

## GENERAL TERMS AND CONDITIONS OF SALE – TATTILE S.r.l.

### 1. Definitions and interpretation

**1.1.** The following general terms and conditions of sale (“**GTC**”), govern all present and future offers, acceptance of offers and the entire life of the contractual relationship between the Buyer and the Company, and shall bind the Buyer starting from the moment of acceptance of the commercial offer made by the Buyer. The following definitions and rules of interpretation apply in these GTC.

**1.2.** Definitions:

**Buyer:** the person, firm or company purchasing, within the scope of their business activities, the Goods from the Company;

**Company:** Tattile S.r.l. a socio unico, Via Gaetano Donizetti 1, 25030 Mairano (BS) - Italy, VAT Nr. IT03463200984;

**Parties:** Buyer and the Company jointly;

**Party:** Buyer and the Company individually;

**Contract:** the contractual relationship between the Buyer and the Company, encompassing the commercial offer made by the Company, the order issued by the Buyer, the order confirmation issued by the Company and these GTC;

**Delivery:** means the place and time at which the Company makes the Goods available to the Buyer;

**Goods:** any goods agreed in the Contract to be supplied to the Buyer by the Company, including any part or parts of them.

**1.3.** A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

**1.4.** Definitions in the singular include the plural and, in the plural, include the singular.

**1.5.** Headings do not affect the interpretation of these GTC.

**1.6.** Any reference made to trade terms (such as EXW, CIP, etc.) is deemed to be made to Incoterms® published by the International Chamber of Commerce and current at the date of closing of this contract.

### 2. Application of terms

**2.1.** Subject to any variation under section 2.6, these GTC shall apply to the Contract with the express exclusion of any other terms and conditions, including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document.

**2.2.** By placing orders for Goods, the Buyer is deemed to have accepted these GTC.

**2.3.** Any counter-confirmations referring to the own conditions of the Buyer are hereby contradicted; general conditions from the Buyer shall only be deemed to be accepted by the Company in the sole case they are accepted explicitly and in writing.

- 2.4.** Any information or data relating to technical features and/or specifications of the Goods contained in dépliant, price lists, catalogues and similar documents shall be binding only to the extent they are expressly referred to in the Contract.
- 2.5.** No terms or conditions endorsed on, delivered with or contained in the purchase order of the Buyer, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.6.** These GTC apply to all sales of the Company and any variation to these GTC and any representations about the Goods shall have no effect, unless expressly agreed in writing and signed by an authorized representative of the Company.
- 2.7.** The Company reserves the right to revise and make changes to the present GTC from time to time to reflect changes in market conditions affecting its business, changes in technology, and/or changes in the capabilities of its system. The Buyer will be subject to the GTC in force at the time the Buyer ordered the Goods from the Company. Every order or acceptance of an offer for Goods by the Buyer is considered an expression of the Buyer's intent to purchase Goods under these GTC. The Company reserves the right to make any necessary or suitable change to the Goods that, while not altering their essential features, is deemed necessary.
- 2.8.** No order placed by the Buyer shall be deemed to be accepted by the Company until a written order confirmation is issued by the Company or, if earlier, the Company delivers the Goods to the Buyer.
- 2.9.** Any offer made by the Company to a prospective Buyer will include a reference to these GTC and each order placed by the Buyer following the offer of the Company imply the application of the GTC.

### **3. Delivery**

- 3.1.** Unless otherwise agreed in writing by the Company, Delivery of the Goods shall take place "EXW (2020 ICC INCOTERMS®)" at the Company's warehouse / premises indicate in the commercial offer.
- 3.2.** Within 7 (seven) days from the Company's notification that the Goods are ready for Delivery, the Buyer is required to retrieve the Products, unless otherwise agreed in writing between the Parties.
- 3.3.** Any dates quoted or agreed for Delivery of Goods are approximate only and Company shall not be liable for any delay howsoever caused, even in the case of written notice from Buyer intimating the Delivery.
- 3.4.** Subject to the other provisions of these GTC, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the Delivery of the Goods (even if caused by the failure of the Company), nor shall any delay entitle the Buyer to terminate the Contract.
- 3.5.** If – for any reason - the Buyer fails to perform the advance payment, or to collect the Goods when they are ready for the Delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorizations:
- (a) risk in the Goods shall pass to the Buyer, including for loss or damage caused by the negligence of the Company;

(b) the Company may store the Goods until Delivery, whereupon the Company shall be entitled to charge the Buyer an amount equal to 0.5% of the price of the Goods, for each month or fraction of a month of delay in accepting the Delivery, as consideration for the storage and preservation of the Goods themselves or, alternatively, shall have the right to claim reimbursement of the actual costs incurred (including, without limitation, storage and insurance) and;

(c) the Company shall formally notify the Buyer to fulfill the payment or to proceed with the collect of the Goods made available by the Company at the time of Delivery. If the Buyer fails to adhere to the formal notice mentioned above for a period exceeding 3 (three) months, the Company reserves the right to terminate the Contract due to breach and withhold any sums paid by the Buyer. This without prejudice to the right of the Company to seek any additional compensation for damages resulting from non-payment, delayed payment, failure or delay in collecting the Goods made available by the Company with the Delivery.

**3.6.** Any delay caused by force majeure (as defined in section 8 of these GTC) or by acts or omissions of the Buyer (*e.g.* the lack of indications which are necessary for the supply of the Goods), shall not be considered as a delay for which the Company could be deemed responsible or liable.

**3.7.** The Company is entitled to deliver Goods that constitute only a part of the order placed by the Buyer if:

- the partial Delivery can be used by the Buyer for the contractually specified purpose;
- the Delivery of the remaining goods is assured; and
- this does not cause the Buyer substantial additional work or expenses (unless the Company has expressly declared that it will bear the related costs).

**3.8.** The Company may increase / reduce the quantity of the delivered Goods to the Buyer by up to 10% (ten percent) of the agreed total Delivery volume, which shall be reflected in the invoice. The Buyer undertakes to accept the Goods that are delivered within these tolerance limits and shall not derive any claims from such deliveries.

**3.9.** Whatever the Delivery term agreed between the Parties is, should the Company cooperate in relation to operations of loading of the Goods, directly by its employees or by third parties on behalf of the Company, such operations shall be carried out at the Buyer's sole and total risk.

**3.10.** Any complaints relating to packing, quantity, number or exterior features of the Goods (apparent defects), shall be dealt with in accordance with the procedure outlined below in section 7 of these GTC.

**3.11.** In general, Goods will be supplied in cardboard boxes on pallets: possible requirements for different packing must be specifically agreed in writing with the Company.

#### **4. Partial / Non delivery**

**4.1.** The quantity of Goods delivered, as documented by the Company at the time of Delivery, shall serve as conclusive evidence of the quantity received by the Buyer upon Delivery, unless the Buyer can provide alternative evidence proving the contrary.

**4.2.** The Company shall not be liable for any partial or non-delivery of Goods even if caused by the failure or negligence of the Company, unless the Buyer gives written notice to the Company of the partial or non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.

**4.3.** The liability (and following obligation) of the Company for partial or non-delivery of the Goods shall be limited to:

- (a) delivering the Goods ordered under the Contract (in case of non-delivery);
- (b) delivering the missing Goods (in case of partial delivery); and/or
- (c) cancelling the order by issuing a credit note against any raised invoice, if any, and by taking back any partially delivered Goods, if any.

The above remedial actions shall take place within a reasonable time and at the Company's sole discretion.

## **5. Risks, Title of Ownership**

**5.1.** The Goods are at the risk of the Buyer from the Delivery.

**5.2.** Whenever the Company should have waived to the upfront payment stated in section 6.3, ownership of the Goods shall not pass to the Buyer until the Company has received in full, in cash or cleared funds, all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums due to the Company from the Buyer on any account.

**5.3.** Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as a bailee of the Company;
- (b) store the Goods (at Buyer's expenses) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the property of the Company;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on behalf of the Company for their full price against all risks to the reasonable satisfaction of the Company. On request, the Buyer shall produce the relevant insurance(s) to the Company.

**5.4.** On termination of the Contract, howsoever caused, the provisions of this section shall remain in effect.

## **6. Price and payment conditions**

**6.1.** Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the initial commercial offer and subsequently confirmed in the order confirmation as per section 2.5.

**6.2.** Unless otherwise agreed by the Company in writing, Goods prices include standard packaging in standard cardboard boxes. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage, transport, insurance, export and import customs operations, issuance of certificates (such as certificates of origin, certificates of inspection), and all other necessary documents, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods. In addition, unless otherwise agreed, prices do not include costs related to the return, removal and disposal of packaging.

**6.3.** Unless otherwise agreed by the Company in writing, full advance payment of the full price of the relevant order shall be deemed to be the general payment condition. The advance payment must be credited to the Company's account at least 3 (three) days before the agreed date of Delivery.

**6.4.** No payment shall be deemed to have been received until the Company has received cleared funds.

**6.5.** If the Parties have agreed on payment on open account, payment must be made, unless specified otherwise, within 30 (thirty) days from the date of invoice, by bank transfer. Payment is deemed to be made when the respective sum is at the Company's disposal at its bank in Italy. If it is agreed that payment must be backed by a bank guarantee, the Buyer must put at the Company's disposal, at least 30 (thirty) days before the date of delivery, a first demand bank guarantee, issued in accordance with the ICC Uniform Rules for Demand Guarantees by a primary Italian bank and payable against on simple declaration by the Company that he has not received payment within the agreed term.

**6.6.** If the Parties have agreed on payment by documentary credit, the Buyer must, unless otherwise agreed in writing, take the necessary steps in order to have an irrevocable documentary credit, to be issued in accordance with the ICC Uniform Customs and Practice for Documentary Credits (Publication n. 500), and notify the Swift code to the Company at least 21 (twenty-one) days before the agreed date of Delivery. In case the Swift code is notified to the Company with delay, the delivery date shall be postponed accordingly. Unless otherwise agreed, the documentary credit shall be confirmed by an Italian bank agreeable to the Company and will be payable on demand. If the Parties have agreed on payment against documents (documentary collection) payment will be, unless otherwise agreed, Documents Against Payment.

**6.7.** Unless otherwise agreed, any expenses or bank commissions due with respect to the payment shall be for the Buyer's account.

**6.8.** The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

**6.9.** If the Buyer fails to pay the Company any sum due pursuant to the Contract within the term set forth in these GTC (or any other term specifically agreed with the Company), the Buyer shall be liable to pay interest to the Company on such sum, automatically and without the necessity of a prior notice in accordance with the Italian Legislative Decree nr. 231/2002, from the due date for payment, accruing on a daily basis until payment is made. All the foregoing shall in any case be without prejudice to compensation for further damages that the Company may suffer as a consequence of the Buyer's default.

## **7. Warranty and defective Goods**

**7.1.** The Company undertakes to remedy and/or repair any defects, lack of quality or non-conformity of the Goods occurring within 24 (twenty-four) months from the Delivery of the Goods, provided such defects have been timely notified by the Buyer in accordance with these GTC and the applicable law.

**7.2.** Longer warranty periods will apply only if specifically agreed in writing.

**7.3.** The Company shall be entitled to opt for repairing or replacing the defective Goods. The Goods repaired or replaced under the warranty will be covered by the same guarantee for a period of 6 (six) months starting from the date of repair or replacement. Goods withdrawn by the Company for purpose of replacement shall be considered the exclusive property of the Company.

**7.4.** The Company does not guarantee that the Goods conform to special specifications or technical features or that they are suitable for particular usages except for the characteristics which have been expressly agreed upon in the Contract or in documents referred to for that purpose in the Contract.

**7.5.** The Buyer shall not be entitled to return the Goods unless specifically and preventively authorized by the Company.

**7.6.** After such authorization, the Buyer shall ship the Goods to the Company's place of business under the DAP ICC Incoterms<sup>®</sup> condition; the Buyer undertakes to declare – on shipping documents (such as proforma invoices, CMR's, AWB's) – the value for customs purposes that the Company shall recommend prior to shipment.

**7.7.** The warranty referred to in section 7.1 shall apply only if:

- a) the Buyer gives written notice of the defect to the Company within 8 (eight) days from the Delivery (in case of obvious defects) or from the time of discovery of defects by the Buyer (in case of hidden and non-obvious defects); and
- b) the Company is given the opportunity - after receiving the notice - of examining such Goods and the Buyer returns such Goods to the Company's place as per section 7.5 and 7.6, for the examination to take place there.

**7.8.** Defects and damages resulting from misuse or improper use, wear parts and consumables are excluded from the warranty.

**7.9.** For the purpose of section 7.8 above, misuse and improper use include, in particular:

- a) use other than stated under the provisions of the technical manual which is provided for free upon the Buyer's request (if no such request is made, any improper or unusual use is considered as improper);
- b) non-observance of the safety instructions in technical manual or on the packaging;
- c) technical interventions done by the Buyer or third parties, such as disassembly, modification or amendment.

**7.10.** The warranty does not apply to samples, if any.

**7.11.** Whether - after the examination carried out by the Company in accordance to section 7.7 b) - no defect is found, or if the Company determines that the defects found are attributable to misuse or improper use as per section 7.8, and in all cases where the warranty is expired or non-applicable, the Company shall charge the Buyer a claim management fee of EUR 280,00 (two hundred and eighty/00) plus VAT if applicable.

**7.12.** Minor deviations in color and shape on delivered Goods and packaging may occur for reasons of production engineering and do not therefore constitute defects.

**7.13.** Except in case of fraud or gross negligence of the Company, the Company's only obligation in case of defects, lack of quality or non-conformity of the Goods will be that of repairing or replacing the defective Goods. It is agreed that the above-mentioned guarantee (*i.e.*: the obligation to repair or replace the Goods) is in lieu of any other legal guarantee or liability with the exclusion of any other Company's liability (whether contractual or non-contractual) which may howsoever arise out of or in relation with the Goods supplied (*e.g.* compensation of damages, loss of profit, recall campaigns, etc.).

**7.14.** Except as provided for by imperative regulations to the contrary, if the Goods are resold by the Buyer to third party consumers, the latter shall not be entitled to claim against the Company any rights in addition to those due to the Buyer.



## 8. Force majeure

**8.1.** Either Party shall have the right to suspend performance of her contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond its control. These events include - but are not limited to - strikes, pandemic/epidemic and upsurge of the same, boycotts, lockouts, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy blackouts, delay in delivery of components or raw materials. In addition, force majeure events shall also encompass acts of God, earthquakes, floods, natural disasters, government actions including health-related lockdowns or restrictions, and any other events or circumstances beyond the reasonable control of the affected Party.

**8.2.** The Party wishing to make use of the present clause must promptly communicate in writing to the other Party the occurrence and the end of such force majeure circumstances.

**8.3.** Should the suspension due to force majeure last more than 8 (eight) weeks, either Party shall have the right to terminate the Contract pursuant to article 1463 of the Italian Civil Code, by sending 10 (ten) days written notice to the other Party.

## 9. Intellectual property rights

**9.1.** Unless otherwise agreed, the Company shall deliver the Goods free of third-party claims on the intellectual property rights.

**9.2.** If the Company is liable for the infringement of intellectual property rights of third parties, the Company may - at its own discretion - obtain the necessary and sufficient license to guarantee the Buyer to use the Goods for the agreed or requested purposes, or modify the Goods in such a way that the intellectual property rights are not infringed, or replace the Goods, as long as this can be done without impairing the use of the Goods for the agreed or requested purposes. If such remedies are impossible or unreasonable for the Company, the Buyer may exercise the actions to which he is entitled according to the law. Section 11 of these GTC shall apply to claims for damages.

**9.3.** The Parties acknowledge and agree that the Company is the sole and exclusive owner of any and all intellectual property rights or industrial property rights relating to, underlying and/or otherwise in any way connected with the Goods (including without limitation all rights relating to inventions, improvements, modifications, discoveries and the alike).

**9.4.** Without prejudice to any of the foregoing, the Buyer undertakes to inform the Company immediately and punctually of any behavior, initiative or conduct engaged in by any third party that is likely to infringe (or even only threatens to infringe) the intellectual and industrial property rights claimed by the Company on the Goods and of which the Buyer becomes aware in the course of the performance of its activities.

**9.5.** Any use of Company's intellectual property objects by the Buyer or third parties as the input data for the Artificial Intelligence (AI) chatbots, any other AI-generating software or tools, as well as for any programmable content-generating algorithms is not allowed without prior written permission of the Company.

**9.6.** All process data that is automatically generated in the context of the manufacturing process of the Goods (e.g. process parameters, process programs, equipment configuration - including all changes -, process results, condition of equipment, log files, failure messages etc.), (hereinafter referred to as "**Machine Data**") is owned by the Company. For the avoidance of doubt, the Machine Data shall not include information and data generated as the standard

result of the intended use of the supplied Goods (output data received as the result of use).

**9.7.** Buyer may use the Machine Data only in the context of maintenance, monitoring, repair or failure analysis in connection with the supplied Goods, and without the right of its copying or reproduction, unless Company provides its prior written consent for this. For these limited purposes, the Machine Data shall be read by the Buyer on its own, without the support of the Company.

**9.8.** Utilization of the Machine Data by the Buyer beyond the abovementioned scope, especially use of the Machine Data for development and realization of business models of the Buyer, passing of the Machine Data to a third party or any reverse engineering of Machine Data is not allowed.

## **10. Licensing of use of proprietary software**

**10.1.** The following provisions apply to Goods that include the supply of a software developed by the Company (the “**Software**”):

- a) unless specified in the commercial offer made by the Company, or otherwise agreed in writing between the Parties, through the purchase of the Goods the Buyer also acquires the right to use the Software on a perpetual basis.
- b) unless otherwise agreed in writing, the Company will be fully responsible for the installation of the software.

**10.2.** The Buyer shall not (i) disclose the content of the software to any third party without the prior written consent of the Company, (ii) copy or modify the software without the prior written consent of the Company, (iii) create works derived from the software or (iv) perform on the software de-packaging and/or reverse engineering activities. This provision shall not apply if Buyer is expressly authorized by law or contract to perform one or more of the above activities.

**10.3.** The Company has - and shall have at all time - all rights, title and ownership of any software (and related material) developed by Company and, if it is the case, supplied to the Buyer.

**10.4.** A defect in the software shall be regarded as material if it influences the functionality of the software as a whole or if it prevents operation of the software. In case of material defect in the software, the Company will remove the bug/error, to the extent such operation is useful to Buyer, solely by delivery to Buyer of a new version of the software; in such a case, the Buyer is required to cooperate with the Company sharing all the other necessary information requested by the Company.

**10.5.** Software and related materials shall be used in such a manner as to reasonably prevent use, reproduction, or disclosure to third parties in violation of the Contract.



## **11. Limitation of liability**

**11.1.** Except in cases of Company's fraud or gross negligence and mandatory statutory provisions, and without prejudice to the warranty referred to in Article 7 above, Company's liability for damages related to Goods' defects and flaws, delays or other failures shall be limited to a maximum of 50% of the value of the relevant order(s) in connection with which the damage or failure occurred.

**11.2.** Company's liability shall in all cases be subject to Buyer's compliance with the following provisions:

- a)** the Buyer will promptly inform the Company of any act or fact of which it has become aware that may give rise to the Company's liability;
- b)** immediately after providing such information, the Buyer will consult with the Company for the purpose of agreeing on the measures to be taken and reaching an agreement in accordance with the provisions of the law.

**11.3.** In no event shall the Company be liable for any claim of any third party that is the subject of any action taken or transaction entered into by the Buyer without the prior written consent or authorization of the Company.

**11.4.** Without prejudice to any other provision of this GTC, Company shall not be liable for any loss of business, loss of revenue, loss of profits, loss of data, or loss of chance (whether incurred or suffered directly or indirectly).

**11.5.** The personal liability of Company's employees, representatives, agents and consultants is also excluded or, otherwise, limited in accordance with the provisions of section 11.1 above.

**11.6.** The Buyer's responsibility to verify that the Products comply with the laws and regulations in force in the state of destination/marketing and to inform the Company of the requirements stipulated in the same. Therefore, the Company shall not be liable in any way for damages caused to the Buyer or third parties, subject to the application of mandatory legal provisions.

## **12. Data Protection**

**12.1.** The Buyer represents, warrants and undertakes that, to the extent required by applicable law, it has complied and shall continue to comply at all times with the EU General Data Protection Regulation 2016/679, the Regulation (the "GDPR") and any applicable laws in any jurisdiction relating to the processing or protection of personal data and privacy, including where applicable any guidance and/or codes issued by any relevant supervisory authority from time to time.

**12.2.** The Parties shall act as autonomous data controllers, since the performance of the Contract does not entail the processing of personal data (*i.e.* any information relating to an identified or identifiable natural person) by a Party on behalf of the other Party. In case that the activities performed by one Party under a Contract create a data processing relationship pursuant to article 28 of the GDPR, or in case a supervisory authority or a court considers the Parties to be in such relationship, the Parties shall enter into a data processing agreement meeting the requirements of article 28 of the GDPR.

**12.3.** The Buyer shall reimburse the Company for all losses, costs, claims, expenses or damages howsoever arising, which the Company may incur, or for which it may become liable as a result of or in connection with any breach or failure by the Buyer or its representatives to comply with this Section 12.

### **13. Confidentiality**

**13.1.** The Parties undertake not to disclose to third parties the "know-how" and trade secrets of which they may become aware during the fulfillment of orders, as of any "know-how" that is not generally known, and they commit their employees to the same confidentiality.

### **14. Communications**

**14.1.** All notices given under these GTC shall be sent to the address of the other Party set forth in the commercial offer made by the Company, the order issued by the Buyer and in the order confirmation of the Company. Notice will be deemed to be properly given if sent in writing. Notices shall be deemed to have been served (i) on the next working day from delivery if sent by email and (ii) on the day of receipt if sent by express courier or by registered mail.

### **15. General provisions**

**15.1.** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

**15.2.** Any amendment of or modification to this Contract shall only be effective if agreed in writing by the Parties.

**15.3.** Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

**15.4.** Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

**15.5.** This Contract constitutes the complete and exclusive statement of the agreement between Company and Buyer with respect to its subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other

communications between the Parties relating to that subject matter except for those expressly referred to in this Contract.

**16. Governing law. Jurisdiction**

**16.1.** The formation, existence, construction, performance, validity and all aspects of the Contract shall be solely governed by the law of the Republic of Italy without regard to its conflict of law principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

**16.2.** Any disputes arising from the application, execution, interpretation and violation of these GTC shall be subject to the Court of Milan (Italy).

**16.3.** Nothing in clause 16.2 above shall prevent the Company from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief, as it considers necessary.

\* \* \*

As far as anything not provided for in the offer of the Company, in the order confirmation or specifically agreed in writing with the Buyer in any other document, the relationship between the Buyer and the Company shall be governed by the GTC. Therefore, for the sake of clarity only, it is understood that, in the event of any order confirmation, the relationship between the Buyer and Tattile S.r.l. shall be governed also by the GTC.

\* \* \*

For the purpose of articles 1341 and 1342 of the Italian Civil Code, the Buyer agrees specifically on the referred sections of the GTC: 4 ("Partial / Non-Delivery"); 7 ("Warranty and defective goods"); 11 ("Limitation of liability"); 16.2 ("Jurisdiction").

On behalf of the Buyer

Signature: \_\_\_\_\_

Name and surname: \_\_\_\_\_

Quality: \_\_\_\_\_

Place \_\_\_\_\_ Date: \_\_\_\_\_