

Terms and Conditions of Quotations and Sales of REDshift srl

These are *Terms and Conditions of Quotation and Sale* (“Terms”) of all products, software and services supplied by REDshift srl, VAT ID. IT02976580247 (name also as “Company”). Except as otherwise expressly agreed upon in writing between a duly authorised officer of the Company and the Customer, these Terms will apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

1 – Definitions.

- a. *Quotation*: the estimate submitted by the Company to the Customer for the provision of products and/or services.
- b. *Products*: standard hardware and related parts. Includes Products manufactured or configured to meet Customer requirements (“Custom Products”).
- c. *Software*: one or more computer programs and related documentation.
- d. *Service*: standard support service for Products, Software updates and maintenance or training adapted to meet Customer requirements. It can be affected by shipping date, warranty and any other Contract about Service.
- e. *Additional Activities*: any activity carried out by the Company during or afterwards the execution of the Contract, in addition to the activities explicitly agreed and approved in the Order Confirmation.
- f. *Customer*: the counterpart to whom the Quotation is sent, and/or the Contract is signed with the Company.
- g. *Company*: REDshift.
- h. *Contract*: any agreement that is stipulated in relation to the provision of products and/or services provided by the Company to the Customer. Any modification or integration to it, and all legal acts or other acts in preparation and necessary to the execution of such Contract. Generally, the Contract is actualized by sending an official Order or the Quotation signed by the Customer.
- i. *Results*: the outcome of the engagement by the Company.

2 – General Conditions & Applications.

- a. All Quotations and Contracts placed with the Company are subject to these Terms. The Company may at any time vary or alter these Terms. A copy of the current Terms is located on the website: www.redshift.it/eng/terms-conditions-sales
- b. The applicability of general or specific terms and conditions and provisions of Customer is expressly rejected by the Company, unless otherwise prior written and signed agreement by both sides.
- c. The Customer to whom these Terms apply shall accept these terms for all subsequent Offers as of now presented by the Company, all Contracts and for all other subsequent legal relationship between the Company and the Customer.
- d. If, as a result of any judicial decisions, any provision of these Terms should be deemed not applicable or in violation of the public order or the law, the only invalid provision will not be considered in force, all other aspects will remain in effect. The provisions which will be deemed to be more in keeping with the will of the parties will replace any other invalid provision.
- e. The Company is authorized to modify these Terms; these changes will take into effect from the moment they are communicated by the Company with this present document via website: www.redshift.it/eng/terms-conditions-sales
- f. If a customer cancels or modify any Product or Service after 3 (three) days from the Order Confirmation, the Company reserves the right to charge the Customer additional costs related to the raw materials already acquired for the production, together with costs of the labour expended until the date of such cancellation or modification.

3 – Quotations, Orders and Contracts.

- a. Unless otherwise stated, prices does not include shipping and handling fees. Risk of loss will pass to Customer upon delivery.
- b. Unless otherwise agreed and indicated under the term “Validity” of the document forwarded by the Company,

Quotations validity period is identified on December 31st of the reference calendar year of the Quotation date. If the Quotation is drawn up and sent from the month of October, the validity will be different. Please, refer always to the validity written in the Quotation.

c. Contract is stipulated when the Company receives written confirmation from the Customer of the issued Quotation (e.g. Purchase Order from the Customer), unless the Company shall not revoke its offer within 2 (two) working days of receipt of such confirmation. In case of different assignment methods of the Order, the Contract is stipulated when the written acceptance of the Order (e.g. Order Confirmation) is sent to the Customer by the Company.

d. Cancellation of a Contract by the Customer is subject to Company approval and condition told at point 2f related to Additional charges about work done until that cancellation date.

e. The Company may reserve the right to revoke the Order received from the Customer if the submitted document differs from the Quotation presented, and/or the Product/Service requested does not correspond to what was discussed between parties.

f. The Company may in its absolute discretion refuse to accept an Order whether received from an existing Customer or a new Customer to whom the Quotation was not addressed. The Company will not be liable for any damages, loss or compensation arising from its decision to refuse, to accept or to cancel such Order.

g. The Company is not required to provide the Customer for any reason or justification to refuse or cancel the Order pursuant to paragraphs 3c, 3d, 3f.

h. Acceptance of Order is subject to Company Administrative Department approval which will control the fulfilment of the Customer.

i. If any materials specified within the Quotation become unavailable prior to delivery or training/installation, the Company in its absolute discretion may substitute a reasonable alternative as long as it meets the relevant standard.

j. All images, drawings, measurements and weights calculations, statements regarding capabilities, results and/or performance expectations provided by the Company are not binding and they are intended as a general representation of the services.

k. If the Customer makes available to the Company, at his request, documents, data, drawings and similar useful for the drafting of an offer, the Company will assume its correctness and it will formulate a Quotation accordingly. Please refer to clause 15 of this document for Confidential terms.

4 – Product Quality and Licenses.

a. Products shall conform as to quality, quantity and description as stated in the Quotation and in the Contract and Order Confirmation. It shall be sound materials and workmanship. If samples or patterns are provided, or specification are given by either part, products shall be equal to the sample patterns or specification. If a standard of performance is specified, products shall be capable of such performance. If the purpose for which the goods are required is indicated in the Quotation, either expressly or by implication, then products shall be fit for that purpose.

b. Use or destination of goods that are not specifically written in the Quotation or in the User Manual are not permitted and not covered by warranty and service declared or purchased by the Customer (ref. also to point 7 for Warranty coverage).

c. REDshift grants Customer a non-exclusive license to use the Software for a specific Product, and for internal purposes in accordance with documentation provided. Third-party license terms included with such documentation will take precedence over these license terms.

d. Reverse engineer, reverse compile, reverse assemble of Software, modify or translate Software, copy Software onto any public network, distributing it is always not permitted and prosecutable by law.

e. Customer will use Products in accordance with the Specifications, instruction for use, labels provided, etc. The Customer is responsible for ensuring that the way that it uses Products complies with all applicable laws and regulations.

5 – Pricing.

a. Prices are related to the described Product and/or Service and do not include VAT. Unless otherwise stated, the following are counted separately: training or training, transport and delivery, travel costs, food and accommodation of REDshift staff, waiting times or delays due to force majeure. All other costs relating to activities specifically carried out by third parties are not included.

b. If there is any error or omission in the Quotation, the Company reserves the right to amend the Quotation price. This clause applies even if it has been accepted by the Customer. In this case the Company will emit a new updated Quotation.

c. Price differences between Quotations issued in different times, but for the same products may be due to increases in costs and/or changes in other manufacturing or raw material acquisition.

6 – Training & First Installation.

a. A first installation/training could be included in the final Quotation, in alternative training costs are displayed separately in details and clearly identifiable. It is responsibility of the Customer to ensure that training can be completed without any interruption on the mutually agreed date. The Company reserves the right to charge the Customer extra costs incurred by the Company by virtue of interruption, including travel costs and related expenses.

b. If the first installation or the training is not included, products delivered need to be installed by the Customer or other trained personnel identified by the Customer. In this case, any other costs for training not referred in the Quotation or that could come later, are not covered by REDshift.

c. If the Customer requires a training or installation on REDshift products (only) and this is not agreed upon in the Quotation, it will be quoted separately and will be subject of a new Quotation by the Company.

d. The Customer is fully responsible to ensure that the configuration of the facility, adjacent rooms and laboratory are structurally complete and fully operative, both from architectural. Including the completeness of spaces, plumbing, gas and electrical connections. All the necessary instruments need to be installed and operative. Any other parts inherent to the working area, related to the environment or to the instrument must be foreseen, even not specified within the Quotation. Any obstacles or operational impediments may lead to the lack of completeness of the expected service, or the inability to provide it completely. The Customer is fully responsible for any necessary co-ordination services and to realize the installation at its best.

7 – Warranty.

It solely refers to products manufactured and provided by REDshift. A standard warranty duration set to 1 (one) year that begins from the products consignment. We reserve the right to extend the period to 15 (fifteen) months when first installation

and training are carried out following the arrival of the goods at final site and it cannot be foreseen by the Company. In this case, warranty year begins from the date signed in the Service Report. Please ask to support@redshift.it for more information about your application terms and expiration.

REDshift warrants hardware Products against defects in materials and workmanship and that the Product conform to technical Specifications told.

a. Warranty includes the main mechanical and electrical parts that are essential for the proper instrument operation, whose deflection can cause a stop on instrument working performance. REDshift does not warrant that the operation of Products will be uninterrupted or error free.

b. During the Warranty period the Customer should give notice in writing to the Company of any faults or defects in the instrument, not being defect or failure due to design made furnished or specified by the Customer. Then provided that the fault or defect is not due to improper use of the product by the Customer, the Company shall, at the option of the Customer and with all possible speed, either by sending replacement parts, or instructions for repair or replace the affected product without any additional Customer's costs.

c. The Customer shall, as soon as discovering any such defect or failure, return the defective products or parts to the Company, at REDshift's expense, unless it has been agreed between the parties that the necessary replacement or repair will be carried out by the Customer at its site with the direction of the Company. If REDshift is unable, within a reasonable time, to repair or replace the affected Product(s), Customer will be entitled to a refund of the purchase price upon prompt return of the Product(s) to REDshift.

d. Goods under warranty returned to the Company in a defective or faulty state must be well packaged. Please keep safe the original packaging materials for at least 1 (one) year from the arrival of the instrument. With this you can pack properly the instrument for warranty return avoiding damages during the delivery. On returned goods, parts damaged for poor packaging of the Customer are not covered by Warranty. For further information please refer to clause no. 9d.

e. Warranty does not include parts subjected to routine, programmed maintenance and consumable parts. All those components depend on the standard operation set up by the Customer. Please write to support@redshift.it to a detailed and updated listing of consumable and replacement parts.

f. In case of Software application, REDshift warrants that it does not fail to execute its programming instruction due to defects in materials and workmanship when properly installed and used on the hardware designated.

g. Warranty does not cover defects resulting from: inadequate environments; unsuitable association of instruments; improper or inadequate maintenance, installation, repair or calibration performed by Customer or a third-party not authorized by REDshift; Customer or third-party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specification for the product; abuse, negligence, accident, loss or damage in transit; improper site preparation.

h. The warranties in these terms are exclusive, and no other warranty whether written and oral, is expressed or implied. REDshift specifically disclaims the implied warranties of merchantability, fitness for particular purpose and non-infringement.

8 – Additional Warranty, Service and Maintenance.

Extended warranty and services can be provided on request, and they are based on a separated Quotation.

a. Warranty extension can be provided at the time of goods purchase only. This is a general warranty extension for additional 12 or 24 months after installation or delivery, as referred on point 7. Warranty extensions does not include parts subjected to routine, programmed maintenance and consumable parts. All those components depend on the operativity set up by the Customer. Please write to support@redshift.it to ha a detailed and updated listing of consumable and replacement parts.

b. Service and maintenance can be provided also on a secondary basis and can be renewed multiple times on Customer request.

c. Product relocation is an Additional Activities charges. Product moved to another location is subject to availability. Customer is responsible for removing any products not eligible for Service to enable REDshift to perform Additional Services. Additional charges may be incurred for any extra work caused by other products.

d. Any service and warranty agreement do not cover any damage, defects or failures caused by use of non-REDshift products, site conditions that do not conform to REDshift specifications or neglect improper use, fire or water damage, electrical disturbances, transportation, work, or service intervention on Products in an environment which poses a potential health hazard to REDshift employees or subcontractors.

e. Information regarding applicable Service cancellation charges is available upon request. Customer may delete Product under a Service agreement or may cancel a Service agreement upon sixty (60) days written notice.

f. Customer may not assign or transfer a Service agreement without REDshift's prior written consent. Any attempted assignment or transfer without such consent will be void. As conditions to such consent; -the assignee or transferee must agree in writing to the applicable REDshift Service terms; - REDshift may require that a Product included within a Service agreement is in good operating condition; and -REDshift may impose applicable charges in connection with the assignment or transfer.

9 – Delivery Time.

Delivery time of the goods depends strictly on the type of products, whether it is a standard or a customized good specifically made for that Customer.

a. Any date or time indicated in the Quotation represents an estimate that does not commit raw materials and resources. Upon confirmation of this Offer, the Company will try to satisfy this estimate by communicating the certain date of delivery for the product, its non-execution will not give the Customer any right of cancellation and will not make the Company responsible for any loss or damage as an indirect result Customer. Delivery terms indicated in the Order Confirmation sent to the Customer will also consider planning, production and testing sessions, and it does not include any third-party delivery time which the Company is not responsible for.

b. For custom products, please refer to the delivery time established in the Quotation. The declared timing is confirmed with the delivery date starting from the date on which the Order is sent by the Customer to the Company and the Company is effectively aware of it. The delivery date may be subject to change if time passes from the Quote to the final Order. Delivery date may also change if the project is still being defined and the Company needs confirmation on the project or on several phases of it by the final Customer, also after sending the order confirmation. Any type of penalty can be applied to this type of Contract.

10 – Terms of Delivery and Transport.

Products are properly packed and secured in such a manner to reach their destination in good state under the normal conditions of transport.

a. Products will be delivered to the place specified in the Order and confirmed in the Order Confirmation.

b. The Customer should examine the outer box received immediately and reject or accept with reservation to the carrier in case of evidence in outer damaging. The Customer must also examine products immediately after delivery. The Company will not be liable for any mis-delivery, shortage, defect or damage unless the Company receive details in writing within 3 (three) calendar days from the date of the arrival of goods.

c. In the event of damage or loss during transport, if transport is organized by the Customer, it is the Customer's responsibility to notify the courier of the damage and proceed with the reimbursement. Nothing is due by the Company in case of damage during transport organized by the Customer with third-party companies. If the transport is organized by the Company, it will initiate a dispute with the third-party transport supplier company and will proceed to repair or replace the damaged product at its own expense. The Customer must promptly notify the Company of the damage or loss as referred to in point 10b; compliance with the notice deadline, in addition to relieving the Customer of the damage suffered, allows the Company to contact the courier within a reasonable time to be able to report the conditions and state of the goods at destination and activate the necessary measures to remedy the loss suffered. The conditions referred to in clause 10b must be respected even when the delivery has been made by the Company's carrier.

d. On returned goods for Warranty, repair or replacement, properly pack them in a good manner with original boxes to guarantee a safer transit. If damage occurs due to improper packaging, the Company will give a written notification of such damage to the Customer. The damage due to inappropriate packaging is totally at the cost of the Customer, REDshift will quantify it. In case of appropriate packaging, but a damage occurs during transport of the returned goods, the Company will notify the carrier and initiate the necessities steps for a reimbursement procedure.

11 – Property and Risk.

a. Notwithstanding delivery and/or training or products, title in any products supplied and/or installed will remain with the Company until the Customer has paid and discharged all indebtedness to the Company on any account whatsoever including all applicable sales taxes, levies and duties. Any payment made by or on behalf of a Customer that is later avoided by the application of any Statutory Provisions will be deemed not to discharge the Customer's indebtedness and such in an event the parties are to be restored to rights each respectively would have had if the payment had not been made.

b. The risk towards any product supplied and/or training passes to the Customer at the time of delivery, who will declare the conformity of the goods after verification, noting that there are no damages or defects mentioned in Warranty clauses 7a, 7b and Transport clauses 10b and 10c ..

c. The Customer acknowledges that if he is in possession of any products supplied and/or installed, he holds such, solely as a fiduciary bailee for the Company until the payment has been made in full to REDshift as described in clause 13.

12 – Responsibility.

a. The Company is responsible for damage or loss caused to the Customer only if and to the extent provided for by these Terms.

b. If the responsibility of the Company is ascertained, in compliance with the following provisions, this responsibility is limited to one amount equal to twice amount envisaged under

the Contract. In case of continuous service contracts, liability will be limited to double the amount due in the last three months. The liability will not exceed the maximum amount of € 20.000,00 (EUR).

c. If the responsibility of the Company is ascertained, this will be obliged to compensate only for direct damage or loss, which will not include in any case: financial losses, loss of production, loss of turnover and/or profits, loss of revenue, loss of business opportunity, loss of goodwill, loss of business reputation, economic loss or any indirect decrease in value of products or sums that would have been included in the costs of the services if the task had been carried out correctly.

d. The Company is responsible only for those activities carried out under its responsibility. The Company is not responsible for correctness of the information received from third parties, unless it has been explicitly stated in writing that this information has been evaluated by the Company and validated as correct.

e. The Company is not subject to a confidential contract with the acceptance of the Order by a Customer. This type of actions must be carried out with a specific contract and are not subject to these Terms and Conditions except for the normal observance of the rules of confidentiality and correctness (reference to clause 15).

f. In case of damage or loss caused by carrying out the assignment or direct consequence of it, the Customer undertakes to compensate the Company towards any claims made by third parties, against which the Company cannot resort to these Terms and Conditions. In this context, "Third Party" term includes the personnel employed by the Customer and other persons used by the Client to carry out his activity.

The Customer is obliged to pay compensation to the Company, only to the extent that the Company may also avail himself of the exemption or limitation of liability towards the Customer.

g. The Client refunds the Company towards any claim and request for damages made by third parties, regarding the recommendations, reports, projects, drawings and similar provided by the Company and disclosed to the third parties by the Customer, with or without the consent of the Company.

h. Customer is fully responsible for any damages or loss suffered by the Company caused by contamination of the supplied equipment or by improper packaging of the equipment to be delivered to any possible final Customer or back to the Company for warranty, as well as of the damage or loss derivatives.

i. The Company is not liable to the Customer for violations of third-party rights or legal provisions in force outside of Italy, unless such rights and provisions have not been communicated by the Customer to the Company in writing before the conclusion of the Contract.

j. Damages or losses must be notified to the Company in writing as soon as possible, but at the latest within 3 (three) weeks of their detection. Damages and losses not reported to the Company in writing and not proved are not refundable, unless the Customer proves that he has not been able to report the damage or loss at previous time.

k. The limitations of liability of the Company included in these Terms and Conditions are not applied if the damage or loss is caused by intent or gross negligence (in the sense of intentional default) of the Company or his management.

13 – Payment.

a. Prices exclude any applicable sales, value added or similar tax payable by Customer.

b. Payments due to REDshift are to be made, without retention, within the term fixed in the invoice issued to the Customer by the Company.

c. Payment will be considered done when the funds are cleared in the Company's nominated bank account.

d. If the Customer fails to make payment according to the established terms, the Company will have the right to: - charge late payment interest at the rate of 10% per annum on all overdue amounts (including costs resulting from late payment and other amounts generated), interest will be calculated daily starting from the payment due date; -the parties agree that any amount so calculated is not a penalty, but rather an accurate pre-estimate of the damage that the Company incurs for a late payment. -Payments received from the Customer must be credited in the following order: payment for the products and services rendered, late payment interest resulting from late payment and finally payment for any goods, services or other charges payable upon specific request of the Company for costs incurred and due to late payment; -claim from the Client all costs relating to any action taken by the Company to recover debts owed by the Client, including any legal fees and disbursements for the intervention of a lawyer; - cease all remaining work to be carried out by the Company under the contract existing between the parties, and terminate any agreement in relation to the delivery of materials which have not been delivered prior to the Customer's default; -request cash payment upon delivery or partial payment until the total cost of the product is reached.

14 – Results.

The provisions of the first paragraph of this clause apply without prejudice to intellectual and industrial property rights of the results which are always attributed to the Company. Without prejudice to the intellectual and industrial property rights of the results which are always attributed to the Company and to the products sold by it, with the exception of third-party rights and due compliance with the provisions referred to in point 16.

a. The Company has the right to use the results from the assignment for his own business or for third parties free of charge, without prejudice to the provisions regarding confidentiality in clause 15.

b. The Company has the right to use, free of charge, for its own business the knowledge and experience, calculation methods, computer programs and experimental working methods deriving from the execution of the Contract or to allow their use also to third parties (including the Customer), unless the development of this knowledge itself constitutes the direct purpose of the development of the tool by the Company.

15 – Confidentiality.

The Customer will use the Quotation presented by the Company, as well as the related knowledge and ideas, for the sole purpose of evaluating his or her interest in assigning the assignment. These provisions also apply to proposals for amendments and additions and/or extensions to the Contract.

a. Both parties are required to strictly observe the confidentiality inherent to the information received from the other party or from another source within the Contract. The information is to be considered confidential if classified as such by the party who provided the information or if such confidentiality is inherent in the nature of the information.

b. These present Terms and Conditions do not include or substitute any confidential agreements that may be drafted between the parties. An agreement must be evaluated and drafted between the Customer and the Company that will protect and mark other information exchanged as confidential not prior related to this Contract.

c. The Company will not disclose to third parties the results deriving from the performance of the assignment given by the Customer.

d. The confidentiality obligation set forth in this clause is not applicable to data or results that: - they are generic, meaning they do not specifically refer to the management of the business performed by the Customer and/or his activities. - they were already in possession of the Company; - they are generally known and/or may become generally known, without this being the consequence of any unlawful or negligent action from the Company; - have been obtained from the Company legally by a third party or through a search conducted by the same Company, without having used data or results not accessible to third parties; - have been, or are considered non-confidential, following consultation with the customer; - must be disclosed pursuant to the law or a regulation based on it; - are available to the public.

e. The confidentiality obligation will not be applied: - if the Company, as a consequence of the disclosure to third parties of the results of the assignment by the Customer, deems it necessary to provide explanations to third parties; - if the confidentiality contravenes provisions of law; - in the case of inspections in the context of internal or external audits, for the maintenance or renewal of accreditation of certification schemes for products and management, personnel and inspection systems; - in case of transfer of the results of conformity assessment to Accreditation and Control Agencies, which provide for this request for the maintenance of accreditation or qualification; - in the presence of danger to people or things. If possible, a consultation on the above, will take place in advance between the Customer and the Company.

f. At the Customer's request, the Company will keep confidential the name of the Client and the activities carried out.

g. The Customer is bound by the secrecy regarding company information, the confidentiality of which is defined or should reasonably be known by the Client. The Customer also imposes the obligation to maintain the confidentiality of personnel, or third parties appointed by him.

h. REDshift process non-sensitive personal data about identifiable individual directly or indirectly, relating to the Customer and its employees, agents, subcontractors, including but not limited to names, telephone numbers, emails. REDshift store and use Customer Data in accordance with the 679/16 GDPR EU statement for privacy policy (ref. clause 22).

16 – Patents and Inventions.

a. The Company is not required to ascertain the patent rights of third parties or the possibility of registering patents. Only the Company is authorized to apply for a patent for an invention process or product in his name and at his expenses.

b. Notwithstanding the provisions of this clause 16, the Customer has the possibility to request the patent only if he has received prior written consent from the Company. In this case, the Customer will guarantee to the Company a free license concerning the use of the invention for his own and third parties' purposes.

c. The Customer will also reimburse to the Contractor the sum that the latter is obliged to pay to the inventor according to the law or conditions employment.

d. The Company and the Customer are required to exchange information on the results that they consider to be patentable as soon as possible.

e. As part of the patent applications, in accordance with the provisions contained in this clause 16, the Company and the Customer will provide mutually support all necessary cooperation, to a reasonable compensation of costs.

17 – Ownership and Disclosure of Documents.

a. Reports, suggestions, projects, sketches, drawings, models, etc. used for the Quotation and/or for the performance of the

Company and/or included in the recommendations or results are and remain the property of the Company.

b. In absence of prior written consent from the Company, as regards the Company's documents, such as reports, recommendations, projects, sketches, drawings, models and the like, the Client is not authorized: - to disclose them or allow them to be consulted by third parties; - to use them or to allow others to use them to make claims, initiate judicial proceedings or for hiring purposes; - to use the name of the Company in disclosing part of the documents issued by the Company or for the purposes referred to in the previous point.

18 – Force Majeure.

a. The Company will not be liable for any failure or delay in supply, delivery or training where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storms or tempest, earthquake or other natural disasters, vandalism or riot, civil commotions or accidents of any kind (each an "Event of Force Majeure"). The Company will be suspended until the Event of force Majeure ceases to cause the failure or delay (as the case may be). The Customer will not be relieved of any obligation to make payment to the Company regardless of any party being affected by an Event of Force Majeure.

b. The Customer hereby irrevocable grants to the Company its agents and servants an unrestricted licence, without notice, to enter premises occupied by the Customer to identify and remove any of the product the property of the Company or which the Company has a Security Interest in, in accordance with these Terms and Conditions without in any way being liable to the Customer or any person claiming through the Customer. The Company will have the right to sell or dispose of any such products removed or otherwise in its sole discretion and will not be liable for any loss occasioned thereby.

c. The Company licences the Customer to install the products if appropriate. If the products are affixed to other materials the totality thereof will be the sole and exclusive of the Company until payment as defined in clause 13 has been made in full to the Company unless the other materials or part thereof are or is the propriety of a part or parties other than the Customers in which case the totality thereof will be deemed to be owned as tenants in common with such other party or parties in shares corresponding to the respective amounts paid or payable by the Customer in respect of such other party or parties.

19 – Termination, Interruption, Extension of the Contract.

a. In the event of: termination, interruption, extension or any other act made by the Customer for the Contract in place with the Company, decision taken must be communicated in writing within 60 (sixty) days by the Customer; the Company will take note of this by applying the will expressed.

b. If the Customer fails to comply with any of these Terms and Conditions being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purpose of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver, manager, receiver manager or administrator is appointed for any property assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, the Company may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately enter premises occupied by the Customer to recover possession of any

products not paid for in accordance with these Terms (ref. clause n. 13d) without in any way being liable to the Customer or any person claiming through the Customer.

c. The Customer will reimburse the Company for all costs and damages or losses resulting from termination, cancellation or termination of the Contract by the Customer, without prejudice to the right of the Company to take legal action.

d. If the assignment is cancelled, the Company will charge the Customer for cancellation costs, if the cancellation: -take place after 2 (due) weeks from the order acknowledgement: 50% of the order amount; - takes place a week before the delivery of the Order: 90% of the order amount.

e. In any case, the Company has the right to terminate the Contract if an interruption of the Customer continues for more than 6 (six) months, without being obliged to pay the Customer any compensation. The effective date of the interruption is the date of the letter of the Customer or of the Contracting Party with whom the interruption is announced or, in the absence, the date of the letter, email or any other document which shows the interruption, including no answer received from issues or questions reported by the Company, that stops the Order development or Contract release.

f. In case of delay or extension of the work included in the Contract, the Company may charge additional costs if the causes of delay or extension cannot be attributed to the Company.

20 – Express Resolution Clause.

a. Without prejudice to the provisions of the previous articles, the Contract will be deemed automatically terminated pursuant to and for the purposes of art. 1456 from the Italian Civil Code, if the Customer is in default of even one of the following obligations placed on him in these Terms and Conditions.

b. The automatic resolution will also operate in the hypothesis in which the execution of the same obligations should result not timely or not appropriate, as well as in case of liquidation of the Customer, of bankruptcy or the initiation, against him, of other insolvency procedures. This is without prejudice to the Company's right to promote appropriate actions for full compensation for damages incurred as a result of the Customer's conduct. In such cases, any claim of the Company towards the Customer will be immediately payable and payable in a single solution.

c. The provisions of paragraph a of this clause, concerning the right to terminate the contract, will not be applied if the non-fulfilment against the Customer is of minor importance.

21 – Law of the Contract.

The Contract shall be governed and construed and take effect in all respects in accordance with the Italian laws. The Customer agrees that these Terms and Conditions will be construed in accordance to the Laws of Italian government, and the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in Italy applying the Italian Laws.

a. Any dispute between the Customer and the Company, in any case concerning the interpretation validity, effectiveness or execution of the Company will be assigned exclusively to the jurisdiction of the Court of Padua.

b. The Italian laws exclusively to any contract concluded with the Company, with the exception of the provisions of international conventions such as the United Nations Convention on Contracts for the International Sale of Goods, insofar as they do not contain mandatory rules of law.

22 – Privacy (art. 13 Reg. EU 2016/679 – GDPR)

a. The Company complies with the current privacy regulatory laws n. 13 of 2016/679 (identified also as European GDPR). Customer and any other counterparty will be informed about the use of data concerning himself. The processing of personal data is permitted with the express consent of the interested party, except for cases provided by the law.

b. Personal data are processed within the normal activity of REDshift Company for administrative-accounting and commercial purposes: - fulfilment of tax and accounting obligations; - commercial and administrative customer management (customer administration, contracts, orders, order confirmations, shipments, invoices and reliability and solvency checks); - management of suppliers (administration of contracts, orders, arrivals, invoices and selection of them in relation to the needs of the Company).

c. The recipients or categories of recipients to whom the Company interfaces, may be companies, organizations or external persons that perform activities strictly connected and instrumental to the management of the commercial relationship such as: -credit institutions; -consultants and freelancers, individuals and associates.

d. Personal data will be stored for a maximum duration of 10 (ten) years from the conclusion of the Contract.

e. The interested party has the right to obtain from the Company, the confirmation that personal data is being processed or not, and in this case has the right to: - obtain access to personal data, requesting its correction or cancellation, or its limitation of the processing or to object to their treatment by the Company; - to receive in a structured format, of common use and readable by an automatic device, data concerning him and he has the right to transmit such data to another data controller (data portability), - to be informed of the existence of an automated decision making, including profiling; - if express, withdraw the consent at any time without prejudice to the lawfulness of the treatment based on the consent given prior to the revocation; - propose a complaint to the supervisory authority (Privacy Guarantor:

<http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/4535524>). At any time the Customer can - without any formalities (by e-mail: redshift@legalmail.it or telephone: +39 049 5996388) - exercise the rights referred to in the above European Regulatory by contacting the Company.

f. Without the processing and communication of data due for the prescribed purposes, products and/or services requested, in whole or in part, cannot be provided to the interested party. The provision of personal data for sending Newsletters is optional, but the refusal to provide it, will prevent you from proceeding with that service.

g. For further information on any subject of privacy or in the event that you wish to exercise the rights in being to you, withdraw the consent or other acts concerning your privacy, write an email to redshift@legalmail.it or call the phone number + 39 049 5996388. In case of violation, the Customer has the right to lodge a complaint with the competent Control Authority.

23 – Translation.

In case of discrepancies between Italian *Terms and Conditions* and the other translated versions, the Italian version will prevail.

24 – Entry into force.

Present Terms and Conditions of Quotation and Sale are entered into force from 1 September 2024.

ANNEX I
WARRANTY EXTENSION & ADDITIONAL SERVICE CONTRACTS

	Contract Warranty (12 months)	Warranty Extension (24/36 months)	Yellow Basic Cover (+1Year)	Orange Full Cover (+1Year)
	Only available with instrument/accessory purchase		Available with instrument purchase, renewable. Applicable during warranty period, or after warranty expiration.	
Services included in the selected plan				
Preferential response (contract-level)	-	√	√	√
Remote support	-	√	√	√
Remote technical service	-	-	√	√
Same day remote repair, when possible, or programmed in case of sent parts to the Customer	-	-	-	√
On-site Service				
On-site repair visit (travel and labour included)	-	-	1	√
Parts required for repair*	-	-	√	√
Consumable parts required for repair	-	-	-	-
Maintenance Services / Premium Services				
Onsite preventive maintenance (travel and labour included)	-	-	-	(1)**
Routine maintenance parts kit	-	-	-	√
Priority response (next business day response)	-	-	-	√
Consumable parts	-	-	-	-
Aggiunta Pacchetto PHARMA				
Compliance and Software Services				
Operational Qualification (OQ)	-	-	√	√
Requalification after major repair (RQ/IPV)	-	-	√	√
Software qualification (IQOQ only if 21 CFR part 11)	-	-	√	√

* Mechanical and electrical parts essential for proper instrument operation (faults and defects proper of the instruments see more at chapter 7)

** One intervention is always provided before the end of the contract if there was any on-site assistance during the year-contract provided.