



General Conditions of Supply
Easydot Srl a socio unico
(hereinafter indicated as Easydot)

I. Formation of the Contract

1.All Easydot offers are subject to change without notice.
2.These general conditions apply to any business relationship of Easydot with its customers. They are, however, only applicable if the customer is an entrepreneur in reference to Article 2082 of the Italian Civil Code, a legal entity under public law and a separate property under public law.
3.The documentation is considered confidential by Easydot: emails, attachments, reproductions, drawings, plans, descriptions, quotations or any other document produced by Easydot for the Customer or Supplier, in connection with the contract, (the "Circulation") remain the property of Easydot, including all copyright, design rights, patents, patent applications and any other rights or inventions, trade names, know-how, logos and designs, services and trademarks contained in them. The documentation is to be treated as secret and confidential by the Customer or Supplier and must not be copied or saved in databases or storage devices, nor made public and shared with third parties.
4.Any consent to the "Circulation" may be given by Easydot only in writing and is valid only for that particular case and does not entitle the Customer or Supplier to perform the same action again. The Customer or Supplier or Supplier must ensure that information disclosed to third parties is treated as confidential and secret. The Customer or Supplier shall not use the "Circulation" or allow third parties to use the information disclosed for purposes other than those for which it was authorized and under the terms of the contract.
5.If the contract is not concluded between the Customer or Supplier and Easydot, all documents provided to the Customer or Supplier in preparation for the contract shall be returned to Easydot at its request, and the Customer or Supplier warrants that no photocopies, copies, films or recordings have been made on any such media and that such documentation shall not remain in direct or indirect possession. Any right of retention of such documents by the Customer or Supplier, for any legal reason whatsoever, is excluded. The Customer or Supplier shall allow an authorized representative of Easydot, upon reasonable notice, access to its property for the purpose of inspecting and collecting the documents relating to the "Circulation". To the extent that the "Circulation" is no longer necessary to fulfill the purpose for which it was authorized, the material subject to the "Circulation" must

be returned to Easydot and in any case must be returned at the end of the contract.

6.Any quotation made by Easydot can only be converted into a contract with only a written order by the Customer or Supplier followed by a written confirmation by Easydot, or a written order confirmation by Easydot if the parties have already unofficially agreed the terms, or if there is a purchase agreement signed by both parties.

II. Content and Scope of the Contract

1.The content and scope of Easydot's obligations are exclusively governed by the terms set out in Easydot's written order confirmation or in the supply contract, as well as by these General Conditions of Supply. Details and characteristics contained in it are only guaranteed in accordance with the Italian Civil Code.

2.The Customer or Supplier must receives from Easydot the information and directives necessary for the execution of the contract. However, this does not constitute any consultancy agreement. Such agreement may only be in writing.

3.Measurements, weights, performance, operating characteristics, space and energy requirements are calculated in the projects, reproductions and descriptions attached or referred to in Easydot's offer or order confirmation or supply contract. The customer does not have to consider them accurate because they are approximate and not only, as they may deviate from the actual performance and/or at the start of production.

4.The same applies to the written and figurative content in advertising brochures and sales documents which are intended to explain and promote Easydot's products and services without representing a performance obligation for Easydot to be in exact conformity with the advertising or sales documents and without representing a guarantee. The material contained herein does not constitute a commercial description.

5.Any assortment of spare parts from the agreed supply shall be selected in accordance with standard practice to the best of Easydot's knowledge and belief.

6.The supply of Easydot complies with the European safety regulations (EC Machinery Directive, in particular EN1010 and subsequent amendments) in force at the time of conclusion of the contract. The Customer or Supplier must inform Easydot of any changes to this safety standard at the latest at the time of ordering, so that such changes can be agreed separately between the parties.

7. Easydot reserves the right to make changes and/or additions to the accessories and equipment added (excluding the type of press and its basic equipment), without prior notice, if the interests of the Customer or Supplier are not materially affected.

8. Oral agreements are invalid and may not be used as a basis for claims. Any additions to or changes of these terms and conditions shall not be binding for Easydot unless expressly agreed in writing by Easydot. This also applies to any change to this requirement of a written form.

9. The transfer of claims or rights from the Customer or Supplier to a third party requires Easydot's prior written consent.

III. Delivery times

1. The agreed delivery period could delay by four successive calendar weeks without Easydot being liable. The obligation to deliver within the agreed delivery period shall apply if the delivery takes place by the last day of the week of delivery in question.

2. Easydot's obligation to deliver within the agreed terms is subject to the fulfilment of the contractual obligations by the Customer or Supplier. The delivery period therefore starts from the day on which the Customer or Supplier has fulfilled his obligations as set out in the contract or in a secondary contract and has fulfilled the cooperation obligations that are necessary during the execution of the contract - such as obtaining authorisations, other documents and/or release declarations - and the Customer or Supplier has made available to Easydot the equipment necessary for the execution of the contract and/or the accessories object of the contract for installation and assembly purposes, and the advance payments by the Customer or Supplier as contractually agreed have been received by Easydot.

3. Easydot is entitled to make partial deliveries. Delivery times are respected if Easydot has notified the Customer or Supplier within the delivery terms that the delivery item is ready for shipment or that the delivery item has left the factory.

4. Delivery times can only be fulfilled if delivery to Easydot is made correctly and on time.

5. Delivery times shall be extended accordingly in the case of measures which fall within the scope of legitimate industrial disputes, including, but not limited to, strikes or lockouts, and in the case of force majeure, war and terrorist acts, transport accidents or other unforeseen circumstances beyond Easydot's control or which cannot be reasonably resolved, to the extent that it can be demonstrated that such circumstances have a material influence on the production or delivery of the object of contract. This also applies where such circumstances arise for subcontractors. The circumstances described above shall not be Easydot's responsibility even if they occur

during an already existing delay period. Easydot will notify the Customer or Supplier as soon as possible of the beginning and the end of such circumstances. This extension also applies in the event that the Customer or Supplier does not fulfil his/her cooperation obligations during the execution of the contract despite Easydot having sent a reminder and set a reasonable deadline.

IV. Shipping Delay

1. If the shipment or receipt of the object of contract is delayed for reasons attributable to the Customer or Supplier, Easydot will charge the costs resulting from such delay. Starting 10 calendar days after notification of readiness for shipment, 1 per cent of the invoice value shall be charged for each following week's beginning of delay, or Easydot may possibly retain the object of contract or part thereof and/or set a reasonable time limit for the performance of the contract and, after an inconclusive expiration of the time limit, dispose of the object of contract or parts thereof, without prejudice to any right of Easydot to claim the obligations of purchasers.

2. Delays that occur in the country of installation are charged to the Customer or Supplier.

3. If Easydot fails to deliver on time and the purchaser suffers losses as a result, Easydot is entitled to claim compensation for the delay. Claims for damages shall be limited - to the exclusion of any further claims - to 0.25 per cent for every two weeks of delay that has expired, but shall not exceed an amount equal to 2.5 per cent of the total value of that part of the contract that cannot be used, cannot be used on time or cannot be used for the intended purpose of the contract due to the delay on the part of Easydot.

4. If Easydot is liable for non-compliance with the latest possible delivery time, the Customer or Supplier is entitled, provided that it has set a reasonable time limit in writing and has informed Easydot of its refusal to accept performance, to withdraw from the contract within a further period of four weeks from the last day of the agreed time limit. If the Customer or Supplier does not exercise the right of withdrawal within the prescribed period, or if he does not do so in writing, or if Easydot is ready to make delivery before the purchaser has declared to withdraw from the contract, the purchaser loses the right to withdraw from the contract.

5. Further claims arising from a delay in delivery shall be governed solely in accordance with the provisions of paragraph X.

V. Transfer of Risk / Acceptance

1. The performance of Easydot is done ex factory, therefore the risk of accidental loss and accidental deterioration or damage to the object of the contract or parts of it passes to the Customer or Supplier at the time when the object of the same:

-leaves the Easydot factory, or
-is delivered by Easydot to the shipper/carrier on the instructions of the purchaser, or
-is refused by the purchaser despite the fact that Easydot has sent a shipping notice or is not shipped by Easydot because of

-the non-fulfilment by the Customer or Supplier of its payment obligations.

2. Partial deliveries are permitted, on condition that they are not unacceptable to the Customer or Supplier.

3. At the start of the installation work, the purchaser must provide a dust-free, heated building, sufficient space for the discharge, electrical connection points, water and air supply, and ventilation. The purchaser shall also provide installers with a large lockable room for the storage of valuables and tools, lockers and toilets, as well as a telephone that can be used free of charge by Easydot personnel for work purposes during assembly and commissioning. This must also be provided for repair and warranty work.

4. If Easydot sends the contract item and the Customer or Supplier is unable to prove at the time of the transfer of risk that there is transport and assembly insurance in his name and at his expense which covers the value of the contract item, Easydot is entitled to take out insurance on behalf of and at the expense of the Customer or Supplier. The Customer or Supplier hereby confers irrevocable authority for this purpose.

5. In the event that the shipment and / or receipt of the object of contract is delayed or delayed due to circumstances beyond Easydot's control, the risk shall pass to the Customer or Supplier on the day of notification of readiness for shipment and/or receipt.

6. At the request of Easydot, the Customer or Supplier shall participate in a test relating to the subject matter of the contract and shall agree and sign a test certificate to be countersigned by Easydot, specifying the results. The certificate must contain all complaints; otherwise, Easydot's performance shall be considered as approved and free from defects.

7. The Customer or Supplier is not permitted to refuse to accept Easydot's performance of the contract due to minor defects which do not significantly reduce the suitability for use or the practical value of the object of the contract. If the parties cannot agree on the cause, condition, nature, significance and/or effects of the error, each party shall be entitled to take the necessary steps to establish its supporting evidence; the necessary approval for this purpose shall be granted reciprocally and irrevocably. If such proof is not provided within four weeks of the date of acceptance, Easydot's performance shall be deemed to have been approved and accepted by the Customer or Supplier without reservation. The same

applies if the Customer or Supplier has started to use the object of the contract or parts thereof.

8. If the Customer or Supplier does not accept the object of the contract or parts thereof or if delivery of the object of the contract or parts thereof is postponed at the request of the Customer or Supplier, Easydot has the right to choose between the following actions:

-to postpone the acceptance period and to claim reimbursement of the expenses incurred by the purchaser in such postponement

-to store the object of the contract or parts thereof and to charge the Customer or Supplier for the costs arising therefrom at a rate of at least 1 per cent of the invoice value for each week or part thereof, from 10 days after Easydot has notified the Customer or Supplier in writing of its availability and ability to deliver the object of the contract or parts thereof; or

-Withdraw from the contract after setting a period of four weeks and claiming damages from the purchaser amounting to 100 percent of the total purchase price. In this case Easydot reserves the right to prove damages in excess of this amount and to claim compensation for such damages. In the event that the Customer or Supplier demonstrates that Easydot has suffered damages of less than 100 per cent, Easydot shall only be entitled to the reduced amount.

VI. Reservation of Ownership

1. The object of the contract and/or parts thereof shall remain the property of Easydot until the Customer or Supplier has fulfilled all payment or cooperation obligations under the contract towards Easydot and no other payment is in progress from the Customer or Supplier towards Easydot, regardless of whether such sums have become due or not. Alternatively or in addition, Easydot is entitled to pledge.

2. During the retention of title period, the Customer or Supplier shall have the right to take possession of the object of the contract and to use it in the normal course of its business provided that it has fulfilled its retention of title obligations in accordance with the provisions of this Article VI and has not been unduly in default or in arrears with payments.

3. The Customer or Supplier irrevocably authorizes Easydot, at its own expense, to insure the object of the contract with retention of title against all risks, including theft, breakage, fire, water and any other damage, as well as against deterioration and accidental loss, if the Customer or Supplier has not provided proof of this insurance for Easydot despite the fact that Easydot has indicated to the Customer or Supplier terms for the provision of such proof. The Customer or Supplier assigns to Easydot all rights and claims arising from such insurance policy, including the right of notice, the right to make changes to the policy and, in the event of damage,

the right to receive payment of insurance claims, and Easydot accepts such assignment. Easydot is entitled to notify the insurance company of this task at any time.

4.The Customer or Supplier shall not be entitled to sell, mortgage, pledge, transfer property as security, lease or otherwise assign the object of the contract to any third party, whether in material or legal form, whether for a consideration or free of charge.

5.The Customer or Supplier is obliged to inform Easydot immediately in the event of a legal charge, performance or other action in relation to the subject matter of the contract by a third party.

6.In the event that Easydot allows the Customer or Supplier in written form to transfer, sell or further transfer to third parties, for consideration or free of charge, the object of the contract, the Customer or Supplier represents Easydot at any time, either on a declared or secret basis. The Customer or Supplier is therefore obliged to disclose the ownership rights to third parties and to assign the current reservation of ownership. The Customer or Supplier assigns to Easydot and Easydot accepts the assignment of all rights and claims arising for the Customer or Supplier in such cases, including those of joint ownership and co-ownership, use and delivery, as well as the transfer of the resulting material and/or financial rights, without prejudice to the Customer's or Supplier's obligations under the sales contract entered into with Easydot. The same applies if the Customer or Supplier finances the object of the contract, which is subject to reservation of title, by means of financial agreements with third parties against Easydot's will and without revealing the rights and claims of the latter, thereby causing the loss of ownership of the same.

7.If the Customer or Supplier delays the performance of his contractual obligations, he is obliged to return the subject matter of the contract which is under retention of title and Easydot, after notification, has the right to take possession of it at any time, remove it and sell it privately and apply the revenue to all outstanding payments due to Easydot by the Customer or Supplier, including interest and costs arising or already arising from necessary repairs, expert fees, transportation, packaging, depreciation and legal and court costs in any order chosen by Easydot.

8.The Customer or Supplier is responsible for the expenses sustained or to be sustained by Easydot for the elimination of the rights of third parties, in particular in cases where such expenses cannot be requested or recovered by third parties.

9.In particular, for supplies in areas beyond Italian jurisdiction, the Customer or Supplier undertakes to take all measures and submit to the authorities and other institutions all declarations necessary to ensure the reservation of title or similar rights. Notwithstanding this

direct commitment, the Customer or Supplier irrevocably authorises Easydot to submit on its own behalf and at its expense all declarations necessary to guarantee Easydot's rights.

10.The Customer or Supplier is obliged to provide for the registration and official approval of the reservation of title and/or the right of pledge, insofar as this is necessary for its validity at the place of installation. In addition, Easydot may do so at the expense of the purchaser.

11.A bankruptcy proceeding entitles Easydot to withdraw from the contract and to demand the immediate return of the object of contract.

VII. Price and Payment

1.Payment under the contract must always be made to Easydot's head office.

2.The agreed price of the contract item is "ex works", plus all statutory taxes, duties and customs duties, including but not limited to withholding tax. It does not include, for example, shipping costs as required by the Customer or Supplier, transportation, loading and unloading, packaging, adaptation of transport vehicles, duties, withholding taxes or other payments to the authorities of the country of the Customer or Supplier. These will be charged to the Customer or Supplier separately.

3.Easydot is entitled to charge the Customer or Supplier any amount of turnover or value added tax that may be due at a later date if the payment obligation arises after the invoice has been issued and / or paid.

4.All costs relating to the handling of customs formalities (including stopping times for commercial vehicles, containers, etc.) are charged to the Customer or Supplier.

5.Payment to Easydot must be made without charge, by cheque or bank transfer or irrevocable letter of credit issued by the Customer or Supplier in good time before the transfer of risk.

6.If payment of the object of the contract is financed by a loan or a leasing contract, the purchaser assigns to Easydot all payment rights of the lender bank or leasing company and all other rights that may arise therefrom, and Easydot accepts such assignment. The assignment and acceptance of bills of exchange or cheques by Easydot is only permitted for performance purposes. The costs arising from such assignment shall be borne by the Customer or Supplier. Easydot has the right to notify the bank or leasing company of this transfer at any time. The Customer or Supplier is obliged to inform the financing institution of the reservation of title and to prove to Easydot, upon request, that he has done so.

7.The Customer or Supplier shall not be entitled to compensate, in whole or in part, its claims against Easydot's payment claims, unless Easydot has acknowledged the existence of such rights or has ascertained their legal effectiveness in legal proceedings.

8.If the purchaser exceeds an agreed payment date, interest on the amount due to Easydot shall be charged from the agreed payment date at the rate of 8 per cent above the base rate in force at that time, but no less than the rate which can be shown to be the usual bank interest rate for overdrafts. Easydot is entitled to prove and charge higher damages in case of late payment.

9.In the event of any delay by the Customer or the Supplier in paying any amount due to Easydot or any part thereof by the due date, all sums due to Easydot by the Customer or the Supplier (including all Easydot's claims in respect of any ongoing transaction) shall become immediately due and interest on the basis thereof shall be payable from the day on which the amount is due until the date on which payment is made and interest shall accrue after and before any judgment is given. The same applies if a bill of exchange or cheque issued by the Customer or Supplier and accepted by Easydot is not honoured due to circumstances caused by the Customer or Supplier. In this case, any further agreements to postpone payment by means of bills of exchange will no longer be valid.

10.In the event that the Customer or Supplier delays in fulfilling the payment obligations deriving from one or more commercial transactions or does not issue a letter of credit despite its obligation to do so, Easydot shall have the right to exercise any other right that Easydot may have in the event of non-payment of the sums due on the due date:

-to refuse to deliver the object of the contract to the Customer or Supplier and to store it at the expense of the Customer or Supplier or to dispose of it in any other way;

-refuse the performance of any other commercial transaction or warranty obligation until the Customer or Supplier has made the outstanding payments or fulfilled its cooperation obligations.

-In such cases, Easydot also has the right to choose whether to withdraw from the contract.

11.Easydot has the right to set off any credits, due or not, even potential, towards Easydot or a company in which Easydot holds a direct or indirect shareholding of at least 50%, towards the Customer or Supplier or towards one of the mentioned companies. Upon request, the purchaser will be informed of the extent of Easydot's investment in the companies concerned.

12.Set-off by the Customer or Supplier is only permitted in the case of legally established or undisputed claims or claims recognised by the courts.

VIII. Warranties

1.For material defects of new contractual items, accessories and equipment Easydot shall grant the following warranties - to the exclusion of any other rights - except those referred to in paragraph IX:

-Easydot warrants that the material is free from defects at the time of passing of risk to the Customer or Supplier.

-The warranty period begins on the day the object of contract is ready for production and lasts 12 months.

2.In the event that the shipment and/or installation and/or production of the contract item is delayed and Easydot is not responsible for such delay, the warranty period shall end at the latest eighteen months after the day of the transfer of risk.

3.Parts ordered and purchased by the Customer or Supplier from third parties and installed by Easydot are not guaranteed by Easydot, on the condition that Easydot has not charged for the purchase of these parts, but has installed them and has only charged for the installation work.

4.For parts of machines, groups and accessories purchased and/or obtained by the Customer or Supplier, Easydot does not give any guarantee about their functioning or the absence of defects. The Customer or Supplier undertakes to connect or integrate into the machine only the machine parts, assemblies and accessories currently available on the market. The Customer or Supplier also undertakes to inform Easydot of the nature and extent of such integrations prior to their installation, and to construct or attach them only after express written technical authorisation by Easydot, under penalty of exclusion of any liability on the part of Easydot. In this regard, the Customer or Supplier acts at its own risk. In the event of a breach of this obligation, the Customer or Supplier shall be obliged to exonerate Easydot from any liability (including, by way of example but not limited to, claims for damages, warranties and product liability) deriving from the installation of the said components and shall be liable towards Easydot for any damages resulting therefrom.

5.Notifications of defects by the Customer or Supplier must be submitted to Easydot immediately in writing and Easydot must have the opportunity to examine the subject matter of the contract on site to ascertain the legality of the notification of defects. Should the Customer or Supplier fail to comply with this obligation, Easydot shall be entitled to refuse the performance of warranty work relating to the alleged defect.

6.Easydot can choose whether warranty work on the defective parts covered by the contract should be carried out in the form of improvement work or repair or replacement of the defective parts.

7.Removed and replaced parts will become the property of Easydot. In principle, warranty work will be carried out by Easydot free of charge on Italian working days and during normal working hours. With the exception of travel expenses, board and lodging, and any other expenses not related to the supply of labor that may be required will be borne by the Customer or Supplier. If the

Customer's or Supplier's production requires a service that goes beyond normal working hours, the Customer or Supplier shall bear all additional costs that may arise.

8.The Customer or Supplier grants Easydot unrestricted and, at its request, uninterrupted access to the object of contract for any improvement, repair or replacement work that Easydot deems necessary and the Customer or Supplier makes available to Easydot, free of charge, for information and assistance, an employee who is familiar with the object of contract. This applies for the period required by Easydot for improvement work and repair and/or replacement of parts; otherwise Easydot shall be exonerated from any liability and from the costs and consequences that arise therefrom.

9.The Customer or Supplier shall not be entitled to carry out work on the object of the contract directly for the purpose of examining and/or correcting defects or to have such work carried out by third parties, unless the operational safety of the object of the contract is compromised and/or the defect risks causing disproportionate damage or Easydot is late in fulfilling its warranty obligations. In such cases Easydot is obliged to reimburse the Customer or Supplier for the reasonable costs necessary to correct the defect.

10.If the Customer or Supplier or third parties perform improvement or repair work improperly, Easydot assumes no responsibility for any damage resulting therefrom. The same applies to changes to the subject matter of the contract which are made without the approval of Easydot.

11.In the event that the notification of the defect by the Customer or the Supplier is legitimate and costs are incurred for the repair of the object of the contract or for the delivery of the spare parts, Easydot shall bear the costs of the spare parts, including shipping costs (standard rate) as well as the costs of disassembly and installation and, if necessary, the costs of the technicians and assistants provided by Easydot. The payment of all additional fees by Easydot is excluded.

12.In the case of the supply of spare parts or services by third parties, the Customer or Supplier has the right to receive any guarantee and/or compensation guaranteed by the supplier.

13.In the case of improvement or repair work carried out by Easydot or spare parts supplied by Easydot, the warranty period shall end at the end of the warranty period applicable to the subject matter of the contract.

14.Within the limits of the legal provisions, the Customer or Supplier has the right to withdraw from the contract if Easydot - in consideration of all the legal exclusions - does not respect a deadline established for the repair or replacement work to eliminate a defect. If the defect is minor, the Customer or Supplier is only entitled to a reduction of the Contract Price. The right to a price reduction is otherwise excluded.

15.The guarantee period for service work and the supply of spare parts is six months from the end of the service work or the delivery of the spare parts.

16.A prerequisite of a warranty claim is that the claim is not one that has been caused by the following:

- Improper use or misuse, incorrect installation or operation by the Customer or Supplier or any third party, normal wear and tear, neglect, incorrect or neglected maintenance or repair, unsuitable operating equipment, replacement materials, faulty construction work, unsuitable ground or construction foundations, unsuitable installation location, chemical, electrochemical and electrical influences, provided they are not attributable to Easydot.

17.In the event that the use of the object of contract, in particular the violation of industrial property rights and copyrights in the country of installation, causes a defect of law, Easydot shall procure at its own expense the right to further use or modify the equipment in a reasonable manner for the Customer or Supplier, so that no further violations of industrial property rights occur. If this is not economically reasonable or if it is not possible within a reasonable time, the purchaser has the right to withdraw from the contract. In such circumstances Easydot also has the right to withdraw from the contract. In addition, Easydot will indemnify the Customer or Supplier for claims that have not been contested or recognised by a final judgment of the respective owner of the proprietary rights. In case of infringement of industrial property and copyright rights, the Easydot obligations as declared in Section VIII.16 are final, subject to the provisions of Section IX.2 They are only applicable if:

- the Customer or Supplier notifies Easydot without delay of any claims of infringement of industrial property or copyright;

- the Customer or Supplier reasonably supports Easydot in its defence against such claims or allows Easydot to make such changes;

- Easydot is entitled to use all means of defence, including out-of-court settlements;

- the defect of title is not based on any instruction from the Customer or Supplier;

- the infringement has not been caused by arbitrary modifications by the Customer or Supplier or by modifications by the Customer or Supplier which are not in conformity with the contract.

18.No warranty is given on any second-hand contract item, accessories or equipment.

IX. Withdrawal

1.If the Customer or Supplier has the right to withdraw from the contract according to these terms and conditions and if the Customer or Supplier withdraws from the contract within the terms and conditions due, Easydot will reimburse the Customer or Supplier for the

loss of interest incurred at a rate of up to one per cent of the price agreed for the object of the contract, subject to proof of loss. Additional rights of the Customer or Supplier are excluded. This limitation does not apply in case of delay caused by intent or gross negligence on the part of Easydot or the persons employed for the fulfilment of the obligation.

2.The Customer or Supplier may withdraw from the contract even if

-it becomes definitively impossible for Easydot to fulfil all its obligations before the transfer of risk;

-it becomes impossible for Easydot to fulfil part of its delivery obligations and the Customer or Supplier proves that he has a legitimate reason to refuse partial performance of Easydot. If the Customer or Supplier does not prove this, he shall be entitled to a reduction in the purchase price equal to a percentage proportional to the value of the part of the total value of the contract not executed.

3.In case of withdrawal from the contract, the Customer or Supplier shall return the object of contract to Easydot notwithstanding any further action under this article. Easydot is entitled to recover the object of contract at the Customer's or Supplier's premises. The provisions of Section XII shall apply accordingly. In the event that the Customer or Supplier is late in returning the object of contract to Easydot, he/she shall be liable for any accidental damage or impossibility of returning the object of contract until Easydot has full and direct possession thereof.

4.In case of withdrawal from the contract by the Customer or Supplier for reasons not attributable to Easydot, the latter may require the Customer or Supplier to pay damages for

-costs caused or likely to be caused by the contract, such as commissions, retrofitting costs, transport, packaging, assembly and dismantling costs, insurance premiums, taxes, general administrative costs, financing and collection costs, as well as the loss of unjustified flat-rate interest at a rate of at least 8 % of the value of the object of the contract, with Easydot retaining the right to claim and prove a higher amount of damages;

-deterioration, loss or inability for any other reason to surrender the subject matter of the contract. Easydot is entitled to set off the outstanding debt against payments received from the Customer or Supplier, including but not limited to down payment.

5.Easydot may also claim compensation for the use of the object of contract if the value of the object of contract has depreciated between the completion of the installation and the complete and direct repurchase by Easydot. Depreciation should be calculated on the basis of the difference between the contract purchase price and the current market value determined on the basis of

the sale price or, where no further sale is possible, on the basis of estimates by a certified valuer.

6.In case of withdrawal by Easydot for reasons borne by the Customer or Supplier, paragraph IX.4 shall apply by analogy, it being understood that a damages compensation equal to 20% of the Contract Price has been agreed, while it reserves the right to prove the compensation of damages higher than this amount.

X. Liability

1.The provisions of paragraphs VIII and X.2 apply - to the exclusion of further claims by the Customer or Supplier - in the event that the Customer or Supplier cannot use the object of contract for the intended purpose in accordance with the contract due to Easydot's fault, due to the failure or incorrect submission of proposals and advice before or after the conclusion of the contract or for breach of other collateral contractual obligations - in particular in the use and maintenance manuals of the delivered goods.

2.For damages not directly suffered by the object of the contract itself, Easydot will be liable - for any reason whatsoever - only in the following cases:

-intent,

-serious negligence on the part of the legal representatives or the executive officers,

-culpable injury to life and health,

-fraudulent not detection of a defect or if the absence of a defect has been guaranteed by Easydot,

-defects in the goods supplied, insofar as liability for personal injury and damage to property is mandatory under the Product Liability Act.

-In case of culpable breach of contract conditions, Easydot is also liable for gross negligence of non-managerial staff and for slight negligence, in the latter case limited to the specific damage of the contract, reasonably foreseeable.

-Further claims against Easydot are excluded.

3.Furthermore, Easydot will not be liable in the following cases:

-interference in the subject matter of the contract or any part thereof by the Customer or Supplier or any third party without the prior consent of Easydot; or

-interference with the subject matter of the contract or any part thereof or any alterations approved by Easydot but improperly made by the Customer or Supplier or any third party; or

-in cases resulting from the area of responsibility of the customer, such as operational errors, unfulfilled cooperation obligations or unfulfilled obligations to be fulfilled in advance; or

-services established by the Customer or Supplier.

4.If Easydot's liability is excluded or limited, this also applies to the personal liability of employees, collaborators, legal representatives and assistants. In

circumstances that fall within the scope of the control and risk of the Customer or Supplier, the latter has the burden of proving this.

XI. Recovery of possession

In the event of incorrect performance of its payment obligations or of any other breach of the contract, the Customer or Supplier is obliged to renounce, at Easydot's request, the possession of the object of the contract, without prejudice to the other rights and the maintenance of the contract in force. In addition, Easydot may in this case at any time provisionally take possession of the object of the contract. Recovery of possession does not affect the exercise of the right of withdrawal. To this end, the Customer or Supplier grants Easydot access to the premises where the contract item is located. It shall provide all necessary assistance during recovery and shall not be entitled to any compensation.

XII. Period of limitation

All claims of the Customer or Supplier - for whatever reason - are subject to a limitation period of 12 months. In the event of intent or a claim under the Product Liability Act, the statutory limitation periods shall apply. They shall also apply to defects in the construction of buildings or in the contractual items which would normally have been used for the construction of a building and which have caused the defect.

XIII. Software

Where the software is included in the scope of delivery, the Customer or Supplier shall be granted the exclusive right to use the software provided and the related documentation. Use of the software is only permitted in connection with the contract for which it is intended. Use of the software on more than one system is prohibited. The Customer or Supplier may reproduce, review, translate or transform the software from the object code to the source code only to the extent permitted by law. The Customer or Supplier undertakes not to remove the manufacturer's data - in particular any reference to copyright - and not to modify them without the prior and explicit approval of Easydot. All other rights to the software and its documentation, including rights to copies, remain with Easydot or the software provider. The granting of sublicenses is not allowed. The Customer or Supplier authorises Easydot irrevocably and without limitation to establish an electronic connection to the equipment (including, but not limited to, modem connection), as well as to retrieve, manage and use the data.

XIV. Jurisdiction

Any dispute arising out of this agreement shall be submitted to the regional court which shall have jurisdiction at the place of Easydot's registered office. Easydot also has the right to bring an action before the

court having local jurisdiction over the Customer's premises.

XV. Final Provisions

1. Any dispute arising out of this agreement shall be submitted to the regional court which shall have jurisdiction at the place of Easydot's registered office. Easydot also has the right to bring an action before the court having local jurisdiction over the Customer's premises. Any commercial transaction concluded between Easydot and the Customer or Supplier who purchase in the performance of the commercial activity shall be governed by these General Conditions of Supply as well as by the law of the Italian Republic, to the exclusion of all other general conditions - even if not expressly indicated by Easydot - and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

2. Any clause of these General Conditions of Supply which is or may be null and void or inapplicable shall be considered, to the extent of such invalidity or inapplicability, severable and shall not affect the other clauses of these General Conditions of Supply. Any provision that may be invalid or unenforceable must be replaced by an appropriate provision agreed in writing.