

General Terms and Conditions
Effecto Group S.p.A. / Italy Version:
June 2021

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Effecto Group S.p.A. and Effecto GmbH are companies within the Effecto Group

1. Application Area, Validity of These Conditions, Written Form

1.1. These General Terms and Conditions of Effecto Group S.p.A. (also referred to hereinafter as “we” or “us”) shall apply only with respect to a natural person or legal entity or partnership authorized by law which, at the time the agreement is concluded with us, is exercising its commercial or independent professional activity (entrepreneur) as well as a legal entity under public law or a special-purpose entity under public law (also referred to hereinafter as “the Buyer”).

1.2. All deliveries, services, and products from Effecto Group S.p.A. are provided solely based on these General Terms and Conditions. We hereby expressly reject any references or counter-confirmations from the Buyer asserting its own terms and conditions of business or purchase. We do not acknowledge any such terms and conditions of business or purchase deviating from our General Terms and Conditions, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall apply even if we knowingly and without reservation fulfill conditions of the Buyer which deviate from our General Terms and Conditions.

1.3. These General Terms and Conditions shall also apply for all future transactions with the Buyer even without subsequent express agreement.

1.4. All agreements made between us and the Buyer for the purpose of fulfilling the respective contract shall be set forth in writing upon conclusion of the contract.

2. Quotation and Conclusion of Contract

2.1. Unless otherwise agreed, a contract with us shall take effect upon receipt of our order confirmation by the Buyer, which occurs in writing. At the latest, however, the contract shall take effect with our provision of the item to be supplied.

2.2. Our quotations are always subject to change and non-binding. Offers of a contract and orders of the Buyer shall be binding for us only if we confirm them in writing or they are fulfilled by the provision of the item to be supplied. If an order must be qualified as an offer of the Buyer to enter in a contract, the Buyer shall be bound by the order for a period of two weeks. This period shall commence with the moment of receipt of the order by us. In this case, we shall be entitled to accept an offer of this kind within this period by sending an order confirmation in the above-mentioned sense or by providing the item to be supplied.

3. Scope of the Provision; Properties of Delivery Items; Documentation Requirement; Design Changes

3.1. The scope of our provision shall be as specified by us in our confirmation of the order or, if we do not confirm the order, as specified in our quotation.

3.2. The characteristics of the items we deliver that are listed in the catalogs, brochures, price lists or are otherwise accessible do not entail any specification of their properties unless the specifications are expressly agreed upon between us and the Buyer.

3.3. We are only obligated to maintain exact adherence to any national and/or voluntary standards, drawings, weight and dimensional information, and plans if this is expressly agreed in writing.

3.4 All documentation corresponds to the specifications of the respective applicable European statutory Machinery Directives insofar as these are applicable. All products are supplied with original operating instructions in Italian and English. All other languages of the European Community are available for a fee. Source documents shall not be handed over for independent translations.

3.5. Specifications regarding the properties or service life of our items do not constitute a guarantee, and in particular are not a guarantee of quality or guarantee of durability, unless Effecto Group S.p.A. expressly assumes such a guarantee in writing.

3.6. The Buyer shall bear sole responsibility for the correctness of the documents and data, figures, drawings, templates, documentation and other information which are to be provided by the Buyer for the fulfillment of the contract. All information about measures and similar data must be confirmed by us in writing.

3.7. We reserve the right to make changes to the item to be supplied in design or form that are related to improvement in technology or required by law during the delivery period, so long as this does not substantially alter the item to be supplied and the changes are reasonable for the Buyer. However, we are not required to also make such changes to previously supplied items.

3.8. Samples will only be provided for a fee.

4. Confidentiality, Infringement of Third-party Copyrights and Industrial Property Rights, Export Control

4.1. We retain all property rights and copyrights for all content provided to the Buyer, including documents, data carriers, figures, drawings, patterns, costings, cost estimates, documentation and other documents produced by us as well as similar information in a tangible or intangible form (even in electronic form). They must not be used for purposes other than those stipulated in the contract and must not be made accessible to third parties without our prior permission being granted in writing. This applies in particular to all documents, data, figures, drawings and other information that we have designated as confidential. Such information may only be used for the purposes specified by us. At our request, the information, including any and all copies thereof, shall be returned to us without undue delay (unless a statutory duty exists to retain such information); the complete return shall be confirmed to us in writing. The preceding provisions shall not apply to information that is publicly available or has lawfully come into the Buyer's possession.

4.2. The Buyer shall be solely responsible for checking whether the documents, data, figures, drawings, templates, documentation and other information that the Buyer has provided to us infringe upon the rights of any third party, in particular copyrights and industrial property rights (design rights, patents, utility models, trademarks). If a third party holds us liable for copyright and/or industrial property right infringements or for a violation of any law against unfair competition due to our use, exploitation or reproduction of the documents and samples, the Buyer must assist us in our defense in connection with such infringements and compensate us for any and all damage and losses (including lawyers' fees and the cost of judicial proceedings) that we suffer as a result of this fact.

4.3. The supply of goods and the provision of services by us shall be subject to there being no obstacles to performance resulting from national or international export control provisions (in particular, embargos or other sanctions). The Buyer undertakes to provide us with all information and documentation needed to export the goods or move them to another place. If export inspections or approval procedures cause delays, the deadlines and delivery periods shall be suspended. If required approvals are not granted or the supply of goods or the provision of services is not capable of being approved, the contract shall be deemed not concluded with respect to the parts concerned. We shall have the right to terminate the contract without notice if such termination is necessary in order for us to comply with national and international law. In the event of a termination pursuant to this clause 4.3, the Buyer shall have no right to claim damages or assert other rights due to the termination. If passing the items that have been supplied by us on to third parties, whether in the same or in another country, the Buyer must comply with the respective applicable provisions of national and international export law.

5. Prices; Price Changes and Adjustments

5.1. If no other agreement has been made, our prices apply "ex works" and include no costs for transport, packaging, postage, insurance, statutory taxes, customs duties, product certification for the sales territory or other fees. We shall invoice the Buyer for the additional costs for packaging and transport as well as for postage and - to the extent agreed

upon - for insurance at the cost price. This also applies to any agreed-upon partial deliveries and express deliveries. If any installation or assembly work is required, this shall also be invoiced separately. The statutory value-added tax incurred at the amount legally applicable on the day of delivery/invoicing shall be added to this.

The Buyer shall bear the costs for any duties and customs clearance charges incurred for shipments abroad.

5.2. The prices specified in our catalogs and other sales documents apply to the time of the respective publication of the sales documents. The condition is similar for prices on our websites. In the case of these, the prices refer to the time at which we posted them on the Internet. Unless expressly included in the content of the contract, they shall be non-binding. For this reason, we reserve the right to make price changes between publication of sales documents or information on the Internet and the conclusion of the contract.

5.3. The prices specified in our quotation or at the conclusion of the contract are based on our costing at the time of submitting the quotation or concluding the contract. We reserve the right -even after concluding the contract- to change prices if more than four months lie between the conclusion of the contract and an agreed-upon delivery date. If a substantial change to our costing arises in such a period due to increased costs, for example, due to increased costs for materials or energy, value-added tax or wages of our employees and the resulting price increase of at least 10% for items to be supplied, we retain the right to increase our prices within the scope of the altered circumstances and without adding any additional profit.

5.4. The minimum order value is 100.00 (one hundred/00) Euro.

6. Notice of the Value-added Tax ID Number by the Buyer for Shipments into EU Countries outside of Italy

In the case of shipments to other countries of the European Union, the Buyer shall be obligated to share with us its value-added tax identification number when placing an order. If the Buyer still has not provided us with a valid value-added tax identification number by the time of invoicing, the statutory value-added tax shall be invoiced.

7. Terms of Payment; Default, Inability to Pay, Indications of Financial Collapse of the Buyer

7.1. Unless otherwise agreed, our invoices shall be due within 14 days from the invoice date and payable in full within this period. For orders over 50.000 Euro or for non-standard items that need to be designed by us we may require a down payment at order confirmation.

Payment is to be made to the Bank showed by us in the invoice of the supplied item. The Buyer is responsible for ensuring delivery of payment.

7.2. Deduction of a cash discount is permitted only with a special agreement with us in writing.

7.3. Payment shall not be regarded as having been made until the funds are available for our use. We shall accept checks only with an express agreement and always only on account of performance. In the case of checks, payment shall not be regarded as having been made until the check is redeemed. We shall not accept bills of exchange.

7.4. Prerequisites and legal consequences of the Buyer defaulting in payment shall be governed by the applicable legal regulations. Once the Buyer has defaulted, we are particularly entitled to demand that, in accordance with the European Directive 2011/7/EU, the Buyer pays interest of 8% on the unpaid balance above the respective reference interest rate of European Central Bank's and the reasonable cost of collections, including attorney's fees. However, we expressly reserve the right to claim a higher amount for damages caused by default.

7.5. We reserve the right to deliver to new buyers only after prepayment or for cash on delivery.

7.6. If the Buyer has defaulted on payment - also with respect to prior deliveries - or we become aware of circumstances that give us reason to doubt the Buyer's ability to pay or creditworthiness and through which our payment claims for the compensation we are due appear to be at risk, particularly if the Buyer ceases making payments or opens or applies for insolvency proceedings over its assets or a comparable proceeding for settlement of debts, we shall be entitled to demand immediate payment of all outstanding claims from all business relationships with the Buyer, even if we have accepted checks. In these cases, we shall also be entitled to demand prepayment or security deposits.

7.7. For outstanding claims against the Buyer from prior business relationships, we shall be entitled -despite different payment provisions of the Buyer- to credit payments first to the respectively oldest debt that is due. If costs and

interest have already been incurred, we shall be entitled -despite different payment provisions of the Buyer- to credit the Buyer's payments first to the costs, then to the interest and finally to the main outstanding claim. In the above-mentioned cases we shall notify the Buyer about the kind of crediting done.

8. Offset; Rights of Retention; Assignments of claims

8.1. The Buyer shall have offset rights only if its counterclaims are established in a legally binding manner, undisputed or recognized by us. Rights of retention shall be excluded to the extent that they are not based on the same contractual relationship. Furthermore, the Buyer shall be entitled to exercise a right of retention only with respect to counterclaims that are established in a legally binding manner, uncontested or recognized by us, and which are based on the same contractual relationship.

8.2. Assignment of claims against our company shall be ruled out.

9. Delivery Time; Obligation of the Buyer to Compensate for Damages from Delivery Delays for which the Buyer is Responsible; Partial Deliveries

9.1. The delivery time shall be determined by the agreements made between us and the Buyer. Our adherence to it presupposes timely and unambiguous clarification of all commercial and technical questions with the Buyer; it also presupposes that the Buyer has met all obligations incumbent upon it in a timely and proper manner. This includes, for example, producing the information and documents to be procured by the Buyer, namely, any required regulatory certificates or approvals, as well as rendering any agreed-upon prepayment or down payment. Otherwise, the delivery time will be appropriately extended, unless we are responsible for the delivery delay.

9.2. In the event of later modifications to the contract by the parties that can influence the delivery date, the delivery time will be appropriately extended, if special agreements are not made.

9.3. The delivery time shall be deemed to have been met if, by the time it expires, the item to be supplied has left our plant or warehouse, or the Buyer has been notified of our readiness to ship the item. In the case that an acceptance must take place -except in the case of an authorized refusal of acceptance- the acceptance date is authoritative; alternatively, notification of willingness to perform the acceptance is authoritative. If delivery is made early, this early time shall be authoritative rather than the originally agreed-upon time.

9.4. If shipping of the item is delayed for a reason for which the Buyer is responsible, we are entitled to set an appropriate deadline for the Buyer and to withdraw from the contract after the period expires unsuccessfully and to demand compensation for damages due to non-fulfillment. In this case, we are entitled -notwithstanding the option of claiming higher damages- to demand 5% of the agreed-upon contract price for the costs that have arisen through processing the order and for lost profits. The Buyer reserves the right to prove that we have incurred no damages or less damages.

9.5. We are entitled to partial deliveries so long as the remaining delivery portions is delivered within an agreed-upon delivery time and this is not unreasonable to the Buyer.

10. Force Majeure; Delivery by Our Own Suppliers

10.1 We shall not be responsible for delays in delivery and service -even in the case of binding deadlines that have been agreed upon- due to force majeure as well as extraordinary events we could neither foresee nor prevent despite our reasonable care in accordance with the circumstances of the event, and events which temporarily make it considerably difficult or even impossible for us to provide the delivery or service. Here we list the following as examples of these kinds of events: significant interruptions of operations, measures taken as part of labor disputes, in particular strikes and lockouts, energy supply difficulties, shortage of raw materials or delay in the delivery of essential raw and building materials, intervention by authorities, in particular government or supranational export control provisions, delivery embargoes or other sanctions, mobilization, war, rebellion, etc. The above shall also apply if the above-mentioned events occur for our suppliers or their sub-suppliers. Hindrances such as the above-mentioned ones shall entitle us to postpone the delivery or service for the duration of the hindrance plus an appropriate lead time. If the hindrance lasts longer than three months, we shall be entitled to withdraw from the contract entirely or in part due to the part that has not been fulfilled. We may appeal to the above-mentioned circumstances and legal consequences only if we notify the Buyer of them immediately after we ourselves learn of them.

10.2 If the hindrance in the cases specified under section 10.1 lasts longer than three months, the Buyer is likewise entitled -after an appropriate deadline extension- to withdraw from the contract with respect to the part of the contract not yet fulfilled.

10.3 If, in the cases specified under section 10.1, the delivery time is extended or we are released -in whole or in part- from our contractual obligation to provide service in accordance with sections 10.1 and 10.2, the Buyer is not allowed to make any claims against us for damages.

11. Shipping; Shipping and Transport Costs; Transfer of Risk; Insurance

11.1 Our items are always shipped and transported uninsured and at the expense of the Buyer. If the Buyer does not desire any special shipping method, we will choose the one that appears to us to be least expensive.

11.2 The Buyer shall bear the risk of accidental loss or accidental deterioration of the items to be supplied as soon as we have handed them over to the person carrying out the transport, but no later than when the items leave our factory or warehouse for the purpose of being shipped. This shall apply regardless of whether the shipment is made from the place of performance and of who bears the shipping/transport costs unless otherwise agreed in writing. The above shall also apply in the case that shipment takes place using our company-owned vehicles or our own personnel. The above shall also apply in the case of partial deliveries and if we have also taken over other services, e.g. the shipping/transport costs or the delivery and installation of the items. If an acceptance must take place, this is authoritative for the transfer of risk. It must be carried out by us immediately on the acceptance date or, alternatively, after the report of the willingness to perform the acceptance. The Buyer may not refuse acceptance due to the presence of a non-significant defect. All material agreements concerning the payment of transport costs shall be deemed to be mere expense clauses that do not affect the passing of risk.

11.3 If the item to be supplied is ready for shipping or acceptance and notification of willingness to ship and/or perform the acceptance is given to the Buyer and if shipment or acceptance is delayed for reasons for which we are not responsible, the risk of accidental loss or accidental deterioration of the items is transferred to the Buyer upon being notified of the willingness to ship and/or to perform the acceptance.

11.4 At the wish of the Buyer, at the Buyer's own cost, we can insure the shipment against transport, fire and water damage as well as breakage, theft, pilferage and other insurable risks.

12. Warranty

12.1 We shall be liable for defects of our supplied items (material and legal defects) without the possibility of further claims - but subject to the regulations under section 13 - as follows:

12.2 Buyer rights arising from defects require that the Buyer properly comply with its obligation to examine and provide notification of defects owed. Thus, our supplied items must be inspected for damage by the Buyer immediately upon receipt and, if reasonable, also by using or processing the samples. The Buyer must inform us immediately in writing about any visible defects, at the latest, two weeks after receiving the supplied items. Defects that cannot be discovered immediately, even after careful inspection, must be disclosed to us in writing immediately after their discovery. Our deliveries shall be considered approved if notice of defects is not be given in a timely manner.

12.3 If a defect of our supplied item is present, we shall have the choice to rectify by either eliminating the defect or delivering a new item free of defects. If the claim proves to be justified, for the purpose of rectification, we shall bear all required expenses, in particular shipping, transport, transit, labor and material costs, so long as they do not increase due to the supplied items having been brought to a location other than the delivery address. The Buyer shall bear any additional costs or expenses resulting from bringing the supplied item to a location other than the delivery address. Replaced parts are property of Effecto Group S.p.A. and must be returned to us, or scrapped upon our written request.

12.4 The Buyer shall give us the necessary time and opportunity to carry out all measures we deem necessary for rectification as defined by section 12.3; otherwise, we shall be released from liability for the consequences resulting therefrom. Only in urgent cases that endanger operational safety and for the purpose of defending against disproportionately large damages, the Buyer shall have the right to remove defects independently or have them removed by a third party and to demand from us reimbursement of the necessarily resulting expenses. In the last cases mentioned, the Buyer must notify us immediately.

12.5 If we allow an appropriate deadline for rectification agreed between the Parties to pass without action, the Buyer shall have a right to, at its option, withdraw from the contract or demand a reduction (decrease) of the contractually agreed price. Furthermore, the Buyer shall be entitled to withdraw from the contract or demand a decrease of the contractual price if rectification proposed by us fails, or it is delayed for an unreasonable length of time for a reason for which we are responsible. The same shall apply if we finally refuse rectification or are incapable of rectification, as well as if special circumstances exist that justify immediate withdrawal considering the interests of both parties. However, in case of only minor infringement of the contract, particularly for only minor defects, the Buyer shall have only the right of a decrease of the contractually agreed price.

12.6 Further extensive claims of the Buyer shall be based exclusively on section 13 of these Terms and Conditions.

12.7 For remedial work and replacement shipments as defined by section 12.3, we shall be liable to the same extent as for the original supplied item.

12.8 We shall not be liable

- for damages caused by improper or unsuitable use of the supplied items, particularly due to overuse or excessive strain, incorrect or negligent handling, improper maintenance, incorrect installation or commissioning of the objects of delivery by the Buyer or third parties, use of unsuitable operating materials, use of consumables that do not conform to the original specifications, faulty construction work, an unsuitable foundation, the effects of chemical, electrochemical or electrical factors - unless the circumstances of the above-mentioned nature are our responsibility;
- if statutory directives or directives issued by us with regard to installation, operation, maintenance and cleaning are not complied with by the Buyer or third parties, such as the Buyer's own end customers, unless the respective defect in question is not the result of such failure to comply;
- for the consequences of improper remedial work by the Buyer or a third party commissioned by the Buyer or if the Buyer or a third party commissioned by the Buyer has made changes to the supplied items or replaced parts without our consent - unless the respective defect in question is not the result thereof;
- if the supplied item has been produced or modified based on specifications provided by the Buyer, particularly based on drawings it has provided and the defect in the supplied item is attributable to these specifications/drawings;
- if the supplied item has been produced or modified for the solution to a design task given to us by the Buyer and the solution corresponds to the state of the art of science and technology at the time of its implementation;
- for natural wear and tear of the supplied items;
- for whether the supplied items comply with standards or regulations of other countries, unless we provided specific assurance of such.

12.9 If the Buyer has made a claim against us in relation to alleged defect rights and it transpires that either there is no defect or the claimed defect is due to circumstances for which we are not liable, particularly if one of the cases listed above under section 12.8 applies, the Buyer shall be obligated to reimburse us for all costs incurred in conjunction with examining the defect claim and/or rectification, unless we invoke this without justification and the Buyer is not responsible for this.

13. Other Liability of Effecto Group S.p.A.; Exclusions/Disclaimers of Liability

Effecto Group S.p.A. shall be liable for damages -regardless of legal basis- only in accordance with the following standards:

13.1 We shall be liable in accordance with statutory regulations to the extent that the Buyer asserts claim for damages based on intentional action or gross negligence. If we are not being accused of intentional breach of contract, however, our liability for damages shall be limited to those damages typically expected as part of the contract.

13.2 In the event of a breach of major contractual obligations (i.e., obligations which must be fulfilled in the first place for the contract to be fulfilled properly and which the contractual partner regularly expects and may expect to be fulfilled), we shall be liable. In case of a breach of these obligations or default or if fulfillment is impossible, however, our liability for damages shall be limited to those damages typically expected as part of the contract.

13.3 The above-mentioned limitations and exclusions of liability shall not apply to claims arising from tortious injury to life, body or health or in case of damages due to malicious actions on our part, in the case of our mandatory legal

liability in accordance with product liability law and for damages that fall within the protection area of a warranty we have issued.

13.4 Any negligence on the part of our legal representatives or agents legally representing us is to be attributed to us.

13.5 Unless other provisions are made in the preceding sections, any claims for compensation for damages is excluded, regardless of the legal nature of the asserted claim.

13.6 In the case that Effecto Group S.p.A. is excluded from liability, the same exclusion shall apply to the personal liability of its staff, employees, colleagues, legal representatives, and agents.

13.7 The statutory provisions for burden of proof are not affected by the above provisions.

14. Statute of Limitations

14.1 Unless other provisions are made below, the statute of limitations period for claims of the Buyer arising from material and legal defects shall be one (1) year. The statute of limitations period begins with delivery of the delivery items. This period also applies to contractual and non-contractual claims for compensation for damages that are based on a defect.

14.2 The statutory time limits apply

- to defects of supplied items which are used for an assembly according to their usual type of use and have caused its defectiveness;
- for claims arising from actions impermissible for the human safety based on a defect of the supplied items;
- to the extent that we are liable for damages arising from injuries to life, body or health;
- to the extent that we are liable for damages due to intentional actions or gross negligence;
- to the extent that our liability is based on the fact that we have assumed a warranty for the quality of the delivery items or the procurement risk;
- or we are liable due to malicious action;
- for our legal liability in accordance with the European **Council Directive 85/374/EEC of 25 July 1985 and Italian law on Product Liability.**

14.3 Any statement made by Effecto Group S.p.A. concerning a defect claim asserted by the Buyer shall not be construed as entering into negotiations about the claim or the circumstances on which the claim is based in the case that we refute the entire scope of the defect claim.

15. Retention of Title

15.1 The objects we deliver (hereinafter referred to as “goods subject to retention of title”) shall remain property of Effecto Group S.p.A. until such time as all our claims arising from the business relationship with the Buyer have been paid in full.

15.2 The inclusion of individual claims in an open account and the establishment and recognition of balances shall not affect this reservation of title.

15.3 Payment shall be deemed to have been made only when we receive the equivalent value.

15.4 The Buyer is obligated to handle the goods subject to retention of title with care for as long as title is retained. In the case that maintenance and inspection work is required, the Buyer must carry these out in a timely manner and at its own expense.

15.5 The Buyer is obligated to adequately insure, at its expense, the goods subject to retention of title against damage by fire, water, breakage and theft. The Buyer immediately assigns its claims to compensation for damages to which it is entitled from the insurance company based on a corresponding insurance policy to Effecto Group S.p.A.. If the assignment is not permissible, the Buyer shall hereby instruct the insurance company to make any and all payments to Effecto Group S.p.A. only. This is without prejudice to any other claims of Effecto Group S.p.A.. Upon our request, the Buyer must provide us with proof of having taken out the insurance policies mentioned above. We shall be entitled to ourselves insure, at the Buyer's expense, the goods subject to retention of title against damage by fire,

water, breakage and theft (including break-in and armed robbery) in the case that the Buyer does not provide proof of a corresponding insurance policy upon being prompted to do so.

15.6 The Buyer shall be entitled to sell the goods subject to retention of title as part of the normal course of business. However, pledging the goods as collateral, assigning or ceding them as security shall not be permitted without our consent.

15.7 The Buyer is obligated to secure the rights of Effecto Group S.p.A. when reselling the goods subject to retention of title on credit.

15.8 The Buyer shall now and hereby cede to us all claims resulting from the resale of the goods subject to retention of title to its own end buyers or third parties in the sum of the final invoice amount (including sales tax), regardless of whether the supplied items or goods subject to retention of title are sold with or without further processing. In the event that the Buyer and its end buyers have a current account relationship, the advance assignment of accounts receivable shall also refer to the acknowledged balance and, in the event of the bankruptcy of the end buyer, to the "causal" balance which then exists. Effecto Group S.p.A. hereby accepts this cession. If the assignment is not permissible, the Buyer shall hereby instruct its own end buyers to make any and all payments to Effecto Group S.p.A. only. The Buyer is granted a revocable power of attorney to collect the receivables assigned to Effecto Group S.p.A. in its own name as a fiduciary acting on our behalf. The collected amounts shall be remitted to us immediately. Our authority to demand payment for the receivables ourselves shall remain unaffected by this; however, we pledge to the Buyer not to demand payment for the receivables as long as the Buyer duly fulfills its payment obligations, does not default in payments, does not open or apply for insolvency proceedings over its assets or a comparable proceeding for settlement of debts and we do not become aware of circumstances that give us reason to doubt the Buyer's ability to pay or creditworthiness and through which our payment claims for the compensation we are entitled appear to be at risk.

15.9 The Buyer shall undertake any modification or processing of the goods subject to retention of title on our behalf without any obligation arising on our part from this. If the goods subject to retention of title are processed, mixed or combined with goods that do not belong to us, we shall be granted co-ownership in the newly created products in the ratio of the invoiced value of the processed goods (final invoice value including sales tax) proportional to the invoice value of the processed, mixed or combined goods at the time of the processing, mixture or combination. If the end buyer acquires sole ownership of the new product, the parties to the contract agree hereby that the end buyer grants us co-ownership of the new product in a proportion of the value of our processed, combined, or intermixed goods subject to retention of title (final net invoiced amount including value-added tax) to the other processed, combined or intermixed objects and shall store the product for us without charge.

15.10 If the goods subject to retention of title are resold along with other items, regardless of whether they are resold without or after processing, mixture or combination, then the assignment in advance agreed upon above is valid only for the amount of the invoice value of our goods subject to retention of title (final net invoiced amount including value-added tax) which are resold together with the other items.

15.11 To secure our receivables as expressed above, the Buyer shall also assign to us receivables which accrue to the Buyer from a third party due to the combination of the goods subject to retention of title with a property.

15.12 In the case of a blanket assignment by the Buyer, the claims assigned to us as defined by sections 15.8-15.11 are to be expressly removed.

15.13 If the Buyer violates the contract, particularly by delaying or ceasing payments, refusing to pay checks, applying for insolvency proceedings over its assets or for a comparable proceeding for settlement of debts, the authorization of the Buyer to have available the goods subject to retention of title and to collect assigned claims shall lapse. The same shall apply if we become aware of other circumstances that give us reason to doubt the Buyer's ability to pay and through which our payment claims for the compensation we are entitled appear to be at risk.

15.14 In the cases specified under section 15.13, after having given a reminder and simultaneously set an appropriate extended deadline for payment of the contract price, we shall be authorized to repossess the goods subject to retention of title after the extended deadline has passed without action. However, if the Buyer has applied for insolvency proceedings over its assets, we are also authorized to withdraw from the contract immediately and to demand the immediate return of the goods subject to retention of title. In the event that we demand a return, the Buyer shall be obligated to give us the goods subject to retention of title without delay. Our acceptance of the returned goods subject to retention of title constitutes a withdrawal from the contract. After taking possession of the goods subject to retention of title, we shall be entitled to make use of them. The proceeds from such usage shall, minus reasonable usage costs, be credited to the Buyer's obligations.

15.15 In the cases specified under section 15.13, we have the right to demand that the Buyer notify us of the assigned claims and their debtors. Upon our request, the Buyer must provide us with the information required for collecting the assigned claims, submit the associated documents to us and inform the (third-party) debtors of the assignment. In this case, the Buyer is particularly obligated to provide us with the names and addresses of the (third-party) debtors as well as the amount of the claims along with the date of the invoicing. Furthermore, we shall also be entitled to notify the (third-party) debtors of the assignment to ourselves.

15.16 Upon request of the Buyer, we shall undertake to release the securities to which we are entitled in accordance with the above-mentioned provisions, to the extent that the realizable value of the securities exceeds our receivables to be secured from the business relationship with the Buyer by 10% or more, provided that these have not yet been paid. We reserve the right to choose which securities to release.

15.17 For supplies to locations governed by different legislation, where this provision concerning retention of title does not provide the same security as in Italy, the Buyer shall hereby grant us a corresponding security interest. In the case that further measures are required for this, the Buyer shall undertake all necessary measures to grant Effecto Group S.p.A. such a security interest without delay. The Buyer will participate in all measures that are required and conducive to the effectiveness and enforceability of such security interests.

16. Software Use

In as far as software is included in the scope of delivery, the Buyer is granted a non-exclusive right to use this software including its documentation. The software is transferred exclusively for use on the supplied item intended for this. This right is non-transferable. The Buyer is not permitted to grant use rights to third parties. Any use of the software on more than one system is prohibited. The Buyer may reproduce, revise, translate or convert the object code into the source code only to the extent legally authorized. The Buyer undertakes not to remove existing manufacturer information, particularly copyright or registration marks, such as registration numbers in the software, or to modify it without our express, prior approval. The other rights to the software and the documentation, including copies, remain vested in Effecto Group S.p.A. as seller or in the software provider.

17. Data Protection; Declarations of Consent of the Buyer

17.1 Note in accordance with European GDPR (General Data Protection Regulation):

The data required for order fulfillment, in particular the name and address or business location of the Buyer, will be stored by us electronically and likewise be used and processed by our company for handling the orders, particularly for communicating with the Buyer or processing corresponding inquiries of the Buyer, as well as further advertising purposes (mailings, sending brochures, etc.). Furthermore, the contract data will be used to initiate a credit check, if necessary, from a business credit reporting agency. We shall store and process the Buyer's data under strict observation of the European GDPR.

17.2 Declarations of Consent of the Buyer:

The Buyer declares its consent to the storage of its data specified under section 17.1 by making an inquiry to us, but no later than when a contract is established. Furthermore, the Buyer declares its agreement that, if it violates the contract, we are allowed to forward this data to companies and persons whom we entrust with enforcing our own claims and rights. Furthermore, the Buyer declares its agreement that, if a mailed item was unable to be delivered to the previously known address, the postal service company we use may provide us with the Buyer's applicable address.

18. Applicable Law; Language of the Contract; Place of Jurisdiction; Place of Fulfillment

18.1 These General Terms and Conditions as well as all the legal relationships between the Buyer and Effecto Group S.p.A. resulting from the contract are subject exclusively to the laws of Italy, with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

18.2 The language of the contract is English.

18.3 The place of fulfillment of all mutual obligations arising from the contractual relationship shall be the official location of the headquarters of Effecto Group S.p.A. in San Maurizio d'Opaglio, Italy.

18.4 The place of jurisdiction for both contract parties for all legal disputes arising from the contractual relationship and concerning its origin and efficacy shall be the competent court for the headquarters of Effecto Group S.p.A.. However, we reserve the right also to choose to file an action at the registered office of the Buyer or at any other permitted competent court.

19. Partial Nullity

If a provision in these General Terms and Conditions or a provision in other agreements between us and the Buyer shall at any time be deemed either entirely or partially invalid or unfeasible, or if these General Terms and Conditions should contain any gap, the validity of all other provisions and/or agreements shall not be affected. The effective or feasible provision most closely approaching the purpose of the ineffective or unfeasible provision shall apply in its place as agreed upon. In the case of a gap, the provision corresponding to what would have been agreed upon in accordance with the purpose of these General Terms and Conditions, insofar as the parties to the contract would have taken the matter in question into account from the outset, shall apply.