

**GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES**

**1. DEFINITIONS.**

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in this Article 1.

**"Affiliate"** when referred to a Party, shall mean any person directly or indirectly controlling or controlled by or under direct or indirect common control with such Party. For the purposes of this definition, **"control"** when used with respect to any specified person means the power to direct the management and policies of such person directly or indirectly, through the ownership of voting securities or the right to elect the majority of the members of the board of directors of such person; and the terms **"controlling"** and **"controlled"** have meanings correlative to the foregoing.

**"Agreement"** means the contract or arrangement relating to a sale or supply transaction, binding the Parties upon Purchaser's express or implied acceptance of Roboze offer, quotation, or Order Confirmation (as provided herein), constituted by the Order as accepted by Order Confirmation, these Terms and further documents depending on the case.

**"Confidential information"** means any information, data, trade secrets, knowhow, drawings, manuals, specifications, standards, designs, plans, maps, manufacturing and production procedures and techniques, models, sketches, samples, formulations, project specific calculations, instruments, software and computer records, and other business and technical documentation, information and materials, including proprietary information, regardless of whether it is marked as confidential or not or the form in which it is communicated or maintained (whether in writing, electronically, digitally or otherwise).

**"Intellectual Property"** means all rights over inventions, patents, utility models, copyright and related rights, trademarks, trade names, logos, software, technical and manufacturing techniques, concepts, methods, designs, specifications, plans, models, samples, processes (whether patented or patentable or not), service marks, trade names, domain names, industrial designs, computer software, confidential information, know-how, trade and industrial secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, continuations, substitutions, revalidations, reissues or extensions of such rights, and all similar or equivalent rights or forms of protection in any country or region of the world.

**"Law"** means any treaty, constitution, charter, act, statute, law, ordinance, code, rule, regulation, permit, order, decree, mandate, injunction, written directives or interpretation issued at any time by any governmental entity and having the force of law.

**"Materials"** mean filament materials and buildsheets that are used to print parts with the Products as well as extruders, accessories and other consumables that are provided by Roboze for use with the Products.

**"Order"** means the purchase order to be issued by Purchaser in writing requesting the supply of the Products and/or the performance of the Services, as the case may be.

**"Order Confirmation"** means the confirmation form delivered by Roboze to Purchaser in response to an Order.

**"Parties"**, collectively, Purchaser and Roboze.

**"Party"**, individually, Purchaser or Roboze.

**"Products"** mean Roboze branded three-dimensional printers for the production of parts and all related equipments, documentation, Softwares, Spare Parts and/or Materials, to be provided by Roboze to Purchaser in accordance with the Agreement.

**"Public Official"** means (A) any officer or employee, or any person, whether elected or appointed, who holds a legislative, administrative or judicial position or who represents or acts on behalf of any state, government, or public international organization (for example the World Bank or the United Nations), any division, department, ministry, agency, or instrumentality (including corporations

or other entities owned, controlled or operated for the benefit) of such governmental authority, or (B) any officer of a political party or candidate for public office. Corporations or similar entities "controlled" by a state or government shall include any entity, regardless of its legal form, over which a state or government may, directly or indirectly, exercise a dominant influence. This is deemed to be the case, among others, when the state or government holds the majority of the entity's subscribed capital, controls the majority of votes attaching to securities issued by the entity or can appoint a majority of the members of the entity's administrative or managerial body or supervisory board. "Public Official" also includes a child, spouse, parent or sibling of a Public Official. Whenever "Public Official" is used in this Agreement, it should be understood as to include all of the above, and to include officials in any country where Roboze does business or is represented.

**"Purchaser"** means the entity indicated in the Order Confirmation to which Products and/or Services are provided under the Agreement, including its successors and assigns.

**"Roboze"** means the Roboze entity identified in the offer or quotation, or the Roboze entity named in the Order Confirmation if different, or, an Affiliate that will supply Products or Services under the Agreement, including its successors and assigns.

**"Services"** mean the services supplied by Roboze, including installation, training, maintenance, as the case may be, to be provided in accordance with the Agreement.

**"Softwares"** mean any software provided by Roboze, including program-code and applicable technical documentation, containing specifications, instructions, and any other information relevant to the same.

**"Spare Parts"** mean any interchangeable and spare parts and components provided by Roboze in accordance with the Agreement for replacement of the corresponding parts and/or components of Roboze branded three-dimensional printers; they do not include Materials.

**"Terms"** mean these general terms and conditions for the supply of Products or performance of Services.

**2. ENTIRE AGREEMENT**

**2.1. Applicability.** These Terms shall be deemed accepted by Purchaser, in case they are contained, or referred to, in an offer or quotation or Order Confirmation submitted by Roboze and (i) signed or however (ii) not objected in writing by Purchaser within two (2) calendar days from receipt. No representations other than those set forth in the Terms shall be deemed made.

**2.2. Entire Agreement.** THE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT OF THE PARTIES IN RELATION TO THE SALE OF PRODUCTS OR THE PERFORMANCE OF SERVICES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER THEREOF. EXCEPT FOR MUTUALLY AGREED UPON TECHNICAL AND STRICTLY COMMERCIAL TERMS THAT ARE SPECIFIC TO EACH PARTICULAR ORDER AND EXPRESSLY ACCEPTED IN THE RELEVANT ORDER CONFIRMATION, NO INCONSISTENT OR ADDITIONAL TERM OR CONDITION IN ANY ORDER OR SIMILAR DOCUMENT OF SALE SHALL BE APPLICABLE TO A TRANSACTION WITHIN THE SCOPE OF THIS AGREEMENT; BOTH PARTIES SPECIFICALLY AGREE THAT ANY PROVISIONS ON ANY ORDER OR ANY OTHER PURCHASE OR SALE DOCUMENTS USED HEREUNDER WHICH ARE IN ANY WAY INCONSISTENT WITH THIS AGREEMENT SHALL BE INAPPLICABLE AND THE PROVISIONS OF THIS AGREEMENT SHALL GOVERN. FOR THE AVOIDANCE OF DOUBTS, ANY REFERENCE TO OTHER TERMS AND CONDITION (INCLUDING PURCHASER'S TERMS AND CONDITIONS) INCLUDED IN THE ORDER OR IN ANY OTHER PURCHASE DOCUMENTS, SHALL NOT APPLY AND SHALL BE CONSIDERED NULL AND VOID. ANY CONFLICTING TERMS CONTAINED IN ANY WRITTEN DOCUMENT (INCLUDING ANY CORRESPONDENCE BETWEEN PURCHASER AND ROBوزه), UNLESS INCORPORATED HEREIN BY A TYPED OR HANDWRITTEN ADDITION HERETO EXPRESSLY ACCEPTED BY ROBوزه OR IN A DOCUMENT SIGNED BY ROBوزه MAKING REFERENCE TO THIS CLAUSE, SHALL BE OF NO FORCE OR EFFECT AND THESE TERMS SHALL APPLY.

**3. CONDITIONS OF SUPPLY.**

**3.1. Order.** Purchaser shall issue an Order which shall include, at least, the following information: (a) the quantity

of Products required; (b) the place of delivery; (c) the proposed date of delivery; (d) the applicable price in accordance with this Agreement; (e) the applicable Incoterm (as per Incoterm 2020); and (f) any particular specifications if any. If Roboze agrees to the foregoing, Roboze shall sign an Order Confirmation and send it back to Purchaser as acknowledgment of its acceptance of the Order.

**3.2. Delivery Date.** Delivery date is included in the Order as agreed in the Order Confirmation; Purchaser acknowledges and agrees that delivery date is estimated and may be subject to changes.

**3.3. Title and Risks.** Title and risks on Products shall pass from Roboze to Purchaser upon delivery according to the agreed Incoterm.

**3.4. Delivery.** Unless otherwise expressly agreed by the Parties in the Order as accepted by the Order Confirmation, Product shall be delivered EXW Incoterms 2020 at Roboze facilities as indicated in the Order Confirmation.

**3.5. Storage.** At the agreed delivery date, in case of Purchaser's delay in collecting the Products or anyway at Purchaser's request, Roboze shall store the purchased Products on behalf, at costs and risks of Purchaser, at Roboze or Roboze subcontractor's premises. Storage costs are indicated at in the Order Confirmation. Upon placement into storage, (i) title and risks passes to Purchaser, that shall bear all risks and be liable for potential losses and deteriorations of the Products; (ii) contractual payment obligations shall be immediately due. Delivery of the Products will not take place until accrued storage costs have been paid in full.

**3.6. Payment Terms.** Prices are indicated in the Order Confirmation. Except as otherwise provided in the Agreement, Products and Services shall be paid in advance. Prices do not include taxes, finance charges and other costs such as insurance, shipping, and handling. All payments must be made by way of bank transfer to the bank account indicated by Roboze. Roboze reserves the right at any time during the performance of the Order to require warranties or financial documentation as it deems appropriate and to suspend the performance of any Order in case such additional warranties or financial documentation are not properly given. Purchaser shall not in any case be entitled to withhold, retain, set-off, suspend any payment for any reason whatsoever (included, in particular, in case of claim issued by Purchaser), unless in case previous written consent is given by Roboze.

**4. SERVICES**

**4.1. General.** If requested by Purchaser in the Order as agreed in the Order Confirmation, Roboze may provide certain Services in relation to the Products. Unless otherwise specified, provisions of this Agreement relevant to Products shall apply to Services *mutatis mutandis*.

**4.2. Site preparation.** Appropriate site preparations as required by applicable Product documentation and anyway by any applicable Laws (including health and safety Laws) must be assured at Purchaser's exclusive costs and liability; in case specific health and safety procedures are in place at site, they must be communicated to Roboze in due advance. If requested by Roboze, the presence of appropriate Purchaser's technical personnel shall be assured to support installation.

**4.3. Product's Installation.** Products shall be installed by Roboze or Roboze authorized personnel at the requested facility upon payment of the fee indicated in Order Confirmation. Roboze may refuse to proceed to installation in case any due fee (including installation fee) has not been paid in full. Following installation, Roboze will perform a standard test of the Products and issue a certificate of installation ("COI").

**4.4. Training.** Training shall be performed by Roboze or Roboze authorized personnel at the requested facility upon payment of the fee indicated in Order Confirmation.

**4.5. Other Services.** Roboze may agree to offer and provide other Services related to the Products as required and subject to fees agreed in the Order Confirmation; terms and conditions of the Agreement shall strictly apply to such Services. Notwithstanding the foregoing, the Parties may enter in additional terms and conditions or in a dedicated service agreement for the performance of certain Services, including support and maintenance services, at cost to be agreed; in this case, unless otherwise agreed between the Parties, provision of such additional terms and conditions or

of the dedicated service agreement shall apply to such Services together with this Agreement, provided that, in case of inconsistencies, the additional terms and conditions or the dedicated service agreement shall prevail.

## **5. WARRANTY.**

**5.1. Scope of the Warranty.** Roboze warrants that (i) Products shall be free from defects in materials and workmanship, and (ii) the Software shall perform substantially in accordance with provided documentation, and (iii) Services shall be performed in a professional and workmanlike manner. Compliance with any particular specifications indicated in the Order (if any) is guaranteed only if and to extent that it has been expressly accepted and confirmed by Roboze in the Order Confirmation.

**5.2. Exclusive Warranties.** EXCEPT FOR THE WARRANTIES CONTAINED HEREIN, ROBOZE AND ITS AFFILIATES DOES NOT MAKE ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF RESULT, MERCHANTABILITY, NO INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE. THE WARRANTIES CONTAINED IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND SUCH OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, AT COMMON LAW, IN CONTRACT, IN TORT, OR OTHERWISE ARE DISCLAIMED. ROBOZE AND ITS AFFILIATES' WARRANTY OBLIGATIONS HEREUNDER, AND PURCHASER'S REMEDIES (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS EXPRESSLY STATED IN THIS AGREEMENT.

**5.3. Warranty Period.** Warranty on Products shall extend for a period of twelve (12) months from the date of installation, as evidenced by the certificate of installation (COI) released by Roboze or Roboze authorized personnel, or eighteen (18) months from delivery, whichever date is the earlier. Notwithstanding the foregoing, (i) Materials are warranted until the date specified on the label attached thereto if applicable, or for a period of twelve (12) months from the date of delivery in any other case; and (ii) autonomously purchased Spare Parts (i.e. Spare Parts different from those provided by Roboze to Purchaser under the warranty period within a valid warranty claim) are warranted for a period of twelve (12) months from the date of installation, when it is required that they are installed by Roboze or Roboze authorized personnel, or for a period of twelve (12) months from the date of delivery in any other case. Purchaser may purchase an extension of the warranty period as applicable, with the exclusion of the warranty on Materials and Spare Parts, which shall not be extended in any way. A repaired or replaced Product (including, for the avoidance of doubts, any Spare Parts provided under the warranty period within a valid warranty claim), assumes the remaining warranty of the original Product. Items provided under the said warranty must be used only in the Product for which the warranty has been claimed.

**5.4. Warranty remedies.** As sole warranty remedy following a valid warranty claim, Roboze shall, at its option, repair or replace the defective Product (or the defective part of it) with a Product (or part) that is new or reconditioned by Roboze or that has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product. When requested by Roboze, defective Product shall be returned following the instructions provided by Roboze; returned Product shall become Roboze property. Product availability in case of replacement and response times may vary. ROBOZE SHALL NOT IN ANY CASE BE LIABLE FOR ANY DEFECT OR DAMAGE OF THE PRODUCTS OR CLAIMS CAUSED BY PURCHASER'S UNAUTHORIZED PERSONNEL OR BY ANY THIRD PARTY'S INTERVENTIONS.

**5.5. Warranty Exclusions.** Roboze shall have no warranty obligations with respect to any Product, or part thereof, which: (i) is normally consumed in operation, (ii) has a normal life inherently shorter than the warranty period specified herein, (iii) is not properly stored, installed, maintained or repaired, or is used other than pursuant to Roboze manual and instructions or to Roboze written approval, (iv) has been subjected to any kind of detrimental exposure, or (v) has been involved in an accident for which Roboze could not be responsible. The foregoing includes, without limitation, any case of: (vi) exposure of the Product

to atmospheric events, (vii) excessively cramped spaces that do not allow adequate ventilation of the Product; (viii) use of software, spare parts, consumables, materials, items or supplies not provided, certified, or anyway approved or consented by Roboze; (ix) installations, modifications, upgrades, repairs, replacements not performed by the Roboze or its authorized technical representatives; (x) external deformation or compression, unusual stress, power failure, exposure to extreme temperatures, moisture or chemicals; (xi) removal or defacement of any Roboze trademarks or serial number.

## **6. LIABILITY.**

**6.1. Limitation of Liability.** Notwithstanding any provision to the contrary wherever contained (including when contained in any Order) and to the fullest extent permitted by the applicable Law, Roboze and its Affiliates' liability for any claim of any kind for any loss or damage arising out of, or in connection with, or resulting from this Agreement, including any Order, shall always be limited to the compensation of direct damages, costs and expenses, such compensation in any case not to exceed in the aggregate an amount equal to 100% (one hundred percent) of the value of the Order to which the liability pertains. The foregoing amounts or percentages shall not be applicable in such cases where direct damages, costs, expenses and losses have been caused by, as a consequence of, or in connection with: (a) Materials and/or Spare Parts, in which case Roboze and its Affiliates' liability shall be limited in the aggregate to a maximum of 100% (one hundred percent) of the value of the Order related to the defective Material and/or Spare Part only, and/or (b) Services, in which case Roboze and its Affiliates' liability shall always be limited to the value of the Order related to the particular Service only.

**6.2. Consequential Damages.** Neither Roboze and its Affiliates from the one side, nor Purchaser from the other side, shall be liable to the other for loss of profits, income, costs, revenue or production, nor any other direct or indirect, special, punitive, exemplary or consequential damages of any nature whatsoever, or other similar damages, whether or not foreseeable at the time of entering into this Agreement and whether or not classified by applicable Law as consequential, direct or indirect damages (for the avoidance of doubts, in case the Agreement is governed by the laws of Italy, *lucro cessante* is also excluded), unless in case such damages arises from, or are relevant to, a breach of obligations relevant to the protection of Roboze confidential information and Roboze intellectual property.

**6.3. Liability for Technical Advice.** PURCHASER ACKNOWLEDGES AND AGREES THAT, SHOULD ROBOZE OR ITS AFFILIATES PROVIDE ANY ADVICE (INCLUDING, WITHOUT LIMITATION, ANY ADVICE ON THE FEASIBILITY OF CERTAIN APPLICATION BY USING THE PRODUCTS AND/OR PERFORMANCE OF SUCH APPLICATION), SUCH ADVICE IS PROVIDED ON AN "AS IS" BASIS, BASED ON INFORMATION DELIVERED BY PURCHASER OR ITS CUSTOMER WHICH ROBOZE SHALL NOT INDEPENDENTLY VERIFY, AND ANYWAY ALWAYS SUBJECT TO PURCHASER AND/OR ITS CUSTOMER FULL ANALYSIS, VERIFICATION AND APPROPRIATE TESTS. PURCHASER ACKNOWLEDGES AND AGREES THAT ROBOZE DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NO INFRINGEMENT, NO MERCHANTABILITY OR RESULT OR AS TO THE AVAILABILITY, RELIABILITY, OR COMPLETENESS OF ANY ADVICE PROVIDED.

**6.4. Liability for 3D Printed Parts.** Purchaser assumes the entire risk related to the use and/or performance of the 3D parts printed by using the Products. Roboze and its Affiliates shall not in any case be liable for any defect, deficiency, or nonconformity of any output or parts created, developed, and/or produced by Purchaser or its customers, partners, and/or other end-users from use of the Products.

**6.5. Applicability.** The exclusions and limitations of liability contained in this Agreement shall apply to all claims, whether arising at law, statute, common law, contract, tort, equity or otherwise.

**6.6. Limitation of Actions.** Without prejudice to any shorter term provided by the Agreement or Law, it is anyway agreed that any action against Roboze related to any alleged breach of warranty or to any liability due to alleged Product's

and/or Service's failure, must be brought within twelve (12) months after the cause(s) of action accrue(s).

**6.7. Warranty to Purchaser's customers or end users.** In case Purchaser is authorized to resell the Products, Purchaser shall include the same Roboze limitations and exclusions of warranty and liability, provisions on compliance with Laws, export control and sanctions regulations, or in any case provision having the same contents, in the agreed terms of resale of the Products and/or Services. Purchaser shall save, defend, indemnify and hold Roboze and its Affiliates harmless for any and all demands, claims, suits, damages, losses, judgments and liabilities, including, reasonable attorneys' fees, expenses and other costs of litigation, fines, penalties or assessments asserted against Roboze, in excess of the limitations and/or exclusions of liability and/or warranties set forth under this Agreement, or relevant to any claim depending on customer's non-compliance with laws, export control and sanction regulation on Roboze Products and/or Services. Purchaser undertakes not to grant in the name or on behalf of Roboze and its Affiliates any warranty or undertaking whatsoever, including any warranty for defect or faulty design, materials, etc., other than those expressly granted by Roboze and given in this Agreement.

## **7. COMPLIANCE WITH LAWS.**

**7.1. General.** Purchaser shall conduct its business, including, in particular, the performance of this Agreement, in full compliance with any applicable Laws. On such regard, Purchaser herein declares that it has all requisites, power, and authority to enter into this Agreement and to carry out its obligations hereunder under the applicable Laws. Purchaser shall obtain and maintain and shall be solely responsible for securing, at its own expense, all licenses, permits, registrations, authorizations, certificates, consents, waivers, receipts, qualifications, clearances and approvals of any type or character whatsoever (whether public or private) necessary to perform this Agreement.

## **8. EXPORT CONTROL AND SANCTIONS REGULATION.**

**8.1. Conformity with economic sanctions and export control laws and regulations.** All activities, including, without limitation, any sale, supply, export, re-export, transfer, diversion, loan, lease, consignment, or provision hereunder, shall at all times be in strict conformity with all the economic sanctions and export control laws and regulations applicable in the European Union, EU Member States and United States, and any other applicable Laws related to export controls and economic sanctions of any other jurisdictions as applicable to this Agreement and relevant Orders, Products and Services, including but not limited to: (i) Regulation UE 2021/821 on Dual Use items, as from time to time integrated and amended; (ii) EU economic and financial sanctions and restrictions imposed pursuant to EU Regulations and any other restrictive measures imposed pursuant to Member States' export control and sanctions regulations; and (iii) United States economic and financial sanctions and restrictions, including but not limited to the Export Administration Regulations ("EAR") and economic sanctions laws and regulations maintained and implemented by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

**8.2. No forbidden re-export.** Without limiting the generality of the foregoing, Purchaser and any customers shall not in any case directly or indirectly, include or involve, or sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise release or dispose of any Product, Services, technology or any other item to be supplied hereunder, or otherwise involve in any capacity, any prohibited, sanctioned, or designated party and/or country under the United Nations, United States, or European Union sanctions regimes, including but not limited to parties on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Office of Foreign Assets Control or the European Union Assets Freeze List, or any entity owned or controlled by such prohibited, sanctioned, or designated party and/or country, as applicable, except as said laws and regulations may expressly permit.

Purchaser herein represents that neither it, nor any entity that owns or controls it, is included on such lists, or national or resident in countries included on such list.

Purchaser shall be solely responsible for determining compliance and obtaining all required approvals for the export of any products or technologies, and Roboze shall be under no obligation to notify Purchaser of any changes or updates to any laws, regulations, controls, restrictions, or lists contemplated hereby, unless otherwise required by Law. Purchaser shall immediately inform Roboze of any

trade/export restrictions, whether they be of EU, US, or other origin, which may impact Roboze compliance with internationally respected legislation, rules, protocols, advice, or recommendations relating to trade/export restrictions.

On a case to case basis, Purchaser may be requested to provide Roboze with a Certificate of End Use (or a similar declaration) that specifies the precise location, project, and type of application of the items provided by Roboze; in case the Certificate of End Use is required before the acceptance of the Order, or before shipment, Purchaser acknowledges and agrees that the acceptance of the Order, or the shipment as the case may be, are suspended until the Certificate of End Use is released.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OFFER, AGREEMENT OR ANY ORDER, NO PROVISION SHALL BE INTERPRETED OR APPLIED SO AS TO REQUIRE ROBOZE AND ITS AFFILIATES OR PURCHASER TO DO, OR REFRAIN FROM DOING, ANYTHING WHICH WOULD CONSTITUTE A VIOLATION OF ANY ECONOMIC SANCTIONS OR SANCTIONABLE ACTIVITY AND EXPORT CONTROL REGIMES APPLICABLE TO ANY PARTY TO THE TRANSACTION.

**8.3. No forbidden use.** For the avoidance of doubts, Purchaser herein represents and warrants (such representation and warranty to be considered as repeated for each Order) that none of the Products, Services (if any), technology and/or items will be used, whether directly or indirectly, in (i) the development, manufacture, use, storage, of nuclear, biological or chemical weapons, or of ballistic missiles systems, or by any military end user, and/or (ii) any other prohibited activity, including, but not limited to, the support of terrorism and human rights abuses.

**9. ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING APPLICABLE LAWS.**

**9.1. Compliance with Anti-Bribery, Anti-Corruption, Anti-Money Laundering Laws.** Purchaser and its personnel, representatives and subcontractors if any, shall always comply with all applicable Laws relevant to anti-bribery, anti-corruption and anti-money laundering. Purchaser agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Roboze, transfer, provide, pay, or grant anything of value, directly or indirectly, to any Public Official, employee of a government-controlled company, political party or any other third party in order to obtain any improper benefit or advantage.

**9.2. Roboze Code of Ethics and Roboze Model 231.** Purchaser acknowledges and agrees that Roboze has adopted a Code of Ethics ("**Roboze Code of Ethics**") and a Model under Legislative Decree no. 231/2001 ("**Roboze Model 231**"), both available on Roboze website at the following link <https://www.roboze.com/en/corporate-info.html> and at any time at full disposal of Purchaser at request. In the performance of the Agreement, Purchaser shall strictly abide to the principles of Roboze Code of Ethics and, when applicable, of Roboze Model 231; any non-compliance by Purchaser to Roboze Code of Ethics and, when applicable, of Roboze Model 231 shall entitle Roboze to terminate the Agreement with immediate effect and act for any damages and indemnifications. Purchaser shall monitor compliance by it with the compliance obligations assumed under this Agreement and will disclose in writing to Roboze details of any breach or suspected breach of the compliance obligations assumed under this Agreement promptly after learning of such breach. Any irregularity or violation of the Roboze Code of Ethics or Roboze Model 231 can be reported as indicated on Roboze website at the abovementioned link.

**10. TERMINATION.**

**10.1. Termination.** This Agreement may be terminated:

- (i) By either Party, upon breach or violation of, or failure by the other Party to comply with, any significant obligations of this Agreement, if such failure is not remedied within thirty (30) days from the date on which the non-defaulting Party requests the Party in breach to perform its obligations.
- (ii) By either Party, in case the other Party is subject to a decree or order by a court of competent jurisdiction declaring such Party bankrupt or insolvent, or the filing of a petition seeking any form of debt relief, reorganization, arrangement, adjustment, or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) or of any substantial portion of its property, or to the order of winding up or

liquidation, or to an assignment for the benefit of its creditors, or to any equivalent actions under the applicable Laws.

(iii) By Roboze:

(iii.1) in case Purchaser informs (or Roboze becomes otherwise aware of) the existence between it or any of its employees, officers, directors, owners or authorized representatives, of any relationship (whether with Public Officials, governmental authorities or other persons or entities) that, upon examination by Roboze and in its sole discretion, appears to be improper or inadequate in relation to the activities performed by Purchaser under this Agreement or determines the existence of a conflict of interest that might affect Roboze or its Affiliates;

(iii.2) in case Purchaser, its Affiliates, or their officers, directors, senior employees, owners or authorized representatives are accused or otherwise charged with any criminal act in any jurisdiction; are sanctioned or listed as restricted or prohibited persons by competent authorities of the United States of America, the European Union or the United Nations; or become the subject of an allegation of fraud, misrepresentation, corruption, bribery, money laundering or other offences; or take part or are subject to any investigation or procedure conducted by any authority (including but not limited to local courts in any jurisdiction, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, or the U.K. Serious Fraud Office) involving any conduct punished as a crime;

(iii.3) in case Purchaser, or its officers, directors, employees, owners or authorized representatives do not comply with Roboze Code of Ethics and, if applicable, Roboze Model 231.

**10.2. Provisions and obligations that survive termination.** Cancellation, expiration or earlier termination of the Agreement shall not relieve the Parties from obligations and provisions that by their nature should survive such cancellation, expiration or termination, including without limitation, confidentiality, dispute resolution provisions, warranties, remedies, books and records, independent contractor, intellectual property rights and trademarks, governing law, dispute resolution and notices.

**11. CONFIDENTIALITY. DATA PROTECTION.**

**11.1. Confidentiality Obligations.** Each Party agrees, for itself and its employees, agents, and representatives, to not disclose to any third party and to maintain as confidential any and all Confidential Information provided to it by the other Party with reference to this Agreement. Both Parties agree: (a) to use the Confidential Information of the disclosing Party, only to the extent necessary to perform respective obligations under this Agreement; and (b) not to disclose Confidential Information to any third party without the express written consent of the disclosing Party; notwithstanding the foregoing, Roboze may always disclose Confidential Information to its Affiliates.

Each Party shall handle Confidential Information with the highest grade of care reasonably required and shall be responsible for the actions of those persons to whom disclosure is made.

**11.2 Exclusions.** The non-use and non-disclosure obligations shall not apply to Confidential Information demonstrated by reasonable written evidence to be: (a) already known or independently developed prior to receipt; (b) lawfully made available to the public by the disclosing Party without restriction or breach of any confidentiality obligation; or (c) lawfully independently obtained from a third party. If either Party is required by a court or other body of competent authority and jurisdiction, or otherwise receives any request compelling it to disclose the Confidential Information of the disclosing Party, so much as is legally required may be disclosed but only after providing the disclosing Party with written notice and reasonable assistance in obtaining and enforcing means of safeguarding the Confidential Information.

**11.3. Data Protection.** During the Agreement, the Parties may occasionally exchange certain Personal Data. The Parties declare that any processing of such Personal Data will be done in accordance with the provisions of the European Union General Data Protection Regulation (EU) 2016/679 (GDPR) as applicable to the Agreement, and exclusively for the fulfilment of this Agreement. Purchaser acknowledges and declares that whenever Personal Data is provided to Roboze, the same is provided after obtaining proper authorizations or consents from Data Subjects to the

extent applicable, and in accordance with the provisions and principles of and in full compliance with, the GDPR. For purposes of this Article, defined terms shall have the meaning given to them under the GDPR.

**12. INTELLECTUAL PROPERTY RIGHTS; SOFTWARE.**

**12.1. Intellectual Property Rights on Products.** Purchaser acknowledges and recognizes that Roboze will always remain the sole and exclusive owner of all Intellectual Property in and to the Products and all documentation related to the Products and in and to all of their derivative works and improvements. Unless expressly provided herein, no right, title or interest is granted or transferred to Purchaser or any other party under these Agreement.

**12.2. Software.** If a Product includes any Software, Roboze hereby grants to Purchaser a non-exclusive, non-transferable, revocable, and limited license to use the Software for the sole purpose of the use of Product to which it relates. Purchaser and its customers acknowledge that the Software may also be subject to additional terms and conditions set forth in executable or electronic license agreements, if any; in this case, such dedicated terms and conditions, including in particular provisions relevant to warranty and liability limitations and exclusions, shall prevail. All rights not expressly granted are reserved, and all other uses of the Software are subject to this Agreement, the said license agreements, as well as the payment of any applicable Software license fees, including fees for specific Software functionalities.

**13. FORCE MAJEURE.**

**13.1. General.** A Party is not liable for a failure to perform any of its obligations under this Agreement and/or any Order, in so far as it proves: (i) that the failure was due to an impediment beyond its control; and (ii) that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of concluding this Agreement or any Order in connection herewith; and (iii) that it could not reasonably have avoided or overcome it or, at least, its effect.

**13.2. Force Majeure Events.** An impediment within the above, may result from events such as the following, this enumeration not being exhaustive: (i) war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, acts of tribes, acts of terrorism, embargo; (ii) natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, epidemic, pandemic; (iii) explosions, fires, destruction of machines, of factories, and of any kind of installations; (iv) boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises, and work stoppages which occur in the enterprise of the Party seeking relief; labor disruptions of a general nature or affecting the industry in which the affected Party is engaged, significant shortage of raw materials and transportation; supply chain disruption; and (v) acts of authority, embargo, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed the risk by virtue of other provisions of the Agreement.

**13.3. Notice of Force Majeure Event.** The Party seeking relief shall as soon as practicable after the impediment and its effects upon its ability to perform become known to it give notice to the other Party of such impediment and its effects on its ability to perform. Notice shall also be given when the ground of relief ceases. The ground of relief takes effect from the time of the impediment or, if notice is not timely given, from the time of notice. Failure to give notice makes the affected Party liable in damages for loss which otherwise could have been avoided.

**13.4. Effects of Grounds of Relief.** A ground of relief under this clause relieves the affected Party from damages, penalties, and other contractual sanctions, except from any duty to make payments of money, as long as and to the extent that the ground subsists. In the event either Party is prevented from fulfilling its obligations, other than an obligation to pay amounts due and payable hereunder, for a period in excess of ninety (90) consecutive days, the Party that is able to fulfill its obligations may terminate this Agreement upon (10) days written notice delivered to the non-terminating Party. If Purchaser decides to terminate the Agreement or any Order pursuant to the provisions of this Article, Roboze shall be entitled to: (i) payment of any

outstanding invoices; and (ii) payment of manufacturing costs on ongoing production to be agreed.

#### **14. MISCELLANEOUS.**

**14.1. Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement.

**14.2. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any invalid, illegal, or unenforceable provision shall be replaced by mutual agreement and in good faith by the Parties with a valid, effective, and enforceable provision that comes as close as possible to the economic intent and purpose of the invalid, illegal, or unenforceable provision.

**14.3. Waiver.** The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

**14.4. Assignment.** Neither Party may assign any of the rights or obligations set forth in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, it is agreed that Roboze (i) may always perform this Agreement entirely or in part (including with reference to single Orders) through any of its Affiliates, and/or (ii) shall have the right to assign this Agreement to any of its Affiliates upon notification in writing to Purchaser.

**14.5. No Agency/Partnership/Joint Venture.** NOTHING IN THIS AGREEMENT IS INTENDED NOR SHALL IT BE CONSTRUED TO CREATE A RELATIONSHIP OF AGENCY, PARTNERSHIP, JOINT VENTURE OR FRANCHISE BETWEEN THE PARTIES. NEITHER PARTY SHALL HAVE AUTHORITY TO ACT IN THE NAME OR ON BEHALF OF OR OTHERWISE TO BIND THE OTHER PARTY IN ANY WAY (INCLUDING MAKING ANY REPRESENTATION OR WARRANTY, ASSUMING ANY OBLIGATION OR LIABILITY AND EXERCISING ANY RIGHT OR POWER). THE ROBOZE SHALL HAVE NO LIABILITY TO ANY THIRD PARTY IN CONNECTION WITH ANY REPRESENTATION OR WARRANTY THAT THE PURCHASER MAY MAKE OR ANY OBLIGATION THAT THE PURCHASER MAY ASSUME. ANY USE OF SUCH TERMS AS PARTNER, PARTNERSHIP, JOINT VENTURE OR SIMILAR TERMS IN DESCRIBING THE RELATIONSHIP OF THE PARTIES UNDER THESE AGREEMENT IS MADE IN REFERENCE TO THE SPIRIT OF COOPERATION BETWEEN THE PARTIES ONLY, AND SHALL NOT IMPLY ANY LEGAL, TAX OR OTHER OBLIGATIONS OF THE PARTIES RELATED TO ANY SPECIALIZED MEANING OF THOSE TERMS AT LAW. EACH PARTY IS ACTING AS THE INDEPENDENT CONTRACTOR OF THE OTHER AND SHALL BE RESPONSIBLE FOR SUCH TAXES AND EMPLOYER-SOURCE WITHHOLDINGS AS MAY BE IMPOSED UNDER APPLICABLE LAW.

#### **15. GOVERNING LAW AND JURISDICTION.**

##### **15.A. In case the Roboze entity issuing the Order Confirmation is Roboze S.p.A.:**

**15.A.1. Governing Law.** This Agreement and any Order and Order Confirmation therein is exclusively governed by the laws of Italy without regard to their principles of conflict of laws.

**15.A.2. Jurisdiction.** Any dispute, controversy or claim between the Parties arising out of, relating to or in connection with this Agreement and any Order and Order Confirmation therein, whether based on this Agreement or otherwise, including without limitation any dispute regarding its validity or termination, or the performance or breach thereof, shall be subject to the exclusive jurisdiction of the Court of Milan (Italy).

##### **15.B. In case the Roboze entity issuing the Order Confirmation is Roboze INC.:**

**15.B.1. Governing Law.** This Agreement and any Order therein is exclusively governed by the laws of the State of Texas, United States of America, without regard to their principles of conflict of laws.

**15.B.2. Jurisdiction.** Any dispute, controversy or claim between the Parties arising out of, relating to or in connection with this Agreement and any Order and Order Confirmation therein, whether based on this Agreement or otherwise, including without limitation any dispute regarding its validity or termination, or the performance or breach thereof, shall be exclusively and finally resolved by arbitration administered by the Court of Arbitration of the International Chamber of Commerce (the "ICC") in accordance with the ICC's Rules of Arbitration in effect at the time of commencement of the arbitration proceeding (the "Rules"), by one or more arbitrators appointed in accordance with the same Rules. The place of arbitration shall be Houston, Texas, United States of America. The arbitration proceedings shall be conducted in the English language. The award rendered in any arbitration commenced hereunder shall be final and conclusive upon the Parties, their successors and assigns, and judgment thereon may be entered in any court having jurisdiction for its enforcement. The arbitrators shall not be authorized to decide any dispute, controversy or claim ex aequo et bono or as amiable compositeurs but shall strictly apply the law governing this Agreement. Neither Party shall appeal to any court from the decision of the arbitration panel. The Parties agree to maintain confidentiality as to all aspects of the arbitration, including its existence and results. By agreeing to arbitration, the Parties do not intend to deprive any court with jurisdiction of its ability to issue a preliminary injunction or other form of provisional remedy in aid of the arbitration and a request for such provisional remedies by a Party to a court shall not be deemed a waiver of this agreement to arbitrate. The Parties in all cases irrevocably and unconditionally waive any applicable right to a jury trial.

##### **15.C. In case the Roboze entity issuing the Order Confirmation is Roboze GmbH:**

**15.C.1. Governing Law.** This Agreement and any Order and Order Confirmation therein is exclusively governed by the laws of Germany without regard to principles of conflict of laws.

**15.C.2. Jurisdiction.** Any dispute, controversy or claim between the Parties arising out of, relating to or in connection with this Agreement and any Order and Order Confirmation therein, whether based on this Agreement or otherwise, including without limitation any dispute regarding its validity or termination, or the performance or breach thereof, shall be exclusively and finally resolved by arbitration administered by the Court of Arbitration of the International Chamber of Commerce (the "ICC") in accordance with the ICC's Rules of Arbitration in effect at the time of commencement of the arbitration proceeding (the "Rules"), by one or more arbitrators appointed in accordance with the same Rules. The place of arbitration shall be Frankfurt, Germany. The arbitration proceedings shall be conducted in the English language. The award rendered in any arbitration commenced hereunder shall be final and conclusive upon the Parties, their successors and assigns, and judgment thereon may be entered in any court having jurisdiction for its enforcement. The arbitrators shall not be authorized to decide any dispute, controversy or claim ex aequo et bono or as amiable compositeurs but shall strictly apply the law governing this Agreement. Neither Party shall appeal to any court from the decision of the arbitration panel. The Parties agree to maintain confidentiality as to all aspects of the arbitration, including its existence and results. By agreeing to arbitration, the Parties do not intend to deprive any court with jurisdiction of its ability to issue a preliminary injunction or other form of provisional remedy in aid of the arbitration and a request for such provisional remedies by a Party to a court shall not be deemed a waiver of this agreement to arbitrate.