



GENERAL CONDITION OF SALE - MOBILE ROBOTICS PRODUCTS

- 1. Application.** These General Conditions of Sale (hereinafter referred to as the “**General Conditions**”) shall apply to any sales made by **PR Industrial S.r.l.** and/or its affiliates and subsidiaries (hereinafter referred to as “**Seller**”) to its own clients (hereinafter referred to as “**Purchaser**”) whose subject matter are **Mobile Robotics Products**, sold and marketed by the Seller (“hereinafter referred to as “**the Products**”).

These General Conditions shall prevail over all other general sales conditions. Likewise, the General Conditions shall prevail over any additional contradictory clause added by Purchaser as well as over any other purchase general conditions.

In case of discrepancy between the General Conditions and the conditions and terms contained in a distribution and/or license to sell agreement undersigned between Seller and Purchaser, the provisions contained in such agreement shall prevail.

- 2. Offer & Orders.** The offer issued by the Seller shall be valid for thirty (30) days from the date of the offer, unless otherwise specified in writing by the Seller. The offer shall be considered a binding order (“the Order”) for both Parties upon written acceptance by Purchaser within the period of 30 days, unless otherwise stated in the offer.

Purchaser shall not be allowed to cancel or change the Order under any circumstances. The cancellation or changing of the Order by Purchaser, after its written acceptance, will grant to the Seller the right to apply for a penalty of 20% of the Order value.

For those payments already made (where payment in advance is provided), the Seller shall be entitled to retain, as penalty, any amount paid by Purchaser without prejudice to the Seller’s right to claim compensation for damages.

The Seller reserves the right to cancel, suspend and/or delay the performance of the Order in the following cases:

- failure of the Purchaser to pay even partially Orders related to past Orders or to the current one;
- assignment and/or transfer of the business or a part of the Purchaser business without prior written notification to the Seller;
- failure of the Purchaser to comply with clauses 9 & 10 below.

If, prior to cancellation or modification of the Order, payments have already been made in accordance with the Order, the Seller is entitled to retain, as penalty, any amount paid by Purchaser without prejudice to the Seller’s right to claim compensation for damages.

- 3. Deliveries.** Unless otherwise agreed in writing by the Parties, deliveries shall be EX-Works. The agreed delivery term shall not be a fixed deadline. Therefore, in the event of a late delivery, Purchaser shall not have the right to cancel the Order and neither may refuse delivery nor reject to pick it up. It remains understood that Purchaser shall not be entitled to claim for damages in case of late deliveries.

The Products are delivered in appropriate packages. However, should the Products require special packing, Purchaser will be separately charged for.

Expenses for storage of Products at customs and/or general warehouses shall be entirely sustained by Purchaser, except in the case such storage is due to the direct fault and/or negligence of the Seller.

- 4. Warranty.** Seller warrants that the Products are free from flaws and compliance with the declared technical specifications. The Products, unless otherwise agreed in the Order, are covered by a warranty of 12 (twelve) months or 3,000 (three thousand) operating hours, whichever occurs first. The warranty period starts from the date of installation of the Product, which must be carried out by a dealer or by personnel authorized by the Seller, who certify the presence of the necessary requirements for the operation of the Products and their correct installation.

The warranty is void in the event of Purchaser' failure to observe the instructions for the use of the Products, in case of modification of parts of the Products, inadequate maintenance or repairs carried out by unauthorised personnel. The warranty shall also be invalid if the Purchaser make modification to the autonomous navigation system (“**Navigation system**”), without written permission from the Seller.

For anything not regulate in this article, the Seller **General Product Conditions of Warranty** apply.

Seller makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes.

Furthermore, Seller shall not be liable for damages caused by improper use of the Products or failure to comply with all applicable laws and local regulations governing the sale, importation, installation, and use of the Products.

Purchaser, therefore, agrees to verify and ensure the compliance of the Products with all applicable laws and regulations of the country of destination regarding the sale, importation, installation, and use of the Products, including all applicable safety certifications and requirements for proper installation of such Products, and agrees to indemnify and hold the Seller harmless from any claims arising out of, or in connection to, any applicable local laws.

- 5. Aftersales assistance Service.** Seller shall provide Purchaser with a use and maintenance manual for the Products. Any additional copies will be charged to Purchaser.

For any technical intervention during the warranty period, Purchaser shall contact Pramac Service and Parts at: <http://www.pramacparts.com> | Service Network.

After the warranty period, Purchaser may ask, at his own costs and expenses, for spare parts.

- 6. Prices and terms of payment.** The Products shall be sold to Purchaser at the prices indicated at the moment of the Order. Such prices do not include VAT, duties, levies, tariffs and other charges (such as documents' legalization where necessary).

Seller reserves the right to implement price adjustments, if, following the acceptance of the Order until delivery, costs change on account of the following factors which Seller is not responsible for and which were not foreseeable with reasonable certainty: wage settlements, changes in raw material prices, other suppliers' price changes or currency fluctuations. Seller shall disclose the reasons for such price adjustments upon the Purchaser's request.

Payment of price shall be done in accordance with the payment conditions stated in the Order.

In case of failure and/or or delay in payment of the price by Purchaser, interest in arrears shall be calculated on the basis of the legal interest rate.

Any delays in payment by Purchaser may result in suspension of deliveries by the Seller.

- 7. Intellectual and Industrial Property.** The Seller is the owner of all intellectual and industrial property rights on the Products and their components or holds the necessary license for their use; the Seller grants Purchaser a non-exclusive and non-transferable license to use the Navigation System provided with the Products. The Purchaser shall use such license in accordance with the instructions provided by the Seller and shall not copy, modify or in any way alter the Navigation System.

- 8. Limitation of Liability.** To the extent permitted by law and regardless of the nature of the claim, the Seller's contractual and extra contractual liability shall be limited, to the price of such Products that are subject to liability under the claim. Any other liability, including but not limited to, loss of profit, indirect or consequential damages is expressly excluded. In addition, the Seller shall never bear expenses and damages caused, directly or indirectly, by the possible malfunctioning of the Navigation System as a result of the Purchaser's improper use or Purchaser's infrastructure problems.

- 9. Anti-bribery & Corruption.** Compliance with all laws, legislation, regulations, binding codes of practice, or rules or requirements of any relevant government or governmental agency, or regulatory authority applicable

to this General Conditions and in relation to bribery is a matter of fundamental importance for the Seller. Seller being part of Generac group of companies declares to be familiar and compliance with the *United States Foreign Corrupt Practices Act* of 1977 (“FCPA”). Purchaser acknowledges and agrees that it shall not, in connection with performing its duties or obligations under the purchase/contract, make, offer, or promise to make any payments or transfer anything of value, directly or indirectly, to any government official or employee, any political party, official of a political party or candidate; or an intermediary for payment to any of the foregoing, in any case for the purpose of influencing an act or decision of an official of any foreign government, including a decision not to act, or request or encourage any such person to use its influence to affect any government act or decision of a foreign government in connection with its business.

10. Export Restrictions. Purchaser is prohibited from exporting, selling or otherwise supplying any Product to any country to which there are export restrictions as governed by *i) U.S. Export Administrative Regulations (15 CFR parts 730-774)* and/or *ii) Office of Foreign Assets Control (31 CFR 500-597)*; *iii) under the the Trading with the Enemy Act, (50 USC 1-44)*; *iv) the International Emergency Economic Powers Act (50 USC 1701-1706)* and *v) EU Export Regulations*. Purchaser is also prohibited from selling, exporting or otherwise supplying the Products to any person or entity if is aware that such person or entity will make the Products directly or indirectly available to countries subject to the restrictions set forth in the above rules.

In particular, and subject to updated regulations, the Products may not be exported or re-exported, either directly or indirectly, to the following countries: Belarus, Cuba, Crimea, Donetsk and Luhansk regions of Ukraine, Darfur (Sudan), North Korea, Iran, Russia or Syria.

11. Force Majeure. Any delay or failure of either party to perform its obligations under the General Conditions (other than failure to pay in any amounts due) will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include, but not limited to, natural disasters, embargoes, explosions, riots, wars, acts of terrorism, outbreaks of disease, epidemics, pandemics, civil unrest, strikes, national or local emergency, raw materials shortage, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities). For the purposes of the application of this definition, the unpredictability of the aforementioned events is not excluded by the fact that, at the date of entry into force of the sale, the events already exist, or are known to, or knowable, by the parties, if, at the date of entry into force of the sale they are not such as to be able to cause the permanent or temporary impossibility of the sale.

12. Jurisdiction. The place of jurisdiction shall be the competent court of the place of business of the Seller. However, the Seller shall also be entitled to bring a lawsuit before a court which has jurisdiction for the place of business of the Purchaser.

13. Miscellaneous. The fact that either Party ceases, on one or more occasions, to exercise any of his/her rights or actions, shall not be construed as a waiver of that Party of exercising them at any time thereafter.

If any of the clauses included in these General Conditions is rendered null and void, in whole or in part, for contravening the applicable law, the same shall be ignored; the General Conditions shall remain in force and valid in all other respects, unless it is a clause of which validity depends the validity of the General Conditions or which removal establishes a significant loss in balance of the reciprocal commitments undertaken by the Parties.

14. Privacy. The data provided by the Purchaser shall be processed by the Seller with absolute confidentiality and in compliance with the legislation in force and applicable from time to time, including Regulation (EU) 2016/679 (“GDPR”).