

GENERAL TERMS AND CONDITIONS OF NATIONAL AND INTERNATIONAL SALES
2b2 OF EVOCELL&MOBIUS S.R.L. PRODUCTS
- Version dated 1.2026 -

- DEFINITIONS -

"**General Terms and Conditions**" refer to these terms and conditions of sale.

"Supplier" or "Seller" refers to Evocell&Mobius S.r.l.

"Purchaser" or "Customer" refers to the person who sends an order to Evocell&Mobius S.r.l.

"Order" refers to the purchase proposal sent by the Customer.

"**Order Confirmation**" refers to Evocell&Mobius S.r.l.'s acceptance of the Order sent by the Customer in accordance with the procedures set out in Article 2 of these General Terms and Conditions.

"**Product(s)**" refers to the goods covered by the supply and the order.

"Price" refers to the amount due to Evocell&Mobius S.r.l. for the supply of the Product(s).

"Website" means the website of Evocell&Mobius S.r.l., accessible at the following URL:
<https://evocellmobius.it/it/>

1 – Subject matter –

1.1 The present General Terms and Conditions of Sale (hereinafter referred to as the "General Terms and Conditions") shall govern, unless otherwise expressly agreed in the contract, the terms and conditions of B2B sale of all Evocell&Mobius Products. Such Products include goods, FEF and PE insulating pipes and sheets intended for thermal and acoustic insulation, coating materials related thereto, as well as any accessories such as adhesives, supports, etc. supplied with them and, in any event, any and all goods marketed by the company EVOCELL&MOBIUS (hereinafter, for the sake of brevity, also referred to as "EVOCELL&MOBIUS" and/or the "Seller").

These conditions shall apply to both domestic and international sales; EVOCELL&MOBIUS reserves the right to make changes to the present General Terms and Conditions, provided that the Purchaser is duly informed of such changes by means similar to those used to communicate these Terms and Conditions.

1.2 These "General Terms and Conditions of Sale" are published and freely available on the website <https://evocellmobius.it/it/> and they shall apply to all supply contracts entered into between EVOCELL&MOBIUS and the Purchaser (hereinafter also referred to as the "Customer"), of which they form an integral and essential part and shall be deemed to be fully known and accepted by the Purchaser including by mere fact and/or conclusive behaviour, regardless of any express written acceptance by the Purchaser.

1.3. These General Terms and Conditions shall revoke and replace, in their entirety, the previous General Terms and Conditions of Sale of EVOCELL&MOBIUS.

1.4. Any General Terms and Conditions of Purchase of the Purchaser shall not apply, whether in whole or in part, unless expressly accepted in writing by EVOCELL&MOBIUS. The execution of the Purchaser's purchase order shall not, under any circumstances, be construed as acceptance, whether express or implied, of the Purchaser's general and/or specific terms and conditions of purchase.

1.5. Any exception to and/or amendment to these General Terms and Conditions shall be valid and effective only if expressly agreed upon in writing by both parties, without prejudice to the application of the provisions not waived or amended.

2 – Supply order and conclusion of the contract –

2.1. Unless otherwise agreed, any order for the supply of Products placed by the Purchaser shall be subject to the written acceptance of EVOCELL&MOBIUS. All verbal communications shall be deemed null and void. The sales agreement shall therefore be deemed duly concluded upon receipt by the Customer of the relevant written order confirmation (the "Order Confirmation") issued by EVOCELL&MOBIUS, which the

Customer shall be required to duly sign and return to EVOCELL&MOBIUS. The Order Confirmation shall contain a technical description of the Product purchased, and shall set forth and specify all price and delivery conditions, payment methods as well as the final and binding terms and conditions of the contract. Any consumables intended for the operational part and/or any other goods that may be described in any advertising brochures for the goods, subject to the sale, shall therefore be excluded. Unless otherwise agreed, any quotations sent by EVOCELL&MOBIUS to the Customer shall not therefore constitute contractual offers of sale of any kind, but shall be understood solely as an invitation to the Customer to place an order. A copy of these General Terms and Conditions attached to the Order Confirmation, duly signed for acceptance at the bottom (as well as initialled on each individual sheet), shall be returned to the Seller within 3 days of receipt. The contract shall, in any event, be deemed concluded upon the Customer's receipt of the order confirmation and upon the Seller, EVOCELL&MOBIUS, executing the order through conclusive conduct. If a deposit and down payment are required, Evocell&Mobius shall be obliged to perform the contract only upon payment of such amount.

- 2.2. The supply order sent by the Customer does not bind EVOCELL&MOBIUS until its acceptance in accordance with the procedures set out in Article 2.1 above and it is to be understood as an irrevocable purchase offer pursuant to Article 1329 of the Italian Civil Code, effective for fifteen days from the date of receipt by the Seller. The supply order sent by the customer is therefore irrevocable and cannot be revoked and/or modified without prior written consent.

Any technical descriptions accompanying the offer, as well as those contained in catalogues, shall be deemed purely indicative. EVOCELL&MOBIUS reserves the right to make, and communicate to the Purchaser, any changes that may be necessary during the order process due to technical advancements or to adapt the offered materials to technical information that becomes available to its technical departments after the preparation of the offer.

3 – Delivery –

- 3.1. The delivery terms, whether expressed in weeks or working days or specific calendar dates, as indicated in the Order Confirmation, are never binding on the Seller and must therefore be deemed purely indicative and non-essential.

Under no circumstances shall EVOCELL&MOBIUS be held liable for any damages, including indirect damages and/or damages of any kind, that may arise to the Purchaser as a result of failure to deliver the goods within the terms indicated; nor shall such delays in delivery entitle the Purchaser to make cancellations or changes to orders or to cause delays to payments.

- 3.2 Delivery terms shall commence from the date of conclusion of the Contract or from such other date as may be expressly agreed in writing by the parties. If the Purchaser is required to pay part of the price as a deposit or to provide suitable guarantees for the purpose of the proper performance of the contract, the delivery terms shall commence from the payment of the deposit or the issue of the necessary guarantees.

The delivery terms may in any case be interrupted or suspended in the following cases:

- a)** unforeseeable circumstances and/or *force majeure* and/or other circumstances not ascribable to EVOCELL&MOBIUS's wilful misconduct and/or negligence, such as strikes, industrial unrest, lockouts, fires, floods, pandemics, unforeseen business difficulties, unforeseen labour shortages, unforeseen shortages of raw materials and/or energy;
- b)** impediments, delays or failure to deliver materials by EVOCELL&MOBIUS suppliers for reasons not attributable to the latter;

- c) failure by the customer to promptly provide any requested information and/or to complete the work for which they are responsible within the agreed terms and/or to deliver, in a timely manner, any technical and/or construction data sheets deemed essential by EVOCELL&MOBIUS for the production of the purchased products;
- d) failure by the Purchaser to pay deposits or down payments or, in any event, the agreed consideration within the agreed deadlines.
- e) changes made to the supply order by the Customer, even if accepted by the Seller. The delivery terms shall resume from the day following the cessation of the event or circumstance that caused the suspension or interruption.

From the moment of delivery, all risks, as well as the costs of storage, maintenance and insurance shall be borne by the Purchaser, without any obligation on the part of EVOCELL&MOBIUS to cover them. Consequently, all such risks shall remain the sole responsibility of the Purchaser.

3.3. The shipment and delivery of the purchased product shall, in all circumstances, be at the risk and peril of the Purchaser and shall in any case be governed by the applicable INCOTERMS provisions agreed upon with the Purchaser. In the absence of timely written instructions from the Purchaser, shipment shall be carried out in the manner deemed most appropriate by EVOCELL&MOBIUS, including, where necessary, through the engagement of third-party carriers. The cost of transportation may or may not be charged to the Purchaser, in accordance with the terms agreed upon and specified in the Order Confirmation.

3.4. In the event that the Purchaser is subject to protests, seizures, attachments and/or, more generally, any prejudicial act that calls into question their solvency and the consequent payment of the consideration within the agreed terms, EVOCELL&MOBIUS may, at its sole discretion, suspend delivery pursuant to and for the purposes of Article 1461 of the Italian Civil Code until the Purchaser has provided a guarantee deemed suitable by EVOCELL&MOBIUS.

3.5 In the event of a delay in the delivery of the Products resulting from circumstances attributable to the Purchaser, or from events constituting Force Majeure as defined in Article 16, a new delivery date may be agreed upon, provided that such agreement is expressly confirmed in writing by the Supplier. In such cases, all storage costs shall remain the sole responsibility of the Purchaser.

3.6 If the Purchaser fails to collect the goods within the specified time limit, or fails to promptly provide written instructions on the preferred shipping methods, the Seller shall be free to make the delivery in the manner it deems most appropriate, with the express exclusion of any liability and with costs and expenses borne exclusively by the Purchaser. In any event, the Seller shall be entitled to invoice the Products covered by the Order and to claim from the Purchaser, as compensation for damages, all costs of the storage, safekeeping, and deposit of the goods.

3.7 From the moment of delivery, depending on the agreed delivery terms, all risks (such as, by way of example but not limited to, custody, maintenance and insurance costs) shall lie with the Purchaser or the Supplier, without any obligation on the part of the Purchaser or the Supplier to provide for them and with their total release.

3.8 The stipulation of any insurance policies to cover the risks arising from transport shall be at the expense of the Purchaser or the Supplier, under the applicable INCOTERMS provisions,

4 - Suspension of contract performance -

4.1 The Seller shall be entitled to suspend the performance of the Contract if the Purchaser's financial condition has deteriorated to the extent that it clearly jeopardizes the fulfillment of its payment obligations, unless the Purchaser provides a guarantee deemed suitable by the Seller.

4.2 The Seller shall also be entitled to suspend the performance of the Contract until the Purchaser has duly provided a guarantee, deemed suitable by the Seller, to secure the fulfillment of its contractual obligations, in the event that one or more of the following circumstances occur:

- a. if the Purchaser fails to comply with the Seller's requirements for the correct processing of the order;
- b. in the event that the Purchaser fails to comply with its obligation to pay the amount due as a deposit, fails to comply with any of the agreed payment deadlines, or fails to provide the required guarantees within the agreed time limits;
- c. if the Purchaser is declared insolvent or is otherwise deemed to be in a state of insolvency;
- d. if the Purchaser is unable to duly fulfil its contractual obligations towards third parties;
- e. if the Purchaser is subject to protests, seizures, attachments and/or, more generally, any prejudicial act that calls into question the Purchaser's solvency and, therefore, the consequent payment of the consideration within the agreed terms and deadlines;
- f. if the Purchaser is declared bankrupt or is admitted to any insolvency or similar proceedings.
- g. if the Purchaser fails to obtain financing or *leasing* for the purchase of the product within the contractually agreed time frame.

If the Seller intends to exercise its right to suspend the performance of the contract, it shall notify the Purchaser of its intention in writing by fax or registered letter with return receipt or certified email or, in any case, by any other means that makes the suspension of the performance of the contract known to the Purchaser.

4.3 In the event that one or more of the circumstances provided for in Articles 4.1 or 4.2 occur and the Purchaser has not promptly provided suitable guarantees for the fulfillment of its contractual obligations, such failure shall constitute grounds for the Seller to avail itself of the express termination clause provided for in Article 17.

5 – Storage –

If the Purchaser is responsible for collecting the purchased product and fails to do so, the Seller shall not be held liable for the storage of the purchased product and the purchaser shall be charged a daily penalty to be determined on the basis of the actual costs incurred from the date of notification that the goods are ready for collection.

6 – Packaging –

6.1 Packaging costs are included in the price offered. Packaging will not be accepted for return and the costs of disposal thereof shall be borne exclusively by the Purchaser.

7 – Warranty –

7.1 Object of the warranty

EVOCELL&MOBIUS guarantees the excellent quality and correct functioning of the purchased product, as well as the absence of material faults and/or defects, for a period of 12 months from the date of delivery of the goods.

The warranty shall consist of a free replacement, whether in whole or in part, of the product which, at the sole discretion of the Seller, is found not to be in conformity, due to faults or defects in manufacture or material.

Any and all warranties shall therefore be excluded in the event of improper use, carelessness, negligence or lack of competence on the part of the Purchaser, or failure by the latter to comply with the instructions contained in any installation, use and maintenance manual. Any warranty shall further be excluded with respect to faults and/or defects arising from external causes (chemical and/or atmospheric agents), namely from repairs, interventions and/or replacements carried out on the product directly by the purchaser and/or by third parties appointed by the Purchaser, without the Seller's prior authorisation.

7.2 Conditions of warranty coverage

In any event, the validity of the warranty shall be subject to the fulfilment of the following conditions:

- a) The products shall be installed according to the rules.
- b) Any accessories and installation materials for the Product shall be used correctly and be compatible with the product.
- c) The customer shall be fully up to date with the payment of the purchase price of the Product.

It is understood that the warranty shall not apply in the event of impact or damage caused by improper use of the product supplied.

By entering into the sales agreement, the Purchaser declares that it is aware of any legal or regulatory safety restrictions on the use of the goods ordered, including any deviations from the applicable EC standards that may be waived.

Under penalty of forfeiture of the warranty rights as defined above, the Purchaser shall notify the Seller in writing of any faults and/or defects within 8 (eight) days of their discovery in the case of hidden defects and within 8 (eight) days of delivery in the case of apparent defects. Any replacements shall be made by EVOCELL&MOBIUS or by a third party company indicated by EVOCELL&MOBIUS within a reasonable time frame, it being understood that the latter shall be exempt from any liability for any reason whatsoever; under no circumstances shall EVOCELL&MOBIUS be liable for indirect damages (including, but not limited to, loss of earnings, financial losses, production standstill, etc.) and the Purchaser waives in advance any claim for direct or indirect damages and expenses, including those arising from the temporary non-use of its assets or purchased products for as long as necessary to restore efficiency.

All the necessary checks shall be conducted by trusted personnel of EVOCELL&MOBIUS, whom the Purchaser shall facilitate in the performance of their duties.

7.3 Warranty forfeiture

The Customer forfeits the right to the warranty in the following cases:

- (1) in the event of failure to comply with the terms and conditions set out in clause 7;
- (2) in the event that the Product is not used correctly or has been modified without the Seller's authorisation;
- (3) if the Product has been tampered with or assembled improperly in violation of the Manufacturer's instructions;
- (4) in any other cases provided for by the Contract;

(5) if the Purchaser fails to meet its contractual obligations and, in particular, fails to pay the consideration in the manner and within the agreed time frames. The guarantee shall terminate in the event of default by the Purchaser or if the Purchaser makes modifications or repairs that have not been expressly authorised in writing by EVOCELL&MOBIUS or by personnel not authorised in writing by EVOCELL&MOBIUS.

7.4 Limits to the applicability of the warranty

The Seller shall not be held liable under any circumstances for the choice of Product purchased and therefore no claim for damages may be brought as a result of the choice of the Product ordered.

The warranty and liability of EVOCELL&MOBIUS shall, in no event, extend to:

- a) damage to persons and/or property arising from the use of a defective product, the defect is, directly or indirectly, attributable to designs, projects, information, software, documentation, indications, instructions, materials, semi-finished products, components, or other tangible goods supplied, indicated or requested by the Purchaser or by third parties acting, for any reason, on behalf of the Purchaser;
 - b) damage to persons and/or property arising from the use of a defective product, where the Purchaser has used it without having conducted, or had conducted, all the checks and tests that would have been necessary in view of the design, use and desired outcome;
 - c) violation of any applicable legal, safety or EC conformity regulations or rules, or any direct or indirect damage to persons and/or property resulting from the use of goods supplied by EVOCELL&MOBIUS in breach of the applicable regulations and/or operating specifications provided;
 - d) parts that wear out through normal use;
 - e) failures or breakages resulting from natural wear and tear or negligence, incompetence, faulty use and maintenance, excessive or inappropriate use of the item sold.
- The Seller shall, in no event, be responsible for any supplementary guarantees that the Purchaser may provide to third parties.

7.5 Exclusion of liability

Under no circumstances shall the Seller be held liable for:

- a) any direct or indirect damages suffered by the Purchaser due to any faults or defects in the products supplied, including, but not limited to, loss of production, failure to achieve profits or turnover, operational interruptions, reputational damage, or claims brought by third parties;
- b) any direct or indirect damage resulting from the use, modification or incorporation of the products supplied, even if used by the Purchaser for specific applications without the Seller's prior written consent.

In any event, the Seller's full liability shall not exceed the value of the disputed supply and any liability arising from the Purchaser's incorrect choice of the Product shall always be excluded.

7.6 – Complaints and objections –

Any complaints and objections by the Purchaser to the purchased goods shall be communicated to EVOCELL&MOBIUS by registered letter with return receipt or certified email in accordance with the terms set out in these General Conditions. Any objections to a single supply shall not affect the rest of the order or the payment obligations of other supplies already received and not timely contested.

Any losses or damage relating to the shipment and/or transport of the Products sold (e.g. shortages, tampering and/or signs of damage) shall be immediately reported in writing to the carrier, under penalty of forfeiture, by stating on the delivery note or transport documents express reservation of acceptance of the delivery with a specific statement of the reasons for such reservation.

7.7 Complaints about losses or damage related to shipping and/or transport will be taken into consideration by the Seller provided that the Purchaser or the recipient of the shipment has

made, on the transport document, specific and detailed reservations about the apparent condition of the product and its packaging. Generic reservations shall be deemed invalid.

7.8 Complaints received in a manner other than that provided for in these General Terms and Conditions of Contract shall not be taken into consideration and the Products supplied shall therefore be considered fully accepted.

7.9 Any objection to a single supply shall not affect the validity of the remaining supplies, nor of current or future orders, and shall in no circumstances entitle the Purchaser to fail to fulfil its obligation to pay the price due for the supplies made.

8 – Installation and Testing –

8.1 The installation of the product on the Customer's premises is not Evocell&Mobius's responsibility, which shall not be liable for the placement and use of the purchased product. It shall therefore be the Customer's responsibility to ensure or have its customers ensure that the product is placed on structurally suitable premises, in accordance with Evocell&Mobius' instructions; the Customer shall also see to it that it provides the systems and materials necessary for the installation of the purchased product.

9 – Technical documentation –

9.1 All technical documentation delivered to the Customer remains the exclusive property of EVOCELL&MOBIUS and may not be used or transferred to third parties, even free of charge, for any reason.

10 – Returns –

The Seller reserves the right to accept, at its sole discretion, the return of delivered and unused products, provided they are received in their original packaging. The return of the goods shall in any event take place no later than 15 (fifteen) days from delivery, at the Customer's expense and risk, without prejudice to the validity of the warranty clause referred to in Article 7. In this cases, the Seller shall issue a credit note, subject in all circumstances to verification of the integrity of the returned goods.

11 – Prices –

11.1 Unless otherwise agreed in writing, all prices shall be expressed in euros. In the event of non-payment or late payment beyond the agreed terms, the Purchaser will be charged interest on arrears at the rate determined by Article 5 of Legislative Decree 231/2002, accruing from the day following the due date, without prejudice to any further damages. If no payment term is specified by the parties, the provisions of Article 4 of Legislative Decree 231/2002 shall apply.

11.2 It is understood that any extension of the agreed payment terms and/or renewal of bills of exchange issued or any recall of bills already cashed, at the Customer's request, shall not, under any circumstances, constitute a novation of the existing contractual relationship but shall be deemed mere forbearance on the part of EVOCELL&MOBIUS and shall not preclude the application of default interest as provided in Article 13.1 above of these General Terms and Conditions of Contract.

11.3 Unless otherwise agreed, any advance payments made by the customer upon execution of the contract shall be retained by EVOCELL&MOBIUS as a confirmation deposit pursuant to and for the purposes of Article 1385 of the Italian Civil Code. In the event of due performance of the Contract, these amounts shall then be deducted from the purchase price; conversely, in the event of non-fulfilment by the Purchaser, EVOCELL&MOBIUS shall be entitled to withdraw from the contract and retain the deposit, without prejudice to any further damages.

11.4 Under no circumstances and for no reason shall the Purchaser be entitled to suspend and/or defer payment of the agreed consideration, even in the event of disputes and/or complaints about any faults and/or defects in the goods supplied.

11.5 The Customer shall not be entitled to offset its debt arising from the supply, by any credits it may claim against EVOCELL&MOBIUS S.r.l. without the latter's written consent.

12 – Obligations of the Purchaser –

12.1 The Purchaser undertakes to pay the price as agreed in accordance with the terms indicated in the Order Confirmation and in accordance with the rules set out in these General Terms and Conditions.

12.2 The Purchaser undertakes to collect the Product as agreed in accordance with the Terms indicated in the Order Confirmation and in accordance with the rules set out in these General Terms and Conditions.

12.3 The Purchaser undertakes:

- i) to maintain confidentiality of any technical and commercial data that comes to its knowledge;
- ii) not to alter, tamper with, modify or, in any case, make any intervention of any kind that alters or could potentially alter the goods manufactured or marketed by Evocell&Mobius S.r.l.;
- iii) not to use, exploit or advertise the trademark affixed to the product, unless expressly authorised in writing by the Seller. The Purchaser shall, in any event, indemnify, guarantee and hold harmless Evocell&Mobius S.r.l. from any claim made by third parties in relation to modifications made to the product by the Purchaser and not expressly authorised.

13 — Payments —

13.1 Payments shall be made net of any expenses, discounts or taxes, directly at the registered office of EVOCELL&MOBIUS and on the established due dates. In the event that a bill of exchange settlement has been agreed, unless expressly agreed otherwise, both the discount interest and stamp duty shall be borne by the Purchaser. Any other exception on the part of the Purchaser in relation to alleged breach of contract by EVOCELL&MOBIUS or defects in the Product supplied shall not entitle the Purchaser to avoid payment in the amount and manner agreed or to propose any action or exception if the Purchaser has not fully paid the amounts due.

13.2 All payments shall be made directly to the Seller by bank transfer (or by other means of payment as described in the Offer or Order or Order acceptance) and shall be made exclusively by the natural or legal person indicated in the Order or Offer or invoice, unless otherwise agreed in writing with Evocell&Mobius.

In any event, Evocell&Mobius shall be entitled, at its sole discretion, to refuse any payment made by third parties other than the Purchaser and/or not previously authorised in accordance with this clause.

13.3 In the case of payments made from abroad, the costs of transferring funds from the foreign bank to the Italian bank shall be borne exclusively by the Purchaser.

13.4 Where the Order or Offer provides for payment of the price by means of R.I.B.A., the Seller shall issue bank receipts for the amounts and due dates specified therein. Such bank receipts shall be deposited with the Credit Institution (member of the R.I.B.A. circuit) indicated by the Purchaser.

13.5 Where the sales agreements deriving from Orders/Offer between the parties expressly provide for payment of the price in instalments, failure by the Purchaser to pay even a single agreed instalment shall automatically result in the Purchaser forfeiting the benefit of the term granted; the related agreements between the parties on the price shall be deemed immediately terminated and the Seller shall deem itself to be free to take legal action against the Purchaser in order to claim the entire remaining credit. In this case, any instalments paid by the Purchaser shall be retained by the Seller as a down payment on the agreed price, without prejudice to any further action for greater damages suffered.

13.6 Without prejudice to the foregoing, any delay in payment, as well as the occurrence of any circumstances, facts or acts indicative of a current or foreseeable inability of the Purchaser to ensure the normal fulfilment of its obligations, shall automatically entitle the Seller to suspend any ongoing supplies to the Purchaser.

13.7 The Seller shall not be liable for any direct or indirect damage suffered by the Customer as a result of the suspension of supplies and/or deliveries of Evocell&Mobius's Products.

14 – Assignment –

14.1 The Purchaser hereby gives its consent and raises no objection to the Seller transferring this contract or the credit deriving from this Contract to third parties. The Purchaser is forbidden to transfer the contract without the Seller's written consent.

15 - Express termination clause –

The Contract shall be terminated by law, pursuant to Article 1456 of the Civil Code, by means of a simple written declaration by the Seller expressing its intention to avail itself of this express termination clause, in the following cases:

- a. if one or more of the circumstances provided for in Articles 4.1) or 4.2) occur and the Purchaser has not promptly provided, or has provided belatedly, any suitable guarantee, as determined at the sole discretion of the Seller, to secure the fulfilment of its contractual obligations;
- b. if the Purchaser fails to provide the guarantees agreed upon at the conclusion of the Contract or provides them belatedly.
- c. In the event that the Purchaser is subject to voluntary liquidation or insolvency proceedings.
- d. In the event of the Purchaser's failure to pay the price or the deposit or the down payment or two consecutive instalments agreed under the Contract.

16 – Withdrawal –

16.1 The Seller shall be entitled to withdraw unilaterally and with immediate effect from the contract if, prior to the start of production of the Products:

- a. there are reasonable doubts about the Purchaser's solvency or the Purchaser's ability to meet the obligation to pay the price, including on the basis of the circumstances set out in Articles 4.1) and 4.2) above, and the Purchaser, despite a corresponding request from the Seller, is not willing to make an advance payment and/or provide any other suitable guarantee, as determined at the Seller's indisputable discretion;
- b. if the Purchaser reduces the guarantee offered at the time of conclusion of the Contract or the guarantee offered during the performance of the Contract.

16.2 The exercise of the right of withdrawal does not entitle the Purchaser to any compensation and/or damages.

16.3 The right of withdrawal can be exercised by the Seller by means of a communication to be sent by fax, certified email or registered letter with return receipt to the Purchaser's address and shall take effect upon receipt of the communication by the Purchaser.

17 - Transfer of the contract and credit -

17.1 The Purchaser hereby gives its consent and raises no objection to the Seller assigning, even partially, this Contract and/or the credit deriving from this Contract to third parties.

17.2 It is still provided that the Purchaser is prohibited from assigning the Contract without the prior written consent of the Supplier.

18– Jurisdiction –

For any dispute relating to the interpretation and/or execution of the sales agreement, the parties agree that the Court of Monza shall have exclusive jurisdiction, excluding any other courts that may be competent *by law*; nor can this jurisdiction be waived for reasons of subjective connection to the dispute.

19– Applicable law, jurisdiction and competent court -

These General Terms and Conditions, Orders, Offers and, in any event, contracts entered into between the parties shall be governed exclusively by Italian law and jurisdiction, with the express exclusion of all European Conventions and/or Regulations and, in particular, the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 11 April 1980) and the rules of private international law.

20- Confidentiality and processing of personal data –

All technical and operational information, news, materials, industrial and/or commercial secrets, as well as any other information on the product, shall be deemed confidential, shall remain the property of Evocell&Mobius and shall be used solely for the purpose of performance of this Contract. Such information includes, by way of example and without limitation, drafts and/or project drawings, layouts, user manuals, technical specifications, calculations, price lists, documentation in general and other data on the product.

Any personal data shall be processed on the legal basis of the sales agreement. The information about data processing shall be consulted by the Purchaser on the Seller's website at www.Evocell&Mobius.it.

The Parties acknowledge, pursuant to and for the purposes of Article 13 of EU Regulation 679/2016, known as the GDPR, that they have mutually informed each other about the use of personal data, which shall be processed solely within the scope of the relationships described in the related contracts and for the fulfilment of tax and accounting obligations, by automated or manual means for the sole purpose of executing the related contracts.

Moreover, the Parties declare that the data provided in the related contracts are accurate and true, mutually exempting each other from any and all liability for material or clerical errors in compilation, or for errors arising from incorrect entry in electronic or paper records.

In accordance with Legislative Decree No. 196/2003, as amended, and the GDPR, such processing shall be based on principles of fairness, lawfulness and transparency and in compliance with security regulations.

For the exercise of the rights provided for in Articles 17 to 22 of the GDPR, each Party shall be entitled, at any time, to contact the other Party using the contact details provided in this Agreement.

21- Final Clauses –

21.1 The present Terms and Conditions, by express will of the Purchaser and the Seller, shall govern and constitute an integral and essential part of all subsequent agreements arising from individual Orders/Offeres or any other document signed by the Parties. These Terms and Conditions shall prevail over any differing clause that may be included by the Purchaser in its purchase conditions, order confirmations, acceptances of offers, invoices or other commercial documents, unless expressly waived by different provisions contained in a subsequent and separate document signed by the Parties.

21.2 By expressly accepting Orders and/or Offeres and/or signing these General Terms and Conditions, the Purchaser accepts all the provisions set out in these General Terms and Conditions, declaring that it has specifically read, understood and approved each and every provision.

21.3 The fact that the Seller does not, at any time, assert the rights granted to it by one or more provisions of these General Terms and Conditions shall not be construed as a waiver of such rights, nor shall it prevent it from subsequently demanding their strict and timely compliance.

21.4 Any communication between the Parties shall be made by registered letter with return receipt or by certified email to the addresses provided by the Parties.