

GENERAL TERMS AND CONDITIONS OF SALE

The following General Terms and Conditions (the “Terms and Conditions”) govern the sales of Products, its related components (“Products”) and provisions of services (“Services”) between S.E.I.C.A. S.p.A. (“S.E.I.C.A.”) and its affiliates and any Buyer (“Customer”) and shall replace any prior arrangements between the Parties in this respect. Any modification from these Terms & Conditions shall be effective only if explicitly accepted by S.E.I.C.A. in written.

Any Terms and Conditions of the Customer will not apply, even partially, unless expressly accepted by S.E.I.C.A., S.p.A., located at Via Kennedy 24, 10019 Strambino (TO), Italy.

1. ORDERS.

1.1. The term Order means the individual order for the supply of goods and/or services governed by these Terms and Conditions, the term “Product/s” means the tangible and/or intangible assets (e.g. software) which are the subject of the Order and the term “Services” indicates the work and/or intellectual services provided by SEICA which are the subject of this Order.

1.2. These Terms and Conditions integrate the agreements of each order, provided that, in case of conflict between these Terms and Conditions and those, the latter shall prevail. The acceptance of an order by the Customer, however carried out, involves its adherence to these Terms and Conditions.

1.3. These Terms & Conditions, and all current and future supply contracts between S.E.I.C.A. and the Customer, are governed by the Italian law, excluding the United Nations Convention on the International Sale of Goods (Vienna Convention of 1980).

1.4. Reference to any commercial terms (e.g. CPT, DAP, FCA, EXW, DAT, etc.) specified in the quotation or in the order confirmation, in the Contract or in these Terms and Conditions, shall be understood as being made to the ICC Incoterms into force on the date of transmission of the order or order confirmation by S.E.I.C.A.

2. CHARACTERISTICS OF PRODUCTS AND SERVICES.

2.1. Any information or data on the characteristics and/or technical specifications of the Products and/or Services and their use, as any other data indicated in the offers, catalogues, brochures, prospectuses, circulars, fact sheets, advertisements, whether printed or on-line, illustrations, photographs, price lists, or in any other S.E.I.C.A.’s information document, are of a purely indicative nature and will be binding only to the extent that such data have been expressly mentioned in the offer sent to the Customer and confirmed in any order confirmation by S.E.I.C.A.

2.2. S.E.I.C.A. reserves the right to make at any time any changes of any type (e.g. technical and/or aesthetical, etc.), to the Products and/or Services that, without altering the essential characteristics and overall quality, it deems appropriate to carry out.

2.3. Any changes that the Customer decides to make to the specifications provided to S.E.I.C.A. for the execution of the contract, and also any request for technical and/or preparation of the supply ordered, may imply, on S.E.I.C.A.’s opinion, the extension of the delivery period, as well as a review and an increase of the prices.

2.4. In case of customized Products and/or Services, the Customer is required to provide in written the detailed data necessary for the execution of the Contract, and to sign for approval any documents, drawings or projects sent by S.E.I.C.A. related to the offered solution.

2.5. Unless otherwise agreed in written, any difference of the Products related to the specifications indicated in the offer by S.E.I.C.A. or in the order confirmation by S.E.I.C.A. that remains within the usual tolerances in the sector and/or usually accepted in business relations between the parties, will neither be subjected to complaints nor will lead to a price reduction.

2.6. The characteristics of the Products and/or Services and the documentation provided will be exclusively those indicated in the offer and/or in the order confirmation by S.E.I.C.A.

2.7. The Customer acknowledges and accepts that any technical document, drawing or information provided by S.E.I.C.A., which allows the manufacturing of the Products or the execution of a Service, both before and after the conclusion of the Contract remains the sole and exclusive property of S.E.I.C.A. and cannot be, in any way, used, copied, reproduced, transmitted or communicated to third parties.

2.8. S.E.I.C.A. manufactures the Products in compliance with the applicable current European standards and affixes on the Products the EC marking label providing the relative declaration of conformity as a self-declaration, as required by the current legislation for the type of product produced and marketed.

In case of requests by the Customer for documentation and/or certifications other than those indicated by S.E.I.C.A. in the offer and/or in the order confirmation, S.E.I.C.A. reserves the right in any case to accept or reject the request, and to charge every cost to the Customer.

3. CONTRACT.

3.1. The offers made by S.E.I.C.A. are always purely informative and S.E.I.C.A. is therefore free, unless it has already received and confirmed the order of the Customer related to the offer made, to modify and/or revoke the offers at any time.

3.2. In absence of, and unless otherwise stated in written by S.E.I.C.A., offers issued shall be valid for thirty (30) working days from the date of issue. After this period, the offer shall be deemed to have expired.

3.3. Any changes to the terms of the Contract shall be agreed in written and countersigned by both parties. Any changes requested by the Customer after the order has been accepted by SEICA may entail additional costs that will be borne exclusively by the Customer.

3.4. S.E.I.C.A. shall communicate the new price to the Customer for its acceptance. Acceptance shall be made in written by the Customer.

4. CANCELLATION OF AN ORDER.

In case of cancellation of a confirmed Order, the Customer will be required to pay S.E.I.C.A. a penalty in Euro (€) as follows:

- 1) For Orders cancelled within ONE (1) month prior to delivery of the Products, 100% of the total price.
- 2) For Orders cancelled after 50% of the indicated *lead time* in the offer, 50% of the total price.
- 3) For Orders cancelled within TWO (2) weeks of the date of issue of the order, the Customer must pay 20% of total price.
- 4) In any other cases, the penalty will be discussed with the Customer depending on the progress of the work at the time of the request for cancellation.

5. DELIVERY AND SHIPMENT.

5.1 Delivery will be made by S.E.I.C.A. according to the terms indicated in the offer or in the order confirmation.

Unless otherwise agreed in writing between the parties, delivery shall be made Ex Works (EXW) S.E.I.C.A. in compliance with the applicable INCOTERMS latest version.

5.2 S.E.I.C.A. will not be held responsible for any delay delivering the Products due to Force Majeure (as defined in Article 19) or by acts or omissions of the Customer (e.g. incorrect, failure or delayed communication of information and data necessary for the execution of the order).

6. FAILURE TO COLLECT THE GOODS.

6.1. The Customer undertakes to promptly withdraw the Goods, meanwhile it is understood that, in case of breach of this obligation, the Customer shall pay S.E.I.C.A. the agreed price of the Products, net of the agreed transport costs.

6.2. If the delay, for reasons non attributable to S.E.I.C.A., exceeds fifteen (15) working days from the notice "goods ready and in stock" sent in written to the Customer, S.E.I.C.A. will be entitled to charge the Customer default interest starting from the date of receipt of the notice, due to the Euribor rate at that date, plus 3%. In case of delay exceeding sixty (60) calendar days from receipt of the notice, S.E.I.C.A. will have the power to unilaterally resolve the contract and to withhold, by way of compensation, any sums already paid by the Customer, except for any higher additional damages,

6.3. However, the right of S.E.I.C.A. to utilize any remedy provided by the Law related to the breach of the obligation of collecting the goods by the Customer remains unaffected.

7. PRICES.

7.1. The prices of the Products and/or Services shall be those indicated in S.E.I.C.A.'s current price list at the moment of the receipt of the Order issued by S.E.I.C.A. from the Customer. If the Products and/or Services are not included in S.E.I.C.A.'s price list, the applicable prices will be those indicated in the offer and/or in the order confirmation sent to the Customer by S.E.I.C.A.

7.2. The prices are only valid for the period of validity indicated in the reference price list or until the date indicated in the offer.

7.3. Unless otherwise agreed in written the prices are EXW (Ex Works), any services or additional costs not indicated are not included.

7.4. The prices are exclusive of VAT (if applicable), of any taxes or levies, duties and charges, customs duties or of any kind which may be chargeable to the Contract.

8. PAYMENT CONDITIONS.

8.1. Payment shall be made in Euro (or in any other currency agreed between the parties in written) at the bank details indicated by S.E.I.C.A. via bank transfer, bank receipt, checks or other agreed means of payment.

8.2. Customer shall respect the agreed payment terms with the utmost diligence. In case of late payment, S.E.I.C.A. is entitled to request from the Customer the legal interest calculated according to the Italian Legislative Decree dated 9 October 2022, n.231 as amended by the Italian Legislative Decree dated 9 November 2012, n. 192 (Directive 2000/35/EC and 2011/7/EU) as well as the expenses for the recovery of the credit according to the provisions of the aforementioned Legislative Decree. In case S.E.I.C.A. has granted a discount and the Customer does not respect the agreed payment terms, the latter must pay the full price without discounts and the aforementioned legal interest, except for compensation for any further damages. In case of late payment of more than ninety (90) working days, SEICA has the right to terminate the Contract, as well as the right to demand the return of the Products supplied, at the expense of the Customer, without prejudice to compensation for further damages.

8.3. The Customer is not entitled to make any deduction from the agreed price, except by prior written agreement with S.E.I.C.A.

8.4 Any dispute regarding the execution of this Contract and/or the quality and quantity of the goods supplied will not entitle the Customer to suspend or delay payments due to deadlines.

9. WARRANTY.

9.1. S.E.I.C.A. acknowledges to the Customer a warranty for flaws and hidden defects at Hardware and Software Products origin supplied for a period of twelve (12) months, and a warranty of ninety (90) days for flaws in the Services provided.

9.2 Warranty period shall start as follows:

(a) warranty will begin at the end of the installation process and/or within a maximum of thirty (30) working days and provides as an essential requirement the signature of the PIR (Product Installation Report) signed by the Customer and the S.E.I.C.A. representatives.

(b) in case the Customer has not requested the installation by S.E.I.C.A., the warranty shall begin immediately after the arrival of the product at the Customer's site. For the determination of the warranty period, the date of signature/stamp on the delivery note at destination will be considered as the actual delivery date.

Products warranty duration may not, in any case, be extended beyond twelve (12) months from the date of shipment, and in the case of the Services not beyond one hundred and twenty (120) days from delivery.

9.3. S.E.I.C.A., at its own choice and expense, will carry out the repair or replacement of defective parts or components. Return of the defective parts and of the parts delivered in substitution will be carried out at the expense of S.E.I.C.A. In case of return of defective parts, S.E.I.C.A. will provide the indications to be followed and the Customer must keep scrupulously to such indications. In case the Customer does not follow the instructions provided by S.E.I.C.A., the cost of the return will be exclusively borne by him.

9.4. The warranty does not extend to parts subject to normal wear and tear, nor to damages caused by incorrect or poor maintenance, by incorrect handling of the Customer's staff, by the use of inadequate raw materials, by defective or neglected treatment, by excessive use of the devices, damage or deterioration caused or aggravated by failure to interrupt the use of the goods in the event of technical problems, power surges or working temperature, or repair services, calibration or certification performed by a third party not authorized or deemed not qualified by S.E.I.C.A., or by any other cause not directly attributable to S.E.I.C.A.

9.5. The warranty shall not be effective if equipment, software or spare parts not supplied by S.E.I.C.A. are installed on the Products and modifications are made without the prior written consent of S.E.I.C.A.

9.6. S.E.I.C.A. does not assume any responsibility, given the mandatory limits of law, for the damage caused by any defects in the Products and are excluded from the warranty any further damages, including those resulting from the failure or reduced production, as well as indirect and consequential damages, or resulting from the termination of the contract as set out in clause 15.

9.7. The warranty is subject, under penalty of forfeiture, to the denunciation of the defect, communicated in written by the Customer to S.E.I.C.A., within eight (8) calendar days from the time the Customer made the discovery, as well as to the express request for intervention in warranty.

9.8 In the event of a defect in the Products and/or Services, S.E.I.C.A. shall be bound only to the elimination of the defect and/or non-conformity, within the limits set in the warranty provided for in this Article. It is understood that this warranty (consisting in the obligation to eliminate the defect and/or the non-conformity) is absorbing and replacing the warranties or liabilities provided by law.

9.9. In cases where, in the absence of original defects covered by this warranty, assembly and/or repair operations are still necessary, it is agreed that:

- (a) The Customer shall provide directly with his own staff, at his own expense and without the intervention of S.E.I.C.A. to the carrying out of repairs and/ or assembly that, in the opinion of S.E.I.C.A., present a low technical complexity;

- (b) S.E.I.C.A. will intervene directly for the services of repair and/or assembly having a significant technical complexity, by sending to the Customer a specialized technician who, together with the Customer's technicians, will carry out the assembly/repair activity.
- (c) The Customer undertakes to facilitate the access of S.E.I.C.A. technicians to its plant where the Products are installed so that they can carry out the assembly/repair activity.

THE WARRANTIES REFERRED TO ABOVE ARE EXCLUSIVE AND S.E.I.C.A. DOES NOT PROVIDE ANY ADDITIONAL WARRANTY, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLICIT.

10. CLAIMS.

10.1. The Products and/or Services are those indicated in the order. Once the delivery of the Products and/or Services has been carried out and they comply with the requirements specified, no dispute can be raised by the Customer regarding to models, technical and aesthetic characteristics.

10.2. Any claims related to apparent defects in the Products (e.g. packaging condition, etc.) and/or discrepancies of the Services shall be notified to S.E.I.C.A. by written communication to the e-mail address service@seica.com with written confirmation of receipt of such communication by S.E.I.C.A., within a maximum of five (5) working days from the date of receipt of the Products and/or execution of the Service.

10.3. Any claims related to defects and/or non-conformities that cannot be identified by diligent monitoring (hidden defects and/or non-conformities), upon receipt of the Products and/or execution of the Services must be notified to S.E.I.C.A. by the expiry date of the guarantee as defined in paragraph 9.2, unless otherwise agreed in written.

10.4. Any claim shall state precisely the Products and/or Services in question, the defect and/or non-conformity found and the order number to which the Products and/or Services refer. In addition, at the request of S.E.I.C.A., the Customer must send further information such as photographs, diagnostic reports, relating to the Product or Service not compliant.

10.5. The Customer agrees that any complaints or disputes do not grant a right to return the Products to S.E.I.C.A. without prior written approval, or to suspend or delay payments of the Products and/or Services subject to dispute or other supplies, or to demand repayment of any instalments paid.

10.6 S.E.I.C.A. undertakes to seek to remedy the defects of the Products and/or Services attributable to it, provided that the defects have been notified in accordance with the rules laid down in these General Conditions of Sale. In the warranty period S.E.I.C.A. will provide free of charge to remedy the defect and/or non-conformity provided that they have been notified in accordance with the rules laid down in these General Conditions of Sale.

10.7 In case that S.E.I.C.A. chooses the replacement remedy, the parts or defective products to be returned must be properly packaged by the Customer. During the warranty period, the transport costs of such components or Products will be borne by S.E.I.C.A., in the off-warranty period they will be borne by the Customer. Any damage caused to components/ Products not properly packaged will be charged to the customer.

It is therefore agreed that, except in the case of intent or gross negligence, any other liability of S.E.I.C.A., both contractual and non-contractual, in any case originating from the Products supplied and/or from their resale and/or from the Services (e.g. compensation for damage, loss of earnings, etc.). Specifically:

- a) S.E.I.C.A. will not be liable for direct, consequential and/or indirect losses;
- b) S.E.I.C.A. declines all liability to third parties who use the Products as a result of an action of the Customer, including resale, the latter shall hold S.E.I.C.A. harmless for any liability beyond the limits set out in the guarantee provided for in this Article.

10.8. Any interventions performed by S.E.I.C.A. during the warranty period in compliance with these General Conditions are carried out within the time limits compatible with the organizational needs of S.E.I.C.A. and any terms agreed between the parties are purely indicative and are not binding on S.E.I.C.A. In order for S.E.I.C.A. to be able to intervene quickly, it is necessary that the report of any defects and/or defects of the Products or Services is made through the e-mail address service@seica.com together with all the information necessary for the detection of defects and/or defects.

Repairs carried out under warranty by S.E.I.C.A. do not give rise to prolongations or renewals of the warranty period provided for in these General Conditions of Sale.

11 LIMITED WARRANTY.

11.1. Warranty referred to in Article 9 shall expire if the Product has been subjected to repairs, alterations, modifications or tampering, including the installation of any software not provided by S.E.I.C.A., by the Customer or by third parties not authorized by S.E.I.C.A., and/or in the event that the operating and maintenance instructions for the Products and Services had not being followed in a proper way.

In that case, any costs of repair, replacement and transport to restore the proper functioning of the Product will be borne by the Customer.

11.2. S.E.I.C.A. guarantees the correct manufacturing of its Products according to Italian law and applicable European regulations. S.E.I.C.A. guarantees the conformity of the Products to particular specifications, technical characteristics and certifications or their suitability for special use only to the extent that this has been agreed in written between the parties.

12. PRODUCTS AND/OR SERVICES ACCEPTANCE AND EXCLUSIONS.

12.1. The standard installation and acceptance procedure for the products requires that the performance test of the Products will be carried out through the execution of the self test programs provided by S.E.I.C.A. and the compilation of the Product Installation Report (PIR), which is the report of installation and testing of the systems. The PIR will be signed by S.E.I.C.A.'s installer of S.E.I.C.A. and the Customer's representative, for irrevocable acceptance of the Product.

The standard procedure of installation and acceptance of the Services provides the compilation, by SEICA's technician, of the Technical Service Report (TSR), which constitutes the report of installation and testing. The TSR shall be signed by S.E.I.C.A.'s technician and by the Customer representative, for irrevocable acceptance of the Service provided.

In case that there are open issues at the end of the installation or if the Customer expresses reservations, the points and reservations must be indicated in written on the PIR or in the TSR, and beside the signatures will be affixed the words "with reservations". S.E.I.C.A. undertakes to resolve the points indicated, but reserves the right to delete from the PIR or from the TSR any points raised by the Customer that have an importance such as not to affect the proper functioning of the Products or Services and their regular use. In that case, the Customer may not refuse to sign, without reservation, the PIR or TSR.

12.2. Any special procedures requested by the Customer must be indicated in the offer and/or in the order confirmation issued by S.E.I.C.A., and the related expenses will be exclusively charged to the Customer unless specifically agreed in written.

12.3. The below indicated items and related costs are excluded from the supply of S.E.I.C.A. Products:

- a) Foundation if necessary, and any masonry and/or civil works in the Buyer's building;
- b) Raw materials required for testing and testing of Products and/or Services;
- c) Specialized staff and not for the assistance of our own. Technicians during the execution of the work, including interpreters, if necessary;

- d) Means of lifting and transporting to transfer the Products from the warehouse to the place of installation;
- e) All the tools necessary to open the packaging and place the products in the room provided;
- f) Positioning of the Products in the intended place, as well as the connections of the users
- g) All pipelines/piping and systems for power supply, compressed air, etc.
- h) Consumption (electricity, compressed air, etc.) required for the operation of the Products;
- i) Spare parts, unless otherwise agreed;
- j) Any other supplies and/or services not specified above.

13. SOFTWARE LICENSE.

13.1. The Customer acknowledges that the VIVA proprietary software installed on the Products remains the property of S.E.I.C.A., and for it, like any third party software installed at the origin, a non-exclusive and non-transferable usage license is granted. The terms and conditions of use are governed by the End User Software License Agreement, available at the following web address: <https://www.seica.com/policy/>

13.2. Title and all material and intellectual rights of the Software and all copies of the Software remain the property of S.E.I.C.A. and of the manufacturers of any other software installed at the origin.

13.3. The Customer has no right to copy (except for storage as backup), disassemble, reverse engineer, modify, create derivative works based on the software, transfer or disseminate the said software to third parties or install them on machines other than the one on which the software was installed by S.E.I.C.A. The use of the software by the Customer must always be consistent with the maintenance of the rights of S.E.I.C.A. here stated.

13.4. In the event of a breach of the terms of use, both the warranty of the Products and the license of use of the software will be automatically revoked by S.E.I.C.A.

With regard to third party software installed at the origin, the conditions of the respective manufacturer apply, which in case of violation may make claims against the Customer in addition to those of S.E.I.C.A.

13.5. The Customer is aware that the use of certain software programs (e.g. corporate antivirus) may interfere with the proper functioning of software installed by S.E.I.C.A. in the Products and the installation of such software, without the written authorization of S.E.I.C.A. determines the forfeiture of the guarantee of the Products.

13.6. In the event that the Customer transfers the hardware on which the software is licensed to a third party, or otherwise disposes of the hardware, the Customer undertakes to remove the software from such hardware first and return the software and all copies thereof to S.E.I.C.A.

14. INTELLECTUAL PROPERTY.

S.E.I.C.A. shall not be liable for any type of infringement and/or violation of any kind of intellectual property rights of third parties committed by the Customer in the use of the Products.

15. SUSPENSION OR TERMINATION OF THE CONTRACT.

S.E.I.C.A. shall have the right to suspend and/or terminate the Contract, giving a simple written communication, and with immediate effect, if the Customer does not comply regularly and in full with its obligations to pay the agreed price (including payment of the advance or security deposit or presentation of appropriate payment warranties).

S.E.I.C.A. may also terminate this Agreement with immediate effect, by a simple written communication, if the Customer is subjected to an insolvency procedure, or if a substantial change of its capital position in such a way as to place in obvious risk and danger the achievement of the compensation (e.g. subject to foreclosure for significant amounts, insolvency, raising of protests against him, etc.).

16. COMPLIANCE WITH LAWS.

S.E.I.C.A. guarantees that the Products are equipped with the CE mark as well as safety protections in compliance with current European regulations on accident prevention.

In case of force majeure or unforeseeable circumstances, the company will not be liable for the delay or non-delivery and reserves the right to terminate the contract in whole or in part, suspend or postpone its execution.

17. LIMITATION OF LIABILITY.

- a) Under no circumstances shall S.E.I.C.A. be liable for any direct or indirect damage resulting from the loss of data, loss of profit or goodwill, irrespective of the reason which caused them or generated them, even if it was warned that they might occur.
- b) TO THE EXTENT THAT THE LIMITATION OF LIABILITY IS PERMITTED BY LAW, THE LIABILITY OF S.E.I.C.A. TOWARDS THE CUSTOMER IS LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID.
- c) S.E.I.C.A.'s responsibility is limited to what is contained in this Article.
- d) S.E.I.C.A.'s responsibility is limited to the services performed by its own personnel or by third parties authorized by S.E.I.C.A., who provide for the assistance and periodic calibration of the Products.

18. OWNERSHIP RESERVE

18.1. Unless otherwise agreed between the Parties, S.E.I.C.A. retains the ownership of the Products until full payment of the products.

18.2 In case that payment must be made - in whole or in part - in instalments after delivery, the Products delivered to the Customer will remain the property of S.E.I.C.A. until the full payment of the price, pursuant to Art. 1523 et seq. of Italian Civil Code.

Non-payment within the agreed terms of even one instalment exceeding the eighth part of the price, or the non-payment of two instalments, even non-consecutive, involves the right of S.E.I.C.A. to terminate the Contract with effect from the moment of written communication to the Customer, as well as the right of S.E.I.C.A. itself to declare the Customer forfeited from the benefit of the term and to demand the immediate payment of the entire remaining credit.

In case of termination due to the Customer, S.E.I.C.A. will have the right to obtain the immediate return of the delivered Products and to retain, as compensation for the use by the Customer of the Products, the installments already collected and the deposit already received, without prejudice to compensation for further damage.

Customer also undertakes not to transfer the Products, even temporarily, to third parties, and not to grant them for use or rental to third parties, as well as not to remove/transfer the same, without the prior written consent of S.E.I.C.A. It is without prejudice to the right of S.E.I.C.A.

19. TECHNICAL IMPROVEMENTS.

S.E.I.C.A. reserves the right to make any technical and/or aesthetic changes that are necessary to facilitate the best and safest operation of the Products or Services ordered by the Customer.

20. FORCE MAJEURE.

Force majeure means any unforeseeable action and/or event, independent of the direct will of the contractual parties, outside their control and which cannot be remedied promptly (e.g.: wars, pandemics and/or medical emergencies, acts of terrorism, civil commotions and riots, transport and/or customs strikes, interruption of communication routes, embargoes, fires, sabotage, disasters or adverse natural events such as heavy snowfalls, landslides, floods, gas leaks, obstructive measures by governmental or fiscal or customs authorities, suspensions in the supply of raw materials, equipment, power or electricity or fuel, or work services).

20.1 In case a force majeure event occurs, the obligations of the parties which cannot be fulfilled by reason of such a case shall be automatically considered suspended, without penalty, for the duration of force majeure.

20.2. Any party that intends to avail itself of the provisions of Article 19.1 of these General Conditions shall notify the other party immediately in written of the circumstance of force majeure.

20.3. In case a party is unable to fulfil its obligations under the Agreement for a period of more than six (6) months due to the persistence of force majeure, the parties will meet in order to take the appropriate decisions regarding the Agreement.

In any case, the responsibility of S.E.I.C.A. for damages caused by missed or reduced production, as well as for indirect and consequential damages, is excluded.

20.4. The parties undertake to take the steps within their power to seek to ensure, within a short period of time, the normal fulfilment of their contractual obligations.

21. CONFIDENTIALITY OBLIGATION.

21.1. All drawings, technical documentation and technical descriptions, proposals and offers (collectively "technical-commercial documentation") that S.E.I.C.A. makes available to the Customer remain the property of S.E.I.C.A.

21.2. The Customer undertakes to keep confidential and not to disclose this commercial technical documentation to third parties.

21.3 This obligation shall remain with the Customer for a period of five (5) years from the date of delivery to the Customer of the last batch of Products sold. All industrial or intellectual property rights relating to the Products and Services sold will remain the exclusive property of S.E.I.C.A.

21.4. The Customer must use all the information provided by S.E.I.C.A. exclusively for the purpose of the Contract.

21.5. The Customer guarantees compliance with this Article 21 by its employees and collaborators to whom it should show the technical-commercial documentation.

22. DISPUTE RISOLUTION.

The parties agree that any dispute related to or arising from the Contracts governed by these General Terms and Conditions shall be governed by Italian Law. The competent court for any dispute shall be Ivrea (TO), Italy, and the language of the procedure will be Italian.

23. FINAL PROVISIONS.

23.1. Failure to exercise a remedy in case of a Customer's failure to comply with the General Terms and Conditions or with the Contract or a right of S.E.I.C.A. does not constitute a waiver to exercise such remedy or right in the future.

23.2. The Customer who exports, re-exports or imports Products, purchased in compliance with these General Terms and Conditions, undertakes the responsibility to comply with applicable laws and to obtain the necessary export or import authorizations. S.E.I.C.A. has the right to suspend services in case the Customer violates the laws related to export and/or import.

23.3. The Parties shall be responsible for compliance with the obligations imposed by the competent governmental authorities.

23.4. In case, where regulations allow it, the Customer authorizes S.E.I.C.A. to conclude subcontracting or subcontracting contracts for the performance of the service granted, without any further obligation of authorization or communication.

23.5. The Parties shall mutually assure compliance with applicable legislation on the processing of personal data (e.g. *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)*) and undertake in any case to treat the data involved with the utmost care in order to limit the risks of misuse. The personal data provided will be processed exclusively for the achievement of the contractual purposes.

23.6. Should any of the clauses above, in whole or in part, be declared legally invalid, the validity of the clauses of these Terms and Conditions shall remain unaffected.

23.7. The information given in the promotional material (e.g. catalogues, etc.) is merely indicative.

23.8. The Italian text of these General Terms and Conditions is the only one authentic as the original text.
