

General Conditions of Sale

ARTICLE 1 - SCOPE

These General Conditions of Sale (GCoS) apply to any sales contract (hereinafter referred to as 'the Contract') for LED Indicators, LED Lamps, Push-Button Panel, Signalling and Control Components, Mosaic Synoptic Panels and their spare parts or accessories and all other production/marketing lines of DOMO S.r.l. as referred to in the product catalogue available on the website www.domo.it (hereinafter referred to as 'the Products') entered into between Domo S.r.l. (hereinafter referred to as 'Domo'), on the one hand, and the purchasers of the Products (hereinafter referred to as 'the Customer'), on the other.

These GCoS constitute the main document governing the relationships between Domo and the Customer ('Parties') and they are considered accepted, including tacitly, upon acceptance of the offer by the Customer.

Domo may commit to conditions that differ from and/or are additional to those set out in these GCoS only and exclusively in writing and following express negotiations between the Parties.

Signing these General Conditions of Sale is a necessary condition for initiating the production of the Products covered by the Contract.

ARTICLE 2 - ORDERS AND CONFIRMATIONS

The orders sent by the Customer must be accepted by the Company through written confirmation, which may be followed by further confirmation from the customer in the event of changes and through the signing of this contract via the website www.domo.it.

ARTICLE 3 - CONCLUSION OF THE CONTRACT

Each order will be irrevocable pursuant to Article 1329 of the Civil Code for a period of fifteen (15) days, but the Contract will only be deemed accepted following explicit written confirmation of the order - including by email - by Domo, followed by further acceptance by the customer in the event of changes and through the signing of this contract via the website www.domo.it, in accordance with Articles 1326 and 1352 of the Civil Code, as Domo must first carry out a series of technical and financial verifications. Any other act or fact by Domo and/or its employees and/or agents and/or other representatives of Domo, including the collection of sums paid and/or cheques delivered at the time of the signing of the order by the Customer, will not constitute acceptance of the order by Domo and will therefore not determine the conclusion of the Contract.

ARTICLE 4 - WITHDRAWAL OF DOMO

Following acceptance of the order by Domo, as per Article 2 above, the Customer may not withdraw from the Contract; Domo may, however, withdraw from the Contract until the moment of delivery of the Products to the Customer, in accordance with Article 1373 of the Civil Code, without any liability towards the Customer and without any obligation to pay the Customer any compensation for the withdrawal.

ARTICLE 5 - PRICES, DELIVERY AND/OR COLLECTION OF PRODUCTS, TRANSPORT

5.1. The Products sold will be exclusively those specified in the Contract and indicated in the relevant invoices.

5.2. Delivery deadlines / times:

A. The delivery deadlines/times indicated in the Contract or in the order confirmation will not be considered essential in accordance with Article 1457 of the Civil Code, but rather indicative and never binding; the date indicated refers to the estimated date of departure from our warehouses.

B. Changes in technical drawings, additions, and requests for changes by the Customer may entail the definition of new delivery deadlines, both in terms of time and space. The changes and additions will only be those specified in the Contract amendment or order confirmation and indicated in the relevant invoices;

C. Any delay in signing these General Conditions of Sale will result in a postponement in the timing of the delivery deadlines equal to the number of days of difference between the order confirmation and the signing of these General Conditions of Sale.

D. Any delay in the transmission of technical drawings or technical specifications by the Customer may result in a postponement in the timing of the delivery deadlines equal to the number of days of difference between the order confirmation and the receipt of the technical drawings. The drawings, specifications and drafts transmitted during the offer phase will not be considered valid;

E. DOMO will not be held liable in any way, and therefore will not be subject to disputes or claims for compensation, for delays resulting from the failure to deliver components of other manufacturers, professional services, certifications from third-party Entities requested by the Customer or required to manufacture the Products according to the Customer's specifications or due to technology;

F. Application of point 9.7 of these General Conditions of Sale.

5.3. In cases where the Products must be transported by Domo to the Customer, in accordance with Article 1510 of the Civil Code, Domo will be released from its obligation to deliver the Products by handing them over to the carrier and/or shipper. The Customer will always and exclusively bear the risks associated with the transport of the Products. Unless otherwise agreed in writing, the Customer will always and exclusively bear the transport costs for the Products or, in the case of carriage paid, they will be charged on the invoice under Incoterms 2020 CPT.

5.4. The Customer may not refuse to collect the Products on the grounds of quality and/or any possible faults and/or defects in the Products.

5.5. If the Customer must collect the Products from Domo and the Customer fails to collect them within the deadline specified in the Contract, i.e. the scheduled delivery date, Domo may, at its sole discretion: i) request performance of the Contract and demand immediate payment of the full price of the Products, it being agreed by the parties that in such a case the Customer will be subject to the acceleration clause; or ii) terminate the Contract automatically pursuant to Article 1456 of the Civil Code, with the sole obligation of written notice to the Customer. The Customer will bear exclusively any costs arising from its failure to collect the Products in a timely manner.

5.6. Prices

A. The prices are indicated in the order confirmation.

B. Changes in technical drawings, additions, and requests for changes by the Customer may entail the definition of new prices. The changes and additions will only be those specified in the Contract amendment or order confirmation and indicated in the relevant invoices;

ARTICLE 6 - PRODUCT SPECIFICATIONS

As part of its continuous quality improvement process, Domo expressly reserves the right to change the designs and/or technical specifications of any of its products without prior notice and to deliver the Products ordered in compliance with the new designs and/or new technical specifications: the Customer hereby waives any right to raise any objection in this regard.

ARTICLE 7 - PAYMENT TERMS

7.1. Payment must be made at the time and in the manner specified in the order confirmation.

Any failure to pay or any late payment, including partial, of the amount due will entail, without the need for further reminders or formal notices, the application of default interest at the rate provided for by Legislative Decree 231/2002, in addition to the full reimbursement of all expenses incurred for the recovery of the receivable, including bank charges, collection costs and legal fees, both in and out of court.

7.2. All payments, including those made by bill of exchanges or cheques, must be made exclusively to Domo: cheques must be made payable to Domo and must be marked 'non-transferable'.

7.3. Should Domo grant extensions to the agreed payment deadlines, or renew bills of exchange, such extensions and/or renewals will in no case result in a novation of the relationship between Domo and the Customer.

ARTICLE 8 - EARNEST MONEY or ADVANCE PAYMENT

8.1. In relation to the total amount of the Products to be manufactured, or in relation to the complexity of the Products to be manufactured, DOMO reserves the right, at the time of the signing of the order, to require the Customer to deliver to Domo: a) cash; and/or b) bank cheques/bank drafts; and/or c) bank transfers, all in accordance with the provisions set out in the Contract. The parties expressly agree that following the conclusion of the Contract as per Article 2, the a) cash; and/or b) bank cheques/bank drafts; and/or c) bank transfers will constitute earnest money in accordance with Article 1385 of the Civil Code.

8.2. The use of components of other manufacturers, professional services, certifications from third-party Entities requested by the Customer or required to manufacture the Products according to the Customer's specifications or due to technological reasons, DOMO reserves the right, at the time of the signing of the order, to require the Customer to deliver to Domo: a) cash; and/or b) bank cheques/bank drafts; and/or c) bank transfers, all in accordance with the provisions set out in the Contract. The parties expressly agree that following the conclusion of the Contract as per Article 2, the a) cash; and/or b) bank cheques/bank drafts; and/or c) bank transfers will constitute earnest money in accordance with Article 1385 of the Civil Code.

8.3. In the event of proper fulfilment by the Customer of all obligations under the Contract, the earnest money will be credited to the Customer's performance, in accordance with Article 1385, paragraph 1, of the Civil Code.

ARTICLE 9 - WARRANTY FOR FAULTS / DEFECTS / NON-COMPLIANT PRODUCT

9.1. Cover

A. The warranty covers, at Domo's sole discretion, exclusively the repair and/or replacement of the components affected by faults and/or defects in raw materials and/or manufacturing defects, subject to the opening of a service ticket via the website www.domo.it.

B. The repair and/or replacement of defective components must be carried out, at Domo's sole discretion, either at Domo's premises or at an authorised Domo supplier or at the Customer's premises, subject to the opening of a service ticket via the website www.domo.it.

C. The Customer will bear exclusively all expenses of the delivery and collection of the Products at Domo's premises or at an authorised supplier chosen by Domo or at the Customer's premises for repair and/or replacement.

D. Domo will be entitled to acquire ownership of the replaced components at no consideration.

E. The performance of repair and/or replacement operations under warranty will not have a novation effect.

F. The performance of repair and/or replacement operations, including at the customer's plant, may be subject to a specific quote or the drawing up of an ad hoc Contract.

9.2. Exclusion

A. Domo expressly excludes any warranty for faults and/or defects attributable to natural deterioration, negligence in use, handling, poor maintenance, incorrect use, alteration of the characteristics of the Products and/or accidents.

B. Any warranty regarding the suitability of the Products for any specific use, application and/or purpose is expressly excluded, and any verbal and/or written statement, even if placed on Domo's original form, regarding the suitability of the Products for any specific purpose, application and/or use, made by dealers, agents, representatives and/or other parties in the name and on behalf of Domo, will be ineffective.

E. Domo expressly excludes any warranty and any liability for the aggravation of faults and/or defects resulting from the continued use of the Products by the Customer should Domo, for reasons attributable to the Customer or in any case not attributable to Domo, be unable to intervene promptly to ascertain and/or eliminate the aforementioned faults and/or defects.

F. Any warranty is expressly excluded in the case of used Products.

G. Any and all warranties are expressly excluded for components of the Products manufactured by companies and/or enterprises other than Domo; or components of the Product, semi-finished or finished Products of third-party manufacturers expressly requested upon specifications of the Customer or required due to technological reasons;

H. In the event of purchase of the Products through leasing, any warranty and/or liability of Domo in respect of the leasing company is expressly excluded.

9.3. Reporting

Under penalty of forfeiture, the Customer must report any faults found in writing by opening a service ticket in the appropriate section of the website www.domo.it within eight (8) days from (i) delivery of the Products, in the event of faults apparent from an external inspection of the packages, by means of a note signed by the Customer on the delivery documentation, or (ii) discovery, in the event of hidden faults and/or malfunctions of the Products. The report must clearly indicate the fault found in order to enable an immediate inspection. After this deadline, the products will be considered accepted for all purposes; furthermore, the use and/or installation of products with obvious defects excludes the possibility of disputes or complaints regarding such defects. It is understood that any report regarding faults does not entitle the Customer to suspend, delay or refuse the payment of the Price due for the Products delivered.

9.4. Duration and termination of the warranty

A. The warranty will have the following duration:

- The warranty period is twelve (12) months and starts from the date of delivery of the goods.

The warranty period may not be extended beyond this period, even if the installation and commissioning take place after the expiry of the eighteen (18) month warranty period.

- The date on the transport documents constitutes proof thereof.

B. The warranty will irrevocably cease to be effective upon expiry of the deadlines indicated above.

C. The warranty will irrevocably and retroactively cease to be effective in the event of termination of the Contract in accordance with Article 10 of these General Conditions.

D. Should the Customer use a leasing, mortgage or bank loan to purchase the Products, the warranty will irrevocably and retroactively cease to be effective if Domo decides to terminate the Contract, in accordance with Article 9.3 below of these General Conditions, in the event that the leasing, mortgage or bank loan undertaken by the Customer is not successful, or the relevant contracts are terminated due to the Customer's non-performance.

9.5. Forfeiture

The Customer will forfeit the warranty immediately and without the need for any verbal and/or written notification from Domo if the Customer:

A. failed to comply with all contractual provisions regarding time, form and content laid down in Article 8.3;

B. used spare parts and/or accessories that are not original Domo (i.e. not manufactured by Domo);

C. used original Domo spare parts and/or accessories (i.e. manufactured by Domo) incorrectly or otherwise not in compliance with Domo's instructions;

D. removed and/or deleted and/or altered and/or tampered with the identification marks (e.g. brand, serial number, voltage, etc.) of the Products and/or components of the said Products.

E. failed to comply with all the contractual provisions regarding time, form and content laid down in Article 6.1;

9.6. Disclaimer

Domo may not be held liable for any direct and/or indirect damage, in terms of actual damage and/or loss of profit, caused to persons and/or property, which is the direct and/or indirect consequence of faults and/or defects of any kind in the Products, or which derives from the use of the Products, including components of third-party manufacturers requested by the Customer or required due to technological reasons.

9.7. Waivers

The Customer irrevocably waives the right to request:

A. any termination of the Contract due to faults and/or defects and/or lack of quality and/or failure to comply with the delivery deadlines and/or, to the extent necessary, due to unsuitability for use of the Products, including components of third-party manufacturers requested by the Customer or required due to technological reasons;

B. any reduction in the price referred to in this Contract due to faults and/or defects and/or lack

of quality and/or failure to comply with the delivery deadlines and/or, to the extent necessary, due to unsuitability for use of the Products, including components of third-party manufacturers requested by the Customer or required due to technological reasons;
C. any compensation for direct and/or indirect damages, consequential damages or damages for loss of profit arising directly and/or indirectly from faults and/or defects and/or failure to comply with delivery deadlines and/or lack of quality of the Products, including components of third-party manufacturers requested by the Customer or required due to technological reasons;
D. any termination of the Contract, reduction in the price, compensation for direct and/or indirect damages resulting from delays in the delivery of the Products caused by delays in supplies of components of third-party manufacturers requested by the Customer or required due to technological reasons;

9.8. Goods supplied by the customer

Should the execution of the job orders require the use of special tools, products or services that are made available to the customer, the following must be taken into account:

- A. this assignment is free of charge and limited to the use of the tools for the manufacture of the final product;
- B. the Customer waives the right to request any termination of the Contract due to faults and/or defects and/or lack of quality and/or failure to comply with the delivery deadlines and/or, to the extent necessary, due to unsuitability for use of the Products in relation to devices of other manufacturers;
- C. the Customer waives the right to request any compensation for direct and/or indirect damages arising directly and/or indirectly from faults and/or defects and/or failure to comply with delivery deadlines and/or lack of quality of the Products supplied by the Customer;
- D. the Customer waives the right to request any termination of the Contract, reduction in the price, compensation for direct and/or indirect damages resulting from delays in the delivery of the Products caused by delays in supplies of components of third-party manufacturers supplied by the Customer;
- E. the failure to receive devices of third-party manufacturers within the contractual deadlines may not be attributed to DOMO under any circumstances and the Customer therefore waives the right to postpone the collection of the finished material and the related invoicing;

9.9. Interpretation

Notwithstanding the Civil Code, the only warranty for faults and/or defects and, to the extent necessary, due to unsuitability for use and/or lack of quality, which Domo grants to the Customer is exclusively the warranty referred to in this Article 9, which also constitutes a limitation and/or disclaimer of the warranty referred to in Article 1490 of the Civil Code, and it must be interpreted as such.

ARTICLE 10 - PURCHASE OF PRODUCTS THROUGH LEASING, MORTGAGE OR BANK LOAN

- 10.1. Should the Customer use a leasing, mortgage or bank loan to purchase the Products, it will bear exclusively all expenses for such transactions, and it must therefore repay Domo all sums Domo may have possibly advanced.
- 10.2. The Customer must diligently and promptly initiate the processing of the relevant case file and/or provide all the documents to Domo for the processing of the relevant case file: failing this, Domo will be entitled to terminate the Contract automatically pursuant to Article 1456 of the Civil Code, with the sole obligation of written notice to the Customer.
- 10.3. Should the leasing, mortgage or bank loan transaction initiated by the Customer not be finalised, or should the relevant contracts be terminated due to the Customer's non-performance - and the Customer undertakes to notify Domo promptly in writing of the failure to finalise such transactions or the termination of the relevant contracts - Domo, if the Contract has already been concluded, as per Article 2, will be entitled to terminate the Contract automatically pursuant to Article 1456 of the Civil Code, with the sole obligation of written notice to the Customer: should Domo decide not to exercise its right to terminate the Contract, it will remain effective and the Customer will be consequently obliged to pay the price of the Products purchased and to perform all other obligations under the Contract.

ARTICLE 11 - TERMINATION OF THE CONTRACT

In addition to the provisions of the individual articles of these General Conditions, Domo may:

- terminate the Contract automatically pursuant to Article 1456 of the Civil Code, with the sole obligation of written notice to the Customer,
- or
- require the Customer to provide a bank surety on first demand issued by a leading credit institution to secure the payment of any amount the Customer still owes to Domo in the following cases:
 - should there be any change in the Customer's financial conditions that could jeopardise the execution of the services to be provided by the Customer;
 - should the Customer become bankrupt or be subjected to another insolvency procedure.

ARTICLE 12 - FORCE MAJEURE

Domo may expressly not be held liable for any non-performance and/or delay in the performance of any obligation under the Contract due to force majeure; force majeure is understood to include, as a non-limiting example, significant production difficulties and/or production interruption by Domo due to any cause, lack of spare parts, particular market situations, strikes, insurrections, natural disasters, orders of any authority, and the like.

ARTICLE 13 - 'SOLVE ET REPETE'

In accordance with Article 1462 of the Civil Code, the Customer may not raise any objection and/or dispute in order to suspend or defer the payment of the amount the Customer owes to Domo and/or the performance of the other obligations under the Contract bearing on the Customer, until full payment of the amount the Customer owes to Domo and, in any case, until the complete performance of all the obligations under the Contract bearing on the Customer. In particular, but as a non-limiting example, the Customer may not raise the objections referred to in Articles 1460 and 1461 of the Civil Code, i.e. objections based on any objections /counterclaims of the Customer against Domo, including any objections/counterclaims based on the alleged incorrect performance of the obligations under the Contract bearing on Domo.

ARTICLE 14 - SUSPENSION OF ORDERS and RECEIVABLE RECOVERY

Should the Customer fail to settle even a single invoice according to the terms and within the deadlines provided, and after five days have elapsed, Domo will be entitled to suspend all subsequent orders with immediate effect, and this will not prejudice any further actions for the recovery of the receivable and will not authorise the Customer to withdraw.

Should the balance of the expired items not have been paid in full after 10 (ten) days from the payment deadline have elapsed, Domo will be entitled to proceed, without further notice, with the enforced recovery of its receivable, charging the Customer for any additional cost incurred, including, as a non-limiting example, default interest, legal fees, collection costs and bank charges, without prejudice to the possibility of the Parties entering into alternative agreements in writing within the same deadline.

ARTICLE 15 - CHANGES IN THE TECHNICAL CHARACTERISTICS

Domo reserves the right, at any time and without obligation of prior notice, to make changes in and/or updates to the technical, functional or aesthetic specifications of its products, should this become necessary due to production requirements, regulatory changes or performance improvements. These changes are to be understood as fully effective and enforceable against the Customer from the date of their publication on the website www.domo.it, which the Customer acknowledges and accepts as a suitable means of information. Domo assumes no responsibility for the obsolescence or irrelevance of technical documentation, product data sheets, drawings or other specifications already in the Customer's possession should they differ from the updated versions published online.

ARTICLE 16 - SUSPENSION

Domo expressly reserves the right to discontinue and/or to suspend, in whole or in part, the production of the mosaic synopses if the Customer has not previously provided, in a complete, unequivocal manner and in accordance with Domo's requests, all the technical, design and documentary information necessary for the correct execution of the supply. Such suspension may in no way be

considered a breach of contract by Domo, nor may it constitute grounds for claims for compensation, penalties or termination by the Customer. It is understood that any delay resulting from the omitted, incomplete or late transmission of the aforementioned information will be attributable exclusively to the Customer, and Domo will be completely exempt from any liability. Domo also reserves the right to redefine the delivery deadlines and agreed financial considerations, subject to advance written notice to the Customer, depending on the effects caused by the delay in providing information.

ARTICLE 17 - RETENTION OF OWNERSHIP

Unless otherwise agreed in writing, the Customer acquires ownership of the Products upon full payment of the invoice and/or invoices issued by Domo, but assumes all risks associated with the Products from the moment of delivery by Domo to the first carrier and/or shipper and/or the Customer, if delivery is made directly.

ARTICLE 18 - PATENTS, TRADEMARKS AND DISTINCTIVE SIGNS

The Customer is aware that Domo Products are covered by patents and are subject to know-how and design constituting the exclusive industrial property of Domo, in accordance with the Industrial Property Code (Legislative Decree No 30 of 10 February 2005). The Customer is expressly prohibited from infringing these rights of Domo and, in any case, from removing, suppressing and/or otherwise altering the trademarks and other distinctive signs or symbols of any kind affixed to the Products, as well as from affixing new ones of any kind. Unless authorised in writing by Domo, any form of reproduction and/or use of the Domo trademark, of its subsidiaries and any other distinctive sign appearing on the Products is prohibited.

ARTICLE 19 - AGENTS AND OTHER COLLABORATORS OF DOMO

It is hereby understood that sales representatives, agents and all other external collaborators of Domo who are not vested with the express power to represent Domo may not in any way bind Domo, which expresses its will solely through the acceptance of the order as per Article 2.

ARTICLE 20 - NO ASSIGNMENT

The Customer may not assign or transfer the Contract to third parties, in whole or in part, without Domo's prior written consent: in the event of total or partial assignment of the Contract without Domo's prior written consent, Domo may terminate the Contract automatically pursuant to Article 1456 of the Civil Code, with the sole obligation of written notice to the Customer.

ARTICLE 21 - RESERVATION BY DOMO TO ASSERT ITS RIGHTS

Any failure by Domo to exercise its rights under the law and/or under the Contract and/or under these General Conditions will not constitute a waiver by Domo of its right to exercise such rights at a later date.

ARTICLE 22 - AMENDMENTS

Any amendment and/or addition to the Contract must be agreed in writing between Domo and the Customer, under penalty of nullity.

ARTICLE 23 - REGISTRATION

The Customer will bear exclusively any costs incurred for the registration of the Contract.

ARTICLE 24 - APPLICABLE LAW

This Contract is governed by Italian law.

ARTICLE 25 - ARBITRATION CLAUSE

Any and all disputes that may arise in connection with the interpretation or performance of this Contract, as well as of the obligations arising and/or derived from this Contract, as well as governed and/or regulated thereby, will be settled by arbitration in accordance with the Rules of the National and International Arbitration Chamber of Milan (<http://www.camera-arbitrale.com>). The Arbitral Tribunal will consist of a panel of three arbitrators, two of whom will be appointed by each party and the third, acting as chair, will be appointed by mutual agreement between the two arbitrators already appointed or, failing an agreement, by the Arbitration Chamber.

ARTICLE 26 - SEVERABILITY OF THE PROVISIONS

Should any provision of these General Conditions be null, invalid, ineffective or unenforceable, the remaining provisions will remain in any case valid and effective: the parties expressly undertake to replace all null, invalid, ineffective or unenforceable provisions with other provisions that allow the same results to be achieved in a legally valid and effective manner.

ARTICLE 26 - SAFEGUARD CLAUSE

These GCoS have been expressly referred to and negotiated by Domo during the negotiations with the Customer and in Domo's offer, and the Customer has expressly accepted these GCoS, including by accepting Domo's offer. Therefore, Articles 1341 ('General contract conditions') and 1342 ('Contracts concluded using forms or templates') of the Civil Code do not apply.

ARTICLE 27 - PRIVACY

In accordance with Article 13 of Regulation (EU) 2016/679 (General Data Protection Regulation - 'GDPR') and Article 13 of the Personal Data Protection Code (Legislative Decree No 196 of 30 June 2003 - the 'Code'), Domo, as controller, informs the Customer that it will process the personal data provided by the Customer in performance of these General Conditions, ensuring full compliance with all the provisions of the GDPR and the Code and, to this end, it declares that (i) the data processing will be carried out in compliance with current legislation, using paper, computerised or electronic means suitable for storing, managing and transmitting the data, in any case using tools that guarantee their security and confidentiality and for the following purposes: purposes connected with and instrumental to the performance of the General Conditions as well as any administrative and accounting purposes connected therewith, purposes connected with the fulfilment of legal obligations, regulations, national and EU legislation as well as obligations deriving from provisions issued by Authorities legitimately authorised to do so; (ii) the provision of the data is mandatory for all matters required by legal and contractual obligations, and therefore any refusal by the Customer to provide the data or to allow its subsequent processing may make it impossible for Domo to proceed with the contractual relationships; (iii) the data will not be disseminated to the public and may be disclosed, exclusively for the purposes indicated above, to the duly authorised persons for whom such disclosure is necessary to achieve the purposes indicated under (i) (iii) the Customer, as the data subject, is entitled to the rights provided for by current legislation, including the right to know the data processed (right of access pursuant to Article 15 of the GDPR), to obtain its rectification and/or erasure (so-called right to be forgotten pursuant to Article 17 of the GDPR) and modification (pursuant to Article 18 of the GDPR), as well as to object to its use.