

Doc. n°: 20260928.OF0107

Date: 28/09/2026

Expiry: 13/10/2026

Sales rep.: Lorenzo Barsocchi

Commercial Offer

Customer information					
Name	Lier-opto(Beijing)Technology Co., Ltd	Company Address	Beiqing Road, Xiuzheng Building, Room 1288, 12th Floor Beijing - CHINA	Contact	Cecelia
VAT				Role	International Trade Dept.
PEC				Phone	
SDI	XXXXXXX	Delivery Address	Beiqing Road Xiuzheng Building, Room 1288, 12th Floor Beijing - CHINA	Mobile	
				Email	overseasinfo@lier-opto.com

OFFER							
Product	Description	Q.ty	Delivery	Unit Price	Reserved Price	Subtotal	
C5S-MP-C	CELERA - SONY IMX250MZR, 5MP-2464x2056, 3.45µm, 152fps, Polarization, 8/10/12 bit, dual-USB3, C-mount	1		€ 2200,00		€ 2200,00	
CBL-USB3-AUBS-MM-5M0	USB 3.0 cable, type A-MicroB, with locking screws, M/M, 5m	2		€ 45,00		€ 90,00	
NIO-5	I/O cable, 12 pin Hirose to open wires, 5m	1		€ 64,00		€ 64,00	
Shipment	CPT: via our UPS shipment service	1		€ 40,00		€ 40,00	
						TOTAL	€ 2394,00

Value in Euro

Warranty:	24 months on Alkeria products	Products reserved for:	
Payment:	Advance payment	Expected Delivery Date:	10 working days from payment receipt
Shipment:	CPT		

Your P.O.

Date

Name of Legally Authorized Person:

Signature and stamp of The Company:

GENERAL CONDITIONS OF SALES AND DELIVERY

These General Conditions of Supply and Delivery regulate and apply to the contractual relationship and services provided on goods between Alkeria S.r.l. and the Customer.
The English version of the present document should be applied to all customers with legal addresses outside Italy.

1. DEFINITIONS

Alkeria or **Seller**: Alkeria S.r.l., a company incorporated under the laws of Italy and with registered office in Via Mario Giuntini no. 25 – int. 36, 56021 Cascina (PI), VAT reg. no. 01695660504.
Customer: any individual or legal entity ordering or purchasing Products from the Seller.
General Conditions: these General Conditions of Supply and Delivery.
Order Confirmation: the written document whereby the Seller takes the obligation to supply specific products in a specific quantity to the Customer at a specific price, shipment, and payment conditions.
Contract(s): the sales contract(s) made by Alkeria to the Customer for the supply of the Products after the Order Confirmation receipt.
Offer: the commercial proposal(s) made by Alkeria and its agents or representatives, containing the nature of the items or services requested by the Customer, the prices of the items, and these General Conditions of Sales and Delivery.
Order: refers to the written communication – sent by email, PEC, and/or fax, or, in any case, signed at the headquarters of Alkeria and/or in the presence of agents or representatives – with which the Customer requests the Seller to supply the Products and/or related assistance.
Price: refers to the purchase price of the Products as indicated in the price list and/or on the Alkeria website, or, if different, the one determined in the Order Confirmation and as determined according to Art. 4.
Product, Products: any good or service proposed or supplied to the Customer by the Seller.

2. GENERAL CONDITIONS

2.1 The General Conditions apply to all contractual relationships and to all Customers who have formalized and transmitted to Alkeria an Order, followed by the Order Confirmation, and this also in the absence of direct and explicit reference to the same.
2.2 The General Conditions prevail over any other contractual provisions and are binding, unless any changes thereof are confirmed in writing by Alkeria; any term or condition placed by the Customer with the Order or with any different other communication or in contrast with this document is ineffective and shall be considered not affixed, unless expressly and in writing accepted by Alkeria.
2.3 The Customer also acknowledges that he is aware of the content of these general conditions of sale, available on the website, www.alkeria.com. With the Order Confirmation, Alkeria will also send the Customer the document containing the General Conditions.
2.4 The Contract concluded between Alkeria and the Customer shall not be governed by the rules of e-commerce.
2.5 Any offers of Products made by Alkeria on its website and/or through its agents or representatives are not intended as offers to the public and are not effective and binding in the absence of the Order Confirmation.

3. EXECUTION OF THE CONTRACT

3.1 The Contract between the Seller and the Customer shall be deemed terminated on the date on which the Customer receives the Order Confirmation from the Seller, except in the case indicated in Art. 3.2 of this document.
3.2 In any case, the Customer has the right to refuse the Order Confirmation by sending to the Seller the Order Confirmation refusal within 2 (two) days after the receipt of the Order Confirmation. In this case, the Order shall be considered canceled. To proceed with the purchase, the Customer shall have to send a new Order.
3.3 By sending and/or placing the Order, the Customer:
i. identifies the quantity of Products and the type of the same, committing to purchase them at the price indicated in the price lists and/or in the Offer;
ii. declares to know the General Conditions pursuant to Art. 2.3, as reported on the website www.alkeria.com;
iii. declares that it is not a consumer and that it purchases the Products in the course of its professional, research, and/or business activities.
3.4 Upon receipt of the Order, Alkeria assumes the obligation to supply the Customer by sending the Order Confirmation, which includes the General Conditions, to the Customer. In the Order Confirmation shall be stated the quantity and type of Products that Alkeria will supply to the Customer, the delivery time and the Price of the same, and the conditions and timing of payment.
3.5 The Seller reserves the right to:
i. Reduce the quantities of the Products and/or modify the delivery times based on stock availability;
ii. Reject, in whole or in part, an Order placed by the Customer if, in its opinion, it deems it anomalous or, in any case, unreasonable.
3.6 After 2 (two) days from the delivery of the Order Confirmation, the Contract shall be considered effective. The Customer shall not revoke or change the order unless given written consent by Alkeria.
3.7 Alkeria reserves the right to improve or change the design or the construction specifications of its Products (provided that they do not affect the characteristics of use and operation of the Product) until delivery of the same.
3.8 The content of the Offers and any other tariff-related document sent to the Customer are the property of Alkeria and shall be considered reserved to the Customer and not disclosed without the Seller's written consent.
3.9 Acceptance of an Order by the Seller in no way implies acceptance by the Seller of the terms and conditions set by the Customer, whether they are explicitly mentioned by the Customer, included in an annex, or formulated by the Customer as General Conditions of Purchase. In any case, if the Order contains conditions other than the General Conditions of Sale, the provisions contained in the General Conditions of Sales and/or the Order Confirmation will prevail.

4. PRICE AND PAYMENTS

4.1 Unless otherwise agreed or specified otherwise in writing, the sale Price(s) are set in the Order Confirmation.
4.2 These Prices do not include, unless otherwise stated:
i. Value Added Tax, where applicable;
ii. any taxes, duties, levies, or other similar charges arising outside or inside the Seller's country to fulfill the contract;
iii. bank charges incurred by the Seller for collection;
iv. any other ancillary charges, such as shipping and insurance costs.
4.3 Any shipping fees will be indicated separately in the Order Confirmation. If, upon the Customer's request or for reasons not attributable to Alkeria, the delivery date is to be postponed, Alkeria reserves the right to reconsider the prices by charging the customer for any increases enforced in the meantime, in addition to any storage expenses of the Products.
4.4 Any expenses and costs related to the changes to the Product requested by the Customer compared to the catalog or the construction drawing approved shall be on the Customer's account. The Customer shall also bear any other additional change, integration, service, or expense requested by the Customer and not expressly included in the Order Confirmation.
4.5 Payments must be made as specified in the Order Confirmation; if the payment deadlines are not indicated in the Order Confirmation, must be made within 15 (fifteen) days of receipt of the Order Confirmation. In the event that the Order Confirmation provides for the payment of two or more installments of the Price of the Products, the art. 7 shall be applied (unless otherwise agreed expressly in the Order Confirmation).
4.6 Any payment must be made in full by the Customer without any amount being offset, exempted, or retained in any way (except for the cases that cannot be excluded by law), in the currency stated in the Seller's Offer, with a precise indication of the invoices it refers to.
4.7 Any delay or irregularity in the payment of the Price reserves the right of the Seller to suspend the execution of the Contract (including the right to suspend any shipping of Products expected in the unpaid Order Confirmation or other Order Confirmations in progress, the technical support and possible repairs) and upon a notice to desist, can opt for:
i. make the continuation and execution of the Contract dependent on the estimated balance of the Price provided for in the Order Confirmation or other guarantee method;
ii. take advantage of the determined clause referred to in Art. 8.
4.8 After the expiration of the agreed payment terms, increased commercial interest on arrears will be due in force at that time, without the need for any formal notice to the debtor.
4.9 Any dispute that may arise between the parties shall not exempt the Customer from the obligation to respect the payment terms and conditions.

5. DELIVERY TERMS

5.1 Unless specifically otherwise stated, all delivery times of the Products start from the fulfillment of all conditions present in the Contract and/or in the Order Confirmation, if any, and in particular from the payment of the Price within the timescales referred to in the Art. 4.5 and/or any amount as advance payment when requested.
5.2 The delivery terms of the Products are approximate, never mandatory, and are stated in the Order Confirmation.
5.3 Alkeria may suspend the delivery of the Products in the event that the Price has not been paid in the manner and within the timescales referred to in the Art. 4.5. and/or one in the event referred to in articles 1460 and 1461 of the Italian Civil Code.
5.4 Alkeria may suspend or modify the delivery dates and/or the Price of the Products in the following cases:
i. delays attributable to the Customer and/or its agents, particularly with regard to delays in the communication of data deemed indispensable (including, among other things, the failure to provide specifications and/or drawings, measurements, and/or other information reasonably necessary to the Seller);
ii. changes required by the Customer during the Order execution, if accepted and/or technically possible;
iii. proven delays by possible sub-vendors of the Seller, shortage of raw materials, restrictions on energy sources, illness of staff;
iv. force majeure or events such as war or disturbance of public order, government decisions or actions (including, inter alia, prohibitions on exports or re-exports or failure to grant or revocation of valid export licenses), or trade union conflicts, strikes, or lockouts;
5.5 Possible delays in the delivery times of the Products resulting from the application of the faculties referred to in Articles 5.3 and 5.4 are not to be considered attributable to Alkeria and cannot in any case justify the termination of the Contract or withdrawal from it, nor give rise to refunds, indemnities or compensation (unless the peremptory nature is provided for in the Order Confirmation of the delivery times of the Products and the same has not been the subject of specific remuneration and/or provision of a penalty clause). If the Seller expects not to be able to deliver the Products on the agreed delivery date, it will promptly notify the Customer in writing.
5.6 In the case of a request for a mandatory delivery date by the Customer, this request must be agreed between the Parties and accepted by the Seller with the Order Confirmation. Peremptory delivery, subject to acceptance by the Seller, will result in an increase in the Price of the relevant Product by a further 30% compared to that determined pursuant to the art. 4.5, to be paid upon receipt of the Order Confirmation. In the event of failure to pay the percentage increase thus determined, the request for a mandatory delivery date will be considered as not having been made and ineffective.

6. TRANSPORT AND SHIPPING

6.1 The Products are considered delivered to the Customer when the carrier and/or the designated shipping agent collects them and takes delivery of them at Alkeria's premises (and/or in the places indicated by the same); consequently, unless otherwise agreed, the delivery of the products will be according to the FCA Incoterms 2020. The Products travel and are always delivered at the risk of the Customer, who is to be considered responsible.
6.2 The Customer assigns a mandate without representation to the Seller to identify and appoint a specific carrier or freight forwarder for the collection and transport of the Products to the delivery location indicated by the Customer.
6.3 Should the Customer not take delivery or not provide suitable shipping instructions and/or in any case in the event that he does not pay the Price set in the Art. 4.5, Alkeria shall pack the Products in the way deemed most adequate and shall be authorized to store the Products inside or outside its organization, at the customer's expense. At the time of storing the Products at the warehouse, Alkeria shall communicate to the Customer the storage location, the type and quantity of Products stored, and the delivery shall be considered finalized. Any risk relating to the Products shall be transferred exclusively to the Customer, who will be obliged to make the relevant payment in favor of Alkeria.
6.4 In the case of a Contract with permanent deliveries, each partial delivery does not entitle the Customer to dissolve and/or withdraw from the Contract or to request any compensation for damages.
6.5 The Seller is not liable for delivery or receipt errors of Products due to the wrong indication of the address by the Customer.
6.6 Upon receiving the Products, the Customer is required to verify their conformity to the Order placed and the Order Confirmation, according to the following:
i. The number of parcels stated in the Shipping Note corresponds to the number of parcels actually delivered;
ii. all parcels are intact, not damaged, not wet or tampered with.
6.7 The Customer is required to carry out the appropriate checks upon receipt of the Products and/or, in any case, within 10 days. In the event that the Products reported in the Order Confirmation and those actually received do not match, the Customer must not accept the delivery and must give formal notice directly to the carrier before releasing the material.
6.8 Signing the document without having run the above-mentioned checks is to the Customer's detriment: once the delivery of the parcel is accepted, no objection can be raised against the Seller regarding the external features of the delivered Products, in relation to the order made.

7. RETENTION OF TITLE

7.1 The Products sold on the basis of the Order Confirmation remain the property of Alkeria until the Sale Price agreed for them is paid in full.
7.2 In the event that the Order Confirmation and/or subsequent agreements provide for payment in two or more installments of the Price of the Products, ownership of the same will be transferred to the Customer upon payment of the last installment, pursuant to the art. 1523 of the Italian Civil Code.
7.3 The Customer agrees to take all necessary steps to respect this retention and shall keep the material not yet paid segregated, thereby preventing it from being confused with other parts, machinery, or equipment owned by the Customer, so that it can always be traceable.
7.4 The Seller is also authorized to perform any formalities necessary to prevent its property from being enforced against third parties, including the transcription referred to in the art. 1524, co. 2 of the Italian Civil Code.
7.5 In the event of failed payment, even of a single installment as long as it exceeds one-eighth of the Price or of a partial payment, Alkeria shall have the right to terminate the Contract, request the immediate return of the Products, with the costs and charges being borne by the Customer, and shall have the right to withhold the sums received as compensation pursuant to art. 1526, co. 2 of the Italian Civil Code, in addition to compensation for damages suffered.
7.6 Notwithstanding Alkeria's explicit written consent, the transfer to third parties by the Customer of the mentioned Products (and/or, in any case, their loss, destruction, or damage) before they have been paid in full, or any other conduct that may in any case compromise the right to claim them, shall imply the Customer's liability towards Alkeria, without prejudice to the applicable criminal provisions.

8. EXPRESS TERMINATION CLAUSE

8.1 The Contract with the Customer shall be deemed terminated pursuant to art. 1456 of the Italian Civil Code, by way of written notice to the other Party, in the following cases:
i. the Customer does not make regular payments in compliance with the methods set out in Art. 4 or in the cases referred to in Art. 7.5 or 14.3;
ii. if there is a substantial change in the Customer's legal sphere or, in any case, in the asset component, such as to put the Customer's solvency at risk and make it difficult to fulfill the obligations undertaken (such as, by way of example: dissolution and winding up; judicial settlement; minor concordat; over-indebtedness procedure; concordat procedure).

9. PENAL CLAUSE

9.1 The Parties agree that, in the event of termination due to non-compliance and/or in the cases referred to in Art. 8, the Customer will be held responsible for the payment of a determinable penalty pursuant to Art. 1382 of the Italian Civil Code, and the amount of which will be equal to 75% (seventy-five percent) of the Price of the Products set out in the Order Confirmation. This penalty cannot be reduced judicially.

10. LOAN CONTRACT

10.1 In the event that the Customer has requested a consignment of one or more Products to evaluate and test their characteristics and performance and to choose the Product best suited to their particular needs, the following provisions will apply upon Alkeria's approval of the Loan Contract request, duration of the Loan Contract and Price of individual Products.
10.2 The duration of the Loan Contract is valid for the period indicated from the date of issue of the same, and the Customer undertakes to respect it and, in any case, it must not exceed 30 (thirty) days from delivery of the Products, unless otherwise agreed with the Seller. Any extensions of the Loan Contract must be agreed upon in writing between Alkeria and the Customer.
10.3 Shipping costs for a Product supplied on consignment are borne by the Customer according to 2020 FCA Incoterms.
10.4 The Products and samples supplied on a Loan Contract by Alkeria are for exclusive evaluation purposes and will not be subject to any commercial use or covered by warranty.
10.5 The Products must be returned in the original packaging and condition in which they were delivered, in terms of functionality and appearance, including accessories (documentation, cables, accessories, etc.).
10.6 Should the Customer obtain satisfactory results from the test sample of the Product may purchase it directly by sending an Order to the Seller. These General Conditions apply to this Order. However, the Seller reserves the right to refuse the Order and may request the return of the Product.
10.7 The Seller will invoice the Products to the Customer and request payment of the Price indicated in the Loan Contract if:
i. the Customer should retain the Product(s) for more than 5 (five) working days after the agreed term;
ii. upon return, the Product(s) are modified, damaged, or with missing parts compared to the original state in which they were supplied. In this second event, Alkeria shall return the Product(s) to the Customer invoicing the Price indicated in the Loan Contract.

11. TECHNICAL ASSISTANCE

11.1 If deemed necessary, the Customer has the right to ask for technical assistance from the Seller. The technical assistance service will be provided by the Seller exclusively for the resolution of problems relating to its Products.
11.2 During technical assistance, the Customer commits not to show or provide the Seller with confidential or classified data.
11.3 All technical and design solutions, ideas, and observations that emerge during technical assistance are to be considered the intellectual property of Alkeria. The Customer declares to be aware that such information may be used to create new products, improve existing ones, and provide assistance to other customers, at Alkeria's discretion.

12. PRODUCT WARRANTY

12.1 The Seller guarantees the Customer for a period of 24 (twenty-four) months from the date of delivery to the carrier and/or forwarder referred to in art. 6, that the Products are free from manufacturing and/or design faults and defects such as to make them unsuitable for the intended technical use.
12.2 The Seller undertakes to deliver Products conforming to the technical specifications declared in the Product technical data sheets or agreed in writing between the Customer and the Seller. The Seller does not guarantee the compliance of the Products with particular specifications or technical characteristics or their suitability for particular uses, except to the extent that such characteristics have been expressly agreed in the Contract or in documents referred to for this purpose by the Contract itself.
12.3 Any complaints must be made upon filling out the RMA request via the www.alkeria.com website in the User Area "Request RMA" section.
12.4 The repair and/or replacement of the Products must be carried out at the Alkeria service center located in Via Mario Giuntini 25 – int. 36, 56021 Cascina (PI), Italy; the faulty products and the parts that may be replaced shall remain the property of Alkeria. The transport costs shall be borne by the Customer in any case.
12.5 If the Seller ascertains a lack of conformity of the Product covered by warranty, the Seller will alternatively:
i. replace the non-compliant Product at its expense;
ii. repair the non-compliant Product at its own expense;
iii. collect the non-compliant Product at his own expense and return any Price received to the Customer.
It is understood that the aforementioned guarantee (consisting of the obligation to repair, replace, or collect the Products) absorbs and replaces the guarantees or responsibilities provided for by applicable law and excludes any other liability of the Seller (both contractual and extra-contractual) in any case originating from the Products supplied; consequently, any other reimbursement, indemnity or compensation for damages in favor of the Customer is excluded.
12.6 The replacement or repair of a Product does not extend the warranty terms.
12.7 The guarantee does not apply, will be considered void, and, in any case, will not cover damage caused in the following cases:
i. if the label showing the serial number of the product is removed;
ii. if the Customer does not allow any reasonable control over the Product requested by the Seller;
iii. if the Customer objects to the recall of the Product(s) identified by the Seller as non-compliant following the sale;
iv. damage caused during transport;
v. storage, preservation, or safekeeping of the Products that are not adequate or, in any case, different from those indicated in the technical data sheet;
vi. inappropriate or negligent use by the Customer;
vii. tampering with the product, directly or indirectly, or caused by repairs, replacement of individual components, maintenance carried out by subjects not authorized by Alkeria, technical negligence, or use for applications in contrast with the limits of use dictated by the standards and/or indicated on catalogs and/or official documents of Alkeria;
viii. or any circumstance that is independent of the actions and facts of Alkeria.

12.8.The Parties conventionally provide that any compensation for damages shall be limited to the mere replacement of the defective Products (to be understood as the delivery of a new Product corresponding to the defective or non-functioning Product) and may not, in any event, exceed the Price of the non-compliant Products delivered and invoiced in the last 6 (six) months prior to the date of the Customer's claim. Any greater damages suffered by third parties due to the use of the Product shall be borne exclusively by the Customer.

12.9.Once the warranty period has expired, no claim can be issued by the Customer. Also excluded from the warranty are parts normally subject to wear and tear and/or otherwise easily deteriorated as a result of their use (by way of example, cables, connectors, etc.).

12.10.The present warranty definitively governs the legal relationship between the Customer and Alkeria for the Products. Any other warranty right is excluded to the extent that no liability is legally defined.

13. COMPLAINTS

13.1.Complaints of any order and kind inherent to the material and/or Products of Alkeria, such as defects, non-conformity with respect to what was ordered or to the prescribed quantities, etc., shall be communicated by certified e-mail (PEC), addressed to mailbox@pec.alkeria.com, within 10 (ten) days after the receipt of the Products, otherwise subject to forfeiture.

13.2.Complaints regarding the conformity of the Products received by the Customer do not entitle the Customer to suspend or, in any case, delay the payment of the Products subject to dispute.

13.3.If the claim is unfounded and the Seller has incurred expenses for verification (travel, evaluation, shipping, etc.), the Customer will be required to reimburse such expenses to the Seller.

14. RETURNS

14.1.The return of non-conforming or defective Products by the Customer must be pre-approved and agreed upon by written authorization and the issuance of an RMA number from Alkeria.

14.2.Once an RMA number has been obtained, the Customer will be responsible for shipping and handling charges in connection with the return of any non-conforming or defective Products. Returns at Alkeria's expense will not be accepted. Delivery to Alkeria is made at the Customer's expense and risk, in accordance with FCA (Incoterms 2020). Any returns that are not agreed upon shall be shipped back to the sender, with all charges incurred as a result.

14.3.The shipment of repaired or replaced Products under warranty will be carried out at Alkeria's expense in accordance with CPT (Incoterms 2020).

14.4.The Return Merchandise Authorization (RMA) issued by Alkeria to the Customer is valid for a period of 30 calendar days. If the Customer fails to return the defective Products within this period, the authorization will be automatically revoked.

14.5.If a Product is returned by the Customer as non-conforming and is found to be as such, all costs incurred by the Seller in verifying conformity and handling the return will be charged to the Customer, including shipping costs.

14.6.If the terms of the warranty have expired or a failure has occurred due to the Customer's improper use of the Product, then before proceeding, an offer regarding the cost of any repairs to which charges may apply will be communicated with an RMA. Shipping charges for repaired or replaced products that are not under warranty will be added to the final cost estimate.

15. PAYMENT TERMS AND CONDITIONS

15.1.Payments and any other amounts due to Alkeria must be remitted to the Seller's place of business.

15.2.Payments of the agreed Price shall be made (preferably) by bank money transfer to Alkeria, according to the deadlines agreed by the parties in writing and detailed in the Order Confirmation. Unless otherwise agreed, any bank charges or commissions due in connection with the payment will be charged to the Customer.

15.3.In the case of deferred payments that do not fall within the assumptions set forth in Art. 7, failure to pay a single due date shall result in the forfeiture of the term for the others as well, pursuant to art. 1186 of the Italian Civil Code, with the right for the Seller to demand the balance of the remaining Price.

16. DEVELOPMENT COMMISSIONS AND COPYRIGHT

16.1.In the case of orders whose execution requires special development work, the Customer will not acquire the inventor's rights referred to in the developed elements and/or the equipment or machinery used for the production of such elements, even if the Customer contributes to the development and/or production costs.

17. DISPOSAL

17.1.The Customer shall verify the obligation of its company to dispose of the product sold and delivered by Alkeria at the end of its use, at its own care and expense. Disposal must always be carried out in accordance with Italian and European regulations, in particular EU Directive 19/2012, as subsequently amended and enforced by national laws and/or according to the specific national regulations and standards applied in non-EU states.

17.2.Alkeria is exempt from the take-back obligation in its capacity as a distributor or manufacturer, as established by Article 3 of the WEEE Directive, and also with respect to third parties to the contractual relationship. The Customer shall contractually oblige the companies, firms, and third-party companies to which it transfers Alkeria Products to properly dispose of them at the end of their use, should it be obliged by Italian and/or European regulations. In the event that the Customer does not wish to transfer the ex lege obligations arising to its counterparties, the same will be obliged to take back the Alkeria Products delivered at its own expense and in the manner established by the regulations in force at the time of the withdrawal of the products. In the event that the Customer, voluntarily and/or in compliance with the regulations in force, returns the transport packaging, all charges and costs will be borne by him.

18. TECHNICAL DATA AND CONFIDENTIALITY

18.1.All technical and commercial information disclosed in written form by Alkeria to the Customer in the execution of the contract (whether for the sale of the Products or in the case of the Loan Contract) must be considered confidential; therefore, all documentation containing such information shall be preserved carefully by the Customer and shall not be copied or transmitted to third parties without the written consent of Alkeria.

18.2.The Customer agrees to protect its confidential information during the execution of the Contract or technical assistance and not to disclose it to Alkeria in any form. Therefore, all information disclosed by the Customer to Alkeria during the execution of the Contract shall be done without demanding confidentiality or privacy.

18.3.The Customer undertakes, for the entire duration of the Contract (and, in any case, for a period of 12 (twelve) months following the termination of its effects), to:

- i.consider strictly confidential and, therefore, not to disclose and/or otherwise make known to third parties any information inherent in, connected with, and/or related to or arising out of the Contract and its execution (by way of example, but not limited to, commercial information relating to prices, discounts, types of products and their characteristics, designs, and prices charged);
- ii.Take all necessary and appropriate precautions and security measures in order to keep the information confidential and to prevent unauthorized access, misappropriation, and manipulation of the same;
- iii.Strictly observe current regulations on privacy and the protection of personal data, especially sensitive data.

18.4.The confidentiality obligation referred to in this Contract applies to all documentation (paper, photographic, computer, digital, and otherwise processed by any technical means of producing images or writings) and to all the material exchanged and/or provided or communicated and sent by the Seller to the Customer (by any technical means and methods: e-mail, certified e-mail (PEC), fax), whether in paper or computer form, marked as confidential.

18.5.If the Customer requests the Seller to manufacture a Product with specific features, owing to independent engineering and development activity performed by the Seller, the ownership of any proprietary rights inherent to the Product shall belong exclusively to the Seller.

19. INDUSTRIAL PROPERTY RIGHTS

19.1.The Products, as well as the related technical drawings, designs, electronic components, and software of the Products, are the exclusive intellectual, industrial, and economic property of the Seller and are intended to be confidential, not to be used directly or indirectly, and not to be disclosed without the written permission of the Seller, except as necessary for the specific use of the Product itself.

19.2.The Customer undertakes not to perform reverse engineering, disassembly, decompilation, or any other activity, even indirect, that may reveal information about the structure, technical features, or any other confidential information of the Product or software.

19.3.The Customer also expressly undertakes not to remove any trademarks or other identifying elements from the Seller's Products.

19.4.All software rights are confidential. The Customer is strictly forbidden from transferring the software rights to third parties, granting the license to them, or using them in any way against payment or for free.

20. GOVERNING LAW AND JURISDICTION

20.1.The Parties chose Italian law as the substantive law applicable to the Contract and to the related and consequent relationships, as well as the procedural law applicable to the resolution of litigation.

20.2.All disputes (including those of a non-contractual nature) arising in connection with the Contract, as well as those relating to or connected to the same and, in any case, those concerning the existence, validity, effectiveness and execution of the Contract, will be subject to Italian Law and to the exclusive jurisdiction of the court of Lucca as the competent court, with the exclusion of any other court also alternately concurrent.

21. EU 679/2016 REGULATION ("PRIVACY")

21.1.Alkeria acknowledges that all information acquired during its commercial transactions are to be considered confidential and protected by the EU 679/2016 Regulation concerning dispositions about personal data treatment.

21.2.Alkeria shall guarantee the confidentiality of Customers personal data according to the above-mentioned law and shall use, communicate, and disclose it, even with electronic tools, otherwise automated directly and/or through third parties, exclusively for purposes connected to commercial transactions. If necessary, Alkeria will transmit the Customer's data to the carrier in charge of shipping. Personal data communication is mandatory; without it, the transaction will not be finalized.

21.3.The Customer, to sustain his own rights as per art. 12 of the EU 679/2016 Regulation, can directly contact Alkeria, responsible for data collection and processing, at the address mentioned in art. 21 of the same Regulation.

21.4.By accepting the present conditions, the Customer expresses his consent to the processing of personal data for the above-mentioned purposes, with the right to ask and obtain their cancellation or modification through written communication to Alkeria.

22. EU 833/2014 AND 765/2006 REGULATION

22.1.Alkeria notifies that the Products supplied are subject to the restrictions resulting from Article 12 octies of Council Regulation (EU) No 833/2014 (Russian Federation) and Article 8 octies of Council Regulation (EU) 765/2006 (Belarus).

The Customer declare that he shall submit to the following conditions:

22.2.The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation and Belarus, or for use in the Russian Federation and Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12 octies of Council Regulation (EU) No 833/2014 and Article 8 octies of Council Regulation (EU) 765/2006.

22.3.The Customer shall undertake its best efforts to ensure that the purpose of paragraph 22.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

22.4.The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 22.2.

22.5.Any violation of paragraphs 22.2, 22.3 or 22.4 shall constitute a material breach of an essential element of this Agreement, and the Alkeria shall be entitled to seek appropriate remedies, including, but not limited to:

- i.termination of this Agreement; and
- ii.a penalty of price of the goods exported.

22.6.The Customer shall immediately inform Alkeria (hereinafter referred to as the Alkeria) about any problems in applying paragraphs 22.2, 22.3 or 22.4, including any relevant activities by third parties that could frustrate the purpose of paragraph 22.2. The Customer shall make available to the Alkeria information concerning compliance with the obligations under paragraph 22.2, 22.3 and 22.4 within two weeks of the simple request of such information.

23. EXCLUSION OF LIABILITY

23.1.By accepting these General Conditions, the Customer accepts the Seller's disclaimer of liability and hereby finally and irrevocably waives any claim, action, or remedy other than the claims, actions, and remedies set forth in this document.

23.2.The Seller does not guarantee, either implicitly or explicitly, the compliance of the Products with the final application of the Customer, who is solely responsible for the verification. The Customer is obliged to carry out at its own expense all necessary and appropriate checks, verifications, and technical tests of operation in order to ascertain the compliance of the Product with the needs, requirements, and technical rules of the application or devices in which the Product is used.

23.3.The Seller declines all liability for incorrect use of the Products and shall not be responsible for any error or omission. The Customer undertakes to follow the instructions supplied together with the Products and is aware that the instructions cannot cover all possibilities that might be verified during use.

23.4.The Customer undertakes to verify that all safety criteria are met during the use of the Product, relieving the Seller from any liability for any damage of any kind that may, directly or indirectly, result to persons or property as a result of the Customer's and/or a different user of the Product not complying with all the applicable safety regulations.

23.5.If the Customer requests the Seller to carry out tests on its own equipment or products for technical evaluations, the Seller can never be held responsible for defects, malfunctions, or errors of design and manufacture related to such assessments.

23.6.The Seller assumes no liability and shall not be responsible for any errors or omissions with respect to the functioning, methods, and examples presented during a technical assistance session. The Customer agrees that the Seller shall not be held liable for any loss or injury resulting directly or indirectly from the use of or information given during a technical assistance session.

24. CONTACTS

24.1.All the communications, notices, claims, requests, queries, and other communications referred to the content of the Contract must be in writing and shall be deemed delivered on the date of their delivery, whether by hand or by international courier, with a signed acknowledgment of receipt of delivery, or by certified e-mail, at the following addresses:

-for Alkeria S.r.l.: to the attention of Orazio Sottile, Via Mario Giuntini n. 25 int. 36, 56021 Cascina (PI), Loc. Navacchio - Italy

-email: amministrazione@alkeria.com

-certified email address: mailbox@pec.alkeria.com

Read, approved and undersigned.

Cascina (PI), date /

LIST OF RESTRICTIVE CLAUSES

The Parties declare that all the negotiation provisions have been the result of negotiation and agreement, and that the individual clauses represent a fair and just balancing of mutual needs and interests.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Parties expressly declare to approve the following clauses:

3.5 (Seller's Contract Amendment Power);

5 (Delivery Terms);

6 (Transport and shipping);

7.4 (Penalty in case of sale with reservation of ownership);

9 (Penal clause);

14.4 (Expiry of time limit);

20 (Governing law and jurisdiction).

23 (Exclusion of liability);

Read, approved and undersigned.

Cascina (PI), date /