

TERMS OF SUPPLY

1 Interpretation

In these Conditions:

"Supplies" means the products, systems, software and services which are part of each single purchase/sale Contract between Robox (the Seller) and the Purchaser

2 Basis of the sale

2.1 The Seller shall sell and the Purchaser shall purchase the Supplies in accordance with the terms established in these Terms of Supply.

2.2 No variation to these Terms shall be binding unless agreed in writing and signed by the Seller.

3 Terms of payment

3.1 The Purchaser shall pay the price of the Supplies following the payment terms established in the Seller's confirmation and invoice. The time of payment of the price shall be of the essence of the Contract.

3.2 After the acceptance of the Order, the Seller reserves the right to suspend performance if the Purchaser fails to make payment of any amount due and payable

3.3 On Orders with total amount $\leq 100,00\text{€}$ (freight or other costs excluded), Robox will charge 20,00€ to cover administrative costs.

4 Title and Risk

4.1 Risk of damage to or loss of the Supplies shall pass to the Purchaser following the IncoTerms2010 EXW Robox

4.2-Notwithstanding delivery and the passing of risk in the Supplies, or any other provision of these Conditions, title in the Supplies shall not pass to the Purchaser until the Seller has received payment in full of the price of the Supplies

5 Warranties

5.1 The Seller warrants that it will perform the Services where required with reasonable care and skill and that the Supplies will correspond with their specification at the time of delivery and will be free from defects in material and workmanship under normal use and service for a period of twelve (12) months ("Warranty Period") from the date of Delivery of the Supplies.

5.2 If the Supplies are repaired or replaced during the Warranty Period, the period of Warranty for replacements shall run for six (6) months from the date of such repair or replacement but shall run at least until the expiry of the original warranty period as provided under clause 5.1).

5.3 Save for the warranties specified in Clause 5.1, all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Seller specifically disclaims the warranties of fitness for a particular purpose.

5.4 During the Warranty Period, any claim by the Purchaser must be notified to the Seller within 7 days after discovery of the alleged defect or failure, failing which the Seller shall not be liable under the warranty provided in Clause 5 herein.

5.5 Where any valid claim in respect of any of the Supplies is notified to the Seller in accordance with these Conditions, the Seller's warranty will apply as follows:

5.5.1 Hardware Supplies: goods to be repaired must be sent free of charge to the Seller's site. For any assistance required at the Purchaser's site or at the Purchaser's Client's site, the Purchaser will be charged the cost of travelling and non worked hours, plus the travel expenses. Labour and material costs will be at the Seller's charge.

5.5.2 Software Supplies: the defects which will be found in the warranty period must be reported to the Seller, who will fix them at its

premises and supply the Purchaser with a corrected copy of the software. The installation of this software will be at the Purchaser's care and charge.

5.5.3: These terms of warranty refer to devices manufactured by the Seller. For any device supplied but not manufactured by the Seller the original manufacturer's warranty terms shall apply.

5.6 Clause 5 sets out the Purchaser's sole and exclusive remedy for all warranty claims during the Warranty Period.

Except where the Seller's wilful misconduct or gross negligence are proved, the Seller is not responsible for direct and indirect damages caused by its Supplies and/or Services.

6 Intellectual Property Rights

6.1 The patent and IPRs held by the Seller shall remain the absolute property of the Seller and shall not be reproduced or disclosed or allowed to be reproduced or disclosed by the Purchaser.

6.2 The Seller warrants that, to the best of its knowledge, its Supplies and Services do not infringe any IPRs of any third party. In the event that it is alleged that the Seller's Supplies or Services infringe any third party IPRs, the Purchaser shall immediately notify the Seller in writing.. The Seller will have sole control of any related negotiations or litigations.

6.3 In case of any allegation of infringement of any third party IPRs, the Seller may, at its option either: i) modify or replace the Supplies or Services or ii)repurchase the Supplies or Services at the price paid by the Purchaser less depreciation rate as is applied by the Seller to its own equipment.

6.4 Claims of the Purchaser shall be excluded if it is responsible for the infringement of an IP rights

7 Software

7.1 Where applicable, the Seller grants to the Purchaser a non-exclusive, non-transferable licence to use the Software delivered with the Supplies for the purposes stated in the Sales Confirmation raised by the Seller.

7.2 The Purchaser acknowledges that the Software contains valuable confidential and proprietary information and trade secrets of the Seller or its licensors, and undertakes that it (including its agents, employees and/or servants) shall not, without the Seller's prior consent in writing, disclose the details of the Software to third parties.

7.3 All rights, title and interest in the Software, including revisions and updated versions, shall remain the property of the Seller or its licensors. All rights to the Software not expressly granted in the Contract shall remain reserved. . The Purchaser will not disassemble or otherwise modify the Software without express agreement in writing from the Seller.

7.4 Unless otherwise agreed, the Software shall be provided in object code only.

7.5 The Seller may terminate the Purchaser's licence upon notice of breach of these licence terms. The Purchaser must destroy all copies of the Software immediately upon notice of termination

8 Force Majeure

8.1 The Seller shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Supplies, if the delay or failure was due to force majeure. For the purposes of this clause, force majeure shall mean any unforeseen event beyond the reasonable control of the Seller such as, but not limited to any act of God, act of government or any authorities, war, riot, insurrection, blockades, etc.

8.2 If any delay in performing, or any failure to perform the Contract is caused by the delay or failure of a subcontractor of the Seller, and is

beyond the control and without the fault or negligence of the Seller, the Seller shall incur no liability for such delay or failure.

9 Applicable Law and Dispute Resolution

9.1 The Contract (including these Conditions) shall be governed by and construed in accordance with the laws of Italy.

9.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Contract or any

breach of it.

9.3 In the event any such dispute is unresolved after thirty (30) days of the commencement of such negotiations, such disputes, shall be finally settled under the Court of Busto Arsizio (VA, Italy) The language to be used in the proceedings shall be Italian.