

Imeta Srl

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. GENERAL TERMS

- a. These general terms and conditions of supply ("**Terms**"), together with the specific terms and conditions provided for in the proposal of **Imeta S.r.l.** ("**Imeta**") accepted by its Client (the "Client") or in **Imeta**'s acceptance of the Client's order or in an instrument signed by both **Imeta** and the Client (the "**Parties**"), shall regulate, and apply to, any and all sale agreements and other contracts (including call-back orders) for the supply of goods (the "**Products**", definition including either component/spare parts or finished products, as well as either standard or customized products) and/or services (the "**Services**"), that will be entered into between **Imeta** and any Client (the "**Agreements**"), and shall form an integral part of such Agreements, even if no reference to the Terms is expressly made therein-
- b. Any general terms of the Client shall be inapplicable and ineffective and shall never apply to the Agreement, not even if expressly recalled in Client's orders accepted by **Imeta** or in the Client's acceptance of an **Imeta**'s offer, and even if reference to such terms is not objected and rejected by **Imeta**.
- c. These Terms supersede any possible former **Imeta**'s general terms and as well as any other general terms and conditions applicable to the Agreements.
- d. In case of conflict between these Terms and other documents governing the Agreement, the documents providing for the specific terms and conditions shall prevail, without prejudice to the provisions of paragraph b. above.

2. ORDERS

- a. Without prejudice to the provisions of paragraph 1.b. above, Client's orders shall not be binding upon **Imeta** unless expressly accepted in writing by the latter (even by way of order confirmation) or by starting execution thereof. In this second case the Agreement shall be considered as entered into on the date when and in the place where execution of the order is started.
- b. Any order or proposal placed once the Client has known or could have known these Terms shall be immediately binding on it and remain irrevocable for a ninety days period running from the date it has been received by **Imeta**.
- c. The putting into circulation or delivery by **Imeta** of descriptive material or price-list or estimates shall not bind **Imeta** in any way and shall not be considered as a contractual proposal.
- d. Without prejudice to the provision of paragraph 1.b. above, any acceptance not fully correspondent to the proposal shall be considered as a counterproposal and shall determine the conclusion of the Agreement only if and once accepted by the original proposer.
- e. **Imeta** shall have the right to withdraw from the Agreement, by simple written notice to the Client and with no right of the latter to compensation of damages or indemnity whatsoever, in case **Imeta** has received samples of containers and/or caps only once the Agreement, in whatever form or manner, was entered into.

3. CHARACTERISTICS OF THE PRODUCTS

- a. **Imeta** shall have the right to modify in any moment the designs and/or specifications of Products, without notice to the Client; in the event of any such change, **Imeta** shall have the right to supply the Product so modified even if the Agreement concerned the preceding version, with no right of the Client to reject such Products, provided that they are capable of the same possible uses and of performances not inferior to those of the original Products; on the opposite, the Client shall not have the right to pretend that the modified Products are supplied instead of the preceding version thereof to which the Agreement refers.

- b. All pictures, drawings and data concerning **Imeta's** Products (including those shown in catalogues, brochures, circular letters, advertising, price-lists or other similar materials) are given only for demonstrative purposes. Similarly, if **Imeta** sends or deliver samples, these shall only be considered as approximate information and shall not bind **Imeta** in any way.
- c. When the Products are made on Client's instructions, **Imeta** shall be responsible just of the compliance of the Products with such instructions, while any other warranty and liability, in particular concerning the fitness for an intended use and/or safety, are expressly excluded, bearing the Client any relevant risk and being it obliged to hold **Imeta** harmless for any possible liability also vis-à-vis third parties. Moreover, the provisions of paragraph 3.d. below shall apply.
- d. The Client shall be solely responsible of insertion of **Imeta's** Products in its own machinery or plant as well as of the regulation of such machinery and plant, even if the Products are expressly made for the Client. Any **Imeta's** guarantee and/or liability concerning the compatibility of spare parts and components (either standard or custom-made) with a machine, even if manufactured by **Imeta**, is also excluded, except for components expressly conceived by **Imeta** for a specific **Imeta's** machine and provided that nor the component nor the machine are modified by the Client or third parties, and the Products are properly installed and used.
- e. All spare parts, either offered or supplied by **Imeta**, are manufactured by or for **Imeta**, even if to be installed on machines and/or to replace spare parts of other manufacturers. Any reference contained in **Imeta's** offers or other documents to codes used by other manufacturers and/or to their products, spare parts included, just aims to specify the possible intended use of components and spare parts manufactured by or for **Imeta**. **Imeta** is in fact an independent entrepreneur with no relationships with manufacturers of machines in which components and spare parts are intended to be installed, and is not party to any license agreement with such manufacturers, unless otherwise specified. In any case, **Imeta** shall have the right to offer also spare parts manufactured by third parties, included, without limitation to, those produced by the manufacturer of the machine on which they have to be installed.

4. DELIVERY

- a. Unless otherwise expressly agreed in writing, delivery shall be Ex Works ("EXW") **Imeta's** plant, in Parma, Italy (Incoterms 2020), according to ICC Incoterms in force at the time of execution of the Agreement. Delivery is therefore considered to have been made placing the goods at the Client's disposal at **Imeta's** plant (Incoterms 2020). According to ICC Inconterms, **Imeta** shall previously inform the Client of the date on which the Product shall be placed at its disposal.
- b. Terms of delivery, however agreed, are not essential and a tolerance is always allowed, also considering the special characteristics of **Imeta's** manufacturing activity and that production and/or delivery may also results from circumstances beyond **Imeta's** control and/or not foreseeable by it.
- c. Any liability for damages resulting from delay or from total or partial non-delivery is therefore expressly excluded. As a consequence **Imeta** shall not be responsible or liable for any delays or failure in shipment or delivery and therefore shall not be responsible or liable for any costs and/or damage whatsoever, either expectable or not, that the Client may suffer as a consequence of, or in connection with, delays in shipment and/or delivery.

5. PACKAGING

- a. Products shall be supplied under the packaging more convenient in **Imeta's** opinion and in any case under those usually adopted by it.

6. INSPECTIONS – REPORTS

- a. It being understood that in any case only the limited warranty provided in paragraph 12.a. below is granted, the Clients shall carefully examine the Products on delivery and shall report to **Imeta** in writing, under penalty of forfeiture, within eight days from delivery, any alleged defect or lack of quality or unfitness of intended use or non-conformity or damage of the Products or error in number or in kind of received goods. In case of hidden defects, not verifiable on delivery notwithstanding an accurate inspection, the Client shall report in writing to **Imeta** the discovered defect, under penalty of forfeiture, within eight days from discovery (but in any event within one

year from delivery). In lack of such notice within the aforesaid terms, the Client shall lose any warranty right. Any and all claims by the Client for damage or loss in transit, where the Products are not delivered EXW **Imeta's** plant (Incoterms 2020), shall be made by the Client only against the carrier.

7. RETENTION OF TITLE – TRANSFER OF OWNERSHIP

- a. Unless otherwise agreed in writing, title and ownership to the Products shall pass to the Client on payment in full of the relevant price. On **Imeta's** request, the Client shall execute all formalities (including execution and delivery of instruments and documents and performance of acts, including their registration) as may be necessary to make the retention of title enforceable against third parties.
- b. In any case all risks of loss and/or damage to any Products shall pass to the Client on delivery EXW **Imeta's** plant (Incoterms 2020) or, in case a different form of delivery is agreed, when delivered to the carrier.

8. PRICE - PAYMENT TERMS

- a. Unless otherwise provided for in the Agreement, price shall be fully paid within thirty days respectively from the date of delivery of Products EXW **Imeta's** factory (Incoterms 2020) or from the date of shipment, should a different form of delivery be agreed, or from the date of granting of Services, when they are the sole subject matter of the Agreement.
- b. In case of delay, without prejudice to any other right and remedy in favour of **Imeta**, statutory interests for late payment shall be charged at a rate equal to the sum of the reference rate (i.e. the interest rate applied by the European Central Bank to its most recent main refinancing operation) and eight percentage points in accordance with the provisions of EU Directive 2011/7/EU and domestic law provisions implementing said Directive in Italy (i.e. Legislative Decree no. 231 of 2002), in addition to compensation for recovery costs.
- c. Any claim as to the Agreement or its execution or the Products does not legitimate the Client to suspend or delay payments. In any case, the Client shall not have the right to set off its debt as price with any claims to compensation of damages.
- d. Prices may be increased, in the event of any variation in costs incurred by **Imeta** even if after acceptance of the order. V.A.T. not included in the quotation or invoice will be added where applicable.
- e. The lack or partial payment of even one invoice shall entitle the **Imeta** to suspend any delivery under the same or any other Agreement.
- f. Taxes on sales, VAT, taxes on property, on use, excises, as well as any central or local taxes, stamp duties, other duties and costs of inspection are not included in the price and the Clients shall bear them and directly pay such taxes and duties or refund them to **Imeta**.
- g. Invoice of total amount lower than Euro **Two Hundred (200)** will be subject to an additional charge of Euro **Twenty (20)** due to invoicing cost.

9. ERECTION – TECHNICAL ASSISTANCE ON SITE

- a. All **Imeta's** skilled and unskilled labour for any activity to be performed by **Imeta** according to the Agreement at Client's plant where the Product has to be installed, including in particular engineer's time in erecting, starting up the machinery or attending thereto after starting, including time spent in travelling to and from site, plus fares, board and lodging charges and other expenses, as well as materials, shall be charged extra to Client at cost, in addition to the price of the Products, or in any case as compensation for Services. On **Imeta's** request, the Client shall directly organize and provide for, at its own costs, travelling, board and lodging for **Imeta's** personnel. Boarding and lodging conditions (it being agreed and understood that accommodation shall not be farer than one hour by car from the Client's factory) shall be of high level of quality, of property and of safety. Transports shall take place with the maximum of safety.
Imeta's personnel shall perform their activities during normal working time, to be determined according to Italian laws and regulations, alternating work with rest. It is agreed and understood that in any case rest has to be kept after travelling from **Imeta's** to Client's plant.

- b. Using its own means, lifting tackle included, and personnel, suitable for the relevant activities and complying with all applicable rules and regulations, the Client shall arrange, under **Imeta**'s supervision and instructions, unloading and handling of the Product and of any equipment and tools needed by **Imeta**. Unless otherwise agreed, **Imeta** shall erect the Product and provide for the relevant starting up, it being agreed and understood that the pertinent costs shall be borne by the Client, which shall also assure all the necessary cooperation to **Imeta**'s personnel.
- Since erection and tests have to be performed at Client's plant, when it results to be very difficult or even impossible for **Imeta** to otherwise to procure the necessary tools and equipment, the Client shall also provide and put at **Imeta**'s disposal all means, instruments, equipment, tools and materials necessary to such purpose, in addition to water, compressed air, energy and driving power. To such purpose **Imeta** shall make its best efforts to send the Client, before erection starts, a list of all requested means, instruments, equipment, tools and materials, which shall be procured by the Client and put at **Imeta**'s disposal (it being understood that such obligation rises even in lack of said prior communication). Client shall furthermore take care that **Imeta**'s technicians are never left alone and without assistance and shall put at their disposal a closed warehouse to store their equipment and tools, if any, as well as a reserved changing room.
- c. The Client shall ensure that its plant, as well as all the instruments, tools, equipment, facilities, materials, compressed air, energy, driving force and facilities, warehouse and changing room included, put at **Imeta**'s disposal, fully comply with **Imeta**'s instructions and requests, with any EU applicable law provisions (those on safety on work included, and in particular, but without limitation to, with provisions on noise, radiations, emissions, temperatures) and, in case they are more favourable to workers, with those in force where services have to be performed, are safe, also comply with applicable technical rules and harmonized standards in force in Italy and in the European Union or in any case to technical rules and harmonized standards providing for safety requirements for the benefit of workers even stricter than those in force and effect in the European Union, are in very good cleanliness and hygiene conditions, and their maintenance has always been regularly and duly conducted. Furthermore, the Client shall previously inform in writing **Imeta**'s technicians about the safety provisions adopted in its plant. When operations are carried out in a Client's plant in Italy, the latter shall draft and deliver to **Imeta**, in compliance with the article 26 of Italian Legislative Decree no. 81 of 2008 and unless article 3 *bis* thereof applies, the DUVRI, which shall become an annex to the Agreement, identifying the measures adopted in order to remove or minimize interference risks. DUVRI shall be updated by the Client depending on works, services and supplies development, without prejudice to the mandatory application of all provisions of the above quoted Decree and of any other applicable laws and regulations.
- d. Should **Imeta** and/or its technicians consider that the safety and/or hygiene provisions, as above identified, are not fulfilled and/or the adopted measures or the existing situation (even if as regards instruments, tools, equipment, materials and facilities) are not sufficient to ensure safety and hygiene, they can refuse to intervene and operate, but the Client shall in any case be obliged to bear all transport, fares, and accommodation costs and other fees, as above provided, as well as to pay for the time spent by **Imeta**'s staff, including in travelling and in waiting for due conditions to be restored should **Imeta**'s technicians considered such restore feasible.
- e. Similarly, without prejudice to the provisions of article 16 below, **Imeta** and/or its technicians shall have the right either to refuse the granting of services and, more in general, travelling, notwithstanding the provisions of the Agreement, or to postpone them, in case, at their discretion, risks exist, in particular of political, terrorist or sanitary nature, in the place of final destination and/or of transit, or in case no technicians (either **Imeta**'s employees or not, having due competences) are available to travel to the place where services have to be performed, for reasons not depending on **Imeta**.
- f. For the sake of clearness, in all cases provided under paragraphs 9.d and 9.e above **Imeta** shall not be considered in breach of the Agreement and shall not be liable vis-à-vis the Client, who, on his turn, shall refund to **Imeta** all incurred costs.

10. PRELIMINARY TEST

a. If special tests have to be performed in the presence of Client or Client's representative, they shall take place, unless otherwise agreed in writing, at **Imeta's** plant, and will be charged extra. In the event of any Client's delay in attending such tests after seven days' notice attesting that the test is ready to be done, the tests will be performed in the Client's absence but shall be deemed to have been made in the Client's presence and the relevant results shall be enforceable against the Client.

11. TRADEMARKS – COPYRIGHTS INTELLECTUAL PROPERTY – DESIGNS

- a. The Client acknowledges and agrees that **Imeta** is the sole proprietor and has all proprietary rights on all trademarks used and/or registered by **Imeta** itself and on all copyrights and intellectual (and industrial) property rights, know-how and other technical information concerning the Products or exploited thereby. The Client shall undertake no step or action intended or able to challenge or damage **Imeta's** intellectual (and industrial) property rights or which could have a negative effects thereupon.
- b. Designs, models, drawings, sketches, lay-outs, etc. originated by **Imeta**, those expressly made for the Client included, are submitted to the Client in trust and confidence and, unless expressly agreed otherwise in writing, they and any right thereon (copyrights and intellectual and industrial property rights included, as well as moral and economic exploitation rights) shall remain the sole property of **Imeta**. The aforementioned designs, models, drawings, sketches, lay-outs, etc. may not therefore be, directly or indirectly (nor even through or by affiliated companies, related parties, figureheads and third parties in general), used by the Client or copied, reproduced, transferred or communicated to third parties in any way without **Imeta's** prior written consent. The above provisions shall also apply to **Imeta's** designs', models, drawings, sketches, lay-outs, etc. made on the basis of Client's designs and/or specifications or intended to improve the performance of the Client's products, as well as to any information concerning tests performed by **Imeta** in order to improve the products and/or the performance of the Client. Furthermore, **Imeta** shall not be liable for mistakes in drawings or specifications approved by the Client and the latter shall also be solely responsible for any printed matter approved by him and for any design, model, shape or construction made according to his drawings or specifications, and shall indemnify **Imeta** against any claim arising therefrom and in particular against any claim of third parties pretending to be damaged thereby and/or to have rights on the designs, drawings, models, specifications and whatever else supplied by the Client and used by **Imeta** and/or supplied by **Imeta** and approved by the Client and/or performed by **Imeta** on the basis thereof.
- c. The Client shall acquire no industrial/intellectual property rights or copyrights on the Products nor any right on the know-how or other technical knowledge involved or exploited by the Product, the project and the manufacturing thereof, that shall remain the property of **Imeta**. The above provision shall apply also to Products made on Client's design or specifications as well as on test run on Client's products and/or on Products specifically designed for the Client, without prejudice to the rights on design already lawfully belonging to the Client before its delivery to **Imeta**.
- d. Jigs, tools, and equipment (also as concerning s the material object) provided in order to manufacture the Products shall remain **Imeta's** property whether or not their cost is charged to the Client, unless the Agreement concerns also the purchase of such equipment. However also in the latter case, the Client shall acquire only the property of such single equipment, as corporeal artefact (i.e. the so called *corpus mechanicum*), but not of the property of the rights involved and/or exploited thereby.

12. WARRANTY

- a. Without prejudice to the limitation of liability provided under this article 12 and article 13 below, **Imeta** warrants only that the Products manufactured by it **(i)** are free from defects in material and workmanship making the Products unsuitable for the intended use or considerably reducing their value, provided in any case that such defects already exist on delivery to the Client; **(ii)** comply with the European Union's rules and regulations (but not of the single countries thereof). The Client assumes all risks regarding any discrepancies between the EU's rules and regulations and those in force in the country of destination of the Product and shall hold **Imeta** harmless.

Possible external and/or dimensional differences, not affecting the functioning of the Products, shall not be considered as defects.

- b. Non even the limited warranty provided under paragraph 12.a. above shall apply in any of the following cases: *(i)* the Products are not used for their intended use or are not installed, used and maintained according to the instructions contained in **Imeta**'s manuals, where such manuals are mandatory under EU law or supplied according to specific provisions of the Agreement (the "**Manuals**"), and/or according with generally accepted can industry quality and practice or in any case with a high level of diligence and the best practise; *(ii)* the Products are used for more than forty hours a week in case of higher use the duration of the warranty provided under paragraph 12.g below shall be proportionally reduced; *(iii)* defects are due to causes unrelated to the Products or in any case following delivery thereof or, in case of warranty concerning finished Products, spare parts not supplied by **Imeta** are used; *(iv)* the Products have been modified without **Imeta**'s prior written consent; *(v)* the Products do not show the marking imprinted by **Imeta** to ensure the traceability thereof.
- c. Without prejudice to the limitation of liability provided under this article 12 and article 13 below, *(i)* where specifications for can size change parts supplied by **Imeta** are established from sample can components furnished by Client, the warranty provided under paragraph 12.a. above shall be due only when an adequate number of sample cans and ends, as determined under the Agreement, have been supplied by the Client and the can components being used by Client are identical to samples supplied to **Imeta** for the purpose of establishing specifications for the manufacturing and testing of can size change parts; *(ii)* where specifications for can size change parts supplied by **Imeta** are established from data sheets, drawings and/or dimensions of can components furnished by Client, the warranty provided under paragraph 12.a. above shall be due only where can components being used by Client are identical to the data sheets, drawings and/or dimensions supplied to **Imeta** for purpose of establishing specifications for the manufacture of said can size change parts and an adequate number of sample cans and ends, as determined under the Agreement, have been supplied by the Client.
- d. Without prejudice to the provisions of paragraph 3.c above, **Imeta** makes no representations or warranties as to the compliance of the Products with any laws and regulations on health and safety at work in force in the country of destination of the Products (if different from those of the European Union in force in Italy) and any such warranty is expressly excluded. As a consequence **Imeta** shall have no indemnification obligations for accidents and damages due to the lack of compliance of the Products with any such laws and regulation, while the Client shall hold **Imeta** fully harmless against any possible consequences.

Similarly **Imeta** shall not be liable, and the Client shall hold it harmless against any claim for any damage to persons and/or properties caused by, or relating to, a use of the Products other than as specified by **Imeta** or not complying with generally accepted can industry quality and practice or not complying with high levels of diligence and best practise, or in case safety advertising, devices and instructions supplied by **Imeta** are not applied or the Products are modified or not properly installed, as well as in case the machine, on which the Product is installed, is modified.

Furthermore the Client shall be fully and solely responsible for safety of the machines in which the Products (in particular if components or spare parts) are installed and of safety of the Products themselves once installed in, or connected with, the machine, and shall hold **Imeta** harmless from any third parties' claims and from any liability.

The Client shall be totally responsible of installing proper safety guarding according to local national laws on overhauled machines. **Imeta** gives no warranty or guarantee whatsoever that safety devices installed by it are sufficient for this purpose. If further safety devices are required, the Client shall provide detailed and clear indications and **Imeta** shall supply them at additional cost.

- e. In any case, the warranty provided under paragraph 12.a above (with the further restrictions and limits stated in the other paragraphs of this article 12), which is the only one granted by **Imeta**, gives the Client only the right to the repair or replacement, at **Imeta**'s choice, of the Products not complying with the warranty under paragraph 12.a ("**Defective Products**"), without prejudice to the limitation of liability stated under article 13 below. The Client shall remove the Defective Products, procure delivery and install of the replacement Products at its own expenses. If so requested by **Imeta**, the Client shall in addition return to **Imeta** the Products it considers Defective for checking.
- f. Any guarantee concerning normal wear and tears is expressly excluded.

g. Any right and action for, and based on, warranty is barred, by the statute of limitation, within the term of twelve months from delivery of the Products to the Client, provided in any case that the Client has reported in writing to **Imeta** the alleged defects within eight days as provided under paragraph 6.a. above.

The Client acknowledges and agrees that the shelf life, also in normal operating conditions, of a Product or part thereof may be shorter than twelve months due to their characteristics or purposes. Such shelf life is certainly shorter than twelve, and is of maximum six months in case of components/spare parts. The twelve months term shall therefore apply only as prescription term to start a legal action.

Apart from the duration of the warranty, all the other provisions of this article 12 concerning the warranty and relevant limitations shall apply also to such Products having a shelf life shorter than twelve months.

It is specified that no warranty, of whatever duration, is granted as to the good functioning/performance of the Products.

- h. Components/spare parts not of **Imeta**'s manufacture are subject to component manufacturer's standard warranty, which will be made available to the Client to the extent available to the **Imeta**, any other warranty, including any warranty provided under this article 12, is expressly excluded.
- i. The rights and remedies provided under the previous paragraphs of this article 12 represent the Client's only rights and remedies in case of Defective Products. Therefore, by entering into the Agreement, the Client waives any and all other possible rights and remedies in whatever manner concerning the Products or arising out of them, either based on the Agreement (including, without limitation to, any breach of contract, breach of warranty, or otherwise) or on torts or on breach of any applicable laws and regulations or for any other cause and title whatsoever, equitable remedies included.
- j. In case **Imeta** has made available Manuals to the Client, any resale or installation by the Client of the Products to third parties must be accompanied by the original Manual. The Client shall be responsible for any damages which may derive from its failure to make the Manual available to its customers, it being in any case understood that **Imeta** shall not be responsible in case the Product to which the Manual refers is modified, as well as in case of lack of compliance with new laws and regulations.
- k. The warranty provided in this article 12 is in lieu of any and all other warranties, express or implied, for defect and/or fitness for any particular purpose or otherwise whatsoever, other than as set forth above.
- l. **Imeta** neither assumes nor authorizes any person to assume for it any other obligation, representation, warranty or liability or to bind **Imeta** in any way enlarging its liability, in connection with the Products, except for the expressed warranties set forth in this article 12. By entering into the Agreement, the Client acknowledges and agrees that **Imeta** has not made and shall not be deemed to have made, and has expressly disclaimed, any representation or warranty, express or implied, as to the condition, value, design, operation, merchantability or fitness for use for any particular purpose of the Products or any part thereof. **Imeta** disclaims any warranty if the Product has not been properly installed, used or maintained, or if spare parts and components not manufactured by or on behalf of **Imeta** have been used.

13. LIMITATION OF LIABILITY

- a. Notwithstanding anything in the Agreement or under the law to the contrary, whether such liability is a result of a breach of contract, a breach of warranty, a tort or otherwise, liability for compensation of damages included, **Imeta**'s liability is limited to the price paid by the Client for the Product or the Service to which **Imeta**'s alleged liability refers. Furthermore, even within such maximum amount, in no event shall **Imeta** be liable to the Client or any third party for any punitive, incidental, special, exemplary or consequential damages and for indirect damages in general, even if connectable to causal regularities, it being in particular excluded, *inter alia*, any compensation of damages resulting from loss of use of the Product or of equipment, loss of production, loss of finished products, or loss of profits or income or loss of business opportunity or chances, damages to image or reputation (even if resulting in a reduction of turnover), other material and non-material damages and costs in general suffered by the Client.

- b. **Imeta** shall not be liable for damages of Client caused by improper use of the Products or repairs incorrectly carried out by the Client or third party, or by any of the circumstances provided under paragraph 12.b above, or for damages not caused by the Products supplied by **Imeta**, or deriving from third parties' equipment or parts. **Imeta** shall not be responsible for providing any type of services on such equipment or parts.

14. INDEMNIFICATION

- a. The Client shall indemnify, defend and save harmless **Imeta**, and its officers, directors, employees and agents from and against any losses, liabilities, damages, demands, obligations, fines or civil penalties, expenses, costs, and fees (including, but not limited to, court costs and reasonable attorney's fees) of whatsoever kind and nature (collectively, "**Losses**"), imposed on, incurred by or asserted against **Imeta**, its officers, directors, employees and agents, in any way relating to or arising out of **(i)** the use, operation, possession or disposition of the Products by the Client, **(ii)** the willful misconduct or gross negligence of the Client or any of its officers, directors, employees or agents, or **(iii)** the negligence of the Client or any of its officers, directors, employees or agents, to the extent that Losses are caused by such negligence.

15. CONFIDENTIALITY

- a. The Client expressly undertakes, originating by this an essential and inalienable condition for the contractual relationship, to maintain strictly confidential and not to use nor divulge to any third party, either directly or indirectly, therefore, but way of example only, not even by means of any entity that controls, is controlled by, or is under common control with the Client or related party or figurehead or third parties in general, not permit that any of such person use or divulge, any information, of technical or commercial or administrative nature, either written or oral or kept in archives or computer/magnetic supports, which is property of **Imeta** or however related thereto, its activity, its products, communicated to the Client by **Imeta** itself or to which the Client has access in any other mean, or learnt even in occasion of a simple visit at **Imeta's** and/or while negotiating, making tests, studies ("**Confidential Information**").
By way of example only, Confidential Information include, without limitation to, any information on **Imeta's** products and Clients, pricing, data, strategies, designs, projects, plans for products, technological process, formula, knowledge, know-how, trademarks, idea, inventions, whether patented or patentable or nor patentable, as well as whether registered or not, and in general any scientific or technical information, as well as any sample or any sample of material or product realised or developed by **Imeta** and the Agreement.
- b. The Client shall use the same degree of care to protect the confidentiality of the Confidential Information as the Client uses to protect the confidentiality of its own information, but not less than reasonable care. The Client shall disclose such Confidential Information only to its employees having a need to know such information to perform the transactions contemplated by these Terms and the Agreement. The above non-use and confidentiality obligations shall not extend to information lawfully in the public domain at the time of disclosure to, or when learnt by the Client and/or information that is required to be disclosed by law or by court order.
- c. Personal data that may be present in the documents that will follow these Terms shall be treated according with the principles of the GDPR EU-2016/679 and related laws and regulations, in particular those implementing it in the single countries. **Imeta** guarantees the use of such personal data only for the purposes strictly connected to any future commercial relationships that refer to the present Terms. Further information are available on **Imeta's** website www.Imetasrl.com and may be received requesting them to the e-mail address privacy@Imetasrl.com at any time.

16. FORCE MAJEURE

- a. Without prejudice of the provisions of section 4 above, Seller shall not be responsible for delays or failure to fulfill any obligation under the Terms and the Agreement due to strikes, also at company's level, fire, acts of nature, acts of God, embargoes, currency restrictions, labor shortages, war,

terrorism, epidemics, civil riot, import or export restrictions, shortage of materials or labor, or any other cause beyond **Imeta's** reasonable control, even if **Imeta** knew, had reason to believe, or was advised of the possibility of any such cause.

17. MISCELLANEOUS

- a. No relaxation, forbearance, indulgence or delay on any Party in exercising any right shall be construed as a waiver of the right and shall not subsequently affect the ability of that Party to exercise that right or to pursue any remedy, nor constitute a waiver of any other right under the Agreement, inking these Terms.
- b. All the terms and conditions of the supply of Products and/or the granting of Services are governed by the Agreement and no agent, broker or third party in general has the power to bind **Imeta** in any way to obligations, warranties or derogation non provided for by these Terms and/or the Agreement.
- c. **Imeta** and the Client are independent contractors. The Agreement does not have and shall not have as an object, not even in part, the transfer of technology by **Imeta** to the Client.
- d. If any provision of these Terms or of the Agreement is or is declared invalid or unenforceable, this shall not invalidate any of the remaining provisions, which shall remain in full force and effect unless one of the Parties deems such provision essential.
- e. The Terms and the Agreement may be amended only by written instruments signed by both Parties.

18. APPLICABLE LAW - DISPUTES

- a. These Terms as well as the Agreements shall be governed by and interpreted in accordance with Italian laws as applied, excluding principles of conflicts of laws, and therefore also excluding the application of the Wien Convention of 1980 on International Sale of Goods.
- b. The Court of Parma, Italy, shall have exclusive competence and jurisdiction for any and all dispute arising out or in connection with these Terms and/or the Agreement.

Date and place:

The Client:

According to the provisions of articles 1341 and 1342 of Italian civil code I hereby declare to have carefully checked and to specifically and expressly hereby approve the following provisions of the above General Terms and Conditions of Supply: 1.b (ineffectiveness of any possible general terms and conditions of the Client, even if reference thereto contained in any instrument is not challenged by **Imeta**); 2.b (binding effects and irrevocability of the Client's order and relevant term); 2.e (**Imeta's** right of withdrawal from the Agreement); 3.a (**Imeta's** right to modify standard Products and to supply modified Products); 3.b. (approximate nature and merely indicative purpose of pictures, drawings and data of **Imeta's** Products); 3.c. (exclusion and limitation of **Imeta's** liability as to Products made on Client's instructions; Client's obligation to hold **Imeta** harmless); 3.d. (exclusion of any **Imeta's** liability as to the compatibility of supplied components/spare parts); 4.b. (non essential nature of terms of delivery; tolerance); 4.c. (exclusion of **Imeta's** liability for failure or delay in delivery); 6.a (under forfeiture, eight days term for written notice of alleged defects, lack of qualities, etc, running, respectively, from delivery, if evident, for discovery, if hidden); 7.a (reservation of title until full payment of the price of Products; Client's obligation to perform due instruments); 7.b. (transfer of the risk on Products); 8.b. (late interests rate); 8.c. (exclusion of any Client's right to suspend or delay payments even in case of claim; exclusion of any Client's set off rights in case of claim for compensation of damages or indemnity); 8.d. (**Imeta's** right to increase prices after the acceptance of orders, in case of increase of costs incurred by **Imeta**); 8.d. (**Imeta's** right to suspend any supply in case of delay in payment by the Client); 9.c. (applicable law and regulation on safety at work and work places); 9.d. (**Imeta's** and its personnel's right to refuse interventions for safety and/or hygiene reasons); 9.e. (**Imeta's** and its personnel's right to suspend or delay the performance of services, and in particular travels, in case of risk of political, terrorist or sanitary nature, as well as in case no technicians are available); 9.f. (exclusion of any **Imeta's** liability in case provided under paragraphs 9.d. and 9.f. and Client's obligation to pay for Products and for nor performed services and to refund to **Imeta** any costs incurred by the latter); 10.a. (tests results in case of Client's non-participation protracted for at least seven days after **Imeta's** notice); 11.a. (**Imeta's** sole proprietary rights on all trademarks used and/or registered by it and on all copyrights and intellectual and industrial property rights, know-how and other technical information concerning the Products or exploited thereby; exclusion of any Client's right to challenge **Imeta's** rights or to make detriment thereto); 11.b. (**Imeta's** moral and economical exploitation rights; Client's sole liability for designs approved by it

and obligation to hold **Imeta** harmless); 11.c. (non-acquisition by the Client of intellectual and industrial property rights); 12.a. (object of **Imeta**'s warranty and limitation; irrelevance of external and/or dimensional differences; Client's risk in case of possible non-compliance of the Products with applicable law); 12.b. (case of exclusion of warranties); 12.c. (limitation of liability with reference to specifications for change of Products); 12.d. (exclusion of warranty with regard to safety of Products in case applicable law is different from EU law; Client's liability); 12.e. (limitation of liability; right of the Client to repair or replace, on **Imeta**'s discretion, of defective or unfit Products; Client's costs); 12.f. (exclusion of any warranty for wear and tear); 12.g. (statute of limitation, term; duration of warranty); 12.h. (extension to the Client of warranty granted by third party manufacturers with regard to products not manufactured by **Imeta**; exclusion of any **Imeta**'s warranty); 12.j. (exhaustiveness of the Client's remedies provided under article 12; exclusion of any other remedies and Client's waiver thereto); 12.k. (exclusion of any further warranty in favour of the Client in addition to those specifically provided under article 12); 12.l. (Clients' acceptance of exclusion of warranties); 13.a. (limitation of **Imeta**'s liability and compensation obligations up to an amount equal to price paid for Products or Services under the Agreement to which **Imeta**'s possible responsibility refers); 14.a. (Client's obligation to hold **Imeta** harmless); 15.a. (Client's confidentiality and non-use obligations); 18.a. (applicable law; principles of international private law not applicable; exclusion of application of the Wien Convention of 1980); 18.b. (exclusive competence and jurisdiction of the Court of Parma, Italy, for any and all disputes arising out of, or in connection with, the Terms and the Agreement)

Date and place:

The Client: