

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

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

Any Terms and Conditions of the Customer will not apply, even partially, unless expressly accepted by CANAVISIA, S.r.l., located at Via Kennedy 24, 10019 Strambino (TO), Italy.

### **1. ORDERS.**

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

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

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

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

### **2. CHARACTERISTICS OF PRODUCTS AND SERVICES.**

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

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

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

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

2.5. Unless otherwise agreed in written, any difference of the Products related to the specifications indicated in the offer by CANAVISIA or in the order confirmation by CANAVISIA that remains within the usual tolerances in the sector and/or usually accepted in business relations between the parties, will not be subjected to complaints nor it will lead to a price reduction.

2.6. The characteristics of the Products and/or Services and the documentation provided will be exclusively those indicated in the offer and/or in the order confirmation by CANAVISIA.

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

2.8. CANAVISIA manufactures the Products in compliance with the applicable current European standards and affixes on the Products the CE marking label providing the relative declaration of conformity as a self-declaration as required by current legislation for the type of product produced and marketed.

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

### **3. CONTRACT.**

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

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

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

3.4. CANAVISIA shall communicate the new price to the Customer for its acceptance. Acceptance shall be made in written by the Customer.

### **4. CANCELLATION OF AN ORDER.**

In case of cancellation of a confirmed Order, the Customer will be required to pay CANAVISIA a penalty in Euro (€) as follows:

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

### **5. DELIVERY AND SHIPMENT.**

5.1 Delivery will be made by CANAVISIA according to the terms indicated in the offer or in the order confirmation.

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

5.2 CANAVISIA will not be held responsible for any delay delivering the Products due to Force Majeure (as defined in article 21) or by acts or omissions of the Customer (e.g. incorrect, failure or delayed communication of information and data necessary for the execution of the order).

## **6. FAILURE TO COLLECT THE GOODS.**

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

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

6.3. However, the right of CANAVISIA to utilize any remedy provided by the Law related to the breach of the obligation of collecting the goods by the Customer remains unaffected.

## **7. PRICES.**

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

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

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

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

## **8. PAYMENT CONDITIONS.**

8.1. Payment shall be made in Euro (or in any other currency agreed between the parties in written) at the bank details indicated by CANAVISIA via bank transfer, bank receipt, bank check, or other agreed means of payment.

8.2. Customer shall respect the agreed payment terms with the utmost diligence. In case of late payment, CANAVISIA is entitled to request from the Customer the legal interest calculated according to Italian Legislative Decree 9 October 202, n. 231 as amended by Italian Legislative Decree 9 November 2012, n. 192 (Directive 2000/35/EC and 2011/7/EU) as well as the expenses for the recovery of the credit according to the provisions of the aforementioned Legislative Decree. In case CANAVISIA has granted a discount and the Customer does not respect the agreed payment terms, the latter must pay the full price without discounts and the aforementioned legal interest, except for compensation for any further damages.

In case of late payment of more than ninety (90) working days, CANAVISIA has the right to terminate the Contract, with also the right to demand the return of the Products supplied, at the expense of the Customer, without prejudice to compensation for further damages.

8.3. The Customer is not entitled to make any deduction from the agreed price, except by prior written agreement with CANAVISIA

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

## **9. WARRANTY.**

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

9.2 Warranty period shall start as follows:

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

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

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

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

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

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

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

9.7. The warranty is subjected, under penalty of forfeiture, to the denounce of the defect, communicated in written by the Customer to CANAVISIA, within eight (8) calendar days from the time the Customer made the discovery, as well as to the express request for intervention in warranty.

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

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

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

(b) CANAVISIA will intervene directly for the services of repair and/or assembly having a significant technical complexity, by sending to the Customer a specialized technician who, together with the Customer's technicians, will carry out the assembly/repair activity.

(c) The Customer undertakes to facilitate the access of CANAVISIA technicians to its plant where the Products are installed so that they can carry out the assembly/repair activity.

THE WARRANTIES REFERRED TO ABOVE ARE EXCLUSIVE AND CANAVISIA DO NOT PROVIDE ANY ADDITIONAL WARRANTY, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED.

## 10. CLAIMS.

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

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

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

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

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

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

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

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

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

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

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

## 11 LIMITED WARRANTY.

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

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

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

## 12. PRODUCTS AND/OR SERVICES ACCEPTANCE AND EXCLUSIONS.

12.1. The standard installation and acceptance procedure for the Products foresees that the functional testing of the Products is carried out through the application and functional tests foreseen by CANAVISIA and the compilation of the installation report, which constitutes the report of the installation and testing of the systems. The report will be signed by the installation technician of CANAVISIA and by the Customer's delegated representative, as irrevocable acceptance of the Product.



12.2. All costs not indicated or documented in the offer issued by CANAVISIA are excluded and will be quoted separately.

### **13. SOFTWARE LICENSE.**

13.1. The Customer acknowledges that the proprietary software installed on the Products remains the property of CANAVISIA, and for them, like any other third party software installed originally, a non-exclusive and non-transferable license for use is granted. The conditions and terms of use are governed by CANAVISIA's End User Software License Agreement.

13.2. The Customer acknowledges and accepts the General Terms and Conditions of Sale of the Third Party Software Provider.

13.3. The title and all material and intellectual rights to the Software and all copies of the same, remain the property of CANAVISIA and of the producers of any other software installed at the source.

13.4. The Customer does not have the right to copy (except for storage as backup), disassemble, reverse engineer, modify, create derivative works based on the software, cede or distribute the aforementioned software to third parties or install it on devices other than the one on which the software was installed by CANAVISIA. The use of the software by the Customer must always be consistent with the maintenance of the rights of CANAVISIA set out herein.

13.5. In the event of a breach of the conditions of use, both the Product warranty and the software license shall be automatically revoked by CANAVISIA.

In the case of third party software installed at source, the conditions of the respective manufacturer shall apply, who in the case of violation may make claims against the Customer in addition to those of CANAVISIA.

13.6. The Customer is aware that the use of certain software programs (e.g. company antivirus) may interfere with the correct functioning of the software installed by CANAVISIA in the Products and the installation of such software, without the written authorization of CANAVISIA will result in the forfeiture of the Products' warranty.

13.7. In the event that the Customer transfers the hardware on which the software is licensed to a third party, or otherwise disposes of the hardware, the Customer is obliged to first remove the software from such hardware and return the software and all copies of the same to CANAVISIA.

### **14. INTELLECTUAL PROPERTY.**

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

### **15. PROCESSING OF PERSONAL DATA.**

15.1. Pursuant to Art. 13 of Regulation (EU) 2016/679 (aka General Data Protection Regulation - GDPR) CANAVISIA, with registered office in Via Kennedy, 24 - 10019 Strambino (TO) ITALY, as the data controller, informs the Customer that the processing of his personal data, carried out with manual and automated tools adopting security measures to ensure the protection and maximum confidentiality of the processed data, has the purpose of managing the contract and the execution of tax obligations based on obligations established by law or regulation.

15.2. The provision of data for the purposes of the processing described above is necessary and any refusal may make it impossible to pursue the aforementioned purposes. The legal basis of the processing is the management of the contract or the performance of pre-contractual obligations.

15.3. Your personal data will be processed for the duration of the contractual relationship and will be retained thereafter for the purpose of fulfilling obligations under accounting and tax regulations, such data will also be retained within the prescriptive periods provided for the exercise of rights arising from the relationship established with our company. The data, which will not be disclosed, may be communicated to professionals and companies that, on our behalf, perform accounting and tax management activities, to third-party companies for the fulfilment of contractual obligations with the supplier, to banking institutions for the management of payments deriving from the execution of the contract, and to parties whose right to access the data is recognized by provisions of law and/or secondary regulations.

15.4. The Customer may exercise all rights under the GDPR. The Customer may therefore request to know the origin of the data as well as the logic and purposes of the Processing; to obtain the deletion, transformation into anonymous form or blocking of data processed in violation of the law, as well as the updating, rectification or, if interested, the integration of the data; to oppose, for legitimate reasons, the processing.

15.5. The right to withdraw consent at any time is guaranteed without prejudice to the lawfulness of the processing based on consent given before the revocation. The right to data portability, to complain to a supervisory authority is guaranteed

## **16. SUSPENSION OR TERMINATION OF THE CONTRACT.**

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

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

## **17. COMPLIANCE WITH LAWS.**

CANAVISIA guarantees that the Products are equipped with the CE mark as well as safety protections in compliance with current European regulations on accident prevention.

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

## **18. LIMITATION OF LIABILITY.**

a) UNDER NO CIRCUMSTANCES SHALL CANAVISIA BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE RESULTING FROM THE LOSS OF DATA, LOSS OF PROFIT OR GOODWILL, IRRESPECTIVE OF THE REASONS FOR WHICH CAUSED THEM OR GENERATED THEM, EVEN IF IT WAS WARNED THAT THEY MIGHT OCCUR.

b) TO THE EXTENT THAT THE LIMITATION OF LIABILITY IS PERMITTED BY LAW, THE LIABILITY OF CANAVISIA TOWARDS THE CUSTOMER IS LIMITED TO THE RETURN OF THE PURCHASE PRICE PAID.

c) CANAVISIA's responsibility is limited to what is contained in this article.

d) CANAVISIA's responsibility is limited to the services performed by its own personnel or by third parties authorized by CANAVISIA, who provide for the assistance and periodic calibration of the Products.



## 19. OWNERSHIP RESERVE

19.1. Unless otherwise agreed between the Parties, CANAVISIA retains the ownership of the Products until full payment of the products.

19.2. In case that payment must be made - in whole or in part - in instalments after delivery, the Products delivered to the Customer will remain the property of CANAVISIA until the full payment of the price, pursuant to art. 1523 et seq. of Italian Civil Code.

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

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

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

## 20. TECHNICAL IMPROVEMENTS.

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

## 21. FORCE MAJEURE.

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

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

21.3. Any party that intends to avail itself of the provisions of Article 21.1. of these General Conditions shall notify the other party immediately in written of the circumstance of force majeure.

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

In any case, the responsibility of CANAVISIA for damages caused by missed or reduced production, as well as for indirect and consequential damages, is excluded.

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

## 22. CONFIDENTIALITY OBLIGATION.

22.1. All drawings, technical documentation and technical descriptions, proposals and offers (collectively "technical-commercial documentation") that CANAVISIA makes available to the Customer remain the property of CANAVISIA

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

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

22.4. The Customer must use all the information provided by CANAVISIA exclusively for the purpose of the Contract.

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

## 23. DISPUTE RISOLUTION.

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

## 24. FINAL PROVISIONS.

24.1. The non-exercise of a remedy in the event of a breach by the Customer of the General Conditions or the Contract, or a right of CANAVISIA, does not constitute a waiver of the exercise of that remedy or right in the future.

24.2. The Customer which exports, re-exports or imports Products, purchased in accordance with these General Conditions, is responsible for complying with the applicable laws and obtaining the necessary export or import authorizations. CANAVISIA has the power to suspend services in the event that the Customer violates export and/or import laws.

24.3. The parties are responsible for compliance with the obligations imposed by the competent governmental authorities.

24.4. Where regulations permit, the Customer authorizes CANAVISIA to enter into subcontracts or sub-supply contracts for the performance of the agreed service, without any obligation of future authorization or communication in this regard.

24.5. The total or partial inapplicability of any clause of these General Terms and Conditions is without prejudice to the validity of the other clauses.

24.6. The data in promotional material (e.g. catalogues, etc.) are purely indicative.

24.7. The text of these General Terms and Conditions in the Italian language is the only authentic text.

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