

GENERAL PURCHASING TERMS AND CONDITIONS

1. Scope of Application

- 1.1. These general purchasing terms and conditions (hereinafter "**General Purchasing Terms and Conditions**") apply to any sale and purchase contract ("**Contract**") executed by Cleverttech S.p.A., headquartered in Via Brodolini, 18/A, 42023, Cadelbosco di Sopra (RE), tax code and VAT no. IT01307860351 ("**Cleverttech**"), as a purchaser, with any supplier ("**Supplier**"), i.e. any natural person or legal entity. The Contract is considered executed upon the receiving by the Supplier of Cleverttech's purchase order ("**Order**").
- 1.2. The General Purchasing Terms and Conditions are deemed to be received by the Supplier and therefore known and binding upon the receiving of the Order, even if they are not signed.
- 1.3. The General Purchasing Terms and Conditions may be partially derogated only by the Order or any written agreement between the parties.
- 1.4. The General Purchasing Terms and Conditions shall prevail in any case over the Supplier's general sale conditions or any other Supplier's conditions.

2. Performance of the Contract

- 2.1 The Supplier undertakes to supply Cleverttech with the goods as specified in the Order (the "Goods") as well as all related documentation indicated therein (by way of example only, the "Instruction Manual", the "Spare Parts List", the "Documentation").
- 2.2 The Supplier undertakes to manufacture the Goods under the technical and quality specifications described in the Order and/or supply specifications referred to and/or attached to the Order or, in any case, **according to the most recently technical specifications and standard industrial procedures**. If any change to the technical specifications and standard procedures becomes necessary, the Supplier shall inform Cleverttech before the delivery and Cleverttech may, at its sole discretion, confirm or cancel the Order, without charging any cost or fee at its expense. The Supplier undertakes to supply the Goods in compliance with the Italian and EU Regulations and in compliance with the Regulations of any other country indicated by Cleverttech in the Order.
- 2.3 The Supplier undertakes to provide the Documentation as requested in the Order and to produce it in the language(s) requested by Cleverttech.
- 2.4 The Supplier is aware that the Goods and Documentation are destined to Cleverttech's end client.

3. Delivery terms

- 3.1 The delivery term in use is DDP Via Brodolini, 18/A, 42023, Cadelbosco di Sopra (RE); the Goods are transported at the risk and expenses of the Supplier.
- 3.2 All delivery terms stated in the Order are essential. Partial deliveries can only be accepted with prior written consent.
- 3.3 The delivery terms are mandatory both for the Goods and the Documentation. Delivery shall be deemed to be completed with the delivery of both the Goods and the Documentation.
- 3.4 The Supplier undertakes to promptly inform Cleverttech, in writing, if it expects a delay in the delivery of the Goods and/or Documentation, indicating: the expected extent of the delay, the reasons and the initiatives that will be adopted to limit the delay.
- 3.5 In the event the Supplier fails to deliver the Goods, Cleverttech may, alternatively, decide to cancel the order or charge the Supplier a penalty equal to 1% of the total value of the Purchase Order, for each week's delay, up to a maximum of 5% of the total value of the Purchase Order, without prejudice to Cleverttech's right to compensation for any further damages.
- 3.6 In the event of non-delivery of the Documentation, the Seller reserves the right to suspend its payment obligation under the terms of the following Article 4.2.

4. Price and Terms of Payment

- 4.1 All prices indicated in the Order ("Purchase Price") are fixed and binding on the Supplier and not subject to any increase not even in the case of an increase in costs of raw materials semi-finished products production costs, taxes and other duties, for any reason, including force majeure, from the date of the Order until its total fulfilment or termination.
- 4.2 The Order provides the terms of payment, without prejudice to Cleverttech's right, even if not expressly specified in the Order or any other agreement, to retain 10% of the Purchase Price until the delivery of the Documentation.
- 4.3 The date from which the Supplier shall be entitled to claim the payment of the Purchase Price from Cleverttech in the event of defects and non-conformities found by the Buyer in the Goods shall be postponed to the date on which defects or non-conformities have been corrected. No further costs for correction of defects and non-conformities shall be charged to Cleverttech without its specific written acceptance of the estimation.
- 4.4 The Supplier shall not assign any credit to third parties without the previous written consent from Cleverttech.

5. Warranty and liability

- 5.1 The Supplier warrants for a period of twenty-four (24) months following the signing by Cleverttech's end client of the Site Acceptance Certificate and in any case not later than thirty-six (36) months from the delivery of the Goods to Cleverttech ("**Warranty Period**") that all the Goods comply with the characteristics, standards and specifications required in the Purchase Order; that they have been properly manufactured, that they are free from defects, design, workmanship or materials faults; that they have been manufactured according to the models and drawings eventually delivered by Cleverttech; that they have been manufactured using the best working practices and/or the latest techniques and technologies known to the Supplier; that they are fit for their intended purpose and use and that they are provided with all instructions and warnings.
- 5.2 If during the Warranty Period, the Goods are found to be defective or otherwise not compliant under Article 5.1 above, Cleverttech may, at its sole discretion, within two (2) months from the date of discovery:
 - a) require the Supplier to replace and/or repair defective or otherwise non-conforming parts;
 - b) ask the Supplier for a proportional reduction in the purchase price;
 - c) with prior written notice to the Supplier, personally undertake all appropriate actions to make good the defects and non-conformities of the Goods, charging the Supplier with costs and expenses, including those for the purchase of materials and the needed work hours;
 - d) return the defective Goods to the Supplier, resulting in termination of the Contract and return of the paid purchase price.
- 5.3 Spare parts delivered by the Supplier shall have the same Warranty Period as the original parts.
- 5.4 The Supplier warrants that the Documentation is appropriate, exhaustive and properly prepared to ensure the use of the Goods. If the end user of the Goods finds that the Documentation is not exhaustive, the Supplier undertakes to supplement it at Cleverttech's request, for a period of thirty-six (36) months from delivery.
- 5.5 The Supplier undertakes to indemnify and hold Cleverttech harmless from any prejudice that may arise from the supply of the Goods and Documentation. As an example and without limitation, the Supplier undertakes to indemnify and hold harmless Cleverttech from the marketing of the Goods, including claims for damages made by third parties for any reason whatsoever, as well as any legal expenses incurred by Cleverttech due to third parties claims. The Supplier also undertakes to indemnify and hold Cleverttech harmless from any claim by third parties due to the non-delivery of the Documentation within the delivery terms. The Supplier warrants and guarantees that it is the owner of the Goods

and that it has not infringed any third party rights in the production of the Goods and the Documentation.

6. Withdrawal

6.1 Cleverttech shall have the right to cancel the Order at any time, by giving the Supplier 30 (thirty) days' prior notice thereof and negotiating with the Supplier the reimbursement of any expenses incurred by the Supplier as a result of the cancellation of the Order, which shall be considered as a settlement of any claim of the Supplier against Cleverttech. The quantification of such expenses shall be reasonably and in good faith and shall be based on adequate supporting documentation.

7. Termination

7.1 The contract shall be terminated, upon written notice from Cleverttech of its intention to invoke this express termination clause, without any cost and charge for Cleverttech if:

- a) the Supplier fails to perform any of its obligations under the General Purchase Terms and Conditions or the Order;
- b) the Supplier is subject to bankruptcy or any other insolvency proceeding.

8. Prohibition on Assignment of the Purchase Order and sub-supply

8.1 The Supplier may not assign the Purchase Order to a third party, and may not sub-supply the production of all or part of the Goods to a third party, without Cleverttech's prior written consent.

9. Applicability in case of Procurement Contract

9.1 The General Purchasing Terms and Conditions shall also apply where the performance requested by Cleverttech to the Supplier is a procurement contract under Article 1655 ff. of the Italian Civil Code rather than a purchase agreement under Article 1470 ff. of the Italian Civil Code. In particular, the prohibition of subcontracting stated in Article 8 of the General Purchase Terms and Conditions shall be deemed to prohibit subcontracting as well.

10. Confidential information

10.1 The Supplier undertakes to keep the following information received from Cleverttech ("Confidential Information") private and confidential and therefore not to disclose it in any way until it becomes public domain and anyway for a period of not less than 2 (two) years from delivery of the Goods:

- all that expressly defined by Cleverttech as private or confidential;
- all that relating to the terms of the Contract, such for example, payment and delivery terms, potential discounts, etc;
- all those related to the design of the Goods, such for example, technical drawings and operating parameters;
- all that of a commercial nature relating to Cleverttech's business, such for example, the names of customers and other suppliers;
- all that which, because of their nature and/or importance, are to be considered confidential.

10.2 Confidential Information does not include:

- any information that has already become public domain when such information is communicated by Cleverttech to the Client or become public domain for reasons not attributable to the Client;
- any information that must be provided to third parties by law or by order of the Authority.

11. Prohibition of the use of images of assets

11.1 Any reproduction on the Supplier's website, social accounts, inserts, newspaper articles, magazines and advertising material of any Goods' images, as well as the name of Cleverttech or the name of its Client for whom the Goods are, is forbidden.

12. Privacy Policy. Supplier Consent

12 The Supplier gives his consent to the processing of personal data, under the Article 13 of Regulation (EU) 2016/679 ("GDPR"),

having seen the specific notice available in an extended version [online on the Cleverttech website at the link [-] / [Note: alternatively specify where the privacy notice is made available].

The processing, preservation, transmission of personal data is carried out with the observance of all precautionary measures, which guarantee the security and confidentiality, in compliance with the GDPR, to be able to effectively fulfil the obligations provided for by the legal, civil and fiscal regulations related to the business activity of Cleverttech, including the management of collections and payments deriving from the execution of contracts.

13. Governing law and Disputes

13.1 The Contract is governed by Italian law and for any dispute, which may arise between the parties hereto, the exclusive competence shall be of Reggio Emilia court (Italy), without prejudice to Cleverttech's right to sue the Supplier at the defendant's court.

Place and date:

Signature:

In compliance with the provisions of the Articles 1341 and 1342 of the Italian Civil Code, the Supplier hereby declared that it has accepted specifically and expressly the here below listed Articles: 3.5 (Penalty for Late Delivery); 4.4 (Prohibition of Assignment of Credit); 5.1 (Warranty Period); 5.2 (Remedies in case of defects or non-conformity of the Goods); 6.1 (Withdrawal); 13 (Governing Law and Disputes).

Place and date:

Signature: