

COMAU	GENERAL TERMS AND CONDITIONS FOR AFTER SALES SERVICES	After Sales – UK - Version 1 - February 2025
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SECTION A – GENERAL

1. DEFINITIONS

1.1. In addition to other definitions included in these General Terms and subject to exceptions defined in each Section, the following terms shall have the meaning ascribed to them below:

- **"Applicable Law"** has the meaning given in article 14.1.
- **"Affiliate(s)"** means any company which is, directly or indirectly, Controlled by, under common Control with, or in Control of, a Party.
- **"Background Intellectual Property"** has the meaning given in article 4.1.
- **"Confidential Information"** means any know-how and other technical, business and other information, which any of the Parties disclose to the other Party, including, without limitation, manufacturing and production processes and techniques, operating procedures, quality assurance procedures, standards, specifications, research and development information, technology, prototype information, test results, inventions, drawings, designs, plans, proposals, technical data, software, financial data, marketing data, marketing strategies and plans, pricing and cost information, customers and supplier lists and information, any trade secrets, any information contained in any technical documentation exchanged or delivered and any Intellectual Property Rights to any of the Parties' products.
- **"Comau"** means the Comau company receiving the Order issued by the Purchaser.
- **"Contract"** means the Order issued by Purchaser as accepted by Comau with the Order Acceptance according to article 3, including these General Terms and the Annexes if any.
- **"Contract Price"** means the price agreed by and between the Parties under the Contract.
- **"Control(s)"** or **"is Controlled by"** or any reference to **"Control"** means the direct or indirect possession, by a company, of the power to direct or cause the direction of the management and policies of a Party, by means including, but not limited to, ownership of fifty percent (50%) or more of the voting stock or registered capital, or the power to appoint or elect a majority of the directors.
- **"Dispute"** has the meaning given in article 14.
- **"Excusing Event"** has the meaning given in article 11.7.
- **"Force Majeure"** means events which are beyond the control of the Parties, and which are unforeseen, unavoidable or insurmountable, and which prevent total or partial performance by either of the Parties. Such events shall include, but are not limited to, wars (declared or not), riots, regulations or orders made or recommendations or advice given by any government, public body or agency relating to any disease, pandemics, civil commotion, fire, earthquake, storm, typhoons, flood, failure of public utilities or common carriers, general strikes, lock-outs affecting the affected Party or its suppliers, shortage of labour or materials of any sort, currency and trade restriction, sanctions, embargoes or any other circumstances whatsoever which cannot be foreseen, prevented or controlled.
- **"General Terms"** means these general terms and conditions. The General Terms shall be part of the Contract and may not be amended except with the written agreement of the Parties.
- **"Goods"** means the equipment, machinery and/or materials to be supplied by Comau to Purchaser under the Contract.
- **"Intellectual Property Rights"** or **"IP Rights"** means rights in, to and under: (i) inventions, patents, patent applications and statutory invention registrations, (ii) know-how and trade secrets such as any information, including, without limitation, product designs, processes and processing methods, production specifications and techniques, raw material specifications and sources, test methods and standards, manuals, quality control reports, invention records, calculations, research records and reports, and marketing surveys and reports, which are possessed and known in any form whatsoever, whether communicated orally or embodied in plans, drawings, photographs, tapes, discs, notes, reports, studies, or samples, and whether such information is patentable or unpatentable, registered or unregistered; (iii) improvements to any of the foregoing such as any extension, new application, adaptation or further development of the know-how and patents; and (iv) all other intellectual and industrial property, including registrations and applications for registration thereof; but excluding trademarks. Intellectual Property Right shall include all rights of whatsoever nature in computer software and data, all intangible rights or privileges of a nature similar to any of the foregoing in every case in any part of the world and whether or not registered, and all rights in any applications and granted registrations for any of the foregoing rights.
- **"Joint Intellectual Property"** means any new ideas and/or invention, whether patentable or not, jointly developed by the contribution of the Parties during the execution of the Contract and in connection thereof.

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- **“Offer”** means the proposal issued by Comau to the Purchaser that includes technical and commercial details for the possible Contract.
- **“Order”** means an official written request/order issued by Purchaser to Comau for the purchase of Goods and/or Works.
- **“Order Acceptance”** means the written acceptance of the Order issued by Comau by e-mail and/or in any other written format.
- **“Parties”** and **“Party”** mean, jointly or severally, the Purchaser and Comau.
- **“Purchaser”** means the purchaser of the Goods and/or Works.
- **“Timetable”** means the planning table set forth in the Contract by the Parties.
- **“Sections”** means the sections of these General Terms, each of them governing a specific type of activities provided by Comau.
- **“Site”** means the plant where the Works are to be carried out.
- **“Standard Products”** means standard equipment and/or machinery and/or software developed and sold by Comau, whether patented or not, used in multiple projects and for multiple customers without material customization or modification. They may be included in the Goods to be provided under a Contract.
- **“Utilities”** means all necessary supplies, including, but not limited to, compressed air, water, electricity, lighting and heating, which are necessary for the performance of the Works, as well as for the subsequent operation of the Goods.
- **“Work(s)”** means the work to be performed by Comau under the Contract.
- **“Working Days”** means Monday to Friday inclusive, if not differently agreed by the Parties, not including public holidays in the countries where the Contract is performed.

1.2 In the Contract, the following rules apply:

1.2.1 words importing the singular includes the plural and vice-versa;

1.2.2 a Party shall include that Party's personal representatives, successors and permitted assigns;

1.2.3 a “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors and permitted assigns

1.2.4 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and

1.2.5 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. SCOPE

- 2.1. The General Terms govern the Contracts to be entered into between Comau and Purchaser, except for those amendments specifically agreed in writing by and between the Parties in the Contract and/or in the separate agreements.
- 2.2. Clauses of this Section A applies to all Contracts except if otherwise specified in other Sections.
- 2.3. Sections B to G applies to Contracts if referred to as applicable in the Offer and/or in the Contract and/or in the Order Acceptance.
- 2.4. The Parties agree to comply with the provisions of the General Terms. Notwithstanding anything to the contrary contained in documents issued by the Purchaser (such as, but not limited to, request for quotations, bidding documents, Orders etc.) the General Terms shall have priority in case of conflict with any other terms and conditions unless expressly agreed in writing by the Parties.

3. FORMATION OF CONTRACT

- 3.1. The Contract is entered into by means of issuance of the Order by Purchaser and by the Order Acceptance by Comau. In case of conflict, the Order Acceptance prevails over the Order.

4. INDUSTRIAL PROPERTY RIGHTS

4.1. Background Intellectual Property

- i) Any existing Intellectual Property Rights owned by one of the Parties and developed or acquired by such Party prior to and/or independently from the execution of the Contract, shall remain the exclusive property of the owning Party (the "Background Intellectual Property").
- ii) Notwithstanding the above, it is expressly confirmed and agreed that, as long as any Background Intellectual Property of Comau are in any way embodied or used in the Goods and/or Works, Purchaser shall be granted a worldwide, non-exclusive, perpetual license to use such Background Intellectual Property of Comau, for the sole purpose of using the Goods and Works delivered under the Contract, and the Contract Price of the Goods and/or Works shall be deemed to include the consideration for the grant of such license. In such a case, Purchaser may not license, sublicense, assign, charge or grant interest in or otherwise deal in any part with the Background Intellectual Property, without prior written approval of Comau. Such approval shall not be required in relation to the Affiliates, which transfer shall in any case have to be notified to Comau in writing.

4.2. Joint Intellectual Property

All Joint Intellectual Property, unless differently agreed in writing by the Parties, shall be jointly owned by both Parties.

4.3. Indemnifications

- i) Any Party shall defend and indemnify the other Party from and against any Background Intellectual Property infringement by any third party, provided that the Party seeking to be defended and indemnified shall promptly notify the other Party in writing of any such claim.
- ii) Any Party shall cooperate with the other Party in defending or settling any Background Intellectual Property infringement' claim by any third party, sharing costs and expenses.

4.4. Drawings and Technical Documentation

- i) Any and all drawings and technical document relating to the Goods and/or the Works submitted by one Party to the other prior or subsequent to the Contract shall remain the property of the submitting Party.
- ii) Purchaser shall not, without Comau's prior written consent, make use of any document or information whatsoever given by Comau for reasons other than the scope of this Contract and always complying with the provisions of article 6.

4.5. Standard Products

Standard Products are supplied as "blackbox", therefore:

- a) the commercial and manufactured items included in the Standard Products could vary from the official vendor list of the Purchaser;
- b) some of the Purchaser's specifications could not be applied;
- c) drawings and/or software of Standard Products will not be delivered to the Purchaser;
- d) any agreed customization of the Standard Products, to better fit the Purchaser and/or Project requirement, does not entitle the Purchaser to claim the ownership of the drawings, the software nor of any other IPRs pertaining the Standard Products.

4.6. Trademarks

Nothing in this Contract shall be construed to mean that either Party shall be entitled to make use of the trademarks of the other Party. The Parties shall take reasonable measures to ensure that their organizations do not use the names or trademarks of the other Party in advertising or other sales promotion or in any other manner whatsoever, other than specifically authorized with a written agreement.

5. LIMITATION OF LIABILITY

- 5.1. Nothing in the Contract shall limit or exclude the liability of either Party for: (a) death or personal injury resulting from negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited by the Applicable Law.
- 5.2. To the maximum extent permitted under Applicable Law and notwithstanding anything to the contrary in the Contract, neither Party shall, whether arising in contract, tort (including negligence), warranty, strict liability or otherwise howsoever, in no event be liable to the other Party for: a) special, indirect or consequential loss or damage; b) loss of business or of contractual benefit; c) loss of profit; d) loss of turnover; e) wasted expenditure; f) loss of contracts or custom; g) loss of or damage to goodwill and

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reputation; in each case whether direct or indirect provided that this shall not operate so as to limit or exclude the liability of Purchaser to pay the Contract Price.

- 5.3. Without prejudice to articles 5.1 and 5.2, Comau's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or under any indemnity or otherwise, shall be limited to a sum equal to the Contract Price.
- 5.4. This article 5 shall survive termination of the Contract.

6. CONFIDENTIALITY

- 6.1. Comau and Purchaser and their Affiliates shall maintain in confidence all Confidential Information received from the other Party and shall keep secret and not disclose such Confidential Information, directly or indirectly, to any third party (which term will be broadly interpreted to include without limitation any corporation, company, group, partnership, agency, or individual) and shall itself use the Confidential Information solely for the purposes permitted by the Contract. In maintaining the confidentiality of Confidential Information, Comau and Purchaser shall exercise the same degree of care that it exercises with its own Confidential Information, and in no event less than a reasonable degree of care. The confidentiality obligations of the Parties set forth in this article shall be maintained during the term of the Contract and for an additional period of five (5) years after termination of the Contract becomes effective.
- 6.2. Comau and Purchaser may disclose the Confidential Information only to those of its directors, officers, employees and direct suppliers who require it for the purposes permitted by the Contract (the "**Authorized Parties**"). In case of breach of confidentiality obligations by an Authorized Party, the Party that have disclosed the Confidential Information to such Authorized Party shall be liable.
- 6.3. The obligation of confidentiality contained in these General Terms shall not apply to the extent that:
 - i) either Party (the "**Receiving Party**") is required to disclose Confidential Information by order or regulation of a governmental agency or a court of competent jurisdiction; provided, however, that the Receiving Party shall not make any such disclosure without first notifying the other Party and allowing the other Party a reasonable opportunity (to any possible extent) to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure; or
 - ii) the Receiving Party can demonstrate that: (i) the Confidential Information was at the time of such disclosure to the Receiving Party already in (or thereafter enters) the public domain other than as a result of actions of the Receiving Party, its directors, officers, employees or agents in violation hereof; (ii) the Confidential Information was rightfully known to the Receiving Party prior to the date of disclosure to the Receiving Party; or (iii) the Confidential Information was received by the Receiving Party on an unrestricted basis from a source unrelated to any Party to this Contract and not under a duty of confidentiality to the other Party.
- 6.4. Each Party (i) acknowledges and confirms that the Confidential Information of the other Party constitutes proprietary information and trade secrets valuable to the other Party, and that the unauthorized use, loss or disclosure of such Confidential Information shall cause irreparable injury to the other Party; (ii) shall notify the other Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information, and will cooperate with the other Party in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use; (iii) shall assume the liability for all the direct damages, losses, costs, or expenses which result from: (a) the use of the Confidential Information for any purpose other than the permitted use; (b) the disclosure of the Confidential Information to third parties or entities; or (c) the use of the Confidential Information by any person or entity caused by the unauthorized disclosure or dissemination of same by any employees, agents, suppliers or contractors of that Party; (iv) acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information of the other Party and that the other Party shall be entitled, without waiving other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- 6.5. Upon the termination of the Contract the receiving Party shall: (i) return to the other Party, or at the disclosing Party's direction destroy, all materials (including any copies thereof) embodying the other Party's Information and (ii) certify in writing to the other Party that all of such materials have been returned or, if allowed by Applicable Law, destroyed.

7. HEALTH AND SAFETY

- 7.1. Comau and Purchaser shall cooperate in order to take all necessary protective and preventive measures necessary to ensure the health and safety of their employees, and will co-ordinate together the implementation of such measures so as to effectively prevent or reasonably limit any hazards to which any employee of Comau or of any of its agents, suppliers or

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subcontractors might be exposed. To this end, Comau and Purchaser shall exchange information on an ongoing basis with a view to eliminate possible risks due to interference between Comau's activities and those of Purchaser and of other companies operating in the Site. It is understood, however, that Purchaser's responsibility for co-ordination does not extend to Comau's specific risks in carrying out any contractual activity and that managing such specific risks remains the sole responsibility of Comau.

7.2. Comau shall:

- i) ensure that personnel under its control will carry out their activities in compliance with the labour legislation currently in force in the place where they are operating and, in particular, with the regulations concerning health and safety at the workplace. Comau also undertakes to require that its subcontractors respect such regulations; and
- ii) take into account the information supplied by Purchaser concerning all potential and specific hazards present in the work environment and shall adhere to all safety and accident-prevention measures taken by Purchaser to minimise such risks.

7.3. Purchaser shall:

- i) ensure that the environmental conditions of the Site and of any site where Comau's personnel operate complies with all the relevant health and safety and other applicable laws and regulations. For the avoidance of doubt the Parties agree that Comau's activities shall not be carried out in unhealthy or dangerous conditions and surroundings. In case of unhealthy or dangerous conditions affecting the Site, Purchaser shall promptly remove or remedy such conditions and the Timetable will be modified accordingly; and
- ii) inform Comau in writing of the environmental risks and hazards present in any area of the Site and of the preventive or emergency measures taken by Purchaser according to applicable laws and regulation to avoid such risks, even if during the activities the environmental conditions changed in comparison to the initial situation.

8. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

- 8.1. Goods and/or Works shall comply with any and all laws and regulations applicable in the country of the Site and Purchaser shall use its best endeavours to assist and support Comau in obtaining the necessary information and documentation.
- 8.2. Should any change to the Goods and/or Works, become necessary due to any change in such applicable laws and regulations occurred after the signature of the Contract but prior to acceptance and, consequently, should the envisaged cost of the Goods and/or Works increase or decrease then the Contract Price shall be modified accordingly.

9. FORCE MAJEURE

- 9.1. If a Party is prevented from performing any of its obligations under the Contract due to an event of Force Majeure, such Party's contractual obligations affected by such an event under the Contract shall be suspended during the period of delay caused by the Force Majeure and shall be automatically extended, without penalty or liability, for a period equal to such suspension; all other obligations under the Contract and the time for performance thereof shall remain unaffected.
- 9.2. The prevented Party shall use reasonable endeavours to mitigate and circumvent the Force Majeure.
- 9.3. The prevented Party shall within five (5) Working Days of the occurrence of an event of Force Majeure notify the other Party by email or courier. Within ten (10) Working Days of the occurrence of such event of Force Majeure, the prevented Party shall provide the other Party with a detailed description of the event of Force Majeure. The prevented Party shall further provide to the other Party any additional information the other Party may reasonably request to confirm the occurrence and extent of the event of Force Majeure.
- 9.4. Should the delay caused by any event of Force Majeure continue for more than three (3) months, the other Party may choose to either continue to perform its obligations under the Contract or terminate the Contract in accordance with article 13.3. Where the Contract is terminated under this article 9.4 in any case Purchaser shall pay to Comau the portion of the Contract Price due for all activities already carried out by Comau at the moment in which the notice of termination is received.

10. HARDSHIP

10.1. If a Party proves that:

- (i) the continued performance of its contractual duties and obligations has become excessively onerous due to an event beyond its reasonable control; and
- (ii) it could not reasonably have avoided or overcome the event or its consequences;

the Party concerned by such event may then inform the other Party of by written notice as soon as possible after said event

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but shall, in any event, continue to perform the Contract. Then, the Parties shall, within a time period of 1 (one) month after receipt of the written notice, negotiate to reach a mutually acceptable compromise dealing with such situation and sign an amendment to the Contract.

- 10.2. If no agreement has been reached within such 1 (one) month period, the Contract shall continue without any amendments. However, in such a case, the Party invoking this article 10 is entitled during a 10 (ten) calendar days period, as from the expiry of the above 1 (one) month period, to terminate the Contract by sending a termination written notice to the other Party. In this case the Purchaser will pay to Comau: a) any and all portion of the Contract Price due for all activities already carried out by Comau at the moment in which the notice of termination is received; and b) reasonable costs incurred by Comau as result of such termination included but not limited to the termination of sub-contracts entered into by and between Comau and the sub-contractor(s), material and equipment kept in stock, etc. The termination of the Contract shall be effective 15 (fifteen) calendar days after receipt of the above-mentioned termination notice. In such a case, it is specified that the Parties shall continue to perform the Contract during the 15 (fifteen) calendar days notice period.

11. EXPORT CONTROL AND INTERNATIONAL ECONOMIC SANCTIONS

- 11.1. In addition to any warranties on the part of the Purchaser contained elsewhere, Purchaser acknowledges that the export of the Goods and/or the performance of any of the Works (which for the purposes of this article 11 includes any works, related hardware, software, technology, technical data and other information and/or corresponding documentation, regardless of the mode of provision) outside the customs territory of the United Kingdom and that of the European Union and/or to certain entities or destinations could be subject to regulation or control by governments, international treaties or by other competent authorities. Purchaser undertakes to put in place and maintain in place throughout the term of the Contract and thereafter all the necessary measures to comply with any Italian, EU, United Kingdom and/or US laws and regulations on export/re-export control and international economic sanctions.
- 11.2. In the event that Purchaser intends to export or re-export any Goods (or any part of them) procured from Comau (including hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) or in any way transfer any of the same to a third party any works and services (including all kinds of technical support) supplied by Comau, Purchaser shall comply with all applicable national and international (re-)export control regulations and, to such effect, it undertakes not to transfer the abovementioned Goods, Works or services to Purchasers included in any list of natural or legal persons, entities or bodies who or which are subject to restrictive measures by the European Union, the United Kingdom, the United States of America, and/or by the United Nations, nor owned or controlled by any such person or entity (i.e. “**Designated Party**”).
- 11.3. Prior to any transfer by Purchaser of Goods, Works and services provided by Comau to Purchaser, Purchaser shall *inter alia* check and guarantee and hereby undertakes and warrants to Comau that:
- there will be no infringement of an embargo or any other measure imposed by the European Union, the United Kingdom, the United States of America, the United Nations with respect to such transfer;
 - any Goods, Works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided.
- 11.4. Purchaser warrants that it has developed sufficient export control and compliance policies and procedures to ensure the observance of any relevant export control and international economic sanction regulations as applicable. Purchaser shall provide promptly to Comau conclusive evidence of such policies and procedures and the Purchaser’s compliance with them, upon reasonable request by Comau.
- 11.5. Purchaser agrees that (at its cost) it will take all steps necessary to assist Comau to comply with relevant laws and to deal with any government or other relevant authority inquiries, investigation, penalty action, litigation, etc. arising out of questions about or issues arising in connection with international trade regulations compliance.
- 11.6. Purchaser shall indemnify, keep indemnified and hold harmless Comau from and against any and all claims, proceedings, actions, fines, losses, costs (including legal costs and expenses on an indemnity basis) and damages suffered or incurred by Comau whether directly or indirectly in any way out of and/or relating to any noncompliance with export/re-export control and/or international economic sanction regulations by Purchaser in relation to the Goods and/or Works and/or any service procured or performed by Comau.
- 11.7. In the event that Comau’s performance of the Contract is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an “Excusing Event”):
- any change in the laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, including, but not limited to, the adoption of export control measures or international economic sanctions of any kind that may impact Comau’s obligations or its cost of performance;

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(ii) any amendment, extension or revision, or any change in the interpretation or in the application, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, existing at the time of the Order Acceptance, on export control or international economic sanctions;

(iii) failure to obtain any authorization, permit or license of any competent authority necessary for the lawful provision to the Purchaser of the Goods and/or Works or any of them;

(iv) any other event, whether or not similar to the ones specified above, outside the control of Comau, which would prevent or inhibit the performance of the Contract at the originally agreed terms, because of laws on export control and/or international economic sanctions of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America

Comau shall then notify in writing the occurrence of an Excusing Event to and consult Purchaser in good faith on any useful or appropriate steps to be taken so that the Agreement may be performed as intended. The fulfilment of the Parties' respective obligations will be suspended during the consultation period since the date of the notification of the Excusing Event. In case after the consultation, it appears that Comau's obligations cannot be further performed because they have become invalid or unlawful under the Applicable Law, the Contract shall be terminated without any right of Purchaser to obtain compensation or any other similar relief. In case Comau's obligations are not unlawful or invalid per se, but they have become impossible or excessively onerous, the performance of the Contract shall be suspended from the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, Comau and Purchaser shall strive to minimize the prejudice suffered by each of them by such suspension, as far as reasonably possible and to the extent lawfully permitted by the applicable export / re-export control regulations and international economic sanctions.

11.8. The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

11.9. The Purchaser shall undertake its best efforts to ensure that the purpose of article 11.8 is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of article 11.8.

11.10. Any violation of articles 11.8 and 11.9 shall constitute a material breach of an essential element of the Contract and Comau shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of the Contract; and

(ii) a penalty of 20% of the total value of the Contract or price of the goods exported, whichever is higher.

11.11. The Purchaser shall immediately inform Comau about any problems in applying articles 11.8 and 11.9, including any relevant activities by third parties that could frustrate the purpose of article 11.8. The Purchaser shall make available to Comau information concerning compliance with the obligations under article 11.8 and 11.9 within two weeks of the simple request of such information.

12. ASSIGNMENT

12.1. Comau shall be entitled to assign any receivable and any other amount due by Purchaser to Comau under the Contract to any third party.

12.2. Purchaser shall not have the right to assign its rights and/or obligations under the Contract without the prior written consent of Comau which shall not be unreasonably withheld.

13. TERMINATION AND SUSPENSION RIGHTS

13.1. Suspension

13.1.1 Comau shall have the right to suspend execution of the Contract by written notice if Purchaser:

a) interrupts or fails to properly perform the execution of any material obligations under the Contract; and/or

b) prevents in any way Comau from properly performing the execution of its obligations under the Contract for more than 5 (five) Working Days.

13.1.2 In the cases set forth in article 13.1.1 the Purchaser shall reimburse Comau with any and all costs and expenses which Comau may have borne as a consequence of such suspension. Should the situation herein above provided not be removed

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within 5 (five) Working Days from the written notice, Comau shall have the right to terminate the Contract by giving 7 (seven) Working Days prior written notice to Purchaser. In such a case, article 13.2.2 shall apply.

13.2. Termination for Breach

13.2.1 Subject to the General Terms, the non-breaching Party may terminate the Contract by written notice served upon the other Party if the other Party commits an irremediable material breach of its obligations arising from the Contract or fails to remedy a remediable breach within 10 (ten) Working Days from receipt of a written notice specifying the breach and requiring it to be remedied.

13.2.2 In the event set forth in article 13.2.1, the breaching Party shall indemnify the other Party from any and all costs, expenses and direct damages arising from the termination (which together for the purposes of this sub clause shall be referred to as the "Claim"), subject to the provisions of articles 5.2 and 5.3 whose limitations, solely in relation to this article, are to be interpreted as applicable to both Parties and to the extent that the non-breaching Party has taken all reasonable steps to mitigate the Claim. In addition to the above, in case the breaching party is the Purchaser, than the Purchaser will pay to Comau the portion of the Contract Price due for all activities already carried out by Comau at the moment in which the notice of termination is received.

13.3. Other Termination rights

- i) Each Party shall have the right to terminate the Contract immediately by written notice served upon the other Party in case:
 - a. where the other Party becomes insolvent and/or declares bankruptcy;
 - b. where the other Party is placed under the control of a liquidator;
 - c. of preliminary and/or initial deeds for voluntary winding-up, request of composition with creditors or of out of Court or temporary receivership or receivership of the other Party;
 - d. of any other circumstances having similar effects;
 - e. of circumstances described in article 9.4.

14. APPLICABLE LAW AND DISPUTE RESOLUTIONS

- 14.1. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales (the "Applicable Law").
- 14.2. In the event of any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity hereof (the "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations.
- 14.3. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claim) not resolved according to article 14.2 above.
- 14.4. Notwithstanding anything to the contrary contained herein, in the event of a Dispute over Purchaser's payment obligations, Purchaser shall timely pay to Comau any undisputed payments without regard to the outcome of these dispute resolution procedures.

15. MISCELLANEOUS PROVISIONS

15.1. Sub-contractors and sub-suppliers

Comau shall have the right to use sub-contractors and/or sub-supplier for the execution of the Contract.

15.2. Independent Contractor Relationship

Comau and Purchaser shall be deemed independent contractors of each other. Nothing in the Contract shall be construed or implied as (i) constituting either of the Parties hereto as the agent of the other Party (except with the other Party's prior written consent); or (ii) authorizing either Party to incur any expenses or any other form of obligation on behalf of the other Party (except with the other Party's prior written consent).

15.3. Binding Effect

The Contract is made for the benefit of the Parties hereto and their respective lawful successors and assignees and is legally binding on them.

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15.4. **Amendment**

The Contract may be amended only by written agreement executed by the duly authorized representatives of each Party.

15.5. **Publicity**

15.5.1 The Parties are entitled to use for marketing purposes including, but not limited to, press and social media release (the “**Marketing Purposes**”) the other Party's logo and/or name and/or videos and photos of the Goods and/or Works. The above-mentioned use for Marketing Purposes by one Party will be notified to the other Party by email on a case-by-case basis and this Party shall have the right to deny its consent by email within 5 (five) days.

15.5.2 For the sake of clarity, Comau shall have the right to use for Marketing Purposes: a) photos-videos of the Goods and/or Works taken in Comau premises and not showing Purchaser's products, data or information; and b) the description of the Goods and/or Works without references to Purchaser's name, logo and products information.

15.6. **Severability**

If any one or more of the provisions contained in the Contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any Applicable Law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the Parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.

15.7. **Data Protection**

15.7.1 To the extent that Comau has any Personal Data relating to any employee or agent of Purchaser and/or Purchaser has any Personal Data relating to any employee or agent of Comau, each Party shall be a data controller in respect of such Personal Data which shall be held and processed only for the purposes of the performance by the Parties of their respective obligations under the Agreement and matters ancillary thereto and each Party shall process such data strictly in compliance with and be responsible for its own adherence to Data Protection Laws.

15.7.2 Each Party shall ensure that it has in place at all relevant times all of the notices and consents necessary to allow it lawfully to transfer Personal Data to the other Party.

15.7.3 The Purchaser shall not transfer any Personal Data relating to Comau its officers employees, servants, agents or other personnel out of the United Kingdom with the express prior consent in writing of Comau and subject to whatever safeguards Comau may require.

15.7.4 Processing of the Personal Data by Comau or by Purchaser under the Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this article 16.

15.7.5 Subject-matter of processing: Comau or Purchaser personnel contact details.

15.7.6 Duration of the processing: for such time as is necessary to perform administer and enforce the Agreement or such longer period as may be required by law.

15.7.6 Nature and purpose of the processing: to communicate with the other Party in order to manage, perform, administer and enforce the Agreement and other activities reasonably ancillary to the same.

15.7.7 Type of Personal Data: contact emails, telephone number and business address.

15.7.8 Categories of Data Subjects: Employees, officers and workers of the Parties.

15.7.9 Specific processing instructions: None.

15.8. **Anti-Facilitation of Tax Evasion**

Both Parties shall:

15.8.1 comply with the Criminal Finances Act 2017 (as applicable) in particular but not limited to ensuring they shall have appropriate policy/ies and procedure(s) in place to prevent the commission of any offence of failure to prevent the criminal facilitation of tax evasion or any other offence under the said Act; and

15.8.2 not engage in or allow the engagement in by any associated person (“associated person” as defined in the Criminal Finance Act 2017 and in case of an associated person of that party only the extent only that the party is aware of it and can reasonably prevent it) any activity that amounts or would amount if committed to an offence under the said Act.

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15.9. **Anti-Bribery and Corruption**

15.9.1 Each Party shall comply with applicable Bribery Laws and each shall use all reasonable endeavours to ensure that: i) all of that Party's personnel; ii) all of that Party's subcontractors; and iii) all others associated with that Party; involved in performing services for or on behalf of that Party or otherwise involved with the Agreement so comply.

15.9.2 Without limitation to article 15.9.1: i) neither Party shall (directly or indirectly) offer or give or request, agree to receive or accept any bribe, other improper payment or advantage or bribe any UK or foreign public official in breach of applicable Bribery Laws; and ii) each Party shall implement, maintain and enforce adequate procedures designed to prevent persons associated with that party engaging in conduct which contravenes the Bribery Act 2010.

15.9.3 Each Party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in sub-articles 15.9.1 and/or 15.9.2.

15.9.4 The expressions "adequate procedures", "associated with" and "foreign public official" shall be construed in accordance with the Bribery Act 2010 and associated guidance published under that Act.

15.10. **Modern Slavery Act**

15.10.1 The Purchaser represents and warrants that at the date of the Agreement:

15.10.1.1 to the best of its knowledge:

- (i) it is in no way complicit with, involved in and/or associated with slavery and/or human trafficking; and/or
- (ii) no suppliers or providers of goods and/or services to the Purchase is in any way complicit, involved in and/or associated with slavery and/or human trafficking;

15.10.1.2 neither it nor any of its officers, employees or other persons associated with it:

- (i) has been convicted of any offence involving slavery and/or human trafficking; and
- (ii) having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking.

15.10.2 The Purchaser understands that if it is established that these statements are false, that this will be deemed to be a repudiatory breach of the Agreement which will allow Comau to terminate the Agreement with immediate effect under article 13.2.1. In the event of such termination Comau will be entitled to all and any damages associated with and/or arising out of that breach and/or termination.

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SECTION B – SPARE PARTS

16. DEFINITIONS

In this section B:

“**Goods**” means the spare parts for Comau equipment to be provided by Comau to the Purchaser under a Contract.

17. SPECIFIC TERMS OF SUPPLY

Quantity, type, conditions of shipping and packaging and delivery dates of Goods shall be agreed by the Parties in the Contract.

18. WARRANTY

18.1. Comau warrants the good quality and proper operation of the Goods for 12 (twelve) months from the delivery date, provided that the Purchaser, in case of defects, sends written notice to Comau describing the discovered defects within the mandatory term of 8 (eight) days from its occurrence.

18.2. Warranty stated in this article only covers defects resulting from events occurred before the delivery of the Goods (i.e. faulty fabrication, use of defective components, etc.).

Warranty shall not apply in case of:

- a) non-compliance with Comau’s operational and/or maintenance instructions;
- b) normal wear and tear;
- c) repair or modification to the Goods not carried out by Comau or carried out without Comau’s prior consent;
- d) use of non-authorized software or spare or replacement parts;
- e) use of third party controls operating above the limits of the mechanical arms;
- f) improper use or use of the Goods outside their scope as described in the technical specifications;
- g) non-compliance with Comau's storage, installation, operation or environmental requirements.

18.3. For repaired or replaced parts the warranty period will be 6 (six) months from the date of the repair or replacement. Such extension of warranty period shall be limited to the repaired or replaced part and not extended to the whole Good.

18.4. Comau shall intervene directly or by means of duly appointed third parties to check the defect / non-operation notified by the Purchaser. Any technical intervention performed by the Purchaser without Comau’s previous written agreement will imply the expiration of the warranty.

18.5. Whenever the defects notified are verified by Comau, Comau shall decide in its own discretion whether to repair or to replace the defective Good. In case of repair or replacement under warranty, Comau shall bear the costs and expenses deriving from the repair or replacement. Any other cost or expense including, by way of example but not limited to, cost of shipping of defective parts to the Comau plant specified by Comau (if replacement activities are carried out by the Purchaser), travel and accommodation costs, shall be excluded.

18.6. The warranty does not include logistic activities related to technical intervention and/or repairs carried out with the aid of cranes, overhead cranes, forklifts and/or any other means. Therefore, the Purchaser guarantees its support during all phases of Comau intervention.

18.7. All other warranties not expressly included in these General Terms are excluded to the fullest extent permitted by applicable law. Comau specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

18.8. For the sake of clarity, unless otherwise expressly agreed in writing between the Parties, Comau is not aware of the use or application of the Goods. Choice of the Goods, configuration, programming and development of the related application for which the Goods are to be used are at the Purchaser’s sole risk and costs. Comau liability shall be excluded in case of problems arising from the applications mentioned above and/or in the industrial environment where the Goods are used

19. PRICE AND PAYMENT

19.1. Contract Price for the Goods is detailed in the Contract. Unless otherwise expressly agreed in writing between the Parties, the Price is quoted according to delivery terms detailed in the Contract (ICC INCOTERMS ® 2020).

19.2. Contract Price is not inclusive of any taxes and levies, including withholding tax, nor of packaging, transport, insurance, assembly and other possible additional costs, which shall be paid, if any, by Purchaser in addition to the Contract Price.

19.3. Purchaser shall pay the Contract Price to Comau in accordance with the terms and conditions stated in the Contract. The payment

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shall be made in full, without set-off, counterclaim or withholding of any kind.

19.4. In case of late payment, Comau shall be entitled to:

- a) obtain late payment interest from the day on which payment was due. Interests shall be calculated according to applicable law without prejudice to Comau's right to claim damages for any greater loss due to the delay in payment; and/or
- b) suspend, after having notified the Purchaser in writing, the delivery of the Goods or the other activities under the Contract, if any, until payment is credited; and/or
- c) terminate the Contract by notice in writing to the Purchaser and claim compensation for the losses incurred.

SECTION C – REPAIR ACTIVITIES

20. DEFINITIONS

In this Section C:

- **“Equipment”** means the equipment owned by the Purchaser and to be repaired under a Contract.
- **“Defect”** means a malfunction related to an Equipment;
- **“Defect Detection”** means the activities necessary to detect the fault in the Equipment.
- **“Works”** means the repair activities to be carried out by Comau. Except as otherwise agreed in writing between the Parties, repair activities will be those detailed in the Offer.

21. OFFER, PRICE AND PAYMENT

21.1. Upon request by the Purchaser reporting a Defect, Comau will remotely check the backup data of the Equipment and will provide the Purchaser with an Offer detailing:

- results of the backup data;
- provisional, non-binding list of parts to be replaced or repaired and related prices;
- other repair activities that may be necessary;
- hourly rates applicable for the intervention.

21.2. If backup data of the Equipment are not available or not appropriate to detect the Defect, upon prior written confirmation by the Customer Comau will carry on the Defect Detection directly on site and then will issue the Offer with the contents described in article 21.1 plus the price for the Defect Detection.

21.3. On receipt of the Offer, the Purchaser will confirm Comau if to proceed or not with the Works. If the Purchaser:

21.3.1 decides not to proceed with the Works, then the Customer will pay to Comau the price for the Defect Detection carried out according to article 21.2;

21.3.2 decides to proceed, Comau will carry out the Works and the Parties will sign a final report. Comau will then provide the Purchaser with the Contract Price and will send the related invoice within 10 (ten) days from the date of the final report.

22. WARRANTY

22.1. Comau guarantees that: a) the Works will be carried out with proper professional care and b) spare parts and other materials used in the Works are free from defects. The duration of this warranty is 6 (six) months for repaired parts and 12 (twelve) months for replaced parts, both from the date of the Works.

22.2. There is no guarantee, express or implied, on the technical capability and availability and/or the production requirements of the Equipment during and after the execution of the Works.

SECTION D – TECHNICAL ASSISTANCE / MAINTENANCE CONTRACTS

23. GENERAL

In this Section D:

- **“Corrective Maintenance”** means maintenance/repair operations necessary as a result of a failure of an Equipment and to be performed urgently following detection of the failure by Comau or the notification of the failure by the Purchaser to Comau.
- **“Equipment”** means the equipment owned by the Purchaser and involved in the Works, as agreed between the Parties and identified in the Contract.
- **“Preventive Maintenance”** means maintenance interventions carried out at pre-determined time intervals which is intended to minimize the failure probability of the Equipment
- **“Works”** means the Preventive Maintenance to be carried out by Comau as described in the Contract. Works can also include Corrective Maintenance if suggested by Comau after the Preventive Maintenance results and if accepted by the Purchaser.

24. SCOPE OF THE ACTIVITIES

- 24.1. Scope of the technical assistance and maintenance contracts is to provide the Purchaser with the Works as agreed in the Contract.
- 24.2. The Offer issued by Comau and the related Contract for technical assistance and maintenance will contain all the specific details agreed between the Parties including:
 - a) description of the Works;
 - b) duration of the Contract (that generally is for one or three years);
 - c) additional services that can be bought by the Purchaser (for example spare parts, lubricants and additional maintenance). For the sake of clarity, spare parts, lubricants and other materials are excluded from the Works and the scope of the Contract unless expressly requested by the Purchaser and included as option.
- 24.3. Additional maintenance, including extraordinary interventions, that may be advisable and/or necessary after the evaluation carried out with the Works are not included in the Contract and, if requested by the Purchaser, will be agreed in writing in a separate Contract.

25. PRICE AND PAYMENT

Price for the Works is defined in the Contract as: a) fixed fee for Preventive Maintenance; plus b) spare parts and other materials used for the Works; plus c) hourly fee and travel costs calculated according to the rates defined in the Contract.

26. SITE AND SAFETY MEASURES

- 26.1. In case of changes to the Equipment carried out by the Purchaser or third parties, the Purchaser shall promptly inform Comau in order to comply with health and safety rules and the other terms of these General Conditions. The Parties will then agree on necessary amendments to the Contract (if any) and failing such agreement, Comau shall have the right to terminate the Contract upon a 7 (seven) Working Days written Notice. Article 13.2 applies to such termination.
- 26.2. Comau will inform the Purchaser in advance of the date of the Works in order to allow the Purchase to organize its activities and to comply with obligations under the Contract including, but not limited to articles 7, 31 and 32.
- 26.3. Comau is entitled to suspend the Works at any time in the event that health and safety of its personnel or personnel of the Purchaser or any third party is not guaranteed or in case of breach by the Purchaser to its obligations under articles 7, 31 and 32. Idle time for Comau personnel due to such reasons and/or to unavailability of the Equipment will be invoiced to the Purchaser according to the hourly rates defined in the Contract.

27. FINAL REPORT AND APPROVAL

- 27.1. After the execution of each single intervention related to the Works, Comau will provide the Purchaser with a report detailing the activities carried out including costs calculation according to article 25. The Purchaser will verify and accept the report in writing.

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28. WARRANTY

- 28.1. Comau guarantees that: a) the Works will be carried out with proper professional diligence and care and b) spare parts and other materials used in the Works are free from defects. The duration of the warranty for such spare parts or materials is: i) 6 (six) months for repaired parts; or ii) 12 (twelve) months for replaced parts, both from the date of the Works. Comau will inform the Purchaser about the type of parts used in order to specify the duration of the warranty.
- 28.2. There is no guarantee, express or implied, on the technical capability and availability and/or the production requirements of the Equipment during and after the execution of the Works.

SECTION E – PLANT ACTIVITIES (RETOOLING-REFURBISHMENT-UPGRADE)

29. DEFINITIONS

29.1. In this Section E:

- **“Acceptance”** has the meaning given in article 35.3 i).
- **“Acceptance Date”** means the date of the Acceptance
- **“Acceptance Notification”** has the meaning given in article 35.2 ii).
- **“Changes”** has the meaning given in article 33.1.
- **“Minor Defects”** means those defects which are not affecting either production or quality, which do not impede the operation of the Goods and/or Works and/or which could be corrected during the Warranty Period and/or whose amount is not exceeding the 1% of the Contract Price.
- **“Notification”** means the written notice to be given by Comau to the Purchaser as soon as the Goods and/or Works are completed in accordance with the contract and Comau is ready to carry out the taking-over test.
- **“Preliminary Acceptance”** means pre-delivery inspection completion of the Goods by the Parties, as set out in the Technical Specification and/or in the Contract.
- **“Preliminary Acceptance Certificate”** means a certificate executed by the Parties upon the completion of the Preliminary Test and confirming that the Parties have carried out a preliminary inspection of the Goods and that the Goods are compliant with the Technical Specification.
- **“Preliminary Test”** means the testing of the Good at the Comau’s premises, as set out in the Technical Specification and/or the Contract.
- **“Product Part”** means any and all, production component or whatsoever part (by way of example and not of limitation: car body parts, powertrain parts, battery parts etc) which shall be supplied by the Purchaser in order to allow Comau to properly supply/execute the Good and/or Works under the Contract and the Parties to carry out the Taking-over tests and Acceptance.
- **“Technical Specifications”** means the technical specifications regarding the Works, as agreed between the Parties in the Contract.
- **“Warranty Period”** has the meaning defined in article 34.2.

29.2. In this Section E and as defined in article 1.1 **“Work(s)”** means the work to be performed by Comau under the Contract. However, the following definitions may be used by the Parties in the Offer and/or in the Contract to better identify the Works from an industrial and business perspective, provided that each of them will fall under the “Work(s)” definition for the purposes of the Contract:

- **“Retooling”** consists in creating or adapting tooling and programs for processing a modified or new part in a manufacturing system. This may include the adaptation of automation and ancillary equipment.
- **“Refurbishment”** means the restore of a machine close to its initial state (replace worn parts, set-up geometry, replace old or malfunctioning components). Often associated to some upgrading services.
- **“Upgrade”**: upgrade an existing equipment with a new option or updated technology, software or components, bestowing the machine with upgraded performance or functionality (e.g. faster controller, safety upgrade ...).

30. COMAU’S PARTICULAR OBLIGATIONS

30.1. Unless otherwise agreed by and between the Parties in writing and subject to the terms and conditions set forth herein Comau shall: (i) comply with the Timetable; (ii) comply with the Technical Specifications; (iii) subject to article 4 (including but not limited to article 4.5) provide Purchaser with the technical documentation; (iv) supply/install/build the Goods and/or Works to/in the Site in accordance with the terms and conditions set forth in the Contract.

31. PURCHASER’S PARTICULAR OBLIGATIONS

31.1. Unless otherwise agreed by and between the Parties in writing, according to the Timetable Purchaser shall: (i) provide Comau free of charge with the necessary assistance and cooperation to enable Comau to perform the Works, including providing Comau with all the relevant information, technical documentation, drawings and data in its possession relevant for the execution of the Contract; (ii) provide Comau free of charge with certain services in the Site (including by way of example and not of limitations,

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security, fire-fighting, battery charging, etc.) and equipment (including by way of example and not of limitations lifting equipment, cranes, forklifts, etc.); (iii) allow Comau to use, free of charge, certain areas and facilities in the Site (including locker rooms, toilets, canteen, offices, garages, warehouses, areas used for the storage of equipment and tools, etc.); (iv) supply to Comau the Utilities free of charge; (v) supply lubricants, fuel, consumables and materials of any kind required for final adjustment and taking-over test.

- 31.2. Purchaser shall provide Comau, free of charge, with the necessary cooperation through its personnel should this be requested by Comau in order to carry out the Works (such as by way of example and not of limitation the taking-over test activities, etc.).
- 31.3. Purchaser shall provide Comau, free of charge, Product Parts compliant with Technical Specification and consumables for equipment adjustment, as it will be necessary during the execution of the Contract and in particular during the taking-over tests.

32. PREPARATORY ACTIVITIES

- 32.1. Purchaser shall in accordance with the Timetable: (i) give or procure Comau the right to access the Site in proper and safe conditions according to any and all applicable laws and regulations as may be necessary in order for Comau to properly execute the Works; (ii) grant or procure Comau the availability of the Utilities; (iii) inform Comau in writing of all relevant safety regulations in force at the Site and in the country where the Site is located and applicable to Comau; (iv) ensure that Comau's personnel are able to obtain access to internationally acceptable hygiene facilities and medical services; (v) provide Comau with a Site layout with all proper indications (by way of example and not of limitation: positioning of walls, height, service drops for air, water and electrical supplies zone by zone, etc.) integrating such lay out according to Comau specific needs.
- 32.2. Comau is entitled to suspend or not to start the Works at any time in the event that health and safety of its personnel or personnel of the Purchaser or any third party is not guaranteed or in case of breach by the Purchaser to its obligations under articles 7, 31 and 32.
- 32.3. Should Purchaser fail or delay to fulfil any of the obligations set forth in article 32.1, the Timetable shall be modified in writing accordingly by the Parties and Comau shall not be liable to Purchaser.
- 32.4. Should Comau be prevented to perform its obligations under the Contract because of Purchaser's default, article 13.1 shall apply.

33. CHANGES

- 33.1. Purchaser shall be entitled to ask for changes to the Goods and/or Works or portion of the same (the "Changes") until the Acceptance Date. Requests for Changes shall be made in writing by Purchaser to Comau and shall contain complete description of the Changes required, the related Technical Specification and time schedule.
- 33.2. The Parties shall jointly evaluate if such Change(s) shall be carried out or not and if Changes, whether proposed by Purchaser or by Comau or required by applicable laws, are such as to require adjustments to the Contract Price and/or the Timetable and shall agree in writing such adjustments. For the avoidance of doubt, Comau shall be under no obligation to carry out any Changes until the Parties have agreed in writing the resulting modifications to the Contract Price, the Timetable and/or any other terms of the Contract which might be necessary or reasonable to modify in the circumstances of the Change concerned.
- 33.3. Should the Parties fail to reach an agreement on the cost or feasibility of any Changes, then the Change will not be applied.

34. TECHNICAL WARRANTY

- 34.1. Comau hereby represents and warrants to Purchaser as follows:
 - i) the Works shall be provided in compliance with the Contract and the Technical Specifications;
 - ii) the Goods and/or Works shall be free from material defects in design and in workmanship and shall be of satisfactory merchantable quality as far as they are used within conditions and according to Comau's operation and maintenance guide.
- 34.2. Unless otherwise provided in the Contract, the Goods and/or Works supplied by Comau to Purchaser are guaranteed for 12 (twelve) months (the "Warranty Period") from the Acceptance Date during which Comau shall provide the technical warranty service to Purchaser as better described in the Contract.
- 34.3. During the Warranty Period, Purchaser shall notify by written notice any defects and/or damages to Comau within 5 (five) Working Days from discovery. The notice shall contain a description of the defect and Purchaser shall give Comau the opportunity of inspecting the concerned Goods and/or Works at the Site. On receipt of Purchaser's notice, Comau shall remedy the notified defect within the term agreed upon by the Parties in the Contract.
- 34.4. Should Purchaser fail to notify such defects and/or damages within the above referred period, Comau shall be under no obligation to provide the technical warranty service for the defects and/or damages concerned and any intervention which

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may be requested by Purchaser shall be at Purchaser's cost, expenses and risk.

- 34.5. The technical warranty services shall not cover:
- (i) damages caused by Purchaser's disregard of Comau's operational and/or maintenance instructions;
 - (ii) normal wear and tear;
 - (iii) repair or modification of any element of the Goods and/or Works not carried out by Comau or carried out without Comau's prior consent or repairs carried out improperly by Purchaser;
 - (iv) use of non-authorised software, spare or replacement parts;
 - (v) use of the Goods and/or Works outside their scope as described in the Technical Specifications; nor
 - (vi) non-compliance with Comau's storage, installation, operation or environmental requirements.
- 34.6. Comau's liability does not apply to defects arising out of the design or materials provided by Purchaser or activities procured by Purchaser.
- 34.7. The Warranty Period of the Good and/or Works is not extended as a result of any replacement of parts made by Comau, except for the specific part so replaced, for which the Warranty Period shall start from the replacement date.
- 34.8. Any service or parts provided by Comau outside the scope of this warranty shall be charged to the Purchaser at Comau rates and prices in force at that moment.
- 34.9. The warranties contained in this article 34 are the sole and exclusive warranties provided by Comau to Purchaser and are in lieu of any and all other warranties.

35. TAKING-OVER TESTS AND ACCEPTANCE

35.1. The procedure and criteria of the acceptance are set forth in the Technical Specification and/or in the Contract.

35.2. Taking-over Tests

- i) Taking-over tests of the Goods and/or Works shall be carried out in accordance with the procedure and timing detailed in the Contract or, if not so specified, shall be carried out in accordance with the general practice and usages existing in the appropriate branch of the industry in the country where the Goods and/or Works are supplied. Unless otherwise expressly agreed in writing by the Parties, Comau shall issue the Notification and immediately after receipt of the Notification, the Purchaser shall give notice in writing to Comau proposing the earliest date on which the tests can be carried out and shall make any necessary arrangements in order for the taking-over tests to be organized. It is agreed and understood that the Parties shall do their best efforts to agree as soon as reasonably practicable upon the date for the execution of the taking-over tests which, in any case, shall start no later than 7 (seven) Working Days from the Notification.
- ii) After the expiration of the eighth Working Day after the receipt by the Purchaser of the Notification, should: (i) an agreement on the date of execution of the taking-over tests not be reached between the Parties as per article 35.2 i) for reasons not attributable to Comau; or (ii) the Purchaser be unwilling to have the taking-over tests carried out, with or without a cause; or (iii) the Purchaser impede the proper fulfilment of the performance of the taking-over test or refuse to sign the taking-over tests protocol without cause; then the Goods and/or Works shall be deemed to have been taken over and accepted by Purchaser at the date of receipt from Purchaser of a specific notification (the "Acceptance Notification"), and the Contract Price shall have to be paid by Purchaser to Comau with effect on the date of receipt by the Purchaser of the Acceptance Notification.
- iii) Except for the case in which the Acceptance Notification is issued, upon the successful completion of the taking-over tests, the Parties shall issue and sign a taking-over tests protocol stating such a successful completion
- iv) If, as a result of the taking-over tests, the Goods and/or Works are found to be defective or not in compliance with the Contract, a protocol shall be prepared by the Parties stating the reasons of the failure. On the base of such protocol Comau shall promptly make all the necessary actions to ensure that the Goods and/or Work comply with the Technical Specifications, and thereafter the taking-over tests shall be repeated after a new Notification is given by Comau according to article 35.2 i).
- v) In case of discovery of Minor Defects, Purchaser shall sign the taking-over tests protocol according to article 35.2.iii). Comau undertakes to cure such Minor defects within the terms agreed by the Parties in the protocol and Purchaser shall pay any portion of Contract Price which is conditional upon the issuance of the taking over test protocol.
- vi) Purchaser shall bear all costs related to the taking-over tests except for the costs related to Comau's personnel. Purchaser shall also: a) install free of charge and in due time any apparatus necessary to carry out the taking over test (by way of example and not of limitation: washing machine, pressing machine) provided that Comau shall supply only the apparatus

specified in the Contract; and b) according to article 31.3 provide or supply any and all Product Parts of suitable consistency and quality necessary to carry out the taking-over tests and Acceptance.

35.3. Acceptance

- i) Acceptance shall occur upon satisfaction of the following conditions (the “Acceptance”):
 - a) completion of the taking-over tests, according to article 35.2;
 - b) written approval by the Purchaser of the technical documentation provided by Comau and its completeness.
- ii) If for reasons not attributable to Comau, it becomes impossible to complete Acceptance, Purchaser shall pay Comau the Contract Price as if the Acceptance had taken place and the Warranty Period shall start to run from the 41st (forty-first) calendar day after signature by the Parties of the taking-over tests protocol.

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SECTION F – TRAINING

36. DEFINITIONS

In this Section F:

- “**Services**” means the training activities to be carried out by Comau as agreed with the Purchaser (including, by way of example, scope of the training, number of attendees, language and Timetable) and described in the Contract.

37. HEALTH AND SAFETY

37.1. Whenever the Services have to be performed not in remote, article 7 applies.

38. COMAU OBLIGATIONS

38.1. Comau shall perform the Services based on the commercial requests and technical information provided by the Purchaser, with its organization and its own experience.

38.2. Unless expressly agreed in writing between the Parties, the obligations of Comau shall be limited to the delivery of the Services according to the Timetable. Comau will use reasonable endeavors to ensure that the Services will be provided with reasonable skill and care and professional standards commonly used for the same kind of activities.

39. PURCHASER'S OBLIGATIONS

39.1. Purchaser shall provide Comau with all relevant information to perform the Services in a timely manner. Should Comau request additional information, Purchaser shall supply the requested information within the time limit agreed between the Parties. Purchaser assumes the risk of any problems resulting from the content, the accuracy, the completeness and the consistency of such information made available to Comau.

39.2. Subject and without prejudice to article 37.1, if the Services have to be performed at Purchaser's premises (or other premises decided by the Purchaser), Purchaser shall: (i) provide Comau free of charge with the necessary assistance and cooperation to enable Comau to perform the Services, (ii) provide adequate training room(s), facilities and other necessary resources, including, but not limited to, whiteboard, video-projector etc.

39.3. Purchaser shall be responsible for ensuring that each attendee has the technical and language knowledge necessary to attend the training.

39.4. Failure by an attendee to attend the training, for any reason whatsoever, shall not entitle Purchaser to any price reduction or change to Timetable unless expressly agreed in writing with Comau.

39.5. Attendees are not allowed and must refrain from taking pictures and/or making audio or video recordings during the training.

40. TIMING

40.1. The Services shall be performed by Comau according to the Timetable. However, unless otherwise expressly agreed in writing, the Timetable is not to be considered as essential for the Parties.

41. CHANGES

41.1. Purchaser shall be entitled to ask for changes to the Timetable and/or the number of attendees Services up to 4 (four) weeks prior to the starting date of the Services.

41.2. Requests for changes shall be made in writing by Purchaser to Comau and shall contain complete description of the changes required. Comau will evaluate if such change(s) are feasible or not and the Parties shall agree in writing the resulting changes to the Contract Price and the Timetable. For the avoidance of doubt, Comau shall be under no obligation to carry out any changes until the Parties have agreed in writing such modifications.

42. MATERIALS AND CERTIFICATION

42.1. Purchaser acknowledges that the training materials provided by Comau (if any) are Background Intellectual Property of Comau and may not be disclosed other than to the attendees or used for any purposes other than for the training purposes agreed in the Contract. The training materials cannot be copied in any form or translated without the prior written consent of Comau.

42.2. Purchaser acknowledges that the training materials provided by Comau (if any) do not constitute any user's, operating or

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maintenance manual for any equipment, system or process. Comau has no obligation to provide the Purchaser with any update to the training materials.

- 42.3. Unless otherwise agreed in writing, the Services shall not constitute the granting by Comau of any certification, authorization, or qualification to operate, modify, manage, install, commission or maintain any equipment, systems or processes, or to deliver any training in such respect.

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SECTION G – REMOTE ASSISTANCE

43. DEFINITIONS

In this Section G:

- **“Equipment”** means the equipment owned by the Purchaser and involved in the Remote Assistance, as agreed between the Parties and identified in the Contract.
- **“Remote Assistance”** means technical support provided by Comau through qualified and trained personnel aimed to analyse and, where possible, rectify defects and/or faults of the Equipment. Remote Assistance is provided by means of online communication (audio and video) and, if expressly agreed, through data transmission.

44. GENERAL

44.1. Details of the Remote Assistance including:

- a) audio and video systems to be used, as well as possible additional devices, and
 - b) operational procedures (contact numbers and Timetable)
- are defined in the Contract.

44.2. As a general and pivotal principle of remote assistance services, the Parties agree that any and all decision and the responsibility for interventions on the Equipment will rest with the Purchaser.

44.3. Unless expressly agreed in writing in the Contract, the Parties agree that:

- a) technical operations and activities on the Equipment will be carried out only by the Purchaser’s personnel;
- b) Remote Assistance is not intended to replace nor reduce the maintenance and repair activities on the Equipment.

44.4. The Parties agree that, also having regard to article 44.3 b), Remote Assistance is not intended as a fixed and defined set of activities to be implemented on the Equipment. Moreover, remote assistance related technology is evolving in the market. Therefore, the Parties agree that on a case by case basis possible adjustments to the Contract will be agreed in good faith to take advantage of experience and evolving technologies.

44.5. Except as otherwise agreed in writing by the Parties, internet and/or phone connection in the Site necessary to provide Remote Assistance is the responsibility of the Purchaser.

45. COMAU’S OBLIGATIONS

45.1. Subject to article 44.4, Comau guarantees that the Remote Assistance will be carried out with proper professional care and according to the generally recognized standard for this kind of service.

45.2. There is no guarantee by Comau, express or implied, on the technical capability and availability and/or the production requirements of the Equipment during and after the execution of the Remote Assistance, irrespective of any possible intervention carried out by the Purchaser according to article 44.2.

46. PURCHASER’S OBLIGATIONS

46.1. Purchaser shall be responsible for ensuring that each of its employees selected to deal with Comau personnel providing Remote Assistance has the technical and language knowledge necessary to properly manage the Remote Assistance services and activities.

46.2. The Purchaser undertakes to.

- a) properly train and keep updated its personnel who has to deal with the Remote Assistance;
- b) to maintain the Equipment in proper conditions and in full compliance with all the applicable laws and regulations, including, but not limited to, health and safety requirements.

46.3. If the Equipment has been supplied by Comau, then the Purchaser undertakes to inform Comau about changes made to the Equipment.

46.4. The Purchaser undertakes to steadily provide Comau with all the updated technical documentation of the Equipment

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46.5. The Purchaser is responsible for data backups for the Equipment.

46.6. The Purchaser acknowledges and agrees that the obligations defined in this article 46 are crucial to properly provide the Remote Assistance.

47. SITE ASSISTANCE

47.1. If, subject to obligations defined in article 44.2 and 44.3, the intervention by the Purchaser supported by the Remote Assistance does not solve the defect of the Equipment, the Purchaser can request to Comau the repair activities on Site according to the other Sections of the General Terms.

48. LIABILITY

48.1. Article 5 of Section A is replaced by this article 48 for the purposes of Section G.

48.2. To the maximum extent permitted under Applicable Law and notwithstanding anything to the contrary in the Contract, neither Party shall, whether arising in contract, tort (including negligence), warranty, strict liability or otherwise howsoever, in no event be liable to the other Party for: a) special, indirect or consequential loss or damage; b) loss of business or of contractual benefit; c) loss of profit; d) loss of turnover; e) wasted expenditure; f) loss of contracts or custom; g) loss of or damage to goodwill and reputation; in each case whether direct or indirect provided that this shall not operate so as to limit or exclude the liability of Purchaser to pay the Contract Price.

48.3. Without prejudice to article 48.2 above, both Parties shall not be liable for damages or delays arising from connection data issues, data corruption and loss of data.

48.4. Without prejudice to articles 48.2 and 48.3 above, Comau's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or under any indemnity or otherwise, shall be limited to a sum equal to the Contract Price.

48.5. Nothing in the Contract shall limit or exclude the liability of either Party for: (a) death or personal injury resulting from negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited by the Applicable Law.

48.6. This article 48 shall survive termination of the Contract.