

 		PG 04 All. 5 – C.G.F.01 TECHNICAL AND GENERAL CONDITIONS OF SUPPLY of the services provided by Metlab srl				
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1. Request for services: requests for services can be made to METLAB by directly contacting the internal contacts already known or indicated by the general secretariat or made known through informational material or the website. In order to affectively provide the services, requests must be submitted in the clearest possible way, indicating: the purpose of request; the type of service requested (calibration, training, consulting, etc.), the conditions of use and, in general, all information to better frame the service, the terms for the completion of the desired services.

2. Surcharges for urgency: request for service must be made well in advance to schedule the work; otherwise, the service will be considered urgent.

Unless otherwise agreed, in writing at the time of order acceptance, services whose results must be available within 3 working days are always considered urgent.

In such cases, the "surcharge for urgent procedure" (art. 3, DM 25/03/86) will be applied.

3. Offer validity: unless otherwise stated in writing, the only financial terms of the contractual offer issued by METLAB are valid for 60 days following the date of communication of the same to the client.

Delivery terms are excluded, which will, in any case, of acceptance, the contract terms are considered valid until December 31 of the current year.

After that date, METLAB, reserves the right to modify (in whole or in part) the contractual terms.

In any case, it will be METLAB's responsibility to notify the client in advance of any possible changes.

4. Delivery and transport: artifacts, samples, equipment, and instruments to be calibrated must be identified and delivered with an accompanying document, letter, order, or other that describes them and defines the required performance.

For this purpose, the specific form available at METLAB can be filled out or sent upon request. The material must arrive at METLAB free of any charges.

Otherwise, advances will be charged as an expense reimbursement. If the collection of materials is carried out by METLAB personnel, the specific transportation costs will be charged, expect in cases of special favor.

The signature of the METLAB operator on the client delivery documents does not constitute confirmation of the quantity of the product(s) or material(s), which will be checked subsequently and not before the start of the requested services.

The reason on the transport documents for materials/products/instruments intended for testing and inspections or calibrations, or in any case intended for return, must be carried on a work account, test account, or calibration account.

5. Order confirmation/Right to cancel the order/Cancellation of the order: the agreed services will be performed after the written acceptance of the offer sent by METLAB.

METLAB's offer includes these Technical and General Supply Conditions, and the client's acceptance implies acceptance of them, as well as their application to the contractual relationship established between the parties.

Alternatively, the client may submit a specific purchase order referring to METLAB's offer.

The general and specific conditions of purchase of the customer order must be consistent with these general terms and conditions of sale. METLAB reserves the right to accept or reject the customer's order conditions.

For the purchase of products or services for which METLAB requires advance payment in the offer, the customer order is formally confirmed by the customer only upon payment, unless otherwise agreed in writing to more favorable terms.

METLAB reserves the unconditional right to withdraw from any assignment within 3 working days.

In such a case, it will not be required to pay any compensation or indemnity to the client. If the client cancels the order for reasons not due to force majeure, as defined by the Civil Code, the client will be required by METLAB that cannot be interrupted or reduced, and any penalties or other costs explicitly indicated in the offer.

6. Customer presence: the client cannot attend the rehearsals without prior authorization request. In such case, an increase in the listed rates may be applied for attended activities.

7. Test or calibration methods and technical conditions of the services, place of service provision: The offer issued by METLAB, of which these Technical and General Supply Conditions are an integral part, indicates the technical conditions and limitations for the execution of the services with reference, where applicable, to: METLAB procedures and/or technical instructions, national or international technical standards or specifications, internal company specifications or standards transmitted by the client, laws, decrees, etc.

By accepting the METLAB offer, the client also accepts the indicated technical conditions and limitations. Where applicable and determinant for the purpose of evaluating the conformity of products and/or materials, the client may request the indication of the measurement uncertainty of test or examination results, understanding that this request constitutes a non-standard specific service, the cost of which will be indicated, where applicable, in the technical-economic offer.

The indication of measurement uncertainty for calibration services is included in the METLAB service, except in cases where the ordinary technical conditions for its evaluation do not exist.

A subsequent request for the expression of measurement uncertainty or for a declaration of conformity, or for a technical opinion or interpretation, is considered an additional paid service at the client's expense. Some types of tests and/or examinations (e.g., verification of geometric specifications, non-destructive tests, etc.), where the expression of measurement uncertainty becomes necessary, must preliminarily include long and onerous phases of specific experimentation or statistical studies on materials or products equivalent to those intended for the specific tests and examinations.

The cost of such preliminary studies or examinations constitutes a specific and onerous service at the client's expense and will be subject to a specific estimate. METLAB will carry out the requested services with the diligence required of an expert in the relevant field, based on the standards, regulations, practices, guidelines, and scientific, technical, and technological knowledge available in the relevant field and in force at the date of the

client's confirmation of the offer.

The client is aware of the continuous and frequent evolution of regulations, science, technology, and technical practices concerning the services requested from METLAB, particularly regarding test/analysis plans and execution methodologies, and therefore, it remains the client's exclusive responsibility to continuously verify and assess the relevance of the results provided by METLAB after the delivery of the ordered work.

The client also acknowledges that the execution of the assignment entrusted to METLAB may involve, on the part of the latter, the interpretation of rules, regulations, application of rules, regulations, circulars, and guidelines that are inherently subject to multiple interpretations and/or application and, consequently, leads the client to make business, technical, production, or evaluative choices different from those initially proposed based on the data provided by METLAB, and/or undertakes any initiatives towards the client of any nature.

METLAB reserves the right, unless explicitly indicated otherwise by the client and/or notification of unwanted suppliers, to assign calibration, verification, or test/analysis activities to third parties ad provided in its Quality Manual and in accordance with applicable Accredia requirements.

The Organization is responsible towards the client for work entrusted to third parties, expect in cases where the client, or the regulatory authority, specifies which entity to use. Unless otherwise specified in the offer, the usual place of performance of METLAB services is its operational headquarters. Services rendered at the client's premises or other specified locations will be expressly agreed upon by the parties.

8. Results of the performances and properties of the raw data: the result of officially valid performances (processed) are only those: issued in a paper copy with an original signature or made available or made available on the METLAB GES exchange portal, which the customer can access via a specific access link provided by METLAB. For the purpose of confirming the validity of the contained data, the original kept in the METLAB archives shall prevail. Upon request, preliminary results can be sent, but it is specified that results conveyed verbally, by email, or by other digital means different from the METLAB exchange portal are nor final and do not in any way commit METLAB.

The original works of METLAB cannot be reproduced in part without the written approval of METLAB S.r.l. any partial reproduction is not recognized by METLAB.

The results of tests, calibrations, and examinations report only the outcome of the same. Additional comments, analyses, opinions, interpretations, comparisons with laws, etc., constitute a separate and additional service, to be agreed upon with METLAB, and will be the subject of a specific service and specific quotation.

In the event that the client requests the expression of a judgment/declaration of conformity, they must unequivocally indicate the reference values/characteristics and the decision-making criteria, including documentary references and technical evaluation conditions (standards, laws, technical specifications, limits, measurement uncertainty, etc.) within the scope of Accredia accredited calibrations, if the client or the agreed calibration method does not indicate the decision rule for issuing a conformity statement, METLAB will provide the requested opinion indicating the adopted criteria as described on the webpage <http://www.Metlab.it/it/scopri/Metlab/condizioni-di-vendita/#condizioni-di-vendita> under the heading "Decision Rule", where applicable. In any case, the conformity statements refer exclusively to the individual samples/objects/instruments examined/analysed/tested/calibrated, and no evaluation can be expressed or extrapolated for the original batches or materials to which they refer, expect in cases where sampling has not been carried out by METLAB according to previously representative criteria.

The statements do not constitute certification of conformity or inspection activities of the batches they represent, and no responsibility in this regard is assumed by METLAB. Technical opinions and interpretations relating to the results of tests or calibrations are formulated based on the technical expertise of competent personnel and collaborators, evaluated and authorised by METLAB according to the internal requirements defined in its quality assurance system. These opinions and internal requirements defined in its quality assurance system.

These opinions and interpretations are not associated with Accredia accreditation and do not bind METLAB regarding the subsequent choices made by client.

The client is required to inform METLAB of the need to use the results of the commissioned services in the context of legal proceedings or disputes with suppliers and/or customers.

The results of the services, in the aggregated and organized form in which they are provided to the client, are the property of the Client who commissioned them, while: raw data, images, testing methodologies, data calculation and processing procedures, and, in general, METLAB's know-how for performing the services, remain the property of METLAB, except for different formal agreements, which will be the subject of a separate contract.

The results of calibrations, tests, examinations, and inspections refer only to the samples/instruments received, specifically subjected to the tests, and not to the lots they represent or comprise unless the sampling has been carried out by METLAB, according to statistical methods, in compliance with applicable standards, and contractually agreed. Similarly, the use of METLAB's result to produce products and services remains under the responsibility and warranty of the client.

The test results do not constitute certification and/or inspection of the tested product. The test, calibration, and examination results are valid under the test/calibration.

METLAB does not assume the responsibilities arising from designers, builders, testers, purchasing offices, shipowners, shipyards and any body or professional figure requires by law or by contract to provide guarantees; they will maintain their professional responsibilities unchanged. METLAB provides for the archiving of the test/calibration/verification results for 10 years from the date of acceptance of the offer by the Customer.

METLAB, without prior authorization, will be free to process in an anonymous and unrecognizable form the raw data, images and information processed in the performance of the services to develop and publish technical-scientific articles with dissemination or informative value, ensuring on the other hand the information cannot be traced back to

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the customer.

9. Delivery terms: the demanding delivery terms of the services are those agreed upon after the formal order confirmation sent by e-mail to the customer's contract person by METLAB.

In the case of advance payment, the delivery terms start from the day of actual and verifiable payment.

10. Disclaimer and penalty clause: the customer is aware of the risk that objects, materials and instruments delivered to METLAB S.r.l. to be subjected to tests and measurements, may be damaged by the execution of the aforementioned tests; therefore, the customer relieves METLAB of any liability and waives any claim for compensation against METLAB in relation to the damage or destruction of the product delivered to it and subjected to testing. In the event that, from subsequent use/mass production/resale, by the customer of third parties of the product(s) specifically tested by METLAB, discrepancies with respect to the results of the tests should emerge, the customer hereby acknowledges that METLAB will be liable, pursuant to Articles 1229 and 1382 of the Italian Civil Code, for any damages, direct or indirect, caused by the tested product, or deriving from any errors/inaccuracies/incompleteness in the results of the test commissioned to it, within the limits of the cost of the test performed, expressly excluding the Customer's right to request further compensation for any reason, except for damages caused with intent or gross negligence, and all this also applies in relation to any damage caused by the acts of auxiliaries of METLAB S.r.l. any customer disputes must allow the certain identification and traceability of the samples, materials, instruments and products examined by METLAB; the absence of such traceability immediately nullifies any attribution of responsibility of METLAB.

METLAB is not liable for any damages suffered by its customers due to random errors in the services and services provided, except for fiscal services or national or foreign regulations, expressly requires for the order in quality guarantee.

The information acquired by the customer regarding the samples or products examined, which do not correspond to the truth or are inaccurate or incomplete, which may have an influence on the results, void any liability of METLAB regarding the results themselves and their interpretations.

11. Retests and repetitions of calibrations, tests and analyses: any retests or repetitions of measurements and/or analyses for results that do not comply with the expected or are considered anomalous, for reasons beyond the control of METLAB, subject to prior notice to the customer, will be charged for their specific value provided for their specific value provided for in the price list or according to the offer relating to the work to which the retests refer.

12. Consulting services: all or part of the consultancy services can be entrusted to an external professional and, in the event of an appraisal, the same will be entrusted to professionals qualified by law. The client undertakes not to start any direct employment relationship with our collaborators and consultants before 24 months from their last service. Our consultants are required to comply with the METLAB Code of Ethics always available and downloadable from the website www.Metlab.it.

The service provision activity in conducted in compliance with the METLAB Quality System with the methods described therein. All documentation produced by the expert may only be used by the customer and for internal use.

The data contained therein may not be disclosed or used by others in the form as it is but only extrapolated to protect its content.

METLAB and the consultant ensure the storage only and exclusively of the documents developed on its own PC/company network, while it is the responsibility of the documents developed in the presence of the consultant is considered a service not included in the contract and subject to reporting of vacancy costs, according to the contract in force. Either party may withdraw from the contract with a minimum notice of 15 days communicated by registered letter with return receipt or certified e-mail. In this case, METLAB remains obliged to deliver the documentation processed according to the progress of the work, and the customer will be required to pay for services and reimbursement of expenses relating to all the work carried out or prepared up to the date of notice of withdrawal.

For activities carried out the customer's premises, with the acceptance of the offer, authorization is automatically granted to carry out the consultant's activities also in the production departments, warehouses and offices, both in the pedestrian access areas and in the operational areas related to the performance of the assignment.

In the event of access to the wards, it will be the duty of the host company to provide in advance the information and instructions necessary for the purpose of preventing specific risks (including the possible distributions of PPE).

Where the advice takes the form of the formulation of expert reports or sworn statements, the civil and criminal liability for these services will ultimately be traced back to professional himself, although coordinated and/or intermediated by METLAB.

13. Training courses, seminars and conferences: unless otherwise agreed in writing, registration is considered completed upon receipt by METLAB of the registration form/form completed in its entirety and signed or sent at least 7 working days before the course.

Unless otherwise agreed, the participation fee must be paid before the start of the course by bank transfer with written notice sent to info@metlab.it or other address specified from time to time.

Is it possible to withdraw up to 15 days before the start date of the chosen course by communicating the cancellation in writing to the contact person indicated on the program; in this case, only the costs for contract management rights will retain the full amount.

For special cases in which a possible payment has been agreed after the start on the course, the cancellation received before the course start date will still entitle METLAB to proceed with the invoicing of the entire registration fee. In any case, it is possible to replace the registered person.

METLAB reserves the right to postpone or cancel the scheduled course by giving timely notice to interested parties.

The customer is recommended to notify METLAB if the participant is temporarily or permanently incapacitated.

METLAB, at its sole discretion both in relation to the potential existence of conflicts of interest and the possible risk of competition, reserves the right to allow or not to allow the requesting customer to enrol in courses and company events proposed.

The customer undertakes not to start any direct employment relationship with METLAB collaborators or teacher before 24 months from their last performance.

Our teachers are required to comply with the METLAB Code of Ethics always available and downloadable from the website www.Metlab.it the design and delivery of training is carried out in compliance with the Quality System of METLAB or AQM S.r.l., in the manner described therein.

All documentation produced by the teacher and delivered to the customer may not be disclosed to third parties. The data and information contained therein may only be extrapolated to protect its content.

For activities carried out at the customer's premises, with the acceptance of the offer, authorization is automatically granted to carry out the teacher's activities also in the production departments, warehouses and offices, both in the pedestrian access areas related to the performance of the assignment. In the event of access to the wards, it will be the duty of the host company to provide in advance the information and instructions necessary for the purpose of preventing specific risks (including the possible distribution of PPE).

Where the training services are used by the customer in distance learning mode, each participant undertakes to sign the specific Agreement for participation in the training course in SMART TRAINING mode, which is an integral part of the contract between METLAB and the customer.

14. Calibration services: equipment or materials sent to METLAB for calibration must be delivered in working order and in a clean condition suitable for calibration operations. If the storage and/or cleaning conditions are inadequate and force operators to carry out additional cleaning operations, outside the norm, an additional cost will be displayed for the cleaning of each instrument, to compensate for the costs incurred.

Replacement of calibration services and will be charged separately.

For calibration interventions at the customer's site, the presence of a company contact person is required to be available to carry out any necessary ancillary operations, which cannot be delegated to METLAB employees due to lack of specific expertise or for reasons related to worker safety (see Legislative Decree 81/2008).

Where the customer requires specific procedures and documentation to allow access to METLAB appointees at its headquarters, the latter must communicate it in advance and in time to avoid delays or the impossibility of accessing the headquarters due to lack of specific requirements and/or documents.

Unproductive waiting times and travel costs incurred by METLAB without carrying out the service to failure or incorrect communication of the access requirements by the customer will be charged to the customer will be charged to the customer at the cost deductible from the offer issued for the service requested by the customer himself.

15. Dimensional checks and reverse engineering: unless otherwise requested by the customer, the dimensional checks and/or reverse engineering activities carried out by METLAB are developed independently of prior knowledge: of the applications of use of the elements/objects being measured; their construction methods; their design criteria; of the conditions of assembly/connection to other elements/components.

Therefore, all dimensions and geometric entities must be interpreted as such regardless of whether the measured or determined elements are errors of shape and/or orientation or intentional processing with specific characteristics detected in the measurement, unless the nature of these elements is specified in the drawing.

As for the position of circular entities, at least 3/4 of the circle that make up the entity must be present; otherwise, only the entity will be checked but not its position.

The heights, shapes and dimensions detected with scanning systems of surfaces (structured light, laser light, etc.) or volumes (industrial tomography) with various techniques that generate point clouds, are subject to typical metrological errors and uncertainties given by the interaction of the scanning medium with the matter and/or surface of the objects/elements being measured and the best fit errors of the point cloud processing and generation algorithms.

Therefore, no responsibility in the use of the data subject to measurement and/or reverse engineering will be attributable to METLAB srl. METLAB is not liable for any damage on mass production caused by measurement errors and/or reverse engineering originating on the samples/elements subject to measurements.

16. Stamps/endorsements on documentation: not included in the offer and will be charged to the customer.

17. National and international standards, technical specifications or company specifications: for the execution of tests, calibrations, analyses or services requested must be provided by and at the expense of the customer, except for documents of common use and in any case attributable to the standard services and accreditations or certifications of METLAB, already held by the company.

In all other special case, the customer must provide METLAB, at its own care and expense, with the technical information material necessary to allow the execution or technical-economic evaluation of the requested service. If the customer wishes, specific national or international standard, not already possessed by METLAB, can be provided to the customer by purchasing them directly at the best possible conditions at the time.

18. Use of specifications and specifications: customers, who transmit or provide, directly or through their suppliers or bodies connected to them, documents not intended for public domain and documents not intended for public dissemination but which are part of the owners to whom they can be traced (example: specifications or company specifications such as DANIELI OFFCNE MECCANICHE, PIAGGIO, FIAT, etc.) and intended to be used for the requested services, authorize METLAB to use these documents internally without the obligation to return them and indemnify it from any claim for damages claimed by the holders of the documents for alleged infringement of intellectual property rights, copyright and confidentiality.

METLAB undertakes to manage the technical documentation acquired in a confidential and controlled manner, avoiding dissemination to third parties.

19. Storage, return of goods, disposal of materials: at the end of the service, the

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customer must collect the samples, instruments or equipment within 30 days from the date of the test or calibration report, unless otherwise agreed in writing at the time of the order.

Otherwise, they will be considered disposable material and disposed of, with any costs incurred for disposal being charged to the customer. In the event of storage that extends beyond a reasonable tolerance, METLAB will charge the costs of occupying the interior spaces in the amount of € 50.00/sqm occupied or fraction thereof and for each month or fraction thereof, starting from the end of the natural storage period (30 days or according to different agreements) with a minimum billable amount of € 100.00 + VAT.

After the above-mentioned storage terms have elapsed and in the absence of specific agreements, METLAB will proceed with the scrapping of the metal materials.

For materials that cannot be disposed of directly by METLAB, including bulky packaging, the cost of collection and disposal remains the responsibility and expense of the customer.

If specific packaging is required to avoid shocks or damage, this must be indicated in the order, including the required packaging specifications.

Otherwise, commonly used packaging will be used.

Given the laws in force on waste disposal, samples of toxic or dangerous waste, or hazardous substances pursuant to the Consolidated Law of Legislative Decree 152/06 and subsequent amendments, will not be accepted if a declaration is own means, the residues that have not been completely exhausted for tests and analyse.

Packaging costs for the return of products or materials the require specific precautions are responsibility and expense of the customer, unless otherwise agreed.

Any protective treatments to be applied to the materials/samples to be returned to the customer are to be carried out by and at the expense of the customer, unless otherwise agreed.

Assays, samples, instruments, etc., delivered to METLAB for the purpose of the preliminary evaluation for the issuance of a technical-economic offer, which, however, subsequently do not give rise to any service by METLAB, will be kept for a maximum of 60 days after which METLAB will proceed with the disposal of the same, without prejudice to the charge to the Customer of any costs incurred for their disposal, upon notice.

Goods owned by customers, retained in METLAB and intended for return after the services must be covered against theft and accidental damage not procured by METLAB, by the customer.

20. Properties of Test/Calibration Reports, Calibration Certificates, Reports or Other Documents: test/calibration reports, calibration certificates, reports or other documents and the exclusive property of the customer.

Therefore, they will not be duplicated or sent to third parties without the customer's written authorization. To ensure conformity to the original, METLAB prohibits the partial reproduction of its works and in any case does not recognize the authorship of any copies that are not drawn upon its own documentation, stamped and countersigned as Certified Copies of the Original.

21. Invoicing and payments: the invoice will be issued by the end of the month, according to progress of the work or the agreement with the customer.

If the service provides for the issuance of test/calibration reports and/or technical reports, the date of these will be considered for the definition of the billing month, regardless of the date of collection or shipment of the results or materials.

Payment must be made as indicated under the heading "payment conditions" in the offer or in the customer order approved by METLAB. For long-term services, METLAB may invoice the activities carried out from month to month, according to the progress of the work, before any final report or conclusion of the contract.

In this case, the customer will be presented with the skills for the portion of the work carried out in the reference period, with reference to the offer.

The customer will be entitled to obtain advances or reports of the specific activities invoiced and paid.

22. Minimum billable: € 100.00 unless otherwise agreed.

23. Delay in agreed payments: interest on arrears will be charged at the bank CC overdraft rate, not lower than the official discount rate increased by 4% plus any other charge incurred for collection. Where technically possible, METLAB reserves the right to retain (art. 2756 of the Italian Civil Code).

24. Exclusions: ancillary services or services related to the calibrations or services offered not specifically indicated in the offer are to be considered excluded.

25. Customer collaboration: the services offered are considered valid in a situation of normal and constructive collaboration between the parties and in the absence of non-compliance or substantial unjustified operational/temporal changes.

26. Disputes: all disputes arising from, relating to or in any way connected to this contract must be submitted to a mediation procedure, to be carried out at a specific body recognized by the parties.

The headquarters of the body chosen by the applicant must be in Brescia, and mediation in question must be carried out there.

The regulations of the chosen body will apply to the mediation procedure thus instituted. If both parties to the contract file a request for mediation for disputes arising from, relating to or in any way connected to this contract, only the mediation procedure initiated with an application filed with the Body on an earlier date will be cultivated.

27. Jurisdiction: if the mediation attempt is not successful, the Court of Brescia will have exclusive jurisdiction for any subsequent judgment relating to any dispute that may arise from this contract, with the express exclusion of all other optional courts referred to in Articles 19 and 20 of the Code of Civil Procedure.

28. Confidentiality and processing of personal data: all information on the customer's activities and/or products that will be communicated to METLAB staff, collaborators and consultants or certification bodies, for the realization of the assignment/service, will be considered confidential and usable within the limits and for the purposes of the assignment.

Such data and information will not be disclosed to third parties and will be kept confidential even after the end of the services/services rendered by METLAB.

Personal data acquired or acquirable within the framework of the contract will be processed in accordance with the European General Data Protection Regulation EU No. 6792016. The complete information is available on the web page:

<https://metlab.it/privacy>

Any communications in this regard are to be addressed to the e-mail address: info@metlab.it.

29. Significance of ACCREDIA accreditation of calibration laboratories: accreditation certifies the competence and impartiality of the staff, independence in the execution of activities, adequacy of the instrumentation and equipment possessed as well as compliance with the requirements of the UNI CEI EN ISO/IEC 17025 standard and those of ACCREDIA for calibration laboratories. The list of accredited laboratories. The list of accredited calibrations can be consulted on the web page <https://www.metlab.it>.

The ACCREDIA Mark or any reference to the accreditation itself does not represent any endorsement by ACCREDIA of product, services, samples or measuring instruments.

30. Unfair terms: pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the purchaser declares that he has read, understood, and specifically accepts the following clauses:

2. Increases for agency;
3. Validity of offers;
4. Delivery and transport of materials;
5. Confirmation order/right to materials;
7. Test/calibration methods and technical conditions of the services, place of provision of services;
8. Performance outcomes and ownership of raw data;
10. Disclaimer and penalty clause;
12. Consulting services;
13. Training courses, seminars and conferences;
15. Dimensional checks and reverse engineering;
18. Use of specifications and specifications;
26. Controversies;
27. Jurisdiction.