

General Terms and Conditions of STELIAU TECHNOLOGY ITALY S.p.A. for Products, Services and Integrated Solutions

These “General Terms and Conditions of STELIAU TECHNOLOGY ITALY S.p.A. for Products, Services and Integrated Solutions” (hereinafter the “**General Conditions**”) regulate the purchase by the Customer, as identified in the Contract, of Products, Services and Integrated Solutions provided by STELIAU TECHNOLOGY ITALY S.p.A. (hereinafter “**STELIAU ITALY**”).

1. Definition

The following definitions apply to these General Conditions and to the Contract, as defined below:

1.1 Customer

Means the natural or legal person or other entity with legal autonomy that stipulates a Contract with STELIAU ITALY for the supply of Products, Services and Integrated Solutions by the latter.

1.2 Contract

Means the document in written form that specifies the contents of the Supply and which is accepted by both Parties with specific approval of any applicable onerous clauses. Everything that is not directly governed by the Contract is governed by these General Conditions. The Contract is normally finalized with the acceptance by STELIAU ITALY of an order (open or closed) issued by the Customer and containing the essential elements of the Contract. Depending on the circumstances, the order may or may not be preceded by quotations issued by STELIAU ITALY. STELIAU ITALY reserves the right, where this is required by the nature of the business or permitted according to standard use, to accept the orders by starting their performance, promptly informing the Customer of the starting of the performance. The submission of orders to STELIAU ITALY by the Customer and the acceptance of such orders by STELIAU ITALY can also take place through the exchange of e-mail communications (certified or not), or with other telematic means made available by STELIAU ITALY. The information contained in any STELIAU ITALY catalogues is intended for information purposes only and does not form an integral part of the Contract, unless differently specified in the same. If the Customer acquires the Supply through third-party financiers, STELIAU ITALY and the Customer may agree on adjustments to the contractual conditions.

The Contract indicates the following elements:

- (a) the specifications and descriptive characteristics of the contractual Products, Services and/or Integrated Solutions, including the quantities: in some cases, it is possible that the stipulation of the Contract or its modification be subject to minimum quantities requirements;
- (b) the conditions for the possible return of the Products, Services and Integrated Solutions;
- (c) the unit price, where applicable, and the overall price, or the methods for determining them during the term of the Contract;

- (d) any change between the invoicing currency (that unless otherwise agreed in writing in the Contract, is the Euro) and the currency in which the original price was determined (for example the United States Dollar), together with any system for increasing the price due to the change of the exchange rate between the currencies involved in the transaction.
- (e) the delivery date or completion date (as the case may be).

1.3 Prices

Means the amount owed by the Customer under the Contract as specified therein. The prices are net of all taxes, duties and contributions. The amount of the latter is added to the price in order to determine the overall amount owed by the Customer to STELIAU ITALY.

STELIAU ITALY reserves the right to publish, in the forms deemed appropriate (including publication on its website <https://www.steliau.it>) the prices applicable to certain Products, without prejudice to the fact that, in the event of a discrepancy between the price indicated in the Contract and the Price indicated in other forms, the first prevails.

1.4 Supply

Means the performance of the Contract.

1.5 Deliverable

Means the tangible item realized by STELIAU ITALY in the performance of a Contract concerning the providing of Service or the realization of an Integrated Solution. The Contract may provide for any limitations or exclusions of use.

1.6 Party o Parties

Means depending on the case, the Customer or STELIAU ITALY, individually or collectively.

1.7 Product

Means the product to be supplied to the Customer described in the Contract. It can be a STELIAU ITALY Product, a STELIAU ITALY Program, a non-STELIAU ITALY Product or a non-STELIAU ITALY Program.

1.8 STELIAU ITALY Product

Means the contractual Product over which STELIAU ITALY holds all rights, including industrial and intellectual property rights (if any). The STELIAU ITALY Product documentation or the order specify any technical parameters for use of the Product (including any limitations or exclusions of use) and whether it is to be installed by the Customer. In case of modification the STELIAU ITALY Product may be subject notification procedures (including mandatory) by STELIAU ITALY which may request information from the Customer, that will therefore be required to promptly provide such information upon request by STELIAU ITALY.

1.9 non-STELIAU ITALY Product

Means the contractual Product which is marketed by STELIAU ITALY by virtue of commercial relationships with the relevant manufacturer or distributor. The documentation of the non-STELIAU ITALY Product specifies any technical parameters of use (including any limitations or exclusions of use) of the non-STELIAU ITALY Product and whether it is to be installed by the Customer. In case of modification the non-STELIAU ITALY Product may be subject to notification procedures (including mandatory) provided by the manufacturer which may require information from the Customer, that will therefore be required to promptly provide such information upon request by STELIAU ITALY.

1.10 Program

A Program may be a:

- (a) STELIAU ITALY program, i.e. the computer program, the rights of which belong to STELIAU ITALY, and which is licensed for use to the Customer by STELIAU ITALY on the basis of the Contract and these General Conditions. The STELIAU ITALY Program is not sold or rented.

The STELIAU ITALY Program documentation specifies any technical parameters for use of the STELIAU ITALY Program (including any limitations or exclusions of use) and whether it is to be installed by the Customer.

- (b) Non-STELIAU ITALY program, i.e. the computer program, the rights of which belong to a supplier of STELIAU ITALY, and which is licensed for use to the Customer by such supplier of STELIAU ITALY through STELIAU ITALY on the basis of the Contract and of the contractual conditions of the STELIAU ITALY supplier. These General Conditions apply to the non-STELIAU ITALY Program, as specified herein. The non-STELIAU ITALY Program is not sold or rented.

The documentation of the non-STELIAU ITALY Program specifies any technical parameters for use of the non-STELIAU ITALY Program (including any limitations or exclusions of use) and whether the same is to be installed by the Customer. The Price for the use of the non-STELIAU ITALY Program is charged to the Customer by STELIAU ITALY.

1.11 Service

Means the Service to be provided to the Customer under the Contract as described therein; the supply of Services may consist in an obligation of means (for example assistance, consultancy or staff training services) or in an obligation of result, according to the description given in the Contract.

A Service may also be provided independently from the Supply of a Products or from the supply of an Integrated Solution and may be subject to any limitations or exclusions of use. The Service is considered completed with the delivery to the Customer of what has been realized, unless the Contract provides for technical testing criteria that STELIAU ITALY must verify in order to consider the supply of a Service completed.

1.12 Integrated Solutions

Means the solution to be supplied to the Customer under the Contract and described therein; an Integrated Solutions normally includes the supply of Products and Services. The Integrated Solution is considered completed with the delivery to the Customer of what has been realized, unless the Contract provides for technical testing criteria that STELIAU ITALY must verify in order to consider the supply of an Integrated Solution completed.

1.13 STELIAU ITALY

Means STELIAU TECHNOLOGY ITALY S.p.A., with registered office in Milan, Viale Sarca 336 – Building 13, tax code and VAT number IT00845140151, registered in the Company Register of Milan- Monza Brianza- Lodi under number 00845140151 – Rea of Milan number 503993.

1.14 Territory

Means the territory of the Italian Republic, the Republic of San Marino, the Swiss Confederation, the Vatican City State, the French Republic, the Federal Republic of Germany, the Kingdom of Spain, the Portuguese Republic and the People's Republic of China.

2. Activities of the Parties

2.1 STELIAU ITALY, with the stipulation of the Contract, undertakes to carry out with reasonable care what is described therein.

2.2 The Customer agrees that the quality, integrity, updating and reliability of the information communicated to STELIAU ITALY, whether or not it is Confidential Information as defined in the following article "Confidentiality", may affect the performance and the completion date of the Contract and undertakes to provide accurate and verified information and to diligently and promptly update the information provided whenever necessary.

2.3 The Contract may provide for activities that the Customer must carry out in order to allow STELIAU ITALY to perform the Supply: among these activities there may be the obligation for the Customer to make adequately qualified personnel available to cooperate with STELIAU ITALY in the performance of the Supply. Furthermore, the Customer agrees to carry out with reasonable care the activities that might be requested from time to time by STELIAU ITALY in order to allow the proper performance of the warranty applicable to the Products, Services or Integrated Solutions.

2.4 If it is necessary for the performance by STELIAU ITALY of the Supply, the Customer agrees to make available to STELIAU ITALY at the location identified by STELIAU ITALY, without charge, adequate office spaces, including workstations, telephone connections, connections to computer networks (for example the Internet) and fax so that STELIAU ITALY can operate there in safe conditions, also pursuant to the provisions of Legislative Decree 81/2008 and subsequent amendments

2.5 If STELIAU ITALY operate as a contractor, the Contract indicates the costs relating to safety of workers employed in the performance of the Supply in accordance with the provisions of article 26 of Legislative Decree 81/2008 and subsequent amendments.

3. Transportation and delivery

3.1 Transport takes place at the Customer's expense and responsibility, with free packaging. The Products shall be made available to the Customer ex STELIAU ITALY warehouse. In the event of an exception to this provision, which must be expressly provided for in the Contract, STELIAU ITALY and the Customer shall agree in writing on the additional costs to be borne by the Customer, as well as all further transport details.

3.2 The delivery dates indicated in the Contract are intended as indicative and non-binding, unless a specific delivery date is expressly agreed in the Contract as binding for STELIAU ITALY. Except as otherwise provided in these General Conditions and in the Contract, the delivery date of the Products and the completion date of the Services can be modified exclusively by written agreement between the Parties.

3.3 With the delivery to the authorized carrier, the supply by STELIAU ITALY is deemed to have been completed. The Parties agree that the risk of loss of the Products shall be borne by STELIAU ITALY until delivery to the carrier and by the Customer after that such delivery has taken place.

3.4 Any returns, where permitted by the Contract, must be previously agreed with STELIAU ITALY within 30 (thirty) days from delivery. STELIAU ITALY specifies any return methods (including possible replacement or refund) and the applicable charges (for example transport and delivery to STELIAU ITALY). In any case, what is returned must not have been modified and must be in the original packaging. The Parties agree that, from the date of delivery to STELIAU ITALY, STELIAU ITALY becomes the owner of the returned items. STELIAU ITALY advises the Customer to consult its website <https://www.steliau.it> (item "Returns – Complaints").

4. Change of ownership

Without prejudice to the provisions of these General Conditions regarding the transfer of risks and of the ownership of the Deliverable and Program licenses, the ownership of the Products is transferred to the Customer upon delivery to the authorized carrier.

5. Prices – Payments

5.1 Price and invoicing

The Contract indicates the methods and timing of invoicing. If services are invoiced on the basis of time, it is understood that the quantity of time units indicated in the Contract is to be intended as a mere estimate.

Also pursuant to the provisions of Legislative Decree 9 November 2012 n. 192 and subsequent amendments, any form of approval by the Customer of the charging documentation is excluded.

5.2 Payments

The Prices invoiced by STELIAU ITALY are due within the payment term of 30 (thirty) days from the issue of the invoice by STELIAU ITALY. Different term of payment may be expressly agreed between the Parties in the Contract, without prejudice to the provisions of Legislative Decree no. 9 October 2002 no. 231 and subsequent amendments. Payment is made by the Customer in favour of STELIAU ITALY normally via RI.BA to the bank indicated by the Customer or in another form upon agreement between the Parties.

5.3 Delay in payments

In case of delay in payment by the Customer with respect to the agreed deadline, the provisions set out in article 4 of Legislative Decree no. 9 October 2002 no. 231 and subsequent amendments apply. In the event of a delay in payment, STELIAU ITALY reserves the right to suspend the performance of the residual Supply until full payment of the amounts due and of the default interest accrued as determined above, as well as to request compensation for any damages, costs or expenses incurred. The Parties agree that the delivery or completion/verification deadlines provided by these General Conditions and by the Contract are intended to be extended by a term equal to the delay in payment.

6. Warranty

6.1 Product Warranty

6.1.1 Content of the Warranty

STELIAU ITALY is not responsible for the choice of the Product made by the Customer and for the results obtained by the Customer through the use of the Product and does not guarantee that the Product shall work without interruptions or errors. STELIAU ITALY advises the Customer to adopt adequate safety measures.

Any complaints from the Customer in relation to the performance of the Supply by STELIAU ITALY shall be considered only if notified in writing to STELIAU ITALY within 30 (thirty) days from the delivery date, with a detailed indication of the errors detected. The return of Products by the Customer must be agreed in advance with STELIAU ITALY and the transport costs to the place of delivery indicated by STELIAU ITALY shall be borne by the Customer. STELIAU ITALY advises the Customer to consult its website <https://www.steliau.it> (item "Returns – Complaints").

6.1.2 STELIAU ITALY Products

The warranty on the STELIAU ITALY Product is provided by STELIAU ITALY for a duration equal to the period indicated in the Contract (usually twelve months from the date of delivery, unless a longer term is provided for by mandatory law applicable to the Contract or by express derogation in the Contract). The warranty is provided in compliance with the indications contained in the documentation supplied together with the STELIAU ITALY Product. The Customer agrees to provide STELIAU ITALY with the information required for the performance of this warranty.

6.1.3 Non-STELIAU ITALY Products

The warranty on the non-STELIAU ITALY Product marketed by STELIAU ITALY is provided for a duration equal to the period indicated in the product documentation or in the Contract (usually twelve months from the date of delivery, unless a longer term is provided for by the mandatory law applicable to the Contract or by express derogation in the Contract), as a first level intervention by STELIAU ITALY and, where in the opinion of STELIAU ITALY assistance at subsequent levels is necessary, by STELIAU ITALY or by the manufacturer (as the case may be). The warranty is provided in compliance with the indications contained in the documentation supplied together with the Product. The Customer agrees to provide STELIAU ITALY with the information required for the performance of this warranty.

6.1.4 Limitation

Unless otherwise provided by mandatory law applicable to the Contract or by the Contract, STELIAU ITALY does not provide any guarantee or assume any liability in relation to non-STELIAU ITALY Products.

The warranty becomes void in the event of failure by the Customer to carry out the activities requested, of inappropriate use of the Product, of modification of the Product non authorized by STELIAU ITALY or by the supplier of STELIAU ITALY (as the case may be). The warranty becomes void also in the event of failure to install model changes or updates declared as mandatory, or where the Product is returned to STELIAU ITALY not in the same conditions in which it was shipped.

6.1.5 Mandatory legal Provisions

The provisions of the mandatory laws applicable to the Contract and the article "Industrial and intellectual property rights" are save.

6.2 Warranty on Services

6.2.1 Content of the Warranty

STELIAU ITALY

- (a) is not responsible for the choice of the Service made by the Customer and for the results obtained by the Customer through the use of the Services and does not guarantee that what is created in execution of the Services shall operate without interruptions or errors; STELIAU ITALY advises the Customer to adopt adequate safety measures
- (b) guarantees that the Services provided by it comply with the completion criteria indicated in the Contract;
- (c) following the completion of the Services, it provides the guarantee as follows.

6.2.2 Term of the Warranty

If the Contract provides for a further warranty period (normally twelve months from the date of delivery, unless a longer term is required by mandatory law applicable to the Contract or by express derogation in the Contract) and, during the same, malfunctions occur in the Deliverables, the Customer, in order to obtain the guarantee, provides written notice to STELIAU ITALY within 30 (thirty) days from the completion date, indicating in detail the nature of the malfunction and errors that have occurred.

6.2.3 Performance of the Warranty

In execution of this guarantee, STELIAU ITALY will restore the Deliverables according to the technical specifications originally indicated in the Contract.

6.2.4 Limitation

The warranty on the Services becomes void in the event of failure by the Customer to carry out the activities requested, of modifications of the Deliverables not authorized by STELIAU ITALY, or in case of inappropriate use of what is covered by the guarantee. The warranty on the Services becomes void also in the event of failure to install model modifications or updates declared as mandatory or where the Deliverable is returned to STELIAU ITALY not in the same conditions in which it was delivered.

6.2.5 Mandatory legal Provisions

The provisions of the mandatory laws applicable to the Contract and the article "Industrial and intellectual property rights" are save.

6.3 Warranty on STELIAU ITALY Programs

6.3.1 Content of the Warranty

The STELIAU ITALY Program is provided in the state in which it is ("as-is"): STELIAU ITALY guarantees that, at the time of delivery to the Customer, it complies with the technical specifications declared by STELIAU ITALY; STELIAU ITALY does not guarantee that the STELIAU ITALY Program shall function without interruptions or errors. STELIAU ITALY is not responsible for the choice of the Program made by the Customer and does not guarantee that the STELIAU ITALY Programs are suitable for a specific use, or that specific results can be achieved through their use.

6.3.2 Limitation

The warranty becomes void in the event of failure by the Customer to carry out the activities requested, of inappropriate use of the STELIAU ITALY Program, or of modifications not authorized by STELIAU ITALY. The warranty becomes void also in the event of failure to install modifications or updates declared as mandatory or where the STELIAU ITALY Program is returned to STELIAU ITALY not in the same conditions in which it was shipped. STELIAU ITALY advises the Customer to adopt adequate safety measures.

6.3.3 Mandatory legal Provisions

The provisions of the mandatory laws applicable to the Contract and the article "Industrial and intellectual property rights" are save.

6.4 Warranty on non-STELIAU ITALY Programs

6.4.1 Content of the Warranty

The warranty on the non-STELIAU ITALY Program is provided by the manufacturer on the basis of the relevant documentation provided together with it. STELIAU ITALY does not provide any warranty or assume any responsibility in relation to the non-STELIAU ITALY Program and is not responsible for the choice of the

Program made by the Customer and does not guarantee that the non-STELIAU ITALY Programs are suitable for a specific use, or that through the use of the same it is possible to achieve specific results.

6.4.2 Limitation

The warranty becomes void in the event of failure by the Customer to carry out the activities requested, of inappropriate use of the non-STELIAU ITALY Program, or of modification not authorized by STELIAU ITALY or, if applicable, by STELIAU ITALY's supplier. The warranty becomes void also in the event of failure to install model modifications or updates declared as mandatory or where the non-STELIAU ITALY Program is returned to STELIAU ITALY not in the same conditions in which it was shipped. STELIAU ITALY advises the Customer to adopt adequate safety measures.

6.4.3 Mandatory legal Provisions

The provisions of the mandatory laws applicable to the Contract and the article "Industrial and intellectual property rights" are save.

6.5 Warranty on the Integrated Solution

6.5.1 Content of the Warranty

- (a) If the Contract provides for a warranty period and, during the same, malfunctions occur in the Deliverables, the Customer, in order to obtain the performance of the warranty, provides written communication to STELIAU ITALY within the guarantee period indicating in detail the nature of the malfunction and errors that have occurred in such terms as to allow intervention.

In execution of this warranty, STELIAU ITALY will restore the Deliverables according to the technical specifications originally indicated in the Contract.

The warranty provided for by these General Conditions apply to any Products, Programs and Services forming part of the Integrated Solution.

The warranty on the Integrated Solution is void in the event of failure by the Customer to carry out the activities requested, or in case of modifications not authorized by STELIAU ITALY or, if applicable, by STELIAU ITALY's supplier, or in case of inappropriate use of what is subject to warranty. The warranty on the Integrated Solution is void also in the event or failure to install modifications or updates declared as mandatory;

- (b) STELIAU ITALY guarantees that the Integrated Solution created complies with the technical specifications and completion criteria indicated in the Contract. STELIAU ITALIA does not provide guarantees of suitability of the Integrated Solution for a specific use, or that with the use of the Integrated Solution it will be possible to achieve specific results; STELIAU ITALY advises the Customer to adopt adequate safety measures;
- (c) In relation to the previous points (a) and (b), the provisions of the mandatory laws applicable to the Contract and the article "Industrial and intellectual property rights" are save.

7. Conditions applicable to STELIAU ITALY Programs

7.1 Where the Contract concerns the Supply of a STELIAU ITALY Program, the provisions of this clause shall apply. STELIAU ITALY provides the STELIAU ITALY Program as part of a Contract concerning STELIAU ITALY Programs, Services or an Integrated Solution: the Contract provides the description of the STELIAU ITALY Program (including, if applicable, the minimum technical requirements for its use) and the quantities supplied.

7.2 The STELIAU ITALY Program can be delivered on physical support (for example a CD ROM) or by providing the Customer with codes for access to a data processor: these codes are intended to be personal and non-transferable. The STELIAU ITALY Program is subject to possible updates according to STELIAU ITALY policies.

7.3 STELIAU ITALY retains ownership of all rights, including industrial and intellectual property rights, on the STELIAU ITALY Program and any copies thereof.

7.4 With the signing of the Contract and with the full payment of the Price STELIAU ITALY grants the Customer a non-exclusive, prepaid license, valid in the relevant part of the Territory indicated in the Contract, non-transferable, which does not allow sub-licensing, for the purposes for which the same was acquired and for the quantities and times indicated in the Contract.

7.5 The license granted on the STELIAU ITALY Program does not allow its modification, diffusion, communication, commercialization, reproduction, permanent or temporary, total or partial by any means or in any form, translation, adaptation, transformation and any other modification, including the reverse engineering, as well as the reproduction of the resulting work.

7.6 The Customer has the right to terminate the license by means of written communication to STELIAU ITALY with a notice period of at least 30 (thirty) days: from the termination effective date, the Customer ceases to use the STELIAU ITALY Program and any copy thereof. The right of termination does not apply to STELIAU ITALY Programs that are incorporated into STELIAU ITALY Products (so-called "firmware") supplied under the Contract or forming part of the Supply of an Integrated Solution or supplied under previous contractual relationships between the Parties of which the Customer is the owner as provided in these General Conditions. The Customer's termination does not entail the obligation to repay sums on the part of STELIAU ITALY.

7.7 The provisions of mandatory laws applicable to the Contract are save.

8. Contract termination and withdrawal

8.1 Except as otherwise provided in these General Conditions and in the Contract, the Customer does not have the right to withdraw from the Contract. In the event of termination of the contractual relationship between STELIAU ITALY and the manufacturer or distributor of the same, STELIAU ITALY interrupts, as far as possible, in an orderly manner the residual part of the Supply with the related charge to the Customer. Where permitted by these General Conditions, the communication of withdrawal from the Contract by a Party takes place in writing and with a notice period of at least 30 (thirty) days.

8.2 If the Customer qualifies, pursuant to the law, as a consumer (Legislative Decree 206/2005 and subsequent amendments) and the Contract has been concluded outside the commercial premises, he has the right to withdraw from the Contract by written communication to be sent to STELIAU ITALY by registered mail with return receipt requested within 14 (fourteen) working days of receipt of the Products. The Products must be returned intact, including the packaging, to STELIAU ITALY within this period at the STELIAU ITALY warehouse which will provide the refund within the legal terms: to this end, STELIAU ITALY invites the Customer to consult its website <https://www.steliau.it>

8.3 Pursuant to Art. 1454 of the Civil Code, in the event a Party is in default of its obligations under the Contract, the non-defaulting Party may give a written notice to the defaulting Party to remedy its default within a period of no less than 30 (thirty) days, expressly informing the defaulting Party that the Contract will be automatically terminated if the default persists after the expiry of said term.

8.4 The Contract may also be terminated pursuant to Art. 1456 Civil Code in the event of failure by the Customer to fulfill the obligations set out in the articles "Customer Activities", "Conditions applicable to STELIAU ITALY Programs", "Fees and payments", "Confidentiality", "Industrial and intellectual rights" and "Personal Data". Termination shall take place when the non-defaulting Party informs the defaulting Party in writing of its intention to make use of this clause.

9. Confidentiality

The exchange of confidential information is regulated by the Annex "Confidentiality Agreement", which is intended as an integral part of these General Conditions.

10. Responsibility

Without prejudice to the mandatory limits provided by the applicable law in the relevant part of the Territory, the Parties agree that STELIAU ITALY and its suppliers are not responsible for damages of any nature, including direct, indirect, special, incidental, consequential damages, resulting from sanctions, for loss of earnings, profit, expected profit, goodwill, turnover, commercial opportunities, company value or for costs incurred, claims (including third party claims), loss or damage to data and business interruption. The above applies even if STELIAU ITALY was or should have been informed or able to foresee the possibility of such damages occurring.

11. Intellectual property

11.1 with the execution of the Contract:

(a) STELIAU ITALY does not provide any guarantee in relation to trademarks, patents or copyrights applicable to its own (or third party) Products, Programs and Services

(b) each Party does not grant licenses relating to its own (or third party) brands, names, patents and copyrights: the Customer acknowledges that any catalogue of STELIAU ITALY or of STELIAU ITALY suppliers may be the subject of industrial and intellectual property rights.

11.2 If the Contract provides for the creation of Deliverables protected by copyright or patent, the Parties agree that STELIAU ITALY retains exclusive ownership of such rights on such Deliverables and on any copies authorized by STELIAU ITALY, such Deliverables are not sold or rented. The Contract provides a description of such Deliverables including, if applicable, the minimum technical requirements for their use, and the quantities delivered to the Customer. Such Deliverables may be delivered to Customer, depending on their nature and as provided in the Contract, on paper, magnetic support, on CD ROM or through authorization to access a data processor.

11.3 With the signing of the Contract and with the full payment of the Price STELIAU ITALY grants the Customer a non-exclusive, prepaid, valid in the part of the Territory specified in the Contract, non-transferable license, which does not allow sub-licensing, for the internal use by the Customer of such Deliverables, for the purposes for which they were acquired and for the quantity and time indicated in the Contract. The license granted on these Deliverables does not allow their modification, diffusion, communication, commercialization, reproduction, permanent or temporary, total or partial by any means or in any form, translation, adaptation, transformation and any other modification, including the reverse engineering, as well as the reproduction of the resulting work.

11.4 The provisions of mandatory laws applicable to the Contract are save.

12. General Provisions

12.1 Order of Prevalence

12.1.1 The clauses of the Contract, if expressly agreed in derogation in writing between the Parties, prevail over these General Conditions.

12.1.2 The clauses of the Contract prevail, unless expressly derogated from in the Contract, over any different clauses contained in the annexes to the Contract.

12.1.3 The Contract cancels and replaces any previous agreement between the Parties in relation to its object and constitutes, together with these General Conditions, the only binding understanding between them.

12.1.4 By virtue of these General Conditions STELIAU ITALY is not obliged to carry out Supplies and does not grant any exclusivity. These General Conditions contain exhaustively all the licenses and warranties provided by STELIAU ITALY.

12.2 Validity and interpretation of the General Conditions and the Contract

12.2.1 These General Conditions and the Contract do not intend to modify the mandatory legal provisions applicable in the relevant part of the Territory, including consumer protection legislation (for instance in Italy Legislative Decree 206/2005 and subsequent amendments). If one or more provisions of these General Conditions or of the Contract are not consistent with a mandatory rule of law applicable to the Contract and such provisions are deemed invalid, not applicable or illicit, without prejudice to the provisions of article 1367 of the Civil Code, the Parties shall negotiate in good faith with a view to agreeing mutually satisfactory alternative provisions which replace the invalid, unenforceable or unlawful provisions which enable them to achieve, to the maximum extent permissible, the effects they intend with such provisions and achieve their intentions as emerge from the overall content of the Contract.

12.2.2 The information provided by STELIAU ITALY does not constitute a declaration of the country of origin of the Product or Service, of preferential origin, of design, manufacturing, processing, assembly, placing on the market or disposal.

The mandatory provisions of law applicable to the Contract are save.

12.3 Changes to the General Conditions and the Contract

12.3.1 Changes to the Contract can be made exclusively in writing and are effective following acceptance by both Parties.

12.3.2 STELIAU ITALY reserves the right to modify these General Conditions from time to time and to this end invites the Customer to check the latest update on the website <https://www.steliau.it>. the updated version of these General Conditions applies to Contracts stipulated after they entering into force of the new version of the General Conditions.

12.4 Electronic communications

The Parties agree that, during the performance of the Contract, they may exchange communications of an operational and contractual nature with the use of electronic means and that, if such communications come from the "Domain Name Server" of a Party they shall be considered written communications coming from this Party.

12.5 Assignment and Subcontracting

12.5.1 STELIAU ITALY reserves the right to assign the credit deriving from the Contract to third parties by giving prior written notice to the Customer.

12.5.2 Without prejudice to the obligations assumed by STELIAU ITALY with the Contract, STELIAU ITALY may use sub-suppliers and subcontractors selected by it for the performance of the Contract.

12.6 Commercial references

Without prejudice to the provisions of the articles "Confidentiality", "Industrial and intellectual property rights" and "Personal data", the Customer authorizes STELIAU ITALY to use its company name in order to give a summary description of the object of the Supply for the purposes of promoting its own Products, Services and Integrated Solutions towards its customers or potential customers.

12.7 Personal data

The personal data that STELIAU ITALY will receive for the execution of the Contracts will be processed in compliance with the provisions contained in EU Regulation 2016/679 (GDPR) and in Legislative Decree 196/2003 (as amended by Legislative Decree 101/2018). Depending on the purposes of the processing, STELIAU ITALY shall carry out the processing only in the presence of the appropriate legal basis. If processing requires the consent of the interested party, STELIAU ITALY will proceed to carry it out only after having requested and obtained the necessary consent.

12.8 Force Major

Each Party is not responsible for failure to fulfil its obligations, with the exception of monetary obligations, when the impossibility is due to force majeure.

12.9 Applicable law and dispute resolution

12.9.1 These General Conditions and the Contract are governed by Italian law. All the disputes deriving from or in connection with these General Conditions and the Contract, without prejudice to the mandatory limits of law applicable to the Contract (for example in Italy Legislative Decree 206/2005 - art. 63), shall be exclusively submitted to the Court of Milan. The conditions of non-STELIAU ITALY Products may contain exceptions, including regulatory exceptions, relating to the Products, which are considered accepted upon signing of the Contract.

12.9.2 In case of export of the purchased Products, the Customer undertakes to satisfy the requirements of the applicable regulations in relation to exports, including the export regulations of the United States of America ("US Export Regulations"), in particular in the case of high-tech products.

Annex "Confidentiality Agreement"

01.01.2024