

GENERAL TERMS AND CONDITIONS OF SALE

Instron – Division of ITW test and Measurement Italia S.r.l.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are the general terms and conditions that apply for the of supply Systems, Products, and/or Services to a Customer. The General Conditions, together with the Order and the Order Confirmation, represent the entirety of the agreements made between Instron and the Customer regarding a specific Supply, and replace any other communication and/or oral or written understanding between Instron and the Customer in this regard. General Conditions are available for viewing and possible copying at the "Instron" office in Pianezza (TO), or by consulting the website: <https://www.instron.com/en/our-company/about-us/terms-and-conditions/>

1. DEFINITIONS

Instron: Instron Division of ITW Test and Measurement Italy S.r.l and its eventual successors and/or assignees.

Customer(s): the subject who requests and/or receives an Offer or sends an Order to Instron and, if provided by the Order Confirmation and/or by legal provisions, their eventual successors and/or assignees.

Order Confirmation: the written communication with which Instron confirms to the Customer the acceptance of the Order, thereby finalizing the Contract.

General Conditions: these General Conditions.

Contract: the set of provisions of the General Conditions, the Order, and the Order Confirmation accepted by the Customer.

Supply: the overall subject of the Order Confirmation.

Corporate Group: the set of companies directly and/or indirectly controlled by a Party and the companies under common control with that Party.

Offer: the document that Instron submits to the Customer to clarify the economic quantification and the specific terms of supply of a Product and/or Service and/or System, allowing the Customer to evaluate the issuance of an Order.

Order: the document (and related attachments) signed by the Customer and sent for acceptance by Instron, in which the Customer requests Instron to provide Products and/or Systems and/or Services. The definition of Order also includes the amendments to the Order accepted by Instron after the completion of the Contract.

Party: the Customer and/or Instron.

Parties: the Customer and Instron.

Price/s: the price indicated in the Order Confirmation.

Product/s: the good/s specified in the Order Confirmation.

Service/s: the service/s specified in the Order Confirmation.

System/s: the system/s specified in the Order Confirmation.

2. CONTRACT STRUCTURE

2.1 Unless specific and different agreements result in writing, the Customer agrees that each Order related to the General Conditions, as well as the corresponding Order Confirmation, represents a separate and legally independent and autonomous Contract from the others.

2.2 Whenever the Customer places an Order that is subject to Order Confirmation, the corresponding Supply will be subject to the additional contractual conditions for Products, Systems, and/or Services indicated in the Order and in the Order Confirmation, which are an integral part of the Contract.

2.3 In case of differences between the provisions of the different contractual documents, those contained in the Order Confirmation and the General Conditions shall prevail over those contained in the Order, while those contained in the Order Confirmation shall prevail over those of the General Conditions. Any general purchase conditions of the Customer, not expressly accepted in writing by Instron, even if stated in the Order and/or on the back of the Order, will not be applicable and will not produce effects between the Parties.

2.4 The Offer is valid only if sent in writing and for the period indicated on the Offer.

2.5 The Contract is concluded between the Parties when Instron, after receiving the Order, has communicated the Order Confirmation to the Customer in writing. The Customer, as soon as in possession of the Order Confirmation, must check all the data contained therein; these will be considered accepted by the Customer if they are not disputed in writing by the same within the following 12 (twelve) hours from the receipt of the Order Confirmation. The Products/Systems not expressly described in the Order Confirmation cannot be the subject of the Supply. Instron will lose the possibility of communicating the Order Confirmation to the Customer - and thus perfecting the Contract - after 60 (sixty) days from the receipt of the Order.

3. GENERAL PROVISIONS

3.1. Except as provided in Article 24, All information exchanged between the Parties, in the context of the execution of the Contract, must be considered non-confidential. If the Parties intend to communicate, receive, or exchange confidential information, they agree to enter into and sign a specific confidentiality agreement.

3.2. Each Party may communicate with the other via electronic means, and such communication shall be equivalent to a written document, without prejudice to provisions set forth by overriding legal norms. The identification code contained in the electronic document, even if different from the digital signature, will be sufficient for the identification of the sender and the authenticity of the document. In particular, the Parties expressly agree that the Order sent via electronic means will be considered by the Parties as equivalent to paper documents signed by the Customer, with the same mandatory and binding nature, without prejudice to provisions set forth by overriding legal norms.

3.3. The assignment or transfer of the Contract within the Instron Corporate Group does not require the Customer's consent. The Customer, however, may not assign the Contract in favor of third parties.

3.4. The Customer agrees to purchase the Products, Systems, or Services for their own use or that of their Corporate Group and not for resale, leasing, or transfer to third parties. The Customer therefore commits to not resell any Product, System, and/or Service to

others for at least two years without the prior written authorization of Instron. Violation of this provision results in the ineffectiveness of the resale itself and grants Instron the right to regain possession of the Product and/or System and/or Service.

3.5. The Customer allows Instron to install on the Products/Systems, at the expense and care of Instron, technical innovations deemed mandatory and/or appropriate at the sole discretion of Instron (for example, those necessary for safety and/or efficiency reasons). Any parts that may be removed become the property of Instron; in this regard, the Customer declares that they have the appropriate authorization, from the owner or from the holder of other rights, to transfer to Instron the property and possession of the removed parts.

3.6. The Customer exempts Instron and assumes full responsibility for the results obtained from the use of the Products and/or Systems and/or Services.

3.7. In the event that any clause of the Terms and/or the Order and/or the Order Confirmation is declared invalid and/or ineffective, the remaining clauses will remain fully in force and effective between the Parties.

4. PRICES

4.1 Unless otherwise agreed in writing, the Price refers to a Supply delivered in accordance with the Incoterms "DDP" and includes packaging, insurance, and generally, tax or financial charges related to the sale. Prices are to be considered exclusive of VAT. Customs clearance fees and customs duties are the responsibility of the Customer in case the Product and/or Systems are not delivered in one of the member states of the European Community. The Prices do not bind Instron in the case of changes in the quantity and type of Products and/or Systems and/or Services to be supplied/ executed in favor of the Customer and will also be updated in case of extensions of delivery terms for the reasons provided in article 7 ("Delivery time") of these General Conditions.

5. PAYMENT AND BILLING

5.1 Payment of the Price must always be made via bank transfer to the bank details indicated by Instron in accordance with the terms outlined in the Contract or, in the absence of a different agreement, within 30 (thirty) days from the date of invoice issuance. The transmission of amounts to Instron is always at the risk of the Customer, regardless of the method chosen by the Customer; therefore, any fraud suffered by the Customer (attributable to third parties who have improperly/illegally assumed the identity of Instron) cannot in any case be charged to Instron. In the event of late payment, the Customer must pay Instron, without the necessity of a formal notice, default interest at the rate determined according to Article 5 of Legislative Decree 231/2002, without prejudice to any additional damage. If the Supply specifically allows it, Instron may make partial deliveries, invoicing each delivery separately in accordance with the payment terms specified in the Contract.

5.2 Any complaints from the Customer, including those regarding delivery delays or incomplete supply of non-essential parts, do not entitle the Customer to suspend or delay the payment of the Price, even in derogation from the provisions of Article 1460 of the Civil Code.

5.3 Unless otherwise explicitly agreed upon by the Parties, billing for the supply of Products and/or Systems will be fully carried out upon shipment. In case of delivery completed pursuant to Article 8.2, billing will be fully carried out with the notice of completed supply and readiness for collection.

5.4 At the Customer's specific written request, the material provided for the execution of labor may be billed concurrently with the execution and billing of the same.

5.5 In the case of labor provision or on-site activities to be quantified on a final basis, Instron will issue the relevant invoice upon receiving the hourly reports from the Instron personnel duly countersigned by the Customer. If the Customer refuses to countersign the intervention report without justified reason, Instron will not provide any guarantee regarding the work performed and will have the right to remove the installed material and take action against the Customer in order to obtain compensation for damages, with exemption from any liability concerning the failure to intervene and the damage that may arise to the Customer.

6. LIMITATION OF LIABILITY

6.1 Instron's liability to the Customer for direct damages under contract, of any other nature and for any other existing form of compensation and/or indemnity provided by law and/or these General Conditions and/or the Contract, shall in no event individually or collectively exceed an amount equal to 100% (one hundred percent) of the reduced Price of the accessory components (VAT, transport, customs clearance, etc.).

6.2 Instron shall also not be liable to compensate the Customer for lost earnings and/or any indirect and/or consequential damages. In particular, by way of example and not limited to, Instron shall not be responsible and shall not be required to compensate the damages suffered by the Customer in terms of loss of revenue, loss of profit, loss of opportunities, penalties or compensations in favor of third parties and/or commercial counterparts in general of the Customer or, in any case, arising from Instron's failure to comply with the obligations assumed in the Contract.

6.3 The Parties agree and declare that this article 6 shall prevail over any agreement contained in any document (by way of example, the Order and/or the general conditions applied by the Customer) prior to and/or subsequent to the signing of these General Conditions, having content (even if only in part) that is different (in whole or in part), since only an express and written derogation regarding the applicability of this article may have the effect of rendering it (in whole or in part) ineffective between the Parties.

7. DELIVERY DEADLINE

7.1 The delivery term is indicated in the Order Confirmation and will begin once all the following events have occurred, with respect to the last of them that has been perfected:

- the conclusion of the Contract;
- the collection, if applicable, by Instron of the deposit on the Order;
- the receipt by Instron of the technical data from the Customer or from third parties designated by them, or the approval of Instron's drawings and executive plans by the Customer, if applicable;
- the receipt by Instron of the materials that may need to be provided by the Customer or by a third party designated by them.

7.2 For the calculation of delivery terms, 5 (five) working days are counted for each week, excluding midweek holidays. The delivery term is automatically extended in case of force majeure events for a period of time equivalent to the duration of the event itself.

7.3 Instron shall not be liable, under any circumstances and for any reason, for any direct or indirect damages caused by the delivery of Products and/or Systems, or the execution of Services in violation of the delivery deadline; the Customer declares to accept the delivery of Products and/or Systems even after the delivery deadline. The delivery deadline is also extended, without

the need for specific communication, if the Customer does not fulfill contractual obligations promptly, especially:

- if payments are not made by the agreed deadline;
- if the Customer does not provide, before or during the processing of the Product/System or the execution of the Services, the necessary data by the date agreed upon by the Parties;
- if the Customer requests changes during the execution of the Order;
- if the Customer delays the delivery of raw materials necessary for the execution of the Order.

8. PLACE AND METHODS OF DELIVERY - PACKAGING - SHIPPING AND TRANSPORT

8.1 Unless the Order Confirmation provides otherwise, the Customer receives from Instron the delivery of Products and/or Systems at the location indicated in the Order in accordance with the Incoterms 'DDP'.

8.2 If the Customer has not indicated a delivery location in the Order, the delivery of the Supply will be completed according to the Incoterms 'Ex Works', therefore, Instron will inform the Customer that the Supply is completed and ready for collection, and the Customer must fulfill all obligations (including customs clearance) necessary to collect the Supply within 10 (ten) days from receipt of the notification. If the Customer does not collect the Supply within the aforementioned deadline, the delivery will be deemed to have occurred with the notice that Instron communicates that the Supply is completed and ready for collection by the Customer, and the latter cannot claim any reduction of the Price against Instron by citing the failure to perform activities included in the Price itself.

8.3 The Products and/or Systems will travel at the risk and danger of the Customer, excluding any liability on the part of Instron in derogation of the Incoterms principle 'DDP'. The Customer is obliged to inspect the Products and/or Systems and to refuse delivery if any issues are found (for example, missing parts of the Product/System or apparent defects/damages). The Customer's signing of the delivery document - or the loading certificate in the case of the application of the 'Ex Works' principle - without noting any issues, constitutes acceptance of the Product/Service without reservations and exempts Instron from any liability towards the Customer. Any defects and/or damages that are not evident at the time of delivery or collection must be reported by the Customer to Instron, by means of a registered letter or certified email, within 8 (eight) days of discovery. Otherwise, the Customer loses the related warranty rights.

8.4 The Customer may not return Products/Systems/packaging unless they have obtained a written estimate approval from Instron. The exclusion of protective packaging, in the case of goods for which it is normally used, or the use of special packaging, must be expressly requested by the Customer in the Order. Instron packages according to customary practices and is expressly exempted by the Customer from any liability for any damages and/or losses arising from the packaging that, due to fortuitous, unpredictable, or unknown causes to Instron, the Product/System may suffer or cause during transport. 8.5 In the event of returns made by the Customer to Instron, the Product/System always travels at the risk of damage and loss borne by the Customer.

8.6 If for any reason the delivery did not occur due to circumstances beyond Instron's control (for example, the Customer did not indicate the delivery location in the Order and did not collect the Supply within the term referred to in art. 8.2), the delivery is considered to have been carried out effectively with the sending to the Customer of the notice of completed Supply or Supply available for testing.

9. PENALTIES / DELAYS IN DELIVERY

9.1 Any penalties for delays in the delivery of Products/Systems or in the execution of Services must be indicated exclusively and expressly in the Order Confirmation. If Instron is required to pay a penalty due to delayed performance, pursuant to and for the purposes of Article 1382 of the Civil Code, such amount shall be regarded as the sole remedy available, therefore excluding expressly the compensability of any further damages.

9.2 The penalty is not due if the delay in fulfilling the obligation is attributable to an event of force majeure (by way of example, disasters, armed conflicts, terrorist acts, etc.) or to an event not attributable to the direct responsibility of Instron (by way of example, strikes, market disruptions, regulatory changes, etc.). The date from which the Customer intends to start the penalty must be included in the Order and confirmed in the Order Confirmation, without allowing for retroactive commencement from the indicated date.

9.3 The Customer expressly waives the offset of amounts due as a penalty with the Price and/or the amounts provided for in the execution of the Contract.

9.4 In the event of cancellation of an Order or partial failure to collect the Products/Systems, the Customer must pay Instron a penalty equal to 30% (thirty percent) of the value of the canceled Order or, in the case of partial cancellation of the Order, 30% (thirty percent) of the value of the Products/Systems not collected, without prejudice to Instron's right to take action against the Customer to obtain compensation for greater damages. The aforementioned penalty will not be applied if the cancellation is communicated in writing by the Customer to Instron within 10 (ten) days from the date of issuance of the Order, unless in the meantime the Confirmation of Order from Instron has been received by the Customer, as in that last case, the aforementioned penalty will apply.

10. TRANSFER OF RISKS

10.1 The Customer acquires ownership of the Supply, assuming the related risks, upon delivery of the Product/System, even in the case where the Product and/or System is to be installed by Instron at the Customer's facility, or if transportation is handled by Instron in accordance with Article 8.2.

10.2 If the shipment is delayed or made impossible for reasons not attributable to Instron, the Product and/or System will remain deposited with the latter at the expenses, risk, and peril of the Customer. The storage costs for the Product/System are hereby determined by the Parties at €250.00 (two hundred and fifty euros) for each day it is stored at Instron.

10.3 In any case, if the impossibility of proceeding with the delivery is attributable to the Customer, the latter must remove such impediment within 15 (fifteen) days from the expiry of the delivery date referred to in art. 7.1 - or from any other date subsequently agreed upon in writing by the Parties - since, otherwise, Instron will be entitled to deliver the Product/System, at the Customer's expense, to a designated storage facility.

11. FORCE MAJEURE AND FORTUITOUS EVENT

11.1 Without prejudice to other cases of exclusion of liability expressly provided for herein, Instron shall not be liable for non-fulfillment or delay in fulfillment of any obligation arising from the Contract resulting from: earthquake, fire, flood, pandemic, invasion, insurrection, revolt, order of civil or military authority, state of alert, mobilization, blockade, war (even in states indirectly affected by the Supply), strike, labor agitation, occupation of premises, lockout, embargo, interruption of any kind of freight transport, and in any case any circumstance that is beyond the control of Instron, even if not expressly listed here. In such cases, the delivery period

shall remain suspended for the entire time necessary for the detrimental event to be reasonably considered definitively ceased and incapable of preventing and/or delaying the fulfillment of the Contract.

12. KNOWLEDGE OF REGULATIONS - TECHNICAL DOCUMENTATION

12.1 The Customer acknowledges that they are aware of the safety regulations regarding the use of the Products and/or Systems.

12.2 Unless otherwise specified in a written act, the Products and/or Systems comply with CE standards and/or specific technical standards of the sector and/or applicable EU Directives. The weights, dimensions, and illustrations of the Products and/or Systems, which are intended to be indicated for informational purposes, essentially correspond to the technical characteristics specified in the technical documentation provided by Instron at the time of delivery of the Product. Instron also reserves the right to make any changes to its Products and/or Systems at any time that it deems necessary and/or appropriate, with the obligation to inform the Customer only in the event that such interventions have the effect of modifying the principle of operation of the Product and/or System and making it/them inconsistent with the purposes/expectations that motivated the Customer to place the Order.

12.3 If the Customer requests technical modifications to the Product/System subject to the Offer, and if Instron has already communicated the Order Confirmation and the term referred to in art. 9.4 has expired, Instron may, alternatively, (i) refuse the modification requested by the Customer; (ii) accept the modification requested by the Customer and, if this involves a greater commitment from Instron, indicate the price increase due from the Customer. If the Parties cannot reach an agreement on the price increase, Instron may apply the provision of point (i) above.

12.4 If Instron has not yet communicated the Order Confirmation to the Customer and the period referred to in art. 9.4 has not expired, Instron may, alternatively, (i) reject/not accept the Order or (ii) accept the Order including the modification requested by the Customer or (iii), if the requested modification involves a greater commitment on the part of Instron, communicate acceptance conditional on the increase in Price owed by the Customer. In the latter case, if the Customer does not accept the Price increase within 5 (five) days from the communication of conditional acceptance of the Order, or if the Parties do not reach an agreement on the Price increase, the Customer may cancel the Order within 10 (ten) days from the communication of conditional acceptance of the Order by Instron.

13. TESTING

13.1 Before proceeding with the delivery, Instron conducts testing of the Product/System at its manufacturing facility, informing the Customer of the outcome. The Customer has the right, at their own expense, to request to be present at the testing of the Product/System. Such request must be submitted to Instron in writing and with 15 (fifteen) days' notice before the delivery date indicated in the Order Confirmation. In this case, the Customer will receive, well in advance, the date on which the testing will be conducted. The Customer may participate in the testing only through its employees who are subject to confidentiality obligations similar to those governing the relationship between the Parties.

13.2 If the Customer does not participate in the testing, the tests will still be conducted and the outcome of the testing will be promptly communicated to the Customer by Instron; the positive outcome of the testing communicated by Instron to the Customer will be binding on the latter and the Product/System will be considered suitable, accepted by the Customer, and ready for delivery in accordance with the terms of these General Conditions.

13.3 With 30 (thirty) days' notice prior to the delivery date indicated in the Order Confirmation, the Customer may request Instron to conduct the testing at the Customer's facility or at the final installation site of the Products/Systems.

13.4 In this case, all related expenses, including travel, labor, and transport of the testing personnel, will be borne by the Customer; the tests will be conducted at the Customer's risk, who will also be obligated to ensure the safety of the workplace.

13.5 The outcome of the testing must be documented in a specific report signed by the Customer in acceptance. If the outcome of the testing is negative, Instron has the unappealable right to take action to promptly rectify the identified anomalies. Following the restoration activities, the Parties must again carry out the testing activity provided by this article 13.

13.6 The Customer waives the right to terminate or cancel the Contract and to assert any claim for damages (whether contractual or extra-contractual) against Instron caused by the negative outcome of the testing and/or the impossibility of delivering the Product/System within the time specified in the Order Confirmation, also accepting that the only form of protection in their favor lies in the restoration activities carried out by Instron.

14. ASSEMBLY

14.1 Unless otherwise agreed in the Order Confirmation, the positioning of the Product/System will be the exclusive responsibility of the Customer. The installation and assembly of the Product/System, including any accessories forming part of the Supply, will be the responsibility of Instron. The Customer must prepare and set up the work area, complete with the necessary connections for the installation and proper use of the provided equipment (electricity, compressed air, water, CO2 or LN2) as specified in the Offer and in the pre-installation manual sent to the Customer together with the Order Confirmation.

15. WARRANTY – COMPLAINTS

15.1 Instron guarantees that the Product covered by the Supply will be of standard industrial quality. Instron provides a warranty for defects of 12 (twelve) months from the date of installation of the Product or, alternatively, if it has not been possible to install the Product due to reasons not attributable to Instron, 15 (fifteen) months from delivery. After this period, the warranty ceases even if the Product/System has not been put into service by the Customer for any reason, including in the case of hidden defects detected after the terms indicated above. In the event of defects, as long as this does not result from installation errors due to the Customer or third parties, incorrect use of materials, lack of or incorrect maintenance, natural wear, failures caused by incompetence or negligence of the Customer or during transport, incorrect storage of materials, failure to promptly adopt measures by the Customer to contain any malfunctions, overloads beyond normal operating parameters, unauthorized interventions on the Products/Systems, tampering carried out or ordered by the Customer, fortuitous or force majeure events, Instron, during the warranty period, will repair or replace defective parts free of charge as quickly as possible at its operational headquarters. If the repair is not carried out at the Instron operational headquarters, unless otherwise agreed, all expenses (travel, accommodation, etc.) will be borne by the Customer.

15.2 The repair or replacement will be carried out provided that the Customer meets its obligations. The Customer cannot suspend the fulfillment of its obligations in case the Customer invokes this warranty. The timeframe for the repair or replacement of the defective Supply will be agreed upon by the Parties. The shipment of any Supply, whose defect has not been certified by Instron

with a specific report, made by the Customer to Instron and subsequently from Instron to the Customer, will be at the risk of loss or damage and costs of the Customer. The repaired or replaced Supplies will be transported at the cost and risk of loss or damage borne by the Customer.

15.3 If the Customer requests Instron to intervene to verify the possible existence of issues and/or to suggest to the Customer possible initiatives to eliminate complained and abstract issues (which have not been expressly verified by Instron in a specific intervention report), such activity by Instron can in no case be construed as acknowledgment of defects *ex lege* and will not exempt the Customer from acting in accordance with the expiration terms of the warranty and the statute of limitations of the right.

15.4 Any dispute by the Customer regarding a part of the Supply will not affect the remaining undisputed part of the Supply and, in any case, Article 1460 of the Civil Code will not apply to the entire Supply.

15.5 Any claims for Supplies not corresponding to what is stated in the Contract must be submitted by the Customer in writing under penalty of forfeiture, within 8 (eight) days from delivery. By way of derogation from the provisions of Article 1495 of the Civil Code, any defects (including hidden ones), for the purposes of the effectiveness of the statutory warranty, must be reported within 24 (twenty-four) hours of their discovery, with the burden of proof resting on the Customer. In any case, after a period of 12 (twelve) months from the installation or 15 (fifteen) months from delivery, Instron will have no further responsibility regarding the Supply, even in the case of hidden defects discovered after such terms, and the Customer also waives the right to claim damages for non-contractual liability.

15.6 If the Customer's report is timely, well-founded and the Customer has demonstrated that the Product/System was used solely for the purposes for which it was manufactured, according to normal practice, and provided that the Customer returns such Products/Systems to Instron at its own expense, Instron shall carry the repair or replacement (in whole or in part) of the Supply deemed non-compliant, or perform the non-conforming services, excluding any right of the Customer to request termination of the Contract and/or compensation for damages (both contractual and non-contractual). Any parts of a Supply replaced by Instron shall become its property.

16. TERMINATION CLAUSE

16.1 Pursuant to and for the effects of Article 1456 of the Civil Code, Instron may terminate the Contract upon the occurrence of the following breaches attributable to the Customer: - failure by the Customer to pay, within the agreed terms, the Price and/or any related adjustments provided for in Article 4 of the Terms; - failure by the Customer to comply with Article 22 entitled 'Activities at the Customer's premises - Provisions on occupational safety' and the provisions regarding workers' health, safety and hygiene at work, and environmental protection, specifically with reference but not limited to Legislative Decree No. 81/2008 and its subsequent amendments; - failure to comply with the limitations and requirements set out in Article 18 entitled 'Export Control'.

Instron will communicate by registered letter A.R or PEC its intention to avail itself of the resolutive clause provided therein. The termination will take effect from the date of receipt of the relevant communication by the Customer.

17. TERMINATION

17.1 Each Party, before taking action to terminate the Contract, must provide written notice for performance, granting the other Party a period of no less than 30 (thirty) days, pursuant to Article 1454 of the Civil Code. In any case, the Customer may not terminate the Contract if this is expressly excluded by the General Conditions or, in any event, if Instron has begun to perform within the aforementioned period and has therefore continued to perform the Contract in good faith.

18. EXPORT CONTROL

18.1 The Customer will observe all applicable laws regarding the export of products and technologies. Under no circumstances will the Customer sell or deliver Instron goods to countries where their sale and/or delivery is prohibited by Instron as indicated in the Offer or Order Confirmation. Instron reserves the right to suspend the effectiveness of the Offer and/or withdraw the Offer and/or terminate the Contracts: - if it does not receive from the Customer a declaration of final use of the Product/System concurrently or prior to the Order; or, - if it does not receive a declaration from the Customer of non-use of the Product/System for military and/or nuclear purposes, or - if the final use of the Product/System, beyond the declarations made by the Customer, is still uncertain.

18.2 The supply of Products/Systems imported and/or to be exported, in the case of a non-Italian Customer, is subject to obtaining the necessary authorizations granted by the competent Authorities in favor of Instron.

19. GOVERNING LAW AND PLACE OF JURISDICTION

19.1 The Contract and the General Conditions are governed by Italian law. Any dispute relating to the validity, interpretation, execution and/or termination of the Contract, and/or the General Conditions, and/or the Order and/or the Order Confirmation shall be submitted to the exclusive jurisdiction of the Court of Turin.

20. WITHDRAWAL

20.1 Instron shall have the right to terminate the Contract in the event of:

- changes in the majority of the share capital and/or the composition of the Customer's administrative body;
 - the expiration of 30 (thirty) days from the event of force majeure/unforeseen event as governed by Article 11 entitled 'Force Majeure - Unforeseen Event'.
- 20.2 In the event of termination, as well as resolution of the Contract, the Customer is obliged to return to Instron the projects, related drawings, and technical documentation owned by it, without any right to compensation or remuneration of any kind.

20.3 Instron will communicate its intention to terminate the Contract by registered letter or certified email (PEC). The termination will take effect from the date of receipt of the communication.

21. EXECUTION OF ORDINARY AND EXTRAORDINARY MAINTENANCE ACTIVITIES

21.1 Installation, commissioning, maintenance, and repair activities may only be carried out by Instron personnel or by personnel properly trained and authorized by Instron in compliance with all safety regulations. In the event that Instron is not responsible for installation, commissioning, maintenance, and repair work, Instron will not be able to guarantee the proper functioning of the Products/Systems supplied and shall not be liable for any legal consequences.

22. ACTIVITIES AT THE CUSTOMER - PROVISIONS ON WORKPLACE SAFETY

22.1 In the event of activities at the Customer's site, the Customer is required to ensure to Instron:- the security of the plant at the

Customer's site and/or the Customer's site where Instron's activities are to be carried out;- provides free access, sufficient space, and, in general, everything necessary and possible, so that Instron can fulfill its obligations, particularly the provision of electricity and the availability of lifting equipment for the use of the tools necessary to perform the activities at the Customer's site.

22.2 The Customer must also inform Instron in advance of all risks present in the work areas and implement and ensure all related and necessary prevention and protection measures, as well as emergency plans, so that Instron personnel are not exposed to these risks and dangers and that health and safety at work are adequately protected.

22.3 The Customer must also communicate in advance and in writing to Instron the name of their Safety Officer for the activities to be carried out, to whom the Instron personnel must report before the start of the intervention.

22.4 In the mutual interest of the Parties, it is therefore mandatory, to ensure safe working conditions, that before the start of the work, the Customer provides the Instron personnel with all information relevant to the Customer regarding the safety conditions of the areas and plants in which they will operate.

22.5 Instron personnel may refuse to begin activities until they are informed of the actual safety conditions.

22.6 In any case, it will be the Customer's responsibility to prevent Instron personnel from accessing the Customer's site and the related facilities before all operations aimed at ensuring the absolute safety of activities on the facility or the part of the facility involved in the intervention have been completed, which must be carried out with the constant assistance of experienced Customer personnel and using all protective devices, including special ones, necessary to safeguard their health and safety.

22.7 In case of injury or accident involving Instron personnel, the Customer agrees to ensure that Instron representatives have free access to the scene of the incident to ascertain the actual causes.

23. FINANCIAL TRACEABILITY

23.1 The Customer must inform Instron, no later than at the time of finalizing the Contract, about the application of the provisions regarding traceability as set forth in law 136/2010 and subsequent amendments and integrations to the Contract itself. In such case, the Customer must communicate to Instron, no later than at the time of finalizing the Contract, the tender identification code (CIG), and, if required, the unique project code (CUP). In this case, any payment provisions related to the Contract: i) must be made exclusively via bank transfer, or through Ri.BA. (electronic bank receipt); ii) must include the relevant CIG code and, if required, the corresponding CUP.

23.2 The Customer is informed that, in the absence of this information within the above-mentioned maximum term, Instron will not be able to fulfill the obligations set forth by law 136/2010 both towards the Customer and towards subcontractors/suppliers that Instron may use to carry out the activities related to the Contract with the Customer. 23.3 The Customer will be solely responsible for any detrimental consequences that may arise from the failure to provide information within the aforementioned term and shall indemnify and hold Instron harmless from any damages or adverse consequences.

24. CONFIDENTIALITY

24.1 All information communicated by the Customer to Instron, by one of its affiliated companies or by one of its representatives, in particular, but without limitation, technical, industrial, commercial or financial information, regardless of the form of communication (oral, written or otherwise), including in particular drawings, schematics, descriptions, specifications, reports, microfilms, disks, software programs and related documentation, samples, prototypes, etc., are confidential ("**Information**").

24.2 It is also considered Information what the representatives of Instron, its suppliers, subcontractors, agents, permanent or occasional collaborators may know in relation to the Order.

24.3 The Information may not be used except within the scope of the Order. Instron takes all measures to ensure that none of the Information is communicated or disclosed to a third party.

24.4 This confidentiality obligation will survive the conclusion of the Order for any reason for a period of five (5) years. Upon completion of the Order, Instron will return to the Customer, upon the Customer's first request, all documents, confidential or not, related to the Order, without retaining a copy, unless expressly agreed otherwise by the Parties.

24.5 Unless otherwise agreed in writing, Instron reserves the right to refer to the name of the Customer, the logo, and a general description of the nature of the Supply carried out, solely for the purpose of identifying the Customer as part of its 'Customer portfolio'. Such references may be used in internal and external communications, including marketing and sales materials, presentations, and discussions with potential Customers. Instron commits not to disclose confidential or sensitive information.

Customer

(date stamp and signature)

According to Article 1341 of the Civil Code, the following articles are specifically accepted and approved:

1. Definitions;
2. Contract Structure;
3. General Provisions;
4. Prices;
5. Payment and Billing;
6. Limitation of liability;
7. Delivery Deadline;
8. Place and methods of delivery – Packaging – Shipping and Transport;
9. Penalties / Delays in Delivery;
10. Transfer of Risks;
11. Force majeure and fortuitous event;
12. Knowledge of regulations – Technical Documentation;
13. Testing;
14. Assembly;
15. Warranty – Complaints (with specific regard to the exemption under Article 1495 of the Civil Code);

16. Termination Clause;
17. Termination;
18. Export Control;
19. Governing Law and Place of Jurisdiction;
20. Withdrawal;
21. Execution of ordinary and extraordinary maintenance activities;
22. Activities at the customer – Provision on workplace safety;
23. Financial Traceability;
24. Confidentiality.

Customer

(date stamp and signature)