

GENERAL CONDITIONS OF SALE FOR INTERNATIONAL MARKET

I SUBJECT

Any sale concluded by the Seller with its customers, hereinafter referred to as "Customers" or "Customer" will be subject to the following rules, excluding a different written agreement between the parties.

2 DEFINITIONS

- Customer: any person requesting an offer or purchasing products from OSAlcnc.
- Offer: the document submitted by OSAlcnc to the Customer in order to inform about the availability and price of the Supply.
- Order: the document (and related attachment if any) sent by the Customer concerning the request for the supply of products.
- Order confirmation: the written communication by which OSAlcnc confirms the acceptance of the Order to the Customer.
- Contract: agreement that produces legal effects between OSAlcnc and the Customer, specifically including the set of these Conditions, the Order and the Order Confirmation.
- Supply: what is reported as Object in the Order Confirmation.
- Price: the amount shown in the Order Confirmation.
- Product: any product manufactured or marketed by OSAlcnc.
- Seller details: OSAlcnc SRL, with registered office in Via Jervis, 11 - 10015 Ivrea (TO) ITALY, hereinafter referred to as "Seller" or "OSAlcnc".

3 PRICES

3.1 The sale prices correspond to those indicated in the price list in force at the time of acceptance by the Seller of the order sent by the Customer. The amounts are expressed in euros and do not include any kind of national or foreign tax or duty. Where the value of the invoice is less than 200 Euros, the Seller may apply an administrative fee of 25 Euros.

3.2 ORDER'S CONFIRMATION. Purchase orders must be sent to OSAlcnc in writing and are binding for OSAlcnc only following the written confirmation issued by OSAlcnc and according to the terms and conditions established in said confirmation. OSAlcnc's order confirmation must be considered accepted by the Customer by any legally valid means and in the absence of written dissent within 5 (five) working days from when it was sent to the Customer.

4 PAYMENT AND RETENTION OF TITLE

4.1 Payments must be made in Euros no later than 30 days from the invoice date, unless otherwise specified in the Seller's offer.

4.2 In the event of non-payment by the agreed date, the Seller, without prejudice to any other right of indemnity or compensation, will be entitled to interest according to the European Directive 2011/7 / EU from the agreed payment date. Furthermore, in the event of late payment, the Seller may, following written notification to the Customer, suspend contractual obligations or any other contract already stipulated, until the amount due is paid. The Seller reserves the right to charge an additional € 65 for administrative expenses for reminders and credit recovery.

4.3 The Seller retains ownership of the delivered products until they have been paid for in their entirety. The Customer undertakes to comply with all the requirements and obligations established by the laws of the country

to ensure compliance with the Seller's rights on the Product, including towards any creditors. Any risk of loss or damage occurring after delivery is the responsibility of the Customer.

5 DELIVERY (PLACE AND TIMING) AND PACKAGING.

Unless otherwise agreed between the Parties, the delivery must be: - EXW (EX WORKS Incoterms 2020, ICC), Seller's premises for Customers with business headquarters in a European country; - FCA (Free Carrier, Incoterms 2020, ICC), Seller's premises for Customers with business headquarters in a non-European country. Delivery times will be communicated specifically for each order and may vary according to the quantity of Products to be delivered. They are not in any case strict and may be subject to delay. Partial deliveries are permitted unless otherwise indicated. Any claim or compensation for any deliveries after the deadline stated in the order confirmation is excluded. Unless otherwise specified by the Seller in the offer or in the order confirmation, the price of the Products includes standard packaging. Additional or different packaging requested by the Customer or by the appointed carrier or on behalf of the same will result in the application of this additional cost by the Seller.

6 FORCE MAJEURE

6.1 The Seller will not be liable for non-fulfilment due to conditions beyond its direct control. This includes, without limitation: natural events, including earthquakes and floods, civil and military instability, fires, epidemics, armed conflicts, uprisings, embargoes, energy restrictions, transport disturbances, strikes (including corporate ones) and other causes external to the direct control of the Seller. In the event of delays, the delivery dates will be postponed for the time necessary to resolve the issue, where possible.

6.2 The prices indicated may vary due to global geopolitical conditions, which are due to the increase in the cost of materials, parts of the finished product, energy and any other costs, such as not to allow the Seller to preserve the prices initially indicated. That being the case, the Seller will have the right to notify the Customer of the new amount for the supply; in the event of the Customer's refusal or failure to agree on the new price within 10 days of the Seller's request, the latter may consider the contract as terminated, refunding the Customer the deposit received (if any), excluding any other right for the same.

7 STORAGE OF PRODUCTS AND WARRANTY

7.1 Within the limits of the conditions set forth in this paragraph, the Seller undertakes to ensure the absence of defects in the materials and manufacture of the products. This guarantee does not apply if the Customer is unable to prove the correct use and storage of the Products (a condition also valid for the end customer). This warranty is also not applicable where the Customer requests a Product conforming to its own specifications and design.

7.2 The Customer, to in order to make use of the aforementioned guarantee, must notify the Seller of the presence of any defects within 15 (fifteen) days of delivery if immediately identifiable or within 15 (fifteen) of their detection, where such defects are not easy to identify.

7.3 The Seller guarantees the products for 12 (twelve) months, unless otherwise specified, from the delivery date according to the FCA or EXW clauses (depending on the situation). After the end of this term, it will not

be possible to make any requests. In the event that the Customer fails to notify the Seller of the defects found within the established time frame, it loses the right to have the Product replaced or repaired.

7.4 Except as specified in this paragraph, the Seller disclaims any other warranty, express or implied (of merchantability or fitness), legal or otherwise.

7.5 The warranty provided by the Seller is limited, at its sole discretion, to the replacement or repair of the Product deemed defective at its premises free of charge (although all packaging and transport costs are borne by the customer); any other direct or indirect liability is excluded.

7.6 All returns of Products to the Seller must be authorized following a specific written request from the Customer and are subject to the assignment of an RMA number by the Seller and to the conditions established in the RMA form. Defective Products must be returned to Seller's premises, as specified in the RMA authorization, at the Customer's expense and with suitable packaging. All transport documents must bear the RMA number and refer to the transport documents issued by the Seller for the original delivery. Products returned in violation of these conditions or damaged will be rejected. If those Products are not found to be defective by the Seller, or found damaged or affected by defects other than those guaranteed, or if they had not been delivered to the Seller under the above-referred conditions, the Customer will be required to pay the Seller the full replacement price of the Products anticipated by the Seller (if any). Any repaired or replaced Product (or part) will be warranted for 180 (one hundred and eighty) days from repair or replacement, limited to 90 (ninety) days for products declared obsolete, or until the end of the original Product warranty period, depending on which term expires later. In the event of replacement, the replaced defective Products (or parts) will become the property of the Seller, unless the replacement Products have been fully paid for by the Customer, as indicated above. To enable the Seller to fulfil its warranty obligations, the Customer must provide all reasonable assistance requested by the Seller. In no case will the Seller be held responsible for any loss of Customer data stored in the Products presented to the Seller as indicated below. The Seller will only be required to provide the exclusive remedies indicated in these General Conditions, which will replace all other remedies provided for by law. The Seller will therefore not be liable for any additional costs and expenses incurred by the Customer or for any damages (including loss of profits) resulting from the use or inability to use any Product.

7.7 This warranty replaces all other warranties and product liabilities for damages, direct and indirect losses, lost profits, expenses and any failure or delay in performance. In any case, the maximum liability of the Seller cannot exceed the contractual price of the product declared defective or non-compliant.

7.8 The Seller may, at its discretion, provide the Customer with all updates, error corrections and new versions of the Software and, in such cases, the Customer is obliged to install them.

8 PRODUCT CONFORMITY AND PRODUCT LIABILITY

8.1 All Products supplied by the Seller must comply with the European standards in force at the time of supply; since the Products are manufactured by the Manufacturer in compliance with the laws and technical rules in force in Italy, the Customer assumes the entire risk of any discrepancy between the Italian provisions and the provisions of the country of destination of the Products, indemnifying the Seller. Consequently, the Seller will not be responsible for any non-correspondence of the Products to different regulations provided in other States unless expressly requested in writing by the Customer in the purchase order.

8.2 The Products may be subject to laws governing their export or be subject to other legal 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 indemnifies the Seller from any and all obligations and fulfilment of the same and from any and all liability, including compensation, arising from the Customer or his customers in relation to the above rules.

9 SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

9.1 Unless otherwise stated in the offer or in the order confirmation, the software is licensed for perpetual, non-exclusive and limited use as part of the Products (hereinafter "Software") and must remain the exclusive

property of OSAlcnc and / or its licensors, if any. In this second case, the Customer is subject to the conditions of the licensors of OSAlcnc, unless otherwise agreed in writing between the parties. In this regard, the Customer undertakes to observe the license conditions of the licensor's software, which he declares to know and accept, and to indemnify and hold OSAlcnc harmless from any request for compensation for damages, claims or objections raised by third parties that OSAlcnc may receive in the event of the violation of the aforementioned conditions by the Customer or by the customers of the latter and third parties to whom the Customer or the customers of the same have supplied the Product. The Customer has no rights to the Software except for its inherent use or in relation to the Products for a limited (or unlimited, depending on the case) number of users defined in the offer or in the OSAlcnc order confirmation. The Customer cannot therefore copy, modify, translate or in any way use the Software for any purpose other than the aforementioned without the written consent of OSAlcnc and in any case all related copies made by the Customer are the property of OSAlcnc and / or its licensors, as well as any modification or translation of the Software made by the Customer. To the extent necessary to recognize these rights to OSAlcnc and its licensors, the Customer hereby assigns all the aforementioned rights to OSAlcnc and / or its licensors.

9.2 The Seller may, at its discretion, provide the Customer with all updates, error corrections and new versions of the Software and, in such cases, the Customer is obliged to install them.

9.3 Intellectual Property Rights. Except as specified above with regard to the Software and unless otherwise agreed in writing between the parties, OSAlcnc retains ownership of all industrial and intellectual property rights connected with the Products, including, but not limited to, projects and designs, ideas, processes, methods and inventions, patentable or otherwise, together with models, know-how, skills, equipment and all technical illustrative documentation. Therefore, the sale of any Product by OSAlcnc cannot in any way be considered as granting the Customer or any assignee of the latter, expressly or implicitly, any license of any industrial or intellectual property right of OSAlcnc or its licensors, except different written agreement between the Parties. All Products must be used and assembled by the Customer with the OSAlcnc brand exclusively. Sales with different brands, unless otherwise expressly and in writing by OSAlcnc, are not permitted. Customers may not reproduce the Product manuals unless otherwise expressly and in writing by OSAlcnc and upon payment of the amount requested. The Customer expressly authorizes OSAlcnc to mention his company name for promotional purposes and as a commercial reference.

10 DISPUTES AND APPLICABLE LAW

10.1 All disputes arising from or connected to this contract, whether contractual or extra-contractual, will be definitively resolved by the Civil Court of Turin (Italy) for customers based in an EU country.

10.2 All disputes arising from or connected to this contract, whether contractual or in tort, will be definitively resolved by arbitration in accordance with the Regulations of the Piedmont Chamber of Arbitration for Customers based in a non-EU country. Unless otherwise agreed between the parties, the seat of the arbitration will be Turin (Italy). The language of the arbitration will be English.

10.3 All sales contracts made under these general conditions are subject to Italian law and, for customers based abroad, to the United Nations Convention for the International Sale of Goods, (UNCISG), Vienna 1980.

11 CONFIDENTIALITY

The Customer must maintain confidentiality and refrain from using the Seller's confidential information. In particular, the Seller deems that the design documentation of the Software and hardware contain valuable trade secrets of the Seller and its licensors, the disclosure of which, if not authorized by the Seller in writing, could cause irreparable damage to the Seller and to its licensors. Therefore, the Customer undertakes not to disclose such information, including the Software and any of its components, to third parties, not to disclose it and not to use it except for the purposes authorized by the Seller and, in this case, by asking the Customer to protect, under the responsibility of the Customer, the disclosure of any confidential information to its customers and to third parties with the same level of protection as the Customer is bound. This confidentiality obligation persists even after the possible termination of the contract by the seller.

The customer: signed in _____, on _____ 202_

The Customer, pursuant to art. 1341 and 1342 of the Civil Code, expressly agrees and approves clause no. 5- delivery; 7 - warranty; n. 8 - compliance; and n. 10- disputes and applicable law.

The Customer: