

General Terms and Conditions Würth IT Italy S.r.l.

These general terms and conditions are exclusively applied to all contractual alliances carried out by Würth IT Italy Ltd. (hereinafter called Würth IT Italy) with individuals, legal persons or other entities (hereinafter referred to as Clients) for professional or commercial services rendered, unless waived or upheld by other specific written agreements with Würth IT Italy.

General Regulations

§ 1 Validity

Würth IT Italy can particularly supply the following services and products:

- Licence of software products
- Hardware products
- Setups
- Development and personalization of the software
- Installation of the software
- Software maintenance and assistance
- Organizational and management consultancy
- Providing of IT services (support, assistance, distance/hotline services, hosting, servicing of application, etc.)

Special conditions may apply for software, hardware and third-party data co-marketed by Würth IT Italy. In case of contradictions to the above general terms and conditions, the latter prevails with the exception of the conditions of warranty as exclusively regulated by Articles 15 and 18 of these conditions and which without prejudice, Würth IT Italy has the right to confirm or modify.

Should these general terms and conditions present any conflicts with respect to the contracts and offers of Würth IT Italy, the condition of the contract or the offer will prevail over the general terms and conditions.

The general terms and conditions of the sale to other types of clients, whether contrasting or supplementary, are not considered part of the contract unless specifically accepted in writing by Würth IT Italy and even if not expressly rejected by the same.

§ 2 Contract conditions, from the start to the conclusion of the Contract

1. The Client assigns the project and at his request, Würth IT Italy appoints its own project manager while the Client will appoint a contact person of the company. Both will have complete jurisdiction over all decisions, even those that must be taken immediately. Würth IT Italy's project manager should put into writing every decision made, while the Client's contact person should have an address, even an email address, so he/she can be informed of these decisions and is also responsible for making sure they are implemented. The Client's contact person should be available to Würth IT Italy for any collaboration needed and therefore, to a certain extent be free from other commitments. Würth IT Italy agrees to consult the client's contact person whenever it is reasonably necessary, to deal with the order.

Even in the case when the activities are carried out with the client, Würth IT Italy will have exclusive authority over its own employees and the Client's contact person can only give instructions to Würth IT Italy's project manager and not directly to its employees and their auxiliaries.

2. At the Client's request, at the start of the project Würth IT Italy will prepare a written schedule of activities and time frames, including those deadlines already agreed upon, and update them whenever necessary. Würth IT Italy will regularly inform the Client about the progress of the project.

3. If Würth IT Italy verifies that the Client's project is incorrect, incomplete, unclear, not feasible or not feasible as proposed, it will promptly give a written notice to the customer who must then decide how to proceed immediately.

4. In case the Client's project is not clearly formalized in the contract, upon request and with the assistance of the Client, Würth IT Italy will present a detailed list of specifications for the approval of the Client. In case of compliance with the contract, the Client will approve it in writing within 14 days and this will be binding on the project.

§ 3 Order management

1. Both the Client and Würth IT Italy acknowledge that a high level of cooperation and trust are essential elements for the partnership, and more generally for the correct implementation of the contract.

2. Würth IT Italy will carry out each of its services with professional diligence and in accordance with the current standard of technology available Würth IT Italy may rely on the cooperation of third parties of their choice and may sub-contract its services and is entitled to replace each of them at any time. Unless otherwise agreed on, Würth IT Italy is responsible for the services rendered by third parties but within the limits of their responsibility.

3. When the Client requests the termination of services, for example in case of cancellation, indemnification or reduction of damages, he or she must always do so in writing indicating the end of a period of notice and such may be declared only after two (2) weeks from the expiry of that period, unless a longer period of notice is not specified explicitly in the present general terms and conditions.

4. The date and terms of delivery are indicated in the respective contracts stipulated between the Client and Würth IT Italy. The terms of delivery, unless otherwise specified in writing is not binding.

Würth IT Italy considers the project extended when it does not receive the timely information or collaboration from the Client, advanced payments, necessary authorizations, etc. or if the Client does not implement on time the prerequisites for the installation, and in case Würth IT Italy is prevented from fulfilling its obligations due to circumstances beyond its control. The extension will have the duration that corresponds to the impediment which Würth IT Italy is obligated to communicate to the client.

§ 4 Prices / Currency

1. Unless otherwise specified, all prices and tariffs are in Euro, excluding the VAT where applicable, and fixed till the end of the scheduled implementation of the service.
2. The prices of the hardware and software, unless specified otherwise, do not include packaging and transport.
3. With regard to periodic updating, Würth IT Italy has the right to do so by the end of the year, with 3 (three) months' notice. In case of disagreement with the Client, he or she may terminate the contract through registered mail within 20 (twenty) days upon receipt of the update, effective from the beginning of the new year.
4. After the stipulation of the contract and doubts arise about the solvency of the client, Würth IT Italy has the right to withdraw the original terms of payment and demand immediate payment.

§ 5 Terms of payment

1. Unless otherwise specified, payment should be made within 30 (thirty) days upon release of the invoice even in case of billings for partial services rendered. In case of late payment, default interest will be calculated equal to the current ECB rate plus 7 points, ex L. Decree 231/2001.
2. In case of the Client's failure to meet a deadline of payment, Würth IT Italy has the right to terminate its services or the contract in question at any given time after securing an extension of at least 15 (fifteen) days. All other outstanding invoices of Würth IT Italy will become subject to immediate payment and Würth IT Italy may demand payment before rendering other services.
3. The Client has no right to retain supplies in discordance with the contract or give contested credit compensation with its own debts to Würth IT Italy, without prior written consent.

§ 6 Obligation to verify and report any defects

1. The Client has the obligation to check immediately the merchandise and services of Würth IT Italy and notify in writing about any eventual complaints within 7 (seven) days of consignment of the merchandise and services. Any hidden damages must be reported in writing within 8 (eight) days after its discovery.
2. Together with the complaint, the customer must submit a detailed description of the defects; the contact person described under article 2.1 should make the complaint.

Failing to do this, the complaint will be considered ineffective.

§ 7 Corporate Security – Data Protection

1. All product information and technical processes are covered by business secrecy of Würth IT Italy Ltd. and must be protected by the Client with suitable means. In particular, the documentation consigned and the software licensed for use may not be copied, reproduced or made accessible to third parties, except to the extent necessary for the implementation of the contract and expressly provided by it. Copying is permitted only for backup purposes. Article 14 also applies. They are also subject to the mandatory provisions of Italian law concerning the protection of software.
2. If Würth IT Italy as part of its services, becomes aware of information concerning the Client, and is defined by the Client in writing as confidential and protected, the preceding paragraph holds true for Würth IT Italy. The exclusion or

limitation of liability referred to in Article 9, however, applies also to this obligation of Würth IT Italy.

3. Each article in the contract (e.g. offers, quotations, test programs, drawings, specifications, concepts, technical and commercial specifications) conveyed to the Client is owned by Würth IT Italy, and as regards the know-how from the same, they should not be copied or disclosed. In case the contract fails to conclude, they should be returned or cancelled and should not be used. The Client agrees to protect this data with utmost diligence, and among other things, agrees not to divulge the data to a third party or allow others to view, copy or use it even in part, without prior written permission from Würth IT Italy. Confidentiality remains even if agreed in writing that such data becomes the property of the customer.
4. The customer will autonomously ensure that his organization adapts to the security measures provided by the General Data Protection Regulation (EU) 2016/679 ("GDPR") and its subsequent amendments. Würth IT Italy assumes that the processed data is always protected by these measures.
5. Würth IT Italy complies with the provisions of law regarding the protection of personal data. When Würth IT Italy is granted access (for example, for remote/distance maintenance) to the hardware and software used by the customer, Würth IT Italy will not use personal information for commercial purposes. In contrast, the transfer of personal data can only happen in exceptional circumstances as an indirect effect of the implementation by Würth IT Italy of its contractual obligations. Würth IT Italy will treat this personal data in accordance with the provisions of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and subsequent amendments.

§ 8 Patent / Copyright Infringement

1. The Client agrees to immediately notify Würth IT Italy in writing and in detail, regarding its rights claimed or threatened by any third party due to infringement of patents or copyrights from the use of products or documentation. The Client hereby authorizes Würth IT Italy to assume the exclusive management of the dispute with the third party in and out of court. Würth IT Italy expressly reserves the right to resort to defensive and precautionary measures and the negotiation of such claims.
2. Würth IT Italy is not liable for violations resulting from failure to use a modification and/or the non-integration of a product or documentation communicated to the client. The same applies to violations from the use of products not specified in writing by Würth IT Italy.

§ 9 Liabilities

§ 9.1 Liability consequences

1. Within the scope of its own field of responsibility, Würth IT Italy undertakes a contract and an extra-contract warranty for the following:
 - a) in cases of serious faults and failure of Würth IT Italy to fulfill an obligation to the Client with regard to quality, Würth IT Italy will respond within the limits of the sum foreseen for damages that would have been avoided if due diligence had been used or the appropriate quality that was guaranteed had been rendered.
 - b) for all other cases (e.g. slight defects): Würth IT Italy will respond only to cases of violation of an essential obligation that substantially jeopardizes the purpose of the Contract. The liability will be limited to foreseeable typical damages at the Contract stipulation date, and at the amount of 30,000 Euros per single damage request, and however, at the maximum sum of the single Contract for the overall set of requests related to the contract itself.

c) in all cases: in the event of damages against which the insurance was stipulated, Würth IT Italy will respond within the limits of the reimbursement acknowledged by the insurance company and upon payment by the insurance company itself.

2. Indirect damages will not be indemnified (e.g. orders cancelled by clients, fines or reimbursements of any kind) and nor those of a financial nature resulting in damages for savings not realized, failure to make profits, production failure, interest losses and damages arising from third party requests against Würth IT Italy, except when subject to the limits foreseen by binding law provisions.

3. Likewise will be true for damages to persons and pursuant to laws on product liability, except for cases of objective liability.

4. In case of loss of or damage to data, Würth IT Italy will be held liable only for what is needed for the recovery of data, with the supposition that the Client has adopted the proper precautions to ensure that the software works suitably and in all cases has provided for a suitable back up of data at least once a day.

Separate billings will be issued for the recovery of altered or cancelled data used by the Client or third parties without authorization or permission.

As to other cases, the liability terms applied are those given in Art. 9.

§ 9.2 Liability limits

1. Contractual and non-contractual indemnity suits filed against Würth IT Italy and its auxiliary branches are subjected to an expiry term of one year, even if proposed exceptionally, by way of counterclaims.

2. The liability time frames will start from the date of the complaint or when the Client became aware or should have noticed the object of claims through correct applications on which the claim is based, and also with the identification of the binding fact. Said liability time frame limits will not be applicable where Würth IT Italy incurs criminal intent or serious faults or harm caused to people.

3. The warranty period will be applied in compliance with Articles 15.5, 18.2 and 29, independently from this current clause.

§ 9.3 Insurance

1. As required in commercial dealings, Würth IT Italy and the Client will have to insure themselves against cases of damage to persons, material damages and financial losses. To comply with the requirements of their respective insurance companies, they will have to make sure that the obligatory coverage is not jeopardized by their conduct.

2. In the case of an insured incident, the parties will supply mutual support at both the informative levels and in compiling all the papers/documents needed based on the circumstances, so as to ensure that the other party can avail of its insurance coverage.

§ 10 Changes in Services

1. During the Contract validity period, the Client and Würth IT Italy can propose changes at any time, to be forwarded in writing, especially regarding changes in products, services, procedures, agreements and expiry dates.

2. Should the Clients intend to change their demands, Würth IT Italy will notify the Client within a reasonable period – intended as the time agreed between the parties according to the

complexity of demands relayed – whether or not the changes are feasible and in consideration of the consequences of the adjustments of these specifications, especially with regard to costs (particularly increases in compensations) and other planned deadlines. The Clients will then have to notify Würth IT Italy in writing within the succeeding 10 working days, whether they intend to accept the changes proposed or maintain the Contract with the original conditions.

3. Upon the request of Würth IT Italy, the Client will specify his own modification plans giving the same specific details as in the orders assigned in the stipulated Contract. Upon request from the Client, Würth IT Italy will undertake this task for a fee, according to the cost and conditions agreed to beforehand in writing, each time by the parties 4. Würth IT Italy shall be allowed to bill the Customer separately for the verification of the modification proposal, whenever considerable expenses are incurred by this verification.

4. Würth IT Italy will check the changes proposed and separately bill the Client, should these changes entail great expenses.

5. In cases where Würth IT Italy proposes changes, the Client will have to send a notification in writing within 10 (ten) working days, of its acceptance or rejection of the proposal.

6. During the period needed for an agreement regarding the changes, the Contract will remain in force with all the original terms. Should the Client and Würth IT Italy not reach a definitive agreement, the Client may request the termination of contract relations in compliance with Art. 3. However, the Client will have to pay Würth IT Italy the complete amount as if the Contract was continued.

Hardware and Software

I. Supplies for standard Software

§ 11 Delivery

1. Würth IT Italy will deliver the software to the Client together with user documentation saved on paper support systems. The moment the software has been dispatched to the Client, Würth IT Italy will consider its software contract obligations fulfilled. Except when agreed on otherwise, the consigning of the merchandise to the forwarding company will be regarded as delivery of merchandise to the client, at the time and place of consignment written on the Bill of Lading, independently from what was agreed as to transportation costs. All risks related to the goods are transferred to the Client at the place and time of consignment.

2. Should the Client request assistance from Würth IT Italy in writing (applications engineering, installation, instructions, training or consultancy), this will be remunerated on the basis of time and activity.

3. The Client is obliged to examine the software in trial application conditions before using it in production processes. Würth IT Italy will have to be informed of the results of this testing phase.

§ 12 Rights of Use

Art. 12 Rights of Use

1. Depending on the clients, Würth IT Italy surrenders to the Client the non-exclusive right to use the software license supplied in compliance with the contract scheme agreed on, to

handle the company's internal transactions or with subsidiaries or the Client's holding company with over 50% of shares.

2. The sum paid for supplies will be related to the extent of rights of use foreseen by the program's license for use, particularly according to the type of user agreed on and the correlated maximum number of users admitted (end users). In case of extensions of the original rights of use, the Client will have to immediately inform Würth IT Italy for invoicing purposes. Should this not be complied with, Würth IT Italy reserves the right to apply a surcharge to the Client for each user it did inform the company about, in compliance with Würth IT Italy's current pricelist.

3. The Client will allow Würth IT Italy to verify the users.

4. The software can be used exclusively on the hardware foreseen by Contract, which will be checked for compatibility with the software by Würth IT Italy. The Client will immediately notify Würth IT Italy every change effected within the software setting.

§ 13 Intellectual Property Rights

1. All the exclusive rights related to the software and the future upgrades – particularly the copyright, creative invention rights and rights of industrial property and know-how – are reserved to Würth IT Italy and not transferred to the Client. Regarding software, the Client only has the rights contained in Art. 12.

2. Except when otherwise agreed to in writing, delivery will not include the source code. Würth IT Italy undertakes to supply, on request by the Client, the standard interface programs so as to allow interoperations of the program with other software of the client or third parties.

3. The Client has the right to duplicate the software only for back-up purposes. The Client may make copies of the instructions for use documentation within the limits of the contract scopes. Authorization to duplicate/copy the instructions is valid only for the use of the Client's staff.

4. The Client can make modifications or extensions on his own or through third parties. Würth IT Italy will not be held liable for these innovations. Any variations with respect to the standard Würth IT Italy software setting will have to be listed in separate settings/records. Würth IT Italy will have the faculty to develop the same items and functions for the standard software and/or for the clients. Würth IT Italy can use the source code of the modifications and extensions of the Client only when allowed to do so by the Client.

5. Should the Client, without due permission, extend his right of use (operation setting, extension of the processors and/or number of clients) and surpass the foreseen license or seriously violate, to the disadvantage of Würth IT Italy his obligations to protect the program pursuant to Art. 12 of the general terms and Conditions of this Contract, Würth IT Italy will have the right to retroactively revoke the right of use, if the violation is serious, and to concede a precautionary "curing period" term to remediate, in other less serious cases.

6. The notes on property and intellectual rights must not be removed, and eventual copies must contain the same notes.

§ 14 Client's Obligation to cooperate

1. The Client is obliged to ensure that the product includes the current version of the software and/or firmware, or the immediately preceding version. If the services requested by the Client do not include the upgrading of the product, the Client

may request the latest version, which will be separately invoiced. Products modified without the prior written consent of Würth IT Italy will not meet the conditions necessary to the rendering of Services by Würth IT Italy.

2. The Client will have to communicate without delay and in writing, all the errors and problems encountered, and furnish an analytical report with comprehensible details.

3. Each inconvenience and additional activity caused by the violation of the obligations here established will be charged to the Client.

§ 15 Software Warranty

1. According to sales regulations, Würth IT Italy guarantees the quality features of the software expressly agreed on and that the rights of use conveyed to the Client are not subject to any complaints and/or claims by third parties.

Let it be understood that on the basis of the actual state of technology, it is impossible to categorically exclude software errors in whatever use conditions or guarantee the uninterrupted use in any combination with other hardware or software.

In cases where the defect in quality is proven, Würth IT Italy will undertake to freely supply the Client with a new version of the software without defects or see to eliminating the defect free of charge. The removal of defects may consist also in giving the Client alternative solutions that would render the defect harmless and demand that the Client adopt these solutions.

2. In cases of proven manufacturing defects, Würth IT Italy will freely convey to the Client the option for the legally valid use of software supplied or a replacement or an equivalent though modified type of software. The Client will have to accept a new version of the software, if the production setting foreseen by contract has been maintained and as long as the acceptance will not entail unreasonable inconveniences to the Client's due adaptation and conversion needs. The degree of urgency for the intervention still under guarantee with Würth IT Italy, will be evaluated according to the extent of operating downtimes.

3. If the software continues to function incorrectly, the Client will have the right to withdraw from the Contract or reduce the compensation, on the condition that an adequate term, for correction, though to no avail, was conceded in writing (not less than 15 working days).

The specification/determination of a date/term will be binding on the notification of the refusal of the succeeding intervention when the term passed to no avail. The specification/determination of a term and the refusal to accept the delayed intervention will not be necessary if the default for delayed action is proven to be not governed by law.

4. Würth IT Italy will indemnify or pay for the damages due to useless costs caused by defects, within the limits foreseen by previous Art. 9.

5. The term for the warranty referred to in the previous paragraphs 1 to 4 is one year from the date of delivery of the software (also for requests related to the resolution or reduction in accordance with paragraph 3).

6. For third-party products, only the warranties specified by the respective suppliers will hold. These regulate in particular, services, warranty period, right to terminate/withdraw and generally any other right of the Client.

§ 16 Subcontractors' / Third Parties' Software

1. For software that is expressly identified as software of third parties or sub-suppliers, Würth IT Italy will guarantee only

compatibility with the software of Würth IT Italy. Würth IT Italy will conduct accurate tests to this regard.

2. As needed, Würth IT Italy can procure a maintenance or servicing agreement with the sub-supplier for these products. Not having access codes to source of the software, Würth IT Italy will not accept the obligation to eliminate errors but will, however, solicit corrective actions from the sub-supplier or try out alternative solutions. Upon certified requests moreover, Würth IT Italy will supply to the Client a new version and/or upgrades to the software, and place at the Client's disposal the same conversion tools supplied by the sub-supplier.

3. If these actions do not bring about a positive and immediate solution, Würth IT Italy will have the right to offer the software of another qualified supplier.

4. As to third-party software, the general conditions in the agreement framework of the software producer's contract will be expressly held as valid. This particularly holds true for the regulations of the aspects related to intellectual property rights, warranties and conveyances to others. The Client expressly acknowledges that for the supply of third-party software, Würth IT Italy undertakes to solely offer the warranties foreseen by the producer.

5. When requested by the Client, Würth IT Italy undertakes to place at their disposal the general conditions of the third-party software producer.

II. Hardware supplies

§ 17 Object of the delivery

1. The following conditions regulate the rights of the Client in relation to the purchase of hardware products through Würth IT Italy .

2. The dates, terms, and goods to be delivered are established in the Contract stipulated between the Client and Würth IT Italy

§ 18 Delivery conditions

1. With the transfer of the merchandise to the forwarding company/dispatcher, the property passes on to the Client, also in cases of uncharged shipping or at forfeit costs. When the merchandise is collected by the client, the passing of property is affected the moment the material is prepared for collection.

2. Delivery terms will be considered binding by Würth IT Italy only in terms of the supplies' time frame carried out by the original supplier of the goods. Würth IT Italy will not be held liable for delays attributable to the supplier-manufacturer

§ 19 Warranty

1. The warranty conditions relating to hardware products are determined by the general conditions established by the producer.

2. The warranty does not cover the faults caused by the Client's carelessness, imprudence or negligence, power overloads, interventions not authorized by the Client, or cases of uncontrollable or force majeure events

§ 20 Ownership

1. Ownership to the Products remains vested in Würth IT Italy until the full payment for supplies has been made, and when all

the Client's demands also in the future regarding the hardware supplies, have been fulfilled.

2. Should the ownership of Würth IT Italy over the goods subject to the title retention clause be no longer be valid in relation to other goods (e.g. on installation), the parties agree that the co-ownership title to the overall goods of the Client be transferred to Würth IT Italy according to a pro-rata, in conformity with the billing value of the goods subject to the title retention, and that the Client will hold on to the overall goods on behalf of Würth IT Italy , free of charge.

3. The Client will take, at his own expense, an insurance policy for damages and theft, for an equitable amount in favor of Würth IT Italy , for the reserved goods.

4. The Client has the right to use and sell the reserved goods within ordinary activity settings, if he is not overdue with payment obligations. In case of resale, he will retain ownership of the goods until the entire payment has been settled. The reserved goods cannot be given as a guarantee or surety. As a precautionary measure, the Client transfers hereby to Würth IT Italy , each and every right before third parties, arising from sales or having any type of legal grounds regarding the reserved goods. Würth IT Italy authorizes the Client (until further notice) to exercise the rights transferred, on his own behalf and on behalf of Würth IT Italy . The Client will make public the transfer of said rights upon request by Würth IT Italy , and furnish to the same, the necessary information and documents.

5. Should the reserved goods be detained by third parties, the Client will notify the detaining party about the rights of Würth IT Italy and will immediately inform Würth IT Italy in writing.

6. Should Contract obligations not be fulfilled by the Client – specifically with regard to payment obligations - Würth IT Italy will have the right to immediately repossess the reserved goods, also before third parties, with the exclusion of the Client's title retention, and at his expense. To this end the Client hereby transfers to Würth IT Italy his right to perform ownership actions before third parties. The repossessing and detaining of reserved goods by Würth IT Italy will not be a cause for the resolution of or withdrawal from the current contract itself.

7. Without prejudice to the faculties provided by paragraph 4 of this Article, the Client will serve as a simple guardian and depository of the merchandise until this is fully paid for, and will not give it as guarantee, or transform or bind the goods in any way without the prior written consent of Würth IT Italy .

III. Customization

§ 21 Subject

1. As regards modifications or personalization, Würth IT Italy conveys to the Client those same rights of use foreseen for the standard program to which they refer. The Client furthermore has the right to use the additional and/or special programs that respect the Würth IT Italy standards within the limits contained in Art. 12.

2. The documentation on instructions for use (on physical support systems) will be furnished only if explicitly foreseen. Should these be furnished, the modifications/customization having an influence on the usage documents of the standard program, will not be included in these documents but documented separately.

§ 22 Specifications for Services and Acceptance

1. The specifications will be laid down by the Client and approved by Würth IT Italy. Should there be need for the details

of the Client's specifications, the Client will collaborate with Würth IT Italy by giving a detailed explanation of the concept in compliance with its own demands, after the issuance of a separate written order. Würth IT Italy will present it to the Client for his approval. The Client will approve it in writing within 14 days. Unless agreed otherwise, the service will be invoiced based on the activity performed. The detailed concept approved will include the binding specifications for the future activities. If requested, Würth IT Italy will perfect the same during program conversion in coordination with the Client.

2. The Client will test the services in full operating conditions and should these be found conforming to the same specifications, will accept in writing. The testing sessions will have to be done in the presence of the Würth IT Italy staff. Except for diverse agreements, the Client and Würth IT Italy undertake to lay down a common agreement in writing on the date for the tests which will have to take place, however, not later than three weeks from the conclusion of the project's implementation phase, determined in the declaration signed by Wuerth Phoenix and sent to the client. After the tests have been performed, the Client will notify Würth IT Italy in writing about his acceptance, or of the defects discovered, with a precise description within that period, or in the case of the use of the service by the Client without express reserve in its operations, the services will be considered as accepted. Minor defects that do not substantially jeopardize the Client's activities will not block the tests, and will not signify refusal to accept. If a period of three weeks passes from the delivery of services, without the possibility of carrying out said tests for reasons not attributable to Würth IT Italy, the service will be considered as accepted.

3. If supplies or partial services agreed on are used separately by the Client, these will have to be tested individually. In this case, after the partial test, the entire services will be considered as tested.

§ 23 Warranty

1. Phoenix will guarantee that the service fulfills the qualitative specifications expressly agreed on, and will have no such defects as to preclude or reduce the efficiency of the software service ordered. In compliance with Art. 22 section 2, the warranty period is for one year from the acceptance date.

2. Should there be a delay in the program for Würth IT Italy's removal of defects, the Client will have the right establish a suitable term for repairs on defects with a notification of non-acceptance of the removal of defects after unsatisfactory expiry of the term. If the term expires without the correction of defects, the Client may request a reduced price, the resolution of contract or—within the limits set in Art. 9—an indemnity pursuant to the law provisions.

3. If the Client requests for correction of defects that Würth IT Italy finds inexistent or does not depend on Würth IT Italy, the costs for the intervention will be charged to the Client.

IV. Maintenance of the WÜRTH IT ITALY Software

1. Basic maintenance includes the elimination of technical errors, further development of standard programs by Würth IT Italy, supply of upgraded versions by Würth IT Italy as well as new audits of corrections and the debugging of the version. All the other services will be remunerated by the Client on the basis

of the undertaking, particularly the elimination of errors in relation to other programs not supplied by Würth IT Italy. Basic maintenance starts from the date of delivery of the software.

2. With a 3-month notice Würth IT Italy has the right to update its maintenance services and the related procedures for the development of data processing techniques and on the customized maintenance market, for all Würth IT Italy's clients and their demands.

3. The obligation to eliminate the errors always refers to the last correction status of the last 2 (two) more recent versions of the standard software. Würth IT Italy, on request by the Client, will assess whether to correct errors in the older software versions. In this case, said correction activities performed on versions older than the last 2 (two) releases, will obligatorily be paid for by the Client. Würth IT Italy will try to keep the costs of these corrections within reasonable limits.

4. The Client will have the right to set an adequate term for the correction of errors with a notice of non-acceptance of the elimination of errors or if the correction fails definitively. The Client may request a reduction of maintenance contract fees, and give an extraordinary written notice regarding a resolution and/or demand – within the limits given in Art. 9 – an indemnity.

§ 25 Further Development of Standard Software

1. Würth IT Italy undertakes to furnish further developments, releases as well as new audits on corrections within the field of the standard software, including the related documentation on physical support systems after release on the market. This will not hold for developments offered separately by Würth IT Italy, such as new programs.

2. The Client has the obligation to transpose the correction of errors (PFT-files) into its own electronic data processing system.

3. The Client has the obligation to ensure efficiency of his electronic data processing system and the correspondence of the software system to state-of-the-art conditions of the sector required by Würth IT Italy programs in the field of improvements referred to in the abovementioned clauses, and generally even in Würth IT Italy's online documentation. In case of doubts, the updated referral documentation is that issued online. A new release may require the Client to use an upgraded version of the software system and/or of sub-suppliers or third parties. Würth IT Italy will notify the Client on time regarding requirements that will have to be made available for the maintenance service, and the related deadlines.

4. The Client who wishes to install a new version of the software needed for sub-suppliers or third parties will have to inform Würth IT Italy beforehand.

§ 26 Hotline

1. The hotline service consists in sending and receiving via telephone, the questions and complaints regarding the use of the Würth IT Italy software, and if necessary, in giving support to clients by clearing the problems related to the use of software acquired through Würth IT Italy.

The annual fee for basic maintenance of software includes the hotline services up to a maximum of 10 problem-solving sessions yearly. Further additional hotline services will be invoiced according to budget estimates based on separate quotes.

Hotline services are furnished during Würth IT Italy's ordinary working hours. Würth IT Italy has the right to answer the Client

by phone or in writing. The Client will assign contact persons authorized to use this service. They will be trained to use the software.

2. This service does not refer to electronic data processing systems on which the programs are used and to the correction of errors in the Client's databases. In the same way, the service does not regard general consultancy services. However, should Würth IT Italy supply such services, these services will be paid for on the basis of the extent of the undertaking.

§ 27 Compensation for Maintenance and Resolution Services

1. Compensations agreed on for basic maintenance and hotline services (up to a maximum of 10 problem-solving issues yearly) are calculated by percentage of the related price for the supply of standard programs (based on the pricelist) in force at the time established within the limits of the rights of use specified in the Contract. These compensations are subject to updates when these limits are extended.

2. The fees will be paid in advance for the entire calendar year. In case of installations during the year, the charges will be estimated proportionately.

3. From the next calendar year onwards, Würth IT Italy will have the right to change the percentage requested, and will thus stipulate new maintenance agreements. A rise in prices will come about only once a year with a 3-month notice, and will have to be reasonable.

4. Maintenance agreements may be resolved and rescinded with a 6-month notice, except when otherwise agreed.

§ 28 Assistance for software customization

1. As long as there is a maintenance agreement for standard programs, Würth IT Italy will likewise guarantee, with compensation based on the extent of the undertaking, the maintenance of the modifications / customization and the programs and additional programs supplied after stipulating a separate agreement with the Client. Installations performed during the year will be proportionately invoiced.

2. The agreement stipulated pursuant to point 1 implies the transposing of modifications and customization to the upgraded standard program and, as expressly agreed, the adaptation of additional programs to the same upgraded versions.

The Client will pay for said transposing of modifications, customizations and additional programs to the upgraded standard versions.

3. The maintenance agreed on may be rescinded with a 3-month notice which will take effect at the end of the calendar year.

V. Services

§ 29 Consulting Services, Remote Support, Hosting

1. On the basis of specific written agreements, Würth IT Italy offers technical, managerial and organizational consultancy for a fee.

2. Upon request, Würth IT Italy puts supplies, installation of applications, services, content and/or systems at the disposition of the client.

§ 30 Warranty

1. Würth IT Italy provides its services with due diligence. In the absence of other written agreements, warranty for services is valid for a period of 3 (three) weeks after acceptance. If applicable, the client has the right to request subsequent improvements.

2. In the event an inefficient service cannot be improved by Würth IT Italy within 30 days of the notification, the client has the right to terminate the contract for the said service, as long as Würth IT Italy cannot reasonably demand the acceptance of the defective service.

3. The aforementioned warranty provisions are mandatory. The client has no further warranty claims. Any eventual warranty rights of the client are found exclusively in Art. 9 (Liabilities).

§ 31 Cancellation of Permanent Services

1. Both parties have the right to terminate ongoing services through a written advanced notice of 3 (three) months, and not before the end of the agreed minimum duration period.

2. Either party can terminate the contract in advance for the noncompliance of obligations by the other contract party:

(a) in case the violation of key provisions of the contract is not remedied within 30 days from receipt of the notification for such a violation;

(b) in case of insolvency, and in compliance to the provisions of applicable law directives when an arranged bankruptcy proceeding or other insolvency proceedings brought against the client is opened, requested or rejected for lack of substance, or if the client brings similar or other initiatives in favour of his creditors, like relinquishment or offer to relinquish goods to his creditors, etc.

VI. Final Clauses

§ 32 Validity

Should individual provisions of these terms and conditions become fully or partially devoid of legality, the other terms remain valid and enforceable. The invalid provisions must be reformulated, reinterpreted or integrated in parts so as to possibly reach the original final goals sought by both parties to the extent that is permissible by law.

§ 33 Assignment

1. The Customer may not assign or transfer its rights and obligations under this contract without the prior written consent of Würth IT Italy.

2. Würth IT Italy may assign the contract to any third party together with the claims arising from it, without the prior written consent of the customer.

§ 34 Communications

Each and every notification required by the contract should be made in writing, addressed to the counterparty indicated by the same or may be done in succeeding notifications under the penalty of nullity.

§ 35 Jurisdictions and Applicable Law

1. The contractual relations are governed exclusively by Italian law with the exception of the United Nations Convention of Contracts for the International Sale of Goods of 11 April 1980 and the rules of international private Italian law.
2. These Terms and Conditions or the contract may be modified in writing. There are no accessory oral agreements.

In case of translation of the GCS in a language other than English, the Italian version will prevail in any dispute.

3. For any controversies that may arise from the present contract, whether for a warranty or with connection to a clause, the court where Würth IT Italy's head office is registered shall have exclusive jurisdiction. Würth IT Italy has the right to summon the client as its sole option, as an alternative or as a competitor before any other competent court and will be considered binding on the customer.

Contracts are signed in the head office of Würth IT Italy S.r.l.. ©

4. For cases with values exceeding 30,000 Euros, even after notification of a summon or something similar by the customer, Würth IT Italy may refer the dispute exclusively to a singular arbitrator. The arbitrator shall be appointed by the President of the Bar of Bolzano at the request of Würth IT Italy, and will be a lawyer, expert in commercial law and information technology. The request for the appointment may be filed in advance but not later than the deadline established by Würth IT Italy in the ordinary civil suit filed by the Customer. The appointment of the arbitrator will be communicated to the client and will be lawfully binding for the latter, with the obligation of waiver for both parties if started in an ordinary venue.

Venue of the arbitration is Bolzano. The issuance of the arbitration award is definite and binding.

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