

## GENERAL PURCHASING TERMS AND CONDITIONS PRODUCTS AND SERVICES

### 1. Scope of application

- 1.1. These general purchasing terms and conditions (hereinafter "General Purchasing Terms and Conditions") apply to any sale and purchase contract ("Contract") executed by Clevertech S.p.A., represented by the legal representative pro tempore Giuseppe Reggiani, headquartered at Via Brodolini, 18/A, 42023, Cadelbosco di Sopra (RE), tax code and VAT no. IT01307860351 ("Clevertech"), as purchaser, with any natural person or legal entity supplier ("Supplier"). Clevertech, of the first part, and the Supplier, of the second part, are also referred to below jointly as the "Parties" and individually as the "Party".
- 1.2. The Contract is considered concluded when the Supplier receives Clevertech's Purchase Order, which incorporates and possibly amends the offer of the Supplier ("Purchase Order").
- 1.3. The General Purchasing Terms and Conditions are deemed to be received by the Supplier and therefore known and binding upon the receipt of the Purchase Order which refers to them, even if not signed.
- 1.4. The General Purchasing Terms and Conditions shall prevail in any case over the Supplier's contractual or other conditions, which are hereby deemed expressly rejected, even if contained in the offer or in any other documentation of the Supplier, even if sent subsequent to the General Purchasing Terms and Conditions.
- 1.5. The General Purchasing Terms and Conditions may be partially derogated only by the Purchase Order or any other framework agreements entered into previously or subsequently between the Supplier and Clevertech and coming from Clevertech (e.g., Machines Framework Agreement, Installation Services Framework Agreement, Design Services Framework Agreement, hereinafter the "Framework Agreements"). In the case of any conflict, the provisions of the Purchase Order shall prevail over the General Purchasing Terms and Conditions as well as the Framework Agreements, and the provisions of the Framework Agreements shall prevail over the provisions of the General Purchasing Terms and Conditions.

### 2. Supplier Profiling

- 2.1. When the Contract is entered into, Clevertech may ask the Supplier to:
  - a. deliver to Clevertech:
    - the most recent annual financial statements;
    - the ordinary chamber of commerce report of the company generated no more than six months prior;
    - additional documentation which Clevertech hereby reserves the right to request and specify, for example but not limited to, any Supplier qualification questionnaires;
  - b. notify Clevertech of the name of the Beneficial Owner of the company pursuant to and for the effects of Italian Legislative Decree no. 231/2007 (Implementation of Directive 2005/60/EC on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as well as Directive 2006/70/EC, which contains the associated implementing measures), in the event that the Supplier is a subsidiary of a third company, when deemed necessary and/or required by law;
  - c. declare that with respect to its owners, partners or technical directors (if general partnership or limited partnership), directors with legal representation or technical directors (if another type of company) there are no convictions or entries pursuant to Arts. 3 and 4 of Italian Presidential Decree no. 313/2002 as amended (Consolidated law of legislative and regulatory provisions on court records) for offenses pursuant to Italian Legislative Decree no. 231/2001 (Regulations on the administrative liability of

legal entities, companies and associations, even without legal personality, in accordance with Art. 11 of Italian Law no. 300 of 29 September 2000), when deemed necessary and/or required by law.

- 2.2. If, while the contractual relationship is still in place, there is a change in the shareholding structure of the Supplier or a cause of dissolution of the Supplier's business or the Supplier is subject to judicial liquidation, arrangement with creditors or any other insolvency procedure, the Supplier shall notify Clevertech within a consistent period of time and, in any event, within no more than 8 (eight) days of the occurrence of the event, undertaking, when possible, to supply the Products and/or perform the Services on a going concern basis and/or return to Clevertech any advances and/or raw materials to be used for work in progress.

### 3. Subject and Performance of the Contract

- 3.1. The Supplier undertakes to supply to Clevertech the products (e.g., raw materials and/or components, machines, machine units, design components, software, jointly referred to as "Products") and/or services (e.g., installation of Products, activities for trade fairs or conventions, jointly referred to as "Services") requested, as well as all associated documentation and/or documentation specified in the Purchase Order (e.g., instruction manual, certificates, etc., jointly referred to as "Documentation").
- 3.2. The Supplier undertakes to manufacture and/or supply the Products and/or carry out the Services:
  - according to the technical and/or qualitative specifications described in and/or attached to the Purchase Order and/or the supply specifications referred to in it;
  - in compliance with Italian and EU regulations and the regulations of any other country specified by Clevertech in the Purchase Order as the destination country of the Products and/or the country in which the Services are to be performed;
  - in a workmanlike manner and according to the most current industry standards.
- 3.3. The Supplier is aware of the fact that the Products and/or Services may be integrated by Clevertech into a system or other material it has been commissioned to provide by its own end clients ("End Client(s)").
- 3.4. Clevertech is not required to acquire any minimum value of Products and/or Services from the Supplier. Any volume forecasts included in the Purchase Order shall not be deemed binding for Clevertech. Clevertech is entitled to procure Products and/or Services from other suppliers as well.
- 3.5. If the Supplier uses, develops or implements artificial intelligence systems ("AI Systems") that may directly or indirectly influence the performance of the Contract, it is required to notify Clevertech of this and provide a detailed description of the AI Systems used, specifying the operating methods, the associated risks and the measures adopted for the protection of personal data and to ensure compliance with Regulation (EU) 2024/1689 (AI Act). The Supplier is prohibited from using Clevertech's data in the AI Systems training phase without the prior written consent of Clevertech.

### 4. Documentation

- 4.1. The Supplier undertakes to deliver the Documentation pursuant to the Purchase Order to Clevertech within the terms, in the language and with the methods set forth in the Purchase Order or in any event according to normal practice.
- 4.2. All costs that Clevertech and/or the End Client may incur for not providing the Documentation shall be borne by the Supplier, without prejudice to any other applicable liability and legal remedy.
- 4.3. Clevertech shall charge the Supplier for the cost of any translation and/or adaptation of the Documentation.



**5. Delivery terms and delay penalties**

- 5.1. The Supplier undertakes to deliver the Products and provide the Services within the term set forth in the Purchase Order.
- 5.2. With reference to the Products, if not specified otherwise in the Purchase Order, the delivery term is DAP - Incoterms 2020 at the Clevertech facility located at 42023 - Cadelbosco di Sopra (RE), Via Brodolini, 18/A; the Products travel at the risk and peril and expense of the Supplier and ownership is transferred to Clevertech at the time of delivery.
- 5.3. With reference to Services, if not specified otherwise in the Purchase Order or lacking any other normal practice, the Services are to be rendered at the Clevertech facility located at 42023 - Cadelbosco di Sopra (RE), Via Brodolini, 18/A.
- 5.4. All delivery terms stated in the Purchase Order are essential.
- 5.5. Deliveries of Products and/or the performance of Services in advance or partially may be accepted by Clevertech only with its prior written consent.
- 5.6. The delivery and/or performance shall be deemed completed only at the time of delivery of the associated Documentation as well. If certain Services relate to the supply of Products (e.g., installation), the terms shall be deemed met only when the Services have been provided in full.
- 5.7. The Supplier undertakes to promptly inform Clevertech, in writing, if it expects a delay in the delivery of the Products and/or the performance of the Services and/or the delivery of the Documentation, indicating: the expected extent of the delay, the reasons and the initiatives that will be adopted to limit the delay, without prejudice to the application of Art. 5.8.
- 5.8. If the Products are not delivered and/or the Services are not carried out within the established term, Clevertech may, alternatively, decide to:
  - a) terminate the Contract;
  - b) apply a penalty to the Supplier equal to 1% of the price specified in the Purchase Order ("Price(s)"), for each week of delay, up to a maximum of 5% of the Price;
  - c) acquire analogous Products and/or Services from third parties, charging the Supplier for the costs;in any case, without prejudice to the right to obtain compensation for damages.

**6. Price and payment terms**

- 6.1. All Prices of Products and/or Services are specified in the Purchase Order and must be considered fixed and binding for the Supplier as of the date of the Purchase Order until its complete fulfillment or termination, not modifiable even in the case of an increase in the cost of raw materials and/or semi-finished products and/or costs of production and/or labor and/or the incorrect assessment of the number of hours required to perform the Services, taxes and other expenses, linked to any cause whatsoever, including force majeure, and not even in the case of identified difficulties in the performance of the Services.
- 6.2. It is the right of Clevertech to retain, all or in part, the payment of the Price until the effective punctual delivery of the Products and/or the effective and punctual performance of the Services and/or the effective punctual delivery of the Documentation.
- 6.3. It is the right of Clevertech to offset the Price, all or in part, in the event of:
  - the application of the penalties pursuant to Art. 5.8 letter b);
  - reimbursement for damages punctually justified by Clevertech by sending a unilateral analytical report;
  - outlays due to the need to make recourse to third parties to obtain Products and/or have the Services performed.
- 6.4. The Supplier is not permitted to offset any amount with what is due to Clevertech, nor is it permitted to assign receivables without the prior written consent of Clevertech.

**7. Product Labeling and Packaging**

- 7.1. Product labeling and packaging must be carried out by the Supplier on the basis of the instructions set forth in the Purchase Order and/or other procedures/operating instructions transmitted in writing by Clevertech to the Supplier.
- 7.2. The Purchase Order and/or procedures/operating instructions transmitted by Clevertech to the Supplier will specify the type of packaging requested, depending on the Product delivery location and the means of transport. If Clevertech does not provide instructions, the Product shall be packaged according to market best practices and in any case so as to guarantee Product safety.
- 7.3. If the delivery of the Product is broken down into multiple batches, the packaging procedures of each partial delivery will be established in the Purchase Order.
- 7.4. The packaging must bear the identifying codes of the Product used by the Supplier and by Clevertech, as set forth in the Purchase Order and/or other procedures/operating instructions transmitted in writing by Clevertech to the Supplier.
- 7.5. In any case, the Supplier undertakes to notify Clevertech of the safety precautions to be adopted in relation to Product use and handling.

**8. Performance of Services**

- 8.1. The Supplier will perform the Services with its own materials / tools / machinery / equipment, as well as with the organization of necessary means and management at its own risk and expense, in compliance with applicable regulations in force, as well as in full observance of the technical specifications set forth in the Purchase Order.
- 8.2. The number of man-days necessary for the performance of the Services will be estimated by the Supplier depending on the type of Service offered. When nothing is specified in the Purchase Order, the number of man-days necessary for the performance of the Service is deemed established by the Supplier on a lump-sum basis and already included in the Price.
- 8.3. If the performance of the Services requires a number of days higher than that set forth in the Purchase Order or a number of daily working hours higher than those estimated, including travel time, the Supplier shall not be due any additional consideration, unless agreed upon otherwise in writing with Clevertech.
- 8.4. If the Service needs to be performed at the location of an End Client outside Italy, with the acceptance of the Order the Supplier states that it has all permits, authorizations and certifications suitable for the performance of the Service outside Italy.
- 8.5. When set forth in the Purchase Order, the Supplier is required to produce a daily report on the progress made in the performance of the Services, highlighting the issues identified, on the basis of a form that will be transmitted by Clevertech to the Supplier, which will need to return it duly completed to Clevertech, represented by the project contact person specified by Clevertech.
- 8.6. The Purchase Order may establish that, on the same days dedicated to the performance of the Services, the Supplier's technicians will also provide training services to Clevertech personnel. The costs and methods of training activities are specified in the Purchase Order.
- 8.7. If, during the performance of the Services, Clevertech identifies any violation of the Purchase Order and/or industry standards on the part of the Supplier, it may at its unquestionable discretion specify to the Supplier a deadline by which it will need to come into compliance with such methods and/or rules, or make recourse to third parties at the cost and expense of the Supplier. Once this term has passed with no action being taken, the Contract will be deemed terminated after the communication by Clevertech that it will be enforcing this clause, without prejudice to Clevertech's right to compensation for damages.



## 9. Product Inspection and Testing

- 9.1. The Products may be inspected and tested by Cleverttech at the Supplier's location prior to delivery. Inspection and testing timing and procedures will be specified in the Purchase Order.
- 9.2. If in the course of inspection and testing activity Cleverttech identifies irregularities and/or malfunctions in the Product with respect to what is set forth in the Purchase Order, within 10 (ten) business days Cleverttech will send the Supplier in writing a list of the irregularities and/or malfunctions identified ("Punch List").
- 9.3. The Supplier undertakes to remedy the irregularities and/or malfunctions included on the Punch List at its own expense within the reciprocally agreed term, inviting Cleverttech to perform a new inspection and test of the Product. If the Product also does not pass the second inspection and testing, Cleverttech may at its unquestionable discretion send a new Punch List or terminate the Contract, sending a notice that it will be enforcing this clause, without prejudice to compensation for greater damages.
- 9.4. Once the Product has passed the inspection and testing phase, the Supplier may proceed with its delivery in accordance with what is set forth in the Purchase Order. Cleverttech shall retain the right to apply to the Supplier the penalties pursuant to Art. 5.8. letter b) for any delays by the Supplier with respect to the delivery terms.

## 10. Compliance

- 10.1. The Supplier represents and warrants that every activity carried out on any basis whatsoever in relation to the Products (e.g., for production and/or processing and/or specification) and/or the Services (e.g., assembly and/or installation and/or travel) shall be performed by its employees in compliance with all applicable legal and/or regulatory provisions on labor, in force from when the Contract is entered into until the delivery of the Products and/or the performance of the Services. Specifically, the Supplier hereby guarantees that:
  - a) it shall fulfill regulatory, economic and social security contribution requirements set forth by law and by current collective bargaining agreements for its personnel;
  - b) it shall insure those same employees against occupational accidents in compliance with applicable regulations on the matter;
  - c) the contractual work shall be carried out with full respect for all standards in force regarding ecology and the environment, accident prevention and occupational safety (including, but not limited to, Italian Legislative Decree 81/2008), as well as all relevant standards in the country in which the Product will be supplied and/or the Service will be provided.
- 10.2. Should the service be carried out, even partially, at the facilities of Cleverttech and/or the End Client, the Supplier shall comply with the obligations pursuant to Articles 26 et seq. of Italian Legislative Decree 81/2008 and, when required by regulations in force, shall provide Cleverttech and/or the End Client with all information and documentation necessary to ensure to Cleverttech that such obligations are met, including those relating to: i) the Supplier's professional and technical suitability, ii) risks relating to the activities carried out by the Supplier and iii) safety costs. The Supplier also commits to observing and having its employees as well as any other third party involved by the Supplier for any reason in the performance of the Contract - including any sub-suppliers authorized by Cleverttech ("Sub-suppliers") - pursuant to Article 1381 of the Italian Civil Code, observe the instructions set forth in the document for the assessment of risks generated by interference between activities conducted simultaneously in the same workplace (DUVRI), drawn up by Cleverttech pursuant to Article 26 paragraph 3 of Italian Legislative Decree

81/2008, which Cleverttech shall send to the Supplier according to what is set forth and/or required by regulations in force, and in general all rules, procedures, regulations and disciplinary provisions in force at the Cleverttech location where the service will be performed.

- 10.3. At Cleverttech's request, the Supplier must send it all information and documentation attesting to compliance with regulations pursuant to Art. 10.2.
- 10.4. The Supplier warrants that in no way may it be deemed that there is any employment relationship between Cleverttech and/or the End Client on one hand and its employees on the other, particularly if they work at the facility of Cleverttech and/or the End Client, nor do its employees have any right to establish an employment relationship with Cleverttech and/or the End Client.
- 10.5. The Supplier shall hold harmless and indemnify Cleverttech against any claim made by any party, including the Supplier's employees, in relation to the warranties pursuant to Arts. 10.1, 10.2 and 10.4.

## 11. Warranty and liability

- 11.1. The Supplier warrants for a period of twenty-four (24) months from the delivery of the Products and/or the performance of the Services ("Warranty Period") that all Products and/or Services comply with the characteristics, standards and specifications requested in the Purchase Order and/or that they have been produced to industry standards, they are free from defects and design, workmanship or material faults and/or that they have been manufactured according to any models and drawings delivered by Cleverttech; and/or that they have been manufactured and/or carried out using the best working practices and/or with the latest techniques and technologies known to the Supplier; lastly, that they are fit for their intended purpose and use and that they are provided with all instructions and warnings and that the Documentation is complete.
- 11.2. If, during the Warranty Period, the Products and/or Services are found to be defective or in any event not compliant with what is set forth in Art. 11.1, in derogation of what is set forth in Art. 1495, paragraph 1 of the Italian Civil Code, Cleverttech may report to the Supplier that there are defects and/or flaws in the Products and/or Services within 60 (sixty) days of their discovery and may, at its exclusive discretion, within an additional 60 (sixty) days from the report of the flaw/defect, without prejudice to compensation for damages:
  - a) ask the Supplier to replace and/or repair the defective or in any event non-compliant parts of the Products as well as request a new performance of the Services to make them compliant with what has been retested;
  - b) with prior written notice to the Supplier, personally undertake all appropriate actions to remedy the defects and non-conformities of the Products and/or Services, charging the Supplier for the costs and expenses, including those for the purchase of materials and the needed working hours and with the maintenance of the warranty by the Supplier;
  - c) ask the Supplier for a proportional reduction in the Price;
  - d) return the defective Product to the Supplier, with the resulting termination of the Contract and the return of the Price, without any other sum being due to the Supplier.
- 11.3. In derogation of what is set forth in Art. 1495, paragraph 3 of the Italian Civil Code, Cleverttech may take legal action to enforce the warranty with respect to the Supplier within 36 (thirty-six) months of the delivery of the Products and/or the provision of the Services.
- 11.4. The date from which the Supplier shall be entitled to claim the payment of the Price from Cleverttech in the event of defects and non-conformities in the Products and/or Services shall be postponed to the date on which defects or non-conformities have been corrected. Furthermore, Cleverttech may also suspend



the payment of the Price of another Product/Service relating to a Purchase Order other than that within the scope of which defects and non-conformities have been identified. No further costs for the correction of defects and non-conformities shall be charged to Cleverttech without its specific written acceptance of the quote.

- 11.5. The Supplier warrants that the Documentation is appropriate, exhaustive and drafted to industry standards to ensure the use of the Product/Service. If the Documentation is not exhaustive, the Supplier undertakes to add to it at the request of Cleverttech, for the Warranty Period.
- 11.6. The foregoing is without prejudice to the Supplier's contractual and/or non-contractual liability for direct and/or indirect damages (with reference to emerging damages as well as loss of profit) suffered by Cleverttech and/or the End Client depending on and/or caused by and/or as the consequence of the Supplier's breach or flaws, defects and/or a lack of quality and/or non-compliance of the Product/Service and/or use not compliant with regulations and standards of AI Systems by the Supplier.
- 11.7. The Supplier undertakes to hold harmless and indemnify Cleverttech and/or the End Client with respect to any harm that may derive from the supply of the Products, including requests for compensation for damages submitted by third parties on any basis whatsoever, as well as any legal expenses incurred by Cleverttech and/or by the End Client to defend themselves from third-party claims.
- 11.8. The Supplier warrants that the use of AI Systems does not violate any right whatsoever of Cleverttech and/or the End Client, including intellectual property and personal data processing rights.

## **12. Technical and economic changes**

- 12.1. If during the performance of the Contract Cleverttech believes it is necessary to make technical changes to the Products and/or Services, it shall promptly send a communication to the Supplier.
- 12.2. Within 5 (five) business days of the communication of the technical changes to be made, the Supplier will discuss with Cleverttech their feasibility, methods of implementation and/or any implications with respect to the manufacture of the Products and/or the performance of the Services and shall send Cleverttech a summary of the technical changes to be made and the cost, preparing a dedicated offer.
- 12.3. The Supplier shall not be entitled to receive any consideration for the technical changes made to the Products and/or the Services without Cleverttech's prior approval of the offer.
- 12.4. In light of the necessary technical changes, the Parties may agree on an extension of the Product delivery date and/or the Service performance date.
- 12.5. If the technical changes required entail an increase in the Price of more than 10%, Cleverttech shall be entitled to terminate the Contract. In this case, the Supplier shall be entitled to receive reimbursement of duly documented expenses and costs incurred in the meantime.

## **13. Spare parts, After-sales services and Updates**

- 13.1. When set forth in the Purchase Order, for a period of 5 (five) years from the delivery of the Products, the Supplier undertakes to make Product Spare Parts ("Spare Parts") available and supply them to Cleverttech, at its request, within the term agreed upon between the parties. The provisions on Product warranties shall remain in force. Insofar as they are compatible, the provisions set forth in the General Purchasing Terms and Conditions for Products shall apply to Spare Parts (see Arts. 5, 6, 7, 11, 12, 20 and 22).
- 13.2. The Spare Parts delivered and manufactured by the Supplier shall have the same Warranty Period as the original components.

- 13.3. The Supplier undertakes to deliver the list of Product Spare Parts and the relative prices ("Spare Parts List") to Cleverttech within the terms and with the methods set forth in the Purchase Order.
- 13.4. The Supplier undertakes to provide all support to Cleverttech, even after the supply of the Product and/or the performance of the Services ("After-sales services") within the terms and with the methods that will be defined in the Purchase Order. No consideration shall be due to the Supplier for After-sales services provided during the Warranty Period. Once the Warranty Period has ended, After-sales services shall be provided by the Supplier according to the methods, terms and rates annexed to the Purchase Order or a different dedicated order. Cleverttech shall not be required to pay any consideration for the After-sales service activities carried out by the Supplier without the prior approval of the relative offer.
- 13.5. If the Products and/or Services require updates, these are deemed included in the Price, and the Supplier shall be required to provide them to Cleverttech for a period of at least 2 (two) years from the delivery of the Product and/or performance of the Service.

## **14. Withdrawal**

- 14.1. Cleverttech shall have the right to cancel the Purchase Order at any time, without prior notice and negotiating with the Supplier the reimbursement of any expenses incurred by the Supplier as a result of the cancellation of the Purchase Order, which shall be considered as a settlement of any claim of the Supplier against Cleverttech. The quantification of such expenses shall be done reasonably and in good faith and shall be based on adequate supporting documentation.

## **15. Termination**

- 15.1. Cleverttech has the right to terminate the Contract if the Supplier is in breach of any of its obligations and does not remedy that breach within 15 (fifteen) days of when the relative notice to perform is received.
- 15.2. The Contract shall be terminated by law pursuant to and for the effects pursuant to Article 1456 of the Italian Civil Code, after Cleverttech provides written notification of its intention to enforce this express termination clause and in particular, without charging any cost to Cleverttech in the circumstances described in Arts. 2.2.; 3.5.; 8.7.; 9.3.; 11.2. letter d); 12.5.; 16.1.; 20.7.; 28.2.
- 15.3. In the event of termination pursuant to Art. 15.2 above, the Supplier shall return any advances paid by Cleverttech, without prejudice to any additional request for compensation.

## **16. No assignment of the Contract**

- 16.1. The Supplier may not assign the Contract to third parties without the prior written consent of Cleverttech.

## **17. Sub-contracting**

- 17.1. The Supplier may engage third parties to fully or partially manufacture the Products and/or perform the Services.
- 17.2. If the Supplier sub-contracts all or in part the activity subject to the Contract, the Supplier undertakes on its own behalf and for its own Sub-suppliers pursuant to Art. 1381 of the Italian Civil Code to follow the General Purchasing Terms and Conditions and undertakes to hold Cleverttech harmless with respect to any harm that it may suffer due to the breach of the General Purchasing Terms and Conditions and the Contract by Sub-suppliers.

## **18. Applicability in the case of Procurement Contract**

- 18.1. The General Purchasing Terms and Conditions shall also apply where the service requested of the Supplier by Cleverttech constitutes a procurement contract under Arts. 1655 et seq. of



the Italian Civil Code rather than a purchase agreement under Arts. 1470 et seq. of the Italian Civil Code.

- 18.2. If the service requested from the Supplier by Cleverttech constitutes a procurement contract, without prejudice to what is already specified in Art. 11.3., in derogation of what is set forth in Art. 1667 of the Italian Civil Code, Cleverttech may report to the Supplier the presence of flaws and/or defects in the Products and/or the Services within the Warranty Period and may take legal action to enforce the warranty with respect to the Supplier within 36 (thirty-six) months of the delivery of the Products and/or the performance of the Services.

#### **19. Customer protection**

- 19.1. If, during the period of performance of the Contract and for the 5 (five) years subsequent to the delivery of the Products and/or the performance of the Services, the End Client contacts the Supplier directly and/or via an intermediary with regard to the Product supplied and/or the Service provided, the Supplier undertakes to immediately notify Cleverttech, which will specify how to proceed.
- 19.2. In the event of the violation of what is set forth in Art. 19.1., Cleverttech reserves the right to apply the penalties pursuant to Art. 5.8 letter b).
- 19.3.

#### **20. Intellectual Property**

- 20.1. Unless specified otherwise in the Purchase Order, the Supplier represents and recognizes that, for all of the Products supplied and Services provided based on a Cleverttech order, all intellectual property rights shall be held by Cleverttech, including the rights to any subsequent changes and/or updates of the Products and/or the Services.
- 20.2. If the Supplier holds intellectual property rights on the Products or Services pre-existing the Contract, such Supplier, with the Purchase Order and included in the Price, shall grant such rights to Cleverttech under a non-exclusive license valid globally and also effective with respect to the End Client, with the possibility of sub-licensing.
- 20.3. The know-how, drawings, models, specifications, secrets, any documents and/or any other intellectual property right owned by Cleverttech and made available to the Supplier to manufacture the Products and/or perform the Services are and shall remain the exclusive property of Cleverttech and are therefore understood to be granted under a non-exclusive license to the Supplier, which undertakes to use them exclusively to manufacture Products and/or perform Services for Cleverttech.
- 20.4. The Supplier recognizes and accepts that all inventions, know-how, technologies, procedures, techniques, formulas, methods, improvements, drawings, software and/or derivative works, technical data, trade names and any other intellectual property right derived, invented, conceived, created, discovered, developed or devised in the course of the performance of the Contract ("New Intellectual Property Rights") are deemed the property of Cleverttech and/or in any event transferred to the exclusive ownership of Cleverttech, which may make use of them for any reason whatsoever, without the Supplier and/or its employees and/or collaborators and/or Sub-suppliers being able to claim any additional compensation above and beyond the Price on any basis whatsoever and/or claim any intellectual property right. Any New Intellectual Property Right is deemed granted under a non-exclusive license to the Supplier only for the purposes of the Contract.
- 20.5. The Parties commit to not carrying out any action inconsistent with the ownership of the respective intellectual property rights.
- 20.6. Furthermore, the Parties may not delegate or authorize, without a prior written agreement with the other party, anyone to use all or part of the intellectual property rights of the other Party which it does not own.

- 20.7. In the event of the Supplier's breach of what is set forth in the previous paragraphs, without prejudice to the right to compensation for damages, Cleverttech shall have the right to declare the termination of the Contract pursuant to Art. 1456 of the Italian Civil Code.

#### **21. Third-party intellectual property rights**

- 21.1. The Supplier warrants that the production, sale and use of the Products and/or Spare Parts and/or the performance of the Services do not entail the violation of patents, licenses or other third-party property rights. The Supplier undertakes and commits to indemnifying and holding harmless Cleverttech with respect to any third-party claim and/or action for any intellectual property right violations. The above-mentioned indemnity clause also includes all expenses incurred by Cleverttech including - for example but not limited to - legal expenses for out-of-court and in-court assistance.
- 21.2. If there are third-party intellectual property rights on the Products and/or Services, the Supplier undertakes to have Cleverttech obtain a non-exclusive license for the use and sale of the Products and/or Spare Parts and/or the Services, without any prejudice to the liability pursuant to Art. 21.1. Every expense, consideration, cost and/or charge relating to obtaining the above-mentioned user license shall be borne by the Supplier.

#### **22. Confidential information**

- 22.1. The Supplier undertakes to keep the following information received from Cleverttech ("Confidential Information") in written form, verbally, graphically or electronically private and confidential and therefore not to disclose it in any way until it enters the public domain and in any event for a period of no less than 5 (five) years from delivery of the Products and/or the performance of the Services:
- all that expressly defined by Cleverttech as private or confidential;
  - all that relating to the terms of the Contract, such as for example, payment and delivery terms, potential discounts, etc;
  - all that relating to the design of the Products, such as for example, technical drawings and operating parameters;
  - all that relating to aspects and profiles correlated with data and/or intellectual property rights of Cleverttech of which the Supplier becomes aware as a result of the supply of the Products and/or the performance of the Services;
  - all that relating to the performance of the Service such as, for example but not limited to, ideas, materials, documents, technical data, as well as any information relating to know-how, processes, internal procedures and/or procedures adopted by Cleverttech in its relationships with clients, employees or suppliers, hardware and network software used by Cleverttech, and any other fact regarding any activity of Cleverttech, in any manner collected or processed by the Supplier, including the remote link to tools and the IT networks of Cleverttech;
  - all that of a commercial nature relating to Cleverttech's business, such as for example, the names of clients and other suppliers;
  - all that which, because of its nature and/or importance, is to be considered confidential.
- 22.2. Confidential Information does not include:
- any information that has already entered the public domain when communicated by Cleverttech to the Supplier or enters the public domain for reasons not attributable to the Supplier;
  - any information that must be provided to third parties by law or by order of the Authority.
- 22.3. This article applies in addition and does not replace any bilateral confidentiality agreement or other similar agreement that may



be entered into between Cleverttech and the Supplier in relation to the performance of the Contract.

- 22.4. If the Contract is terminated, the Supplier undertakes to keep the Confidential Information private and confidential and therefore not to disclose it in any way for a period of no less than 5 (five) years from the termination.

### **23. Force majeure**

- 23.1. If proven causes of force majeure or fortuitous events not attributable to the Supplier impede the timely fulfillment of the Supplier's obligations pursuant to the Purchase Order, the delivery of the Products and/or the performance of the Services may be suspended, subject to a dedicated written statement, provided the Supplier has promptly informed Cleverttech in writing concerning the emergence of the circumstance of force majeure and has done all within its power to limit its detrimental effects.
- 23.2. If the duration of the suspension surpasses 30 (thirty) days, Cleverttech may withdraw from the Contract, with the exclusion of any compensation for damages and/or reimbursement on any basis whatsoever in favor of the Supplier.
- 23.3. The force majeure circumstance, of any nature whatsoever, may not be invoked should it occur subsequent to the deadline established for the delivery of the Products. Any delays of Sub-suppliers shall not be considered force majeure events.
- 23.4. Force majeure is considered, but is not limited to, the following: (a) natural disasters such as fires, floods, earthquakes, hurricanes or other extreme natural events; (b) political-economic-social disorder, wars, sabotage, terrorist attacks, epidemics/pandemics or the national or transnational spread of infectious diseases, as well as other similar unpredictable and unavoidable events; (c) strikes, lock-outs and other situations that may occur in the case of business and industrial disputes; (d) interruptions in electricity supplies or in telecommunication connections; (e) measures undertaken by the government, the judicial authorities or other authorities, beyond their legitimacy.

### **24. Authorization to use Distinctive Marks**

- 24.1. With the receipt of the Purchase Order, the Supplier expressly represents that it authorizes Cleverttech, free of charge, to use its logo, trademark or distinctive mark (all indifferently defined as "Distinctive Mark") so that Cleverttech can reproduce it and include it on one or more of its websites or promotional, commercial or advertising materials, including on social networks, only for the purpose of informing the public (third parties) of its supplier portfolio.
- 24.2. The authorization pursuant to Article 24.1 is provided to Cleverttech for an unlimited term, without prejudice to the Supplier's right to revoke it at any time, by sending a written notice, 30 (thirty) days in advance.
- 24.3. Cleverttech agrees to use the Supplier's Distinctive Mark in compliance with the methods specified above, as well as in compliance with any applicable laws (EU and/or domestic) on the matter.
- 24.4. Vice versa, the Supplier is prohibited from reproducing on its website, social media accounts, in advertisements, newspaper articles, magazines and advertising material of any type whatsoever, any image and/or indication referring to the Products manufactured and/or the Services performed on behalf of Cleverttech.

### **25. Privacy policy. Supplier Consent**

- 25.1. The Parties, in fulfillment of their contractual obligations and in the execution of the obligations pursuant to the Purchase Order, ensure that they act, each insofar as it is responsible, in compliance with the provisions of EU Regulation 679/2016 ("GDPR") as well as Italian Legislative Decree 196/2003 as amended ("Privacy Code"). To this end, Cleverttech provides suitable information on the methods and purposes of personal

data processing in its "Personal data processing policy" available in its full version online on the Cleverttech website at <https://cleverttech-group.com/assets/pdf/privacy-it.pdf>, which the Supplier hereby states it has viewed and which it shall transmit to the data subjects involved.

- 25.2. If in execution of the Contract the Supplier collects and processes the personal information of End Clients, the Parties undertake to define and govern their respective privacy roles by means of dedicated data processor appointment agreements ("DPA") or joint data controller agreements when applicable.
- 25.3. The Parties also represent that the processing, storage and transmission of personal data is carried out with observance of all precautionary measures, which guarantee security and confidentiality, in compliance with the GDPR and the Privacy Code, to be able to effectively meet the obligations established in legal, statutory and fiscal regulations relating to the business activity of the Parties, including the management of collections and payments deriving from the performance of contracts.

### **26. Code of Ethics and Conduct Guidelines**

- 26.1. In carrying out the activities subject to the Contract, the Supplier commits to observing the regulations contained in the Code of Ethics and Conduct Guidelines transmitted by Cleverttech, which the Supplier undertakes to sign in acknowledgment of its knowledge and acceptance of them and to return to Cleverttech without undue delay.
- 26.2. The Supplier undertakes to promptly report every event that may be considered a violation of the Code of Ethics and the Conduct Guidelines. This commitment also must be deemed assumed pursuant to and for the effects of Art. 1381 of the Italian Civil Code, also in relation to the employees and/or collaborators working for the Supplier and/or Sub-suppliers.

### **27. Audit**

- 27.1. While the Contract is in force and for the subsequent 6 (months), after providing reasonable prior notice, Cleverttech has the right to conduct, or to have another party conduct, quality, technical and/or IT audits on the Supplier, in order to: (i) examine the processes, procedures or control mechanisms underlying the fulfillment by the Supplier of the obligations deriving from the Contract; (ii) monitor the use of AI Systems by the Supplier, which hereby undertakes to make available to Cleverttech its system logs, algorithms used and documentation relating to risk management; (iii) verify the Supplier's compliance with the Code of Ethics and Conduct Guidelines of Cleverttech; (iv) check documents deemed useful and/or necessary for the performance of audit activities, and make copies of them.
- 27.2. If the audit brings to light any shortcoming on the part of the Supplier, the Supplier shall reimburse Cleverttech for the audit costs, without prejudice to any other right that Cleverttech may claim pursuant to the Contract and applicable laws.

### **28. Insurance**

- 28.1. At the request of Cleverttech, for the entire duration of the Contract, and unless agreed otherwise in writing, for the entire Warranty Period, the Supplier undertakes to maintain at its own expense Product Liability, Employer's Liability and Third Party Liability insurance for an insured value no lower than the Price or any amount established in the Purchase Order, as well as all additional compulsory insurance required by applicable laws.
- 28.2. The Supplier shall send a copy of the insurance contracts within no more than 8 (eight) days of when the Contract is entered into. Lacking the above-mentioned documents, Cleverttech reserves the right to terminate that Contract.
- 28.3. The insurance coverage shall not limit in any manner the Supplier's liability for the Products delivered and/or the Services provided in favor of Cleverttech.



**29. Governing law and court of competent jurisdiction**

- 29.1. The Contract is governed by Italian law and any dispute depending on or connected to it in any manner whatsoever shall be subject to the exclusive jurisdiction of the Court of Reggio Emilia (Italy), without prejudice to Cleverttech's right to act before the court of the defendant.

**30. Miscellaneous**

- 30.1. Any tolerance by Cleverttech of infractions, including repeated, of the obligations deriving from the General Purchasing Terms and Conditions shall never entail any waiver of Cleverttech to the enforcement of its rights with respect to the Supplier, nor shall it jeopardize in any manner whatsoever the validity of the clauses violated or the other clauses.
- 30.2. In the case of the total or partial invalidity of one or more clauses of the General Purchasing Terms and Conditions, such Terms and Conditions shall remain valid. Provided that any null clauses are not essential in nature, they shall be replaced with fully valid and effective provisions.
- 30.3. In no case may these General Purchasing Terms and Conditions be interpreted as a subordinated employment, supply and/or agency contract and/or any other type and/or nature of contract with respect to the subject and purpose set forth herein.
- 30.4. The Supplier shall send all communications that may become necessary in the course of the fulfillment of the Purchase Order to the email address of Cleverttech from which the Purchase Order was sent to the Supplier.

Place and date: [-]

Signature: [-]

Specific acceptance is provided, pursuant to and for the effects of Arts. 1341 and 1342 of the Italian Civil Code, of the conditions pursuant to Articles: 2.2. (Supplier Profiling); 5.8. (Delivery terms and delay penalties); 6. (Price and payment terms); 8.7. (Performance of Services); 9.3. and 9.4. (Product Inspection and Testing); 10.5. (Compliance); 11. (Warranty and liability); 12.5. (Technical and economic changes); 13.1., 13.4. and 13.5. (Spare parts, After-sales services and Updates); 14.(Withdrawal); 15. (Termination); 16.1. (No assignment of the Contract); 17.2. (Sub-contracting); 18.2. (Applicability in the case of Procurement Contract); 19. (Customer protection); 20. (Intellectual Property); 21. (Third-party intellectual property rights); 23.2. (Force majeure); 24.2. (Authorization to use Distinctive Marks); 26.2.(Code of Ethics and Conduct Guidelines); 27. (Audit); 28.2. and 28.3. (Insurance); 29. (Governing law and court of competent jurisdiction).

Place and date: [-]

Signature: [-]