

1. Governing Terms and Definitions

1.1. Governing Terms

Unless otherwise expressly agreed in writing, each purchase order issued by Zenda Systems S.p.A. (the “Buyer”) shall be governed exclusively by these General Terms and Conditions of Purchase (the “GTC”).

Any general terms and conditions of the supplier, even if expressly referred to in the offer, quotation order confirmation or acceptance of the Order, as well as any terms or conditions differing from or additional to those set forth in the Order and/or these GTC shall not be binding upon or enforceable against the Buyers, unless expressly accepted in writing.

1.2. Definitions

For the purposes of these GTC, the following definitions shall apply:

“**Buyer**” the designated company representative responsible for procurement activities.

“**Contract**” means the contract for the purchase by Zendra Systems of Products or Services, which shall be deemed formed by and consist of the Order, these GTC, the Code of Conduct and any other documents expressly referred to in the Order.

“**Supplier**” means the supplier of Products or Services which are the subject matter of the Order.

“**Order**” means the purchase order issued by the Buyer for the purchase from the Supplier of the Products and/or Services.

“**Products**” means the goods supplied by the Supplier pursuant to the Order. Products shall also include, where applicable, any deliverables or results arising from the performance of the Services.

“**Services**” means the services provided by the Supplier pursuant to the Order.

“**Activities**” means all activities carried out by the Supplier in connection with or relating to the performance of the Contract.

“**Confidential Information**” means all the information, technical and commercial data, drawings, intellectual property rights, industrial or trade information, know how, commercial and industrial policies, internal processes and procedure of Buyer being disclosed during the execution of the Contract, whether or not expressly marked or stated as confidential;

“**Party**” or “**Parties**” means, individually Zendra Systems or the Supplier, and collectively both of them.

2. Formation of the Contract

2.1 Acceptance of the Order

The Order shall be deemed accepted and the Contract shall be deemed validly concluded and binding (i) if the Supplier does not reject or otherwise contest the Order in writing within two (2) days from receipt thereof; or (ii) at the moment the Supplier performs any act that reasonably indicates acceptance of the Order and the intention to perform the Activities, including, without limitation, commencement of performance, shipment of Products or provision of Services.

No modification to the Orders and/or the Contract shall have effect between the Parties unless it has been agreed in writing.

2.2 Order of Precedence

In the event of any conflict or inconsistency between the provisions of the Order and these GTC, the provisions of the Order shall prevail.

3. Deliveries

3.1 Delivery Terms

All Products shall be delivered to the Buyer in accordance with the delivery terms, dates and quantities specified in the relevant Order.

The delivery dates specified by the Buyer in the Order shall be deemed essential, bidding and of the essence for the Supplier. The Supplier shall promptly notify the Buyer as soon as it becomes aware of any actual or potential delay in the delivery of the Products/execution of the Services with respect to the agreed delivery dates.

Early deliveries of the Products/execution of the Services as well as partial deliveries or split shipments shall be permitted only with the Buyer's prior written approval. In any event, early delivery/execution shall not entitle the Supplier to any corresponding acceleration of the agreed payment terms, which shall in all cases commence from the originally agreed delivery date.

Without prejudice to the Buyer's right to claim compensation for any further damages and to exercise any other remedy available under law or contract, in the event of delayed delivery of the Products/exercise of Services, the Supplier shall pay the Buyer an amount equal to two (2) % of the price of delayed Products/Services for each week of delay, up to a maximum aggregate amount of sixty (60) %.

The Buyer shall be entitled to set off any amounts due by the Supplier under the above section against any payments due by the Buyer to the Supplier, irrespective of whether such credits are liquid, due or payable.

Acceptance by the Buyer of a late delivery shall in no event be deemed to constitute, even partially, a waiver of the Buyer's rights under this provision. It is further agreed that any delay exceeding five (5) business days beyond the agreed delivery date shall entitle the Buyer to cancel the Order, in whole or in part, and/or to terminate the Contract for default by written notice to the Supplier.

4. Performance of Services

4.1 General obligations of the Supplier

In performing the Services the Supplier shall strictly comply with all applicable laws, regulations and provisions and in particular shall (i) assume full responsibility for the execution of the Services and warrant to employ duly qualified, skilled and specialized personnel, (ii) implement all technical, organizational and equipment related measures required or prescribed by applicable health and safety laws and regulations, both for the protection of the health, safety and hygiene of its own technicians and workers and for the protection of persons, facilities and property of the Buyer and of third parties, in full compliance with applicable legislation; (iii) maintain in full force and effect, for the entire duration of the relevant Contract, the insurance policies in accordance with the

applicable legislation and the relevant industry practice; (iv) ensure that all personnel employed for the performance of the Services is fully compliant with all applicable laws and regulations relating to remuneration social security contributions, taxation, welfare and insurance, as well as with all applicable legislation governing employment relationships (including immigrations laws), regulations and applicable collective bargaining agreements and/or collective labor agreements, whether relating to subordinate employment, quasi-subordinate relationships or collaboration arrangements, and is duly qualified, trained and suitable for the Activities.

4.2. Services at the Buyer's Premises

Where the Supplier is required to perform the Services at the Buyer's plants, laboratories, warehouses or offices, the Supplier shall (i) ensure that its employees and personnel comply with the Buyer's internal regulations and safety procedures; (ii) comply with all precautions, measures and prohibitions in force for the prevention of fire hazards and for the protection of the HS&E and (iii) assume sole and exclusive responsibility for any accidents, incidents and damages of any kind, whether direct or indirect, caused by its personnel and /or by the performance of the Services to the Buyer's employees, property or assets and to expressly indemnify and hold harmless the Buyer from and against any and all liabilities, costs, expenses, claims or demands made by third parties in connection therewith.

4.3 Buyer's Inspection and verification rights

The Buyer reserves the right, at any time and by any reasonable and appropriate means, to verify the Supplier's compliance with the obligation set forth in the preceding section 4.2.

For such purposes, the Buyer shall be entitled to carry out inspections and audits at the Supplier's premises and/or at the locations where the Services are performed. The Buyer may exercise the audit and verification rights under this section at any time during the term of the Contract and for up to three (3) months following termination or expiration thereof, by sending a specific written request to the Supplier by registered letter with return receipt or by certified electronic mail zendrasystems@legalmail.it, where applicable.

Without prejudice to the foregoing, for the purpose of verifying the Supplier's compliance with section 4.2, the Buyer may at any time and at its sole discretion request the Supplier, by written notice, to provide the following documentation:

- an updated copy of the certificate of regularity of social security contributions ("*Documento Unico di Regolarità Contributiva – DURC*"), issued by the relevant social security and insurance authorities and referring to the Supplier's overall contribution position;
- a statutory declaration ("*Dichiarazione sostitutiva di atto di notorietà*") issued pursuant to applicable law, whereby the Supplier declares under its own responsibility that it is fully compliant with the payment of all social security, welfare and insurance contributions (including, by way of example, INAIL, INPS and Construction Workers' Funds, where applicable);
- any other documentation specifically requested by the Buyer evidencing, insofar as relevant to the Services entrusted, the Supplier's compliance with labor laws and regulations and/or the payment of social security contributions and wages relating to the Supplier's personnel, including by way of example the payroll register ("*Libro Unico del Lavoro – LUL*"), bank transfer records evidencing payment of wages to employees assigned to the Services, and receipts of payments made to the competent authorities (e.g. F24 forms).

The Supplier shall comply with the Buyer's request without delay and in any event within fifteen (15) days from receipt thereof.

In the event of:

- (i) failure to provide the documentation referred to above within the prescribed time limits; and/or
 - (ii) failure to regularize any outstanding social security or welfare contributions,
- the Buyer shall be entitled to terminate the Contract for default in accordance with section 7.2 below.

It is expressly understood that the Buyer's failure to exercise its inspection and verification rights in respect of the Supplier's compliance with the obligations above, as well as any positive verifications carried out pursuant to this section 4 and/or any payment made by the Buyers, shall not in any way prejudice the Buyer's right to be indemnified under section 9 below.

4.4 Prohibition of subcontracting and sub-supply

Unless otherwise expressly authorized in writing by the Buyer, the Supplier is expressly prohibited from subcontracting or outsourcing to third parties, in whole or in part, the manufacture of the Product and/or the performance of the Service that are the subject of the Order.

In the event that the Buyer authorizes subcontracting or sub-supply, the Supplier shall ensure, and hereby warrants, that any subcontractor and/or sub-supplier fully complies with all provisions of these General Terms and Conditions, as well as with all obligations applicable to the Supplier under the Contract.

5. Risk and title

5.1 Delivery

No delivery shall be received and accepted unless the Product is accompanied by a delivery note indicating the nature, code, unit of measurement and quantity, the Supplier's code and the number, date and reference of the Order.

Without prejudice for any specific detailed instruction provided by the Buyer, packaging and transportation of the Product shall be carried out with all necessary precautions to ensure adequate protection against damage during handling and transit.

For the purpose of determining compliance with delivery deadlines and the transfer of the risk of loss of or damaged to the Product, in whole or in part, from the Supplier to the Buyer, the Incoterms® rules expressly referred to in the relevant Order shall apply. Unless otherwise expressly agreed in the Order, delivery shall be made DAP (Zendra Systems's Premises) where the Supplier is established within the European Union or DDP (Zendra Systems' Premises) where the Supplier is established outside the European Union. It is understood that the above delivery terms, as well as any other delivery terms agreed in the Order that substantially corresponds to Incoterms® shall be interpreted in accordance with the meaning attributed to them by the last edition of the Incoterm published by the International Chamber of Commerce in force at the relevant time.

5.2 Transfer of title and acceptance

Title to the Product shall pass to the Buyer at the time of transfer of risk as provided for under the Incoterms[®] applicable as above.

Ownership of any work, deliverable or output produced in the performance of the Service shall pass to the Buyer upon the Buyer's acceptance thereof.

In both cases, where applicable, the Product and/or the Services (and/or any related work or deliverable) shall be deemed finally accepted by the Buyer only upon the successful completion of any inspection, testing or acceptance procedures expressly agreed in writing between the Parties.

5.3 Conditional acceptance

Depending on the circumstances and at the sole discretion of the Buyer, the Buyer may accept the Product with reservation, in whole or in part, where it identifies non-conformities or minor defects that do not materially compromise the safety and/or intended use of the Product and/or the environment in which they are to be installed or used.

In such case, the Supplier undertakes to remedy the non-conformities identified in the relevant inspection or acceptance report within the deadline specified therein.

In the event of acceptance with reservations, the Buyer shall be entitled to withhold, in whole or in part, any payments due to the Supplier until the Parties have agreed on, and the Supplier has implemented, the measures required to bring the Product into full conformity with the Contract.

5.4 Rejection of non-conforming Products

Any delivery of Products that does not comply with the Contract shall be rejected and held at the Supplier's disposal. The Supplier shall be notified of such rejection within two (2) business days. Without prejudice for any remedy granted to the Buyer by the law and the Contract, if the Supplier fails to collect the rejected Product within eight (8) calendar days from receipt of the rejection notice, the Buyer reserves the right to charge storage and handling costs and/or to return the Products to the Supplier at the Supplier's sole cost and expenses.

6. Price – Invoicing – Payment**6.1 Price**

The prices specified in the Order, once such Order has been accepted, shall be fixed and firm and shall not be subject to adjustment, in any case, including in case of increase of the manpower and raw material's prices and unforeseeable circumstances.

Unless otherwise expressly agreed in writing, prices shall be deemed to include all costs, charges and expenses borne by the Supplier up to delivery of the Products to the Buyer, in accordance with the agreed Incoterms[®] delivery term, including, without limitation, transportation, packaging, unloading, insurance and custom clearance costs, which shall remain at the Supplier's expense.

6.2 Invoicing

Invoices shall be issued by the Supplier strictly in accordance with the operational and invoicing instructions communicated by the Buyer to the Supplier in writing and in accordance with the applicable laws.

Unless otherwise agreed in writing, invoices must include the description of the relevant Products/Services, number, date and reference of the relevant Order, the code of the Product or Service, the number of the delivery note, the quantity delivered, the unit price, the total price, VAT and Supplier's code.

6.3 Payment

Buyer shall pay the invoice, issued in accordance to section 6.2 above, according to the agreed payment terms mentioned in the order.

It is expressly understood that the Buyer shall be entitled to suspend payments at any time in the event of the Supplier's breach of any obligation under the Contract and/or any other contract entered into with the Buyer which the parties agree to consider as to be functionally connected with and dependent upon the Contract.

Such suspension of payments shall in no event entitle the Supplier to suspend or delay performance of its contractual obligations towards the Buyer.

The Buyer shall be entitled to set off any amounts payable to the Supplier against any receivables due to the Buyer and/or to the Buyer's controlling, controlled and affiliated companies, whether such receivables are liquid, due or payable.

7. Termination

7.1 Termination for convenience

The Buyer shall be entitled to withdraw the Order and terminate the Contract at any time by giving the Supplier fifteen (15) days prior written notice. No compensation or indemnity shall be due by the Buyer to the Supplier as a consequence of the termination, save for the Supplier's right to be paid for the Products duly delivered and for the Services duly performed up to the effective date of withdrawal.

7.2 Termination for default

In the event of the Supplier's failure to perform any of its obligations under the Contract, without prejudice to any other remedy provided by the law and the Contract, the Buyer shall notify the breach to the Supplier requiring the remedy of such breach withing fifteen (15) days from receipt of the notice. Should the Supplier fail to remedy the breach within such term, the Contract shall be deemed automatically terminated with immediate effect.

In addition to the above, the Buyer shall be entitled to terminate the Contract at any time by written notice to the Supplier, with effect from the date indicated in such notice, upon occurrence of any of the following events attributable to or affecting the Supplier:

- a) liquidation or commencement of any insolvency, bankruptcy or other collective proceeding;
- b) breach of the obligations set forth in sections 3.1, 3.2;
- c) due to the accrued delay the payable penalties exceed the maximum cap under section 3;
- d) breach of the obligations set forth in section 4;

- e) breach of statutory obligations relating to the remuneration, social security, welfare and insurance treatment of the employees;
- f) breach of the obligations set forth in section 13.

Termination pursuant to this section 7, as well as termination of the Contract for any other reason, shall not affect Supplier's obligation under section 13 (Confidentiality) which shall expressly survive termination or expiration of the Contract.

8. Force Majeure

Failure by either Party to perform its obligations under the Contract shall not constitute a breach where such failure is caused by objective circumstances that are unforeseeable and beyond the reasonable control of the affected Party.

For the purposes of this clause, events of force majeure shall include, without limitation, war, fire, flood, general strikes, lockouts, embargoes and acts or orders of public authorities, provided that such events are not directly or indirectly caused by, or attributable to, a breach of the Supplier's contractual obligations.

The Party whose performance is prevented or delayed by a force majeure event shall promptly notify the other Party thereof and shall take all reasonable measures to overcome or mitigate the effects of such event and to resume performance of its contractual obligations as soon as reasonably practicable. If the aforementioned notice is not given without delay, the disclaimer shall take effect from the moment the notice reaches the other Party. If the effect of the impediment or event invoked is merely temporary, the exonerating scope of this article will have its effects only limited to the period of time in which the force majeure event lasts.

If the duration of the force majeure event invoked has the effect of substantially depriving the Parties of what they were reasonably entitled to expect from the contract, either Party shall have the right to terminate the contract by notice within a reasonable time to the other Party.

In case the force majeure event lasts longer than fifteen (15) consecutive days, the Contract may be terminated by either Party. The termination shall take effect eight (8) days after the receipt of the above notice.

9. Warranties and remedies

9.1 Supplier's Warranties

The Supplier warrants and represents that the Products shall:

- (a) comply with all applicable laws and regulations and with the highest standards of safety and environmental protection;
- (b) conform to the provisions of these GTC, the Contract and the applicable relevant technical specifications;
- (c) be free from any defects in design, manufacture or storage;
- (d) be compatible with any parts to be assembled or installed on the Products in accordance with the technical specifications or other information provided by the Buyer;

- (e) be fit for their ordinary intended use or for any specific use required by the Buyer and made known to the Supplier;
- (f) conform in all respects to the characteristics and quality of the samples or models submitted by the Supplier.

9.2 Remedies for defective or non-conforming Products

In the event of any defect in or non-conformity of the Products with the warranties set forth above, the Buyer shall be entitled, at its sole discretion, to exercise any of the following remedies:

- (a) require the elimination of the defects or non-conformities, or the replacement of the non-conforming Products or of the entire batch of which they form part, at the Supplier's sole cost and expense and within the deadline specified by the Buyer;
- (b) require a reasonable reduction of the price of the non-conforming Products or of the batch in which the non-conforming Products are found;
- (c) terminate for breach the Contract relating to the non-conforming Products or to the Products forming part of the affected batch, refuse payment of the purchase price and demand reimbursement of any amounts already paid by the Buyer in relation to the defective or non-conforming Products.

The fact that the Buyer has requested the elimination of defects or non-conformities pursuant to the point (a) above shall not preclude the Buyer from exercising the rights set forth in points (b) and (c) if the Supplier fails to remedy the defects or replace the defective Products within the deadline specified by the Buyer.

In any event, in addition to the remedies set forth above, where the Products do not comply with the warranties under Article 6.1, the Buyer shall be entitled to:

- (a) suspend payments due to the Supplier in relation to the non-conforming Products or to the batch in which such Products are found; and
- (b) claim compensation for all direct and indirect damages arising from the defective or non-conforming Products.

The warranties and remedies expressly provided for under this section 9 shall be deemed additional and not exclusive, and shall not replace or limit any other remedies or warranties available under applicable law in the event of defects or non-conformity of the Products.

It is expressly agreed that by way of derogation of any applicable law provisions the time limit for notifying defects or non-conformities of the Products shall be sixty (60) calendar days from the date of their discovery.

10. Insurance

The Supplier shall hold insurance policies to cover its civil and professional liability for damages that may arise from the Contract. These policies are taken out for amounts appropriate to contractual commitments. The Supplier shall promptly provide the insurance certifications justifying the coverage of the corresponding risks. These certificates must indicate the amount and scope of the guarantees and their periods of validity and must mention that the premiums have been duly paid. The Supplier undertakes to document the foregoing and provide the relevant supporting documentation within 5 (five) days of Buyer's request.

11. Intellectual Property

11.1 non-infringement warranty and indemnity

The Supplier warrants that the Products supplied by it, including their components and accessories, as well as, where applicable, the works carried out by the Supplier for the Buyer, and the use of the Services provided (in both cases, including where such Products or Services are subsequently modified, processed or further developed by the Buyer or by third parties on behalf of the Buyer), do not and shall not infringe any industrial or intellectual property rights of third parties.

The Supplier shall assume full responsibility for the prompt settlement and defense of any claims, actions or demands brought by third parties alleging infringement of their industrial or intellectual property rights as a result of the possession or use, as applicable, by the Buyer of the Products and/or the Services, and shall fully indemnify and hold harmless the Buyer from and against any such claims, including any related damages, losses, costs and expenses.

11.2 Assignment of Intellectual Property Rights

The Supplier hereby **assigns exclusively to the Buyer**, with full title guarantee, **all intellectual property rights** in and to the results of any creative or inventive activity conceived, created or developed by the Supplier in the performance of or as a result of the Services, including, without limitation, designs, inventions, data, results, information, methods, specifications, know-how, software, photographic or video materials, products, tools or molds (the "Results"), whether or not protectable by patent, copyright or any other form of intellectual or industrial property right.

Such assignment shall be worldwide, perpetual and irrevocable, and shall include all rights of use, exploitation, reproduction, modification and transfer, without any geographical or time limitation.

Where the use of the Products requires the use of any patent, software, know-how or other intellectual property right owned or controlled by the Supplier the Supplier hereby grants to the Buyer, as of now, a non-exclusive, royalty-free, irrevocable, perpetual and transferable licence, with the right to sublicense, to use them solely for the purpose of enabling the Buyer to use the Products.

The prices agreed for the Products/Services shall be deemed to include full consideration for the assignment of the intellectual property rights in accordance with the above sections, and, unless agreed otherwise in writing, no additional compensation shall be due to the Supplier in this respect.

11. Confidentiality

The Supplier shall:

- (a) keep the Confidential Information strictly confidential and not disclose it to any third party;
- (b) implement all reasonable and appropriate measures and safeguards necessary to prevent any unauthorized disclosure or use of the Confidential Information;
- (c) upon completion of the supply, or earlier upon the Buyer's request, immediately return all documents containing Confidential Information and/or any other data belonging to the Buyer, and destroy and/or permanently delete any copies thereof in paper form or on any other medium (including any electronic or digital media), provided that, within fifteen (15) calendar days from the Buyer's request, the Supplier shall deliver to the Buyer a written certification attesting to the destruction and/or deletion of such documents and/or reproductions, unless retention is required by applicable law;
- (d) use the Confidential Information solely to the extent strictly necessary for the performance of the Contract;

- (e) not reproduce or copy the Confidential Information except to the extent expressly authorized in writing by the Buyer;
- (f) limit the internal disclosure of the Confidential Information within its organization exclusively to those employees whose duties strictly require knowledge thereof;
- (g) inform all employees within its organization who have access to the Confidential Information of the confidentiality obligations applicable thereto;
- (h) impose and ensure compliance with the obligations set forth in this section on any third party to whom the Supplier must disclose the Confidential Information in connection with the performance of the Contract, it being understood that the Supplier shall remain fully liable towards the Buyer for any breach of section relating to the Confidential Information committed by such third party.

12. Personal Data Protection

The Parties mutually acknowledge that, for the purposes of the execution and administrative and accounting management of the Agreement, each Party may communicate to the other Party personal data, as defined under the applicable data protection laws.

Each Party undertakes to process such personal data in compliance with Regulation (EU) No. 2016/679 (GDPR) and with Legislative Decree No. 196/2003, as amended by Legislative Decree No. 101/2018, as applicable.

The Supplier's personal data shall be processed in accordance with applicable law.

13. Compliance with Legislative Decree no. 231/2001 and the Code of Ethics

The Supplier acknowledges that the Zendra Systems, pursuant to Italian Legislative Decree of 8 June 2001 No. 231 (the "Decree"), has adopted an Organization, Management and Control Model and a Code of Ethics (the latter available at the Buyer's registered office and online at the website: [...] - the "Code of Ethics").

The Supplier undertakes not to engage in any conduct that may constitute any of the criminal offenses contemplated by the Decree – irrespective of whether such offense is actually committed or punishable – and to operate in full compliance with the provisions and principles set forth in the Decree.

The Supplier further undertakes to comply with the provisions of the Code of Ethics, as applicable to it and as amended from time to time, in the performance of all activities under the Agreement and in its dealings with the Buyer.

Any breach of this Article shall constitute a material breach of the Supplier's obligations under the Agreement and shall entitle the Buyer to terminate the Agreement with immediate effect.

14. General Provisions

14.1 Amendments

No amendment, modification, integration and/or waiver of these General Terms and Conditions and/or of the Agreement and its annexes shall be valid or binding upon the Parties unless made **in writing** and duly agreed by the Parties.

14.2 Severability

The invalidity and/or subsequent ineffectiveness of one or more provisions of these GTC and/or of the Contract shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

The Parties hereby agree to use their best efforts, acting in good faith, to replace any invalid or ineffective provision with a valid and effective provision which, to the greatest extent possible, achieves the economic and legal purposes of the invalid and/or ineffective provision.

14.3 No Waiver

Any failure or delay by either Party in exercising any right, remedy, power or privilege under these GTC and/or the Contract, whether arising from conduct or otherwise, shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.4 Governing Law and Jurisdiction

This Contract shall be governed by and construed exclusively in accordance with Italian law, to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), Vienna, 11 April 1980.

Any dispute arising out of or in connection with the interpretation, performance or termination of the Contract shall be subject to the exclusive jurisdiction of the Court of Savona (Italy), including, without limitation, cases involving multiple defendants, third-party proceedings, joinder of parties, or interim, precautionary or urgent measures.

Notwithstanding the foregoing, ZENDRA SYSTEMS S.p.A. shall also be entitled, at its sole discretion, to bring proceedings against the Supplier before the courts of the place where the Supplier has its registered office or domicile.