

General Terms and Conditions of Sale

1. Subject; Effective Date of Each Contract

1.1 These General Terms and Conditions are an integral part of every contract entered into in any form between Agiometrix srl and the Client ("Contract"), starting from the date of signing and concerning the execution of consultancy services entrusted from time to time by the Client to Agiometrix srl through order confirmation to which these General Terms and Conditions always refer ("Services"). The acceptance by Agiometrix srl of each Contract related to Services will be understood to be made under these General Terms and Conditions, unless otherwise agreed in writing between the parties; it is understood, however, that in case of discrepancies between these General Terms and Conditions and any clauses included in the text of the Contract, the latter will prevail. Where the term "Contract" is used in this document, it will be understood to include these General Terms and Conditions.

1.2 The Contract will bind Agiometrix srl only if it receives a copy of the same, duly signed by the Client, within 30 (thirty) days from the date of signing by Agiometrix srl and, in any case, before the start of the execution of the Services; failing which, Agiometrix srl will be entitled, without any burden on its part, not to execute the Contract itself.

2. Execution of Services

2.1 Without prejudice to the provisions of the following art. 3 of these General Terms and Conditions, the Services will be performed by Agiometrix srl in accordance with what is indicated and agreed in the Contract and, in any case, with diligence also in light of the rules of good technique, it being understood that the obligations assumed with the Contract are obligations of means and not of result. Therefore, no liability can be attributed to Agiometrix srl in case of failure to achieve a specific result.

2.2 The Services will be carried out by Agiometrix srl with full technical and organizational autonomy, at the times and hours it deems appropriate. It is understood that Agiometrix srl may use for the provision of the Services all the tools, its own or third parties, that it deems appropriate.

2.3 The Services will be provided by Agiometrix srl through the professional figures and in the measure and quantity exactly indicated and agreed in the Contract, unless otherwise agreed from time to time in writing with the Client. It is understood that the aforementioned Service may also be provided by Agiometrix srl through its external consultants and/or service subcontractors.

2.4 Agiometrix srl guarantees that the consultancy activities will be carried out by personnel with adequate preparation and professional capacity.

2.5 Agiometrix srl declares and guarantees that no liability can arise for the Client as a result of its possible non-fulfillment regarding the treatment and/or remuneration of its employees used for the Services.

2.6 Agiometrix srl will carry out the Services in compliance with all applicable regulations, including those on workplace safety applicable to its employees used for the execution of the Services. It is agreed, however, that the Client will have the exclusive responsibility, undertaking to indemnify and hold harmless Agiometrix srl in relation to any related burden or prejudice, both (i) to evaluate - in advance and afterwards - the suitability of the Sale related to the Services with regard to the characteristics and needs of its own organizational/production structure, and (ii) to ensure that the Sale related to the Services, if it directly or indirectly affects machinery or other production elements of the Client itself, complies with safety and hygiene regulations at work, also carrying out the final verification of the aforementioned Sale and adopting all necessary security measures.

3. Modifications to Services

3.1 During the execution of the Contract, the Client cannot demand that Agiometrix srl modify the Services resulting from the Contract. It is understood, however, that the Client must promptly report in writing to the personnel of Agiometrix srl any new or different situation, such as to modify the evaluations that led to the signing of the Contract, which should emerge or be detected during the execution of the Services.

3.2 If during the execution the Services to be actually carried out are substantially different, in quantity and/or quality, from the Services agreed between the parties, Agiometrix srl may decide whether or not to carry out such new Services, at its sole discretion and excluding any liability of Agiometrix srl in the event that it decides not to carry out the new Services. It is agreed that, in such cases, the Client will be required to pay Agiometrix srl the expenses and charges incurred by it up to that moment for the execution of the Services as originally agreed in the Contract.

3.3 If Agiometrix srl is willing to carry out the aforementioned new Services, the parties must agree in good faith in writing in advance on the dates, timings, methods, and compensation related to the new Services. Except as provided above, the redefined Services according to the foregoing will automatically apply the clauses indicated in the Contract and these General Terms and Conditions, unless otherwise expressly agreed in writing between Agiometrix srl and the Client. In case of disagreement regarding the contractual compensation due to the Consultant in relation to the modifications to be made to the Services, Agiometrix srl may decide (i) at its sole discretion to avail itself of the rights and faculties referred to in art. 3.2 above, or, even if the discussion on the compensation arises when the new Services have already been wholly or partly performed (ii) to request the President of the Chamber of Commerce of Bologna to appoint an independent contractual expert who, on behalf of both parties (and at the expense of both), taking into account the compensation originally agreed between the parties for the Services, confirms the appropriateness of Agiometrix srl's request, or indicates the appropriate quantification, with binding determination for the parties, as the manifestation of their contractual will.

3.4 It is naturally understood that in no case can Agiometrix srl be held responsible towards the Client regarding delays and/or variations related to the Services originally agreed between the parties, if such delays and/or variations are the consequence of the modifications to be made to the Services.

4. Compensation; Expenses

4.1 The compensation for the labor to be used for the execution of the Services agreed in the Contract is to be considered net of VAT and is fixed and invariable. In the event that, during the execution of the Services, it becomes necessary to use/sell additional labor for the better execution of the Services themselves, the list prices of Agiometrix srl will apply.

4.2 In addition to the agreed compensation in the Contract, the Client will reimburse Agiometrix srl, upon presentation of the relevant documentation, the expenses (including travel, board, and lodging expenses) incurred by Agiometrix srl in the performance of the Services.

5. Payments; Disputes

5.1 The compensation for the Services, which the Client undertakes to promptly pay to Agiometrix srl, is represented by the amounts indicated in the Contract, with any additions provided for by the provisions of these General Terms and Conditions. Unless otherwise agreed in writing between the parties, the amount of each invoice must be paid by the Client to Agiometrix srl by bank transfer within 30 (thirty) days from the end of the month of the invoice date on the current account of Agiometrix srl at the bank designated by it.

Payments made to third parties are not accepted, unless expressly authorized by Agiometrix srl.

5.2 Any dispute regarding the execution of the Contract (even in the event of non-acceptance of the Services) does not entitle the Client to suspend or delay payments. It is also understood that, in the event of deferred payment, the failure to pay within the established terms even a single installment entitles Agiometrix srl to declare the Client forfeited from the benefit of the term and to demand immediate payment, in whole or in part, of the residual credit. Unjustified delay in payments at their contractual deadlines entitles Agiometrix srl to charge late payment interest (at a rate equal to the three-month Euribor, calculated on the original or extended due date of the credit and increased by a spread of 5 percentage points, but in any case not exceeding the maximum rate provided by law) for late payment, without prejudice to any other right due to Agiometrix srl.

5.3 Agiometrix srl has the right to suspend and/or terminate the Contract, even with immediate effect, if the Client does not regularly fulfill its payment obligations. If a party is placed in liquidation or subjected to a bankruptcy procedure, or if its financial conditions change substantially in such a way as to clearly endanger the achievement of the consideration, the Contract may be terminated at the simple written request of the other party.

5.4 In case of serious non-fulfillment by the Client of the obligations established in its favor by the Contract and/or these General Terms and Conditions, Agiometrix srl has the right, in addition to any other faculty due to it under the Contract and/or these General Terms and Conditions, to retain as a penalty the sum paid by the Client as an advance, expressly reserving, in any case, the right to claim further damages.

6. Non-fulfillment and Liability

6.1 Agiometrix srl undertakes to comply with the terms for the execution of the Services as provided in the Contract or agreed from time to time in writing between the parties, except as provided in the previous article 2.8.

6.2 The parties acknowledge that, given the technical complexity of the Services and the numerous variables connected to them, Agiometrix srl must be held responsible for any non-fulfillment or delay related to the Services only in the presence of an ascertained serious non-fulfillment directly attributable to it. Any delays or other discrepancies from the planned activities cannot be considered symptomatic of a serious non-fulfillment by Agiometrix srl. The existence or otherwise of a case of serious non-fulfillment by Agiometrix srl must be evaluated from time to time in light of the fact that the activity provided by the Contract has as its object the solution of technically complex problems.

6.3 If a party, due to its exclusive fault, commits one or more serious non-fulfillments of its obligations as provided by the Contract and/or these General Terms and Conditions, the complying party will have the right to contest the non-fulfillment in writing, inviting the defaulting party to comply within a period not less than 20 (twenty) days. If, at the expiration of this period, the defaulting party has not remedied its non-fulfillment, the other party will have the right to declare the Contract and/or these General Terms and Conditions terminated pursuant to art. 1454 of the Civil Code. This is without prejudice to the provisions of art. 7 of these General Terms and Conditions.

6.4 It is understood that the liability of Agiometrix srl, for any reason, in relation to any damages caused regarding the performance of the Services under a Contract, and in general for non-fulfillment, cannot in any case exceed the amount of the agreed compensation for the Services under the same Contract, without any further burden of any kind on Agiometrix srl. The aforementioned remedies in favor of the Client fully exhaust the liability of Agiometrix srl for any reason, with the express exclusion of any other remedy or guarantee, and the exclusion of the compensation for any further damage, and in any case excluding the liability of Agiometrix srl for damages from lack or reduced production, as well as for indirect and consequential damages.

7. Force Majeure

7.1 Force majeure means any unforeseeable act or event, independent of the will of the contractual parties, beyond their control and which cannot be promptly remedied (such as, by way of example, war even if undeclared, embargo, riot, insurrection, fire, sabotage, natural disasters, government measures, strikes called by category unions, inability to obtain supplies of raw materials, equipment, fuel, energy, components, labor or transport services, extraordinary currency fluctuations).

7.2 Upon the occurrence of a force majeure event, the obligations of the parties that cannot be fulfilled due to such cause are automatically extended, without penalty, for a period corresponding to the duration of the force majeure state; the foregoing, except for the obligation of the Client to pay the amounts due as payment of the compensation and reimbursements to Agiometrix srl, an obligation for which the previously agreed deadlines remain firm in any case.

8. Property and Confidentiality

8.1 The Parties are required to observe the utmost confidentiality on all technical information (such as, by way of example, drawings, plans, documentation, formulas, and correspondence) and in general any information related to the Services learned in the execution of the Contract. Communication to third parties of one (or more) of these pieces of information can only take place with prior written consent between the parties.

8.2 It is understood that the intellectual and industrial property of the know-how and technology related to the Services will be the exclusive property of Agiometrix srl and that, therefore, its use is allowed to the Client only within the scope of the execution of the Contract. More generally, it is understood that Agiometrix srl may provide consulting services to third parties with the same object and characteristics as the Services provided by the Contract, with the right to use without any charge any result of the activity related to the Services, to be considered the property of Agiometrix srl itself.

9. Withdrawal

9.1 Each party will have the right to withdraw from the Contract and these General Terms and Conditions with written notice and 30 (thirty) days' notice.

9.2 In case of withdrawal by one of the Parties, the Client will in any case be required to pay Agiometrix srl the expenses and charges incurred up to that moment for the execution of the Services, excluding any other burden, compensation, or indemnity, even as compensation for damages.

10. Competent Court and Applicable Law

10.1 For any dispute that may arise from the interpretation, application, execution of the Contract, the exclusive competent court will be that of the place where Agiometrix srl is based.

10.2 These General Terms and Conditions and each Contract are governed by Italian law.

11. Privacy Policy

11.1 In relation to Article 13 of Regulation (EU) 2016/679 (General Data Protection Regulation), Agiometrix srl informs that the personal data (identification, fiscal, and economic) provided in relation to this request will be collected, recorded, reorganized, stored, and processed as illustrated in the privacy policy of Agiometrix srl attached to each contract proposal.

12. Miscellaneous

12.1 The Contract (including these General Terms and Conditions) supersedes any previous written or verbal agreement between the parties and can only be modified in writing by a document signed by both parties, it being naturally understood that, unless otherwise communicated in writing by Agiometrix srl, the technical staff of Agiometrix srl will not be authorized in any case to derogate/modify the provisions of the Contract and/or these General Terms and Conditions. If one or more clauses of these General Terms and Conditions and/or the Contract are found to be wholly or partially null or ineffective, the parties undertake to replace them with valid and effective provisions having content as equivalent as possible.

12.2 The Contract and these General Terms and Conditions will also apply in the event that the relationship between the parties must be qualified as a contract, it being understood that the provisions of these General Terms and Conditions must be considered agreed upon in derogation of the legal discipline on the matter of contracts.

12.3 In any case, the applicability to the Sale provided for in the Contract of any general conditions of the Client, as well as any clause or condition contained in any request or order or other document of the Client that is not present in the Contract (including these General Terms and Conditions), is excluded.

12.4 Following the service and subject to successful completion, Agiometrix srl will have the possibility to use the Client's brand only for reference purposes, preserving all forms of confidentiality as per the contract.

12.5 Communications between the parties related to the execution of the Contract and/or these General Terms and Conditions must be made in writing, for this purpose the use of email and fax is also considered valid.

Date

The Client

Agiometrix srl

In addition to approving the entire text of the General Terms and Conditions and the related attachment and art. 11 (Privacy Policy), the Client, pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, specifically approves the following clauses of the aforementioned General Terms and Conditions:

Art. 1 (Subject); **Art. 2** (Execution of Services - Exclusion of Liability); **Art. 3** (Modifications to Services - Changes to the Agreed Compensation - Exclusion of Liability); **Art. 4** (Compensation; Expenses); **Art. 5** (Payments - Disputes - Termination of the Contract); **Art. 6** (Non-fulfillment and Liability - Penalty Clause and Limitation of Liability); **Art. 7** (Force Majeure); **Art. 8** (Property and Confidentiality); **Art. 9** (Withdrawal); **Art. 10** (Competent Court and Applicable Law); **Art. 12** (Contractual Modifications - Applicable Clauses - Written Form).

Date

The Client

Agiometrix srl
