

## GENERAL SALES CONDITIONS OF PRODUCTS

### 1. General

- 1.1. These General Conditions of Sale (the “**General Conditions of Sale**” or “**General Conditions**”) govern all supplies of Products, including, for example, Measurement and Monitoring Systems, Accessories, Spare Parts, Software, associated Services, etc. (jointly the “**Products**”) carried out by SINT TECHNOLOGY S.R.L. (the “**Company**” or “**SINT Technology**”) to third parties (the “**Customers**”). In order for them to be binding on the Company, the Customer's signature of the General Terms and Conditions of Sale constitutes acceptance of the provisions contained therein with respect to all supply orders (the “**Supply Orders**”) that will be submitted to the Company by the Customer.
- 1.2. In order to be binding towards the Company, all Supply Orders relating to the Products must be in writing and must indicate the identification elements of the Products ordered, the quantities required and any other element suitable to define the Supply Order. It is understood that by submitting the Supply Order, the Customer confirms that it knows and accepts these General Terms and Conditions of Sale.
- 1.3. The Customer is solely and exclusively responsible for the selection of the Products ordered and for their compliance and conformity to its needs.
- 1.4. All Orders for the Supply of Products by the Company are governed by these General Conditions of Sale and by the other specific conditions contained in the order confirmation issued by the same (the “**Order Confirmation**”). Any exceptions or additional conditions to these General Conditions of Sale will be valid only if agreed in writing. In the event of a conflict between the provisions contained in the Company's Order Confirmation and those contained in these General Conditions of Sale, the former shall prevail over the latter.
- 1.5. These General Conditions of Sale have been prepared assuming that the Customer is not a consumer: if, on the other hand, the Customer should be a consumer pursuant to art. 3, legislative decree 06.09.2005 n. 206 (Consumer Code), the provisions of art. 128 and following of the Consumer Code and any incompatible provisions of these General Conditions of Sale must be understood as not applicable.

### 2. Offers, documentation, health & safety and technical specifications.

- 2.1. Unless otherwise foreseen and/or agreed in writing, the Company's offers (the “**Offers**”) are subjected to change and are not binding. The relative contract will be considered finalized only after the Customer has accepted the Offer and the Company has sent to the Customer the Order Confirmation or in the event that the Company executes the services requested by the Customer. It is expressly understood that, should the Customer accept the Company's Offer including its own purchase conditions, the conditions expressly set forth in the Company's Order Confirmation shall prevail in the relationship between the parties. Any changes to the contract will be effective only if made in writing and any exceptions to this effect must also be made in writing. Any agreements or commitments of any kind made by collaborators, employees or auxiliaries of the Company will be binding only if confirmed in writing by persons in charge of the Company with the necessary powers.
- 2.2. If the Company's Offer is, by express declaration of the same, binding, the contract will be finalized with the Company's knowledge of the acceptance of the Offer by the Customer. The commercial officials of the Company do not have the power to finalize supplementary agreements or assume commitments that exceed or modify what is foreseen in the Supply Order.

### 3. Performance of the contract

- 3.1. SINT Technology undertakes to provide only the Products expressly provided for in the contract, in compliance with generally accepted and recognized technical standards. In no case will the Company be responsible for the adequacy of laws, directives, rules, regulations and practices applicable to the contract.
- 3.2. Once the contract has been stipulated, the Customer will make available to the Company all the required documentation such as, by way of example, drawings, technical documents, diagrams, plans, calculations and certifications. The Customer undertakes to make all reasonable efforts to promptly provide the requested documents or authorizations. Failing that, and upon notification by the Company with an indication of a deadline within which the Customer must fulfil, the contract will be deemed automatically terminated pursuant to Article 1456 of Italian Civil Code and the Company will have the right to request compensation for damages in an amount at least equal to that of the consideration contractually agreed and without prejudice to the greater damage.
- 3.3. SINT Technology has no obligation to ascertain the accuracy and truthfulness of the documents provided for the provision of Products nor the accuracy of the verbal statements provided by the Client or its employees. The accuracy, truthfulness of such documents or statements by the Client is presumed.
- 3.4. SINT Technology will have the right to make copies of documents provided by the Customer for the purpose of providing the Products or, during the relationship, to store and save them in its electronic archives. Pursuant to art. 9 of these General Conditions, the Customer gives his express consent to this data processing.

### 4. Delivery, Delivery Terms, Delays

- 4.1. Deliveries are made Ex Works manufacturing plant SINT according to Incoterms 2020 with the provision of the Products at the Company's premises and entails the identification of the Products and the passing of risks to the Customer. Transport costs shall be borne by the latter.
- 4.2. The delivery terms foreseen in the contract refer to the time when the Products are made available and are not essential. The delivery terms will be considered essential only if this is expressly agreed in writing in the contract between SINT Technology and the Customer.

Except for the aforementioned hypothesis, in no case will delays entitle the Customer to request indemnity or compensation of any kind.

- 4.3. The expiry of the terms deemed essential will take place only when all the terms and conditions necessary for the execution of the contract are fully agreed or satisfied. The terms will cease to be essential if the Customer fails to comply with the provisions of the General Conditions and, in particular, with those referred to in articles 3.2, 3.3, 5.2 and 5.4.
- 4.4. In the event that the execution of the contract by the Company is delayed or prevented due to force majeure (such as, by way of example but not limited to, operational interruptions, strikes, transport impediments, measures of public authorities etc.) the Company will have the right – without prejudice to the exclusion of guarantees, the inapplicability of the rules on cancellation of the contract due to error or fault or those on compensation for damages – either to withdraw from the contract or to extend the deadline for execution of the contract for a reasonable period of time. The foregoing provisions will also apply in the event that the Company is possibly already in default of its obligations at the time the force majeure occurs and the Client has already requested the Company to remedy its breach within a certain period. SINT Technology will communicate the event of force majeure to the Customer in good time. In the event of withdrawal by the Company, the Customer will be required to pay the consideration for the Products supplied up to the date of withdrawal.

## 5. Payments

- 5.1. The fees for the Products will be charged in accordance with the provisions of the Offers or price lists valid at the time of conclusion of the contract. The Products shall remain the property of the Company until the full payment of the consideration is made.
- 5.2. If the Company supplies the Products at different times, the Company will have the right to issue invoices for partial payment of the Products supplied. The partial and/or total payment of the invoices must be made promptly at the time the invoice is issued or in any other term indicated by the invoice itself, without the Client's right to make compensations or deductions.
- 5.3. Any complaints relating to the invoice submitted must be communicated in writing by the Customer to the Company, under penalty of forfeiture, within two weeks from the date of receipt of the invoice and must be detailed and circumstantial. After this term, the invoice will in any case be considered accepted without objection.
- 5.4. Under no circumstances the Client may offset any claims he may have against the Company, unless the Company has expressly authorized him to do so in writing.
- 5.5. Non-payment or delay in payment of even a single invoice by the Customer which lasts for more than 7 days will result in the forfeiture of the Customer from the benefit of the term. In this case, SINT Technology will have the right to suspend the execution of the services until the credit has been collected, as well as to demand, at its own discretion: i) the exact performance of the contract and the payment of the default interests pursuant to Article 5 of Legislative Decree No. 231/2002, as subsequently amended, for each day of delay, without prejudice in any event to the Company's right to compensation for further damage, or ii) the immediate termination of the contract pursuant to Article 1456 of the Italian Civil Code by means of a simple written declaration stating that it avails itself of this right, and the payment of default interests pursuant to Article 5 of Legislative Decree No. 231/2002, without prejudice in any event to the Company's right to compensation for further damage.
- 5.6. The Customer will reimburse the Company for the expenses and costs incurred for the recovery of the credit, including legal fees and lawyers' fees, extrajudicial expenses, any costs incurred for the assignment possibly conferred to a debt collection agency.

## 6. Warranty – Exclusions

- 6.1. Without prejudice to the application of the provisions of the Consumer Code for the sole case in which the Customer possibly falls within the definition of "consumer", the Customer shall promptly inspect the Product purchased no later than 30 days after receipt of the same and will notify the Company in writing of any defects found or observable after inspection without undue delay after their discovery, providing a detailed description of the defect, without this implying assumption or acceptance of any responsibility by the Company. Any hidden faults or defects must be detailed and reported in writing to SINT Technology without delay, in any case subject to forfeiture within 8 days from discovery. The reporting of defects will not entitle the Customer to withhold the amounts already invoiced in whole or in part by the Company. The Customer's failure to notify claims under this article within the aforementioned time limit, as well as the use of the delivered Products, shall be construed as unreserved acceptance of the Products.
- 6.2. If the Customer activates the guarantee provided for by these General Conditions, SINT Technology will have the unquestionable right to either modify the product supplied or to supply a new one to replace the previous one, remaining expressly excluded any other different type of guarantee. SINT Technology will have the right to make an adequate number of attempts, in any case not less than two, in order to modify the service or provide a new one as a replacement. Products may not be returned without prior written authorization from the Company. Returns shall in any case be made in accordance with the instructions given to the Customer by the Company.
- 6.3. If attempts to modify the Products or supply the replacement Products fail within a reasonable period of time, or if the correction or supply of the replacement Products is not economically feasible under the Company's unquestionable judgment, the Customer will right to a modification of the contractual conditions or to a reduction of the consideration. A contractual modification requested on the basis of defects that cannot be ascertained or cannot be remedied is to be considered excluded. In this case, the Company shall applied an appropriate price reduction-
- 6.4. The Customer's warranty requests in connection with the Products cannot be activated after one year from the delivery of the relevant Product. The warranty period will not be extended or interrupted by modifications or attempts to modify the Product supplied, even if such modifications or modification attempts are made after the expiry of the guarantee term provided for in these General Conditions of Sale.
- 6.5. Any other form of guarantee in favor of the Customer or his right to bring claims for compensation for damages against the Company is expressly excluded, except for the sole case of willful misconduct or gross negligence of the Company or its employees.
- 6.6. The warranty referred to in this article shall not apply i) in relation to flaws, defects and/or malfunctions of the Products caused by

incorrect installation or by the lack of or inadequate maintenance of the same; ii) if the Products are used by the Customer in a manner that does not comply with what is indicated in the use/instruction manual and/or for purposes other than those regarding the Product in question iii) if the defects, faults and/or malfunctions of the Products derive from or are in any case connected to the incorporation/integration of the Products into other products; iv) in the event of unauthorised modifications or tampering or the use of non-original spare parts; v) if Product repairs and/or maintenance or other interventions on the Products have been carried out by unauthorised/unsuitable staff.

- 6.7. Without prejudice to Article 6.6, the warranty is also excluded for defects, malfunctions and failures attributable to incorrect and/or inaccurate information/data provided by the Customer in the Supply Order or elsewhere.
- 6.8. The effectiveness of the Products' warranty is subject to the regular payment of the amount due to the Company by the Customer for any reason whatsoever.

## 7. Liability - Limitations

- 7.1. In the event that the Customer formulates compensation claims against the Company for willful misconduct or gross negligence pursuant to art. 6.5 above, the Customer must substantiate his request by providing all the supporting elements. In no case will SINT Technology be held liable for damages caused to third parties by the Customer.
- 7.2. In the event that the damage suffered by the Customer is the result of a delay by SINT Technology in the supply of a specific Product for which the delivery date is considered an essential deadline in accordance with Article 4.2 above the amount of compensation due by the Company to the Customer may not exceed 5% of the consideration envisaged for the respective Product.
- 7.3. The rules on the exclusion or limitation of liability referred to in this article 7 apply to the Customer.
- 7.4. The liability of the Company for damages of any kind is excluded, except in the following cases:  
 - damage caused by the Company with willful misconduct or gross negligence;  
 - in the event of slight negligence, for damage to life or for personal injury, in any case within the limits of the Company's insurance coverage and consequently up to the limits established by article 7.7
- 7.5. The Company's liability – with the exception of damage to life or personal injury – must be understood as limited to the damage that could have been foreseen at the time the contract with the Customer was stipulated and/or to what is provided in the Offer.
- 7.6. The provisions of the preceding articles also apply with regard to the Company's liability for acts of its employees and auxiliaries.
- 7.7. The Company's liability for any flaws or defects of Products is limited to the following parameters:

### **Limit of liability Products:**

Euro 2,500,000.00

### **Damage to the finished product:**

Indemnity limit Euro 250,000.00

### **Fire damage to products:**

Limit of indemnity Euro 750,000.00

### **Damage for business interruption:**

Indemnity limit Euro 150,000.00

- 7.8. In no event shall SINT Technology be held responsible for damages deriving from the Products for amounts higher than those expressly provided for in article 7.7 above. Furthermore, Customer must hold the Company harmless and indemnified for damages which depend on the incorrect use of the Products and/or in the cases foreseen in articles 6.6 and 6.7 above.
- 7.9. The rules established on the subject of liability by the Consumer Code are reserved, where specifically applicable to the contractual relationship with the Customer.
- 7.10. The Customer undertakes to hold the Company, its employees and auxiliaries harmless with respect to any claim or demand - which is not based on willful misconduct or gross negligence - brought about by third parties against the same on the basis of the existence of a contract between the Company and the Client.
- 7.11. Any other form of liability of the Company is expressly excluded (by way of example but not limited to for indirect, consequential damages, loss of profit, etc.) other than that governed by these General Conditions.

## 8. Intellectual Property Rights

- 8.1. All intellectual property rights relating to the Products, Software and Services provided are and remain property of the Company. The dissemination, use and/or publication of the documents and software supplied, for different purposes than those covered by the contract with the Customer, entails the need for the Customer to obtain the Company's prior written consent. Unless expressly authorized in writing by the Company, it is expressly forbidden for the Customer to reproduce, disclose trademarks, designs, models, descriptions and information of the Company, as well as to produce designs and/or products on the basis thereof.
- 8.2. In case of use and/or publication and/or distribution of the aforementioned documents or software, the Customer will comply with the provisions of the law and/or of these General Conditions. The Client will hold the Company harmless and indemnified against any third-party claim deriving from the violation of the above obligations.
- 8.3. The Company reserves the ownership and copyrights in the illustrations, drawings, calculations and any other documents provided by the same. Such documents may not be disclosed to third parties by the Customers. The foregoing shall apply with particular reference to any document marked "confidential". The Customer may not disclose the contents of such documents to third parties without the Company's prior written consent.

## 9. Confidentiality/Privacy/Data Protection

- 9.1. The parties undertake not to disclose to third parties the information's, the "know-how" and industrial secrets which they may become aware of in the course of the contract executed by the same, as well as any "know-how" which is not generally known, and commit their employees to the same confidentiality.
- 9.2. The Client will allow the Company to make copies of written documents, drawings, plans, etc. and will deliver them to the Company in order to allow the fulfillment of the contractual obligations.
- 9.3. The Customer will allow the Company to electronically store and process the personal data that the Company will process in compliance with the rules established by Legislative Decree 196/2003, by EU Regulation 2016/679 (GDPR) and subsequent amendments. The Customer also declares to have been informed and to give his consent to the processing of personal data.
- 9.4. If the communication of data relating to the Customer is mandatory by order of an Authority, the Customer will be informed in advance to this effect by the Company.

## 10. Special rules concerning software

- 10.1. If the delivered goods or any portion thereof consists of software, which was manufactured by third parties, then the scope of the rights and entitlements granted to the Customer will be determined in accordance with the third party's license terms, which we will include in the delivery and which we will send in advance upon demand. The foregoing applies specifically to software such as operating systems and comparable components of the delivered systems. The Company will provide suitable advance notice to the Customer in the event that software from third parties will be included in the delivery, e.g., by naming the third-party manufacturer in the Supply Order.
- 10.2. If the Products supplied consist of software developed by the Company (either as a component of the devices or as an independent delivered item), then the following terms shall apply:
  - 10.2.1. The transfer of software for purposes of use in return for a one-time payment constitutes a purchase of rights.
  - 10.2.2. The Company grant the Customer a simple, non-exclusive, transferable right to use the software developed by the same on a single computer system for an indefinite period of time. The use of the software by means of ASP (Application Service Providing), in network operation, in the data processing centre and by means of outsourcing is not permitted, unless the Company have given prior express written consent.
  - 10.2.3. A transfer of the right of use to a third party requires that the software be completely deleted from the Customer's system and that the media, including all documentation related thereto, which had been provided by the Company, be transferred to the purchaser of the software, that the Customer does not keep a copy of the software and that the Customer no longer uses the software itself.
- 10.3. The installation of the software will be performed by the Customer.
- 10.4. The Customer is prohibited: a) from making the software or related documents (user documentation) available or otherwise accessible to third parties without prior written consent from the Company (with exception of the full transfer according to Article 10.2 ), b) from modifying the software without prior written consent from the Company; c) from creating works derived from the software or copying the written documentation; or d) from translating or modifying such software or preparing any derivative works based on the written materials. The foregoing provisions shall not apply if the user is entitled expressly by law to engage in any of the individual acts.
- 10.5. The Customer and SINT Technology agree that an online manual meets the requirements of a proper manual. The Company is not obliged to transfer the source code on which the software product is based.
- 10.6. The Company reserve all rights to the software created from the same and the related documents as well as to any modifications we performed. The software and the related documents must be used and stored in such a manner that they are reasonably safe from any use, reproduction and disclosure in violation of the contract.
- 10.7. One copy may be made for back-up purposes. A reference to copyrights of the Company must be included in or applied to the back-up copy. If a copyright and/or registration number appear in the software, this information may not be removed.
- 10.8. The Customer shall only be entitled to warranty claims with respect to software delivered by the Company if the software does not essentially fulfill the agreed or contractually stipulated main functions or does not comply with the generally accepted rules of technology or contains errors which reduce or eliminate its value or its fitness for the customary or contractually stipulated use to a more than immaterial extent.
- 10.9. Unless expressly agreed otherwise, the software supplied by the Company is not error tolerant and was not developed or produced for purposes of use in a dangerous environment, in which a failure-free operation is absolutely necessary, such as in nuclear installations, aircraft navigation or communication systems, in aviation safety, in life-support machines or in weapons systems in which the failure in technology would directly cause death, personal injury or severe damages to property or the environment.
- 10.10. The removal of errors in the software will be performed exclusively within the framework of Product updates by providing new program versions in connection with the permanent Product updates if it can be reasonably expected by the Customer. The foregoing does not apply in case there is a defect in the software which considerably impairs the usability of the software. The Customer is required to reasonably support the Company in the identification of program errors by sending to the same the error reports and any other necessary information from the same request. The delivery of a new program version will not generally cause the warranty period to commence to run anew.
- 10.11. The Customer shall not be entitled, even after expiry of the warranty period, to rectify software errors itself or to have them rectified, before SINT Technology has been given the opportunity to correct the error within a reasonable period of time.
- 10.12. Otherwise, with respect to the software, the general provisions of the contract and these General Terms (specifically those terms relating to warranty and the Company liability) apply.

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## 11. Processing of personal data

- 11.1. SINT Technology, as Data Controller, pursuant to art. 13 of EU Reg. 2016/679 (hereinafter "GDPR"), informs that the personal data of the Customer (hereinafter also "interested"), are processed in a lawful, correct and transparent manner in compliance with the general principles established by art.5 GDPR.
- 11.2. The processing of the data of the interested party takes place for the following purposes:
  - a) to stipulate and execute the contract (art. 6 paragraph 1 letter b) GDPR);
  - b) fulfill the obligations established by law (art. 6 paragraph 1 letter c) GDPR);
  - c) pursue a legitimate interest such as asserting or defending a right in court (art. 6 paragraph 1 letter f)
- 11.3. The Data Controller may communicate the data of the interested party to third parties, such as independent data controllers legitimated by law to receive the aforementioned data or to data processors identified by SINT Technology pursuant to art. 28 GDPR or to internal personnel (persons authorized as persons in charge). The list of data processors can be requested from SINT Technology by written request to [info@sinttechnology.com](mailto:info@sinttechnology.com).
- 11.4. The data will not be disseminated.
- 11.5. In all the cases illustrated above, the Data Controller is not obliged to acquire any consent from the interested party. All the treatments illustrated above in fact pursue purposes for which Article 6 of the GDPR excludes the need to acquire specific consent from the interested party.
- 11.6. Finally, it should be remembered that the interested party may exercise the rights provided for by articles 15 -22 GDPR (rights of access, rectification, cancellation, limitation, opposition, and data portability) by sending a registered letter to the registered office of SINT Technology. The interested party has the right to lodge a complaint with the competent Supervisory Authority. It should be noted that this information may be subject to periodic review, also in relation to the relevant legislation and jurisprudence. In addition to the foregoing, the parties mutually agree that in the event that the execution of the contract involves the processing of personal data of which the Customer is the Data Controller, it will be the responsibility of the latter to appoint SINT Technology with a specific written document as Data Processing Manager pursuant to art. 28 of EU Reg. 2016/679.
- 11.7. The Customer acknowledges that the information for the processing of personal data pursuant to Article 13 GDPR is also made available on the Company's website <https://www.sinttechnology.com/doc/Informativa-Privacy-Clienti-e-Fornitori.pdf>.

## 12. Partial invalidity

- 12.1. If one of the provisions of these General Conditions is declared invalid or ineffective, the other provisions will still remain valid and legally binding. If possible, the invalid or ineffective provision will be replaced by the applicable legislation with the intention of pursuing the will of all the parties.

## 13. Termination

- 13.1. In the event of a breach by the Customer with respect to the provisions set out in articles: 3.2 (execution of the contract), 5.5 (payments), 8 (intellectual property rights), 9 (confidentiality/privacy/data protection), 10 (Special rules concerning software), the Company will be entitled to terminate the relevant contract pursuant to Article 1456 of the Civil Code.

## 14. Applicable law and Competent Court

These General Conditions and the related contracts are governed exclusively by Italian law and the application of international conventions including, but not limited to, the Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. For any dispute relating to the validity, execution, interpretation of these General Conditions and the related contracts, the Court of Florence has exclusive jurisdiction.