

## GENERAL CONDITIONS OF SALE

### Article 1 - General terms and definitions

1.1. The sale contract is regulated by these general conditions. Variations to the conditions shall only be legally binding if accepted in writing by Tex Computer. The term "controller" refers to any Tex integrated system, whilst the term "goods" covers, not only controllers, but any other tangible asset.

### Article 2 - Data and technical documentation

2.1. Data contained in leaflets, catalogues, ads or price lists are considered as merely informative and not binding, unless an express warranty regarding their validity has been given. Tex Computer reserves all the rights relating to projects and technical documentation. The CLIENT undertakes not to make such documents available to third parties, either wholly or partially, without express authorisation from Tex Computer and not to use them for purposes other than those specifically agreed.

### Article 3 - Prices and payment terms

3.1. All prices are stated net, ex works Tex Computer, VAT excluded. All additional costs (relating to transportation, insurance, packaging, revenue stamps, etc.), even if paid in advance by Tex Computer, are borne by the CLIENT.

3.2. The CLIENT may not enforce any breach on the part of Tex Computer if it is not up-to-date with payments.

3.3. Failure to pay by the due dates will result in the application of default interest at the rate envisaged in Legislative Decree 231/02 and the immediate suspension, without prior notice, of the after-sales and spare part assistance service until all payments have been settled in full.

3.4. Failure to pay even a single instalment that exceeds one eighth of the overall fixed price or failure to pay two instalments, whether or not consecutive, shall entitle Tex Computer to terminate the contract pursuant to art. 1456 of the Italian Civil Code, and to retain the amount of the instalments already paid as a penalty, without prejudice, in any case, to compensation for further damage incurred.

### Article 4 - Retention of title

4.1. Tex Computer shall retain ownership of the controller supplied until such time that the price fixed in the contract has been settled in full. The CLIENT undertakes to maintain the controller in perfect state of repair and not to transfer it elsewhere without first notifying Tex Computer by registered letter, indicating the precise location of the new premises and giving general details of the owner of the property where the controller is to be taken.

4.2. The CLIENT may not assign, let or grant the right to use, pledge or in any way dispose of the controllers before Tex Computer has been paid the price in full; the company must be notified promptly of any enforcement procedures relating to the systems in question initiated by third parties.

4.3. The CLIENT shall bear the costs of registering and recording this contract and any other document deemed necessary in order to enforce the retention of title against any subject.

4.4. The CLIENT henceforth expressly and irrevocably authorises the company Tex Computer S.r.l., whenever the conditions referred to in art. 3.4 of these conditions of sale arise, to collect its controllers directly in accordance with the time schedule and adopting the procedures that Tex Computer S.r.l. applies independently, relieving the company from any obligation to legally enforce retention of title in its favour, as referred to in art. 4 of these conditions of sale. The CLIENT formally and expressly waives the right to make any claim and/or raise any objection regarding the authorisations given to the company Tex Computer in the future.

### Article 5 - Delivery

5.1. The goods are delivered ex works Tex Computer, even when transportation is handled by the said Tex Computer.

5.2. The risk of loss or damage to the goods passes to the CLIENT as soon as they are delivered, as well as the obligation to bear the related costs.

5.3. The delivery dates stated are intended merely as an indication for the benefit of Tex Computer.

5.4. In the event that the CLIENT, or any subject designated by it, fails to provide Tex Computer with all the information necessary to make any modifications to the controller agreed by the parties, the delivery dates shall be extended for a period of time as may be reasonably necessary to deal with the operations in question.

5.5. In the event that delivery is delayed at the CLIENT's request or for other reasons not attributable to Tex Computer, the currency risks, risk of obsolescence or of any other event arising shall pass to the CLIENT on the delivery date originally agreed. From that moment, the goods shall be stored at the CLIENT's expense and risk.

5.6. In the event that the contract is terminated on the ground that the CLIENT fails to accept the goods to be delivered, Tex Computer shall be entitled to retain definitively the down payment already paid as a penalty, without prejudice, in any case, to compensation for further damage incurred.

### Article 6 - Inspection

6.1. The inspection shall be carried out, when envisaged, at the premises of Tex Computer, to check that the controller conforms to standards, adopting internal inspection procedures.

The inspection is passed:

a) if the CLIENT attends the inspection and no non-conformities relating to the controller are specifically indicated in writing in the inspection report, either during or immediately after the inspection is completed;

b) if the CLIENT does not attend and no non-conformities are recorded in the inspection report drawn up by Tex Computer.

6.2. If the inspection is not passed, Tex Computer shall remedy the non-conformities recorded in the inspection report. In this case, the delivery dates shall be extended for a period of time as may be reasonably necessary to make the relevant modifications and, if requested by Tex Computer or the CLIENT, to carry out a new inspection in order to check that the specific non-conformity detected during the first inspection has been eliminated. In the event that a minor non-conformity is found, the CLIENT may not refuse to accept the system or sign the inspection report. Tex Computer undertakes to eliminate the non-conformity in question immediately.

6.3. The Software Application Development services offered by Tex Computer do not cover the inspection of the device owned by the CLIENT. The CLIENT shall therefore deal with this inspection procedure and accept full liability in connection therewith.

### Article 7 - Installation and start-up

7.1. If Tex Computer is responsible for the installation and start-up of the Controller, the CLIENT shall ensure, at its expense, that the electric and pneumatic systems conform to the technical standards applying to the device.

7.2. If the CLIENT does not agree to the start-up of the device, or it is not possible, in any event, to proceed with installation and start-up operations on grounds that are not attributable to Tex Computer, the operations shall be suspended and Tex Computer shall charge a penalty of 250 Euro for each day for which start-up is suspended, up to a maximum of 30 days. If, once this period has elapsed, the CLIENT has failed to notify Tex Computer in writing that the impediment has been removed, Tex Computer shall be entitled to terminate the contract pursuant to art. 1456 of the Italian Civil Code and to retain any amounts already received, without prejudice, in any case, to compensation for further damage incurred.

### Article 8 - Warranty

8.1. Tex computer undertakes to supply controllers that conform to the agreed standards. In the event that the CLIENT requests the supply of a controller with variations of any type with respect to the controller described in the catalogue (or, in any event, the supply of a custom designed controller), it shall notify Tex Computer in writing, providing the drawings, technical documents, data and any other instructions, it being understood that Tex Computer shall not be obliged to deliver a controller with those variations unless they have been confirmed in writing.

8.2. The controllers are warranted free of non-conformities, material deficiencies or construction or assembly defects for a period of 12 months from the date of inspection and sale. The warranty does not cover expendable parts or those subject to wear and tear, which are replaced as part of general maintenance operations, or parts damaged during transportation. The warranty covers exclusively the repair and/or the replacement of defective parts. The CLIENT shall, if requested, return the defective parts ex works Tex Computer. The warranty does not cover any travel expenses incurred by after-sales technicians or the cost of packaging and shipping spare parts sent under warranty. The warranty shall not apply if there is a causal link between the defect and improper use or maintenance, failure to comply with operating regulations, over-use, repairs carried out by staff who have not been authorised by Tex Computer, use of non-original spare parts or modifications to the controllers that have not been directly authorised by Tex Computer and, in any event, if the defect is linked to facts or events extraneous to the production process. Repaired or replaced parts are covered by the warranty applying to the controllers for the remaining period.

8.3. This warranty incorporates and replaces any other warranty or liability envisaged by the law and, apart from cases of gross negligence or wilful intent, no further demand for compensation of damage, a reduction in the price or the termination of the contract may be made under this warranty, such as, for example, loss of production, orders, etc.

### Article 9 - (Miscellaneous provisions)

9.1. If one or more clauses in this contract are rendered null and void, this shall not have an effect on the overall validity of the contract itself.

### Article 10 - Jurisdiction

10.1. The CLIENT and Tex Computer expressly agree that any dispute relating to this contract shall be referred to the sole and exclusive jurisdiction of the Court of Rimini.

The CLIENT \_\_\_\_\_ DATE \_\_\_\_\_

Within the meaning and for the purposes envisaged in arts. 1341 and 1342 of the Italian Civil Code, the CLIENT expressly states that it has read the foregoing conditions and specifically approves articles 3.2. (limited admissibility of claims for breach/non-performance); 3.3. (suspension of after-sales assistance); 3.4. (default); 4. (retention of title); 5.4. (failure to provide information); 5.5 (availability for delivery); 5.6. (penalty); 6.1. (inspection); 8.1. (warranty) 8.2. (warranty terms); 8.3. (limited liability); 10.1. (jurisdiction).

The CLIENT \_\_\_\_\_ DATE \_\_\_\_\_