

## **GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale (the "Terms") describe the conditions under which Ideal S.r.l. ("Seller" or "Supplier"), a company incorporated under Italian law based in Via A. Redusio, 6/8/10 32038 Setteville Belluno, Italia, Cod. Fiscale e Nr. Iscrizione alle Registro delle Imprese presso la Camera di Commercio Industria Agricoltura e Artigianato di Treviso-Belluno 00843530254, Part. IVA 00843530254, sells the Goods, as defined below, to the company purchasing them ("Customer" or "Buyer").

### **1. DEFINITIONS**

1.1. For the purposes of the application and interpretation of these General Terms and Conditions of Sale, the terms shall have, regardless of whether they are used in the singular or plural, the meaning indicated below for each of them:

1.1.1. "Customer" or "Purchaser": any person and/or company that purchases the Products sold by Ideal.

1.1.2. "Contract": the contract between Ideal and the Customer for the purchase and sale of the Products in accordance with these Terms and Conditions, concluded after the Order Confirmation issued by Ideal.

1.1.3. "Order Confirmation": document through which Ideal accepts and confirms in writing the Purchase Order placed by the Customer.

1.1.4. "Working Day(s)": each calendar day, except Saturdays, Sundays and other days on which ordinary credit banks are not open for their normal business.

1.1.5. "Confidential Information": all documents and information, current, past or future, transmitted by Ideal, directly or indirectly, in writing or orally or following a demonstration or in any other form, regardless of whether they are qualified as "confidential" or "private", and/or information relating to the Contract.

1.1.6. "Regulations": any national regulations (laws, regulations, administrative measures, judicial measures, etc.) and/or EU regulations (regulations, directives, etc.) applicable on the date of delivery of the Products and known to Ideal through ordinary diligence.

1.1.7. "Purchase Order" or simply "Order": request for the supply of a certain quantity of Products sent by the Customer to Ideal.

1.1.8. "Party/Parties": Ideal and/or the Customer, whether considered separately or jointly.

1.1.9. "Products": the products (or part thereof) sold by Ideal to the Customer and identified in the Purchase Order.

1.1.10. "Technical Specifications": the documentation containing the technical description of the product.

### **2. GENERAL PROVISIONS.**

2.1. These Terms and Conditions apply, even if not expressly referred to, to all Contracts for the sale and supply of Products concluded between Ideal and the Customer, as an integral part thereof, and prevail over any other previous or subsequent agreement, written or oral, that may exist between the Parties, unless signed by Ideal.

- 2.2. By placing a Purchase Order or accepting the Order Confirmation from Ideal and, more generally, in any case in which the Customer enters a contract with the Seller, whether verbal or by conclusive facts and acts, the Customer fully and unreservedly accepts these Terms and Conditions.
- 2.3. Any exceptions to these Terms and Conditions or additional terms and conditions or statements and/or commitments made by agents, employees and officers of the Seller shall be valid and effective only if accepted in writing by Ideal and shall apply only to the Orders to which they refer.
- 2.4. Under no circumstances shall Ideal be bound by any general terms and conditions of the Customer, even if they are referred to and/or included in the Purchase Order or in any other documentation sent by the Customer to Ideal.

### **3. FORMATION OF THE CONTRACT**

- 3.1. The Purchase Order sent by the Customer shall be considered acceptable and binding on Ideal only after the transmission of the Order Confirmation, containing the terms and conditions of the Contract. The transmission of the Order Confirmation by Ideal may take place in the manner deemed most appropriate by the same (by way of example and not limited to, by simple or certified email or registered letter with return receipt) and will determine the moment of conclusion of the Contract.
- 3.2. Acceptance of the Purchase Order sent by the Customer is always subject to the discretion of Ideal, which reserves the right to accept or reject it or to accept it only partially, at its sole discretion.
- 3.3. The Purchase Order sent by the Customer is binding on the Customer vis-à-vis Ideal to purchase the selected Products in accordance with these Terms and Conditions.
- 3.4. The Customer is responsible for the terms of the Purchase Order and must ensure that all specifications relating to the Order are made in a clear and detailed manner. The Order must specify all necessary details and the code of the Products requested, and the relevant quantities and prices previously agreed between the parties. Purchase Orders that do not meet the above characteristics will not be accepted unless adjusted.
- 3.5. Any model, example, drawing, illustration or advertising element produced by Ideal and any description of the Products contained in the Seller's catalogues, brochures, circulars, advertisements, illustrations or other illustrative documents (including, but not limited to, weight, dimensions, prices, technical characteristics and other data) shall be considered approximate and non-binding. Such models, examples, drawings, illustrations or advertising elements do not form part of the Contract and have no value for the purposes of the contract. Ideal reserves the right to change the technical or construction data of its Products at any time, without prior notice, for the sole purpose of improving them or adapting them to regulations.
- 3.6. Any changes to the Order requested by the Customer must be sent in writing and will be subject to prior written acceptance by Ideal. In the absence of written acceptance by Ideal, the previously agreed contractual conditions shall remain unchanged.
- 3.7. The Order cannot be cancelled unless there is the express prior written consent of Ideal. In any case, in the event of cancellation of the Order, the Customer shall be required to reimburse Ideal for all costs and expenses incurred by the Seller up to the

time of cancellation and shall be liable for all direct or indirect consequences arising therefrom.

3.8. Ideal reserves the right to make the Order Confirmation conditional upon the Customer's request and obtaining accounting, financial and legal documents and, if necessary, guarantees.

3.9. Notwithstanding the provisions of Article 8 on payment methods, Ideal reserves the right to request full or partial payment for the Goods from the Customer at the time of the Order if, following checks carried out, the Customer's financial situation justifies it, or if there are elements that cast doubt on the Customer's solvency (by way of example and without limitation, unpaid bills and requests for postponements/deferrals of payment).

3.10. Ideal reserves the right to suspend and/or cancel, in whole or in part, the execution of a Purchase Order in the event of non-payment for previous supplies.

#### **4. DELIVERY TERMS**

4.1. Orders are delivered in accordance with the timescales indicated in the Order Confirmation. In any case, the delivery date indicated is to be considered indicative and does not constitute an essential term for the Seller, pursuant to Article 1457 of the Italian Civil Code.

4.2. In the event of a discrepancy between the delivery date requested by the Customer in the Purchase Order and that indicated in the Order Confirmation sent by Ideal, the latter shall prevail.

4.3. The deadline indicated for the delivery of the Products shall commence from the date of receipt by the Customer of the Order Confirmation or, in the case of products to be manufactured according to technical specifications agreed between the Parties, from receipt by Ideal of all the final technical specifications, drawings and technical data requested by the Seller and/or necessary to be provided by the Customer for the relative production and supply of the Products or, in the case of a request for advance payments by Ideal, from the moment of payment thereof. In the event of failure to fulfil even one of the obligations incumbents on the Purchaser, the delivery term shall be automatically extended until all the obligations have been duly fulfilled.

4.4. Ideal reserves the right to fulfil the Order through partial deliveries and to issue partial invoices according to the deliveries made.

4.5. The delivery of the Products is, in any case, subject to the timely execution of the payments due, both in the case of advance payments agreed upon in the Order Confirmation and in the case of payments for previous orders that are already past due.

4.6. Failure to comply with delivery terms shall not, in any case, entitle the Customer to claim compensation for damages under any circumstances and/or to cancel the Purchase Order and/or terminate the Contract.

#### **5. DELIVERY AND TRANSFER OF RISK**

5.1. Unless otherwise agreed between the Parties, the Products shall be delivered by Ideal to the place indicated in the Purchase Order.

5.2. The delivery obligation shall be deemed to have been fulfilled and the transfer of risk of damage and/or loss of the Products shall pass to the Customer (i) upon delivery

of the Products to the first carrier or forwarding agent appointed by the Customer or (ii) upon delivery to the place indicated in the Purchase Order if the carrier or forwarding agent is appointed by Ideal. The fact that Ideal is authorized to keep the documents representing the Products has no effect on the transfer of risk.

5.3. At the Customer's request, Ideal may insure the shipment against damage, charging the related cost to the Customer.

5.4. If delivery is delayed due to circumstances not attributable to Ideal, including force majeure, the risk shall pass to the Customer from the date of notification that the Products are available.

5.5. If, according to the agreements between the Parties, the Products are to be delivered to the Ideal factory, the risk shall pass to the Customer from the day of notification of the availability of the Products. Ideal shall load the Products onto the collection vehicle at its own risk and from that moment the risk shall be transferred to the Customer. Delivery may only be made during warehouse hours, with at least 48 hours' notice and only for Products already ordered and declared by Ideal as ready for delivery. If the Customer does not collect the Products within 5 (five) working days of the date on which they became aware of their availability, Ideal may charge the Customer for storage costs and any consequential expenses from the end of the 5 (five) working day period until the date of actual collection. In the event of storage at the Ideal facility, the Customer shall pay 2% of the price of the Products indicated on the invoice for each full week of delay.

5.6. Under no circumstances shall the Customer be exempt from the obligation to pay the agreed price when the damage and/or loss of the Products occurs after the transfer of risk.

5.7. All costs of transport, shipping, customs clearance and delivery of the Products are defined by the INCOTERMS agreed between the parties and included in the Order Confirmation. If the carrier/shipper is appointed by Ideal, the latter undertakes to use carriers identified exclusively from among companies that professionally carry out the transport of movable goods and that guarantee a transport service at the best value for money. In this case, the choice of means of transport is the sole responsibility of Ideal.

## **6. INCOTERMS**

6.1. Any reference to commercial terms and/or delivery terms (e.g. EXW – Ex Works or FCA – Free Carrier) shall be understood as referring to the Incoterms of the International Chamber of Commerce in force at the time of conclusion of the Contract.

## **7. TRANSFER OF OWNERSHIP**

7.1. Ownership of the Products shall remain with Ideal until the Customer has paid the invoice in full, including taxes.

7.2. In the event of non-payment or partial payment of the supplies by the Customer by the established date, Ideal may claim and regain possession of the Products delivered, upon simple written request.

7.3. The Customer shall take all necessary measures to protect and safeguard the aforementioned right and shall be liable for any consequences and/or damage that may arise to the Products themselves.

7.4. These provisions concerning the transfer of ownership do not imply any derogation from the provisions of Article 5 concerning liability and transfer of risk.

## **8. PRICES AND TERMS OF PAYMENT**

8.1. Unless otherwise agreed in writing between the Parties, the prices expressed in euros in the Order Confirmation shall apply to each purchase order.

8.2. Price lists, estimates, offers and prices are subject to change at any time, at the sole discretion of Ideal. In particular, Ideal reserves the right to change the price in the event of increases in the cost of materials and/or labour after the conclusion of the Contract.

8.3. Unless otherwise agreed in writing between the Parties, the prices of the Products are net of VAT, transport or shipping or delivery, customs clearance, import tariffs, customs duties, any taxes or duties, and fiscal charges of any kind that may be levied on the Contract, which shall remain the sole responsibility of the Customer.

8.4. Customs clearance, transport, shipping or delivery costs shall be charged to the Customer on the invoice. Any special packaging or shipping/transport requirements, to be requested by the Customer no later than the time of placing the Order, shall be quoted and charged by Ideal and shall be subject to express written agreement between Ideal and the Customer.

8.5. Ideal shall not be required to apply any discount in the event of advance payment for the products by the Customer.

8.6. Payment must be made, without any delay, within the deadline indicated by Ideal in the Order Confirmation and/or invoice, sent from time to time by Ideal to the Customer, by direct debit, bank transfer or bank receipt, to be agreed in writing between the parties.

8.7. Any dispute or complaint by the Purchaser regarding defects or flaws in the Products shall not, under any circumstances, entitle the Purchaser to suspend or delay payments.

8.8. In the event that Ideal has serious and well-founded reasons to believe that the Customer may have difficulty in making payments, Ideal may make the Order Confirmation, the execution of the Order or the continuation of its execution conditional upon (i) immediate payment of the full price of the Order to be made no later than five (5) days from receipt of the relevant request by the Customer; or (ii) the provision by the Customer of suitable guarantees in favour of Ideal (e.g. surety or bank guarantee). In the event that the Customer refuses to make immediate payment and/or to provide suitable guarantees in relation to its payment obligations, Ideal may legitimately refuse to confirm or execute Orders, without the Customer being entitled to make any claim.

8.9. Failure and/or incorrect and/or delayed payment by the Customer exceeding 14 (fourteen) days, with respect to the terms indicated, will result in: (i) the default of the Purchaser, (ii) the application of interest on arrears equal to the interest rate applied by the European Central Bank to its main refinancing operations, plus eight percentage points, in accordance with the provisions of Article 4 of Legislative Decree No. 231 of 9 October 2002, implementing EC Directive 35/2000; (iii) forfeiture of the term pursuant

to Article 1186 of the Italian Civil Code, with the consequence that all sums due may be immediately claimed by Ideal; (iv) the right of Ideal to refuse or suspend the Order - and related deliveries - and any other Order. Ideal shall also be entitled to full reimbursement of the costs incurred up to that point and the expenses for the recovery of all sums not paid to it in a timely manner, in addition to the right to compensation for any further damage suffered.

8.10. In the event of the application of interest on arrears pursuant to Legislative Decree No. 231 of 2002, Ideal may issue the relevant invoice and send it to the Customer, who shall immediately pay the amount due.

8.11. If the Customer is subject to any insolvency proceedings, Ideal may suspend further supplies or consider the Contract terminated. The Customer is required to immediately notify Ideal of any significant change in its corporate structure or management/administrative organization or the signing of a transfer of the company or branch thereof, when such event concerns the supply of the Products. Ideal, having assessed this information, or in the absence thereof, may notify the Customer of its intention not to continue the relationship. In this case, all Ideal credits shall be deemed immediately due and payable. Ideal may, in any case, retain, on account of the amount due, any advances or amounts collected up to that point.

## **9. FORCE MAJEURE**

9.1. Force majeure means any unforeseeable or unavoidable act or event beyond the control of Ideal, which is beyond its control and cannot be remedied in a timely manner (such as, by way of example only, war, even if undeclared, embargo, riot, civil commotion, attacks, internal unrest, operational failures, fire, explosions, sabotage, natural disasters, floods, earthquakes, catastrophes, epidemics, pandemics or other health emergencies, acts, measures, decisions or recommendations of national or international government authorities, strikes - including transport and customs strikes - lockouts, seizures or expropriations of equipment or installations, suspensions of electricity supply lasting more than twelve consecutive hours, impossibility and/or difficulties and/or delays in obtaining supplies of raw materials, essential semi-finished products, equipment, fuel, energy, components, labour or means of transport).

9.2. Force majeure also means cases where the execution of the supply is made excessively burdensome due to the circumstances mentioned above.

9.3. The provisions of this article shall also apply if the occurrence of force majeure prevents or makes the supply by Ideal subcontractors excessively burdensome.

9.4. In the event of force majeure, the obligations of Ideal that cannot be fulfilled for this reason shall be automatically extended, without penalty, for a period corresponding to the duration of the force majeure.

9.5. Ideal if it intends to invoke the provisions of this article, shall promptly inform the Customer in writing of the occurrence of the unforeseen circumstance, specifying its nature and, if already known, its duration.

9.6. Ideal undertakes, in any case, to take all measures within its power to ensure, as soon as possible, the normal resumption of the fulfilment of the obligations extended by the occurrence of the force majeure event.



9.7. If, as a result of a force majeure event, Ideal is unable to perform its services in accordance with the terms agreed in the Contract for a period of 3 (three) months, the Parties shall meet as soon as possible to examine the contractual implications of such events, in particular on prices and delivery terms, and agree on the terms and conditions for the continuation of their respective services.

9.8. Under no circumstances shall the occurrence of the circumstances referred to in this article justify the Customer's failure to fulfil or delay in fulfilling its payment obligations.

## **10. RECEIPT AND VERIFICATION OF PRODUCTS**

10.1. Upon delivery, the Customer shall verify, at its own expense and under its sole responsibility, any discrepancies and/or non-conformities in relation to the packages, packaging, weight, type and integrity of the Products with respect to the delivery note accompanying them. Any complaints and/or reservations must be communicated to the carrier and noted on the delivery note.

10.2. Any complaints and/or reservations must be communicated in writing to Ideal, by sending a copy of the transport document, within 8 (eight) days of the delivery date. If the complaint is not communicated within this period, the Products shall be deemed accepted and the Customer shall waive any claim regarding the packages, packaging, quantity, weight, type and integrity of the Products.

10.3. In any case, Ideal, without prejudice to the provisions of Article 5, cannot be held liable for complaints and/or reservations made to it that are not attributable to it.

10.4. Any complaints and/or reservations shall not entitle the Customer to suspend or otherwise delay payment for the Products subject to complaint or for other previous or subsequent supplies.

## **11. WARRANTY AND LIABILITY**

11.1. Ideal undertakes to deliver to the Customer Products that are free from faults and/or defects and comply with any technical specifications expressly agreed in writing with the Customer, as well as with the high-quality standards applicable to the relevant product sector and suitable for the agreed use. The Products are manufactured in full compliance with current national and EU legislation and are duly tested by the quality control department of Ideal.

11.2. Ideal guarantees its Products against faults and/or defects for a period of 12 (twelve) months from the date of delivery of the Products to the Customer.

11.3. Any complaint regarding defects and/or flaws in the Products must be made in writing to Ideal and must be made, under penalty of forfeiture, no later than 8 (eight) days from the date of delivery of the Products to the Customer, or, in the case of hidden defects that cannot be ascertained with ordinary diligence, no later than 15 (fifteen) days of their discovery and, in any case, no later than 12 (twelve) months from the date of delivery of the Products to the Customer. In this case, the Customer must notify Ideal of the faults and/or defects found, the Products on which they were found, the methods by which the checks were carried out and any other useful information to enable Ideal to accurately identify the Products subject to complaint and the problems encountered.

11.4. In the event of faults and/or defects reported in a timely manner, the Customer, following express authorization from Ideal, must send the Products subject to complaint to the Supplier's factory or to any other place that the latter may indicate to the Purchaser from time to time, to allow Ideal to carry out the appropriate checks in relation to the complaints made. These Products must be accompanied not only by the details of the invoice issued at the time of sale, but also by the relevant transport document, which must bear the words 'Defective Goods'.

11.5. Ideal, if it ascertains the existence of the faults and/or defects reported by the Customer, reserves the right, at its sole discretion, to repair or replace the Products subject to dispute, without this entailing any liability on its part for direct, indirect or consequential damages of any kind (including personal injury and damage to property), from loss of production, loss of profit, loss of opportunity, loss of profit or losses arising from and/or connected to the faults or defects of the Products. The repair or replacement of defective Products will be carried out by Ideal itself at its own facilities, according to a schedule compatible with its production and organizational requirements and by specialized technicians authorized exclusively by itself. In any case, Ideal undertakes to carry them out as quickly as possible. The repaired or replaced products will then be shipped to the Customer at the expense of Ideal.

11.6. The replacement or repair of the Products does not in any case entail the start of a new warranty period or an extension of the initial warranty.

11.7. The Warranty covers only the product as delivered. The customer is responsible for any further processing, finishing, interventions, and assemblies, and no liability may be attributed to the Supplier.

11.8. In any case, if, following technical checks, the faults and/or defects in the Products are not attributable to manufacturing defects, all costs incurred by Ideal, including those relating to the return of the Products, will be charged in full to the Customer.

11.9. Ideal cannot be held liable for faults and/or defects and/or damage caused to third parties arising, even indirectly, from drawings, designs, information, documentation, instructions, indications, materials, semi-finished products, components, other tangible goods and anything else supplied or requested by the Customer or by third parties acting, in any capacity, on behalf of the Customer.

11.10. Ideal shall also not be held liable for faults and/or defects and/or damage caused to third parties arising, even indirectly, from the transport, storage, negligent or improper use of the Products, assembly of the Products not in accordance with the instructions provided by the Supplier, repairs, tampering or modifications made, negligence and/or incompetence and/or methods of use and/or assembly by the Customer, use by the Purchaser of personnel who are not adequately trained and informed, or wear and tear, incorrect or insufficient storage or maintenance of the Products.

11.11. Except in cases of willful misconduct or gross negligence, the total liability of Ideal shall, in any case, be limited to the price paid by the Customer in relation to the Products subject to dispute.

11.12. Under no circumstances may the Customer reduce or suspend payment for the disputed Products supplied.



11.13. The warranty referred to in this point is limited to the provisions herein and replaces any other written, oral or implied warranty which, by accepting these Terms and Conditions, the Customer expressly waives (including any right of recourse arising from the installation of the Products in consumer goods).

## **12. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY**

12.1. The Customer declares and guarantees to Ideal that the designs, models, processes, information and any other documents that the Purchaser sends to the Supplier have not been created in violation of other parties' patents, industrial property rights or, in general, industrial property rights. Consequently, the Customer expressly indemnifies Ideal from any liability and/or prejudicial consequence, direct or indirect, arising from the infringement of third-party industrial property rights, undertaking to bear and/or compensate the Supplier for any loss, damage, cost, and expense (including defense or legal costs) that Ideal is required to suffer or bear for any infringement of r models, patents, copyrights, trademarks or other industrial and/or intellectual property rights of third parties.

12.2. In the event that the Products covered by the supply have been manufactured on the basis of, by way of example, drawings, designs, technical specifications, models provided by the Customer (the "Technical Material"), the Customer declares and guarantees, in accordance with the regulations in force regarding the protection of intellectual property, that it is the sole and legitimate owner, or in any case has full and legitimate availability, of all the Material. The Customer also warrants that the Technical Material, as well as the production and/or marketing of the goods derived from it, do not infringe any intellectual or industrial property rights of third parties, including, by way of example and without limitation, patents for industrial inventions, utility models, trademarks, copyrights, designs, know-how and trade secrets. The Customer undertakes to indemnify and hold Ideal fully harmless from any and all claims, actions, requests for compensation, damages, losses, costs, penalties or expenses (including reasonable legal and expert fees) that may be brought by third parties and that are caused, directly or indirectly, by the breach of the warranty referred to in the previous paragraph. It is understood that this indemnity shall also apply and be effective in relation to any processing, development or implementation of the Technical Material carried out by Ideal at the Customer's request or proposed by Ideal which may result in an aesthetic modification that infringes the rights of third parties, with Ideal remaining solely responsible for the technical solution.

12.3. All industrial property rights of the Supplier used to manufacture the Products covered by the supply shall remain the exclusive property of Ideal or its predecessors in title and shall not, under any circumstances, constitute a licence of use or other right in favour of the Customer.

12.4. For the avoidance of doubt, industrial property rights include, but are not limited to, all trademarks, trade names, logos, domain names, URLs, designs, patents, invention rights, copyrights and related rights, moral rights, trade secrets, know-how, ideas, concepts, rights to use and protect confidential information, sketches, prototypes, developments, designs, work processes, technical, financial and management information and models, technical data sheets, samples, computer software rights, CAD

drawings and files, databases and any other intellectual or industrial property rights of any kind, whether registered or unregistered, including all applications, renewals, extensions and registration rights anywhere in the world (domestic, foreign, international, supranational or otherwise) of Ideal .

12.5. The Customer undertakes not to make any statement, take any action or engage in any behaviour that could compromise or limit the industrial property rights of Ideal.

12.6. In particular, the Customer undertakes, for the entire duration of the contract and thereafter, among other things, to: i) not use or register or facilitate third parties to use or register trademarks or other distinctive signs that are identical, similar or confusingly similar to the trademarks of Ideal or that may generate confusion or risks of association between said distinctive signs and the trademarks of Ideal; ii) not to register or file in its own name or in the name of third parties, or facilitate third parties in registering or filing, designs that reproduce in whole or in part the designs or models illustrated in the designs or models of Ideal , with the express provision that designs, models, processes, know-how and, more generally, any patentable information transmitted by Ideal shall remain the exclusive property of the latter; iii) not to file, in Italy or abroad, patent applications for industrial inventions or utility models or any other kind that have as their subject matter, in whole or in part, any of the components of the technical specifications of Ideal and to obtain the granting of the relevant patents or to facilitate third parties in filing and obtaining the same, with the express provision that designs, models, processes, know-how and, more generally, any patentable information transmitted by Ideal shall remain the exclusive property of the latter; iv) not to take any initiative or perform any act in violation of the industrial property rights of Ideal or which may in any way be detrimental to the latter; v) not to act in such a way as to give third parties the impression that the Customer has any kind of right over the technical specifications of Ideal or over its industrial property rights; vi) not to affix the Supplier's trademarks, logos or other distinctive signs to its Products without the prior written authorization of Ideal; vii) not use the technical specifications of Ideal, quality samples, equipment and moulds manufactured or otherwise used for the production of the Products and/or semi-finished parts, as well as the intellectual property rights of Ideal for purposes other than those agreed between the Parties; viii) promptly notify Ideal if it becomes aware of any infringement or suspected infringement of the Supplier's industrial property rights and/or in the event of a report or dispute whereby a third party claims rights of any kind in relation to the industrial property rights of Ideal and to cooperate in order to remedy the infringements or suspected infringements of Intellectual Property Rights and/or in the event of reports or disputes made by a third party.

12.7. The Customer acknowledges that, following the termination of the supply relationship for any reason, any use of the industrial property rights of Ideal constitutes a violation of the rights of the latter and its possible assignors, who may avail themselves of all remedies provided for by law to put an end to the violation and obtain compensation for damages.

**13. CONFIDENTIAL INFORMATION AND CONFIDENTIALITY**

13.1. All confidential information (Confidential Information) transmitted by Ideal and/or made available to the Customer, even if owned by third parties, such as, by way of example and without limitation, know-how, technical information, processes, practices, methods, formulas, technological process information, studies, discoveries, results, algorithms, designs, drafts, drawings, sketches, models, formulas, photographs, manuals, technical specifications, samples, tools, technical and research data, products, reports, customer lists, trade secrets, price lists, written or oral or other data, as well as any other document drawn up, created or produced by Ideal within the scope of the supply relationship that contains or reflects or is based on the aforementioned confidential information, regardless of whether such confidential information is communicated verbally, in writing, following a demonstration or in any other form and whether or not it is classified as 'confidential' or 'private', shall remain the exclusive property of Ideal and shall not, under any circumstances, constitute a licence of use or other right in favor of the Customer.

13.2. With regard to all confidential information originating from and/or belonging to Ideal, the Customer undertakes to: i) protect its confidentiality and use it exclusively in the context of contractual relations with Ideal, excluding any other or additional purpose; ii) not disclose or reveal in any way to third parties outside its corporate organization, in whole or in part, the Confidential Information without the prior express written authorization of Ideal; iii) not disclose or reveal to third parties, in whole or in part, the results deriving from and/or connected to the confidential information, regardless of whether they are complete or not; iv) take all security measures to prevent or minimize the risks of unauthorized access, unauthorized use or misappropriation of confidential information and apply at least the same level of protection as that adopted for its own confidential information of similar importance (in any case, not less than a reasonable level of protection); v) immediately return to Ideal, upon simple request and at no cost, all confidential information communicated to it and any copies and/or derivatives thereof, as well as all products and/or materials containing confidential information; vi) not to copy or duplicate in any way the confidential information or any product, prototype, software or other medium containing or embodying it, and further undertakes not to reverse engineer, disassemble or decompile it.

13.3. The Customer shall immediately inform Ideal in writing in the event of any unauthorized use or disclosure of confidential information of which it becomes aware and shall provide all reasonable assistance to Ideal to stop such unauthorized use or disclosure.

13.4. It is understood that the confidentiality obligations set out in these General Terms and Conditions do not apply in the case of confidential information that: i) at the time it is disclosed to the Customer, is already in the public domain without any breach having been committed; ii) becomes public knowledge after being disclosed by Ideal to the Customer, for reasons that do not constitute a breach of these General Terms and Conditions and/or additional obligations assumed by the Customer; iii) is already known to the Customer on a non-confidential basis, without any breach of confidentiality obligations; iv) has been independently developed by the Customer; v) the Customer is

compelled to disclose by law or by order of the Judicial Authority or Administrative Authority, provided that the Customer promptly informs Ideal of the aforementioned order and cooperates with Ideal to share the methods of disclosure of the aforementioned confidential information and, in any case, provides confidential information only to the minimum extent necessary to comply with the requests of the aforementioned Authorities.

13.5. Furthermore, the Customer undertakes, during the supply relationship and for 5 years after its conclusion, early termination or cessation for any reason, to keep secret and confidential all confidential information received, in any form, from Ideal, except for compensation for damages suffered and to be suffered and further remedies provided for by law to the Supplier.

13.6. If the parties have entered into or will enter into a specific confidentiality agreement in the form of an NDA, whether unilateral or bilateral, the terms and conditions set forth therein shall prevail over those of this Article 13.

#### **14. CODE OF ETHICS**

14.1. The Customer declares that they have read and undertake to comply with, both personally and on behalf of any employees, consultants and/or collaborators and persons involved in any capacity in their business, the principles and contents set out in the Code of Ethics and Conduct adopted by Ideal (available at: <https://www.Idealgroup.com/download/> ), which forms an integral and essential part of these General Terms and Conditions.

14.2. The Customer undertakes not to commit any acts that may lead to a violation of the rules and principles defined in the Code of Ethics and Conduct, not to engage in any conduct that may constitute a criminal offence under Legislative Decree 231/2001, and to ensure that its consultants and/or collaborators and persons involved in any way in its business do the same. To this end, the Customer undertakes, where necessary, to adopt and implement measures to prevent such violations.

14.3. The Customer declares that they are aware that compliance with these provisions is an essential element for Ideal for the purposes of entering into a supply contract and maintaining the contractual relationship.

14.4. Without prejudice to the above, it is understood that in the event of non-compliance, the Customer shall indemnify and hold harmless Ideal, upon first request and without exception, from any direct or indirect charges, expenses, costs, losses, fines or prejudicial consequences that may arise from the violation of the Code of Ethics and Conduct, without prejudice to any other form of compensation for damages.

#### **15. WITHDRAWAL AND EXPRESS TERMINATION CLAUSE**

15.1. Ideal reserves the right to withdraw from the Contract within 5 days of sending the Order Confirmation.

15.2. Without prejudice to any other available remedies and compensation for damages suffered, Ideal , pursuant to Article 1456 of the Italian Civil Code, may consider any contract entered into with the Customer to be terminated with immediate effect, following written notification, in the event of serious breach of one or more of the

obligations set out in these General Terms and Conditions and, specifically, in the event of one of the following conditions occurring: i) violation of the Code of Ethics adopted by Ideal ; ii) omission or delay, even partial, in the payment of invoices issued by Ideal; iii) if the Customer is in a situation of financial difficulty, such as to make it difficult to fulfil its obligations; iv) if the Customer is subject to voluntary or compulsory liquidation proceedings, applications for composition with creditors (or any other form of debt restructuring, including recovery plans and new institutions provided for by the corporate crisis code), is subject to judicial administrators and/or liquidators or any procedure provided for by the Bankruptcy Law and/or the new Corporate Crisis Code; iv) if a competitor of Ideal becomes involved in the Customer's corporate structure, directly or indirectly, through persons or subsidiaries, affiliates or investee companies, including de facto ones; vi) if the Customer transfers the Contract, in whole or in part, directly or indirectly, to third parties, without the prior written authorization of Ideal; vii) if the Customer delays or fails to take delivery, even partially, of the Products covered by the supply and/or repair; viii) transfer of the business or branch of the business by the Customer.

15.3. In the event of termination of the contract, Ideal reserves the right, at its sole discretion, to suspend all fulfilment of the Customer's orders or the remainder of orders in progress.

## **16. MISCELLANEOUS**

16.1. In the event that one or more provisions of these General Terms and Conditions should be deemed null and void, invalid or unenforceable, the nullity, invalidity or unenforceability of such provision shall not extend to the other provisions of these General Terms and Conditions, which shall remain in full force and effect. The Parties therefore undertake to replace any void, invalid or ineffective clauses in their entirety, unless such clauses are considered essential and have been a determining factor in the conclusion of the Contract.

16.2. The obligations and rights arising from the contracts between the Customer and Ideal are personal in nature and may not be assigned or transferred by the Customer without the prior written consent of Ideal. In the event of a breach by the Customer, this Contract may be terminated, without prejudice to any compensation for damages to be claimed by Ideal.

16.3. Any communication to be made in accordance with these General Terms and Conditions must be sent by registered letter with return receipt or by certified email to the addresses of the Parties or to other addresses that each Party has communicated to the other in writing.

16.4. The fact that Ideal does not at any time assert the rights recognized by one or more clauses of these General Terms and Conditions shall not be construed as a waiver of such rights, nor shall it prevent it from subsequently demanding their strict and timely observance.

## **17. PRIVACY**

17.1. Ideal collects and processes only the data necessary for the completion of the commercial relationship and stores it for the time required by law or longer only if it is

functional to the relationship itself, as provided for by the current GDPR (2016/679 EU) personal data legislation. Details on how the aforementioned data is collected and stored can be found on the Ideal website <https://www.Ideal group.com/privacy-policy/>

**18. WHISTLEBLOWING REPORTING CHANNEL**

18.1. To make reports pursuant to Legislative Decree No. 24/2023, you can use the channel implemented by Ideal at <https://www.Idealgroupp.com/en/reporting-system/> following the instructions provided therein. Reports may also be made anonymously and may concern, by way of example, administrative, accounting, civil or criminal offences; unlawful conduct relevant to Legislative Decree 231/2001, or violations of the organizational and management models provided for therein; offences falling within the scope of EU or national acts relating to the following areas: public procurement; services, products and financial markets and the prevention of money laundering and terrorist financing; product safety and compliance; transport safety; environmental protection; public health; consumer protection; protection of privacy and personal data and security of networks and information systems; acts or omissions affecting the financial interests of the EU; acts or omissions affecting the internal market; acts or conduct that undermine the object or purpose of EU provisions.



**19. APPLICABLE LAW AND JURISDICTION**

19.1. These General Terms and Conditions are governed by Italian law, which is the only applicable law.

19.2. For any disputes that may arise between the Customer and Ideal, including those relating to the validity, interpretation, execution, and termination of the relevant contracts and/or orders, the Court of Treviso shall have exclusive jurisdiction, to the exclusion of any other court.

Susegana (TV), Ideal S.r.l.

The Customer

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that they are aware of and expressly and specifically approve the following clauses: i) Art. 2 – General Provisions; ii) Art. 3 – Formation of the Contract; iii) Art. 4 – Delivery Term; iv) Article 5 – Delivery and Transfer of Risk; v) Article 7 – Transfer of Ownership; vi) Article 8 – Prices and Terms of Payment; vii) Article 10 – Receipt and Inspection of Products; viii) Article 11 – Warranty and Liability; ix) Art. 12 – Intellectual and/or Industrial Property; x) Art. 13 – Confidential Information and Confidentiality; xi) Art. 14 – Code of Ethics and Organisational Model 231; xii) Art. 15 – Withdrawal and Express Termination Clause; xiii) Art. 19 – Applicable Law and Jurisdiction.

Susegana (TV), on Ideal S.r.l.

The Customer

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