1. Scope and Applicability. These General Terms & Conditions of Supply (hereinafter “General Terms”) shall apply between OSAIcnc S.r.l. (hereinafter “OSAIcnc”) and its customers (hereinafter “Customer’S”) with respect to any sale of products supplied by OSAIcnc, including parts of products, Software and services, except for what specifically set forth below. All offers are “Ex-Works Only” (EXW) and the terms and conditions set forth in OSAIcnc’s offer or order confirmation, in case of conflict with those herein set forth, shall prevail. No other amendment to these General Terms shall be valid unless accepted in writing by an authorized OSAIcnc’s representative. Any different or further conditions included in the order or in any other document formed by the Customer shall be considered invalid.

2. Offers. OSAIcnc’s written offers are valid for the period therein set forth and, in lack of any indication, the validity of the offers is 30 (thirty) days from their issuing. OSAIcnc reserves the right to modify the proposed conditions until OSAIcnc orders’ confirmation, whose conditions, therefore, if in contrast with the offer, shall prevail.

3. Orders Confirmation. Purchase orders shall be sent to OSAIcnc in writing and shall only be binding on OSAIcnc upon their written confirmation by OSAIcnc and at the terms and conditions set forth in such confirmation, together with those set forth in the General Terms and those set forth in OSAIcnc’s offer, if not different, according with artt. 1 and 2 above. OSAIcnc’s order confirmation shall be considered accepted by the Customer upon its acceptance and in all legal ways and in lack of any written objection within 3 (three) days from its sending to the Customer.

4. Orders Forecast. In case of supply of customized Products, the forecast, split into each single unit, shall be submitted in writing to OSAIcnc at least one quarter before the beginning of each calendar semester (i.e. within 31st March and 30th of September) or within the different term set forth in OSAIcnc’s offer, bearing the Customer’s purchase forecast for the relevant calendar semester or within 31st July to 31st March (i.e. from January to 30th June) or for the different term set forth in OSAIcnc’s offer. Orders placed are subject to ordinary processing set forth above and OSAIcnc undertakes no liability whatsoever in case the orders exceed the forecast.

5. Orders Cancellation and Assignment. After OSAIcnc orders’ confirmation issuing, orders may be cancelled by Customer upon OSAIcnc’s written consent only and at the conditions set forth by OSAIcnc on a case by case basis. In general orders’ cancellation shall be requested in writing and the cancellation conditions possibly set forth by OSAIcnc depend on the expenses incurred and the damages suffered by OSAIcnc at the date of receipt of Customers’ written cancellation request. The Customer is not entitled to assign the contract, or any of its obligations, to any other subject without OSAIcnc’s prior written consent.

6. Products Delivery. Products shall be delivered EXW In termSQLExceptions ICC2010 OSAIcnc premises in Ivrea (TO) or Barone Canavesi (TO), Italy, as set forth in OSAIcnc’s offer or order confirmation. Should OSAIcnc appoint a carrier, this shall be considered done on behalf of the Customer, therefore the passing of risk and the other consequences of above delivery term shall not be altered thereby and the Customer shall remain fully responsible for all damages attributable to transport. Such possible damages shall be noticed by the Customer, to the carrier, upon Products’ delivery, by means of an express written reservation on the delivery documents, and to OSAIcnc, by means of a detailed and written notice thereof to be received by OSAIcnc no later than 15 (fifteen) days from delivery. The present condition attributing to Customer all transport costs and risks applies to all Products (and parts thereof) to be delivered, unless otherwise agreed in writing between the parties. Should OSAIcnc not receive the written notice of the above condition within 3 (three) days from the delivery date, the purchase order or delivery may not be considered as valid.

7. Packaging. Unless otherwise specified by OSAIcnc in the offer or order confirmation, Product’s price include standard OSAIcnc packaging. Different or additional packaging requested by the Customer or by the carrier appointed by the Customer or on behalf of the Customer shall entitle OSAIcnc to charge the related cost to the Customer.

8. Warranty. Products shall be in compliance with the Products’ technical specifications set forth in the offer and in the order confirmation and/or that in the technical documents and thereof any modification or change shall be attributable to OSAIcnc’s discretion. Customer shall be entitled to the fullest extent permitted by law to the remedies listed below, which expressly states to know and accept, and to indemnify and hold harmless OSAIcnc and/or its licensors, as well as any modifications or updates to the Products, the Customer for the Products’ defects, unless the substitutive Products have been fully paid by the Customer, as set forth above. Should the Product’s defect be represented by Software errors, the Customer shall notify such defects to OSAIcnc as set forth above and OSAIcnc shall attempt to correct such errors. Should the error cause the Products to be unusable, Customer’s defects notice to OSAIcnc shall state so and therefore OSAIcnc shall use its reasonable commercial efforts to correct as soon as possible such error or to provide a patch or bypass such error. OSAIcnc does not warrant or represent that all errors can be corrected. To allow OSAIcnc perform its warranty obligations, the Customer shall provide all such reasonable assistance as OSAIcnc may require, including telecommunication connections if necessary, as well as all other documentation and other diagnostic information. All warranty interventions shall be performed by OSAIcnc at its premises and OSAIcnc shall have no obligations to make on-site visits, unless otherwise agreed between the parties and upon reimbursement of travel and living expenses. In case OSAIcnc may be held responsible for any loss of Customer’s data stored in the Products submitted to OSAIcnc as herein set forth. OSAIcnc shall only be bound to provide the exclusive remedies set forth in the present General Terms, that shall be in lieu of all other remedies available at law, OSAIcnc does therefore not undertake any responsibility for the expenses incurred by the Customer or for any damages (including loss of profits) arising out of or in inability to use any Products. OSAIcnc DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, (BY WAY OF NOT LIMITING, INFRINGEMENT OR UNFAIR COMPETITION, MERCANTIBILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OSAIcnc, ITS DISTRIBUTORS, AGENTS, EMPLOYEES CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF T THE WARRANTY. MAINTENANCE, REPAIR, REBIRTH OR RETURNING PRODUCTS, OR ANY INFORMATION OR ADVISE. OSAIcnc IS NOT REQUIRED TO PROVIDE ANY STATEMENTS ON THE PRETENTIAL ORIGIN OF PRODUCTS.

9. Customer’s design and instructions. Warranty for faults in design is excluded if the Products are requested by the Customer to be in compliance with the Customer’s own design and in general warranty is excluded each time the defects are a consequence of Customer’s instructions to OSAIcnc.

10. Services at Time & Materials. OSAIcnc may agrees to provide development services on a daily or hourly fee, at the price set forth in the order confirmation, that shall include travel, living expenses that shall be charged to the Customer, the offer of such services shall be performed by OSAIcnc under the Customer’s direction, without prejudice to the fact that by providing such services OSAIcnc shall not be obligated to reach any specific result, nor obligated to assign any intellectual property right created or modified during such services, which shall be subject to a license to the Customer limited to its use in connection with the Products. The Customer undertakes to appoint a technical responsible to be OSAIcnc’s contact in such services. Even if the offer and/or order confirmation expressly indicates the persons appointed by OSAIcnc for the performance of the services, OSAIcnc in order to respond to its new needs reserves itself the right to replace the appointed personnel with similarly experienced persons.

11. Software. Unless otherwise specified by OSAIcnc in the offer or order confirmation, OSAIcnc grants to the Customer’s perpetual, non-exclusive, limited license to use software as part of Products (hereinafter “Software”) and shall retain the exclusive property of OSAIcnc and/or its licensors, if any. In this second case the Customer shall be subject to OSAIcnc’s licensor’s conditions, unless otherwise agreed in writing between the parties. In this case, the Customer shall retain the exclusive property of OSAIcnc and/or its licensors, as well as any modifications or updates to the Software, the Customer for the Software’s defects, unless the substitutive Software has been fully paid by the Customer, as set forth above. Should the Software’s defect be represented by Software errors, the Customer shall notify such defects to OSAIcnc as set forth above and OSAIcnc shall attempt to correct such errors. Should the error cause the Software’s license to be unusable, Customer’s defects notice to OSAIcnc shall state so and therefore OSAIcnc shall use its reasonable commercial efforts to correct as soon as possible such error or to provide a patch or bypass such error. OSAIcnc does not warrant or represent that all errors can be corrected. To allow OSAIcnc perform its warranty obligations, the Customer shall provide all such reasonable assistance as OSAIcnc may require, including telecommunication connections if necessary, as well as all other documentation and other diagnostic information. All warranty interventions shall be performed by OSAIcnc at its premises and OSAIcnc shall have no obligations to make on-site visits, unless otherwise agreed between the parties and upon reimbursement of travel and living expenses. In case OSAIcnc may be held responsible for any loss of Customer’s data stored in the Software submitted to OSAIcnc as herein set forth. OSAIcnc shall only be bound to provide the exclusive remedies set forth in the present General Terms, that shall be in lieu of all other remedies available at law, OSAIcnc does therefore not undertake any responsibility for the expenses incurred by the Customer or for any damages (including loss of profits) arising out of or in inability to use any Products. OSAIcnc DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, (BY WAY OF NOT LIMITING, INFRINGEMENT OR UNFAIR COMPETITION, MERCANTIBILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OSAIcnc, ITS DISTRIBUTORS, AGENTS, EMPLOYEES CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF T THE WARRANTY. MAINTENANCE, REBIRTH OR RETURNING PRODUCTS, OR ANY INFORMATION OR ADVISE. OSAIcnc IS NOT REQUIRED TO PROVIDE ANY STATEMENTS ON THE PRETENTIAL ORIGIN OF PRODUCTS.

12. Intellectual Property Rights. Commercial References. A part from what specifically set forth above regarding Software and unless otherwise agreed in writing between the parties, OSAIcnc retains ownership in any and all industrial and intellectual property rights connected with the Products, including, but not limited to, designs and drawings, ideas, processes, methods and inventions, patentable or otherwise, together with patterns, know-
how, skills and techniques, tooling-up and all other Products’ descriptive technical documentation. Therefore the sale of any Product by OSAInc shall not in any way confer upon the Customer, or upon anyone claiming under the Customer, any express or implied license to any intellectual property rights of OSAInc or of its licensors, unless otherwise agreed to between the parties in writing. All the Products shall be used and integrated by the Customer bearing OSAInc’s trademarks only. Sales under different trademarks, unless authorized in writing by OSAInc, are not allowed. Customers shall not have to reproduce the manuals of the Products, unless authorized in writing by OSAInc and towards the requested fees. The Client hereby authorizes OSAInc to mention its company name in commercial references for promotional purposes.

13. Software Updates. OSAInc may, at its own discretion, provide to Customer with any and all updates, error corrections and new releases of the Software and, in such cases, the Customer is bound to install them.

14. Prices. All prices are exclusive of all applicable taxes of any kind, as well as of transportation and insurance charges and of custom duties, that may be stated separately on the invoices. OSAInc’s price list is issued for information only and is subject to change without notice, it shall therefore not be considered as a final quotation or sale’s offer: the Products’ prices are subject to confirmation by OSAInc in its offers and definitively in its order confirmations.

15. Payments. All payments shall be effected in EURO no later than 30 days from the date of the invoice, unless otherwise set forth in OSAInc’s offer or order confirmation. In the event of delayed payments, interest will accrue at the rate set forth in article 5 of Legislative Decree 501/2004. As set forth by art. 6, should any delay in payment occur, OSAInc shall be entitled to terminate or withhold, in whole or in part, any pending deliveries or orders’ confirmations, even for different supplies. In case of delayed payment, OSAInc shall also be entitled to attribute payments to any outstanding invoice, event different from the Customer’s indications. The Customer is not entitled to compensate any debt towards OSAInc with any alleged credit towards the latter.

16. Retention of title. OSAInc retains full title to the delivered Products until OSAInc has received full payment for such Products. The Customer undertakes to perform any and all fulfillments possibly set forth in its Country to allow OSAInc enforce such retention of title even towards the Customers’ creditors. As set forth by art. 6, risks for Products’ loss or damages occurred after OSAInc has delivered the Products shall be the Customer’s responsibility.

17. Force Majeure. OSAInc shall not be liable for failure to perform its obligations due to the occurrence of conditions not under its direct control. This includes, among others: natural events, including earthquake and flooding, military or civil authority unrest, fire, epidemic, war, insurrection, embargo, energy restrictions, transportation disorders, strikes (including company strikes) and any cause not resulting directly from OSAInc. If delays should occur, delivery dates shall be postponed for the time necessary to eliminate the causes of delay.

18. Confidentiality. The Customer shall maintain as confidential and refrain from using any information of a confidential nature of OSAInc. In particular OSAInc considers the Software and hardware design documentation to contain valuable trade secrets of OSAInc and his licensor, the disclosure of which, unless authorized by OSAInc in writing, could cause irreparable harm to OSAInc and its licensors. Therefore the Customer undertakes not to disclose such information, including the Software and any of its components, to any third parties, nor to divulge it and not to use it other than for the purposes authorized by OSAInc and, in such a case, by requesting the Customer to protect, under the Customer’s responsibility, the disclosure of any confidential information to its customers and third parties with the same level of protection by which the Customer is bound. This confidentiality obligation shall continue even after any termination of the contract(s) with OSAInc.

19. Export Control and Other Legislative Requirements / Restrictions. The Products may be subject to laws governing their export or be subject to other legislative requirements/restrictions in Italy, in the country of the Customer or of its customers. The Customer is therefore responsible for the export of the Products and shall hold OSAInc harmless of any and all obligations and fulfillment thereof and from any and all responsibilities, including damages, deriving to the Customer or to the latter’s customers in connection with the above rules and procedures.

20. Survival. The following paragraphs continue to be valid after any termination of the contract(s) with OSAInc: (1) Software, (11) Intellectual Property Rights, (18) Confidentiality, (19) Export Control and Other Legislative Requirements/ Restrictions.

21. Disputes. The present General Terms and any and all contracts entered into between OSAInc and the Customer shall be subject to Italian law and all disputes arising out or in connection with the present General Terms and any and all contracts entered into between OSAInc and the Customer shall be exclusively settled by the (applying to EU Customers only) the court of Turin or the (applying to Extra-EU customers only) arbitration under the rules of arbitration of the Piedmont Arbitration Chamber.

22. Privacy. Customer hereby authorizes OSAInc to process its personal data with the aim of pursuing the scopes strictly related to the performance of the services, pursuant to the attached informative report according to articles 13 and 14 of Regulation (EU) 2016/679. All personal data provided by the Client will be processed in compliance with current privacy regulations and, therefore OSAInc will process them according to principles of correctness, lawfulness, transparency, in respect to the purposes indicated below, collecting them to the extent necessary and accurate for treatment, using them only as personal for the purposes authorized and trained and in order to guarantee you the necessary confidentiality of information provided. In particular, OSAInc may use Client data for:

- complying with legal provisions in civil law and tax legislation, as well as rules, codes or procedures approved by Authorities and other competent institutions (e.g. tax and tax assessments, anti-money laundering)
- allowing technical and economic regulatory management of the contractual relationship;
- asserting or defending a right in front of the judicial authorities, as well as in administrative or arbitration and conciliation procedures in cases provided by law, by Union legislation European, by regulations.

The processing of the data above is necessary for the execution of services described in these General Conditions. Personal data can be communicated to Companies of the Group. Third parties (i.e. credit institutions, professional firms, consultants, etc.) carrying out activities in outsourcing on behalf of the Owner, in their qualities as external managers of the treatment. Judicial authorities, Insurance company for the provision of insurance services, as well as those subjects to whom the communication is mandatory by law.

OSAInc is considered as Controller of Personal data Processing. In this capacity the Company is responsible to ensure the application of organizational and technical measures necessary and adequate for the protection of Client data. OSAInc Headquarter is in Via Jervis 11—10013 Ivrea (TO) – Italy. OSAInc has designated the Data Protection Officer who is in charge of ensuring compliance with the rules for Client privacy protection and shall be contacted for matters concerning your data processing.

OSAInc guarantees the Customer the possibility to:

- obtain confirmation of the existence or lack of your personal data and their copy in intelligible form;
- obtain the updating, correction or integration of your data;
- request the deletion of its data, within the terms permitted by law, or request to be anonymised;
- reject, in whole or in part, for legitimate reasons, the processing of its personal data;
- limit the processing, in case of violation, request for rectification or opposition;
- request the portability of electronically processed data, provided on the basis of consent or contract;
- withdraw the consent to its data processing, if required.

The giving of personal data is optional, however refusal may lead to the partial or non-performance of the services. The data may be communicated to, or come to the knowledge of, third parties, data processors and persons in charge of the processing, both in Italy and abroad, such suppliers, consultants, co-workers and employees of OSAInc and of other companies controlled or anyhow participated by OSAInc or companies that control OSAInc or under common control, in the ordinary OSAInc’s activities (i.e. Organizational, accounting, financial, administrative) strictly related to the services performed under these General Terms, and in any case so as to guarantee their safety and confidence, through protective measures which prevent the access to data from unauthorized persons. As indicated in the attached informative report, the data controller is OSAInc S.r.l., with registered offices in Via Jervis 11, Ivrea (TO), and data processor in case of exercises of data subject’s rights is the Responsible of the Information Systems, to which data subjects may require, as set forth by art. 7 of Legislative Decree 196/2003, mainly the confirmation of the existence of their data, the communication thereof, the indication of the related origin and of the purposes, method and logic of the processing, the identification data of the data controller and of any data processors and persons to whom data may be communicated or that may come to the data’s knowledge, the update, rectification and integration of the data, and, in the case of data processed unlawfully, the erasure, transformation into anonymous form or blocking thereof, as well as object, in whole or in part, to the data processing for lawful reasons.