

15. **LIMITATION OF LIABILITY**
- a. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, ENHANCED OR EXEMPLARY DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF PRODUCTION, LOSS OF CONTRACT OR OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS, DIMINUTION IN VALUE, GOODWILL OR REVENUE, FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR RELATED TO OR IN CONNECTION WITH THE FORMATION, PERFORMANCE OR BREACH OF THESE T&C OR ANY CONTRACT, OR ANY PRODUCT(S) OR SERVICE(S) WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE CLAIM, AND EVEN IF A PARTY MAY FORSEE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND EXCEPT FOR BUYER'S PAYMENT OBLIGATIONS UNDER THE CONTRACT, IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO OR IN CONNECTION TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO OR IN CONNECTION TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED SEVENTY PERCENT (70%) OF THE AMOUNT PAID TO POWERSOFT PURSUANT TO SUCH CONTRACT (AS DEFINED UNDER SECTION 1(A) ABOVE) OR EURO 500.000 (FIVE HUNDRED THOUSAND), WHICHEVER IS LESS.
- c. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY ABOVE SHALL NOT APPLY TO (I) EITHER PARTY'S LIABILITY RESULTING FROM ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, INCLUDING THOSE OF ITS EMPLOYEES OR AGENTS; (II) BUYER BREACH OF ITS OBLIGATIONS UNDER SECTION 19 (INTELLECTUAL PROPERTY) OR 21 (CONFIDENTIALITY); OR (III) BUYER'S LIABILITY CONCERNING ANY OUTSTANDING PURCHASE ORDER.
16. **FORCE MAJEURE**
- a. A "Force Majeure" event means, by way of example but not limited to, acts of God, acts of civil or military authority, wars, riots, embargo, explosions, terrorist attacks and orders of any governmental authority, earthquakes, floods, storms, fire, labour disputes, including strikes, lockout, boycotts, interruption in the provision of electric power supply, shortage of raw materials or components, epidemic or pandemic events or other impediment which the affected Party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the Contract or to have avoided or overcome it or its consequences.
- b. A Party affected by Force Majeure shall not be deemed to be in breach of the Contract and/or these T&C, or otherwise be liable to the other Party, by reason of any delay in performance, or the non-performance, of any of its obligations under the Contract and/or these T&C (other than payment obligations) to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party.
- c. If any Force Majeure occurs in relation to either Party which affects or is likely to affect the performance of any of its obligations, the affected Party shall notify the other Party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.
- d. Should the Service(s) have to be performed at Buyer's premises or at any other site different from Powersoft's premises, if the supply of Service(s) cannot be commenced or continued as a result of Force Majeure, the reasonable costs of maintaining personnel at or near such premises (including, without limitation, wages and lodging) will be borne by the Buyer. If the interruption to the Service(s) continues for more than seven (7) days, Powersoft may, at its own discretion, withdraw such personnel and all expenses associated with this withdrawal shall be borne by the Buyer.
- e. If the performance by either Party of any of its obligations is prevented or delayed by Force Majeure for a continuous period in excess of six (6) months (regardless the Contract regards the supply of Product(s) and/or the provision of Service(s)), the other Party shall be entitled to terminate the Contract by giving written notice to the affected Party.
17. **INDEMNIFICATION**
- a. Without prejudice and in addition to the other provisions of these T&C, the Buyer shall indemnify, defend and hold harmless Powersoft, its affiliates, their respective officers, employees, agents, vendors, suppliers and other representatives (each, an "Indemnified Party") from and against any and all claims, lawsuits, losses, deficiencies, actions, judgments, settlements, penalties, liabilities, damages and expenses of whatever kind, including attorneys' fees and the costs of enforcing any right to indemnification under these T&C and the cost of pursuing any insurance providers, incurred by an Indemnified Party (the "Losses"), arising out of, resulting from or in any way connected with: (i) a breach or non-fulfillment of any representation, warranty or covenant under the Contract or these T&C by Buyer or Buyer's personnel; (ii) any negligent or more culpable act or omission of Buyer or Buyer's personnel (including any recklessness or willful misconduct) in connection with the performance of the Contract and/or these T&C, (iii) unpacking, storing or handling of Product(s) by the Buyer and/or the Buyer personnel after delivery of such Product(s) to the Buyer; (iv) any terms and conditions entered into by Buyer with any third parties (including representations, warranties or promises made by Buyer to any third party that are beyond or in contradiction with the representations and warranties made by Powersoft with respect to the Product(s) under these T&C or may have a negative effect on Powersoft or the Product(s)); (v) violation by Buyer of any applicable laws, rules and regulations (including but not limited to violation of tax and customs law with respect to the shipment and sale of the Product(s) to the Buyer and data privacy laws); (vi) improper or incorrect use or any non-compliance with Powersoft's instructions and technical specifications of the Product(s), improper installation or connection (including overvoltage) of the Product(s); and/or (vii) without limiting anything in the foregoing or elsewhere in the Contract and/or in these T&C, any and all acts or omissions by Buyer or Buyer's personnel that would exclude or make void the Powersoft Limited Warranty as set forth under section 12 of these T&C.
- b. Notwithstanding anything to the contrary in the Contract and/or in these T&C, Buyer shall not be obligated to indemnify or defend (if applicable) an Indemnified Party if the Losses arise out of or result solely from the Indemnified Party's gross negligence or more culpable act or omission (including recklessness or willful misconduct).
18. **TERMINATION OF THE CONTRACT**
- a. Powersoft will be entitled to terminate immediately the Contract in case of: (i) Any violation of the obligation set forth by sections 2(d), 3(d) (payment terms), 8a (delay in the Product's collection), 8c (Buyer cooperation to Powersoft) or 13 (Buyer's obligations concerning the trading of the Product(s)) above; (ii) Any violation of the Intellectual Property Rights obligations as set forth by section 19 below; (iii) Any violation of the confidentiality obligations as set forth by section 21 below; (iv) Any violation of the Code of Ethics and/or the Organisational, Management and Control Model adopted by Powersoft as set forth by section 22 below; (v) Any change of control of the Buyer, being understood that by "change of control" the Parties intend any of the following events: (a) an acquisition of the Buyer by another entity by means of any transaction (including, but not limited to any reorganization, merger or consolidation); (b) the sale of Buyer's shares so long as after such sale the initial Buyer's stakeholders will jointly hold less than fifty percent (50%) of the voting power of the surviving or acquiring entity or (c) the sale of all or substantially all of the assets of the Buyer; (vi) the Buyer is subject to proceedings concerning its liquidation, bankruptcy, winding-up, dissolution or similar or has entered into arrangements with creditors, debt restructuring agreements, restructuring plans or any other equivalent or analogous proceeding under the law of the jurisdiction in which the Buyer is incorporated.
- b. The termination of the Contract for any reason occurred shall not affect: (i) Either Party's accrued rights, remedies or liabilities including payments due at the effective date of termination; or (ii) The coming into force or the continuation in force of any provision of the Contract and these T&C which is expressly or by implication intended to come into or continue in force on or after termination.

19. **INTELLECTUAL PROPERTY**
- a. Powersoft shall remain the sole and exclusive legal and beneficial owner of any trademark, service mark, sketches, drawings, blueprints, designs, patent or software strictly related to Product(s) and Service(s) and their use and/or sale that is proprietary to Powersoft and which is used (directly or indirectly) or otherwise made available to the Buyer ("Intellectual Property Rights").
- b. Nothing herein shall be interpreted as granting to the Buyer any right or interest with regard to the Intellectual Property Rights, with the exception of the use of such Intellectual Property Rights related to the Product(s) and/or the Service(s).
- c. The Buyer shall not: (i) Modify the Product(s) or their packaging, except to the extent that this is required in accordance with applicable law; (ii) Damage, alter or remove from the Product(s) any of the Intellectual Property Rights, or the numbers or other means of identification used on or in relation to the Product(s), including logos and names placed upon the Product(s) and/or appearing in Powersoft's documents; (iii) Use any of the Intellectual Property Rights in any way which might prejudice their distinctiveness or validity or the goodwill of Powersoft; (iv) Use in relation to the Product(s) any intellectual property right other than the Intellectual Property Rights without obtaining the prior written consent of Powersoft; (v) Use any Intellectual Property Right or trade names which so resemble any of the Intellectual Property Right as to be likely to cause confusion or deception; (vi) Use any of the Intellectual Property Right as part of the Buyer's corporate or business name; or (vii) Apply for or register as an Intellectual Property Right or as a domain name any name or mark which is the same as or similar to any of the Intellectual Property Rights or any domain name of Powersoft, but if the Buyer applies for or registers any Intellectual Property Right or domain name in breach of this section, then the Buyer shall transfer such Intellectual Property Right or domain name to Powersoft on Powersoft's demand and at Buyer's costs and expenses.
- c. The Buyer shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any of the Intellectual Property Rights of Powersoft or its licensor in respect of the Product(s) and shall not authorize any third party to do so.
- d. The Buyer shall promptly and fully notify Powersoft of any actual, threatened or suspected infringement of any of the Intellectual Property Rights of Powersoft which comes to the Buyer's notice, and of any claim or threatened claim by any third party that the importation of the Product(s), or their sale, infringes the Intellectual Property Rights of any other person.
20. **NOTICE AND COMMUNICATIONS**
- a. Any notice or communication to be given to the other Party shall be made in writing to the following contact details: If to Powersoft S.p.A.: To the Sales Department; Via E. Confini n. 5 – 50018 – Scandiccio (Florence) – ITALY; E-mail: SalesServices@powersoft.com and legal.support@powersoft.com; Certified e-mail: powersoft@pec.it; If to any other Powersoft group company, to the contact details indicated from time to time in the relevant Contract or in any other written communication; If to the Buyer: To the contact details provided by the Buyer in the Contract.

21. **CONFIDENTIALITY**
- a. During negotiations relating to the conclusion of the Contract and its performance, each Party received and will receive (hereinafter "Receiving Party") from the other Party (hereinafter "Disclosing Party") data and information of technical, financial, commercial, business, administrative, legal and economic nature, both verbally and in writing (hereinafter "Confidential Information"). All the Confidential Information has confidential nature and is received for the only purpose of performing the obligations under the Contract.
- b. The Receiving Party shall keep the Confidential Information and ensure its secrecy during negotiations relating to the conclusion of the Contract, during its performance and for the period of five (5) years following its termination or conclusion. To such purpose, the Receiving Party undertakes not to disclose, reveal or communicate the Confidential Information in any manner and for any reason to third parties without the prior written authorization of the Disclosing Party.
- c. The Receiving Party undertakes to ensure that the Confidential Information is transmitted, to the extent that is strictly necessary, exclusively to its personnel, officers, representatives, advisers, suppliers and/or subcontractors, if any, who (i) need to know such information for the purposes hereunder, (ii) are informed about the confidential nature of the Confidential Information and (iii) undertake to comply with the provisions of the Contract and/or these T&C and to use the Confidential Information only for the purpose of the Contract. The Receiving Party will be jointly responsible with its personnel, officers, representatives, advisers, suppliers and/or subcontractors, if any, in case of violation of the provisions of this section, without right to object.
- d. The Receiving Party does not acquire any right on the Confidential Information.

- e. It shall not be considered as Confidential Information the information that is: (i) Already known to the public in general; (ii) Published or disclosed to the public in general, but not as a consequence of a violation of the confidentiality obligations hereunder; (iii) Disclosed by third parties for valid reasons and/or duly entitled; (iv) Developed by the Receiving Party independently and with no connection with the transfer of Confidential Information.
- f. The Receiving Party may disclose the Confidential Information in the event that this is expressly required by the law or by public authorities in the exercise of their functions. Should this be the case, the Receiving Party shall promptly notify the Disclosing Party of such disclosure and shall act for protecting, insofar as possible, the confidentiality of the Confidential Information.
- g. The Buyer shall not make any public announcement about the Contract without prior written approval of Powersoft.
- h. The Receiving Party acknowledges that the Disclosing Party may be irreparably harmed by any breach of the terms of this section 21 and that damages alone may not necessarily be an adequate remedy. In the event of a violation or threatened violation of the Receiving Party's obligations under this section 21, the Disclosing Party shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available to the Disclosing Party under these T&C, at law, or in equity.
22. **POWERSOFT'S CODE OF ETHICS AND COMPANY REGULATIONS**
- a. The Buyer undertakes to comply with the principles of the Code of Ethics and the Organisational, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 (implementing the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) adopted by Powersoft, published and publicly available on Powersoft web site in the "Corporate Governance" area available at <https://www.powersoft.com/it/corporate-governance/documente-procedure/>.
- b. In case of breach of the above by the Buyer, Powersoft may immediately terminate the Contract in accordance to section 1456 of the Italian Civil Code without prejudice to any other action that Powersoft may take before any judicial authorities.
23. **HEALTH AND SAFETY MATTERS**
- a. To the extent Powersoft provides Service(s) at any site under the care, custody or control of the Buyer, the Buyer shall identify any potential health and safety hazard at site and maintain healthy and safe working conditions at such site, including, without limitation, implementing appropriate policies and procedures regarding hazardous materials, electrical safety, control of hazardous energy (energization and de-energization of power systems (electrical, mechanical and hydraulic), using safe and effective industry practices. The Buyer shall timely advise Powersoft in writing of all applicable site-specific health, safety, security and environmental requirements and procedures.
- b. Powersoft shall use its commercially reasonable effort to comply with the health and safety policies and procedures communicated by the Buyer for the site, applicable laws and regulations and similar Powersoft's policies and procedures, it being understood that the more stringent mandatory health and safety policies and procedure shall be applied. Without limiting Buyer's responsibilities under this section 23, Powersoft has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the site.
- c. If, in Powersoft's reasonable opinion, the health, safety, or security of personnel or the site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to hazardous materials, or unsafe working conditions, Powersoft may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from site, suspend performance of all or any part hereunder, and/or remotely perform or supervise work, in which case Powersoft shall be indemnified by the Buyer for any costs or delays arising out thereof.
- d. The Buyer will make its site medical facilities and resources available to Powersoft personnel who need immediate medical attention.
24. **MISCELLANEOUS**
- a. The Contract, along with these T&C, represents the entire agreement between the Parties with reference to its subject matter and replaces all the previous engagements, agreements, promises, proposals, representations, obligations, letters of intents, correspondence, communications from and/or between the Parties, both oral and written, which may be in any way related to the subject matter of the Contract. Any amendments to the Contract, waiver or disclaimer of liability shall be, under penalty of being null and void, expressed in writing and make specific reference to the Contract.
- b. The Buyer shall inform Powersoft immediately of any changes in the ownership or control of the Buyer and of any change in its organization or method of doing business which might affect the performance of the Buyer's duties under the Contract.
- c. Powersoft is entitled to subcontract all or part of its obligations regarding the performance of the Service(s).
- d. The Contract or the individual rights and obligations deriving therefrom, cannot be assigned or transferred to third parties by the Buyer, not even by operation of law, without the prior written consent, under penalty of being null and void, of Powersoft. On the other hand, Powersoft may, at any time, freely and without need for any further authorization by the Buyer, assign for any reason, free of charge or against the payment of a consideration, the Contract and the individual rights and obligations deriving therefrom in favour of controlling, controlled, affiliated entities or entities subject to common control, being the consent of the Buyer to be considered as already by the execution of the Contract.
- e. Failure or delay by either Party to enforce any of its rights, powers or remedies granted to it hereunder shall not imply the waiver of the relevant rights, powers or remedies and shall not prevent any exercise thereof. The granting of extensions, if any, or other forms of deferrals by either Party in favour of the other, shall not modify in any manner the responsibilities identified by the Contract and these T&C for each Party.
- f. The English version of these T&C shall be the sole binding and to be used for any relevant interpretation thereof. As a consequence, any other language used in relation to these T&C for translation or any other purpose shall be considered for informational purposes only and, in any case, is not binding, being understood that, in case of inconsistency between two different versions, the English version shall prevail.
- g. The Parties expressly agree that if one or more of the provisions of these T&C is declared invalid by a judicial authority, the remaining provisions shall continue in full force and effect, to govern the Contract and/or any other transactions between the Parties in accordance to section 1470 of the Italian Civil Code.
25. **PRIVACY**
- a. During the execution of the Contract, Powersoft could be provided with personal data of the Buyer and/or third parties through the Buyer. Should this be the case, Powersoft undertakes to process such personal data in accordance to Legislative Decree no. 196/2003 (as amended by Legislative Decree no. 101 of 10th August 2018) and EU Regulation no. 2016/679.
- b. Powersoft processes personal data in accordance with its privacy policy available at <https://www.iubenda.com/privacy-policy/19157392/legal>. By executing the Contract, the Buyer acknowledges to have fully read, understood and accepted the privacy policy and cookie policy which form part of these T&C and which contain important information about the use of the personal data, other information regarding privacy and Powersoft's security processes and policies.
- c. In addition, and without prejudice to the foregoing, the Buyer undertakes to process personal data of third parties, should this be the case, in compliance to Legislative Decree no. 196/2003 (as amended by Legislative Decree no. 101 of 10th August 2018) and EU Regulation no. 2016/679.
26. **APPLICABLE LAW AND JURISDICTION**
- a. All matters arising out of or relating to these T&C and Contracts are governed by and construed in accordance with the laws of Italy (with express exclusion to its principles of private international law) without giving effect to any choice or conflict of law, provision or rule (of any jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Italy. The Vienna Convention on the International Sale of Goods dated April 11, 1980 shall not apply.
- b. Except as otherwise provided in section 21(h), any lawsuit, action, or proceeding arising out of or relating to the Contract and these T&C shall be instituted in the Court of Florence, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

(The Buyer)

Name and title: _____

Signature: _____

Place and date: _____

In accordance to sections 1341 and 1342 of the Italian Civil Code, the Buyer expressly accepts the following sections: 2(c) (Limitation of Powersoft's liability); 3(h) (termination clause; suspension of the Contract); 3(i) (suspension of the Contract); 4(b) (Limitation of Powersoft's liability; termination clause; suspension of the Contract); 5(a) (Limitation of Powersoft's liability); 5(b) (Limitation of Powersoft's liability); 8(b) (termination clause); 8(d) (Buyer forfeiture term); 10(d) (Limitation of Powersoft's liability); 11(c) (Limitation of Powersoft's liability); 12(b) (Limitation of Powersoft's liability); 12(c) (Limitation of Powersoft's liability); 12(d) (Limitation of Powersoft's liability); 14(a) (Limitation of Powersoft's liability); 15 (Limitation of liability); 16(b) (Limitation of liability); 16(e) (Termination clause); 17 (Indemnification clause); 18(a) (Termination clause); 19(d) (Restrictions to the negotiation with third parties); 21(b) (Restrictions to the negotiation with third parties); 22(b) (Termination clause); 23(c) (Suspension of the Contract); 24(c) (Restrictions to the negotiation with third parties); 26 (derogation to the applicable law and to the applicable jurisdiction).

(The Buyer)

Name and title: _____

Signature: _____

Place and date: _____