

GENERAL TERMS AND CONDITIONS OF SALE OF PCUBE SRL

1. Scope of application

1.1 These General Terms and Conditions of Sale (the "Contract" or "GTC") apply between PCube Srl Unipersonale and the Customer. The Contract concerns the supply of "Products" (hardware, software and accessories) and "Services" by PCube to the Customer. The term "PCube" refers to PCube Srl Unipersonale, while "Customer" means the person or entity purchasing the Products or Services while acting in the exercise of its entrepreneurial, commercial, craft or professional activity and who does not qualify as a consumer pursuant to Article 3 of Italian Legislative Decree No. 206/2005.

No additional terms and conditions shall apply unless expressly accepted by PCube in writing and signed by an authorised signatory. The Customer and PCube shall be the only parties entitled to the rights set out in these Terms.

2. Purchase order

2.1 By submitting a purchase order to PCube, the Customer makes an offer to purchase the selected Products and/or Services.

2.2 Methods of submitting orders:

- ❖ Sent by e-mail or post: an order may be sent to PCube by post or e-mail to the addresses specified in this Contract; the order may also consist of a quotation duly stamped and signed by the Customer.
- ❖ Delivered at PCube's premises: the Customer may also deliver the order in person at PCube's premises.
- ❖ Online: the order may also be submitted through PCube's eCommerce website; the system will automatically assign a web order number after checkout.

By submitting an Order, the Customer makes an offer to purchase the selected Products and/or Services under the General Terms and Conditions of Sale. PCube reserves the right to accept or reject the offer at its discretion.

2.3 The Contract shall be deemed concluded when PCube sends the Customer, by e-mail, an Order Confirmation specifying the purchased

products, the supply conditions and the payment deadlines.

2.4 Unless otherwise specified, PCube's offers and quotations shall be valid for 30 (thirty) days and shall therefore never be considered irrevocable offers.

2.5 The person acting on behalf of the Customer, whether an individual or a legal entity, must sign legibly so that the person who entered into the Contract can always be identified, including for the purpose of verifying whether such person had the relevant authority. Any person who has entered into the Contract in the name of the Customer without the necessary authority shall remain jointly and severally liable with the Customer for the performance of all obligations arising from the Contract.

2.6 Cancellation of an order or a request to change the delivery term is not permitted unless previously agreed in writing with PCube. However, if PCube accepts, at its sole discretion, the cancellation of an order, all costs arising from the cancellation and/or already incurred by PCube up to receipt of the cancellation notice shall be borne entirely by the Customer. By way of example and without limitation, the Customer shall bear all expenses incurred for the fulfilment of the order for the part already performed, design costs, administrative costs, repackaging costs, taxes or duties of any kind relating to the cancellation.

The provisions of Article 11 of these GTC shall also apply.

2.7 Notwithstanding PCube's commitment to supply the Products and/or Services listed in the Order Confirmation, situations may arise in which such supply cannot be fulfilled. For example, the Products or Services may be discontinued, no longer available or there may be an error in the price displayed online or at PCube. In such case, PCube will contact the Customer to inform it and, if necessary, suggest alternatives. If the Customer does not wish to accept the suggestions, PCube shall cancel the Order and refund any amounts paid. Such refund shall constitute PCube's sole liability towards the Customer for the non-delivery of the ordered Products and/or Services.

3. Technical specifications and changes

3.1 The data, technical specifications and construction standards of the products and anything else forming the subject of the order shall be considered indicative and binding only to the extent specified in the Order Confirmation.

3.2 PCube reserves the right, in any event, to make to the products and orders any changes that, without altering their essential characteristics, may from time to time be necessary and appropriate for the proper functioning of such products.

3.3 If the Customer proposes technical changes to what is provided for in the Contract, such changes shall become binding on PCube only upon express written agreement also covering any price variations or other contractual terms that depend on such changes.

4. Delivery, risk and ownership

4.1 Unless otherwise agreed in writing between the Parties, the performance of Contracts relating to the sale of goods shall be carried out EXW "Ex Works", i.e. at PCube's premises.

4.2 Notwithstanding the retention of title in favour of PCube referred to in Article 10 below, in accordance with the Incoterms (ICC 2020) rule EXW "Ex Works", the goods shall be deemed delivered to the Customer when handed over to the carrier, transporter or freight forwarder indicated by the Customer or, failing this, appointed by PCube, or when delivered by a PCube representative to the Customer, if otherwise agreed.

4.3 Delivery shall entail the definitive transfer to the Customer of all risks relating to the goods, as the goods travel at the Customer's risk, regardless of the means of transport and the agreed supply conditions.

4.4 Any insurance, transport, loading, unloading, export, import, customs clearance or other costs shall be borne entirely by the Customer. The Customer shall be responsible for specifying in writing the desired transport methods, including any request to insure the goods. If the Customer fails to do so, PCube shall have broad discretion to determine any method of loading, unloading

and transport, and also not to insure the goods, it being understood that all costs and risks of any kind shall be borne entirely by the Customer.

4.5 Upon receipt of the goods, the Customer must immediately check their conformity with the order placed, verifying in particular: i) that the number of packages indicated on the carrier's document corresponds to the number of packages delivered; ii) that the products are intact, undamaged and not tampered with. The Customer's signing of the delivery report shall be deemed to constitute performance of the aforementioned checks and unconditional acceptance of the goods without reservation. If there is no correspondence between the order placed and the delivery, or if the products are damaged due to and/or during transport, the Customer must not accept the goods and must raise the relevant objection against the carrier in accordance with applicable law; the carrier shall be considered solely responsible for shortages, defects and/or damage to the goods where resulting from transport. PCube shall not be liable for the Customer's failure to carry out the above checks. Once delivery has been accepted, the Customer may no longer raise any objection or claim against PCube regarding the characteristics and quantity of what has been delivered in relation to the goods and the order placed, except as provided in Article 9 below.

4.6 Where testing is provided for, from the time the relevant report is signed by the Customer, including pursuant to and for the purposes of Article 1667, paragraph 1, of the Italian Civil Code, the Customer shall be precluded from raising any objection and/or claim relating to non-conformity, performance in a workmanlike manner, or any other defect, whether recognisable or not, or any other discrepancy in what has been delivered in relation to the goods and the order placed.

5. Delivery terms of the order

5.1 The Customer acknowledges and accepts that the delivery terms communicated by PCube at the time of order confirmation are merely indicative, non-binding and not essential, and are subject to the progress of supplies, provisioning, processing, transport and other factors relating to the production and/or procurement of the goods.

5.2 Without prejudice to paragraph 3, PCube shall do everything reasonably within its power to meet the delivery terms, and the Customer, to the extent of its responsibility, undertakes to cooperate, provide all necessary information promptly and take all steps required so as not to delay delivery.

5.3 Unless otherwise agreed in writing between the Parties, PCube assumes no commitment, warranty or other liability with regard to any delays, and the Customer may not, on any grounds, claim any compensation, indemnity or penalty, or withdraw from the Contract or cancel the order due to delays, which shall in any event be deemed non-essential and not attributable to PCube, especially in the event of fortuitous events, force majeure or delays in transport and/or attributable to third parties.

5.4 PCube reserves the right to make split and/or partial deliveries of the goods at its sole discretion.

6. Commissioning

6.1 The purchase of the products does not include any installation or commissioning service unless otherwise specified in the Order.

6.2 The Customer may purchase from PCube an installation service at the Customer's premises or remote technical support for installation by PCube technicians.

6.3 In the case of installation at the Customer's premises, the Customer shall also fully bear all commissioning and installation costs, as well as all documented costs connected with travel by PCube personnel for commissioning and installation of the products (e.g. transport, meal, accommodation expenses and the like).

6.4 PCube shall in any event not be liable - and the Customer acknowledges this - for the proper commissioning and/or installation of the products, nor for any damage of any kind that the Customer may suffer as a result of incorrect commissioning/installation of the products.

7. Invoicing and payment terms

7.1 Unless otherwise agreed and/or provided for in PCube's Order Confirmation, the invoice shall be issued upon delivery of the goods.

7.2 Unless otherwise agreed in writing between the Parties, payment of the order shall be made in the manner and within the terms indicated by PCube in the Order Confirmation.

7.3 Payment of the order shall be made within the terms indicated in the Order Confirmation sent by PCube to the Customer, irrespective of any delivery delays or complaints concerning defects and/or faults found in the products during the warranty period (solve et repete clause).

7.4 The Customer undertakes to make payments punctually and, if it fails to make even a single payment within the agreed payment terms, PCube reserves the right to suspend and/or not perform, in whole or in part, deliveries and/or the service (Article 1460 of the Italian Civil Code).

7.5 PCube also reserves the right, in the event of any change or deterioration in the Customer's economic and financial conditions (for example, declaration of bankruptcy, admission to composition with creditors proceedings, admission to controlled administration proceedings, voluntary and/or compulsory liquidation, financial report indicating solvency at risk), i) to suspend supplies and ii) to terminate the Contract and demand immediate payment of any sums due, with automatic forfeiture by the Customer of the benefit of any term.

8. Delays and/or breaches by the Customer

8.1 In all cases of delay or default in payments, the Customer shall forfeit the benefit of the term and all sums due to PCube, even if not yet due, shall become immediately payable. Any discounts, payment extensions or favourable terms previously granted by PCube shall be deemed revoked.

8.2 In the event of late payment, the Customer shall be required to pay the default interest provided for by Italian Legislative Decree No. 231/2002, accruing automatically from the due date of the invoice until full payment.

8.3 The Customer shall also be required to reimburse PCube, on a lump-sum basis, for credit recovery costs in the amount of 5% of the unpaid amount, without prejudice to PCube's right to claim compensation for any further damage.

9. Complaints and returns

9.1 In the event of a complaint, the Customer must submit it in writing within 8 (eight) days from the date of delivery of the products or from the date of performance of the service. Complaints shall in any event not entitle the Customer to suspend payments (Article 1462 of the Italian Civil Code).

9.2 In order to submit a valid complaint, the Customer must provide PCube, in the manner indicated above, with the following specific information:

- ❖ the order number;
- ❖ the products and/or service subject to the complaint;
- ❖ the reason for the complaint (e.g. non-conformity, defect, etc.); and
- ❖ any other information useful for PCube to gain full knowledge and understanding of the reason for the complaint and, where appropriate, to remedy it.

9.3 It is understood that PCube shall be free to assess the merits of complaints and to refrain from assessing complaints that are not specific or are submitted in a manner not compliant with the procedures indicated in the preceding paragraphs.

9.4 If the complaint is well-founded, it shall in any event be handled and assessed in consultation between the Parties, and the Customer shall be entitled to the free replacement and/or repair of the defective and/or non-conforming product, excluding transport, disassembly and reassembly costs and any other related charge, as well as any direct or indirect damage suffered by the Customer due to facts or fault attributable to the Customer.

9.5 In the absence of a prior written agreement, PCube shall not accept any product return. Any returns authorised by PCube must be carried out in accordance with the procedures indicated by PCube and shall be at the Customer's expense.

9.6 Unless otherwise agreed in writing, the fees relating to Services already performed, started or booked shall not be refundable.

10. Retention of title

10.1 With reference to all Contracts concerning the sale of products with deferred and/or periodic payment, PCube shall retain ownership of the sold, leased and/or rented asset with purchase option until the price has been paid in full, whether such price consists of instalments, fees or otherwise. It is understood that, in all such cases, all risks relating to the goods sold shall be borne entirely by the Customer from the time the Contract is concluded.

10.2 Until ownership of the asset has passed, the Customer may not sell or otherwise dispose of it without PCube's written consent. Failure to pay even a single instalment of the price, provided it exceeds one eighth (1/8) of the total price, shall result in termination of the Contract. In such case, PCube may retain the price already received as indemnity, without prejudice to proof of any further recoverable damage.

10.3 Retention of title shall also be enforceable against third-party purchasers of the products pursuant to Article 1524, paragraph 2, of the Italian Civil Code.

10.4 If the type of Contract provides for the immediate transfer of ownership of the goods to the Customer, in the event of non-payment, even partial, of the agreed price by the payment deadline referred to in Article 8 above, the Contract shall be automatically terminated and ownership of the goods sold and/or leased shall automatically revert to PCube, which may demand return of and/or retain the goods without any court intervention, the Customer hereby irrevocably authorising PCube to do so (irrevocable mandate in the interest of PCube).

11. Penalty for failure to collect products

11.1 In the event of failure to collect the ordered products, cancellation of the order or termination of the Contract due to a reason attributable to the Customer, the Customer shall be required to pay PCube a lump-sum penalty equal to 20% of the value of the order.

11.2 The penalties provided for in this Article shall apply without prejudice to reimbursement of the

costs, expenses and charges already incurred by PCube pursuant to these GTC.

11.3 PCube's right to claim compensation for any further damage, where demonstrable, shall remain unaffected, including depreciation or deterioration of the goods, preparation costs, import costs, allocation of resources, travel costs, bookings and any further prejudice suffered.

11.4 The penalty has a compensatory function and does not exclude the Customer's obligation to reimburse any storage, transport, disposal or other costs directly connected with the non-performance of the order.

12. Warranties

12.1 The warranties granted by PCube to the Customer in relation to the products are governed by PCube's General Terms and Conditions of Sale ("GTC"), in force at the time the Contract is concluded, sent to the Customer at the time of order confirmation and published on PCube's website. In any event, the warranty for any hidden defects shall be limited to the replacement of parts or goods acknowledged as defective, excluding any other form of liability, including any liability incumbent on the manufacturer.

12.2 Except as specifically provided for in each Contract, the dimensions, weight, drawing and any other detail contained in illustrations and advertising material shall be considered indicative, merely descriptive and illustrative, and not binding on PCube. Any liability, discount, allowance, compensation or other remedy for any discrepancies is excluded.

12.3 The warranty applies to the machines and their related components for defects and non-conformities that arise within the time limits and under the conditions set out in the GTC, provided that they are reported, under penalty of forfeiture, by written notice within 8 (eight) days of their discovery.

12.4 For products for which direct manufacturer warranty support is provided, all warranty-related requests, where relevant, must be made in accordance with the terms and conditions of any standard manufacturer warranty provided with the purchased Products. In relation to any warranty issued by the manufacturer, all warranty claims

must first be addressed directly to the manufacturer. If the Customer submits the request to PCube, PCube shall make every reasonable effort to resolve any issues in the Customer's interest by acting as an intermediary with the Manufacturer.

For products for which warranty support by PCube is provided, the service shall be carried out at PCube's premises and any shipments must be made using the original packaging and shall be at the Customer's expense.

12.5 The GTC shall be effective between the parties only if the products are used by the Customer diligently and in compliance with the operating or maintenance instructions delivered by PCube to the Customer, or contained in the warnings supplied with the products. PCube may never be held liable if the machine has been modified and/or repaired and/or otherwise altered by the buyer or by third parties, or has not been operated according to PCube's instructions and/or according to good industrial practice. Consequently, if repair and/or replacement of products or parts thereof is requested due to installation not compliant with the instructions, no warranty obligation shall exist for PCube and the costs of any repair and/or replacement, even if incurred by PCube, shall be recharged to the Customer, who hereby undertakes to reimburse them.

12.6 It is hereby expressly agreed that technical assistance for products under warranty does not include the repair or replacement of parts of the product where the malfunction is caused by:

- ❖ the environment in which the products are installed;
- ❖ use of the product for a purpose other than that provided for in the manual;
- ❖ failure, even temporary, to comply with the operating rules contained in the product instruction manual;
- ❖ a defect or interruption in the electricity supply;
- ❖ an accident or loss event, such as fire, flood, water spillage, storm, lightning, transport of the goods, negligence or abnormal use of the goods;

- ❖ malfunctioning of accessories not supplied by PCube, such as, by way of example, compressors;
- ❖ IT-related elements such as the operating system, PC communication ports, the Customer's computer network, antivirus, firewall, etc.

12.7 For products and activities not covered by the warranty pursuant to this Article and these GTC, PCube may provide technical assistance, diagnosis, consulting, remote support, repair or other professional services according to the economic conditions applicable at the time of the request.

13. Promotion

13.1 Unless otherwise agreed with the Customer, PCube reserves the right to use the Customer's name, trademark and distinctive signs for promotional and disclosure purposes of its business activity, on any medium and by any means of communication, for the entire duration of the Contract and in any event for 5 (five) years after the conclusion of the Contract.

14. Force majeure

14.1 PCube shall not be liable for the total or partial non-performance of its obligations to the extent that such non-performance is due to unforeseen circumstances or the occurrence of a force majeure event, such as, by way of example only, flood, fire, storm, shortage of raw materials, transport strike, partial or total strike or lockout, or pandemic. In such case, PCube undertakes to notify the Customer without delay of the occurrence of a force majeure event as soon as possible and in any event within five (5) working days of such event.

14.2 The Parties undertake to agree on the methods of performing the order while the force majeure event is pending. If the force majeure event lasts for more than 30 (thirty) days, the Customer may withdraw from the Contract and PCube shall refund to the Customer any sums paid in relation to the order, less any expenses and charges incurred in the meantime by PCube.

15. Prohibition of assignment

15.1 This Contract and/or the obligations arising from it may not be assigned and/or transferred in any way to third parties by the Customer, except with PCube's prior written consent.

16. Confidentiality clause

16.1 Unless otherwise agreed between the Parties, the Customer shall keep strictly confidential all information of which it becomes aware during and/or by reason of the Contract, and in particular all commercial and/or business information, including, by way of example and without limitation, price and/or payment terms, formulas, product configurations, ideas, solutions, video courses, drawings and any other information received from PCube with reference to the order and the Contract (hereinafter "Confidential Information").

16.2 The Confidential Information shall not be disclosed to any third party, even in part, except where requested by judicial authorities or where it becomes public domain.

16.3 In case of breach, the Customer shall be required to pay a penalty equal to 15% (fifteen percent) of the value of the order, without prejudice to compensation for any further damage.

17. Intellectual property

17.1 PCube remains the sole owner of the know-how, the PCube trademark, distinctive signs and all intellectual property rights, including - by way of example and without limitation - patents, trademarks, designs and models, copyrights, domain names, training material, video courses, technical documentation and training content.

17.2 Unless otherwise agreed in writing between the Parties, the sale of the Product or the provision of the Service shall not constitute in any way an assignment, transfer or licence to use any intellectual property right in favour of the Customer.

17.3 The Customer undertakes not to file or claim any trademark, patent, design, model, domain name or copyright that may create confusion or interference with those used or registered by PCube.

17.4 The Customer shall act diligently to protect PCube's intellectual property rights, avoiding any denigration, alteration, replacement, unauthorised commercial use or improper use.

17.5 The studies, projects, specifications and technical documents provided to the Customer before or during performance of the Contract shall remain the exclusive property of PCube.

17.6 Any audio, video or photographic recording during training courses, technical sessions or events organised by PCube is prohibited unless expressly authorised in writing.

17.7 Even if PCube authorises the partial or full recording of a course or event, the Customer undertakes not to disseminate, publish, share or make accessible to third parties the recorded images, videos or content, in any form or on any platform, without further written authorisation.

17.8 In the event of unauthorised recording, dissemination, publication, sharing or use of the content referred to in Articles 17.6 and 17.7, the Customer shall be required to pay PCube a lump-sum penalty of Euro 2,500.00 for each established breach, without prejudice to PCube's right to seek compensation for any further damage.

18. Compliance with Italian Legislative Decree No. 231/2001 and Italian Legislative Decree No. 81/2008

18.1 The Customer declares that it carries out its activity in full compliance with the legislation in force on the administrative liability of entities pursuant to Italian Legislative Decree No. 231/2001, as amended, and on health and safety at work pursuant to Italian Legislative Decree No. 81/2008. The Customer therefore undertakes to provide all documentation requested by PCube evidencing compliance with applicable legal provisions, with particular reference to the legislation referred to in Italian Legislative Decree No. 231/2001 and health and safety at work legislation pursuant to Italian Legislative Decree No. 81/2008.

18.2 More generally, during the Contract the Customer undertakes to act ethically, in accordance with the principles contained in the 231 Organisational Model and, more generally, to comply with all legal requirements.

19. Information pursuant to Article 13 of Regulation (EU) 2016/679

19.1 PCube informs the Customer that the Data Controller is PCube Srl Unipersonale, with registered office at Via Friuli Venezia Giulia 8 - 30030 Pianiga (VE), Italy, and that the Customer may obtain all information relating to the processing of its personal data and the rights it may exercise under applicable personal data protection legislation, in particular Regulation (EU) 2016/679 (also "GDPR"), by viewing the privacy notice pursuant to Article 13 of Regulation (EU) 2016/679 on the webpage <https://www.pcube.it/it/privacy>. Each data subject shall in any event have the right to access, request rectification and/or modification of their personal data, object to processing and request deletion by contacting PCube at the following e-mail address: info@pcube.it.

19.2 The Customer accepts and acknowledges that PCube may store, process and use the data received from the Customer and contained in the order for the purpose of performing it. Some of this information will be transferred to PCube's partner companies, such as the software manufacturer to register the licence, product suppliers to organise shipments, and the carriers themselves. PCube shall protect such information in accordance with the PCube user privacy rules, which can be viewed on the webpage <https://www.pcube.it/it/privacy>.

20. Free negotiation

20.1 These GTC have been expressly referred to and freely negotiated between PCube and the Customer; the Customer has expressly accepted these GTC also by placing and confirming the order and in any event by concluding the Contract. Accordingly, Articles 1341 and 1342 of the Italian Civil Code shall not apply.

21. Liability

21.1 To the extent that the Customer proves that it has suffered damage due to PCube's performance of the agreement, PCube shall be liable only for compensation for direct material damage up to the maximum amount of the value of the order and/or the part of the order that caused the damage or was affected by the damage, unless the Customer proves wilful misconduct and/or

gross negligence by PCube (Article 1229 of the Italian Civil Code).

21.2 Except in the event of wilful misconduct and/or gross negligence, PCube shall in no case be liable for indirect, consequential and/or immaterial damage (whether direct or otherwise) of any kind, including, among others, economic losses, loss of profit, loss of opportunity or operational losses, in particular due to a delay in delivery.

22. Export controls

22.1 By this Contract the Customer undertakes to comply with all Export Laws. In particular, it undertakes (i) not to export the Products purchased from PCube to any country in breach of Export Laws and (ii) not to export the Products to countries where a specific government authorisation or licence is required for export, without having first obtained the necessary licences and authorisations. The Customer confirms and warrants that it is not a citizen or resident of, or domiciled in, any country to which export of the Products is prohibited by any export regulations.

23. Governing law and jurisdiction

23.1 All Contracts and relationships entered into with PCube shall be governed by Italian law and jurisdiction. Any dispute arising in relation to the interpretation, conclusion or performance of this Contract shall fall under the exclusive jurisdiction of the Court of Venice.

24. Contacts

24.1 PCube may be contacted as follows:

- ❖ by telephone at +39 041 8633009, or
- ❖ by e-mail at info@pcube.it, or info@pcube.it
- ❖ by post, writing to PCube Srl, Via Friuli Venezia Giulia 8 - 30030 Pianiga (VE) - Italy, or
- ❖ by certified e-mail (PEC) at info@pec.pcube.it

Final note

This English version is provided for convenience only. The original document is the Italian version. In case of any inconsistency, discrepancy or interpretative doubt, the Italian version shall prevail. The laws and statutory references cited in this document are Italian laws and statutory references, unless expressly stated otherwise.