

GENERAL TERMS AND CONDITIONS

1. Definitions.

1.1 Capitalized terms used in these General Terms and Conditions (the “Terms and Conditions”) shall have the meanings set forth in these Terms and Conditions. In addition, for purposes of these Terms and Conditions, the following terms, when used in these Terms and Conditions, shall have the following meanings: “Buyer” means any entity who issued a Purchase Order (Buyer is also hereinafter referred to as a “Party”); “Parties” means collectively Buyer and Seller; “Services” means the services identified in the applicable Accepted Purchase Order; “Purchase Order” means Buyer’s purchase order issued to Seller pursuant to article 2 of these Terms and Conditions; “Seller” means GDM S.p.A., Via Battindarno no. 91, 40133 Bologna (Italy), Cod Fiscale/P.IVA/ Registro Imprese N. 03630060378 and any of its direct and indirect subsidiary companies and affiliates (Seller is also hereinafter referred to as a “Party”).

2. Scope.

2.1 These Terms and Conditions are the only terms which govern the sale of Services by Seller to Buyer based on Purchase Orders.

2.2 The Purchase Order formally represented by the acceptance of the Services by the Buyer before the execution of the Services themselves by access to a dedicated section of the website www.gdm-spa.it (the “Service Portal”) or by phone contact and constitutes an offer by the Buyer to purchase Services in accordance with these Terms and Conditions.

2.3 The Purchase Order shall only be deemed to be accepted when Seller confirms in writing to the agreed e-mail address, the starting of Services execution (the “Accepted Purchase Order”).

2.4 These Terms and Conditions prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its Purchase Order or such terms.

2.5 Fulfillment of Buyer’s Purchase Order by Seller does not constitute acceptance by Seller of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms and Conditions.

2.6 If a written contract signed by both Parties is in existence covering the sale of the Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions.

2.7 The Accepted Purchase Order and these Terms and Conditions (collectively, the “Agreement”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, both written and oral.

3. Services execution

3.1 Subject to Buyer’s compliance of Section 4 and Section 5, Seller shall execute the Services under the terms

set out in the offer and in the Accepted Purchase Order. If modifications to the Services to be rendered are agreed after the Purchase Order has been accepted, the Services execution date shall be extended accordingly.

4. Price and payment.

4.1 Buyer shall purchase the Services from Seller at the prices (“Prices”) set forth in the Accepted Purchase Order.

4.3 All Prices are exclusive of all sales and/or use taxes, and any other similar taxes, duties and charges of any kind.

4.4 If modifications to the Services to be rendered are agreed after the Purchase Order has been accepted, Seller may adjust the Prices accordingly.

4.5 Buyer shall pay to Seller all invoiced amounts within 30 days from the date of such invoice.

4.6 Buyer shall make all payments by wire transfer, in strict accordance with the instructions contained in the Accepted Purchase Order. Any payment shall be deemed to have been made only when Seller can dispose of the payments without reservation.

4.7 Late payments shall be subject to interests in accordance with applicable laws and regulations.

4.8 In addition to all other remedies available under the Agreement or at law, if Buyer fails to pay any amounts when due under the Agreement, Seller may terminate the Agreement pursuant to the terms of Section 8.1(a).

4.9 Buyer shall pay all amounts due in full, without any set-off, counterclaim, deduction or withholding.

5. Other Buyer’s obligations.

5.1 With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform the Accepted Purchase Order; (iii) provide promptly such Buyer’s information (including but not limited to test materials free of charge and all technical specifications of the Products) as Seller may reasonably request to perform the Accepted Purchase Order in a timely manner and ensure that such Buyer’s materials or information are complete and accurate in all respects; (iv) Buyer shall, at its own expense, maintain and carry in full force and effect a proper commercial general liability (including product liability) with financially sound and reputable insurers, and upon Seller’s request, shall provide Seller with a certificate of insurance evidencing such insurance coverage; and (v) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services.

5.2 In addition to all other remedies available under the Agreement or at law, if Buyer fails to comply with any obligations under the Agreement, Seller may terminate the Agreement pursuant to the terms of Section 8.1(b).

6. Termination.

6.1 Seller may terminate the Agreement effective immediately, by providing written notice to Buyer: a) if Buyer fails to pay any amount when due under the Agreement (“Payment Failure”); b) if Buyer is in breach of any provision of the Agreement (other than committing a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding 30 days) after Buyer’s receipt of written notice of such breach; c) if Buyer becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; d) if a change in control of Buyer occurs.

6.2 Seller shall not be liable to Buyer for any damage of any kind (whether direct or indirect) incurred by Buyer by reason of the expiration or earlier termination of the Agreement.

6.3 Termination of the Agreement will not constitute a waiver of Seller’s rights, remedies or defenses under the Agreement, at law, or otherwise.

7. Limitation of Liability.

7.1 In no event shall each Party be liable for consequential, direct or indirect damages, lost profits or revenues, arising out of or relating to any breach of the Agreement.

7.2 The limitation of liability set forth in this Section 7 shall not apply to (i) liability resulting from the Parties’ gross negligence or willful misconduct, and (ii) death or bodily injury resulting from the Parties’ acts or omissions.

8. Intellectual Property Rights.

8.1 Buyer acknowledges and agrees that: a) Seller (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Products and any of their component parts; b) any and all Seller’s Intellectual Property Rights are the sole and exclusive property of Seller or its licensors; c) Buyer shall not acquire any ownership interest in any of Seller’s Intellectual Property Rights under the Agreement; d) Buyer shall use Seller’s Intellectual Property Rights only in accordance with the Agreement and any instructions of Seller.

8.2 For the purpose of these Terms and Conditions “Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names; (d) designs; (e) software and firmware; (f) trade secrets, business and technical information and know-how; and (g) all rights, interests and protections that are equivalent or similar to any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

9. Confidentiality.

9.1 Each Party (as the “Disclosing Party”) may disclose to the other Party (as the “Receiving Party”) information about its business affairs, products and services, forecasts,

confidential information and materials comprising or relating to Intellectual Property Rights, and other sensitive or proprietary information. Such information, as well as the terms of the Agreement, whether oral or written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”, is collectively referred to as “Confidential Information” hereunder. Notwithstanding the foregoing, Confidential Information does not include information that: a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9 by the Receiving Party; b) is required to be disclosed pursuant to applicable Law.

9.2 The Receiving Party shall, for 5 years from disclosure of such Confidential Information: a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information; b) not use the Disclosing Party’s Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Agreement; c) not disclose any such Confidential Information to any third party.

10. Force Majeure.

10.1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations to make payments to the other Party), when and to the extent such failure or delay is caused by or results from the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other events beyond the control of the Party impacted by the Force Majeure Event (the “Impacted Party”).

10.2 The Impacted Party shall give notice promptly to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

10.3 In the event that the Impacted Party’s failure or delay remains uncured for a period of 5 days following written notice given by it under this Section, the other Party may thereafter terminate the Agreement upon 2 days’ written notice.

11. Buyer’s acts or omissions.

11.1 If Seller’s performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its

obligations under the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

12. Miscellaneous.

12.1 Seller and Buyer are independent contracting parties. Nothing in the Agreement creates any agency, joint venture, partnership or other form of joint enterprise relationship between the Parties. Neither Party has any right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

12.2 If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of the Agreement.

12.3 No amendment of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

12.4 No waiver by each Party of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by such Party.

12.5 Buyer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller.

13. Governing Law.

13.1 The Agreement and all matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the Laws of Switzerland. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

14. Arbitration.

14.1 Each Party irrevocably and unconditionally agrees that any dispute or claim arising out of or in connection with the Agreement, or its subject matter or formation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with said rules. The place of arbitration shall be Zurich, Switzerland. The language of arbitration shall be English.