

GENERAL TERMS AND CONDITIONS OF SALE OF ITUBE SRL PRODUCTS AND SERVICES

1 - RECITALS

1.1. These General Terms and Conditions of Sale shall be deemed tacitly approved by the Customer for each order sent to ITUBE SRL.

1.2. The terms 'Products' or 'Services' refer to the goods or activities forming the subject of each individual Order placed by the Customer (hereinafter, the 'Contract' or 'Order').

1.3. The term 'Parties' refers to ITUBE SRL and the Customer.

1.4. These General Terms and Conditions apply to all contracts entered into by the Parties and to all Orders placed by the Customer, unless the Parties expressly waive their application. If conditions other than those outlined below are agreed and approved in writing by the Parties, then these shall override the General Terms and Conditions contained herein.

1.5. Customer orders may be received by any means of communication (the Customer shall be responsible for checking that such communications have been duly received by ITUBE SRL).

1.6. ITUBE SRL will send the Customer an email confirmation of the Order. Should it be impossible to process the Order, ITUBE SRL will notify the Customer in the same manner.

2 - TERMS AND CONDITIONS OF SUPPLY

2.1. The Products ordered by the Customer are manufactured in accordance with the technical specifications of ITUBE SRL and as requested in the Customer's Order.

2.2. In the event of the Customer cancelling an Order, ITUBE SRL is authorised to charge the Customer the costs incurred for executing the Contract up until its cancellation.

2.3. Goods are considered to have been checked upon delivery; no complaints will be accepted after eight days have elapsed following receipt of the goods.

2.4. The Customer agrees that the purchased Products must be used exclusively for the purpose for which they are intended. Any improper use of the products outside the intended purpose shall be considered a breach of these Terms and Conditions of Sale. Therefore, ITUBE SRL shall not be liable for any damage resulting either directly or indirectly from the incorrect and/or improper use of the Products supplied.

2.5. ITUBE SRL may not be held liable for the incorrect or inefficient operation of the delivered Products if these have been altered and/or put into service.

2.6. Should the end user of the Products encounter problems of any kind, ITUBE SRL will help the Customer search for possible solutions, without this meaning that ITUBE SRL accepts any financial liability or any responsibility for the defects ascertained or problems encountered.

3 - STAFF COMPETENCES

3.1. The ITUBE SRL staff employed in manufacturing the Products is specialised and adequately trained.

3.2. ITUBE SRL may make use of external, qualified suppliers to meet production needs, without having to give the Customer prior notice thereof (except in cases provided for by law).

3.3. The Customer must explicitly state if it does not wish for this to occur.

4 - TERMS OF DELIVERY AND TRANSPORT

4.1. The Products travel at the Customer's risk even when delivery is 'carriage paid'.

4.2. If the Customer does not explicitly state the delivery terms, ITUBE SRL will define and agree them with the Customer.

4.3. ITUBE SRL shall not be liable to charges or penalties for delays, unless otherwise agreed with the Customer outside of these General Terms and Conditions.

5 - PRICES

5.1. The prices in the order confirmations refer to offers reserved and communicated to the Customer in advance.

5.2. Unless agreed otherwise with the Customer, all prices are understood to be ex-works.

5.3. The prices agreed upon by the Parties are not subject to variation or rounding.

5.4. The payment terms are decided by the Parties prior to receipt of the Order.

6 - PROTECTION OF INDUSTRIAL PROPERTY, SECRECY AND EXCLUSIVITY

6.1. Intellectual property rights relating to any Product supplied by ITUBE SRL are and remain the exclusive property of the Supplier.

6.2. The Customer shall not acquire any intellectual property rights as a result of the supply of such Products.

6.3. ITUBE SRL undertakes to treat confidentially any technical information, not in the public domain, provided by the Customer, which should come to its attention in the course of the contractual relationship.

6.4. The Customer agrees to keep confidential all information, documents and technical data on the Products supplied by ITUBE SRL and obtained through the purchase, and not to disclose them to third parties without the prior written consent of ITUBE SRL. The Customer undertakes to use such information, documents and data exclusively for purposes related to the purchase of the Products and not to use them for different purposes without the authorisation of ITUBE SRL.

7 - RETENTION OF OWNERSHIP

7.1. ITUBE SRL retains ownership of the products sold to the Customer until all the invoices issued by ITUBE SRL to the Customer are paid and settled in full, pursuant to Article 1523 *et seq.* of the Italian Civil Code.

8 - APPLICABLE LAW - JURISDICTION

8.1. This contract is regulated by Italian law.

8.2. Any dispute shall be submitted to the jurisdiction of the Courts of Pesaro.