

# AM SOLUTIONS S.r.l.

registered office in Milano, Piazza San Fedele 4, 20121 (Fiscal Code and VAT number 10449620961)

## INTERNATIONAL GENERAL TERMS AGREEMENT

### Index

Definitions.....	2
1. Object .....	3
2. Knowledge.....	3
3. Offer and conclusion of this Agreement .....	3
4. Intellectual property .....	4
5. Principal's obligations and payment .....	4
6. Express termination clause.....	5
7. Subcontracting .....	5
8. Processing Variations.....	5
9. Early termination .....	6
10. Delivery terms and modalities .....	6
11. Suspension of performance .....	7
12. Warranty of fitness.....	7
13. Examination and acceptance of work .....	8
14. Liability .....	8
15. Reconditioning Service .....	8
16. Mediation clause .....	9
17. Arbitration clause.....	9

## Definitions

For the purpose herein, the terms and expressions listed hereunder shall have the following meanings:

**“Technical annex”** or **“Technical drawing”** or **“Project”** or **“Technical sheets”** mean any instruction, technical note or the modalities to carry out the Work;

**“Contractor”** means AM Solutions s.r.l.

**“Storage area”** means the area dedicated by AM Solutions to store Materials and Works

**“Principal/Client”** means the party assigning the Work order confirmation to AM Solutions.

**“End of Work notice”** means the communication issued by AM Solutions regarding the completion of the production process and the Product being available.

**“National work agreement general terms”** mean the general terms hereof.

**“Work Order confirmation”** means the confirmation by AM Solutions of the Work Offer submitted by the Client.

**“Reconditioning service order confirmation”** means the acceptance by AM Solutions of the Reconditioning service Offer submitted by the Client.

**“Variation Order confirmation”** means the acceptance by AM Solutions of the Variation Order submitted by the Client.

**“Work”** means the manufacturing process of the Product or the performance of the Service required by the Principal/Client.

**“Delivery note”** means the statement provided by AM Solutions and signed by the Principal regarding Product delivery.

**“Work Offer”** means the manufacturing proposal provided by AM Solutions to the Client.

**“Reconditioning Offer”** means the offer for the reconditioning of the work already carried out, provided by AM Solutions to the Client.

**“Variation Offer”** means the irrevocable proposal regarding the Variation of the Work provided by AM Solutions to the Client.

**“Work Order”** means the irrevocable proposal submitted by the Principal/Client.

**“Reconditioning service Order”** means the irrevocable proposal regarding the reconditioning service submitted by the Principal/Client.

**“Consideration”** means the price due for the Work.

**“Finished Products”, “Materials”** and **“Particulars”** means the raw materials or semi-finished goods required for the Work.

**“Product”** means the result of the Work.

**“Reconditioning Service”** means the provision of assistance, revision, modification or repair of a previously completed Work.

**“Subcontractor”** means the subject appointed by AM Solutions to carry out the Work or part thereof.

**“Variations”** mean any alteration of the Work requested while being processed.

## 1. Object

1.1. These Agreement General Terms (hereinafter the "General Terms") shall govern, unless otherwise agreed during stipulation of this Agreement executed pursuant to the modalities provided under clause 3 hereof or however pursuant to the modalities permitted hereby, the modalities and conditions of all this Agreement (hereinafter the "Work/s Contract" or the "Contract/s" or Services) regarding the realization of components or part thereof or in any case of goods or the provision of Services or, in general, the performance of any processing (hereinafter, the "Product" or "Processing") carried out by machine tool or 3d printer, provided by AM Solutions (hereinafter, the "Contractor") or by any subcontractor thereof, on behalf of Clients (hereinafter, the "Principals"), pursuant to the technical specifications provided thereby and in accordance to the Project made by AM Solutions or by the Client and also regarding Raw Materials and/or Finished Products (Materials or Particulars).

## 2. Knowledge

- 2.1. These General Terms are published on the reverse side of the offers or of the Order Confirmation provided by AM Solutions and shall apply to any Contracts executed between AM Solutions and the Principal, forming an integral and substantial part thereof; such Terms shall be deemed as known and accepted by the Principal by mere fact and/or by conduct, irrespective of any explicit acceptance of the Principal.
- 2.2. These General Terms replace and supersede any prior version of the Contract General Terms.
- 2.3. Any Principal's General Contract Terms shall not apply, not even partially, unless agreed in writing by AM Solutions. The performance of the Principal's order by AM Solutions shall not in any way imply acceptance by AM Solutions of such general and/or specific terms of the Principal.
- 2.4. AM Solutions reserves the right to partially or totally modify these General Terms notifying such amendments to the Principal through means similar to those used herein, making them available for viewing at its offices to anyone upon request or publishing them in its advertising material or on its website [www.solutions-for-am.com](http://www.solutions-for-am.com)

## 3. Offer and conclusion of this Agreement

- 3.1. Unless otherwise agreed upon, any Work Order submitted by the Principal shall be subject to written acceptance by AM Solutions.
- 3.2. Any oral or written communication exchanged between the Parties shall be deemed ineffective for the purpose of concluding this Agreement. This Agreement shall be therefore deemed concluded upon receipt by AM Solutions of the Work Order Confirmation sent to the Client and signed thereby, together with the General Terms herein.
- 3.3. This Agreement shall also be deemed concluded upon performance by conduct of such agreement by AM Solutions. AM Solutions reserves the right to consider this Agreement concluded in case of any conduct between the parties which shows the intention to consider the contract as having been stipulated under the conditions submitted by AM Solutions.
- 3.4. Upon signature and acceptance of the Order Confirmation and of the Terms herein, the Contractor undertakes to carry out on behalf of the Principal the Work or the Services set forth in the Order Confirmation and/or in the technical annex and/or technical drawings, or the processing of components or parts thereof or, however, of goods, or the provision of Services or, in general, the performance of any processing (hereinafter the "Work" or "Service") of raw materials and/or Materials and/or Particulars, also provided by the Principal and/or pursuant to the projects, instructions and the technical specifications provided thereby, also by means of information technology.
- 3.5. The Order Confirmation provides a technical description of the required product, price and delivery conditions, materials provided by the client, the definitive and binding terms of this Agreement, together with any explanatory notes or a technical annex in the event of more complex processing.
- 3.6. Unless otherwise agreed, any estimate of costs related to Works or Services provided by AM Solutions to the Principal shall not constitute any Work proposal but a mere invitation to such Principal to formulate and send an order.
- 3.7. The Work Order submitted by the Principal based on the Work Offer shall not bind AM Solutions until its formal and explicit acceptance pursuant to the modalities set forth by art. 3.2, 3.3, 3.4 and shall be deemed an irrevocable purchase offer pursuant to art. 1329 Italian Civil Code, effective for 30 (thirty) days starting from receipt thereof by AM Solutions. The Work Order submitted by the Principal shall therefore be deemed irrevocable and may not be revoked and/or modified without the prior consent in writing by AM Solutions.

- 3.8. Whenever possible, and subject to prior agreement, the technical descriptions attached to the Work Offer submitted by AM Solutions shall be deemed as merely indicative. AM Solutions reserves the right, subject to notification to the Principal, to make any and all such modifications required by any technical progress or to adapt/correct the structure or the provided materials to any technical elements which may become known to its technical offices after the preparation of the offer. In such case, until the new production process has been validated, AM Solutions shall have the right to suspend its activity.
- 3.9. Should the Principal intend to seek recourse to any form of financing for the payment of the order submitted to AM Solutions and such form of payment be expressly agreed upon in the purchase order, the contract, unless otherwise agreed in writing, shall not be subject to obtaining the financing and shall remain fully-binding for the parties, together with any consequent obligation of the Principal to pay the price forthwith upon End of work notice; the provision herein applies also if the financing has been requested but not granted and even when not requested by the Client.

#### **4. Intellectual property**

- 4.1. In any and all circumstances, AM Solutions maintains, unless otherwise agreed upon, the intellectual property rights of any documents, drawings, projects, design and manufacturing process projects created thereby during the design and production phases of the Product required by the Principal, even when based on a solution conceived by the Client.
- 4.2. AM Solutions, unless otherwise agreed upon, maintains the intellectual property rights over the production of the Product.
- 4.3. The product manufacturing process may also be carried out based on the partial drawings or process or product project supplied by the Principal and integrated, corrected and completed by AM Solutions. In such case, any development of the Client's idea or draw shall be held by AM Solutions, unless otherwise agreed upon.
- 4.4. Any agreement between the Parties pursuant to clause 4.2 shall be made in writing.
- 4.5. If the project to be realized comes exclusively from the Principal, such Principal shall maintain all the property rights thereof, unless otherwise agreed upon.
- 4.6. The Principal undertakes to provide production projects which do not breach any third-party property rights and, therefore, represents that it fully owns the property, copying and reproduction rights of the provided documentation. The Principal shall hold harmless and indemnify the Contractor, at first instance, from all and any damages deriving from any breach of such obligation.
- 4.7. Any transmission of drawings, of any kind, made by AM Solutions or, however, of its property for the purpose of completeness of the Product's technical dossier may not be deemed as transfer of property rights in favour of the Principal.
- 4.8. If the material and/or the Product realized from a design of the Client becomes property of AM Solutions due to failure to withdraw the good within the terms set forth in the Order Confirmation or in the General Terms herein, AM Solutions shall have the right to sell the product, also produced in series, to third parties, thereby waiving the Client of any right and/or indemnity.

#### **5. Principal's obligations and payment**

- 5.1. If agreed, the Principal shall deliver, at its own liability and expense, to the Contractor the Materials or Particulars or Semi-finished or Components to be processed, in the quality and quantity which AM Solutions shall deem appropriate for the required Work, at the Contractor's productive plant in Concorezzo (MB) or at another location requested by the Contractor. The Principal undertakes to comply with any other request of the Contractor if based on unavoidable technical and production reasons for the purpose of the proper performance of the Work.
- 5.2. The Principal shall pay the price for the Work to the Contractor as agreed in the Order Confirmation, pursuant to the terms and timings set forth therein.
- 5.3. Any failure to comply with such payment terms shall trigger the acceleration clause, if agreed upon, and the Contractor shall have the right to demand immediate and full payment of the consideration.
- 5.4. Unless otherwise agreed upon, AM Solutions shall have the right of retention of the Product until full payment of the price agreed.
- 5.5. Unless otherwise agreed upon in writing, prices are expressed in Euro, net of VAT. In case of non-payment or late payment, the Principal shall bear default interest at the rate provided for under art. 5 Legislative Decree 231/2002, payable from the day following the due payment date, without prejudice to the right to claim for any further damages.

- 5.6. Any deferment of payment and/or renewal of bill and/or recall, upon Principal's request, of an already cashed cheque shall not represent contract novation, but mere tolerance by AM Solutions which shall not exclude the application of overdue interest payment, to the amount specified in the previous paragraph.
- 5.7. Unless otherwise agreed upon, any partial payment made by the Principal upon execution of this Agreement shall be retained by AM Solutions as a deposit pursuant to art. 1385 Italian Civil Code. In the event of due performance, such amount shall be deducted from the agreed price; on the contrary, if the Principal fails to perform its obligations, AM Solutions shall then terminate the contract withholding such deposit, without prejudice to its right to claim any further damages.
- 5.8. Under no circumstances nor upon any basis shall Principal be entitled to suspend and/or postpone the payment, not even in the event of disputes and/or claims related to any defects or non-conformity of supplied Work or Service.
- 5.9. Principal, unless prior written consent by AM Solutions, shall not be entitled to set-off of any debts, arising from the Work herein, against any credits it may have with respect to AM Solutions.

## 6. Express termination clause

- 6.1. This Agreement may be legally terminated, pursuant to art. 1456 Italian Civil Code, upon provision of a mere written notice by Contractor of its intention to enforce this clause, upon occurrence of any of the following events:
  - a) Principal has not promptly provided, if so required, any collateral, deemed appropriate by Contractor, to ensure the fulfilment of its obligations hereunder or such collateral been belatedly provided;
  - b) voluntary winding up of the Principal or it declaring bankruptcy or becoming subject to any similar insolvency procedure;
  - c) if the Principal fails to pay the price or the down-payment or the deposit or two consecutive instalments and/or however fails to comply with the Contractor's requests in order to duly perform the order or fails to find the financing to pay the Price within the agreed term;
  - d) if the Principal refuses, without justification, to provide the materials to be processed or anything which AM Solutions determines, at its discretion, is necessary to carry out the Work or the drawings based on which the Work and/or the Product has to be realized;
  - e) if the Client refuses to provide the Particulars or the semi-finished good or the components by the deadline set by AM Solutions;
  - f) if the Principal refuses to correct or modify any technical specification which AM Solutions believes incomplete and/or wrong
  - g) if the client does not validate the production process pursuant to the required modifications due to technical progress or to adapt or correct the structure or the provided materials;
  - h) if the Principal fails to perform any contractual obligation toward third parties and does not provide the Contractor with any collateral it should deem appropriate;
  - i) If AM Solutions intends to avail itself of this express termination clause, it shall provide the Principal with a notice of legal termination of this Agreement by means of registered mail or certified email; this Agreement shall cease to have effect upon receipt of such termination notice. In such case, Principal shall retrieve any material provided to AM Solutions for the Work with all the consequences set forth by the General Terms herein and shall pay any consideration accrued up to that moment of the Contractor.

## 7. Subcontracting

Henceforth Principal agrees that AM Solutions may appoint third parties to carry out any processing or Services for the purpose of the required Work.

## 8. Processing Variations

If Principal asks the Contractor to make variations to the original Work, AM Solutions shall have the right, as an exception to the provisions under art. 1659, paragraph 2, Italian Civil Code, to ask for an amendment to the Price, related to the required variation. In such case, Contractor shall send a new offer for the required variation; such variation may only be granted after provision by Principal of the variation order Confirmation signed for acceptance. If no agreement is reached, AM Solutions shall have the right to carry out the required variation and shall however maintain the right to obtain the payment of the Price for the Work initially agreed and carried out.

## 9. Early termination

- 9.1. AM Solutions shall have the right to unilaterally seek early termination with immediate effect the contract if, prior to starting the Work:
- there are well founded doubts as to the Principal's solvability or its ability to perform the payment obligation and the Principal, despite the Contractor's request, is not willing to make an advance payment and/or to provide appropriate collateral, at Contractor's own discretion;
  - a reduction in the value of any collateral provided by Principal upon execution of this Agreement or during the performance thereof occurs;
  - the Client fails to perform its obligations as set forth by art. 5.7 hereof.
- 9.2. The exercise of the termination right herein shall not entitle the Principal to any compensation and/or damages.
- 9.3. The termination right herein shall be exercised by Contractor by notice given in writing by means of certified email or registered mail sent to the Principal's address and shall be effective upon receipt thereof. In such case, Principal shall retrieve any material provided to AM Solutions for the Work pursuant to the Terms and with the consequences set forth by these General Terms and shall pay any consideration accrued up to that moment in favour of the Contractor.

## 10. Delivery terms and modalities

- 10.1. Delivery terms, intended in working weeks or days or in exact calendar dates, as provided for by the Confirmation Order, are never binding for the Contractor and are to be considered as indicative only and not essential. Under no circumstances, shall AM Solutions be held responsible for any loss, direct and/or indirect of any nature, incurred by Principal due to failure to deliver the goods within the delivery dates, if any;
- 10.2. Such delays in delivery shall not entitle the Principal to cancel or modify the order or to postpone the payments;
- 10.3. Delivery terms shall commence on the execution date of the Contract or on any other date agreed upon in writing by the Parties;
- 10.4. If the Principal is required to pay part of the price as an advance or is required to provide appropriate guarantees in order to ensure the proper performance of the contract, delivery terms shall commence from such payment or from the issuance thereof.
- 10.5. Delivery terms may, however, be subject to interruption or suspension should any of the following occur:
- accident and/or force majeure and/or any other circumstance not attributable to AM Solution or resulting from gross negligence such as, including but not limited to, strikes, industrial actions, lockouts, fires, floods, pandemics, unexpected business difficulties, unexpected lack of raw material and/or energy;
  - impediments, delays in or failure to delivery Materials and/or Particulars of components by any AM Solution's supplier, due to events not attributable thereto;
  - until acceptance by the Principal of any modification proposed by AM Solutions;
  - modifications to drawings, projects, instructions, technical sheets already made or to be made for any reason which require a new validation of the process. In such case, suspension shall be effective until there is a positive outcome of the validation process.
  - Principal's failure in promptly providing any requested instruction and/or in completing, within the given timeframe, any its own task and/or in providing within the proper time schedules any Particulars and/or Materials to be used for the Work and/or technical and/or production specifications and/or drawings which AM Solutions deems essential to realize, install and/or assemble the purchased goods;
  - failure by the Principal to pay any advance or deposit sum or, however, the agreed consideration by the due dates;
  - any modification to the Work Order by the Principal, even if accepted by the Contractor.
- 10.6. Delivery terms shall be completely reset, commencing from the day after the removal of the reason which determined the suspension or the interruption.
- 10.7. Upon conclusion of the Material process, any production waste shall remain property of the Contractor, also to facilitate their proper disposal, recovery and/or reuse, unless otherwise agreed.
- 10.8. Product and Work delivery, together with any certification required by the type of Work and/or Product, will be ex-works at AM Solutions, unless otherwise provided for by the Work Confirmation Order, but in any case, the Principal shall collect the Work within 15 days upon receipt of the End of Work notice. Delivery terms are to be considered as indicative only and shall not bind the Contractor in any way.
- 10.9. The End of Work notice set forth by the previous art. 10.8 shall be provided by means of certified email or registered mail or any similar form of communication, provided that there is evidence of actual receipt.

- 10.10. Contractor undertakes to keep the Storage Area available to store Materials and returned goods for a period of 15 days after the End of Work notice. Afterwards, if no further orders are placed regarding the remaining material, a deposit rate shall be applied, unless otherwise agreed upon, amounting to Eur 20 (twenty) per day if the goods can be stocked in AM Solutions' warehouses; otherwise, storage rates shall apply pursuant the commercial tariffs, increased by 10%.
- 10.11. In the event of storage at AM Solutions' warehouse of the Material or of the Works provided by the Principal for more than 6 months (six), Principal hereby accepts that the title thereto shall be transferred to the Contractor which shall not be held responsible for any loss or damage of the Materials and Works and shall have the right to remove and dispose thereof, the costs being borne by the Principal, or to sell the Work to third parties.
- 10.12. In the event of shipping by AM Solutions, such shipping and delivery shall be at Principal's risk and liability.
- 10.13. Should the Principal fail to provide prompt instructions in writing, AM Solutions shall arrange the shipping in the way it considers most appropriate, also availing itself of third-party companies.
- 10.14. From the delivery date, the Principal shall bear all the risks, charges for custody, maintenance or insurance, without any commitment for AM Solutions to provide therefor. Any and all risks shall be borne by Principal.
- 10.15. Packaging expenses are included in the offered price. Packaging will not be accepted in return and any disposal expenses thereof shall be fully borne by the Principal.

## 11. Suspension of performance

- 11.1. Contractor shall be entitled to suspend the performance of the Contract until Principal promptly provides collateral, deemed appropriate by Contractor, to ensure the fulfilment of its obligations hereunder, should any of the following occur:
- Principal fails to provide the Contractor with anything requested to duly satisfy the order;
  - Contractor, at its own discretion, detects any risk and/or mistake in the technical specifications or in the drawings provided by Principal;
  - If Client does not validate the production process in accordance with the modifications required by any technical progress or fails to adapt or correct the product or the provided materials;
  - if the Principal fails to pay any sum due as advance or any sum at the due dates agreed upon;
  - insolvency of Principal;
  - failure by Principal to perform its obligations toward third parties and failure to issue the collateral deemed appropriate;
  - seizure, protest, foreclosure and/or, more in general, any act adversely affecting Principal's solvability and, therefore, jeopardizing the payment under the agreed terms and conditions;
  - Principal declares bankruptcy or becomes subject to any similar insolvency procedure;
  - Principal fails to obtain the financing for the Price within the agreed timeframe.
- 11.2. In the event Contractor intends to avail itself of the right to suspend the performance of the contract, it shall then inform Principal in writing by means of telefax, registered mail or certified e-mail or, however, by means of an instrument which enables Principal to be gain knowledge of such suspension;
- 11.3. Upon occurrence of one or more of the cases under art. 6.1 and if Principal did not promptly issue a proper collateral to secure the performance of its contractual obligation, such failure shall entitle Contractor to exercise the express termination clause provided for by art. 6 hereof.

## 12. Warranty of fitness

- 12.1. Contractor shall carry out the Work pursuant to the instructions and/or the draw provided for by Principal.
- 12.2. Principal shall be fully responsible of the fitness, conformity, lack of defects and consistency with the technical process specifications of the Materials and/or of the Particulars provided to Contractor for the processing.
- 12.3. In the event of unfitness, unconformity, defects or inconsistency of the Materials and/or Particulars which Principal provided Contractor with, under no circumstances Contractor shall be held liable for flaws and/or defects arising from the processing.
- 12.4. Principal shall be fully liable for the instructions and technical specifications provided to the Contractor for the purpose of the Work, as well as of the correspondence between the Work and its purpose and intended use.
- 12.5. Principal shall be fully responsible for any particular requested work specification.
- 12.6. AM Solutions shall have the right, at any time, in the event of ascertained risks and/or errors in the technical specification provided, to suspend the process; in such event, Principal shall not be entitled to any indemnity.
- 12.7. Principal shall guarantee and hold harmless Contractor from any claim whatsoever presented against the latter.

### 13. Examination and acceptance of work

- 13.1. Unless otherwise agreed, upon delivery of Work, Principal shall immediately:
  - 1) verify the amount and the packaging of the processed products and register any claim in the delivery note;
  - 2) carry out a conformity check of the Work with regard to the technical specifications.
- 13.2. If the Delivery Note is signed without reservations, the Work will be considered legally accepted by Principal. If Principal fails to carry out delivery or if the abovementioned examinations are not performed or completed within 3 days for any reason attributable to Principal, such Works shall be however considered accepted also in the absence of a Delivery Note signed by Principal.
- 13.3. In any case, Work shall be deemed accepted upon payment, even if partial, of the first instalment of the supply consideration falling due immediately after such inspection.
- 13.4. Any cost and charges related to such examinations shall be exclusively borne by Principal.

### 14. Liability

- 14.1. AM Solutions ensures the proper mechanical functioning of the Work and the absence of flaws and/or defects in materials, manufacturing or assembly for a period of 18 (eighteen) months commencing from the delivery date, unless otherwise agreed upon between the Parties and/or unless otherwise provided for by the law with regard to the nature of process or product, if non-derogable.
- 14.2. It is understood and agreed that warranty shall not be valid in the event due to shocks and damage resulting from improper use of the Product.
- 14.3. Warranty consists of the mere repairing or replacing, free of charge, in whole or in part, of the Work which, at Contractor's own discretion, may result defective for lack of conformity in materials or production.
- 14.4. In any case, in order for the warranty to be valid, Principal must be compliant with the payment of the agreed price;
- 14.5. Under penalty of forfeiture of the warranty as above described, Principal shall deliver a written complaint of any flaws and/or defects within 60 (sixty) days of discovery if latent defects and within 60 (sixty) days of delivery in the case of apparent defects.
- 14.6. Replacements and repairs shall be carried out by AM Solutions or by a third-party company provided by AM Solutions within a reasonable required time. It is understood that AM Solutions shall be held free of any and all liability and that Principal shall waive in advance to any claim for direct and indirect damages and costs, including those arising from the temporary lack of use of Work for the duration of the repair. Any necessary investigation shall be carried out by persons authorized by AM Solutions, and Principal shall offer such assistance as is necessary.
- 14.7. Principal shall forfeit its warranty rights in the event of failure to comply or if it carries out modifications or repairs which had not been authorized in writing by AM Solutions or performed by personnel who had not been authorized in writing by AM Solutions.
- 14.8. The warranty granted by AM Solutions and its liability shall not extend, under any circumstances to:
  - a) damage to property and/or persons caused by a defective Product during its usage if the flaw is attributable, even indirectly, to designs, projects, information, software, documents, instructions, materials, semi-finished, components or other tangible goods provided, chosen or required by the Principal;
  - b) damage to property and/or persons caused by a defective product during its usage, if Principal used it without having carried out, or having had someone else do so, all and any controls and tests which were required due to the design, usage and desired result;
  - c) components of the good which, by their nature and usage, are subject to natural wear and tear;
  - d) faults or breakages due to natural wear or improper use, carelessness, negligence, misuse and lack of maintenance, improper or excessive exploitation of the Product.

### 15. Reconditioning Service

- 15.1. If AM Solutions is required to overhaul, modify or repair an already realized Work, such reconditioning service will be deemed contractually binding upon receipt by the Contractor of the Reconditioning Confirmation Order signed by Principal.
- 15.2. The consideration due to Contractor and listed in the Reconditioning Confirmation Order is calculated based on the applicable tariffs listed in the Contractor's price list related to the assistance and repair service in force at the time of the service provided.



- 15.3. Any cost for used components, materials and special services shall be separately invoiced;
- 15.4. Unless otherwise agreed upon in writing, all prices are expressed EXW, excluding packaging. The applicable VAT rate shall apply to the listed prices.
- 15.5. Unless otherwise agreed, payments both of services and provided spare parts shall be made within 10 days of the date of receipt of the invoice, without any unauthorized deduction or set-off.
- 15.6. All the General Terms herein also apply to the assistance and repair services.

**16. Mediation clause**

- 16.1. The Parties will submit any disputes arising out of or related to this contract - including those relating to its interpretation, validity, effect, execution and termination - to the attempt of mediation according to the provisions of the Regulation of Civil and Commercial Mediation of the Arbitration Chamber of Milan that the Parties expressly declare to know and to accept integrally.
- 16.2. The Parties commit to recourse to a conventional mediation procedure before beginning any arbitration or judicial proceedings.

**17. Arbitration clause**

- 17.1. In case of a negative outcome of the mediation procedure referred to clause nr. 16, the Parties agree that any disputes arising out of or in connection with this Agreement, including those relating to its validity, effect, interpretation, termination, termination, execution, will be resolved by arbitration in accordance with the Rules of the Arbitration Chamber of Milan, by a single arbitrator appointed in accordance with those Rules, according to the tariff in force at the time of submission of the application.
- 17.2. The costs of the proceedings shall be shared equally between the parties until the arbitration award is determined differently with the right to any reimbursement unless otherwise decided.

Contractor

Principal

.....  
(date, stamp and signature)

.....  
(date, stamp and signature)

The Parties specifically approve the following clauses: nr. 6 (Express termination clause); nr. 9 (Early termination); nr. 10 (Delivery terms and modalities); nr. 11 (Suspension of performance); nr. 12 (Warranty of fitness); nr. 14 (Liability); nr. 16 (Mediation Clause); nr. 17 (Arbitration Clause).

Contractor

Principal

.....  
(date, stamp and signature)

.....  
(date, stamp and signature)