

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND PROVISION OF SERVICES

1. **SUBJECT** These general terms and conditions of sale of goods and provision of services (hereinafter the "General Terms and Conditions") contain the provisions relating to your purchases from VISION of Products, in full ownership or by the right of use, exclusively for your internal use and not for resale, as well as the provisions relating to the acquisition of Services, as described in these General Terms and Conditions, in any Operational Annex, in the Offer or in any other contractual documents. The term **Products** includes:
- "Equipment": hardware and peripherals related to such,
 - "Service(s)": Professional Services, Maintenance and Support Services, Software Support Services and any other services provided to you by VISION,
 - "Software" standard processing programs available in packaged form, as well as, in accordance with the following articles 2 and 4, Deliverables if they are in the form of processing programmes,
 - "Deliverables": specific products in tangible form (e.g. magnetic, CD or paper media) or products that can be automatically transformed into a tangible form (e.g. *files* sent by e-mail) implemented by VISION as part of the provision of Professional Services. The term Deliverables does not include Equipment and Software (except as indicated above);
 - "VISION Product Specifications" the VISION publications containing the official specifications of the VISION Products, as well as the technical documentation that VISION includes in the delivered products.

The Union of the General Terms and Conditions with the above-mentioned documents (Operational Annex, Offer and any other contractual documents), which from time to time will integrate them, will constitute each time a distinct and separate **Contract**.

The Offer will be considered accepted by you if you have signed it or if you have allowed VISION to execute it. In the latter case, the Offer of Vision will be considered accepted by you without reserve and VISION may suspend the services if you have not accepted the provisions in accordance with Art. 1341 and 1342 of the Italian Civil Code. Any pre-printed regulatory provisions on your orders will be null and void and will not form part of the **Contract**.

In the context of the **Contract**, the following hierarchy of sources is (starting from the first applicable): (1) Offer, (2) Operational Annex, 3) General Terms and Conditions.

2. PRODUCTS

2.1 Professional Services and Deliverables

In the execution of Professional Services such as: systems consultancy services, analysis, development and implementation of computer programs, VISION could provide you with products/works created *ad hoc* for you ("Deliverables"). Upon your payment of the corresponding fees, VISION shall grant you a license for internal use on Deliverables, which is non-exclusive and non-transferable to third parties.

VISION remains free to create and distribute Deliverables or provide Services similar to those made for you, while still being obliged to maintain confidentiality about your confidential information.

2.2 Software License

Upon your payment of the corresponding fees, VISION shall grant you a license for internal use on the Software (with the exclusion of diagnostic software) and on the Deliverables, which is non-exclusive and non-transferable to third parties. The Software or Deliverables that VISION has obtained from third parties will also be subject to the licensing provisions established by their suppliers.

The Software and the customized software (as part of the Deliverables) may be used only in the manner or for the purposes expressly provided for in the relevant **Contract**. All decompiling or "reverse engineering" operations in order to obtain the source code are expressly prohibited. You are obligated not to copy, modify, sublicense or render, however, available to third parties the Software and the customized software (as part of the Deliverables), under the regulations in force (Law 633/1941 and subsequent amendments). Unless otherwise agreed in the individual **Contract**, the Software and the customized software (as part of the Deliverables) may be used by you only in the form of object code on the single computer, class and model for which you have obtained the relative license.

The Software, the customized software (as part of the Deliverables) and the relative documentation remain the property of VISION and/or third parties, from which VISION has received a distribution license.

2.3 Transfer of property and risks. Delivery

The ownership of the Products (except Software and Deliverables, which are given under license for use) and all risks of destruction and damage will pass to you and the relative delivery shall be considered to have been fulfilled at the moment when VISION has delivered the Products to the carrier or shipping company (whether chosen by you or by VISION).

The terms of delivery are indicated in the offer and/or in the Operational Annex and in any case, they are not binding. Vision will do its best to comply with the delivery terms indicated in the Offer except for unforeseen events and external causes that may affect delivery times. The setting up and/or installation of the system will take place after delivery and is agreed upon according to your availability.

2.4 Warranty, maintenance and other Services

During the warranty period, VISION will provide you with the Services indicated in the following Art. 5 and in the **Contract**. VISION will also provide you with maintenance, installation, support services, etc. that will be charged separately according to the provisions of the individual **Contracts**.

2.5 Your obligations

To obtain the best performance from the Products, correct use is necessary, as well as your cooperation with VISION. Unless otherwise stated in the **Contracts**, you must, therefore:

- a) evaluate whether the Products, with the relative guarantee, satisfy your actual needs;
- b) guarantee VISION the free and safe access to the places where the Products are located, guaranteeing the safety and security of the persons assigned by VISION to assist you, also guaranteeing any useful or necessary logistic support (telephone/electric connections);
- c) keep the place where the Products are installed according to the Specifications of the Products;
- d) start and use the Products in compliance with the relevant Specifications or user manuals;
- e) test the Software and the relative "updates" or upgrades.

2.6 Data

You are solely responsible for the data used with the Products, as well as the possible applicability of specific regulations to protect such data. In particular, you will take all measures to safeguard the safety, integrity and confidentiality of your data. You will also provide at your own expense: (a) for the duplication, storage and eventual recovery of data in the case of failure or error, (b) to establish the procedures for restarting processing in the case of their unexpected interruption, and (c) to the prevention of unauthorized access to any confidential data.

You guarantee that there are no restrictions on the use by VISION of your data as part of the execution of the **Contract**.

3. PRICES AND PAYMENT

3.1 Prices, invoicing and payments

The prices of the Products will be indicated from time to time in the **Contracts** and/or in the Offers. The prices of the Products do not include transportation and installation costs, which will be invoiced separately. VISION will invoice the Equipment and Software upon shipment unless VISION keeps these products in storage for you, in which case VISION will invoice the prices of the Products at the beginning of the storage. VISION will also invoice your storage costs. The Services provided on a continuous basis will be invoiced in advance while the Services provided on a non-continuous basis will be invoiced in arrears. The Deliverables will be invoiced according to the methods set out in the relevant Offer or in the Operational Annex. All payments will be due 30 days from the date of invoice. VISION reserves the right to apply interest for late payment after 30 days from the date of payment agreed, as well as to request payment of the legal costs incurred in order to recover its credit from you, under the regulations in force (Legislative Decree no. 231/2002).

Unless otherwise agreed in the **Contract**, if you cancel or delay a delivery, VISION reserves the right to charge you the amount deducted in the Offer as a penalty.

Leasing

If you decide to lease the Products from a leasing company, an act of sale of the Contract between you, VISION and the leasing company will be stipulated, which will allow VISION to invoice to the leasing company the price of the Products.

4. CONFIDENTIALITY

4.1 Confidential Information

"Confidential Information" means information of a confidential nature relating to the individual **Contract** (including prices), which each party reveals to the other. Paper documents (or other tangible media) containing confidential information must always bear the words "Confidential", "reserved" or similar.

The Confidential Information disclosed verbally shall be identified as such by the party which reveals it and shall, within the next 10 days, be shown on a paper document marked "Confidential" or "reserved" and sent to the party which previously received it. The information that one of the parties has legitimately received from third parties is not considered as Confidential Information. The Software and the data contained in your computers are considered Confidential Information even if they do not contain the word "Confidential".

4.2 Obligations, duration

Each party shall treat the Confidential Information of the other party in such a way as to avoid unauthorized access by third parties unless required by law or by the Judicial Authority. All Confidential Information shall remain the property of the party who disclosed it, which may at any time request its destruction or return (with the exception of the Licensed material), except for a back-up copy. The obligations referred to in this Art. 4 shall remain in force for the three years following the first notification of Confidential Information; for the Software, the obligations will remain in force indefinitely.

4.3 Subsidiary companies, Employees

Each party may communicate the Confidential Information of the other to its subsidiaries and to its employees or consultants, who have signed a confidentiality agreement containing the provisions of this Art. 4. VISION will be considered as the third beneficiary of these confidentiality agreements and may, therefore, act for the compliance of these agreements.

5. WARRANTY - LIMITATIONS

5.1 The purpose of the warranty

VISION guarantees you that:

- a) it will provide the Services with due diligence and professionalism (obligatory means), in compliance with the provisions of the **Contracts**;
- b) the Deliverables and the Software will conform to the functional specifications contained in the relevant **Contract**;

5.2 Warranty period

Without prejudice to various provisions contained in the **Contracts**, the warranty period for the Equipment is **180 days** and for the Software and Deliverables is **60 days**. The warranty period of the Products runs from delivery; the warranty period of the Software and the Deliverables runs from the acceptance of the system unless otherwise provided for by the delivery. For third party Products, VISION will transfer the warranty provided by the manufacturer.

5.3 Remedies under warranty

Should the products prove to be non-compliant with what is guaranteed during the warranty period and you have notified VISION to that effect, VISION shall repair, correct or replace the non-compliant components in the terms and conditions established in the **Contracts** promptly and at its own expense. If you have promptly notified VISION of the non-compliance of the Services provided with what was agreed in the **Contract**, VISION undertakes to provide you with these Services again. The provisions of this Art. 5.3 exhaust VISION's obligations in terms of warranty.

5.4 IP Warranty

If a legal action is brought against you by a third party for alleged violations in the Products of trademark, industrial and intellectual property rights, VISION will assume your defence at its own expense and support the compensation definitively established by legal channels, provided that:

- a) you give prompt communication and guarantee the broadest collaboration to deal with the legal action;
- b) you grant VISION the widest possible faculties of action in court;
- c) you grant VISION the most complete right to decide whether to obtain the right to continue the use of the Equipment or to replace or modify the same or to withdraw it after returning the price you paid, taking into account the relative depreciation as you accounted for in the balance sheet.

The liability of VISION is limited to the conditions laid down in the previous paragraph and is however excluded if the Products have been totally or partly modified by you; the dispute brought against you by third party products; the Products have been used in connection with other products not produced by VISION.

The foregoing fulfils any and all liability or obligation of VISION towards you as regards violations of trademarks, intellectual and industrial property rights of third parties.

5.5 Warranty exclusions

Except as provided in the **Contracts**, VISION does not offer any other warranties on the Products, express or implied, including, but not limited to, warranties of merchantability or fitness for use for particular purposes. Furthermore, VISION does not guarantee that the Products are free from interruptions in the execution, free from errors, or that all defects, errors, vices or non-conformities can always be corrected. VISION does not guarantee that the data or analyses conducted are accurate and will lead to a particular commercial result. All forms of guarantee for products you directly purchase from third parties are excluded, i.e. for the products that VISION provides according to the formula "as it is".

The warranty also excludes any problems arising from:

- alteration/modification of products not authorized by VISION,
- transport or displacement of the Products in an improper manner,
- your use of products purchased from third parties, which present defects or are not compatible with the standards and specifications of the VISION Products;
- the use of the Products in a negligent or improper manner or in any case not complying with the Specifications or the interface requirements of the Product,
- fire, smoke, flooding or other unforeseeable and/or exceptional event.

5.6 Safety rules

You are obliged to maintain the conditions of the installation site according to the VISION specifications and to guarantee full compliance with all legal provisions regarding safety at work and accident prevention. In compliance with the provisions of Legislative Decree no. 81/2008 (and subsequent amendments), you guarantee that you will, from time to time, communicate to VISION everything necessary to know about the state of the places where the personnel appointed by VISION will operate.

6. MUTUAL LIMITATION OF LIABILITY

None of the parties shall be liable in any way for indirect damages, nor for damages attributable to a loss of profit (including, but not limited to: loss of production, data, profits or commercial opportunities) in relation to the execution of the individual **Contract**.

Notwithstanding the foregoing and the mandatory provisions of the law regarding compensation for damages, the liability of each party, in the execution of the individual **Contracts**, will only be limited to the emerging damage for a maximum amount equal to the price of purchase indicated in the **Contract** to which the damage refers. In the event of damage to things (tangible assets), the liability of each Party shall be limited to the emerging damage of a maximum amount of EURO 50,000 (fifty thousand).

7. COMPETENT JURISDICTION

For any dispute arising out of or in any case connected to the Contract, the Court of Milan shall have exclusive jurisdiction.

8. FINAL PROVISIONS

8.1 Assignment; Subcontracting

The Contract is not transferable without the express written consent of the parties. In this case, the transfer will be valid from the moment of the communication of consent from the other party.

Furthermore, VISION reserves the right, and you expressly accept as of now, to subcontract, in whole or in part, the execution of the Services to third parties, in accordance with and for the purposes of Articles 1656 and 1670 of the Italian Civil Code.

8.2 Duration and termination of the Contract

If the date has not been indicated, the **Contract** will be valid and effective from the moment that VISION carries out the first delivery of Products or will begin the provision of the Services. The General Terms and Conditions shall be indefinite and may be terminated by any party at any time with written notice of at least 30 days. The termination of the General Terms and Conditions will not affect the validity and effectiveness of the individual **Contracts** that will last until their natural expiry.

8.3 Communications between the parties

Any communication between the contracting parties relating to the **Contract** shall be made in writing otherwise, it shall be considered void. Such communications may be exchanged by fax, e-mail, via Certified e-mail or by registered letter with acknowledgement of receipt. The date of the communication will be that of the document attesting to the receipt by the recipient.

8.4 Legislative Decree 231/2001 and idemnity.

You undertake to idemnify VISION as of now for any penalties or damages that may result from the latter as a consequence of the violation of the rules provided for by Legislative Decree no. 231/2001 by you or your senior or subordinate staff.