

The present General Terms and Conditions of Sale (hereinafter referred to as "GTC") regulate the relationship between OPTO5 SRL, with registered office in Monte San Pietro (BO) P. IVA 03159571201 and Registration number with the Companies' Register of Bologna, REA n. BO 496987 (hereinafter: "OPTO5") and its customers (hereinafter: "Customers"), with reference to the conditions and elements not explicitly stated in each Order confirmation. Any prior understandings, agreements and representations, whether oral or written, are deemed superseded and merged into these GTC.

The placement of an Order by a customer to OPTO5 is understood to imply unconditional acceptance of these GTC, unless an explicit waiver is granted by OPTO5, which must necessarily be issued in writing. The acceptance of the Customer's order shall always remain at OPTO5's discretion. Conditions of sale adopted by the Customer within its own organization shall not be considered automatically accepted and/or binding for OPTO5.

Customer Data

The customer who intends to place purchase orders is obliged to provide all the necessary information in advance so that OPTO5 can fill in the relevant data sheet.

Amendments and Cancellation

Requests for modification and/or cancellation of a purchase order may be considered, provided that they are communicated to OPTO5 in writing by email or PEC within 72 hours following the order's dispatch and in any case no later than 30 days after the confirmed dispatch date.

Payment terms and conditions

OPTO5 adopts ex-works prices (Via dell'Artigianato 52/P, Monte San Pietro (BO), ITALY) and does not include VAT, transport costs, excise duties or other cost components in these prices. In the event of delivery to a country outside the European Union, the Total Price shown in the order and in the order confirmation, and the indirect taxation components applied, shall exclude customs charges or other taxation components. Consequently, the Customer is aware that they will have to bear these costs in addition to the Price specified in the order and in the order confirmation, in accordance with the regulations in force in the country of destination of the goods. For further information on duties and taxes applicable in the country of residence or destination of the goods and/or services, the Customer is invited to check with the relevant tax authorities.

In the event of sudden changed in market conditions or significant variations in the production processes to be adopted, OPTO5 may be obliged to vary its sales lists. It is the responsibility of OPTO5 to ensure that Customers are informed of any such changes in a timely manner. The price variations communicated will not affect orders already confirmed by OPTO5. OPTO5 reserves the right to apply an eventual surcharge in the event that special packaging conditions are requested, and that they entail higher packaging costs than those required by ordinary packaging.

The Customer is obliged to pay the amount for each order within the agreed payment period indicated on the invoice. Furthermore, OPTO5 reserves the right to request a deposit or advance payment of the invoice by the Customer, in order to ensure delivery of its products.

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At OPTO5's discretion, with regard to any payments that are delayed with respect to what is stipulated in the order or in the terms and conditions of sale, late payment interest may be applied at a rate of 1.5% per month (18% per annum) or the maximum legal rate, whichever is lower.

In the event of late payment, OPTO5 reserves the right to suspend or cancel any subsequent orders. Deliveries may be suspended or interrupted at any time if, in view of the commercial, economic and financial information available, the Customer does not offer sufficient guarantees for the fulfilment of its contractual obligations. In the event of the Customer's failure to meet its financial obligations, and in particular in the event of default on payments due, OPTO5 shall have the right to terminate the business relationship and to take back any products not settled by the Customer, without the need for cancellation by the Customer.

Shipments

Shipment is to be considered Ex Works (EXW) from the point of dispatch. For each shipment, the risk shall transfer to the Customer at the moment of delivery to the carrier/carrier or, at the latest, at the moment that the goods leave the warehouse of OPTO5 or its nominee. This principle also applies in instances where OPTO5 delivers to a location specified by the Customer, whether using its own resources or those of a third party designated by the Customer. OPTO5 is not held financially responsible for any loss, delay or damage suffered by the material during transport.

Delivery times and delays

Opto5 will make every effort to ship by the confirmed date. Opto5 shall not be liable, directly or indirectly, for any delay, failure or inability to perform or deliver, where such delay, failure or inability arises from or results from any cause beyond Opto5's control including but not limited to strikes, boycotts or other labour disputes, breakdown of machinery, fire, explosion, reduction or suspension of power supply, natural disasters or, for example, the inability to procure materials, components or services necessary for the fulfilment of the contract, even at increased prices, OPTO5 may be obliged to delay the execution of the order to the Customer. If the duration of the event causing the delay exceeds 30 days, following adequate information to the Customer, the latter will have the right to revoke the order, in whole or in part, without any surcharge or administrative cost. However, OPTO5 will not be held responsible for such delay or cancellation or any other case of inability to deliver on time. In any case, OPTO5 shall not be liable for any direct or indirect damages resulting from the delay.

Verification of the received product and any accompanying reports

The Customer is obliged to examine the products received and to report any discrepancies or anomalies exclusively in writing within 14 (fourteen) days from delivery of the goods or, for defects that cannot be detected during the inspection, within 30 (thirty) days from the invoice date. In the event of failure to report within the specified timeframe, the effectiveness of the guarantee (as provided for in Article 1495 of the Civil Code) shall be nullified. Only reports in written form shall have legal force. Any complaints must be received at OPTO5's administrative headquarters.

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Warranty

The product warranty is valid for a period of 12 (twelve) months from the date of delivery to the Customer. It is important to note that OPTO5 will not accept claims or requests in cases of improper use of the product, and in particular in cases where the product is used outside of the specifications and limit parameters set out in the offer and/or order confirmation of the product itself. Likewise, OPTO5 cannot accept claims in instances where the product has been tampered with by the Customer or a third party user.

OPTO5 reserves the right to examine the products that are allegedly faulty and/or defective and/or non-conforming in order to assess the existence of the faults, defects and/or non-conformities reported by the Customer. At the same time as the complaint, the Customer shall provide all information and documents useful for the assessment. The products shall be placed at the disposal of OPTO5 or of third parties appointed by OPTO5 for appropriate verification.

OPTO5's warranty obligations are limited to the replacement of products that are identical to those sold, in terms of type and quality. In instances where replacement is not feasible, the warranty obligations of OPTO5 are limited to the return of the product, accompanied by the issuance of a credit note. The replaced product shall be supported by the standard warranty period.

Beyond the warranty provisions outlined in this article, OPTO5 does not provide any other coverage, either express or implied, for the products sold. All other warranties, including but not limited to warranties of merchantability or suitability for specific purposes, are explicitly excluded.

Remedies

In the event that the Customer fails, with or without cause, to provide OPTO5 with the relevant specifications and/or instructions for any of the Products sold hereunder, or refuses to accept delivery thereof, or is otherwise in default of these GCS or any other agreement with OPTO5 or fails to pay any invoice under these GCS when due, OPTO5 may without notice (1) invoice and declare all undelivered Products due and payable under these GCS or any other agreement between OPTO5 and the Customer; and/or (2) postpone shipment under these GTC or any other agreement between the Customer and OPTO5 until such default, breach or refusal is resolved; and/or (3) may cancel any undelivered portion of this Agreement and/or any other agreement in whole or in part (with the Customer remaining liable for damages).

Industrial Property Rights and Patents

Products sold by OPTO5 may be the subject of Patents, Registered Trademarks or exploitation and/or industrial property rights. OPTO5 retains ownership of its catalogue, the technical design of the products, their annexes (datasheets) and other relevant documentation. Reproduction or replication of these materials, in whole or in part, is strictly prohibited without OPTO5's prior written consent.

Confidentiality

The Customer shall refrain from disclosing any confidential information obtained from OPTO5 or pertaining to OPTO5 or OPTO5's goods or business. Should the Customer disclose such information, OPTO5 shall be entitled to terminate the relevant contract immediately and to receive a sum equal

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to the value of the total purchases made by the Customer in the previous year. All drawings, designs, models, documents, items, software samples, technical information, advertisements and the like provided to the Customer remain the property of OPTO5 and must be returned upon request. The Customer agrees to refrain from copying, reproducing, disclosing to third parties the aforementioned materials in any manner and to exercise the utmost confidentiality in their handling. Failure to comply with these stipulations will entitle OPTO5 to immediately terminate the agreement and immediately suspend any orders in progress, even if related to separate contracts, and to claim damages.

Responsibility

OPTO5 disclaims all liability arising from any use other than that declared and not related to a manufacturing defect of the item sold by OPTO5.

If the Customer promptly notifies OPTO5 in accordance with the terms of these GTC (such notice to be sent in writing by registered mail) of a claimed defect, the Customer shall at the same time offer OPTO5 in writing the opportunity to investigate the claim and inspect the allegedly defective goods. If OPTO5 determines that the Customer's complaint is valid, OPTO5 may repair the defective goods or replace the defective goods with conforming goods. Failure to offer OPTO5 this opportunity shall constitute acceptance by the Customer and waiver of all defect claims.

In the event of declared defect in a product delivered by OPTO5, the maximum liability for damages shall be limited to the purchase price of the product in question. The replacement of defective goods, or the reimbursement of the purchase price for such a product will only take place upon return of the defective product. In particular and without limiting the GTC, OPTO5 shall not be liable to the Customer or any third party for any loss of profit, incidental, consequential, indirect, special or potential damages for any breach of warranty or other violation of OPTO5's obligations under these GTC. OPTO5 shall not be liable for any damages relating to any tool, equipment or apparatus with which the product sold under these GTC is used.

Personal Data

Personal and business data are managed using manual procedures, information technology and communication tools. The primary objective of these measures is to ensure the security and confidentiality of the data processed. This data is managed within the context of the ordinary business activities carried out by OPTO5, for the purposes strictly related to such activities and with the priority aim of the proper management of contractual relations. The provision of personal and technical data requested by OPTO5 is a necessary condition for the execution of the sales contract stipulated. Failure to provide the requested data will prevent OPTO5 from following up the business relationship. Personal and company data will also be processed for the ordinary activity of promoting products and their developments. OPTO5 is ultimately responsible for the processing of this data.

Jurisdiction

The Parties shall be liable for all personal legal, accounting and other costs and expenses incurred in the performance of their obligations under these GTC. The invalidity of any of the provisions contained in these GTCV, or the invalidity of any provision contained in any other contractual document intended to regulate the relationship between the Parties, shall not affect the validity of any of the other conditions contained herein. The Customer shall indemnify and hold OPTO5 harmless against any claims, losses, damages, suits, liabilities, fees or expenses (reasonable legal **OPTO5 srl**

fees) that OPTO5 may suffer as a result of: (1) use of components or goods not supplied by OPTO5; (2) modified goods that become unlawful as a result of the modification; (3) use of the goods in counterfeit combinations or systems or devices; (4) use of the goods in unlawful processes; and (5) use of the goods in association with trademarks or distinctive marks of third parties.

The place of jurisdiction for any disputes that may arise with direct or indirect reference to these terms and conditions of sale is Bologna (ITALY). The contractual provisions in question are to be considered in light of the prevailing Italian legislation.