

## GENERAL SALES CONDITION - LAB ID srl

1. INTRODUCTION – The present general conditions of sales, to be integrated with any individual terms included in the invoice, apply to all supplies of goods and/or services made by LAB ID srl.

2. QUOTATIONS – LAB ID quotations are not binding and unless expressly otherwise stated, are valid for thirty (30) days. The quotes and any other price lists are LAB ID property and must not be duplicated or transmitted to third parties without written authorization from LAB ID srl.

3. ORDERS – The order placed by the customer is valid as purchase proposal. It may not be revoked by the customer and it is not binding upon LAB ID, that reserves the right to accept it. The order shall be considered confirmed only after written order acknowledgement from LAB ID. Any possible modifications to the original order are not binding for LAB ID that reserves the right to accept or refuse them. LAB ID order acknowledgement cancels any other conditions that are not expressly included in it. Placing the order by the customer implies, even if not expressly stated, the acceptance of the terms included in the present document.

4. SUPPLY – All products delivered shall be in accordance with description/specifications as per the Order Acknowledgement. LAB ID reserves the right to improve, modify the products without further notice. Any information, characteristics of the products included in catalogues or any other documentation referred to the products shall be deemed merely indicative and not binding upon LAB ID srl.

5. PRICES – Prices are EXW (Exworks) and fixed as per LAB ID order acknowledgement. The prices do not include : taxes, duties and any other custom taxes due to inside or outside LAB ID's country, or any other accessory charges. Unless otherwise specified, the prices are express in Euro (€).

6. SPECIFICATIONS – Each single delivery of products shall be considered to have been completed in accordance with the LAB ID Order Acknowledgement when the quantity delivered neither exceeds nor falls short of  $\pm 5\%$  in number of pieces. The customer shall pay for the quantity actually delivered when the quantity is within the tolerance limit. LAB ID is not responsible for determining products' fitness for any particular use.

7. DELIVERY TERMS – Delivery times are approximate and are not mandatory: LAB ID has 90 days tolerance limit from the terms specified in the Order Acknowledgement. Nevertheless, LAB ID is not responsible if unable to respect the tolerance limit due to strikes, unavailability of raw materials, omissions by the customer to supply specifications and/or designs and/or information necessary for the fulfilment of the order, natural disasters or other force majeure causes.

8. INCOTERMS - All reference to trade terms shall be construed in accordance with Incoterms 2000. Unless otherwise specified, the applicable trade term shall be EXW (Exworks LAB ID ). LAB ID may, at its option, at the customer's behalf, contract for carriage at the customer's risk and expense. Risk of damage or loss of the products shall pass to the customer in accordance with the relevant trade term specified ( EXW LAB ID ). All goods are shipped at customer's risk and expense. Should the customer fail to provide specific shipping instructions LAB ID reserves the right to ship the product, once available, using the carrier chosen at its own discretion. LAB ID may refuse to make deliveries to the customer any unpaid amounts that are due, or if LAB ID has reason to doubt the customer's ability or readiness to pay.

9. PAYMENTS – The payment for the products shall be made directly to LAB ID in such amount, currency, time and manner as provided in the invoice with exact reference to the document it refers to. Payments made to LAB ID's agents shall not be deemed valid, without specific written authorization by LAB ID. In case of breach of terms of payment, LAB ID reserves the right to:

- a) cancel all ongoing contracts as per Art. 1456 civil code
- b) suspend any deliveries
- c) apply delay interest of 1% (one) per month or fraction of, it above official bank rate
- d) require at any time advance payment and/or warranties to guarantee the customer's obligations fulfilment even if the original conditions were different.

10. LEGAL FEES – Any failure by the customer to comply with the terms of payment gives LAB ID the right to appoint an attorney in order to proceed with the collection of any sums owned. The customer shall additionally pay LAB ID a penalty equal to 30% of the amount owned, with a minimum of €160,00 as a refund, without prejudice to indemnity for any greater injury (that may be) suffered.

11. THE RIGHT OF WITHDRAWAL – LAB ID reserves the right to rescind the contract, after the Order acknowledgement has been sent, if it receives commercial information regarding the customer, that according to its unquestionable judgement, dissuade from fulfilling or proceeding with the order. This however does not grant the customer the right to seek compensation for damages.

12. CHARACTERISTICS – the customer acknowledges there might be differences in dimension, performance, or other physical/electrical features of the products and that LAB ID may not grant unconditioned conformity. Furthermore, the customer acknowledges that products purchased upon validation of samples may vary from the samples themselves.

13. CLAIMS – Upon receipt of the products the customer shall, without delay, using due diligence, examine the same both as for their quality and quantity. The customer is required to sign the delivery note after this verification. In case of non-compliance, customers must give formal notice directly to the carrier and to LAB ID. Any other claim regarding the nature and/or characteristics of the product must be forwarded to LAB ID in written form within 8 days from the receipt of the goods. Otherwise the products shall be deemed to have been duly received in agreed quantity and without apparent damage. Any hidden defect must be notified in the same manner within 8 Redays and at latest within 1 year after receipt otherwise it will be excluded from the warranty. Furthermore, the claim shall be deemed null and void if, after the notification the products are not made available for LAB ID for a period of at least 30 days or have been utilized. Second choice products are not covered by warranty. Claims referred to partial deliveries do not give the customer the right to reject the fulfilment of the complete contract.

14. LIMITATIONS – Notwithstanding any other provision contained herein or in the contract:

- a) claim or relief shall be limited to direct damages which on the effective date of the contract could reasonably be foreseen.
- b) the total liability of LAB ID on any and all claims shall not exceed the purchase price allocable to the product which gives rise to the claim.
- c) in no event shall LAB ID be liable for any special, consequential, incidental or indirect damages, included but not limited to loss of profit or revenues, loss of production loss of contracts.

15. CANCELLATION – The articles not present in the catalogue are considered eliminated/cancelled. LAB ID reserves the right, at its own discretion, at any time and without notice, to eliminate from the production the article that are not present in the catalogue. In any case, LAB ID does not guarantee availability for each product.

16. PACKAGING – Unless otherwise stated, packing is at customer's expense.

17. WARRANTY - LAB ID products are covered by a 12 months guarantee (unless otherwise specified). This period starts from the delivery date of each product to customer. The warranty includes, for the above mentioned period, the repair/substitution to be held at LAB ID premises, in Castel Maggiore, Via Corticella 11/4. Substituted parts are and will remain LAB ID property. Shipping costs will be at customer's expense. The warranty shall not apply to defects to any product or part of it which is not properly transported, stored, installed, applied, tested, assembled or has been subjected to any kind of misuse or alteration. Software developed by LAB ID is supplied without any warranty or certificate on its use (in terms of reliability, precision, correctness). LAB ID does not guarantee that the software performance will be stable and errorless.

18. RESPONSABILITY – LAB ID responsibility for defects in products, if timely notified and verified, is exclusively limited to

substitution free of charge of the parts. Any request for damage, direct or indirect, suffered by the customer is excluded.

19. CONFIDENTIALITY – Any technical or commercial information disclosed by LAB ID to the customer must be considered confidential and as such shall not be copied, transmitted to third parties or used directly or indirectly by the customer for the execution of personal works or supply to third parties.

20. JURISDICTION – These general sales conditions as well as quotations and contracts shall be construed under, governed by and interpreted in accordance with Italian law. The court of Milan shall have exclusive jurisdiction over any disputes relating to the terms and conditions mentioned above.

21. PRIVACY – LAB ID acknowledges that all information acquired during its commercial transactions is to be considered confidential, protected by the law 196/03. Full version is available at LAB ID premises and/or at website (<http://www.lab-id.com/InformativaPrivacy.htm>). Upon request LAB ID may supply a specific module for the customer to express its acceptance for the storage of its data. LAB ID protects confidentiality of its customer and shall not transmit it to third parties.

Date:

Customer signature and stamp: