

General Terms and Conditions of Sale of Products and Services

- A. These general terms and conditions of sale ("General Conditions") govern the relationship between Custom 2.0 S.r.l., Tax Code and VAT 05528440018, with registered office in Turin, via Pomba no. 29 and operational headquarters in Grugliasco (TO), strada del Portone no. 129 ("CustoM") and the purchaser who does not qualify as a consumer pursuant to Legislative Decree no. 206/2005 ("Customer" and, Custom (collectively with Custom, "Parties") relating to the sale of goods – including, but not limited to, (i) Custom hardware components, (ii) software components, (iii) non-CustoM branded products ("Products") – by Custom to Customer. These General Terms and Conditions also govern the relationship between Custom and the Client if the production of the Products is envisaged as part of the completion of a work or the provision of services is envisaged, – including, but not limited to, (i) maintenance, (ii) assistance, (iii) design and (iv) training ("Services").
- B. These General Conditions, together with the Offer (as defined below), constitute the contract that will govern the relationship between the Parties. In the event of any discrepancy between the provisions of the Offer (as defined below) and the provisions of the General Terms and Conditions, the provisions of the Offer shall prevail.
- C. The Client may not invoke or object to conditions other than those contained in the General Conditions. Any clause and/or provision affixed by the Client in the Offer (as defined below) and/or in any case in its correspondence, contrary and/or in any case supplementary to the General Conditions, will be considered as invalid and/or ineffective and/or not binding for Custom, unless expressly accepted in writing by Custom.
- D. The Offer (as defined below) and these General Terms and Conditions null and void, even for mere interpretative purposes, any previous draft or punctuation, as well as any negotiation, even if merely verbal.

1. Acceptance of the Offer

1. Custom will send the Client an offer, drawn up on the basis of the Client's requests, which will contain – among other things – (i) the indication of the type, quantity, unit price and total price of the Products and Services offered, (ii) the terms of payment, (iii) the indicative delivery term, (iv) the delivery methods and (v) the terms of the warranty on the Products and (vi) with regard to the Services, service level agreements ("Offering"). The Offer will be transmitted together with the General Conditions.
2. The Client must read the Offer and the General Conditions, the latter also available on the www.customsrl.com website, examine them and sign the Offer before transmitting it to Custom as a sign of unconditional acceptance of the General Conditions as well.
3. The Offer must be signed by the Customer within 30 days of receipt, unless otherwise provided in writing in the Offer itself; otherwise, Custom reserves the right to confirm the Offer or to modify its conditions, by transmitting a new Offer to the Client, which will replace the previous one and will be subject to the same acceptance term as provided above.

CustoM 2.0 S.r.l. | www.customsrl.com

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4. Except as provided in paragraph 3 above, it will not be possible to cancel or modify its content after the transmission of the signed Offer, unless otherwise agreed in writing between the Parties.

2. Terms and methods of delivery

1. Unless otherwise expressly provided for in the Offer, the delivery term indicated in the same is indicative and not essential and may be waived by Custom.
2. Therefore, any delays in the delivery of the Products will not entitle the Client to terminate the contractual relationship or claim compensation for damages.
3. Unless otherwise provided for in writing in the Offer itself, delivery may take place:
 - (i) "ex-works": Custom will notify the Client of the availability of the Products at its factory and the Client must collect them within the following 7 days; if the term has elapsed without the Client having collected the Products, Custom will charge the Client for any storage costs of the Products and Custom will not be responsible for any deterioration or perishing of the Products.
 - (ii) by Custom at the place indicated by the Customer; in this case, Custom will charge the cost of transport to the Client; the ownership and risk of loss of the Products will pass to the Client when Custom remits the Products to the carrier or shipper.
4. If, for reasons not attributable to Custom, the Client is not available to receive or collect the Products or to carry out the Site Acceptance Test, payment of the price referred to in article 3 below will still be due

3. Price and payments

1. The price of the Products, Services and/or works is indicated in the Offer. The prices referred to in the Offer shall be understood as not including: (i) VAT and any other tax to be applied to the Products and Services on the basis of specific provisions of law and (ii) insurance costs.
2. The Client must provide Custom together with the submission of the Offer subscribed in the manner referred to in paragraph 1.3 above. any documentation certifying the exemption from the payment of taxes and/or duties.
3. The payment terms are set out in the Offer.
4. If, before delivery of the Products, the Client requests changes to the provisions of the Offer, the changes will be subject to a new Offer in the manner provided for in Article 1 above, without prejudice to the obligation to pay the price in full in the manner and within the terms indicated in the Offer.
5. In the event of full or partial advance payment of the price, Custom will not start executing the Offer until the advance payment has been made; if the advance payment is not made by the Client within 10 days of the due date, Custom shall be entitled to terminate the contractual relationship and to take action for damages.
6. In the event of payment of the price in instalments, failure by the Client to pay even just one instalment on the due date will entitle Custom to immediately suspend the execution of the Offer until it has been collected, without the need for prior notice to the Client. The delivery terms provided for in the Offer will be automatically extended for a number of days equal to those of effective suspension.



7. In addition, failure by the Client to pay even one instalment of the price on the established deadline will result in the forfeiture of the benefit of the established term in favour of the Client with the right of Custom to immediately demand payment of the full price.
8. Pursuant to art. 1461 of the Italian Civil Code, Custom may suspend the execution of the Order if the Client's financial conditions have become such as to clearly endanger the achievement of payment by the Client, unless the Client provides a suitable guarantee.
9. Late payment of the price with respect to the terms indicated in the Offer will result in the automatic accrual of interest pursuant to Legislative Decree no. 231/2002.
10. Payments must be made by bank transfer to the current account indicated by Custom.
11. The Client is obliged in any case to make the payments due under the terms set out in the Offer, regardless of any objection and/or dispute raised by the Client.

4. Liability

1. The Client is responsible for the quantitative, qualitative and technical data referred to Custom in order to receive the Offer; the Client is also required to verify the correspondence of the Products indicated in the Offer to its quantitative, qualitative and technical requirements; Custom will not be responsible for any discrepancies not reported before the signing and transmission of the Offer by the Client.
2. It is the Customer's sole responsibility to properly store and use the Products in such a way as not to deteriorate or damage them. In the event of improper custody or use of the Products, the Customer shall not be entitled to any warranty or plead to any defect in the Products.

5. Warranty

1. The Customer must report any defects in the Products within 8 days of delivery.
2. The Customer must report any hidden defects, not attributable in any way to the use of the Products, within 8 days of discovery.
3. The report must be made by registered mail with return receipt or by certified e-mail to the address customsrl@legalmail.it with the exclusion of other means of transmission.
4. In any case, any form of warranty will be void after 1 year from the delivery of the Products.
5. In relation to the Hardware Products, Custom guarantees that the Product is free of material defects and manufacturing defects that make it substantially different from the technical specifications indicated by Custom: in relation to the Software Products, Custom guarantees any malfunctions resulting from defects technically attributable to its work.
6. Technical malfunctions resulting from the work of parties other than Custom as well as deriving from changes to the Product made by the Customer with respect to what is defined in the Offer do not constitute defects of the Products.
7. In any case, the warranty provided by Custom is void and cannot be asserted by the Customer in the event of (i) improper use of the Product also – among other things – resulting from use that does not comply with the technical specifications of the Products, (ii) inadequate maintenance, (iii) incorrect installation, (iv) repair, (iv) inadequate calibration, (v) unauthorized modifications, (vi) improper voltage, (vii) accidents, (viii) negligence of the Client or third parties, and (ix) acts of God, such as, but not limited to, natural disasters, lightning, fire, flood, war (whether declared or undeclared), general military mobilizations, insurrections, requisitions and seizures.



8. If Custom is required to intervene for defects other than those indicated in paragraph 5 or in any case in the cases of express exclusion of the warranty indicated in paragraphs 6 and 7 above, Custom will deliver to the Customer an intervention report that will contain – among other things – the time taken and will charge the Customer for the cost of the diagnosis as well as the cost for the restart of the systems after the autonomous intervention by the Customer or third parties.
9. If Custom recognizes the defects reported by the Client, it may – at its sole discretion – (i) repair or replace the defective Products or (ii) refund the Client part of the price if already paid in full – or reduce the part of the price still to be paid – in proportion to the value of the defects recognized.
10. In any case, the recognition of any defects will not legitimize the Customer to terminate the contractual relationship.

6. Use of Products and Intellectual Property

1. The Products must be kept in the manner indicated in the Offer and/or in the technical specifications of the Products themselves.
2. The ownership of all industrial and/or intellectual property rights, including the related rights of economic exploitation, on the Products (including the Software Products and their source codes), as well as on the related preparatory works, on the technical specifications, are exclusively of Custom. In any case, Custom may always use, in whole or in part, the Software Products in relation to the sale of Products to different customers who are not in competition. The Software Products will be licensed for use by Customer and Customer shall have no right to transfer, license/sublicense or otherwise distribute the Software Product to any third party. Customer will not copy or modify the Software Product, in whole or in part, or circumvent any technical restrictions or limitations of the Software Product, except as expressly authorized in the Offering. Customer will not provide or otherwise make available the functionality of the Software Product to any third party.
3. Custom also retains all rights to trademarks, logos, names, and other distinctive signs associated with the Products, with the consequence that the Client may not use them in any way without the prior written authorization of Custom.
4. Customer acknowledges that the Products and works contain Custom's trade secrets, and in order to protect such trade secrets and other interests that Custom may have, Customer agrees not to disassemble, decompile, or otherwise reverse engineer the Products or works in order to discover or otherwise obtain the source code of the Products or works thereof, nor to allow any third party to do so.

7. Performance of a Work or Services

1. If, in addition to the possible sale of the Products, the Offer provides for the creation of a work or the execution of Services, the regulations provided for in this article will apply, in addition to all the clauses of these General Conditions unless clearly incompatible.
2. Without prejudice to the provisions of article 4.1 above, the Client – in order to receive the Offer – must transmit to Custom, if necessary and unless otherwise indicated in the Offer, the project whose implementation and correctness is the complete responsibility of the Client.
3. In any case, the Client must put Custom in a position to be able to carry out the work or perform the Services.



4. The responsible party(s) are indicated in the Offer.
5. The following remain the sole responsibility of the Customer and therefore excluded from the Offer, unless otherwise indicated in writing in the Offer itself: any necessary permit and/or license and/or authorization, the transfer and unloading of the Products, the custody of the Products, the supply of electricity and water, the ladders, the lifting equipment of the Products, the scaffolding, the charges relating to the occupation of public and private areas, masonry works and related materials, cleaning of the construction site/premises, as well as anything not expressly provided for in the Offer.
6. The Client shall also be responsible exclusively for charges and responsibilities relating to the safety of the construction site/premises, except for those borne by Custom by express provision of law.
7. Unless otherwise indicated in the Offer, the term of execution of the works or Services indicated in the Offer is indicative and not exhaustive; therefore, the Customer will not be entitled to terminate the contractual relationship or charge damages to Custom if the deadline is not respected.
8. Custom will not be liable for any stoppages in the execution of the work and if they depend on circumstances attributable to the Customer or to third parties or in any case outside its control.
9. In the event of increases in the cost of materials or labour exceeding 5% of the price provided for in the Offer, the Client shall pay Custom, in addition to the price, the entire difference between the price increased by costs and the price provided for in the Offer.
10. If the Customer requests works or Services in addition to those provided for in the Offer, they will be the subject of a new Offer in the manner provided for in Article 1 above.
11. Any defects in the works must be reported by the Customer within 8 days of delivery, under penalty of forfeiture; in the absence of objections within this period, the work will be considered accepted by the Customer without reservation. Any hidden defects inherent in the works must be reported by the Customer within 8 days of discovery, under penalty of forfeiture of any warranty. However, it is understood that Custom will not be responsible for any defects not directly attributable to its work. The report of defects must be made by registered mail with return receipt or by certified e-mail to the customsrl@legalmail.it address with the exclusion of other means of transmission.

8. Force Majeure

1. Custom shall not be liable for delays in deliveries or other non-performance to the extent that they are due to force majeure, such as, but not limited to, fires, wars (whether declared or undeclared), general military mobilizations, insurrections, requisitions, seizures, objective impossibility of energy supply, epidemics, work stoppages, labor unrest, transportation difficulties, strikes, lockouts, production stoppages due to unreasonably foreseeable technical causes and defects or delays in deliveries by suppliers, natural disasters, measures of public authority or other circumstances that have occurred after the signing of the Offer.
2. In the event of impossibility to perform, the execution of the Offer will be suspended for the duration of the cause of impossibility to perform, without Custom being able to consider itself responsible or required to compensate for any damages.
3. In the event that the force majeure event lasts for a period of more than 6 consecutive months, both the Client and Custom shall have the right to terminate the contractual



relationship, without Custom being held liable for the delay or obliged to compensate the Client for the damage that may result.


9. Processing of personal data

1. Pursuant to and for the purposes of Legislative Decree no. 196/2003 and EU Regulation no. 2016/679, the Client acknowledges that it has received and accepted Custom's information regarding the processing and communication of the data provided to Custom for the preparation, and/or in function and/or execution, of the Offer. In any case, if necessary, the signing of these General Conditions has the value of further certification of the Customer's consent to the processing of their personal data, as provided for in the specific Custom information available at the following link [*].

10. Applicable law and exclusive jurisdiction

1. The Offer, the General Conditions and in any case the contractual relationship between the Parties will be governed and interpreted in accordance with the laws of the Italian Republic.
2. Any dispute that may arise between the Parties in any way arising from or in any way relating to the Offer, the General Conditions and in any case to the contractual relationship between the Parties, including validity, interpretation or execution, will be subject to the exclusive jurisdiction of the Court of Turin.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Client declares that he has read, examined and specifically approves the following clauses of the General Conditions: letter C (non-derogation by the Client of the General Conditions); 2.1 (derogation of the delivery deadline by Custom); 2.2 (waiver of the right of termination in the event of delays in delivery); 3.5 (consequences of non-payment in advance); 3.6 (suspension of execution of the Offer); 3.7 (forfeiture of the benefit of the term); 3.8 (suspension of the execution of the Offer in the event of deterioration of the Client's financial condition); 3.12 (solve et repete clause); 4.1 (the Client's responsibility for the data provided in the Request for Offer); 4.2 (Customer's liability for the use and custody of the Products); 5.2 (forfeiture of the warranty in case of use of the Products); 5.4 – 5.7 and 5.9 (limitation of warranty for defects); 5.10 (waiver of termination of the contract in the event of defects recognized by Custom); 6.2 and 6.4 (restrictions on contractual freedom in relations with third parties in the field of intellectual property); 7.6 (responsibility for site safety/premises); 7.7 (waiver of the right to terminate in the event of delays); 7.8 (stops in the execution of the work); 7.11 (forfeiture of the warranty); 8 (force majeure); 10.2 (jurisdiction).

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	Confidential documentation for the exclusive use of the parties.	Pag. 6 / 6