GENERAL TERMS AND CONDITIONS OF SALE TEMA SINERGIE S.p.A. ("SELLER")

1. Scope

1.1. These General Terms and Conditions of Sale ("GTCS") apply to the sale or supply of products ("Products") and/or services ("Services") by the Seller to the customer ("Customer").

1.2. In addition to other arrangements specified by the Seller in the Order Confirmation ("OC"), the GTCS constitute the entire agreement between the Seller and the Customer. All other terms and/or conditions placed by the Customer in the Purchase Order ("PO") or other communications sent by the latter to the Seller shall not be binding unless they are specifically accepted in writing by the Seller.

1.3. In the event of deviations in the content of the entire agreement, the GTCS and OC shall prevail over the PO, and the OC shall prevail over the GTCS.

1.4. Documents, catalogues and any other medium, of any kind, of an informational nature shall not be binding. The Seller may change, at any time and with no obligation to notify the Customer, any technical details in order to maintain or improve the performance of the Products.

1.5. The Seller shall not be bound by the Customer's General Terms and Conditions of Purchase ("GTCP"), not even if reference is made to them or they are contained in the PO or in any other documentation from the Customer. The GTCP shall not be binding for the Seller, not even by tacit consent.

1.6. Where the Products and/or the Services have to be installed and delivered in a place that belongs to a third party ("End User"), the Customer undertakes to have the End User sign these GTCS for the proper fulfilment of the obligations set out herein.

2. Seller's Offer and PO

2.1 The Customer places the PO based on the Offer that the Seller provides, stating the Scope of Supply and the Terms and Conditions of Supply.

2.2 The Offer is a document that is created progressively, which may be subject to subsequent revisions to allow the Customer to define the PO, through a fine-tuning and detailing process.

2.3 The Seller reserves the right to apply an hourly fee to assess revisions after the third version.

2.4 Unless the PO is placed within 30 days of receipt of the Offer and subsequent revisions, the Seller reserves the right to change the content of the Offer.

2.5 The PO is irrevocable and shall not be binding on the Seller unless confirmed in writing on the OC. Where the Seller has begun to fulfil the sale or supply without communicating the OC to the Customer, the latter may not revoke the PO which, as the agreement is considered finalized due to conclusive facts, and it will be governed by the GTCS attached to the Offer.

2.6 After the OC, the Seller reserves the right, in all events, and at its own discretion, to submit technical specifications and/or general construction or installation drawings to the Customer, to finalise and confirm the details of the Product. These documents must be reviewed and approved by the Customer before the start of production. The Customer will also be required to inform the Seller in a timely manner about the logistical and/or organisational specifications for reaching the installation site.

2.7 If, after the OC and the start of production, a price increase becomes necessary, as a result of any change in the Scope of Supply requested by the Customer, the Customer shall pay said amount upon submission of a communication in which the Seller has stated the reasons for said increase. Likewise, the Customer shall accept, in such an event, any change to the delivery time.

2.8 For Standard Products, the Seller, with the aim to guaranteeing a continuous improvement of the performance of the Products themselves, reserves the right to carry out design changes even after receipt of an OA without any obligation to notify the Customer thereof. It is understood that any illustrative material (brochures, pictures) sent with the Offer is to be considered as an example of realisation and may not strictly correspond to what is offered.

3. Exclusions – Sale of Products

3.1 Unless specifically agreed in writing, the following points are excluded from the supply (where applicable): (1) Risk Analysis on the Products; (2) Mechanical construction drawings; (3) Source software; (4) SW licences; (5) floor load tests and, where necessary, reinforcement work; (5) building works or preparation work for the installation of the Products, including the lighting system in the installation site; (6) checking routes and transits for the handling of Products from the unloading or storage area to the installation site; (7) electrical ducting; (8) laying electrical cables; (9) electricity network connections; (10) connections to technical gas networks, including compressed air; (11) connection to water networks, including demineralised water, purified water, water for injection; (12) connection to controlled drainage system and sewer network; (13) construction of exhaust ducts, where applicable, for ventilation of air related to the Products from the installation area to the outside of the building or other ducting; (14) FAT, SAT, IQ, OQ, PQ, DQ and other tests not specifically stipulated in a written agreement; (15) rental, where applicable, of lifting equipment (crane, forklift, pallet truck etc.) and transportation from the unloading or storage area to the installation area; (17) instruments required for validation activities; (18) supplies not specifically mentioned in the Offer.

4. Customer's specific responsibilities and obligations – Installation of the Products

4.1 In order to obtain a proper installation service for the Products, the Customer and/or End User undertakes, at its own expense and effort, to: (1) ensure suitable safety conditions for technicians appointed by The Seller during the supply of the Products and, in particular, make certain that the equipment and environments are perfectly clean and totally free of potentially hazardous materials and/or substances; (2)

ensure the presence of at least one of its operators during the interventions by the technicians appointed by The Seller with the technical ability and operational authorisation needed to ensure the safety of the Seller's personnel; (3) drafting a prevention plan identifying the risks and prevention measures adopted and to be adopted to ensure the minimum safety and hygiene requirements set out in laws applicable at the site; said plan and the related requirements should be communicated in a timely manner to The Seller for the planning of the intervention; (4) take on the works involved in preparing and finishing the installation site, including the disposal of waste material, in accordance with the technical documentation supplied by The Seller

4.2 In the event that the installation involves extra work and time due to the Customer's failure to fulfil his obligations under Section 4.1, the Seller will issue a specific quotation for the performance of that extra work. The installation service shall be performed according to the time schedule set forth in the Offer or OC or, should there no reference to such term in the Offer or OC, within and no later than 3 (three) months from the shipment date. It is however agreed that, should the installation service not be performed and completed by the time agreed upon by the Parties or within 6 (six) months as from the shipment – due to facts and circumstances other than Seller's default – the customer shall pay the Seller the balance still due.

4.3 Should the installation service be performed by the Seller, the Customer shall be allowed to use the Product only after the completion of the site acceptance test ("SAT"). Seller shall not be deemed liable for any damage arising out of the unauthorized use of the Product by Customer before the fully execution of the SAT.

4.4 If the Customer does not confirm its presence at the FAT or does not ask for any change to that date within 14 days from the date of notice of the FAT, the Seller shall be entitled to carry out the FAT without the Customer's representatives. In this case, the FAT shall be deemed accepted even without the signature of the Customer's authorised employee on the relevant FAT document and the Seller shall be implicitly delegated to sign the document by the Customer. Notwithstanding the foregoing, the Seller will promptly share all documentation relating to the FAT with the Customer as soon as such documentation is available.

5. Maintenance and Assistance Services

5.1 Types of Maintenance and Support Services:

5.1.1 On-site Preventive maintenance: regular technical intervention aimed at maintaining the perfect running and efficiency of the equipment to be maintained. The interventions will take place at regular intervals predetermined by the technical requirements established by the manufacturer of the equipment. If the manufacturer has prepared a checklist of maintenance activities, these will be supplied at the end of technical interventions. The schedule of the interventions will be agreed in advance.

5.1.2 Help Dek Corrective maintenance : technical intervention carried out by personnel appointed by The Seller by remote connection (e.g. Virtual Private Network – VPN), telephone and/or e-mail following notification by the Customer of a failure and/or a problem and/or any need for clarification regarding the proper use of the hardware and software of the supplied system. In this event, the Customer must allow and provide the best access to the Products for the Seller's personnel, in accordance with the Seller's instructions. If the Customer is unable to provide access within the time limits set by the Seller, the latter reserves the right to send its own personnel to the Customer's premises and the Customer will bear the cost of the compensation, transportation, board and accommodation of the Seller's personnel.

5.1.3 On-site Corrective maintenance: technical intervention carried out at the site by specialized personnel appointed by The Seller to deal with hardware and/or software issues needing direct intervention on the Customer's premises.

5.1.4 Carry-in technical intervention: technical intervention carried out on the premises of The Seller or at another site indicated by the latter to deal with an issue that cannot be solved directly on Customer's site. In order to proceed with the intervention, the Customer will have the equipment or the part of it delivered to the premises of The Seller or to another site indicated by the latter.

5.1.5 Software update: it means an improved version of a software program that does not include important functional expansions. Software updates can be released for the following reasons: removal of programming errors (bug fix); adaptation to new operating systems and/or new versions of operating systems.

5.1.6 Software upgrade: means a new version of the software that includes a substantial increase in functionality over the previous version, expanding the project specifications considerably.

5.2 Implementation

5.2.1 The technicians appointed by The Seller to carry out installation, maintenance or repairs are qualified as "exposed workers", as set out in Annex III of Legislative Decree no. 230 of 17 March 1995 as amended, and the subsequent European Directives representing current European legislation on radiation protection; for such operators, The Seller complies with legal obligations.

5.2.2 The company's contact details for technical assistance are:

Via Malpighi, 120 - 48018 Faenza (RA) Italy

Tel.: +39 0546 622663 Fax: +39 0546 621640

For assistance pertaining to Nuclear Medicine, Barrier Isolation Technology: support@temasinergie.com
For assistance pertaining to Radiotherapy, Diagnostic Radiology and Urology: support-rt@temasinergie.com

5.2.3 Schedule: calls will be taken and interventions will be carried out on business days (Monday to Friday) from 08.00 A.M. to 05.30 P.M., except during national bank holidays. Response time: 8 (eight) working hours Help Desk, 3 (three) working days on-site (Europe, Americas), 5 (five) working days (Asia Pacific). Different arrangements may be agreed between the Parties; indeed, the Seller is open to assessing different scheduling needs on a case-by-case basis. It is understood that any inability to respect these deadlines for reasons not attributable to the Seller cannot be considered unfulfillment of its obligations.

5.2.4 Technical report: at the end of each technical intervention, a technician appointed by the Seller will issue a report drawn up in two copies, which will relate, for each item of equipment, any malfunctions found and the corrective action applied or recommended to ensure and/or restore the functioning of the equipment, and any materials used in the intervention.

5.2.5 Waste Disposal/Recovery: in order to meet legislative requirements and within the limits of the contract/order, the Customer and/or the End User is identified as the producer/holder of the waste produced as part of the contract/order in question, including the packaging. As holder, the Customer and/or End User is obliged, at its own effort and expense to: (1) identify and equip with suitable containers and appropriate signposting at the worksite/plant/facility a place for the temporary deposit of waste and to ensure access to it by The Seller during the period of installation/maintenance of the commissioned equipment/systems; (2) ensure the transportation, at its own expense and effort, whether directly or through authorised third parties, of the waste to authorised waste disposal/recovery facilities; (3) fulfil, where required, the obligations of keeping loading and unloading registers, issuing waste identification forms, environmental declarations (MUD), in accordance with the laws in force and as amended; (4) specifically regarding the disposal of filters, to supply The Seller with instructions regarding the proper packaging for disposal of waste generated by the activities that are the subject of the contract, for the purpose of their deposit at the production site, as well as classifying the waste with a CER code and hazard characteristics, including chemical and physical analysis, where necessary.

6. Exclusions – Maintenance and Assistance Services

6.1 The following remain excluded from the maintenance and assistance Services, unless expressly agreed in writing, and therefore subject to specific quotation if conditions to proceed are met: (1) calibrations/ (e.g. electrical and/or radiological of the detectors/dose gauges/calibrators...); (2) charges and costs related to the removal, handling, management (for any reason whatsoever) of sources and radioactive material in general; (3) hardware modifications with respect to the initial validated project; (4) supply of any new optional software modules; (5) supply of consumable material (including for example, daily disposable kits, thermoplastic masks, gloves, ...) and materials subject to wear and tear and/or ageing (including, for example, radioactive sources, batteries, accumulators, UPS, cables, ...); (6) replacement and/or repair of any type of tank of the disposal systems; (7) replacement of dose calibrators and non-repairable detectors; (8) training sessions; (9) any intervention not specifically contemplated in the offer.

7. Customer's specific responsibilities and obligations – Maintenance and Assistance Services

7.1 In order to obtain a proper maintenance and assistance service, the Customer and/or End User undertakes, at its own expense and effort, to: (1) ensure suitable safety conditions for technicians appointed by The Seller during the supply of the Services and, in particular, make certain that the equipment and environments are perfectly clean and totally free of potentially hazardous materials and/or substances; (2) ensure the presence of at least one of its operators during the interventions by the technicians appointed by The Seller; (3) drafting a prevention plan identifying the risks and prevention measures adopted and to be adopted to ensure the minimum safety and hygiene requirements set out in laws; said plan and the related requirements should be communicated in a timely manner to The Seller for the planning of the intervention.

8. Financial Terms and Conditions

8.1 The Seller may, at its discretion, request letters of credit, partial or total advance payments, or other forms of guarantee, including a first demand bank guarantee, as set out in Rule 758 of the International Chamber of Commerce.

9. Prices

9.1 Price lists, quotations, offers and prices are subject, at any time, to changes at the sole discretion of the Seller, except as otherwise established in the Terms and Conditions of Supply referred to in the CO.

9.2 Prices are stated in Euros (€) unless otherwise indicated and are understood, unless otherwise indicated in the Offer, to be net of taxes, carriage or delivery costs, customs duties and/or tariffs (e.g. sales tax, use tax, *ad valorem,* etc.).

9.3 Transport prices, where provided for at the Seller's expense, may be revised up to 3 (three) days before shipment.

10. Shipping, Delivery and Delays

10.1 The Products are delivered FCA – Free Carrier (current Incoterms in force) to the Seller's premises, unless otherwise stated in the Terms and Conditions of Supply referred to the CO.

10.2 These terms and conditions take effect from the date of the OC, or anyhow when the Seller has begun to fulfil the sale or supply, and, where applicable, from the discharge by the Customer of its obligations and expenses, such as submission of the documents, any agreed advance payments or proper preparation of the installation site, as set out in the Seller's Offer. The Seller will make every reasonable effort to avoid delivery delays. The Customer may not attribute to or request from the Seller compensation for damage resulting from serious delays in delivery of the Products for reasons not directly attributable to the Seller, taking into consideration that the shipping time for the Products relate to the date on which the supply is received by the carrier.

10.3 The Products will be delivered to the carrier appointed by the Customer, and in turn delivered by the said carrier to the place indicated by the Customer and shown on the related delivery note. In all events, if the Seller has to bear higher costs or charges relating to non-acceptance of the Supply in a timely manner, the Customer will have to bear any additional cost, direct and/or indirect, incurred by the Seller.

10.4 Force majeure, unforeseeable circumstances and all exceptional occurrences that could affect the normal delivery of the Products, such as strikes and lockouts or other trade union conflicts, lack of energy, measures by state authorities, as well as import and export restrictions,

will entitle the Seller to extend the delivery time to a reasonable extent or, if fulfilment of the OC is compromised or made impossible, to withdraw totally or partially from the agreement, without any liability towards the Customer.

10.5 The Seller has the right not to fulfil the OC, if the Customer has become insolvent including in relation to other supplies, or if its financial guarantees have diminished.

10.6 If the shipment is delayed or extended by request of the Customer, the Customer itself shall organise and inform the Seller of the place to which the Products that are the subject of the OC are to be delivered for their deposit and storage, at its own expense. Consequently, all risks (e.g. loss of or damage to the Products) will be borne by the Customer. If the Customer will not promptly organise the deposit or storage, the Seller may make arrangements for this service at the Customer's expense. Any further cost, to be reported in detail by the Seller, must be reimbursed by direct remittance.

10.7 If delivery of the Products requires a special export licence or authorisation, the Seller will not be liable for any delay in the granting of such licence or authorisation.

10.8 The shipping time set forth both in the Offer and OC are intended by the Parties to be approximate and shall not be deemed of essence. The compliance with such term may be influenced by the receipt of the Seller of any information necessary to fulfill its obligations in a timely manner, as well as the performance of any obligations and activities by the Customer.

11. Payments and Ownership

11.1 All payments must be made in European currency (Euro, €), unless otherwise specified.

11.2 Payments will be made in accordance with the "Terms and Conditions of Supply" agreed between the Seller and the Customer, as provided in the CO.

11.3 In the event of delayed or non-payment of any amounts for any reason due to the Seller, interest on arrears will become effective from the time of the non-payment, with no need on the Seller's part for a summons or formal notice and without prejudice to compensation for any greater damage, at the rate set out in Legislative Decree 231/02 as amended (ECB rate + 8%).

11.4 The Seller will have the right to refuse or discontinue supplies in the event of default by the Customer if, in its unquestionable judgement, it becomes aware that the Customer's financial situation is precarious and/or has worsened after the OC and also in the event that, according to the Seller's discretionary and reasonable assessment, its guarantees have diminished.

11.5 Unless specifically agreed otherwise, the Customer waives the right to offset any claims from the Seller.

11.6 In the event of non-payment by the Customer on the relevant due dates, of even a single part of the consideration for the supplies, the Customer will automatically forfeit the benefit of the time limit for the amounts not yet due and will therefore have to make immediate full payment of its debt in principal, interest and expenses.

11.7 The Seller retains the ownership of the Products until the day of the shipment and all risks and dangers are transferred to the Customer at the time of delivery to the carrier, unless otherwise specified. For the avoidance of doubts, the Service activities or the installation of the Products do not alter or change the provisions on the transfer of risk of loss and/or damages to the Products.

11.8 Any claims and complaints concerning the Products and/or Services by Customer and/or third parties shall not entitle any withholding, suspension and/or delay of the payment by Customer, and/or the performance by Customer of its obligations under this agreement.

12. Cancellation

12.1 The cancellation or discontinuation of the PO by the Customer after the OC will entail a penalty of 75% of the total value of the Order, without prejudice to further documented damage.

12.2 In the event of cancellation, the Customer must provide written notice to the Seller by registered post with advice of delivery or by Certified Electronic Mail (PEC) or other equivalent means.

12.3 Cancellation of the PO will no longer be possible after shipment.

13. Design of the equipment

13.1 The Seller reserves the right to make changes and improvements to the design and specifications of its standard Products without notice or obligation to the Customer.

14. Warranty and Warnings

14.1 The Seller warrants that the Products are of excellent quality, comply with the specifications set out in the Scope of Supply, and are free from faults in the materials and in the manufacture under normal conditions of use and functioning for a period of twelve (12) months, unless otherwise specified, from the date of validation, or other date indicated in both the Offer and the OC. In any case, the warranty will begin to run no later than 180 days after the delivery of the Supply.

14.2 The Seller provides a warranty for the Products supplied by third parties to the extent that the warranty provided by the third parties is transferable to the Customer at no expense to the Supplier.

14.3 If, on receipt of the Products, the Customer ascertains their non-conformity, any claim for apparent and non-apparent flaws and defects in the Products must be made in writing by the Customer within 8 (eight) days of discovery of the flaws and must state their nature.

14.4 During the warranty period the Seller undertakes to repair all manufacturing defects or to replace any defective or unsuitable components, charging neither for the cost of spare parts nor for transport costs. The Seller's warranty is not applicable to defects, and therefore the technical intervention will be subject to proper quotation, resulting from: (1) damages and malfunctions due to and originating from insufficiency or inadequacy of the Customer's installations (e.g. electrical, water, pneumatic, HVAC or alterations resulting from environmental, climatic or other conditions); (2) damage and/or failure due to repairs carried out by unauthorised personnel or caused by neglect, negligence, tampering, disassembly, inability to use, improper and incorrect use of the equipment and/or use contrary to the instructions given by the Seller or its assignor; (3) failures and malfunctions resulting from incorrect installation of the product, when this is to be borne by the End User; (4) repair/restoration/servicing necessitated by normal wear and tear of the product; (5) changes to the original state of the product (except those recommended by the manufacturer) and adaptations to standards other than those in force on the date of initial acceptance; (6) damage caused by accidents, fire, imperfect and/or inadequate condition of the premises housing the systems, natural disasters, riots, explosions, warlike events or any other event falling into the category of force majeure; (7) use of consumables and/or wear parts other than those recommended by the manufacturer; (8) absence at the Site of the necessary requirements for installation specified in the Scope of Supply; (9) Product specifications expressly requested by the Customer during the design phase; (10) subjecting the Product to conditions of neglect and negligence; (11) repairs or modifications of the Product carried out without the prior written authorisation of the Seller; (12) further calibrations (e.g. electrical and/or radiological) not specified in the Terms of Supply; (13) filters and consumables; (14) the Services referred to in paragraphs 5.1.1 and 5.1.6 above unless otherwise stated in the OC; (15) adjustments and settings of the Seller's equipment made necessary as a result of any intervention by a third party that alters the validation already carried out by the Seller; ((16) provision of equipment on loan for temporary use for the time needed for repair/restoration/servicing needed as consequence of one of the aforementioned reasons. The Seller will have no other liability, direct or indirect, of any kind, including liability for special, incidental or consequential damages. If any model or sample has been shown to the Customer, such model or sample is to be considered merely illustrative of the type and general qualities of the Products, and not representative of all the aspects of the model or sample to which the Product should necessarily conform.

14.5 The warranty duration will not be extended, nor will the warranty itself be renewed, as a result of repairs or replacements. It is understood that in the case of replaced components, the guarantee will begin to run again only and exclusively with regard to the replaced component.

14.6 The warranty will no longer be valid and will therefore lose all effectiveness, in the event of tampering or if the Customer/End User has directly carried out or has had parties other than the Seller's Technical Assistance (or other specialised technicians specifically authorised by the Seller) carry out interventions on the product. The warranty will also lose all effectiveness and will therefore not be valid if the purchaser has used non-original components, accessories, spare parts or consumables kits on the product.

14.7 In all events, the Seller will not be liable for any missed business opportunities, including loss of profits, revenues, or expenses incurred by the Customer.

14.8 The Seller's warranty loses effect if the Products have been used for functions that are not part of the Scope of Supply. Furthermore, in such cases of non-permitted use, the Customer must hold the Seller harmless for all losses, damages or consequences resulting from such improper use.

14.9 The warranty will not apply if the Product or Service have not been paid in full by the Customer.

15. Limitation of liability

15.1 Seller's liability towards Customer concerning the Product and/or the Service, or otherwise, arising out of, connected with or resulting from the performance or non-performance of the agreement, will exist only in case of willfull misconduct or gross negligence.

15.2 In this case, the total liability will not exceed the price of Product and/or Service object of the liability's claim or the limits recognised by the insurance policy taken out by the Seller.

15.3 In no event, shall the Seller be liable for loss or profit or revenues and/or consequential damage.

15.4 It's understood that any Seller liability shall be conditioned upon the compliance by Customer of its payment obligations, and will terminate in any case upon the expiration of the warranty period.

16. Termination clause

16.1 Any supply of goods and/or Services shall be terminated in accordance with the provisions of Article 1456 of the Italian Civil Code and the Seller will be authorised to discontinue the supplies that are the subject of the agreement, with no right to recourse by anyone and with no right, on the part of the Seller to claim compensation or otherwise for any reason, if the Customer: (1) does not pay within the agreed terms and time limits, discontinue, in whole or in part, the payment of any sum due to the Seller in relation to the supplies made to it; (2) not perform its obligations according to these GTCS or it does not allow the Seller to perform its own duties once the period of 15 (fifteen) days as from the notice of claim by Seller has elapsed; (3) refuses to collect the supplied goods; (4) discloses to third parties information relating to commercial relations with the Seller, unless specifically authorised by the Seller; (5) the Seller or a branch or subsidiary of the Seller is subject to any proceedings in insolvency, bankruptcy, liquidation or winding up; (6) its own financial guarantees in place to safeguard its credit obligations to the Seller are diminished, according to the discretionary and reasonable evaluation of the Seller; (7) has become untraceable; (8) refuses, if requested, to provide additional guarantees to the Seller, in accordance with article 8.1 above.

16.2 Should one of these events occur, the Seller shall have the right to notify the Customer the occurrence thereof and terminate the contract.

16.3 In the event of termination of the supply agreement, in addition to the obligation to pay the Seller the full amount due, the Customer will still be liable for full compensation for any damages suffered by the Seller as a result of the Customer's breach of contract.

16.4 In all events, it remains the Seller's right to request fulfilment.

17. Force Majeure

17.1 Force Majeure means events or accidents wholly beyond the control of the Seller, and not attributable to it, and which Seller couldn't have foreseen or avoided, and which causes failure to perform any obligations of the agreement. These are in particular: a) war, declared or not, military operations, terrorism, mobilization, embargo; b) radiation or radioactive contamination of nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive or toxic explosives: c) rebellion, revolution, insurrection, military or civilian coup or civil war; d) earthquake, flood, fire or other natural disasters (promulgated by the relevant authorities); e) hurricane; f) strikes, if they are general strikes, and if these strikes are covering the whole country or specific industries.

17.2 In case of a Force Majeure events, Seller will not be liable towards the Customer for any delay or non-performance of its obligations. Seller should notify the Customer about the occurrence of such event no later than 7 (seven) days for the starting date. If any Force Majeure event should last for more than 3 (three) calendar months, the Seller shall be entitled to terminate the agreement without any further liability toward the Customer.

18. Design, Patents, Trademarks, Copyright and Software

18.1 The Seller warrants that, at the time of the OC, it was not aware of any infringement of intellectual property rights claimed by third parties relating to the design, patents, trademarks, copyright or software of the Products.

18.2 If the Seller is notified in writing of any claim for violations of the regulations that are the subject of this paragraph, the Seller will be liable for resolving such disputes at its own expense, whether in or out of court, provided the Customer cooperates with the Seller.

18.3 The above provisions will not apply if the Product that is the subject of or part of the complaint has been supplied using components specifically indicated by the Customer or made according to technical specifications provided by the Customer. Regarding these Products, the Seller will not be liable in any way for infringements of designs, patents, trademarks, copyright or software. The Seller will compensate the Seller and will hold the latter harmless from any claims, liability, damages or expenses, including legal fees, resulting from such disputes.

18.4 The Customer will not disassemble or reverse engineer the Products and the internal software delivered with the Products.

18.5 The Seller exercises its exclusive rights with regard to the Products and its intellectual property rights, including copyrights, trademarks, patents, trade secrets and industrial know-how, as well as on any changes introduced as a result of the Customer's PO.

18.6 Intellectual Property (IP) of the Product, spare parts and consumables is in a complete IP ownership by Seller. The Customer receives a non-exclusive, a royalty-free, perpetual, irrevocable, usage, and exploitation right with no temporal or spatial restrictions that cannot be unilaterally revoked. It is understood that Seller can share, and market the design of the Product to any other third party than the Customer, and can also share and market with third-parties specificities of Customer's equipment, always guaranteeing to never disclose Confidential Information or the fact that the design has already been developed for the Customer. Customer shall ask written approval from Seller to share any information from the design, documentation and licensing, with any third party. As part of this information sharing, Customer shall use a non-disclosure agreement between Customer and the third party.

18.7 Unless otherwise expressly provided, title and ownership of software contained in the Product, if any, shall never pass to Customer, and the Seller will remain the exclusive owner of any intellectual rights. Customer will be, however, entitled to a non-exclusive, worldwide and free-of-charge license (with no right of sub-license) on the software for the limited purpose of the use of the Products.

19. Disclosure of information

19.1 Any confidential information, including without limitation acts, contracts, data, drawings, materials, products, technology, software, company know-how, technical specifications, manuals, business plans, analyses, estimates, financial information, marketing plans, customer and/or employee lists, trade secrets, forecasts and analyses, and any other information, even if not specifically described as "confidential", provided or otherwise made available by the Seller that a reasonable person would deem confidential, provided with the Offer and/or as part of the Products or Services that are the subject of a PO) by the Seller to the Customer in relation to the Seller's Services shall not be disclosed to third parties, except by prior written agreement with the Seller.

19.2 Any information, suggestion or idea given to the Seller by the Customer in relation to the Seller's Services will not be considered secret or provided in confidence, unless expressly stated in writing and signed for acceptance by the Seller.

20. No Russia and Belarus Trade clause

20.1 Customer hereby represents and warrants that it will not, and procure that its end customers as well as any parties further down the commercial chain, including possible resellers, will not:

1. sell, re-sell, export, re-export or cause to be exported or to be used the Deliverables, directly or indirectly, to citizens, entities, nationals, or permanent residents of (a) the Russian Federation and/or Belarus, which are subject to economic sanctions or embargoes imposed by any of the European Union, United Nations, United States, or which are not eligible to any export as listed in the prohibited, restricted, sanctioned, or debarred parties' lists maintained by US Government and European Union;

2. re-export any Deliverables to the Russian Federation, or for use in the Russian Federation and/or Belarus and, when, directly or indirectly, selling, supplying, transferring or exporting such Deliverables to a third country, with the exception of Partner Countries (as defined below), contractually prohibit re-exportation to the Russian Federation and/or Belarus and re-exportation for use in the Russian Federation and/or Belarus, any Deliverables that constitute Prohibited Items or are Common High Priority Items (as defined below);

3. with regard to Russia, transfer, license, sublicense or in anyhow dispose, sell, supply, transfer or export, directly or indirectly, to the Russian Federation, or for use in the Russian Federation, (a) any intellectual property rights or trade secrets embedded into the Deliverables as well as (b) any proprietary confidential information and trade secrets related to any Deliverables where (a) and (b) refers to Deliverables which are Common High Priority Items. (annex XL). Such prohibition will not be applied to the execution of contracts concluded before June 25, 2024 until June 26, 2025 or until they expiry date, whichever is earlier.

4. According to the Article 12g of the Eu Regulation 833/14 with regard to Russia and Article 8g of the Eu Regulation 765/06 with regard to Belarus in the event of: selling, supplying, transferring or exporting deliverable from a supplier the customer declares and warrants that will never re-export any goods covered by the annex clearly indicated in the article 12g to Russia and/or re-export any deliverable for use in Russia and in the article 8g to Belarus and/or re-export any deliverables for use in Belarus.

20.2 The restriction above described are in forced starting from march 20, 2024 with regard to Russia and July 1, 2024 with regard to Belarus. Following the content of the article 12g of the EU Regulation 833/14 and the article 8g of the EU Regulation 765/06 the items are enclosed in the following annex:

-XI – Reg.(EU) 833/14; XX – Reg.(EU) 833/14; XXXV – Reg.(EU) 833/14; XL – Reg.(EU) 833/14; XVI – Reg.(EU) 765/06; XVII – Reg.(EU) 765/06; XXVIII – Reg.(EU) 765/06; XXX – Reg.(EU) 765/06; I – Reg.(EU) 258/12.

-Partners Countries as indicated in the annex VIII of the Reg.(EU) 833/14 with regard to Russia and/or annex V ba of the Reg.(EU) 765/06 with regard to Belarus.

-Deliverable according to NC code 845710, 845811, 845891, 845961, 846693 enclosed in the annex XL with regard to Russia and annex XXX with regard to Belarus.

-The execution of contracts concluded before December 19, 2023 for components different from paragraph ”a” of the article 12g until january 1, 2025 or until expiring date whichever is earlier with regard to Russia and/or July 1, 2024 until expiring date with regard to Belarus.

-All obligations, restrictions, warranties and/or representations listed under clause I.1, I.2, I.3 and I.4 shall apply mutatis mutandis, directly or indirectly, with respect to any citizens, entities, nationals, or permanent residents in countries where the European Union has issued restrictive measures.

20.3 Should Customer be in breach of any of the above representation and warranty or obligations as above under clause I.1, I.2 , I.3, I.4 and II, then, (a) the Customer shall be obliged to pay to the Seller a penalty for each breach equal to the purchase price of the Agreement (and/or the relevant purchase order) and up to the maximum of an aggregate amount of twice the value of purchase price, as of the receipt the relevant written notice by the Seller. Penalties shall be cumulative and not aggregate; (b) the Seller shall be entitled to terminate immediately the Agreement (and/or the relevant purchase order) by serving a written notice, in accordance with the modalities set forth in the agreement between Seller and the Customer, without any liability to the Customer, in which event it shall have no obligation related to the Agreement (e.g. warranty) and/or to refund any advance payments that may have been received pursuant to this Agreement; (c) Customer shall indemnify and hold harmless Seller (and its shareholders, officers, directors and employees) for, from and against any and all claim, losses, liabilities, fines, penalties that might apply to the Seller as a consequence of Customer’s breach of its obligations under this Section.

20.4 The Customer shall undertake its best efforts to ensure that the purpose of clause I. and II. above is not frustrated by any third parties further down the commercial chain, including by possible resellers.

20.5 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the above representation and warranty or obligations as set forth under clause I.1, I.2, I.3, I.4 and II, respectively.

20.6 The Customer shall immediately inform Seller about any problems in applying the above representations, warranties and/or obligations as listed under clause I.1, I.2, I.3, I.4 and/or II, including without limitation any relevant activities by third parties that could frustrate the purpose of these clauses. The Customer shall make available to Seller information concerning compliance with the obligations under clause I.1, I.2, I.3, I.4 and/or II within two weeks – unless otherwise requested by the Seller - of the simple request of such information; failure to reply in a timely manner shall be considered a material breach of this Agreement

21. Severability clause

21.1 The invalidity of any provision of these “General Terms and Conditions of Sale”, or the CO, will not affect the validity of any other provision contained therein.

22. No waiver

22.1 If the Seller fails to exercise any rights resulting from the contractual relationship, this circumstance will not constitute a waiver, whether express or tacit, and the Seller will not be precluded from exercising any other rights.

23. Notification

23.1 Any notification or request for the purposes of these “General Terms and Conditions of Sale” must be sent in writing by registered post with advice of mail delivery (Tema Sinergie S.p.A., Via Malpighi 120, 48018 Faenza (RA), Italy) or by Certified Electronic Mail (PEC temasinergie@pec.it) or other equivalent means.

24. Processing of personal data

24.1 In accordance with Legislative Decree no. 51/ and the EU Regulation 2016(680 GDPR as amended the Customer on behalf of the company iteself and its personnel involved in the execution of the contractual relationship (“Individuals of the Customer) authorises the Seller to use and process their personal data as data controller and that the failure to provide the personal data requested by Seller for the execution of the contractual relationship could result in the impossibility of executing or maintaining such contractual relationship. The purpose of processing the personal data of the Individuals of the Customer is the execution, maintenance, development and control of the terms of the contractual relationship. The legal basis to process the personal data is the execution of the contractual relationship. The personal data of the Individuals of the Customer may be shared with other Seller’s company or with third parties for administrative purposes, as well as

for the fulfilment of legal obligations or for statistical, commercial, marketing, credit protection and management purposes or for any other purpose that may be necessary, through consultation, processing, comparison and disclosure of the same always within the scope and limited to the purposes and provisions of this contract. In the event the personal data of the Individuals of the Customer is accessed from countries that do not offer an adequate level of protection, Seller will adopt, if necessary, the appropriate safeguards in order to carry out said international transfers in line with the applicable legislation. Further information on appropriate safeguards, are available on request by contacting the Seller on privacy@temasinergie.com. Upon the termination of the contractual relationship for any reason, the personal data of the Individuals of the Customer will be retained until the end of the statutes of limitation of any liabilities that may arise from the contractual relationship itself as well as during the term required to comply with legal obligations. The Individuals of the Customer may exercise, when appropriate, the rights of access, rectification, erasure, objection, restriction of processing and data portability by sending a written communication to privacy@temasinergie.com and indicating as subject of the communication the business relationship for which the sharing of personal data was necessary. For these purposes, Seller may request a copy of their ID card/passport in force or any other valid document evidencing their identity. In addition, the Individuals of the Customer may lodge a complaint with the Italian Data Protection Agency (https://www.garanteprivacy.it/web/garante-privacy-en/home_en) or with any other data protection authority and may contact the Seller at privacy@temasinergie.com.

24.2 The Customer undertakes to inform its personnel, whose personal data may be transferred to the Supplier for the execution of the contractual relationship, in the terms set out in the applicable data protection legislation and in accordance with the terms of this Clause.

24.3 The Customer grants the Seller the right to disclose his personal data to its subsidiaries and affiliated companies for statistical, commercial, marketing, credit protection, credit management and assignment purposes, by means of consultation, processing, comparison, interconnection and communication of the same always within the scope and limited to the purposes and provisions of this GTCS.

24.4 During the relationship with its customers, the Seller may process personal data concerning the Customer, its employees, agents or suppliers, in order to facilitate the processing of the PO or to carry out other activities with the Customer (satisfaction interviews, market surveys, etc.), and to ensure that the Customer is informed by the Seller.

25. Applicable law – Jurisdiction

25.1 These GTCS are subject to Italian Law.25.2 The Seller and the Customer accept that all disputes arising from the supply relationship governed by these GTCS, or in any way related to them and which cannot be settled amicably, will be subject to the exclusive jurisdiction and competence of the Law Court of Ravenna, or, if the Customer is a legal person under public law, of an Administrative Court with jurisdiction in the place where the Agreement is to be performed, to the express, agreed exclusion of all other courts.

26. Miscellaneous

26.1 The Customer declares to accept the transfer of credit owed to the Seller.

26.2 The Customer shall be entitled to assign the Agreement and any liability arising therefrom to any entity which, directly or indirectly, controls, is controlled by or is under common control with the Seller. In such a case, the Customer shall not have any joint and several liability as guarantor.

26.3 Any modifications of these GTCS are deemed valid only if approved in writing by the Seller.