

1 GENERAL TERMS AND CONDITIONS

Any special condition different from the present General Terms and Conditions have to be agreed in writing between Parties.

Art. 1 Definitions

SEPACK LAB: Sepack Lab S.r.l. p.iva: 14996171006 - C.F. 02312400183, with his representatives, with registered office and operative headquarters in Montebello della Battaglia (PV), Via Gramegna, 4.

Applicant: the other Party, as identified above in the offer, who undersign the contract with SEPACK LAB and agrees the present terms and conditions.

Contract: this contract, consisting in the offer and the attached present general terms and conditions, which form an integral part of the Contract.;

Offer: The commercial Offer which the present general terms and conditions are attached, the offer contains the detail of the services, the duration, the compensation ed terms for payment.

Service: services of analysis, testing, inspection, sampling, monitoring, better detailed in the Offer and rendered by SEPACK LAB under the present Contract.

Part: SEPACK LAB and Applicant together.

Art. 2 Object of the Contract

SEPACK LAB hereby agrees to supply the Applicant with the Services as agreed upon and in accordance with the terms and conditions provided in the present Contract and with specifications better described in the Offer. Any modification to this Contract will only be valid if done in writing by Parties.

Art. 3 Duration

The Contract will be in force from the date of the signing and will last for the time necessary for the execution of the Services as better detailed in the Offer. Safe for different agreement by Parties, the analysis will start within terms agreed at the moment of the delivery of the sample, SEPACK LAB will guarantee the proper storage of the sample itself.

Art. 4 Compensation

The Applicant will pay SEPACK LAB for the Services in accordance with stipulations as set in the Offer according to terms and conditions set therein.

Art. 5 SEPACK LAB's Obligations and Warranty

SEPACK LAB warrants that its Services will be performed with proper instruments and by skilled technical analysts in a good and workmanlike manner and agrees to reperform any work not in compliance with this warranty brought to its attention within a thirty (30) days time from the execution.

This is the only warranty concerning the services, and is made expressly in lieu of all other warranties, express or implied, including any warranties for defects and/or of fitness for a particular purpose, or otherwise.

Art. 6 Applicant's Obligations

Applicant shall provide to SEPACK LAB, within the terms agreed by Parties, all the necessary documentation, samples and any other materials requested by SEPACK LAB for the proper executions of Services. Any delay in execution of the aforementioned obligation will determine a delay in the terms of Service delivery by SEPACK LAB. Samples delivery: Safe for any different express agreement by Parties, any material to be analyzed will be delivered to SEPACK LAB laboratory by Applicant itself or by a duly authorized representative. SEPACK LAB decline any liability inherent to sampling modality, shipping and delivery of the sample till the moment of the arrive at SEPACK LAB laboratory.

Art. 7 Responsability

LAB SEPACK LAB shall be responsible for the full and proper performance of the Service according to terms and conditions of this Contract.

Safe for mandatory limits of law, SEPACK LAB will be responsible only for damages directly caused by willful intent and/or gross, with the express exclusion of any damage caused by Force Majeure or due to circumstances beyond its reasonable control.

Parties expressly agree that any damage related to performance or non-performance by SEPACK LAB, or in any manner related to this Contract, for any and all claims, shall not in the aggregate exceed 10% (ten percent) of the fees and expenses paid by Applicant to SEPACK LAB for this Contract. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and SEPACK LAB compensation for the Services reflects such allocations.

Art. 8 Intellectual Property and Know How

Under the present Contract no SEPACK LAB intellectual property is assigned to the Applicant. In addition, SEPACK LAB shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the Services.

Art. 9 Employees, consultants and subcontractors

SEPACK LAB will operate autonomously to provide the Services directly with own employees, long-term consultants, qualified third parties or assign Services to sub-contractors who operate in compliance with UNI CEI EN ISO/IEC 17025 regulation. With the Undersign the present Contract the Applicant declare to accept and expressly authorize the subcontract.

*Art. 10
Confidentiality*

During the course of SEPAK LAB Services for Applicant, each party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, and is identified by the discloser as confidential ("Confidential Information"). In connection therewith, the following subsections shall apply:

The Confidential Information of the discloser may be used by the receiver only in connection with the Services.

Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Access to the Confidential Information shall be restricted to SEPAK LAB (including subcontractors' employees or any third party involved by SEPAK LAB in the performance of the Contract whom Confidential Information are released in compliance of the provisions of the present clause) and Applicant personnel engaged in a use permitted hereby.

The Confidential Information may not be copied or reproduced without the discloser's prior written consent. In the case that a Party consider to release other Party Confidential Information, if allowed to do so, it shall provide prompt notice.

All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the discloser, unless the receiver is otherwise allowed to retain such Confidential Information.

Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement;

Either party receives a validly issued administrative or judicial order requesting Confidential Information of the other party, it shall provide prompt notice to the other of such receipt. The party receiving the order shall thereafter be entitled to comply with it to that extent permitted by law.

Any Applicant Confidential Information not received from the Applicant itself (complaints, authorities, entities) shall remain confidential between Applicant and SEPAK LAB. SEPAK LAB shall maintain confidential the source of such information and shall not release it to the Applicant, to that extent permitted by source itself.

*Art. 11
Termination*

It is expressly agreed between Parties that SEPAK LAB will be entitled to terminate this Contract with immediate effect, according to article 1456 of Italian Civil Code, by giving written

notice of termination, Whenever the Applicant does not fulfil or seriously violates the one or more obligations listed in Art. 4. Compensation, Art. 6. Applicant's Obligations, Art.8 Intellectual Property and Know How, Art. 10. Confidentiality.

Either party may, upon giving written notice identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement unless the party receiving the notice cures such breach within the fifteen (15) days' period.

*Art. 12
Court and Governing Law.*

This Agreement shall be governed by and construed in accordance with the laws of Italy.

Any dispute concerning the execution, interpretation, performance or termination of this Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan.

*Art. 13
Code of Business Conduct and Ethics*

SEPAK LAB is committed to conduct its business in an ethical way according to legal principles, transparency, honesty and fairness, in line with the general professionalism provisions required to test end tune laboratories as for regulation UNI CEI EN ISO/IEC 17025:2018, as well as the prevention of the crimes prevention listed in the Decree 2001 n. 231.

SEPAK LAB has adopted a Code of Ethics ("Codice Etico") which is a statement of corporate values and the rights, duties and responsibilities applicable to all applicants with whom SEPAK LAB is doing business. The Code also establishes ethical standards and rules of conduct that guide the behaviour and activities of those who are dealing the Firm, such being their directors, auditors, employees and its external partners.