

General terms and conditions of supply

- Ownership of the Machine:** The transfer of ownership of the Machine will take place after the payment of the balance. Even when the ownership of the Machine has been transferred to the Customer and regardless of the change in ownership of the Machine, the Customer must not i) reverse engineer any software of the Machine, decompile, disassemble or otherwise perform operations for which Law 633/41 and subsequent amendments requires the authorization of the owner of the XInspector software, or in any case attempt to access the XInspector source code, ii) perform any operation on the Machine not expressly provided for in the ordinary and extraordinary maintenance of the same, including the opening of the compartments, the disassembly and removal of components from the Detection Unit.
- Intellectual property:** All intellectual property rights over the Machine shall be and remain the sole and exclusive property of the Supplier, including trademarks and brand names used by the Supplier on the Machine which shall not be removed, altered or hidden in any way by the Customer for whatsoever reason.
- Warranty:** Xnext warrants to the Customer that for a period of 12 (twelve) months from the date of the delivery of the Machine at the Factory, the Machine will be free from defects in material and workmanship, both for the software and for the hardware and will achieve the results and performances agreed between the Parties. The Supplier will be obliged to meet, with all costs and expenses borne by him for material and labor, any case covered by the Warranty until the problem complained of is resolved.
Any claim relating to defects in the Machine must be made to the Supplier in writing within 8 (eight) days following the discovery of said defect and, in any case, shall be deemed waived if not made on or before the later of the following two deadlines i) 12 (twelve) months following the date of delivery of the Machine and ii) the expiration of the Warranty period. For these purposes fax messages and e-mail communications with acknowledgment of receipt shall be deemed to constitute written notices.
- Limitation of liability:** In the event of failure to complete the project, in addition to the return of the amount paid in advance by the Customer, the Supplier's liability for the possible greater damage caused to the Customer will be limited to 10% (ten percent) of the Consideration.
- Force majeure:** Neither Party shall be responsible to the other Party for any failure to perform, including, without limitation, late delivery or failure to deliver, which failure to perform is caused by occurrences beyond said Party's reasonable control ("**Force Majeure Event**"), including but not limited to, late delivery or non-delivery of materials by suppliers, suspension of or difficulties in transportation, strikes, lock-outs, labour disputes of any kind, fires, accidents, earthquakes and other natural events, pandemics, riots, war (whether declared or undeclared), uprisings, delay of carriers, government seizures, embargos, laws or regulations of any political sub-division or agency (including government controlled export credit agency), or any government. As soon as practicable after a Force Majeure Event and its effect upon a Party's ability to perform becomes known to the same Party, the said Party shall give written notice to the other Party of such impediment and its effects on the first Party's ability to perform. Notice in writing shall also be given when the Force Majeure Event ceases. Failure to give either notice makes the Party thus failing liable for damages and losses which otherwise could have been avoided.

The existence of a Force Majeure Event under this clause relieves the Party failing to perform from liability for damages, penalties and other contractual sanctions, if any, but does not relieve the Party failing to perform of said Party's obligation to pay interest on money owing as long as and to the extent that the Force Majeure Event exists. If, upon acceptance of the FAT Test Report (report drawn up following the test performed, at the Supplier's premises, before the shipment of the Machine) and having the parties agreed on a specific delivery date, the latter should be prevented due to a Force Majeure Event in the country of destination or at the Customer's premises where the delivery of the Machine is expected, as long as and to the extent that the Force Majeure Event occurs, the Supplier shall keep the Machine at premises falling within its availability. The Supplier will have to keep the Machine for the first three months of storage free of charge, subsequently he will be entitled to an additional sum equal to 0.5% (zero point five percent) of the consideration per month as compensation for the storage cost of the Machine at the Seller, and up to a maximum of 12 months.

If the Force Majeure Event continues for more than 12 (twelve) months, each of the Parties will have the right to terminate this Agreement upon written notice to be communicated within 15 days by registered mail with return receipt or Certified E-mail to the other Party. By way of exception to the foregoing, it is understood that should this Agreement be terminated pursuant to this paragraph, due to an embargo and/or legislative or governmental or administrative act having equivalent effect in the destination country, then the Supplier shall be entitled to retain the portion of the purchase price already paid by the Customer, by way of partial compensation for the expenses incurred by the Supplier in connection with this Agreement.

Radiation protection:

Since the Machine is a device equipped with a generator of ionizing rays, XNEXT as seller has the civil responsibility to market radiogenic machines in accordance with the special rules approved by Legislative Decree 17 March 1995, n.230 and subsequent amendments and additions.

The above also in accordance with the directives 891391/EEC, 891654/EEC, 891655/EEC, 891656/EEC, 90/269/EEC, 901270/EEC, 901394/EEC, 901679/EEC - ex D.Lgs. n.81/08 safety and health at work and subsequent amendments and supplements; and the directives 801836, 841467, 901641, 9213, 96129, 2013159 - ex D.Lgs. n.230/195 radiation protection and subsequent amendments and supplements.

The Customer, as user of the Machine, at least 30 (thirty) days before delivery, must notify the competent bodies for the territory: the National Health Service, the Regional Agencies and Autonomous Provinces, the Provincial Fire Brigade and the Territorial Directorate of Labour. Attached to the communication is the obligation to transmit a prior certificate drawn up by a qualified expert in radiation protection. Before granting access to the Machine to an employee or equivalent, the employer must obtain from an expert qualified in radiation protection a written report assessing the risks from ionising radiation, which will provide all the indications, proposals, prescriptions and anything else necessary for the practice.

Personnel training:

Upon delivery of the Machine, the Customer will notify the Supplier of the staff who will be dedicated to the management and maintenance of the Machine. During the execution of the Setup Service, the Setup Team will also organize the training of the dedicated staff, referred to above, in relation to the use, maintenance and repair of the Machine. The costs for this activity must be understood as included in the Consideration

Confidential information:

Any and all information disclosed by either Party under this Agreement and relating to Machine design or manufacturing, financial plans, Machine development, forecasts or any

document or other material marked "Confidential", or of an objectively confidential nature, shall be treated by the receiving Party as confidential information and the receiving Party shall take all reasonable precautions to ensure that it is treated as such by the receiving Party's personnel. All such confidential information shall be used by the receiving Party and its personnel only as shall be strictly necessary for the performance of this Agreement and all documents and other materials containing confidential information shall be promptly returned to the disclosing Party or destroyed, at the option of this latter, upon written request and, in any event, upon the termination of this Agreement.

Applicable law and Court:

This Agreement shall be governed by and interpreted in accordance with the laws of Italy, without regard to principles of conflicts of law. Should any dispute arise in connection with this Agreement, the Parties shall resolve the dispute in good faith by negotiation. If the Parties fail to settle the dispute amicably within 90 (ninety) days as from a written notice of dispute sent by either Party being received by the other Party, or within 90 (ninety) days from the receipt of a notice of any claim that remains unsettled, the matter shall be submitted to the exclusive jurisdiction of the Court of Milan.

Xnext S.p.A.