

GENERAL TERMS AND CONDITIONS OF SALE

1. PREAMBLE AND INTERPRETATION

These General Terms and Conditions of Sale ("GTC") shall apply to any and all orders ("Order") placed with SIRENA S.p.A. ("SIRENA") by the purchaser ("Purchaser") for the sale of products and/or services and/or processing (collectively, "Products") and shall prevail over any general terms and conditions of the Purchaser. The contractual relationship between SIRENA and the Purchaser regarding the sale of Products ("Contract") shall be deemed concluded upon the receipt by the Purchaser of a written confirmation of acceptance or execution of the Order by SIRENA ("Confirmation").

2. ORDERS

2.1 Each Order issued by the Purchaser must be transmitted to SIRENA and must specify the ordered Products, their quantity, price, delivery terms and location, and shipping methods and instructions.

2.2 Orders must be issued for minimum quantities of Products with a total net price of no less than EUR 300.00 for deliveries in Italy and EUR 500.00 for deliveries abroad.

2.3 Each Order shall be deemed accepted by SIRENA upon receipt by the Purchaser of the Confirmation from SIRENA. SIRENA shall be free to reject Orders that do not comply with these GTC (in terms of price, delivery, minimum purchase quantity, etc.). SIRENA shall also be free to reject Orders for quantities exceeding its normal production capacity.

2.4 The cancellation of an Order after Confirmation shall entitle SIRENA not to execute the respective Order and to request and obtain a penalty equal to 30% of the value of the canceled Order, without prejudice to all rights and legal actions of SIRENA, including the right to compensation for further damages.

2.5 The Contract shall be based on the provisions set forth in the Order, the GTC, and the Confirmation. In the event of any discrepancy between the

provisions of the Order (or related documents, including the Purchaser's standard purchase conditions) and the provisions of the GTC, the latter shall prevail unless otherwise specified by SIRENA in the Confirmation.

3. PRICE

3.1 The prices of the Products shall be those indicated in the SIRENA price list in force at the date of Order issuance. SIRENA may modify such prices at any time.

3.2 The prices indicated in the SIRENA price list are exclusive of VAT, taxes, insurance, customs duties, administrative fees, etc.

3.3 For Orders that do not meet the minimum purchase quantity required under these GTC, if accepted by SIRENA, SIRENA shall apply an additional handling fee of EUR 30.00.

4. PAYMENTS AND DELIVERY

4.1 Payment for the Products shall be made in euros by bank transfer within the terms specified in the relevant invoice.

4.2 Unless otherwise specified in the Confirmation, payment of the price shall be made in advance. SIRENA will commence production of the ordered Products only upon the Purchaser's submission of proof of payment.

4.3 The Products shall be delivered under FCA SIRENA Rosta (Incoterms 2020) conditions.

4.4 Unless otherwise specified in the Confirmation, the Products shall be delivered within 30 (thirty) days from the Confirmation. A delay in delivery not exceeding 30 (thirty) days shall not constitute a breach by SIRENA. Partial deliveries are allowed.

4.5 The Purchaser shall not have the right to refuse the delivery of Products for minor defects.

4.6 The Purchaser's failure to comply with agreed payment terms and conditions shall release SIRENA from the delivery obligation. If the Purchaser's non-performance or non-payment persists for more than 30 (thirty) days,

SIRENA, without prejudice to any other rights or remedies, may, at its discretion, request immediate payment of the price or the return of unpaid Products.

5. RETENTION OF TITLE

5.1 The ordered Products shall remain the property of SIRENA until full payment of the price by the Purchaser as indicated in the relevant invoice.

6. FIRMWARE

6.1 SIRENA grants the Purchaser a free, non-exclusive license to use the firmware contained in the Products.

6.2 The firmware contained in the Products may not be altered, decompiled, disassembled, or copied by the Purchaser in any way. In case of non-compliance, the license agreement shall be immediately terminated.

7. WARRANTY

7.1 SIRENA guarantees that the Products are new. SIRENA warrants that, upon delivery, the Products shall comply with the required technical specifications and be free from defects, faults, and/or non-conformities. SIRENA shall not be liable for damages caused by external factors beyond SIRENA's control, including accidents, improper use, improper storage/maintenance/repair, modification, or alterations performed by the Purchaser or third parties, or normal wear and tear.

7.2 SIRENA warrants the Products for 24 (twenty-four) months from the delivery date indicated in the relevant SIRENA invoice.

7.3 Any complaints regarding defects and/or non-conformities must be communicated in writing to SIRENA within 10 (ten) days of their discovery. The communication must detail the alleged defects and/or non-conformities. Upon receipt of such communication, SIRENA shall verify whether the defective or non-compliant Products are still under warranty. If so, and if such defects and/or non-conformities are confirmed, SIRENA may, at its discretion,

repair or replace the defective or non-compliant Products at its own expense. The Purchaser may return defective or non-compliant Products only upon SIRENA's prior written authorization.

7.4 SIRENA warrants that the Products are manufactured in compliance with EU safety regulations. The Purchaser, holding SIRENA harmless from any liability, is responsible for ensuring that the Products comply with applicable regulations in the countries where the Purchaser operates.

7.5 Except as expressly provided in these GTC, SIRENA provides no further warranties and recognizes no other rights or remedies for the Purchaser, whether express or implied, including warranties of merchantability or fitness for specific purposes. The Purchaser acknowledges and accepts that no other warranties or rights have been relied upon beyond those explicitly provided in these GTC.

7.6 Compensation for damages resulting from SIRENA's breach (including delivery delays) shall not exceed the value of the respective Order. Under no circumstances shall SIRENA be liable for indirect damages or lost profits.

8. APPLICABLE LAW AND JURISDICTION

8.1 These GTC and the Contract shall be interpreted and governed in all respects by Italian law, expressly excluding the 1980 Vienna Convention on the International Sale of Goods.

8.2 Any disputes arising in connection with these GTC, the Order, or the Contract shall be subject to the exclusive jurisdiction of the Court of Turin, except for SIRENA's right to take action against the Purchaser before the latter's court.

9. MISCELLANEOUS

9.1 These GTC and the Contract may only be amended in writing by mutual agreement.

9.2 The Purchaser may not assign its position in the Contract or any contractual obligations (including credit assignments) without SIRENA's prior

written consent.

9.3 Nothing in these GTC shall establish a partnership, agency, or distribution relationship between the Purchaser and SIRENA.

9.4 Any invalidity of a provision of these GTC shall not affect the validity of the remaining provisions.

9.5 SIRENA shall not be liable for indirect damages, including loss of business, opportunities, data, or lost profits.

FOR ACCEPTANCE

The Purchaser _____

Under Articles 1341 and 1342 of the Italian Civil Code, the Purchaser expressly approves the following articles: 2 (Orders), 4.3 (Costs and delivery risks), 4.4 (Delivery delays), 4.5 (Prohibition of refusing delivery of Products), 5 (Retention of title), 7 (Warranty), 8 (Applicable law and jurisdiction), 9.2 (Prohibition of assignment), 9.4 (Limitation of liability), 9.7 (Express termination clause for violation of environmental, health, and safety regulations and Legislative Decree 231/01).
