caused to products manufactured by the Customer or to products manufactured with the Customer's products.

11.6 The Customer undertakes and agrees to hold Elettroresin harmless and indemnify it from and against any claims and/or lawsuits raised or filed against Elettroresin by the end customer and/or any third parties in association with alleged defects deriving or caused by the product.

11.7 The Customer shall also indemnify and hold Elettroresin harmless from any claims arising from damages caused by the use or operation of the products due to improper installation, repair, maintenance or operation of the products by the Customer, from the Customer's failure to adequately train its personnel as to the proper operation of the products or from its failure to comply with applicable laws or regulations to this end.

12 - Intellectual property.

12.1 Elettroresin maintains the industrial and intellectual property rights of all drawings, reports, data, projects, manuals and other technical documentation attached to a Sales Offer, an Order Confirmation or to a Contract in case they are created and drafted, in whole or in part, by Elettroresin. Nevertheless, with respect to the drawings, reports, data, projects, manuals and other technical documentation created and drafted, in whole or in part by the Customer and disclosed to Elettroresin for the manufacture and/or sale of products, all the related industrial and intellectual property rights pertain to and owned by the Customer will be granted for use to Elettroresin in the course of the performance of the Contract for the manufacture and sale of the related products. The Customer maintains the sole and exclusive property of such industrial and intellectual rights.

12.2 All industrial and/or intellectual property rights (e.g., patents, trademarks, drawings and models, trade secrets, know-how, copyrights, technical and commercial information regarding products, as well as any software supplied by Elettroresin), relating to the products and/or connected to the same, registered or unregistered, created and/or purchased by Elettroresin before the Contract was entered into and in the course of its performance, are the sole and exclusive property of Elettroresin.

The Customer undertakes to refrain from any conduct and behaviour that may violate or compromise such rights.

12.3 In the event of disputes and/or claims and/or actions raised by third parties alleging the infringement of industrial and/or intellectual property rights relating to the product supplied under the Contract, Elettroresin shall, at its own discretion and bearing costs associated therewith (i) provide the Customer with the entitlement to continue using the product (ii) modify the product so that it does not infringe any third party's industrial and/or intellectual property rights.

12.4 To the extent permitted by law, Elettroresin shall in no way be liable towards the Customer, and the remedies provided for above shall therefore not be applicable, in the event of infringements of third parties' industrial and/or intellectual property rights arising from (a) the modification of products by the Customer and/or its assignees (b) the assembly of products with other products (c) the use of products in processes carried out by the Customer and/or its assignees or (d) Elettroresin's compliance with instructions, drawings, designs and specifications by the Customer. In such cases, the Customer undertakes to indemnify and hold Elettroresin harmless from any damage, expense or liability, for any reason whatsoever, borne by the Customer and/or from any claims by third parties related to the aforementioned cases.

12.5 In the case of counterfeiting by third parties of the products supplied by Elettroresin, or of violation of any rights held by Elettroresin relating to its products, the Customer shall notify Elettroresin, upon becoming aware of such violation in the course of their contractual relations every unauthorised use of the products and/or trademarks and/or patents, and/or designs and/or any other distinctive sign, making all efforts to provide the necessary cooperation, in both judicial and extra-judicial proceedings, for the protection of the industrial and/or intellectual property rights of Elettroresin.

13 - Termination of Contract.

13.1 Elettroresin is entitled to immediately terminate the Contract, pursuant with article 1456 of the Italian Civil Code by notice in writing to the Customer upon the occurrence of any of the following events:

- 1) failure by the Customer to pay or delay of outstanding payments as per the above paragraph 4.4.
- 2) failure by the Customer to accept products in compliance with the terms provided under paragraph 6.5 above.
- 3) failure by the Customer to comply to the provisions under paragraphs 12 and 15.
- 4) the Customer undergoes a liquidation procedure or an insolvency procedure or is declared bankrupt.
- 5) Customer reduces its payment guarantees or does not secure his ability to fulfil payment.

13.2 Following termination of the Contract pursuant to the above paragraph 13.1, Elettroresin is entitled to claim the immediate outright payment of all and any of its credits towards the Customer, and to regain possession from the Customer of its plans, designs, drawings and technical documentation along with all other documentation that is the property of Elettroresin.

14 - Notices.

14.1 Any notice in connection with the Contract shall be in writing, in the English or Italian language, and delivered by e-mail, registered post or courier using an

internationally recognized courier company. Notices to Elettroresin shall be addressed as follows:

Elettroresin Srl,
Via della Conca 2A - 63100 Ascoli Piceno (AP), Italia
e-mail: info@elettroresin.it
pec: amministrazione@pec.elettroresin.it

15 - Confidentiality.

15.1 All non-public, confidential or proprietary information of Elettroresin, including, but not limited to, data, technical knowledge, processes, formulas, know-how (whether patentable or not), developments, inventions, software including source codes; documentation, diagrams, drawings, photos, schemes, formulas, sketches, reliefs, samples, flow-charts, technical, experimental and development work; experiences, technologies, models, prototypes, manuals, methods, databases and other information owned and controlled by Elettroresin; technical solutions deriving from planning, calculation, simulation, construction and development of prototypes; market information, sales, prices and costs, customer lists, inventory data, market and business plans, customer technical-commercial needs, agreements with customers, employees, licensees and suppliers, data and news relating to any aspect of production, disclosed by Elettroresin to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Contract is confidential, solely for the use of performing the Contract and may not be disclosed or copied unless authorized by Elettroresin in writing. Upon Elettroresin's request, Customer shall promptly return all documents and other materials received from Elettroresin. Elettroresin shall be entitled to injunctive relief for any violation of this paragraph. This paragraph shall not apply to information that is:

- (a) in the public domain;
- (b) known to the Customer at the time of disclosure; or
- (c) rightfully obtained by the Customer on a non-confidential basis from a third party.

In turn, Elettroresin undertakes not to disclose to any third party and to treat all data information and material received from the Customer with the utmost confidentiality and not to use such data for purposes other than those for which they were disclosed.

15.2 Such confidential information may only be disclosed by Elettroresin at the specific request of the judicial authority or of any other competent authority.

15.3 The disclosure of confidential information obtained by the Customer will be restricted by Elettroresin to such of its employees, agents and professional advisors or suppliers on a need-to-know basis and provided that they are bound to comply to a similar duty of confidentiality, being nonetheless Elettroresin liable for any violation on their part.

15.4 Elettroresin represents and warrants that it will adopt all and any appropriate protection measures to safeguard the confidentiality of the information and data disclosed by the Customer within its business organization.

16 - Protection of Personal Data.

16.1 Insofar as it is necessary for the carrying out of Elettroresin's obligations, the Customer's personal data shall be handled stored and processed by Elettroresin in full compliance with current legal provisions, especially the EU General Data Protection Regulation (GDPR).

16.2 The collection and processing of personal data shall occur in compliance with the General Data Protection Notice under Article 13 of the GDPR, which is available on Elettroresin's website page www.elettroresin.it under the Privacy Policy section.

16.3 Each Party undertakes to indemnify and hold the other Party harmless from all claims for damages arising from any unlawful processing of personal data resulting from failure to comply with the applicable laws and regulations, especially under the EU General Data Protection Regulation (GDPR).

17 - Place of performance. Place of jurisdiction and applicable law.

17.1 Unless otherwise provided for, the place of performance and fulfilment for all obligations of both Parties to the Contract shall be the place of registered business of Elettroresin in Ascoli Piceno, Italy.

17.2 The place of jurisdiction for any legal suit, action or proceeding arising out of or in connection with the validity, enforcement, interpretation and termination of the Contract and/or the Order and/or the Order Confirmation between Elettroresin and the Customer, and/or of any additional agreement between Elettroresin and the Customer shall be exclusively instituted in the competent Court at Elettroresin's place of business, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding. Elettroresin shall also be entitled to assert its claims and bring an action against the Customer at the Customer's general legal venue.

17.3 All matters arising out of or relating to the Contract and these General Terms and Conditions of Business as well as all legal relationships between Elettroresin and the Customer shall be governed by and construed in accordance with the

Italian law to the exclusion of the "United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980" (CISG).

18 – Miscellaneous.

18.1 Except as expressly provided in this Agreement, no failure or delay by either Party in exercising any right or remedy relating to the Contract and these General Terms and Conditions of Business shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

18.2 The Customer may not assign the Contract, either in whole or in part, nor any of its rights nor delegate any of its obligations under the Contract.

18.3 In the event that any term or individual provision of these General Terms and Conditions of Business or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, inoperative, void or unenforceable, this will not affect the validity of these General Terms and Conditions of Business as a whole. The invalid or inoperative provisions shall be replaced by the Parties with a valid and operative provision that is as close as possible to the intention of the invalid or inoperative original provision.

18.4 The language of the Contract is the Italian language. In the event of any conflict between the Italian version and the English version of the Contract and any other language version, the Italian version shall prevail.

18.5 Any amendment to the Contract shall be made in writing and shall be undersigned by both Parties.

Ascoli Piceno, on 29/03/2023

Signature

ELETTRORESIN s.r.l.

Presidente del CDA

Ing. Giovanni Rossi

