

GENERAL SALES CONDITIONS

1. Scope

- 1.1 These general conditions shall apply to all supplies of goods and/or provisions of any services requested by the buyer, (the latter hereinafter referred to as the "Services", including the accesses to ISEO's software in "as a service" mode), made by ISEO Serrature S.p.A. having registered office in Via San Girolamo 13, 25055 Pisogne (BS) Italy (hereafter "ISEO") to the buyer identified as customer or otherwise identifiable in the order, offer, invoice, or other commercial document to which these general conditions are attached. No buyer's general conditions shall apply to the transactions with ISEO, unless expressly approved in writing by ISEO. The buyer's acceptance of ISEO's offer or order confirmation from ISEO, however made, shall imply the application of these general conditions to the sales contract.

2. Orders

- 2.1 Buyer's orders shall become binding following a written order confirmation (hereafter the "Binding Order"). The execution of the order is equivalent to the acceptance of the order. Any offers made by third parties (agents, representatives etc.) shall become binding for ISEO only after the latter's written confirmation.
- 2.2 A Binding Order shall be executed only in compliance with that specified in the order and these general conditions. Any other documents shall apply only if expressly agreed by the parties.
- 2.3 Should the buyer request changes to the Binding Order, ISEO shall decide, at its incontestable discretion (and without this entailing any liability for ISEO), whether to accept such request and how to adjust the price accordingly. Should ISEO accept the partial and/or total cancellation of a Binding Order, the buyer shall reimburse all costs incurred by ISEO until the time of the cancellation or pay the full price of the products and/or Services provided if the manufacture of the products has already been completed and/or the provision of Services performed.
- 2.4 Characteristics, the prices and other data included in catalogues, price-lists or other ISEO's illustrative documents, as well as the characteristics of the samples and models sent to the buyer are non-binding, unless explicitly mentioned as binding in the Binding Order.
- 2.5 Any estimates sent by ISEO are to be considered binding for a period of 1 month from the date of such transmission, unless otherwise specified.
- 2.6 ISEO shall reserve the right to change and/or improve its products and Services as may be deemed suitable at any time. Should such a change be necessary to ensure compliance of its products and/or Services with the legal regulations in force, ISEO may also modify the characteristics of the products and/or Services already ordered by simply notifying the buyer of this. In any case, the buyer shall not be entitled to damages.

3. Deliveries/execution of the orders

- 3.1 Products shall be delivered according to the delivery terms specified in the Binding Order.
- 3.2 In order to satisfy internal needs, ISEO may, at its discretion, break down a delivery of products into several partial deliveries. ISEO shall be entitled to apply a price increase when the buyer requires urgent deliveries ("urgent" means not within the standard transportation terms) in order to cover additional management, logistics and transportation costs. These costs may vary from time to time.
- 3.3 For individual orders with a (taxable) order value less than:
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| Italy: | 1,000.00 € |
| Other Countries: | 2,000.00 € |
- a fixed (taxable) management contribution shall be charged on the invoice amounting to:
- | | |
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| Italy: | 50.00 € |
| UE: | 100.00 € |
- For individual key duplication orders, a fixed (taxable) management contribution shall be charged on the invoice amounting to:
- | | |
|--------|---------|
| Italy: | 25.00 € |
| UE: | 50.00 € |
- 3.4 Should the execution of the Binding Order require the ISEO's obligation to procure parts manufactured from third parties, ISEO undertakes to promptly inform the buyer in case of any delays of third-party suppliers and to make every reasonable effort to mitigate the impact on the order execution times, it being understood that the relevant terms are not preemptory.
- 3.5 For the provision of Services to the buyer, the buyer expressly authorizes ISEO to make use also of sub-suppliers, without the need for the buyer's prior authorization.

4. Prices and payments

- 4.1 Prices including packaging (the packaging units are indivisible) are those shown in the ISEO price lists in force when receiving the purchase order. Each new price list shall automatically replace the previous one.
- 4.2 Should a binding regulation involving an increase of the order execution costs enter into force after the acceptance of the order, ISEO shall reserve the right to adjust the price correspondingly. Payments and any other amount due to ISEO for whatever reason shall be understood as net at the creditor's domicile. For no reason whatsoever, including complaints concerning the products supplied or the Services provided, the buyer may suspend the payments due.
- 4.3 For each invoice which will not have been paid by the due date, we will calculate accrued interest on arrears, by applying the official interest rate in force, according to D.lgs 192/2012-implementation of Directives 2000/35/CE

and 2011/7/UE.

- 4.4 Should the buyer, for whatever reason, not settle in whole or in part the payment due within the relevant payment deadline, ISEO may, at its discretion, either suspend the execution of the ongoing Binding Orders (including the provision of Services, if applicable) until the complete settlement of the amounts due on the basis of the Binding Orders already carried out and (if required by ISEO) until the obtaining of a suitable guarantee of payment from the buyer, or unilaterally change the payment conditions for the Binding Orders still to be carried out, without prejudice to any other actions that can be brought under the law.
- 4.5 No offsetting with any receivables from ISEO arising for any reason whatsoever shall be permitted.

5. Retention of title and transfer of risks

- 5.1 The products supplied shall remain the property of ISEO until full settlement of the price of the relevant Binding Order. For this purpose, the buyer shall commit himself to take the necessary measures to establish a suitable retention of title, extended as legally admitted, in the country where the products are located or to establish a similar form of guarantee in favor of ISEO. Should a third party creditor of the buyer attempt to seize the goods referred to in the retention of title, the buyer shall (i) promptly notify ISEO and (ii) take all necessary measures to safeguard ISEO's property rights. The risk of loss and/or of damage of the products shall be governed according to the rules provided by the Binding Order.

6. Guarantee and responsibility/limitations

- 6.1 ISEO shall guarantee that the products comply with the specifications mentioned in the Binding Order and with the Italian legislation in force at the time of the order confirmation and that they are free from engineering, material and construction defects caused by ISEO. Should the Binding Orders provide for the provision of Services, ISEO warrants that the Services comply with the specifications set forth in the Binding Order, as well as with the Italian legislation in force at the time of the order confirmation, and that the Services are free from errors or defects attributable to ISEO that significantly alter the operational functions set forth in the Binding Order.
- 6.2 ISEO shall not give any guarantee of compliance with the legislation in force in the country of destination of the products/provision of Services and shall not guarantee that the products and Services are suitable for the use the buyer intends to. The buyer shall be responsible for complying with third party rights and to all the regulations in force concerning marketing and the use of the products and Services (including the safety regulations).
- 6.3 ISEO shall not give any guarantee with respect to the aesthetic aspects of the products.
- 6.4 In any case, the buyer's guarantee referred to in this article shall be voided in the following cases: (i) installation and/or use and/or maintenance of the products or use of Services or software in an improper manner or not in compliance with ISEO's information and operating instructions, (ii) changes and/or repairs without ISEO's prior written authorization, (iii) normal wear of the products (iv) failure to pay the supply price by the buyer, in whole or in part; (v) defects resulting from the buyer's engineering and technical specifications, instructions given by the buyer (vi) disruption due to products or services of the buyer or third-parties, and, more generally, (vii) any defects due to the buyer's fault or to activities carried out on the Products by the buyer without ISEO's approval. Furthermore, should ISEO use third party's parts for manufacturing the Products, ISEO's guarantee vis-à-vis the buyer concerning such third parties' products shall be limited to the rights granted by such third party to ISEO.
- 6.5 The guarantee referred to in this article shall last 10 years for fully mechanical products and 3 years for all other products, unless otherwise stated. Both periods shall start from the delivery date.
- 6.6 The buyer shall inspect the goods immediately upon delivery in order to verify whether the goods are free of evident defects and damage. The quantity of the individual batches recorded by ISEO when they are sent from its headquarters shall be considered to correspond to the quantity received by the buyer at the time of delivery, unless otherwise proven by the buyer. When receiving the goods, the buyer shall commit himself to notify any visible defect and/or non-conformity in writing within 8 days after delivery by registered letter with acknowledgement of receipt using the D8.1.10 return form available at the ISEO site at the following address: www.iseo.com. Any hidden defects shall be notified in writing by registered letter with acknowledgement of receipt within 8 days after they have been found. Failure to meet the above-mentioned term shall lead to forfeiture of each buyer's right resulting from the defects found. The foregoing shall be without prejudice to the provisions of Legislative Decree No. 206 of 6 September 2005 ("Codice del Consumo"), where applicable.
- 6.7 As a result of a defect notification and within 8 days after the defect has been found, the buyer shall send the product considered to be defective to ISEO, at its own expense, for inspection or should the nature of the product require it, allow ISEO to carry out an inspection on site.
- 6.8 In any case, products shall be considered defective only after ISEO's technicians have ascertained the presence of the defects. In this case, ISEO shall repair the defective product, or, should no repair be possible or should a repair involve excessive costs, ISEO may, at its discretion, (i) replace the defective product with a conforming product or (ii) issue a credit note for the value of the product. ISEO shall not be liable for disassembling, transport, reassembling, reinstallation and inspection costs of the defective products covered by this guarantee.
- 6.9 Should the buyer detect a defect in the Services, he must notify ISEO in writing, providing suitable documentation of the defect detected. ISEO shall take steps to correct any defects in the Services notified to ISEO in the manner indicated above within the necessary technical timeframe. Where reasonably feasible, ISEO will make an alternative solution available to the buyer in order to enable the buyer to continue using the Services for the period during which ISEO is in the process of eliminating the defect.

- 6.10 Should the case of non-conformity of the products and/or the Services result from circumstances not caused by ISEO, ISEO shall not be liable in any way.
- 6.11 ISEO's liability for the product and Services shall be limited to direct damages. In no case, ISEO shall be liable for indirect damages or however for damages such as, including but not limited to, reputational damages, damages resulting from loss of use, loss of production, loss of goodwill, loss of profits, loss of contracts, loss of business, loss of income, losses resulting from an increase of operating costs or financial or economic losses. Unless willful misconduct and gross negligence are proven, ISEO's full liability for all claims of any kind of losses or damages resulting from the observance or non-observance of these conditions in connection with an order may not exceed, in any case, a value equal to the amount actually paid to ISEO in the execution of the Binding Order relating to the disputed Product or Service.
- 7. Intellectual property**
- 7.1 All intellectual property rights concerning the products and Services are and shall remain the exclusive property of ISEO and/or any third party. In any case, the execution of the Binding Order shall not involve a transfer of ISEO's intellectual property rights. Similarly, no license concerning these rights shall be granted, without prejudice to the rights set forth in these terms and conditions and/or eventually agreed upon in the Binding Order.
- 7.2 The buyer may not remove or change ISEO's distinctive marks on the products.
- 7.3 Any drawings or technical documents or manual supplied to the buyer for the purpose of manufacturing or assembling the products sold or parts of them or for the purpose of using the Services shall remain the exclusive property of ISEO and may neither be used by the buyer nor copied, duplicated, transmitted or communicated to third parties without ISEO's prior approval.
- 7.4 ISEO shall not transfer any property rights concerning any software supplied to the buyer, including the relevant developments, corrections, modifications and improvements. The buyer shall use any software on a non-exclusive, non-transferable, non-assignable and non-sublicensable basis (unless otherwise agreed in the Binding Order), to the extent necessary for the use of the products and the use of the Services in accordance with ISEO's instructions. The buyer may neither export nor re-export the software. Except as provided by law, the buyer shall be forbidden to copy, decode, change the software, to carry out reverse engineering or decompiling or disassembling activities or to create a derivative work from the software or otherwise attempt to extract the source code.
- 7.5 Should ISEO manufacture the products according to the buyer's instructions, drawings etc. the buyer must hold ISEO indemnified and harmless from any damages, expenses, costs, burdens and prejudices (none excluded) arising from claims by third parties to the extent that such breach results from the instructions given by the buyer.
- 8. Force majeure**
- 8.1 Neither Party shall be held responsible for the breach of any clauses in these conditions and/or in the Binding Order confirmed and/or for the delayed fulfilment of the relevant obligations if such breach and/or delay result from circumstances beyond the reasonable control of the Parties, including but not limited to, natural disasters, acts of the Government, strikes, riots, cyber-attacks, shortages of necessary supplies and/or lack of means of transport.
- 8.2 The Party affected by the event of force majeure shall immediately notify the other Party in writing of the event and of the estimated duration. The fulfillment of the obligations of the Party affected by the event of force majeure shall be suspended for the duration of such force majeure.
- 8.3 Should such circumstances last more than three months, the other Party shall have the right to terminate the contract with immediate effect by notice in writing to be sent by registered letter with acknowledgement of receipt.
- 9. Confidentiality**
- 9.1 The parties undertake to keep confidential any information that, due to its nature, content or circumstances in which it is disclosed, would normally be considered confidential and privileged, including information concerning the parties, their respective organizations, of which they have become aware for any reason whatsoever in connection with the negotiation and/or execution of the Binding Order, and not to disclose it to third parties, unless the disclosure is necessary by virtue of an order issued by public authority or the confidential nature of the information ceases to exist due to a fact not attributable to the receiving party. This obligation shall continue until the relevant information in question has become of public domain.
- 10. Export Control Compliance**
- 10.1 The buyer shall and shall cause its affiliates, resellers and/or business partners to comply with all applicable laws of the EU and its member states, United States, and/or any other applicable jurisdictions as well as United Nations Security Council resolutions, relating to the export control and sanctions concerning the products and Services sold by ISEO to buyer.
- 10.2 The buyer hereby further guarantees that (a) itself, its affiliates, resellers and/or business partners are not sanctioned, embargoed or subject to other applicable export control or sanctions measures; (b) the end-use and end-user of the products and Services will be limited to civil use only; (c) it shall not, by itself or cause third party to, sell the products and Services or be involved in any transaction with any client, person, entity or party subject to sanctions and export control, including but without limit to those subject to Reg. (UE) n. 833/2014 and those on the OFAC SDN List; (d) no sanctioned or sanctionable client, person or entity is and will be involved in any part of transactions between ISEO and buyer.

11. Applicable law and competent court

- 11.1 Any dispute relating to or however in connection with these general conditions, Binding Orders and/or the sales contracts entered into according to these general conditions shall be settled by the Court in Brescia. ISEO shall have the right to proceed against the buyer before any other competent Court. These general conditions as well as each individual supply carried according to them shall be governed by the Italian law.