

General Conditions for Technical Assistance Services

1. Scope and Object of the General Conditions for Technical Assistance Services

1.1 These General Conditions for Technical Assistance Services (hereinafter: "**GCA**") shall apply between the company Losma S.p.A. unipersonale (tax code and VAT no. 01234590162 - REA/Economic Administrative Index no. 1856885), operating at Via Enrico Fermi 16, Curno (Bergamo), Italy – tel. +39 035 461444, fax +39 035 461671, email info@losma.it, certified email losma@pec-mail.it, website www.losma.it (hereinafter also simply: "**Losma**") and the customer (hereinafter: the "**Customer**") having purchased machinery or equipment (hereinafter: "**Losma Products**" or, in the singular: "**Losma Product**"), and form an integral part of all contracts entered into between the said Losma and the Customer (hereinafter, jointly, also simply: the "**Parties**") relating to the provision of technical assistance services concerning Losma Products (hereinafter: the "**Contract**"), even where not expressly referred to by the Parties.

1.2 The purpose of these GCA is to regulate the terms and conditions of technical assistance services (hereinafter: "**Technical Assistance Services**") requested by the Customer in relation to Losma Products except where there is a valid warranty under the General Conditions of Sale (hereinafter: "**GCS**") governing contracts for the sale of Losma Products entered into between the Parties.

1.3 Technical Assistance Services include supervision of assembly, commissioning and start-up of the Losma Product(s) or repair, reinstatement or maintenance of the Losma Product(s) as agreed on a case-to-case basis between the Parties by means of appropriate contractual documentation pursuant to Article 2 of these GCA. If, during provision of the agreed Technical Assistance Services, the Parties should agree on performance of any additional operations, these must be supported by appropriate contractual documentation signed by the Parties.

1.4 The Customer, before placing an order as defined in Article 2.2, hereby undertakes to consult these GCA, available at the link <https://www.losma.it/en/il-gruppo/condizioni-general-assistenza/>, indicated by Losma in the Proposal pursuant to Article 2.1; having consulted the said GCA, it shall be the Customer's responsibility to print them, save an electronic copy of them or otherwise retain them. In any case, Losma shall provide the said Customer with a copy together with the Order Confirmation pursuant to Article 2.4.

1.5 Any special conditions agreed between the Parties shall only be valid where indicated in the Proposal and Order and, therefore, accepted in the Order Confirmation, and shall prevail over the GCA, constituting a derogation from these. The Customer may therefore neither invoke nor contest conditions other than those contained in these GCA and/or agreed in writing pursuant to the previous sentence.

2. Formation of the Contract

2.1 Upon written request by the Customer, indicating all information necessary for identification of (i) the operation requested in relation to the Losma Product(s) and (ii) any reasons for urgency, Losma shall formulate its proposal (hereinafter: the "**Proposal**") to the Customer" specifically indicating the Technical Assistance Services to be provided together with the relative fee. Under no circumstances shall the said Proposal be considered binding.

2.2 Based on the Proposal, the Customer shall formulate its request for Technical Assistance Services by sending Losma an appropriate Order in writing (hereinafter: the "**Order**").

2.3 Under no circumstances shall Losma be obliged to accept the Order but reserves the right to assess and, if applicable, accept it.

2.4 The Contract shall only be considered entered into once the Order has been expressly accepted in writing by Losma by sending the Customer an appropriate order confirmation (hereinafter: "**Order Confirmation**").

3. Place of Performance of the Technical Assistance Services

3.1 The Technical Assistance Services shall be rendered at the Customer's facility or other place indicated in writing in the Proposal, the Order and, therefore, the Order Confirmation.

4. Fee and Costs Charged to the Customer

4.1 The fee for the Technical Assistance Services shall be calculated in terms of calendar days of absence of Losma's technician(s) from Losma's headquarters (actual number of person-days used plus travel time from and back to headquarters), with application of a daily rate based on the prevailing rates published by UCIMU (Italian machine tool, robots, automation systems and ancillary products manufacturers' association) - Specialist Technicians and Electronic Engineers - where the rates refer to 8 (eight) hours/day worked up to 5 (five) days/week, with the following specifications:

- travel time is included in the working time;
- the hourly rate for overtime is determined by dividing the flat daily rate by 8 (hours) and adding 30%;
- Sundays and/or local public holidays are charged at the fixed daily rate. If the Customer requires work to be carried out on Sundays or bank holidays, the fixed daily rate shall be increased by 150%. However, orders for work on Sundays or local bank holidays must be specifically and previously agreed in writing between the Parties and the Losma technicians instructed to perform the Technical Assistance Services.

4.2 The costs of travel from Losma's headquarters to the job site and vice versa and the costs of local transport from the accommodation to the job site and vice versa shall be charged to the Customer with application of Italian Automobile Club (ACI)/International Air Transport Association (IATA)/Italian State Railways (FS) rates. The Customer shall also be charged for board and lodging expenses where these are not already expressly included in the daily rate pursuant to Article 4.1, above.

4.3 The Losma personnel shall be accommodated in hotels of at least 3-star category (European standard) or equivalent accommodation previously approved by Losma.

4.4 Unless otherwise agreed in writing in the Proposal, the Order and, therefore, the Order Confirmation, the Customer shall also be responsible for the provision and cost of consumables, including cleaning materials, as well as for the performance and cost of subsequent disposal of refuse resulting from performance of the Technical Assistance Services.

4.5 Unless otherwise agreed in writing in the Proposal, the Order and, therefore, the Order Confirmation, the Customer shall also be responsible for the cost of any materials and/or spare parts necessary for performance of the Technical Assistance Services. If the need for such materials and/or spare parts should only emerge during performance of the Technical Assistance Services, the Losma Personnel, as defined in Article 5.1, below, shall report it through an appropriate note on the Work Card pursuant to Article 7.1 of these GCA, indicating their type, quantity and costs, which shall be included in the final invoice, in addition to the agreed fee and additional costs pursuant to Article 4; Article 7 of these GCA shall apply.

5. Obligations of Losma. Losma Personnel

5.1 Losma shall provide the Technical Assistance Services with due diligence through a technician or technicians instructed by Losma (hereinafter: "**Losma Personnel**"), who may be of non-Italian nationality.

5.2 The Technical Assistance Services shall, insofar as is possible, be provided on the days agreed in the Proposal, the Order and, therefore, the Order Confirmation, it being agreed and understood that the timing estimated therein is, in any case, to be considered purely indicative and not binding for Losma.

5.3 The Losma Personnel shall provide the Technical Assistance Services in full autonomy, in accordance with the directions issued by Losma itself.

5.4 In the event of Losma products not installed and/or started up by Losma, a third party having been designated by the Customer for this purpose but in the absence of a

supervisor instructed by Losma, the latter naturally reserves the right to invoke exclusion of warranty for any defects, also in accordance with Article 8.8 (v) of the GCA. In this case, all requests by the Customer relating to performance of operations for resolution of malfunctions and/or defects due to incorrect assembly or incorrect installation of Losma Products or to any installation, replacement, repair, alteration or modification of such products performed by personnel not directly employed and/or authorised by Losma shall be governed by these GCA. Losma shall therefore be under no obligation to intervene and reserves the right to do so in accordance with Article 2.3 of these GCA and under the conditions, including those of an economic nature, set out in the said GCA.

6. Obligations of the Customer

6.1 The Customer shall guarantee the safety of sites to which the Losma Personnel shall have access as well as the legal compliance of any tools and equipment made available to the said Losma Personnel, enabling the latter to provide the Technical Assistance Services in complete safety and in accordance with current legislation on the matter. In the event of illness or of injury to the Losma Personnel, the Customer shall, in any case, provide, at its own expense and initiative, the necessary emergency medical and/or hospital care.

6.2 In order to permit correct and efficient provision of the Technical Assistance Services, the Customer shall, in addition:

- permit the Losma Personnel to access all areas of its facility necessary for performance of any prior inspections and, in any case, for performance of the Technical Assistance Services;
- provide the Losma Personnel with access to the Losma Product(s) to which the agreed Technical Assistance Services relate;
- endeavour to prevent or minimise any idle time by the Losma Personnel;
- provide lockable areas and/or office premises for secure storage of documents, tools, clothing and personal effects belonging to the Losma Personnel;
- supply electricity, water and all other company services necessary for provision of the Technical Assistance Services and ensure, under the terms agreed between the Parties and, in any case, at its own expense and initiative and under its exclusive responsibility, the availability of any specific tools and/or equipment - for instance, but not limited to, lifting, loading and unloading equipment, ladders and scaffolding - that may be necessary for provision of the Technical Assistance Services, as well as the availability of its own personnel in order to ensure correct and safe use of such tools and/or equipment.

7. Work Card. Verification and Acceptance

7.1 The Losma Personnel shall prepare an appropriate technical report on the work and, for this purpose, shall complete a weekly and/or daily card of the work carried out (hereinafter: the "**Card**"), which the Customer shall be required to sign in order to confirm the working time and any extension of the same indicated thereon, as well as any other notes made thereon, such as - for instance, but not limited to - those pursuant to Article 4.5 of these GCA.

7.2 Any disputes by the Customer regarding the attendance indicated on the Card and/or regarding the work carried out and/or the notes made on the said Card may be included in the space especially provided thereon.

7.3 In the absence of written disputes pursuant to Article 7.2, above, the work carried out by the Losma Personnel shall be considered accepted and the sums invoiced by Losma shall be considered approved and must be paid in full.

8. Terms of Payment

8.1 Losma shall invoice for Technical Assistance Services periodically and, specifically, on a daily or weekly basis depending on the expected duration of their performance. The balance shall be invoiced on their completion.

8.2 All invoiced sums due to Losma shall be paid within 7 (seven) days of presentation of the invoice, unless otherwise specified in the Proposal, the Order and, therefore, the Order Confirmation.

8.3 In the event of delayed payment of individual invoices, Losma shall be entitled, pursuant to Article 1460 of the Italian Civil Code, to immediately suspend performance of Technical Assistance Services pending receipt of payment in full.

9. Confidentiality Obligations

9.1 Without prejudice to the provisions of Article 9.2, below, each Party hereby undertakes to treat as secret and confidential and, consequently, not to divulge or communicate to third parties, either directly or indirectly, wholly or in part, in any form and for any reason, commercial, industrial, production and organisational material pertaining to the other Party (hereinafter: the "**Information**") of which it may become aware as a result of entering into and/or fulfilment of the Contract.

9.2 Information learned by Losma relating to the Customer may be shared, for the purposes of provision of the Technical Assistance Services, with its own employees and collaborators, who shall, however, be subject to the same confidentiality obligations set out in Article 9.1, above.

10. Consent to Personal Data Processing

10.1 The Parties hereby undertake to process personal data of which they may become aware during fulfilment of the Contract in accordance with the provisions of Regulation (EU) 2016/679 (known as the General Data Protection Regulation - GDPR).

10.2 In this regard, the Parties hereby declare that they have received the respective policy statements.

10.3 Upon termination of the effects of the Contract, for whatever reason, each Party shall retain control of the personal data for which it has obtained the relative consent to processing.

11. Applicable Law and Competent Courts

11.1 These GCA and the individual Contracts regulated thereby shall be governed by Italian law.

11.2 Any disputes arising between the Parties regarding interpretation, conclusion, performance, default, termination or, in any case, cancellation, for any reason, of these GCA and/or the Contract(s) regulated thereby shall be submitted exclusively to the competent Court of Bergamo.

12. Miscellaneous

12.1 In the event of discrepancy between the Italian and English versions of these GCA, the Proposal and/or the Order Confirmation, the former shall prevail, constituting the only authentic text for interpretative purposes.

12.2 These GCA, together with the Order and Order Confirmation, constitute the only agreement reached by the Parties regarding provision of the Technical Assistance Services and may neither be altered nor supplemented except by virtue of formal written consent by the Parties. The GCA, together with the Order and Order Confirmation, replace any other, previous agreement, either written or verbal, that may have been reached between the Parties on the same matter.

12.3 Any invalidity of one or more provisions of these GCA and/or the Order and/or the Order Confirmation shall not affect the validity of the Contract as a whole.

12.4 Delay or omission in exercising a right under these GCA and/or the Order and/or the Order Confirmation, or partial or individual exercise of such a right, shall not constitute waiver of the right in question or of any other right established in these GCA. Tolerance of a violation of an express or implied provision of these GCA and/or the Order and/or the Order Confirmation shall not be considered a waiver of any subsequent breaches.

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