

## GENERAL CONDITIONS OF CONTRACT

### 1. Scope of application

These General Conditions (hereinafter the "Conditions") apply to all contracts entered into between **CAMI SOLUTION SRL** (hereinafter "CAMI") and its Customers and concerning the sale and / or design by CAMI and / or the performance by CAMI of repair, maintenance, overhaul and testing services on Customer Products. Unless otherwise agreed in writing, the General Conditions will prevail over any previous oral or written agreements having the same object. Any exceptions and / or changes to these General Conditions must be expressly approved by CAMI in writing. CAMI reserves the right to modify these General Conditions at any time. Any proposals and / or offers made by the Customer will have no effect unless expressly approved in writing by CAMI. Any special conditions agreed in writing must however be coordinated with these General Conditions, which, insofar as they are compatible, will in any case remain effective between the Parties.

### 2. Conclusion of the contract

A contract between CAMI and the Customer is finalized when the Customer accepts CAMI's Offer or Order Confirmation in writing (by post, fax, e-mail, certified e-mail). Acceptance entails the application of these General Conditions to the contract, even in case of acceptance by performance of the contract. The Offer is considered firm and irrevocable only if it is qualified as such by CAMI and also contains a term of validity. Should CAMI not receive acceptance of the Offer by the Customer within this period or should the acceptance be partial, the Offer will lapse. Any addition, limitation or change - including minor ones that do not substantially alter the terms of the Offer or Order Confirmation - made by the Customer in the acceptance, will be regarded as a "counter-proposal" which CAMI reserves the right to consider.

### 3. Delivery - Terms - Penalty - Transfer of risk

Unless otherwise agreed, the delivery and / or return of the Products is intended to be "Ex Works (Incoterms 2020)"; the costs of transport, insurance and any other burdens and formalities necessary for the transfer of the Products to the places of destination shall be borne by the Customer. The terms of delivery and performance of service are not essential and therefore are of an indicative and not mandatory nature. Any delays resulting from exceptional, unforeseen or unforeseeable events or caused by acts of God or force majeure that have affected CAMI or its suppliers (e.g. natural disasters, wars, insurrections, terrorism, fires, regulatory changes, breakdowns of machinery and plants, strikes, suspension of services, epidemics, pandemics or other health emergencies, delays or omissions in the supply of raw materials, spare parts) will be notified to the Customer and in any case do not constitute a serious breach pursuant to art. 1453 of the Italian Civil Code and therefore do not entitle the customer to penalties, refunds, interest, compensation for damages or other or to terminate the contract. If the Parties have agreed on a penalty for delays attributable to CAMI, the amount of the penalty cannot exceed the consideration or the price of the service and, in any case, the Customer may not claim sums exceeding the agreed penalty or the price of the service by way of compensation for the damage caused by the delay. If the Customer is required to pay deposits, the delivery or return time is suspended until the Customer has complied. The Customer is required to take delivery of the Products even in case of partial, deferred or delayed deliveries or returns and, failing that, the Customer will bear all costs and risks, including those involved in the storage or warehousing of the Products. Packaging of the Products is taken care of by CAMI in accordance with its commercial practice. Any special packaging or different delivery or return instructions requested by the Customer (e.g. by carrier) must be expressly agreed in writing and all related charges, costs and risks will be borne exclusively by the Customer. Unless otherwise agreed between the Parties, the risk of deterioration, damage or loss of the Products (also resulting from acts of God or force majeure) is transferred to the Customer upon delivery or return. In no case will CAMI be liable for the damages suffered by the Products or by the carrier during the loading operations in its own premises, which will therefore be borne exclusively by the Customer.

### 4. Withdrawal

CAMI reserves the right to withdraw from the contract and / or cancel the Offer or the Order Confirmation, in whole or in part, in the event of a significant change in the economic conditions and / or solvency of the Customer, in the event of a decrease in the guarantees given or failure to provide the promised guarantees.

### 5. Obligation of confidentiality

The Customer acknowledges the confidential nature of the information and documents received and learned from CAMI during the performance of the contract and, to this end, undertakes to keep them confidential and ensure that they are kept confidential. This obligation also extends to the Customer's employees and / or collaborators who have come into possession, in any form and manner, of said confidential information and data. In any case, the Customer declares and

guarantees that these subjects will respect the above and remains fully liable for any breaches on their part. In case of unauthorized use or illicit disclosure of confidential information and documents, the Customer undertakes, upon becoming aware of it, to promptly notify CAMI and provide all the necessary support to stop such conduct, without prejudice to the obligation to pay compensation for any damage caused. Any technical drawings, documents, information or software that make it possible to manufacture or assemble the Products or their parts and that are made available to the Customer, before or after the conclusion of the contract, remain the exclusive property of CAMI and cannot be used by the Customer for other purposes or copied, reproduced, transmitted or disclosed to third parties without the prior written consent of CAMI, except for documentation representing the object of the contract. The Customer, in particular, may not assign to third parties or directly carry out the manufacturing of products that are a total or partial reproduction of those supplied by CAMI or that in any case employ intellectual property rights, know-how or technology, projects, schemes, technical information belonging to CAMI.

### 6. Processing of personal data - privacy

The parties mutually acknowledge that they will comply with EU Regulation 679/2016 (GDPR) and with the national legislation in force on the processing and protection of personal data for the entire duration of the contractual relationship. They also declare that they have read the notice pursuant to art. 13 GDPR, which is available in the extended version on CAMI's website, and that they have given their consent. The processing, storage and transmission of personal data are carried out by observing every precautionary measure ensuring its security and confidentiality, in accordance with the provisions of the GDPR, for the sole purpose of being able to effectively fulfill the legal obligations related to the company's economic activity and for the purposes of the contract.

### 7. Applicable law and jurisdiction

These General Conditions and the contracts entered into in accordance with them are governed by Italian law. The Court of Padua will have exclusive jurisdiction over any dispute that may arise between the Parties regarding the interpretation, performance, validity, effectiveness and termination of these Conditions and the related contracts to which they apply.

## PROVISIONS RELATING ONLY TO SALE SERVICES

### 8. Warranties - Limitation of Liability

CAMI warrants that the Products are free from faults and / or defects pursuant to art. 1490 of the Italian Civil Code. The warranty is limited to those faults and / or defects in materials and workmanship attributable to CAMI and does not apply if the Products: a) have been used, assembled, stored, etc. incorrectly or not in accordance with CAMI's instructions; b) have been used, disassembled, modified, replaced, repaired by persons not authorized by CAMI; c) present defects deriving from normal wear and tear or consumption, or deriving from the negligence and / or inexperience and / or imprudence of the Customer, of his agents, of third parties; d) are used for purposes other than their intended purposes. At the time of delivery, the Customer is required to check if the Product delivered matches the one ordered and / or check the Product for any apparent defects or damages, including those attributable to transport. In case of faults and / or defects attributable to one of those hypotheses, a report must be made in writing at the time of delivery, specifying in the shipping document what kind of defect or anomaly is being complained about. Failing this, the Product will be deemed accepted and CAMI will be exempt from liability. In the case of hidden defects and / or faults, art. 1495 of the Italian Civil Code will apply, also in terms of forfeiture and limitation of the guarantee action; upon receipt of the written, detailed report, CAMI reserves the right to verify the existence of the reported defect. If CAMI considers the complaint justified, it will, at its own discretion and within a reasonable time, replace or repair the Product. Replacements or repairs are carried out Ex Works, the costs and risks of transporting the defective Product must be borne by the Customer. If the Parties deem it appropriate in this case to make repairs or replacements at the Customer's premises or elsewhere, the travel and accommodation expenses (food, accommodation, etc.) of CAMI's technical staff will be borne by the Customer, which will provide at its own expense all the means and auxiliary personnel required to carry out the operations in the fastest and safest way. The warranty is not transferable and applies only to the invoice holder. In any case, CAMI's liability for the Products sold, for whatever reason it may be asserted, cannot exceed the price paid by the Customer, meaning with the exclusion of any additional forms and amounts of compensation that may be for any reason activated. Likewise, there is no liability for indirect and consequent damages, losses of production or lost earnings caused to the Customer by the Products.

### 9. Prices - terms of payment - interest - non-possibility of exceptions

The prices of the Products are those specified in CAMI's Offer and / or Order Confirmation. Any price changes are permitted until 30 days before the

expected delivery date in the event of an increase in costs not attributable to CAMI, including, but not limited to, exchange rate fluctuations, currency regulations, modification of customs duties, increase in the costs of materials or raw materials or labor or any other change in the delivery terms of suppliers. The prices are in any case net of any applicable tax or duty, which will be borne by the Customer. The Customer will pay to CAMI, as consideration, the amount stated in the Offer and / or Order Confirmation within the term agreed therein, in addition to packaging costs and any transport and insurance costs requested by the Customer. Payments will be made according to the methods expressly agreed by the parties, in accordance with the law. The parties may agree to provide guarantees in favor of CAMI to protect satisfaction of debts. The Customer cannot raise any objection or take action of any kind before full payment of the price. In the event of a delay in the payment of the price, CAMI has the right to exclude, for the period in which said delay persists, the warranty referred to in the previous point as well as to suspend delivery of the Product or of other products relating to different orders placed by the same Customer; the default interest pursuant to art. 5 Legislative Decree 231/2002 will accrue, without prejudice to indemnity for any greater damage. In the event of non-payment of the price, without prejudice to any further right or action, CAMI has the right to terminate the contract ipso jure by giving notice to the Customer.

### 10. Retention of title - custody

The ownership of the products sold will remain with CAMI until full payment of the price, including any due taxes, duties, tax charges, transport and packaging costs. From the time of delivery the Customer will become the custodian of the Product and will be responsible for its perishing and damage also resulting from acts of God or force majeure.

## PROVISIONS RELATING ONLY TO DESIGN AND / OR REPAIR, MAINTENANCE, ASSISTANCE, TESTING SERVICES

### 11. Order of intervention - assignment and performance of the assignment

The Customer is required to communicate to CAMI (by fax, e-mail, certified e-mail) the services it needs, by specifying: a) technical information and anything that may be useful for the completion of the design activity assigned for the manufacturing of the Product. b) Product on which intervention is requested (brand, model, year of production, serial number); c) any anomalies, damages, defects, malfunctions found and, where possible, what caused them; the services may also be requested at CAMI's premises, at the time of delivery of the Product. In any case, the request for intervention is not binding on CAMI, which is free to formulate the Offer or not or to confirm the order, without prejudice to legal obligations. After examining the Product and / or the technical information relating to the project, CAMI will formulate, without prejudice to the provisions of the previous paragraph, its own Offer or send an order confirmation specifying: a) the type of service to be executed; b) the execution times starting from acceptance of the contract; c) the cost estimate; d) the terms of payment. The information contained in the Offer or order confirmation may vary during construction or design. CAMI reserves the right to unilaterally modify the Offer or the order confirmation if the Product is made available after its acceptance, giving notice to the Customer with specification of the times and new costs of the service. CAMI will supply the customer with the technical drawings developed during the design phase; the Customer undertakes within the following five days to sign the technical drawings as a sign of approval and will send them back to CAMI, or, within the same time, he may provide his own comments. If the Customer fails to sign the technical drawings or formulate its comments in a timely manner, the drawings will in any case be deemed accepted by conduct and CAMI will be allowed to go on with the design assigned.

### 12. Warranties - Limitation of Liability

CAMI warrants that the services will be rendered in a workmanlike manner and in compliance with legal professional parameters. The provisions of art. 1667 et seq. of the Italian Civil Code on the defects and nonconformities of the services rendered will apply. If CAMI acknowledges that the Customer's complaint is well founded, the times and methods of intervention will be agreed between the parties. The warranty does not cover any malfunctions and / or damages attributable to the work of the Customer and / or third parties subsequent to the intervention of CAMI or attributable to non-compliance with the instructions provided by CAMI and / or third parties in relation to the methods of use, conservation or maintenance of the Products that were subject of the intervention. Likewise, the warranty is excluded if the Customer or third parties make changes or repairs without the written consent of CAMI or if the Customer, in the event of a defect, does not take all measures to reduce the damage or does not allow CAMI to remove the defect. Likewise, any defects and effects resulting from circumstances not attributable to CAMI, such as e.g. natural wear and tear, chemical or electrolytic factors, works not performed by CAMI, are excluded from the warranty and from CAMI's

liability. The warranty referred to in this article is the one and only guarantee provided by CAMI in relation to the services. The spare parts installed by CAMI benefit from the supplier's guarantee, with the exclusion of any further guarantee provided by CAMI. The warranty is not transferable and applies only to the invoice holder. In any case, CAMI's liability for the services performed cannot exceed the price paid by the Customer for that part of the service from which the liability derives, meaning with the exclusion of any additional forms and amounts of compensation that may be for any reason activated. The Customer undertakes to indemnify and hold CAMI harmless from any third-party claims concerning the services rendered, for any alleged damages claimed for this reason.

### 13. Consideration

Unless otherwise agreed, the services are billed according to the expenditure of time and material, on the basis of CAMI's tariffs. This includes technical documentation, appraisals, analyses, technical checks, costs for the use of special tools and equipment, consumables, spare parts and small equipment. Unless otherwise agreed, transport, assembly and disassembly, installation and similar services are carried out for the customer and at the customer's own risk. Transport, travel, displacement and other extra expenses will be computed on the basis of the expenditure of time. Once the service has been performed, CAMI will notify the Customer of the final price as calculated above, inviting the customer to collect the Product. The prices are in any case net of any applicable tax and / or duty and / or charge, which must be borne by the Customer in full.

### 14. Transfer of risk - custody and insurance

During the performance of the services and during the transport of the Products, the Customer will bear the risk of damage and / or loss of the product or part of it (also resulting from acts of God or force majeure), as well as of materials, spare parts and tools owned by it. The Products will be kept by CAMI in accordance with the ordinary professional rules. The insurance against damages is mandatory and must be borne by the Customer, just like the disposal of replaced parts or consumables (oils, gases, dust or other).

### 15. Right of retention

Pursuant to art. 2756 of the Italian Civil Code the amounts owed to CAMI up to the final consideration for the services rendered are assisted by a special privilege over the Products. CAMI reserves the right to retain the Product until full payment of the amount due by the Customer, without prejudice to indemnity for any greater damage. In any case, CAMI has the right to make use of any legal instrument for the collection of the amounts due, nothing excepted or excluded.

### 16. Common final provisions

Any changes to these Conditions and / or to the contracts entered into between the Parties must be made in writing. The total or partial invalidity or unenforceability of one or more clauses contained in the General Conditions will not affect the validity or enforceability of the other clauses or the remaining part of the clause in question. In no case will any breach and / or conduct deviating from these Conditions on the part of the Customer be considered as an exception to the same Conditions or tacit acceptance of the same breach or deviating conduct, even if not contested by CAMI; likewise, any inaction by CAMI in exercising or enforcing any right or contractual clause does not constitute a waiver of such rights or clauses.

Place and date  
CAMI SOLUTION SRL The Customer

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Customer expressly declares that it has read every single contractual clause, has understood it and accepts its content as a whole and individually, specifically approving the following articles: art. 2 (conclusion of the contract); art. 3 (delivery, terms, penalty, transfer of risk); art. 4 (withdrawal); art. 7 (applicable law and jurisdiction); art. 8 (warranties-limitation of liability); art. 9 (prices, terms of payment, interest, non-possibility of exceptions); art. 10 (retention of title, custody); art. 11 (order of intervention, assignment and performance of the assignment); art. 12 (warranties-limitation of liability); art. 14 (transfer of risk, custody and insurance).

Place and date  
CAMI SOLUTION SRL The Customer

Having read and understood the Privacy notice referred to in point 6, I hereby consent to the processing of personal data for the purposes of:

- sale
- repair, assistance, maintenance and testing
- design

Place and date  
The Customer