



COMPANY GENERAL CONDITIONS OF SUPPLY

Company General Conditions of Supply are made up of the following Exhibits:

- 1- Exhibit A – Terms of Sales
- 2- Exhibit B – Installation Information
- 3- Exhibit B continued – Installation Report (SAT)
- 4- Exhibit C- Test certificate and Warranty (FAT)

EXHIBIT A **TERMS OF SALE**

- 1) Terms. These Terms apply to the sale and delivery by Company to Customer of the Products as specified in the applicable Purchase Agreement. The Agreement is expressly limited to these Terms and the Purchase Agreement, and any and all terms or provisions submitted by Customer which add to, conflict with, or otherwise modify these Terms or the Purchase Agreement are expressly rejected.
- 2) Definitions.
 - a) Company: Dallan America Corp. a company selling the Manufacturer's Products
 - b) Manufacturer: Dallan Spa, an Italian company that designs, manufactures and sells machineries of various kinds, with registered office in Castelfranco Veneto, Via per Salvatronda 50
 - c) Products: machinery or equipment produced by the Manufacturer in accordance to the Customer's requirements and details in the Technical Specifications of the Purchase Agreement.
 - d) Profile: the object obtained from the Products.
 - e) Software: set of computer programs developed by the Manufacturer and embedded in the Products supplied to the Customer including possible storage media, explanatory material and any other related documentation provided in written or electronic form, as well as any modified version, update and improvement of the programs' original version.
 - f) Purchase Agreement: the written notification with which the Seller confirms the Customer's order and accepts to supply the Products upon the terms agreed therein, to be sent via fax or email and which must be signed by the Customer.
- 3) Product Specifications.
 - a) Drawings for acceptance and technical specifications or modifications. The drawings approved by the Customer must be received by the Seller within three (3) days from the date on which the Customer has received these from the Seller via fax or email. Customer must provide Company with specifications, requested modifications and drawings, as required by Company, for Company to provide customized Products or parts thereof. Construction of customized Products or parts thereof shall commence only after such specification, documents and/or drawings have been received by Company.
 - b) Customer will provide any accessories, complementary profiles or other components intended to interoperate with the Products in order to verify their compatibility within one (1) week of execution of the Order Confirmation.
 - c) It is the responsibility of the Customer to ensure the Profiles, any requested specifications or modifications, comply with safety and other applicable laws, rules and regulations.
 - d) Variants. Any requests for specifications or modifications made after the Effective Date must be agreed to and quantified in a separate writing signed by both Parties.
- 4) Shipping and Delivery.
 - a) Unless differently stated in the Purchase Agreement, the Company will ship the Products within three (3) weeks from positive testing at Supplier's premises, unless otherwise specifically agreed in writing during the testing by the Parties.
 - b) The Company shall make commercially reasonable efforts to meet the Customer's requested delivery schedules for the Products. However, shipments may be delayed for many reasons beyond Company's control.
 - c) The Customer shall be liable for all applicable federal, state and local sales and use taxes.
 - d) The scheduled Shipment Date is an estimate and is subject to filling prior orders and delays caused by strikes, accidents or other causes beyond Company's control. Customer's acceptance of delivery time from the shipper shall constitute a waiver of any



- claim for delay.
- e) If Customer is delayed in sending processing indications, technical data or other preliminary instructions necessary for the proper production of the Products, or is late to provide the downpayment, or if Customer requests modifications to the Products, agreed to by the Parties, after the Effective Date of this Agreement, the anticipated shipping date will be rescheduled by the Company as applicable.
 - f) The Customer is always obligated to accept delivery and/or partial delivery of the Products, and also when the Products are consigned before the delivery date or after such date. If the Customer does not accept delivery, it shall in any case pay all fees and costs due upon delivery, as if delivery has been made. All expenses and charges arising in relation to such refusal (e.g. stocking) shall be paid exclusively by the Customer. The Company may store the Products on Customer's behalf, at Customer's risk, liability and sole expense, for a maximum period of three (3) month. The Customer will also pay the Company a penalty equal to 0.5% of the value of the Products for each week of delay, starting from the day established for delivery, without prejudice to the right to claim further damages. If it becomes necessary for Company to store the Products beyond the two (2) month period, the Customer will pay up to USD 1,000 per month. The Customer represents that it has obtained the permits, licenses and authorizations necessary for importing the Products. In the event further authorizations are necessary, delivery will be automatically delayed to accommodate the time needed to obtain such authorizations. The Customer will have no right to any compensation and/or reimbursement for delays or failure to export and/or deliver due to the absence of, or delays in obtaining, import/export authorizations, permits or licenses, and/or arising from any restrictions imposed by the Customs authorities.
 - g) Company packs the Products with polyball and protection tape. Other kinds of packaging, if requested or required by Customer, shall be charged separately.
- 5) **Testing.** Unless differently stated in the Purchase Agreement, the Customer shall participate in testing of the Products within seven (7) days of notification from Company that the Products are ready for testing.
- a) Test materials
 - i) The Customer shall furnish adequate quantities (as agreed upon by the Parties) of test materials which must be of high quality, without defects, appropriate for the complexity and intended use of the Profile and Products, and received at the Manufacturer's premises. After signing the Profile drawings and in accordance with the Company instructions and timing, the testing materials shall be shipped under DDP Castelfranco Veneto (TV), Italy delivery term as per Incoterms 2010 ICC. The delivery address is: Dallan Spa, Via per Salvatronda 50, 31033 Castelfranco Veneto (TV), Italy. Before arranging the shipment of test material the Customer shall send the draft of the shipping documents to Company for approval.
 - ii) The composition of the paint and /or primer strip on pre-painted coils must not contain abrasive elements such as silicon, etc.; it must be resistant to abrasion to be suitable to the forming process, and it must have suitable flexibility to accept the bending radii indicated in the drawings.
 - iii) The strips and coils must have a tolerance of +0/-0,2 mm in width and +/- 0.02 in the total thickness (in any case less than 10% of the thickness). The quality of all the materials used for manufacturing, packaging or assembly of the Products shall be suitable to grant the quality of the final Products as well as the full functionality and continuous operation of the Products.
 - iv) The Customer shall also send, as test materials, all materials involved in the packaging or assembly of the Products, such as stripping devices, protective films, woods for the stacking, hooks, caps or other accessories which shall be assembled or used with the Products.
 - v) After the testing at the Manufacturer's premises the Customer may request the return of any unused coils. The costs for the return of unused coils shall be paid by the Customer. The coils shall be shipped under FCA Castelfranco Veneto (TV), Italy delivery terms as per Incoterms 2010 ICC.
 - vi) During the testing, the width or the thickness of the material, or other technical specifications of the material, might change with respect to the theoretical sizes indicated in the signed drawings. Company recommends Customer only purchases a small quantity of material for the initial testing before buying bigger quantities for the standard production.
 - vii) **To be considered only in case of roll-forming lines for rolling shutters or venetian blinds.**
 - (1) *For some kinds of Profile, such as rolling shutters or venetian blinds, the result (intended as Profile) might change according to the raw material producer or the kind of product/painting applied to the material. The functionality is granted only for a single type of material intended as one producer and one color and one thickness. For pre-painted aluminum, reference is made to EN 1396. For additional materials, intended as different producers, colors or thickness, some variants and adjustment might be required and the related feasibility and costs shall be evaluated and quantified on a case-by-case basis by the Company. The Company/Manufacturer shall store a sample of each type of coil supplied for the testing. Any subsequent assessment of Product functionality shall refer to the quality of the material used for testing and to the results obtained during the Test at the Manufacturer's site.*
 - (2) *The customer shall send material for testing at the Manufacturer's site from two (2) different suppliers but of one*



quality of aluminum alloy and of one color.

b) Testing Procedures

- i) Unless differently stated in the Purchase Agreement, when the Products are ready for Testing, Customer shall be alerted and Customer shall be expected to attend the Testing within seven (7) days of such notification. The Products will be tested in the presence of the Customer's technicians. Whether or not Customer in fact attends, the Products shall be tested after 10 days from the notification that the Products are ready for testing.
- ii) Upon positive testing, the Customer shall sign the Test and Warranty Certificate (attached as Exhibit C hereto).
- iii) In the event of failing to obtain a positive test, Company will repeat the testing. The new date to repeat the Testing shall be agreed upon by the Parties.
- iv) Any changes or modifications required as a result of the Testing should be carried out before shipping and will require sign-off by both Parties. If the change will cause a delay in shipping, alternative options, such as making the change during installation, may be discussed and agreed upon.
- v) All quality checks on the Products will be carried out throughout this phase.
- vi) For tolerances reference is made to ISO 2768-m and EN 10162 for metal profiles including closed and seamed profiles.
- vii) In the case in which the Products are able to produce a Profile of variable dimensions, or if the Products can be set up in such a way as to produce multiple Profiles, testing shall be carried out on a maximum of three (3) variants (for example, shelves with different widths or doors with parametric dimensions). Each Profile will be tested with one material type only and, if more than one thickness is indicated in the Company's drawings, the test will be carried out with a maximum of two (2) material thicknesses. Further tests required by the Customer, during testing at the Manufacturer's premises or during installation at the Customer's premises, will be separately invoiced, with a base cost of \$5,500 per additional variant, material or thickness.

6) Installation

- a) The installation and start-up of the Products will be carried out by the Manufacturer's and Company's personnel together with the Customer's personnel.
- b) Unless differently stated in the Purchase Agreement, the costs for the Manufacturer/Company's technicians' room and board are at the Customer's expense. If additional Manufacturer/Company technicians are required or the Manufacturer/Company's technicians have to stay longer than the above mentioned days, the Company will send an offer to the Customer indicating the extra costs to be invoiced separately. If the extra time or technicians are needed due to Manufacturer/Company's fault then the extra costs will be at their expense.
- c) Installation and start-up shall be performed only after the Customer has notified the Company that the requirements provided in Exhibit B (Installation Information) have been completed correctly, and after Customer has notified Company in writing that Customer has received all the materials necessary for the production of the Profile.
- d) At the end of Installation the Customer shall sign the Installation Report as provided in Exhibit B, which will indicate the time required to carry out such operation. If Customer's technicians handle the install, Customer shall sign the Installation Report, which will indicate the time required to carry out such operation and the names of the related technicians. Upon signing the Installation Report, Customer's responsibility for use of the Products is transferred from the Company to the Customer, except that, in the case of installation done solely by the Customer, responsibility for use of the Products is transferred from the Supplier to the Customer at the time of shipment. The Customer can only use the Products after signing the Installation Report without reservation.
- e) Customer agrees that it is completely responsible for the installation location and for compliance with all applicable laws, rules and regulations concerning workplace safety and the Customer shall indemnify the Company against any liabilities which might arise out of Customer's installation and Customer's personnel involved in any other aspect of the services.
- f) At the end of the installation and start-up, Customer authorizes the Company to collect photos, documents (including safety devices) and/or samples of profiles/products made with the Manufacturer's systems.
- g) Installation shall be carried out using the same materials used for Testing. For each installation request to be done on different materials (different producer, colour or thickness) the Company shall provide the related cost estimate separately.

7) Training

- a) Unless differently stated in the Purchase Agreement, Company shall provide five (5) days of training to two (2) of Customer's



employees at the Manufacturer's location in Italy. Such training shall be carried out during the Testing of the Products. The Company provides the training in Italian or English. If the Customer needs the training to be conducted in a different language, Customer should use an interpreter at its own cost and expense.

- b) The Customer's employees are trained as "Reference Technicians." The training as a Reference Technician covers the use of the Products, scheduling of production changeover, and maintenance. The Customer's employees who are trained at the Manufacturer's premises as Reference Technicians shall have adequate technical qualifications in order to be trained on the Products' operation. The Customer's employees shall have to comply with all security policies and procedures of the Manufacturer. If Customer requests Training be conducted at Customer's premises, the Customer shall receive a cost estimate from the Supplier's sales office.

8) Ownership and License.

- a) All data, information, documents, materials, supplies and equipment ("Customer Materials") provided by Customer to Company in connection with this Agreement shall be and remain the property of Customer. Customer retains all intellectual property rights in such information and materials. Company is granted no right or license to use such information or materials except as follows: Customer hereby grants to Company a royalty-free, non-exclusive, revocable, nontransferable, non-sublicensable, limited license to use the Customer Materials as appropriate solely to develop and deliver the Products and Profile.
- b) Customer represents and warrants that any and all Customer Materials provided by it to Company, is the rightful property of Customer or Customer has full right to supply such items to Company. The Customer further represents and warrants that the Profile obtained using the Products does not infringe third party intellectual and industrial property rights. The Customer undertakes to hold harmless and indemnify the Company from and against any actions undertaken by third parties claiming intellectual property infringement by the modifications to the Products required by Customer, or by the Profile.
- c) Customer agrees that, as between Company and the Customer, Company shall have sole and exclusive ownership of, and all right, title, and interest in and to, the Company Materials, including all modifications and enhancements of the Products (including ownership of all copyrights and other intellectual property rights), subject only to the rights expressly granted to the Customer under this Agreement. This Agreement does not provide the Customer with title or ownership of any Company Material, but only a limited right to use the same solely upon the terms expressly set forth in this Agreement. "Company Materials" means all software, updates, and other documentation provided by, or on behalf of, Company to the Customer including Company manuals, programs, and all files, reports, analysis, data, and other materials and information provided through or as part of this Agreement.
- d) Conditioned on Customer's full payment of all fees due hereunder, Company hereby grants Customer a license to use all intellectual property rights in the Products and Profile free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of them as intended. All other rights are reserved.
- e) Software License. Company's proprietary computer programs and software, including possible storage media, explanatory material and any other related documentation provided in written or electronic form, as well as any modifications, updates and improvements ("Software") are incorporated and embedded in the Products and are necessary for the functionality of the Products.
 - i) For the purposes as contemplated herein and subject to Customer's full compliance with the terms and conditions set forth in this Agreement, Company grants to the Customer a non-exclusive, non-transferable, non-assignable, revocable, limited license for the life of the Products.
 - ii) The Customer acknowledges and agrees that the Software is licensed solely for the internal use of Customer's organization in the ordinary course of business. The Customer shall not replicate the Software (Customer may maintain one backup copy for recovery purposes). Customer agrees that under no circumstances will it modify, remove or tamper with any logo, sign or trademark of Company or the Manufacturer. The Customer may not use the Software for any other purposes, such as use it to provide services to other organizations, or integrate with other third party solutions or services, or any other such circumstances without prior written authorization from Company. Customer agrees to not make the Software, in whole or in part, available to any other person, entity or business; (c) sell, sublicense, lease, permit, transfer, copy, reverse engineer, decompile or disassemble the Software, in whole or in part, or otherwise attempt to discover the source code to the Software; or (d) modify, alter, integrate, combine the Software with any other software or services not provided or approved by Company. You have and will obtain no rights to the Software except for the limited rights to use the Software expressly granted by this Agreement.
 - iii) The Company will not be responsible for losses, damages or liabilities arising from any use of the Software that in any way differs from the permitted use for which it had been installed in the Products.
 - iv) Feedback. Company may use any reports, comments, ratings, reviews and suggestions in any form regarding the Services that Customer provides to Company (collectively, the "Feedback"). Customer grants Company a worldwide, non-exclusive,



irrevocable, perpetual, royalty-free right and license to incorporate and use the Feedback.

9) Payment.

- a) The Purchase Price and Payment Terms for the Products shall be as set forth in the Purchase Agreement.
- b) Customer shall be responsible for and pay, if applicable, (a) all taxes (excluding income taxes) arising out of the sale of the Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs, and (b) all fees and expenses incurred by Company in connection with the delivery of Products. Any amounts due shall not be subject to offset or reduction for any reason. The Products will not be shipped until payment for the Products and shipping is made in full.
- c) Interest and finance charges will accrue on all payments over ten (10) days late, and will be charged at the maximum rate allowable by law, or at 2% per month, whichever is less.
- d) If payment is past due for thirty (30) days, the Company may, after notifying the Customer in writing, suspend the Agreement, including technical assistance activities and the supply of spare parts, until all payments, including any accrued interest, are made.
- e) If payment is past due for ninety (90) days, the Company may, after notifying the Customer in writing, terminate the Agreement, and attempt to sell the Products to another customer. Any attempted sale or actual sale to another customer would not relieve Customer of its payment obligations, costs and expenses accrued hereunder.
- f) In the event Customer fails to make timely payment, Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Company in collecting such amounts.

10) Confidentiality.

- a) The Parties agree that the Products incorporate confidential information and know-how of the Company and of the Manufacturer. Except as otherwise permitted in this Agreement, as required to enforce the terms of this Agreement, or otherwise authorized by Company, Customer agrees to treat the Product Technology (as hereinafter defined), data, materials, information, drawings, diagrams, designs, research, technical specifications, software, procedures, models, products and production processes, and the terms of purchase (together, the "Confidential Information") as confidential, and to use the Product Technology only as required in the use of the Products by Customer, and not to disclose the Confidential Information to any third party. Customer shall not reproduce, copy or use on its own account the Confidential Information furnished or disclosed, either directly or indirectly, without the prior express consent of the Company. Customer may not conduct any analysis, reverse engineering or any other activities aimed at obtaining information on the structure or technical characteristics of the Product (including automations, equipment and software) or of the Profile, done for example by using methods for the detection of roll-forming or cutting equipment in order to replicate the Products in whole or in part. The Customer may reproduce parts of the Products only for its own internal use; Customer may not under any circumstance sell or distribute those spare parts to third parties.
- b) If Customer is required to produce any Confidential Information by order of any government agency or regulatory body, subpoena or by law, its release of the required Confidential Information will not constitute a violation of this provision, provided the Customer provides the Company with prompt notice of the requirement and cooperates, at the Company's sole cost, in efforts to protect the Confidential Information.
- c) Notwithstanding the foregoing, the confidentiality obligations set forth in this Section shall not apply to any information which
 - i) is publicly available without breach of this Agreement,
 - ii) is independently developed by the Customer outside the scope of this Agreement and without reference to or use of the Product Technology, or
 - iii) is rightfully obtained by the Customer from third parties which are not obligated to protect its confidentiality.
- d) If Customer shall attempt to use or dispose of any Customer Information or any of its aspects or components or any duplication or modification thereof in a manner contrary to the Agreement, the Company shall have the right, without the necessity of filing a bond or other security, in addition to such other remedies that may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.

- 11) Exportation and Other Regulations. Customer will at all times comply with any and all applicable export rules, regulations and laws governing the importation or export of the Products.



12) Representations and Warranties.

- a) Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a Party or by which it is otherwise bound; and (c) that it will perform its obligations or exercise its rights hereunder in conformance with all applicable laws, rules, regulations and guidelines.
- b) Warranty:
 - i) The Company represents that it will deliver Products in compliance with the specifications such that it may be used for the purposes as intended.
 - ii) For a period of twelve (12) months from the Testing completion date ("Warranty Period"), unless differently stated in the Purchase Agreement, the Company will at its sole discretion, replace, repair or furnish credit to the Customer for any Product or Product part that, in the Company's judgment, has a defect in material, including without limiting, production process, or manufacturing fault.
 - iii) The Customer, under penalty of forfeiture, shall promptly report to Company any non-conformities, problems or issues with the Products, providing the serial number or job number of the Products and also providing a written description of the problem within eight (8) days from discovery thereof.
 - iv) Warranty Limitations:
 - (1) Notwithstanding the foregoing, this warranty shall not apply for faults and defects due to normal wear and tear of parts and components or if the Products have been subject to unauthorized modifications or tampered with in any way, if the Products have been used in any manner that is not in accordance with its designated purpose, and if the Products have been subjected to misuse, abuse, improper installation, improper maintenance, use not in conformance with its rules and instructions, repairs or replacements without Company's assistance or without using original components or parts provided or manufactured by the Company/Manufacturer, etc. Company's liability is limited to the repair or replacement of Products or parts of Products provided by Company and not to incidental damage or expense caused by the alleged defect or anything related to a component part incorporated into or used in conjunction with the Products.
 - (2) Company shall not be responsible for Product faults and defects deriving, directly or indirectly, from drawings, projects, information, software, documentation, indications, instructions, semi-finished materials, components, other tangible assets or anything else furnished, indicated or requested by the Customer or by third parties that act on Customer's behalf.
 - (3) Furthermore, the Customer shall forfeit the warranty if it does not permit any and all reasonable inspections requested by the Company or if the Company requests return of a part and the Customer fails to return such part within sixty (60) days from such request.
 - v) The Company may also, at its discretion, repair the Products at its own location, at the Manufacturer's location or at Customer's location, either with Company, affiliate, or Customer personnel. Any personnel that work for or on behalf of Customer (i.e. Customer's affiliates or contractors) are considered to be Customer personnel for the purpose of this Agreement.
 - vi) All warranty repairs shall be decided and directed by the Company. If repairs are conducted at Customer's location, Customer agrees that it is completely responsible for the repair location and for compliance with all applicable laws, rules and regulations concerning workplace safety and the Customer shall indemnify the Company against any liabilities which might arise out of Customer's warranty repairs and improper conduct of Customer's personnel involved in the warranty repairs.
 - vii) The costs of warranty repairs shall be divided as specified herein.
 - (1) The Company shall pay the costs of the components to be replaced, the shipment thereof with consignment FOB agreed place of destination (including transport and insurance costs) or DDP Customer's site as per Incoterms 2010 ICC and repair labor. The Customer shall pay the travel, board lodging and insurance costs of Company's personnel, and also costs to guarantee workplace safety in accordance with applicable laws where warranty repairs are to be carried out. If requested, the Customer shall pay the costs of shipment of faulty components from the Customer to the Company with consignment FCA Customer's site as per Incoterms 2010 ICC. The cost of transport, insurance and duties in Italy shall be at the Company's expense. However, if the parts or components of the Products are actually working, the Customer shall pay all the aforementioned costs of both Customer and Company.
 - viii) Any modifications, repairs or replacements made to the Products by the Company shall not imply any extension of the Warranty Period. The warranty on parts repaired and/or replaced shall terminate upon expiration of the Warranty Period of the Products.



- c) Disclaimers. Customer understands and agrees that, other than as expressly stated in this section, the Products are provided on an “as is” and “as available” basis only, without warranty of any kind, and all express, implied or statutory warranties, conditions, representations, including but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, accuracy, timeliness, completeness, adequacy and non-infringement or warranty arising out of course of performance, course of dealing or usage or trade are excluded. Customer agrees that Company has made no agreements, representations or warranties other than those expressly set forth in this Agreement.

13) Technical Assistance.

- a) For all technical assistance requests, whether or not covered by Warranty, Customer shall notify Company with the serial number or job number of the Products and also provide a written description (with photos) of the problem that has occurred.
- b) The contacts to be used for such requests are:
 - i) sales@dallanamerica.us and Jeremy.bettinger@dallanamerica.us.

14) Limitation of Liabilities.

- a) EXCEPT AS OTHERWISE STATED HEREIN, COMPANY MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO NON-INFRINGEMENT, TITLE, PATENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION; ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY COMPANY AND WAIVED BY CUSTOMER. COMPANY'S REPRESENTATIVES ARE NOT AUTHORIZED TO ENTER INTO AGREEMENTS OUTSIDE THESE TERMS OR TO MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE PRODUCTS.
- b) In no event shall Company be liable for loss of profit, indirect, special, incidental, exemplary, punitive or consequential damages arising out of any breach of this Agreement or obligations under this Agreement. Without limiting the foregoing, Company shall not be liable for any damages caused by delay in delivery, installation or furnishing of the Products. Notwithstanding anything to the contrary contained herein, Company's liability under this Agreement shall in no event exceed the amounts paid under this Agreement for the Products that are the subject of any claim. The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, or tort (including, without limitation, negligence).

15) Indemnification.

- a) Customer covenants and agrees to indemnify, defend and hold harmless Company and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives (collectively, the “Indemnitees”) from and against any and all claims, demands, suits, liabilities, injuries, causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court costs and reasonable attorneys' fees (collectively, “Claims”), arising or resulting, directly or indirectly from (a) its use of the Products, (b) a breach of this Agreement, (c) breach of a third party's intellectual property rights, or (d) violation of any applicable law, rule or regulation.
- b) If Company or any other Indemnatee seeks indemnification from Customer pursuant to this Agreement, Company shall give Customer prompt notice of such Claim. Customer shall defend the Indemnitees from any such Claim at Customer's sole cost and expense using counsel reasonably acceptable to the Indemnitees and shall keep the Indemnitees informed as to the progress of the defense of any such claim or suit. The Indemnitees shall have the right to participate, at their own expense, with respect to any third party claim, demand, action or proceeding. The Indemnitees shall reasonably cooperate with the Customer in such defense at Customer's cost and expense. Customer shall have the right to control the defense and disposition; provided, however, that, if Customer assumes control of such defense and the Indemnitees reasonably conclude, based on advice from their counsel, that Customer and the Indemnitees have conflicting interests with respect to such Claim, Customer shall be responsible for the reasonable fees and expenses of counsel to the Indemnitees solely in connection therewith, except that in no event shall Customer be responsible for the fees and expenses of more than one counsel for all Indemnitees. Customer shall not agree to any settlement of such action, suit, proceeding or claim that does not include a complete and unconditional release of the Indemnitees from all liability with respect thereto or that imposes any liability or obligation on the Indemnitees, without the prior written consent of the Indemnitees

16) Ownership. The Products shall remain the property of the Company until Customer's complete payment of the Purchase Price.



Notwithstanding the foregoing, Customer does not acquire any property or proprietary rights in Software, technical data, know-how, processes, algorithms, code, users manuals, documentation, or applications incorporated, embedded, included or otherwise provided in or with the Products (referred to herein as "Product Technology"), other than the right to use the Product Technology with the hardware. The Company remains the exclusive owner of any intellectual or industrial property rights relating to the Product Technology and any and all trademarks represented by Company's name, logos, and product names. The Product Technology is protected by patent, copyright and trade secret laws. Customer shall not copy or duplicate, remanufacture, translate, reverse engineer, decompile, or disassemble, nor shall Customer permit any other person, to copy or duplicate, remanufacture, translate, reverse engineer, decompile, or disassemble, all or any part of the Products or other Product Technology, in any manner, in order to replicate the Products in whole or in part or for any other purpose. Customer will not remove any labels, data plates, and/or codes attached to the Products.

17) General.

- a) Termination. Either party may terminate this Agreement immediately upon written notice to the other Party if the other party commits a material breach of this Agreement, or if the other Party discontinues business, or becomes insolvent, or if any action relating to the bankruptcy or insolvency of the the other Party is instituted.
- b) Cancellation. Orders may not be cancelled after the order is received by Company (but prior to shipment by Company) unless Company consents in writing to such cancellation. Cancellation will be granted only on terms certain terms protecting Company against any loss resulting from such action and on such other terms determined by Company. At minimum, Customer will be liable for all cost incurred by Company through the cancellation date.
- c) Default; Remedies. The occurrence of any one or more of the following matters, and the continuation of the same for seven (7) days after Customer's receipt of written notice thereof from Company, shall constitute a default under the Agreement (a "Default"): (a) failure by Customer to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, (b) Customer's use of the Products in any way or manner that is not permitted herein, (c) the insolvency, dissolution, or liquidation of Customer, or the filing of a petition in bankruptcy by or against Customer or the adjudication of Customer as bankrupt, or any general assignment by Customer for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian, or similar officer by Customer; or (d) failure (or admission in writing of inability or unwillingness) by Customer to pay amounts due and payable to Company hereunder. In the event of a Default, Company may terminate this Agreement and avail itself of any and all rights or remedies available at law or in equity.

d) Force Majeure.

- i) Company shall not be liable for any delay or interruptions in performance under this Agreement, which is caused by any condition that is beyond the control of the Company, including, without limitation, strikes, riots, acts of terrorism, acts of God, failure of power, telecommunications or connectivity failure, computer malfunctions, restrictive governmental laws or regulations and unavailability of materials and goods used in the Products. Without limiting the foregoing, delivery dates constitute Company's best estimates, and Company shall not incur any liability to Customer in the event the Products are not delivered by the estimated delivery date.
- ii) The party claiming a Force Majeure event shall provide notice upon the occurrence of such event or as soon as reasonably possible thereafter, such notice to include the presumed duration and impact.
If the Force Majeure event continues for more than ninety (90) days, either party may terminate the Agreement upon notice to the other party. If a Force Majeure event prevents Company from delivering the Products to the Customer and Customer terminates per the provisions herein, Company will be entitled to keep any payments previously made by the Customer as partial reimbursement for the costs sustained by Company for developing the personalized Products for the Customer, as Customer will pay to Company any related costs incurred by Company through the effective date of termination.
- e) Notice. All notices, requests, consents, demands or other communications given by either party shall be in writing and shall be deemed duly given and received (a) upon personal delivery to the party to whom it is directed; (b) seven days after being sent by certified or registered mail return receipt requested, to the party to whom it is directed, postage and charges pre-paid; (c) one business day after being sent by express overnight delivery by a national carrier to the party to whom it is directed; (d) upon



being transmitted by facsimile to the party to whom it is directed so long as the sender retains the confirmation copy indicating that the facsimile was received by the party to whom it is directed; or (e) upon actual delivery followed by the sending of an acknowledgment of receipt if sent by electronic mail or any other electronic means (electronic mail or any other electronic means shall constitute a writing). All notices, requests, consents, demands and other communications shall be addressed to the parties at the addresses as provided in the Purchase Agreement. Either party may change its address for notice at any by providing notice to the other party in the manner set forth above.

- f) Assignment. Unless otherwise agreed in writing, the Products are intended and sold for the exclusive use of the Customer. Customer may transfer the Products and/or assign this Agreement only with the written consent of the Company, and any assignment without such consent shall be void. In the event the Company agrees to the assignment of the Contract, the Customer shall remain in any case bound to perform the duties assumed in the Agreement, and the Company shall thus keep its right of action against the Customer whenever the Assignee does not perform the duties provided for in the Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- g) Insurance. Each party shall be responsible for procuring and maintaining for itself and its employees all insurance coverages as appropriate for its business and required by Federal or State law, including workers' compensation insurance.
- h) Publicity. Other than as explicitly stated herein, neither party shall use the other party's names, symbols, trademarks, or other marks without the other party's prior written consent.
- i) Waiver. The failure of either party hereto to insist in any one or more instances upon strict compliance with the performance of this Agreement or to take advantage of any respective rights hereunder shall not be construed to be a waiver of such provisions or the relinquishments of such rights in other instances, but the same shall continue and remain in full force and effect.
- j) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York. The parties submit to the exclusive jurisdiction and venue of the state and federal courts within Kings County, New York for purposes of any suit, action or other proceeding arising out of, or relating, to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- k) Expenses and Attorneys' Fees: In the event any action is brought to enforce any provision of the Agreement or to declare a breach of the Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.
- l) Binding Agreement. This Agreement shall be binding upon both parties and upon their respective executors, administrators, successors, and assigns.
- m) Severability. In the event that any provisions hereof shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed that such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall remain in full force and effect.
- n) Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services in any manner. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto.
- o) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity other than the parties, their licensors, and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
- p) Advice of Counsel & Authority. Each party acknowledges: (a) having fully read this Agreement in its entirety; (b) having had full opportunity to study and review this Agreement; (c) having been advised that all parties have the right to consult and should consult independent counsel respecting their rights and duties under this Agreement; and (d) having had access to all such information as has been requested. The individuals, corporations or entities entering into this Agreement represent and warrant



that they are competent and capable of entering into a binding contract, and that they are authorized to enter into this Agreement on behalf of the parties.

- q) Interpretation. Section headings are for reference only, and shall not be construed as substantive parts of this Agreement. Each capitalized term used in this Agreement (including any schedule or exhibit of this Agreement) shall have the meaning attributed to it in any part of this Agreement (including any such schedules or exhibits).
- r) Survival. All provisions which by their terms contemplate survival shall survive the termination or expiration of this Agreement regardless of the cause of such termination.



EXHIBIT B

INSTALLATION INFORMATION

The Customer is responsible for all masonry works, for labor in general, the execution of pits and their protection, for handling, connections with other machines and also for devices for the collection of work cycle liquids, fumes, scrap material, exhalations and fluids that derive from the processing.

The Customer shall be responsible for the involved work places and their conformity to applicable laws concerning workplace safety and environmental laws and the Customer shall indemnify the Supplier against any cost, charge or damage which might arise from the improper behavior of the Customer's personnel.

The Products are delivered packaged and the Customer is responsible for unloading, unpacking and siting thereof as per the layout that will be furnished during the test phase at the Manufacturer's site. Unless otherwise agreed in the Installation section of the Terms of Sale, the Products must be left on the ground in order to check the alignment and connection by the Manufacturer/Company's technicians.

During the Installation, the presence of the Customer's personnel is always necessary. The Customer's personnel, upon request of the Manufacturer/Company's personnel, shall perform all the handling of loads necessary for completing the Products' Installation.

To unload the roll-forming machines, iron bars must be inserted in the holes provided in the structural steelwork, using ropes as indicated in the operating guide. If separate from the roll-forming machine, the Combi units must be handled using the eyebolts provided as indicated in the operating guide. The punching machines must be unloaded using the eyebolts provided as indicated in the operating guide.

The floor on which the Products are to be installed must consist of concrete slabs with an average thickness of 20 cm reinforced with 8-mm diameter electro-welded mesh. The Products must never be installed on a ceiling or mezzanine floor.

In the absence of different instructions from the Manufacturer/Company, the temperature of the location in which the Products will be installed must at all times be between 15° and 35° Celsius degrees.

The Customer must connect the Products to an electrical system fitted with a circuit breaker with differential suitable for inverter calibrated between 0.3A and 1 A (destination Italy with three-phase TNS power supply system).

The technical specifications regarding voltage refer to a 3P+N+TNS/TT, 400V – 50Hz system. Different voltages and frequencies must be indicated in writing in the order. The supply voltage must be stabilized with a maximum fluctuation of +/- 10%. Refer to the EN 60204-1 standard of 2006, as amended. As indicated on the rating plate of the electrical cabinet, the electrical system of the Products are able to withstand a short-circuit current of 10kA. The Customer must set up an electrical system to connect to the Products fitted with a circuit breaker suitable for the short-circuit current indicated. Furthermore, in case of laser cutting lines or machines, the Customer shall set up an additional separate electrical connection in order to feed the laser generator and chiller constantly.

The connection to the control panel of the Products shall be done by the Manufacturer/Company's personnel. Company reserves the right to make related on-site inspections. Unless otherwise agreed in the Installation section of the Terms of Sale, the Products can be powered only by Manufacturer/Company's technicians.

The compressed air supply must be filtered, without humidity and with a pressure of between 607 and 810 kPa (corresponding to 6/8 atm). The connection of the Products with compressed air power shall be performed by the Customer's personnel.

The hydraulic control unit is furnished without hydraulic oil. The Customer is required to procure such oil prior to installation as indicated in the operating guide.

At certain points, plant sound level may be 80dbA or higher. The Customer and/or end user must provide the necessary hearing protection measures (where necessary) as required by law.

It is necessary that the Customer prepares a wireless LAN data for the Products with access to a broadband Internet connection to enable the Manufacturer/Company's software engineers to connect for remote assistance.

If the Products embed a laser unit, the Customer is responsible for verifying the local valid norms on explosive atmospheres. In case the Products have to be modified to accomplish the above-mentioned norms, the required modifications will be at the Customer's expense.



Furthermore, the Customer is responsible for verifying the local valid norms on the emissions into the atmosphere. If the Products have to be modified to comply with such norms, the required modifications will be at the Customer's expense.

In case of machines including laser, the Customer shall check that the conditions of the area which the Products are installed comply with local provisions in force concerning explosive atmospheres. If modifications of the Product shall be requested in order to adapt it to the above indicated provisions, such modifications shall be carried out by the Customer.

EU REFERENCE STANDARDS


For destinations outside the EU, any local reference standards must be indicated by the Customer. Alignment with such standards is excluded from the value of the supply and will be calculated separately (*to be considered case by case*)



**EXHIBIT B continued
INSTALLATION REPORT**

DALLAN		SAT - SITE ACCEPTANCE TEST	
PROJECT DATA			
CUSTOMER'S DETAILS		Contract Ref.:	
DAM Customer		Dallan America - contract ref.: _____ +POS _____	
Dallan Harris Internal Job order N.		Dallan Harris Internal Order Description	
DAM Job Order		DAM order description	
INSPECTION CHECKLIST:		<div> <div>AREA</div> <div> <div>Safety</div> <div>Process</div> </div> <div>Conformity</div> </div>	
A.1	Emergency stop and safety switch installed according and working.	=	
A.2	Safety devices (i.e. limit switches used to control safety protection, optical barriers) have been correctly installed and are properly working (i.e. dangerous movement stop when the safety devices are activated). Photos of devices have been taken (with the r/f of the switch of the door)	=	
A.3	Protection installed according to layout and working. Photos taken.	=	
A.4	Plate with machine serial number	=	
A.5	Installation of the Product completed and well executed	=	
A.6	Check of the Product setting and controls	=	
A.7	Check of the Product functionality	=	
A.8	Check of Product capacity as per our Contract	=	
A.9	Check of Profile compliance (profile, haler, etc) as per our Contract	=	
A.10	Technical training completed	=	
B TEST RESULT			
PASS		Result	
P.1	SAFETY: During the service the Product was started-up and all SAFETY prescriptions were complied. <u>PRODUCT (MACHINE) CAN BE STARTED</u>		
P.2	PROCESS: Productivity of the Product (Machine) and Profile are in accordance with the contract.		
NOTE:			
<p>After installation by the Company's personnel, the Customer states that the Product is in accordance with the above mentioned contract. The Customer is responsible for keeping the Product in proper and safe conditions according to the laws concerning safety on working places and environment in the Country of installation. Underwriting the general SAT, the Customer is responsible for the product use according to the laws concerning safety on working places and environment in the Country of installation. The Reference Technician got all instructions on the correct use of the Product, on its correct and regular maintenance and on the checks to be done during the production for the correct working of the Product. The keys and the manual released under the utilization of the Product were given to the Reference Technician. The Customer confirms that the conformity with the test specifications was checked and approved.</p>			
CUSTOMER'S REPRESENTATIVES		Date	Signature for THE CUSTOMER
DALLAN AMERICA REPRESENTATIVES		Date	Signature for DALLAN AMERICA
TRAINED CUSTOMER'S TECHNICIANS		Date	Signature of the Customer's Technicians

EXHIBIT C

 FACTORY ACCEPTANCE TEST				FORM: FAT-1 <small>Rev. 05/17/03/2023</small> FAT CLIENTE	
CUSTOMER'S NAME		PROJECT DETAILS			
#N/D		CONTRACT REF.			
R. OBJECT OF THE CONTRACT #N/D					
A	FAT INSPECTION CHECKLIST		Conforme / COMPLIANT si / YES N.O.		Comentarios / COMMENTS
	A.1 Check of Product's functionalities (machines/tooling)				
	A.2 Check of profiler compliance (profiler, hauler, etc.)				
B	FAT RESULT		Conforme / COMPLIANT si / YES		Comentarios / COMMENTS
	B.1 The Product (i.e. Machine/Tooling) passed the test				
C	POST FAT ORGANIZATION, AS PER SIGNED CONTRACT		Validado / CONSIDERED si / YES N.O.		Comentarios / COMMENTS
	C.1 Testing material to be delivered to the Customer				
	C.2 Training already to be done at the customer's premises				
	C.3 Payment				
	C.4 Packaging				
	C.5 Shipment				
	C.6.1 a Arranged by:				
	C.6.2 a Delivery Address:				
	C.6.3 a Scheduled Date:				
	C.7 Start-up				
	C.7.1 a Installation Report/SAT:				
	C.7.2 a Scheduled Date:				
	C.7.3 a Material to prepare for installation:				
	C.7.4 a Tools to prepare:				
	C.8 Warranty period				
<p>The undersigned, after starting and testing the above mentioned Product, declares that the Product forming the subject matter of the test, taken as a whole and individually, comply with the production specifications agreed in the above confirmation of order.</p> <p>The Customer therefore certifies the shipment of the Product and undertakes to make payments as per the order and/or order modification.</p> <p>In case the Supplier services and the starting of the Product, the Customer shall take responsibility of the installed working place and of their conformity to the laws concerning safety on working places and environment in the Country of installation and the Customer shall indemnify the Supplier against any cost, charge or damage which might arise from the wrong behaviour of the Customer's personnel.</p> <p>In case the Customer services and the start-up on his own, the Customer acknowledges that upon signing this document he takes over all responsibility for use of the Product in conformity to the laws concerning safety on working places and environment in the Country of installation.</p> <p>Upon signing this test certificate, the Customer accepts the methods and test items of this order and at the same time renounces any claim for indemnification or penalty that has been made in nullified.</p>					
D					
Technician Name		Date			
CUSTOMER'S Name		Date:			
E					
		NAME AND SURNAME		COMPANY	
E.1					
E.2					
E.3					
E.4					
F					
Dallan America Corp.		Customer			