

GENERAL TERMS AND CONDITIONS OF PURCHASE

1) DEFINITIONS

“**Buyer**” means Omnia Technologies S.p.A. and any of its direct and indirect subsidiary companies and affiliates which issued a Purchase Order (Buyer is also hereinafter referred to as a “**Party**”).

“**Parties**” means collectively the Buyer and the Seller.

“**Warranty Period**” means, with regard to Products, unless otherwise agreed in the Purchase Order, the warranty period which starts from the Products delivery date and expires 24 months after delivery of the Products by Buyer to its final client; in any case such Warranty Period shall not exceed 36 months from the Products delivery date. With regard to Services, “**Warranty Period**” means, unless otherwise agreed in the Purchase Order, the warranty period equal to 24 months from the Services performance date.

“**Products**” means Seller’s products identified in the relevant Purchase Order.

“**Services**” means Seller’s services identified in the relevant Purchase Order.

“**Seller**” means any entity which issued an Offer to the Buyer (Seller is also hereinafter referred to as a “**Party**”).

2) SCOPE OF APPLICATION

a) These General Terms and Conditions of purchase (the “**Terms and Conditions**”) are the only terms which govern the purchase of Products and/or Services by Buyer from Seller based on Purchase Orders issued by the Buyer.

b) These Terms and Conditions prevail over any of Seller’s general terms and conditions of sale regardless whether or when Seller has submitted its Offer or such terms.

c) The Purchase Order and these Terms and Conditions (collectively, the “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior understandings, agreements, negotiations, and communications, both written and oral.

d) Buyer’s acceptance and payment of Products and/or Services does not constitute acceptance of any of Seller’s terms and conditions and does not serve to modify or amend these Terms and Conditions.

e) The offer of Products and/or Services issued by the Seller to the Buyer constitutes a proposal by the Seller to sell Products and/or Services in accordance with these Terms and Conditions (the “**Offer**”).

f) The Offer shall only be deemed to be accepted when Buyer issues the written acceptance of the Offer through the issuance of the relevant purchase order (the “**Purchase Order**”), unless otherwise agreed in writing between the Parties (e.g. open Purchase Order and/or delivery plan/forecast).

3) PRODUCT DELIVERY AND/OR SERVICE PERFORMANCE

a) Seller shall deliver the Products and/or perform the Services to the agreed location and subject to delivery terms/performance terms specified in the Purchase Order.

b) Seller acknowledges that time is of the essence with respect to Seller’s obligations hereunder and the timely delivery of the Products and/or performance of the Services.

c) Seller acknowledges that title to Products shipped under any Purchase Order passes to Buyer upon delivery of the Products at the delivery location specified in the Purchase Order.

d) Seller acknowledges that risk of loss to Products shipped under any Purchase Order passes to Buyer in accordance with the Incoterms® specified in the Purchase Order.

e) Seller acknowledges that Buyer has the right to inspect the Products and/or the Services on or after the Products delivery date/Services performance date specified in the Purchase Order.

f) Buyer, at its sole option, may reject all or any portion of the Products and/or Services, if, after inspection as per article 3.e) above, it determines the Products and/or Services are nonconforming with Purchase Order specifications. In such case, Seller shall, at its expense, promptly replace the nonconforming Products and/or Services and pay for all related expenses (including, but not limited to, transportation charges for the return of the nonconforming Products).

4) PRODUCTS PRICES AND SERVICES FEES

a) Buyer shall purchase the Products and/or Services from Seller at the prices and/or fees set forth in the Purchase Order (respectively “**Prices**” and “**Fees**”).

b) Any additional costs, incurred by Seller in connection with the delivery of Products and/or performance of the Services, shall be borne by Seller, unless otherwise specified in the Purchase Order.

c) No increase in the Prices and/or Fees is effective, without the prior written consent of Buyer.

d) Payment terms and invoicing plan of the amounts effectively due (and not protested) as Prices of the Products and/or Services Fees, are set forth in the relevant Purchase Order.

5) TESTING AND INSPECTION

a) All testing and inspections must be carried out by the Seller in accordance with the technical specifications, the applicable laws and regulations, and any other requirements specified in the relevant Purchase Order.

b) The Buyer is entitled to carry out inspections at the Seller’s premises and/or at the premises of any Seller’s sub-contractor or sub-supplier, giving a reasonable advance notice to the Seller, in order to verify (i) the progress of the current Purchase Order and (ii) the Seller’s compliance with contractual obligations arising out from the Agreement.

6) PRODUCT/SERVICE WARRANTY

a) Seller warrants to Buyer that during Warranty Period each Product will (i) be free from any defects in workmanship, material and design, (ii) conform to the applicable laws and regulations, the specifications, drawings, designs, samples and other requirements specified in the applicable Purchase Order, (iii) be fit for its intended purpose and operate as intended, (iv) be merchantable;

b) During the Warranty Period, with respect to any allegedly defective Product, if Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Products (at Buyer’s discretion) and pay for all related expenses (including, but not limited to, transportation charges for the return of the defective or nonconforming Products to Seller and the delivery of repaired or replacement Products to Buyer). If Seller fails to timely deliver replacement of Products or repair the same within a reasonable time (in any case not later than 15 working days from notice of noncompliance issued by the Buyer to the Seller), Buyer may have said Products replaced or repaired from a third party, charging Seller with the cost thereof.

c) Seller warrants to Buyer that during Warranty Period each Service will (i) be free from any defects in design, (ii) conform to the specifications and requirements as indicated in relevant Purchase Order, (iii) be fit for its intended purpose and operate as intended in relevant Purchase Order.

d) During the Warranty Period, with respect to any allegedly defective Services, if Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly reinstate the correct performance of the defective Services and pay for all related costs and expenses. In said case, Seller shall also reimburse administrative and management costs necessary to reinstate the Services performance according to what set forth in the relevant Purchase Order. If Seller fails to timely reinstate the correct performance of the Services within a reasonable time (in any case not later than 15 working days from notice of noncompliance issued by the Buyer to the Seller), Buyer may have said Services performed from a third party, charging Seller with cost thereof.

7) INTELLECTUAL PROPERTY

a) Each Party acknowledges and agrees that: (i) any and all Intellectual Property Rights owned by or licensed to the other Party are the sole and exclusive property of that Party or its licensors; (ii) it shall not acquire any ownership interest in any of the other Party’s or its licensors Intellectual Property Rights under the Agreement.

b) To the extent that any Seller’s Intellectual Property Rights are incorporated into any Products and/or Services, Seller grants Buyer a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, non-sublicensable license and right to use such Seller’s Intellectual Property Rights to the extent necessary for Buyer to (i) own, exploit, use and transfer the Products, sell the Products to its final clients; (ii) use the Services.

c) For the purpose of these Terms and Conditions “**Intellectual Property Rights**” means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names; (iv) designs; (v) software and firmware; and (vi) trade secrets, business and technical information and know-how.

8) INTELLECTUAL PROPERTY INDEMNIFICATION

- a) Seller warrants to Buyer that purchase, ownership, possession, use and/or sale of Products and/or Services will not involve any infringement or misappropriation of intellectual property right of any third party.
- b) Seller shall, at its expense, defend, indemnify and hold harmless Buyer against any and all loss, damage, liability, claim, deficiency, action, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or in connection with any claim that Buyer's use or possession of the Products infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

9) CONFIDENTIALITY

- a) Each Party (as the "Disclosing Party") may disclose to the other Party (as the "Receiving Party") information about its business affairs, products and services, forecasts, confidential information and materials comprising or relating to Intellectual Property Rights, and other sensitive or proprietary information. Such information, as well as the terms of the Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", is collectively referred to as "Confidential Information" hereunder.
- b) The Receiving Party shall (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information; (ii) not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement; (iii) not disclose any such Confidential Information to any third party, without prejudice to Buyer's right to transfer or disclose with its own final clients the Confidential Information of the Seller, for the exclusive purpose of making final clients able to use and/or resell Products and/or Services.

10) BUYER'S EQUIPMENT

- a) All tools such as workshop equipment, photos, templates, moulds, equipment, etc., owned by the Buyer (or under Buyer's possession at any title), together with construction drawings, designs and documentation in general (the "Buyer's Equipment") are and shall remain the sole property of the Buyer.
- b) Buyer's Equipment must be returned to the Buyer without objection whenever requested by the same. In any event, the Seller undertakes to (i) use the Buyer's Equipment for the sole purpose of performing its obligations under the Agreement and (ii) mark such Buyer's Equipment clearly and in a way that is visible to everyone as the sole property of the Buyer, for as long as such Buyer's Equipment remain in Seller's possession. The extraordinary and ordinary maintenance and use of said Buyer's Equipment is under Seller's liability. The Seller is also responsible for the correct use of said Buyer's Equipment, so as not to cause injury to persons or damage to property. In the event of damage or loss, the Seller must pay the Buyer the full amount of the residual value of the lost or damaged Buyer's Equipment.

11) SUPPLY FOR MANUFACTURING PURPOSES

- a) Should the Seller, in accordance with the Purchase Order, perform manufacturing activities on raw materials and/or semi-manufactured goods delivered by the Buyer or by third parties authorised by the latter ("Semi-Finished Materials"), the provisions of these Terms and Conditions shall apply.
- b) Upon receipt of the Semi-Finished Materials and before the carrying out of such manufacturing activities, the Seller undertakes to verify that the Semi-Finished Materials are compliant with technical specifications and do not present any defects.

12) TERMINATION EVENTS

- a) Without prejudice to Buyer's right to claim for further damages, Buyer may at any time terminate the Agreement effective immediately, according to article 1456 of the Italian Civil Code, if: (i) Seller is in breach of the provision of articles 3.a); 3.f); 6.b); 6.d); 8.a); 9.b); 14.a); 15.a); 17.b) of these Terms and Conditions; (ii) Seller becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) a change in control of Seller occurs; (iv) the Seller's breach of the Agreement due to a Force Majeure Event cannot be cured by Seller within 30 working days from said event; (v) Seller is not compliant with Buyer's quality specifications and requirements.

13) FORCE MAJEURE

- a) No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (i) acts of God; (ii) flood, fire, earthquake or

explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) action by any governmental authority; (v) national or regional emergency. The impacted Party shall give notice promptly to the other Party, stating the date of occurrence of relevant Force Majeure Event and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. For the sake of clarity, Seller's sub-suppliers and/or sub-contractors defaults shall not be considered as Force Majeure Events.

14) RECALL CAMPAIGN

- a) In the event the Buyer conducts a recall campaign of its final products (hereinafter the "Final Products"), due to Products and/or Services defective and not compliant with Agreement's requirements and specifications, the Seller: (i) shall promptly provide the Buyer, directly and at its own expense, with the necessary Products and/or Services for repairing or replacing the Final Products, and (ii) shall promptly reimburse the Buyer the costs of any disassembly, assembly, repair and replacement of the Final Products, unless otherwise agreed in writing by the Parties' legal representatives.

15) INSURANCE

- a) Seller shall, at its own expense, maintain and carry in full force and effect appropriate civil and commercial general liability (including product liability) insurance policies with financially sound and reputable insurers.
- b) Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance evidencing the insurance coverage specified in this Section and with documents certifying payment of the relevant insurance premium.

16) APPLICABLE LAW AND JURISDICTION

- a) The Agreement shall be exclusively governed by and construed in accordance with Italian Law.
- b) The Courts of Milan, Italy, shall have exclusive jurisdiction for any dispute or claim arising from the Agreement.

17) MISCELLANEOUS

- a) Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement.
- b) Seller shall perform its obligations under the Agreement in compliance with all applicable laws and regulations (including but not limited to, REACH regulation EC 1907/2006 and ROHS directive 2011/65/EU and subsequent amendments) and with "Omnia Technologies Group Code of Ethics" available online. The Seller undertakes to provide the Buyer with all the documents and certificates required to demonstrate Seller's compliance to the above said regulations and to Omnia Technologies Group Code of Ethics.
- c) Seller and Buyer are independent contracting parties. Nothing in the Agreement creates any agency, joint venture, partnership or other form of joint enterprise relationship between the Parties. Neither Party has any right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.
- d) If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of the Agreement.
- e) No amendment of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- f) No waiver by each Party of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by such Party.
- g) Seller may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Buyer.