DATALOGIC

GENERAL TERMS AND CONDITIONS FOR SALES OF PRODUCTS AND FOR PROVISIONS OF SERVICES

1. **APPLICABILITY.** Unless a written contract executed between the procuring party ("**Buyer**") and **Datalogic USA, Inc.** (directly or through any of its branches, or one of its Affiliates) ("**Datalogic**"), any purchase order covering the sale of any product ("**Product**") and the provision of any service ("**Services**") contained in any Datalogic offer will be governed solely by these terms and conditions ("**Conditions of Sale**"), whether or not the offer or these Conditions of Sale are referenced in the Buyer's purchase order ("**Order**"). Buyer's silence or acceptance or use of Products and/or Service is acceptance of these Conditions of Sale. Any Order placed by the Buyer for Products if and when accepted by Datalogic shall constitute a separate binding contract entered into by Datalogic and Buyer in accordance with and incorporating the Conditions of Sale and any relevant Datalogic quotation document or other document ("**Agreement**"). For purpose hereof "**Affiliates**" shall mean parents, subsidiaries, partnerships, joint ventures and any entity(ies) that directly or indirectly controls or is controlled by a party, or with which a party shares common control. A party "controls" another entity when the party, through ownership of the voting stock or other ownership interest of that entity, or by contract or otherwise, has the ability to direct its management.

2. **ORDER OF PRECEDENCE**. These General Terms and Conditions of Sale shall apply to all sales performed by Datalogic, unless otherwise expressly agreed in writing between the Parties. In the event of any conflict or inconsistency between these General Terms and Conditions of Sale and (i) any framework agreement, contract or other written agreement duly executed between the Parties, or (ii) the specific terms set out in the order or order confirmation, the provisions of such framework agreement, contract or written agreement shall prevail and, subordinately, the provisions of the order or order confirmation, to the extent of their specificity.

3. **ORDERS AND SPECIFICATIONS**. No Order placed by the Buyer shall be deemed to be accepted by Datalogic unless confirmed in writing by Datalogic within thirty (30) days from the receipt of the Order. Orders are subject to Datalogic's minimum order requirements, if any, and Datalogic's acceptance. Datalogic reserves the right to limit Order quantities for certain Products. Datalogic's Order acknowledgment and receipt will not constitute acceptance. Any additional or conflicting terms on an Order will not apply unless specifically agreed to in writing by Datalogic, and are expressly disclaimed by Datalogic. Any request from the Buyer to Datalogic for additional Products and/or for additional Services shall be deemed to constitute a new and independent Order. The quantity, quality, specifications and description of the Products shall be those set forth in Datalogic's quotation, if applicable, or in the Order (if accepted by Datalogic). The Products and Services specifications, sales literature, quotations etc. shall be strictly confidential and must not be disclosed to third parties. The Buyer is responsible to Datalogic for ensuring the accuracy of all data reported in the Order. The Buyer shall promptly give Datalogic any necessary information to enable Datalogic to fulfill the Order in accordance with the terms provided for in the Agreement.

4. **PRICE AND PAYMENT TERMS.**

   a. Payment terms are net thirty (30) days from the date of invoice. All payments must be made without set-off, counterclaim, withholding or other deduction. Datalogic reserves the right to require alternative payment terms, including, without limitation, a letter of credit or payment in advance.

   b. If Buyer is delinquent in its payment to Datalogic, then Datalogic may, in its sole discretion: (1) be relieved of its obligations, including without limitation, turnaround times, spares support and delivery lead times; (2) refuse to process any credit to which Buyer may be entitled; (3) set off any credit or sum owed by Datalogic to Buyer against any undisputed amount owed by Buyer to Datalogic; (4) withhold future shipments to Buyer or suspend the performance of Services; (5) declare Buyer's performance in breach and terminate any Agreement and cancel any order; (6) repossess Products for which payment has not been made; (7) deliver future shipments on a cash-with-order or cash-in-advance basis; (8) charge interest on delinquent amounts at a rate of four percent (4%) per annum above the European Central Bank discount rate, until full payment is made, or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on those custom products; (10) recover all costs of collection including, without limitation, reasonable attorneys' fees; (11) accelerate all remaining payments scheduled and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity and they may also be imposed by Datalogic, in its sole discretion, if any cancellation of an Order or termination of the Agreement or unperformed Orders under Clause 5 or 15, respectively, is in relation to non-compliance with the conditions set out in Clause 20 of these Conditions of Sale.

   c. Buyer shall purchase the Products and Services from Datalogic at the prices (the "Prices") set forth in Datalogic's price list in force as of the date of Buyer's Order, unless otherwise agreed between the Parties and approved with Datalogic's internal approval procedure. If the Prices should be increased by Datalogic before delivery of the Products to a carrier for shipment to Buyer, upon notice to Buyer, these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Datalogic on the basis of such increased prices.

5. **CANCELLATION**. Unless otherwise stated in these Conditions of Sale, either Party may cancel any Order or portion of an Order

by giving the other Party written notice if the other party becomes insolvent, files a petition of bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Furthermore, Datalogic may cancel an Order with immediate effectiveness upon written notice to the Buyer if Buyer (i) fails to pay an amount when due under the Order and such failure continues for ten (10) calendar days after Buyer's receipt of written notice of non-payment; or (ii) has not otherwise performed or complied with any of the terms of Order, in whole or in part or (iii) Datalogic becomes aware that the Buyer may not comply with the conditions set out in Clause 20 of these Conditions of Sale in relation to the current Order or a previous Order. Buyer may cancel any Order at no charge provided that the request for cancellation is received by Datalogic no less than thirty (30) days prior to the agreed upon delivery date. Datalogic may reject any request received from Buyer less than thirty (30) days prior to the agreed-upon delivery date, or apply a cancellation fee of 15% of the Order value for such request.

6. **DELIVERY AND SHIPMENT OF PRODUCTS.** Unless otherwise agreed in writing by Datalogic and Buyer, delivery terms are CPT – "Carriage Paid To" as defined in accordance with Incoterms 2020. Datalogic will schedule delivery in accordance with its standard lead-time unless Order requests an early delivery date and Datalogic agrees in writing to an earlier delivery date. Buyer will pay all transportation costs (including insurance and customs duties) and for any claims to be filed with the carrier. If Datalogic prepays transportation charges, Buyer will reimburse Datalogic upon receipt of an invoice for those charges. Datalogic reserves the right to impose additional charges for any special routing, packing, labeling, handling or insurance requested by Buyer. Title and risk of loss shall pass to Buyer as soon as the shipment has been delivered to the carrier nominated by the Seller at the agreed place of shipment at the origin. Datalogic reserves the right to impose a minimum order value.

   a. Datalogic may make delivery in instalments and may render a separate invoice for each instalment which shall be paid when due, without regard to subsequent deliveries. Each instalment shall be deemed a separate sale. Delay in delivery of any instalment shall not relieve the Buyer of its obligation to accept delivery of remaining instalments. Any delivery not in dispute shall be paid for on its due date, without offset defense or counterclaim and regardless of controversies relating to other deliveries or undelivered products.

7. **CONSIGNED PRODUCTS.** Buyer acknowledges that certain Products provided by Datalogic may be supplied on a consignment basis. In the event any Product is designated as consigned Products, then Buyer agrees to execute all documents provided by Datalogic necessary to effectuate the consignor-consignee relationship and, in addition to any terms and conditions of consignment, specifically agrees that Datalogic shall retain title to all consigned Products until such time as Buyer sells such Products to its buyers at which time title shall pass from Datalogic to the respective buyers. Buyer shall keep an accurate and current inventory and record of all consigned Products and shall permit Datalogic or Datalogic's representatives to inspect said records and said Products at any reasonable time upon demand.

8. **ACCEPTANCE.** Buyer shall be deemed to have accepted any Product unless it notifies Datalogic in writing of an any Nonconforming Products (as defined herein): (a) in the case of defects discoverable through inspection, 14 (fourteen) days after arrival of the shipment or (b) in the case of defects not discoverable through inspection, 30 (thirty) days after invoice date. "**Nonconforming Products**" means when and if the Product shipped is different per quantity and type than identified in Datalogic acceptance of the Order.

   a. In the case of Nonconforming Products, Buyer shall immediately notify Datalogic whether Buyer will continue to accept similarly Nonconforming Products. Acceptance of any Nonconforming Products shall constitute a waiver by Buyer of specification requirements for said Products. In any event, when the Product shall have been altered from its original state, Buyer shall be deemed to have accepted the product. Buyer's acceptance of Products tendered under this contract shall be final and irrevocable.

   b. Without prejudice of the foregoing, Services have been deemed to be accepted upon the completion of Services by Datalogic.

9. **WARRANTY.** Datalogic warrants that the Products delivered under these terms and conditions shall be free from defects in materials and workmanship under normal and proper use during the Warranty Period (as defined below). Repair or replacement of Product during the warranty does not extend the original warranty term. Products are sold on the basis of specifications applicable at the time of manufacture and Datalogic has no obligation to modify or update Products once sold. The warranty period starts from the date of shipment from Datalogic for the subsequent 12 (twelve) months unless otherwise stated by Datalogic for the specific Product at the time of purchase ("**Warranty Period**"). Notwithstanding the foregoing, consumable parts (such as batteries, and other components intended to be depleted during normal use) are covered by warranty for 180 (one hundred eighty) days commencing from the date of shipment from Datalogic, subject to the terms and conditions set forth herein. To the extent that any warranties from any third-party manufacturers or suppliers are still in effect with respect to any component and/or to the Product (to the extent that such rights are assignable and are not extinguished as a result of this Agreement), such warranties and all rights thereunder shall, without further action, be irrevocably assigned to Buyer effective as of the Delivery Date. Datalogic further agrees, at Buyer's expense, to enforce on Buyer's behalf such warranties that are, by

their terms, assignable by Datalogic, provided that Buyer shall pay in the first instance any reasonable out of pocket costs and expenses incurred by Seller in rendering such assistance.

If, during the Warranty Period, Datalogic determines that a Product has a Defect, Datalogic shall, at its sole option repair or replace the product without additional charge for parts and labor, or – whenever repair or replacement is not possible – give a credit for the defective Products duly returned to Datalogic. "**Defect**" means failure to comply with, or failure to operate due to noncompliance with, applicable Datalogic drawings or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Defect. Buyer must notify Datalogic (which notice shall be in writing sent by registered courier or mail) of the claimed Defect before the expiration of the Warranty Period and obtain from Datalogic a return authorization number for return of the Product to designated Datalogic service center. Buyer shall offer Datalogic the opportunity to investigate the claim and to inspect the allegedly defective Products. Failure to offer Datalogic such opportunity shall constitute acceptance by Buyer and waiver of all claims for Defects. The Products must always be returned within ten (10) days from the date of authorization issued by Datalogic. If Datalogic determines Buyer's claim is valid, Datalogic will repair or replace product without additional charge for parts and labor. To perform repairs, Datalogic may use new or reconditioned parts, components, subassemblies or products that have been tested as meeting applicable specifications for equivalent new material and products. Buyer will allow Datalogic to scrap all parts removed from the repaired product. Buyer shall be responsible for packaging and shipping the Product to the designated Datalogic service center, with shipping charges prepaid. Datalogic shall pay for the return of the product to Buyer if the shipment is to a location within the country in which the Datalogic service center is located. Buyer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other locations.

a. If Datalogic reasonably determines that a Defect does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, diagnostic and shipping charges.

b. Datalogic will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use that is improper or otherwise not in compliance with Datalogic's instruction; (2) Product alteration, modification or repair by anyone other than Datalogic or those specifically authorized by Datalogic; (3) accident, contamination, foreign object damage, abuse, neglect or negligence after shipment to Buyer; (4) damage caused by failure of a Datalogic- supplied product not under warranty or by any hardware or software not supplied by Datalogic; (5)any device on which the warranty void seal has been altered, tampered with, or is missing; (6) any defect or damage caused by natural or man-made disaster such as but not limited to fire, water damage, floods, other natural disasters, vandalism or abusive events that would cause internal and external component damage or destruction of the whole unit, consumable items; (7) use of counterfeit or replacement parts that are neither manufactured nor approved by Datalogic for use in Datalogic-manufactured Products; (8) any damage or malfunctioning caused by non-restoring action as for example firmware or software upgrades, software or hardware reconfigurations etc.; (9) loss of data; (10) any consumable or equivalent (e.g. cables, power supply, batteries, etc.) after the 180 day coverage period described above; or (11) any device on which the serial number is missing or not recognizable.

c. Datalogic has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Product. Upon Datalogic's request, Buyer will give Datalogic access to these records for substantiating warranty claims.

d. In addition to the representations, warranties and covenants set forth in this Section, Datalogic will also provide DOA (defined below) warranty repair or replacement, at Datalogic's sole discretion, related to Products provided that: (i) Buyer submits a DOA claim to Datalogic within thirty (30) days following the date of Product' shipment, (ii) the DOA Product is returned to Datalogic using its original packaging and in accordance with these terms and conditions and (iii) Datalogic independently verifies that the Product is defective on arrival. For purposes hereof the term "DOA" means a Product that is found to be defective within 30 (thirty) days following the date of Product' shipment.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. DATALOGIC SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY BUYER ARISING FROM DELAYS IN THE REPLACEMENT OR REPAIR OF PRODUCTS UNDER THE ABOVE. THE REMEDY SET FORTH IN THIS WARRANTY STATEMENT IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON DATALOGIC UNLESS SET FORTH IN WRITING AND SIGNED BY DATALOGIC'S AUTHORIZED REPRESENTATIVE. DATALOGIC'S LIABILITY FOR DAMAGES ON ACCOUNT OF A CLAIMED DEFECT IN ANY PRODUCT DELIVERED BY DATALOGIC SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT ON WHICH THE CLAIM IS BASED. DATALOGIC SHALL NOT BE LIABLE FOR DAMAGES RELATING TO ANY INSTRUMENT, EQUIPMENT, OR APPARATUS WITH WHICH THE PRODUCT SOLD UNDER THIS AGREEMENT IS USED.

10. **SERVICES.** Subject to the Buyers' responsibilities as set forth in this section, Datalogic guarantees to Buyer that (i) the Services

shall be performed in a proper workmanlike and professional manner at all times; (ii) Datalogic shall exercise the reasonable standards of skill, care and diligence in performance of the Services; (iii) Datalogic's personnel possess the required skills and experience required to provide the Services. Services means (i) Installation Service, aimed to install the Products; (ii) Out-of Warranty Service, aimed to support and maintain the Products, if applicable

a. All remedial work for enabling Buyer to use the Services and/or for any remedies as deemed necessary shall be carried out exclusively by Datalogic or its third-party subcontractors; in no event shall Buyer be entitled to carry out and/or to instruct a third party to carry out at Datalogic's expense any work.

b. Buyer shall be responsible (i) that Buyer shall ensure that access conforms to any specifications issued by Datalogic from time to time as well as shall grant, to the extent it is necessary, a secure VPN access to Datalogic's personnel; it being understood that for carrying out the Services, Datalogic does not need to access or process any personal data, therefore, Buyer represents and grants that the environment available to Datalogic for the purpose of the Services shall run and contain only anonymous data. If the environment contains any personal data, before allowing the access to Datalogic, Customer shall appoint Datalogic as data processor in accordance with a data protection agreement to be entered prior the performance of the Services and/or the access to the environment. In no event shall Datalogic be liable or accountable for activities, duties and obligations attributable to the Buyer as data controller as but not limited to the exercise of any data subjects' rights, setting up of particular security measures, as Datalogic will only cooperate using its best efforts in supporting the Buyer in such activities (ii) set up the site at which Products are installed in compliance with the specifications and requirements provided by Datalogic; (iii) to ensure that Datalogic's personnel or representatives are provided a safe and secure work environment at all times while they are on the site to enable work to be carried out; (iv) to provide to Datalogic sufficient information which, in Datalogic's reasonable opinion, enable the Services to be carried out forthwith and without interruption. Buyer shall be responsible for and bear the cost of any modification to the scope of the Services arising from any discrepancy, error or omission in any specification or other information supplied or approved by Buyer.

   Upon the successful installation of the Product, Datalogic shall issue an installation protocol to be signed by Customer. Should Customer not sign the installation protocol, this will not prejudice the successful completion of such activity.

   Provided that Datalogic provides Buyer with a return authorization number for return of the Product to designated Datalogic service center, then all costs related to the packaging and shipping of any defective Product shall be borne by Buyer.

   As long as the Buyer pays the Out-of- Warranty Services fee, Datalogic shall provide such Services in accordance with the service level and further terms and conditions set forth in a separate agreement.

Insofar as applicable, with regard to Installation Service, the Buyer must comply with the applicable Health & Safety regulations ("H&S Annex"), available on the Datalogic website at https://www.datalogic.com/eng/general-terms-and-conditions-for-sales-of-products-and-for-provisions-of-services-pa-9751.html

11. **EXCUSABLE DELAY OR PERFORMANCE.** Datalogic will not be liable to Buyer for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance; seizure or freeze of assets; delays or refusals to grant an export license or the suspension or revocation thereof; fires, floods, severe weather conditions; any other acts of God, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not or impending threat of any of the foregoing; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that Datalogic is actually delayed. If the inability to perform continues for more than sixty (60) days, either party may terminate the affected Agreement and cancel the affected Order by providing written notice to the other party.

12. **CHANGES.** Datalogic may, without notice to Buyer, incorporate changes to Products provided that such changes do not materially affect overall product performance. Any changes to the specifications requested by the Buyer shall be subject to a prior written agreement by the Buyer and Datalogic.

13. **OUT OF WARRANTY PRODUCTS.** For Products no longer covered by warranty services, Datalogic may offer billable repair services on products, provided such products are serviceable. Buyer acknowledges and accepts that for some older Products the repair may exceed the costs of manufacturing a new Product and Datalogic may decline to perform repair services. Upon Buyer's request for out of warranty services, Datalogic will evaluate the request of repair and shall provide, to the extent applicable and feasible according to the above, a cost-estimate for repairs, which will be on a time and materials basis.

14. **TERMINATION.** Unless otherwise stated in these Conditions of Sale, either party may terminate the Agreement or all unperformed Orders by giving other party written notice if the other party becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Furthermore, Datalogic, in addition to any remedies that may be provided under these terms, may terminate the

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Agreement or any Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due and such failure continues for ten (10) calendar days after Buyer's receipt of written notice of nonpayment; or (ii) has fails to perform or comply with any of the terms of the Agreement, in whole or in part (including the conditions set out in Clause 20 of these Conditions of Sale).

15. OBSOLESCENCE. To the extent applicable, should a Product be discontinued by Datalogic or become obsolete, Datalogic shall use reasonable commercial efforts to notify Buyer in writing at least thirty (30) days before the date when the Product or Service shall become officially obsolete ("Obsolescence Effective Date"). The obsolescence notice shall clearly state the Obsolescence Effective Date and shall provide the list of models and (if any) the related spare part and accessories whose availability will cease after such Obsolescence Effective Date. Buyer may purchase any obsolete Product and (to the extent Datalogic has authorized Buyer to purchase spare parts) any of its spare parts and accessories by placing a non-cancellable and non-returnable last buy order ("Last PO") until the Obsolescence Effective Date occurs. Delivery dates for any Last PO shall be limited to three (3) months from the Obsolescence Effective Date. Except as set forth in this section, Datalogic shall have no further liability to deliver, repair or replace any obsolete Product, including any related spare part or accessory after the Obsolescence Effective Date. Any deviation from the provisions contained in this section shall be agreed in writing and duly signed by the authorized representatives of the Parties.

16. **PROPRIETARY RIGHTS.** All Proprietary Rights in the Products, Work Product (defined below), software and all future modifications and variations made to the Products, are and shall vest only in Datalogic or its licensors including techniques and components of the development of software incorporated in any Product, unless otherwise agreed in writing and signed by Datalogic. For purpose hereof "**Proprietary Rights**" shall mean any intellectual property rights including without limitation: (a) patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, utility models, moral rights, topography rights, database rights and rights of confidence and all embodiments thereof, whether tangible or intangible in all cases whether or not registered or registrable in any country, for the full terms (including any extension to or renewal of the terms) of those rights and including registrations and applications for registration of any of these and rights to apply for the same; and (b) all rights and forms of protection of a similar nature or having equivalent or similar effect to any of those set out in (a) anywhere in the world. "**Work Product**" means all drawings, designs, simulations, inventions, or other materials developed as part of or related to a Product or Service by Datalogic.

    a. Certain Products may include software; therefore, the terms "sell" and "buy," and similar terms, as used in the Agreement with respect to any such software or documentation shall mean the grant to the final end user a non-exclusive, non-transferable limited license, without the right to sublicense, to use the licensed software in the ordinary and normal operation of the Products on which it is installed or with which it is intended to be used subject to the provisions of the relevant applicable end user license agreement. Buyer may not directly or indirectly make any effort to deconstruct the software provided, including but not limited to translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilation, or performing any other operation to obtain any portion of its contents.

17. **CONFIDENTIALITY.** All confidential or proprietary information of Datalogic, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Datalogic to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential, solely for the use of performing the Agreement and may not be disclosed or copied unless authorized in advance by Datalogic in writing. Upon Datalogic's request, Buyer shall promptly return all documents and other materials received from Datalogic. Datalogic shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain or (b) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. **PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION.** If an infringement claim is made against the Buyer alleging that a Product furnished under these Conditions of Sale infringes a patent or copyright of the European Union and/or the United States, Datalogic may, at its option and expense, (1) replace or modify the Product so that it becomes non-infringing; or (2) procure for Buyer the right to continue using the Product; or (3) require the return of the Product and refund to Buyer the including price paid less a reasonable allowance for use.

    a. Datalogic will defend or settle, at its sole option and expense, any action brought against Buyer alleging that a Product furnished under this Agreement infringes an issued patent, registered trademark, or registered copyright of a third-party. Datalogic will pay damages that are attributable to the infringement action and finally awarded by a court of competent jurisdiction against Buyer or agreed upon in settlement, provided that Buyer must: (1) notify Datalogic promptly in writing of the action and (2) provide Datalogic all reasonable information and assistance to settle or defend the action. Datalogic will not be responsible for any compromise or settlement made without Datalogic's prior written consent.

b. Datalogic will have no obligation or liability with respect to: (1) Products provided pursuant to Buyer's designs, drawings or manufacturing specifications; (2) Products used other than for their ordinary purpose; (3) claims of infringement resulting from combining any Product furnished hereunder with any article not furnished by Datalogic; or (4) any modification of the Product other than a modification by Datalogic. Because Datalogic has exclusive control of resolving infringement claims hereunder, in no event will Datalogic be liable for Buyer's attorney fees or costs.

c. Notwithstanding the foregoing, Buyer shall indemnify and hold Datalogic harmless from any claim, loss, damage, suit, liability, fees or expenses (reasonable attorney's fees) which may be suffered by Datalogic on account of: (1) the use of components or goods not supplied by Datalogic; (2) the modified Products which become infringing as a consequence of the modification; (3) the use of the Products in infringing combinations or systems or apparatuses; (4) the use of the goods in infringing processes; (5) Datalogic's compliance with specifications furnished by Buyer and (6) the use of the Products in association with third parties trademarks or distinctive signs.

19. **EXPORT CONTROL AND ECONOMIC SANCTIONS.** The Products, and related software, technology, services and technical data that Datalogic may deliver or disclose to the Buyer are subject to export control and economic sanctions laws and regulations, including, but not limited, those applicable in United States and European Union. Therefore, the Buyer undertakes not to sell, export, re-export, use, transfer or otherwise dispose of any such products to any destination, end-user or for any end-use except in full compliance with all applicable governmental requirement and export control regulations. The Buyer shall obtain all required licenses and approvals necessary to comply with any applicable law, including those pertaining to the export of the Products from the Buyer´s country. Datalogic may refuse to deliver Products to the Buyer where the Buyer is located or the Products have to ship in a country which the US Department of Commerce and/or the US Department of Treasury has placed an embargo or if Datalogic should determine in its sole judgment that performance is prohibited, sanctionable, or hampered as a result of any such changes to U.S., EU or other applicable export control and sanctions laws and regulations. In addition, to ensure compliance with all applicable economic sanctions and with specific reference to Article 12 *octies* of EU Regulation 833/2014, as amended, to the extent Datalogic is selling, supplying, transferring or exporting restricted items to a third country, the Buyer shall not directly or indirectly re-export such items to Russia or for use in Russia.

20. **COMPLIANCE WITH LAWS.** Both Parties shall comply with all applicable laws and regulations directly relating to the Products and the Datalogic specifically will comply with the EU directive on Waste Electrical and Electronic Equipment (WEEE) where the Datalogic is deemed a "Producer" as defined in WEEE.

    a. If the Buyer uses any Product within any Member State of the European Union, the Buyer agrees, at the end of such Product's useful life, to make available the Products for collection within UK, Spain, Germany, Italy, France, Netherlands, Slovak, or Ireland and to comply with Datalogic terms and conditions for return for those electrical and electronic equipment Products no longer in use.

    b. Datalogic shall not be liable for any breach of the Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action or decision taken by any competent authority in respect of the Agreement or any provision of the Agreement or if any provision of the Agreement is held to be void or unenforceable by such authority. Additionally, where necessary to comply with any relevant applicable law including any act or requirement of a competent authority or where the Datalogic for whatever reason has a regulatory requirement to make an amendment to this Agreement, Datalogic may modify this Agreement.

    c. The Buyer shall effect or secure and maintain at its own cost all necessary governmental permits, licenses, approvals and registrations required in connection with the execution or performance of the Agreement and the importation and resale of the Products.

21. **CORPORATE RESPONSIBILITY.** Buyer acknowledges and undertakes to be aware of the provisions of Legislative Decree no. 231/2001 and to comply with the principles contained in Datalogic's Code of Conduct, published on the website at www.datalogic.com, undertaking to receive any updates that may be published on the website. Furthermore, Buyer shall promptly inform Datalogic in writing with any decision to implement changes to its products or procedures which would have any material impact on its compliance with the Code of Conduct.

    Buyer therefore undertakes to behave in compliance with Legislative Decree no. 231/2001 and with the Datalogic's Code of Conduct, such as not to expose Datalogic to the risk of the application of the penalties provided for by the aforementioned Legislative Decree, as well as make it known and to make its partners, employees and collaborators who participate in the execution of the agreement comply with it.

    Buyer also undertakes to immediately notify Datalogic of the occurrence of events actually or potentially harmful to the Code of Conduct, or the occurrence of events that constitute non-compliance with the provisions of the Legislative Decree 231/2001.

    It is understood that the Buyer will indemnify and hold Datalogic harmless from any prejudice that may derive from the failure to comply with the provisions of Legislative Decree no. 231/01, as well as the Datalogic's Code of Conduct.

Failure to comply with any of the obligations indicated in the Legislative Decree 231/2001 or Datalogic's Code of Conduct shall constitute a serious breach of the agreement, with all the legal consequences, and shall therefore entitle Datalogic to terminate the agreement with immediate effect, without prejudice to the right of Datalogic to claim compensation for damages.

22. **LIMITATION OF LIABILITY. EXCEPT AS PROVIDED BY LAW, IN NO EVENT SHALL DATALOGIC BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF ANY PERSONAL DATA OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DATALOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT FOR WILFULL MISCONDUCT AND GROSS** NEGLIGENCE**, IN NO EVENT SHALL DATALOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO DATALOGIC FOR THE PRODUCTS SOLD HEREUNDER WHICH ORIGINATED THE CLAIM OR DAMAGE.**

23. **RECALL AND SAFETY PROCEDURES.** In the event Datalogic notifies the Buyer of any procedure concerning a recall or other safety or product improvement campaign or program, Buyer and its dealers' network shall carry out the procedure in accordance with the terms of the notice, regardless of whether or not the Product designated in the same was sold by the Buyer. If, for any reason, Buyer and its dealers' network fails or refuses to comply with the procedures specified in such notification, Buyer shall be in breach of this Agreement with any and all liabilities arising therefrom. All service work required by such notice shall be performed at no charge to owners of Datalogic Products unless otherwise indicated by Datalogic and shall be considered as a warranty service work performed by Buyer and treated as such. Buyer shall declare and communicate the evidence of the notices given to the final customers relating to and repairs on Products carried out under the recall or safety campaign, communicating the final customers' data to Datalogic.

24. **APPLICABLE LAW AND JURISDICTION.** The validity, interpretation and construction of the Agreement shall be governed by and construed in accordance with laws of the State of Oregon. Parties expressly disclaim the application of the United Nations Convention for International Sale of Goods.

    Datalogic and Buyer hereby agree to submit to the exclusive jurisdiction of the courts of the State of Oregon.

25. **DATA PROTECTION.** Each Party shall comply with all applicable data protection laws when performing obligations under this Agreement. Each Party agrees in respect of any such personal data supplied to it by the other Party that it shall: (a) take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and accidental loss or destruction of, or damage to, the personal data; (b) comply with any reasonable request made by the other Party to ensure compliance with the measures contained in this Section; and (c) be liable and accountable for duties and obligations as deemed attributable to a Party as autonomous data controller, unless otherwise set forth in the Agreement.

    It being understood that Datalogic shall not be liable for any damages derived from the lack or wrong application by the Buyer of any technical and organizational measures aimed to reduce any unauthorised access to data or loss of data.

    Whenever for the purpose of the sales or service Datalogic will have access to or will process any personal data of the Buyer, Parties may agree to enter into a Data Processing Agreement.

26. **NOTICES.** All notices required to be given under the Agreement shall be in writing and delivered by hand, email, facsimile or by international overnight courier to the appropriate party as follows:

    a. Notices to the Buyer shall be sent to the billing address as stated on front of the submitted Order or at such address as may be notified by the Buyer from time to time in writing.

    b. Notices to Datalogic shall be sent to the address identified in the Agreement, or at such address as may be notified by Datalogic from time to time in writing.

    c. The Buyer shall notify Datalogic of any changes to the Buyer's contact information in writing. Datalogic is not responsible, nor to be held liable, for undelivered notices due to changes to the Buyer's contact information that the Datalogic was not notified of in writing.

27. **GENERAL DISPOSITIONS.**

    a. **Force Majeure.** In addition to any excuse provided by applicable law, Datalogic shall be excused from liability for non-delivery or delay in delivery of Products or Services arising from any event beyond Datalogic's reasonable control, whether or not foreseeable, including but not limited to, labor disturbance, war, terrorist threats or acts, national or regional emergency, epidemic or pandemic, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, third parties components shortage and other causes or events beyond Datalogic's reasonable control, whether or not similar to those which are enumerated above.

b. **Assignment**. Buyer will not assign any rights nor delegate any obligations under an Order, or Agreement, or any portion thereof without Datalogic's advance, written consent which will not be unreasonably withheld. Datalogic may assign an Order or the Agreement in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this section will be void.

c. **Waiver**. Failure of either party to enforce at any time any of the provisions of the Agreement will not be construed to be a continuing waiver of any provisions hereunder.

d. **Severability.** If any provision of the Agreement is determined to be illegal, invalid, or unenforceable by court of competent jurisdiction, the remaining provisions will remain valid and enforceable and, in lieu of the illegal, invalid, or unenforceable provision, there will be added as part of the Agreement one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

e. **Third Party Beneficiaries.** Except as expressly provided to the contrary in the Agreement, the provisions of the Agreement are for the benefit of the parties to the Agreement only and not for the benefit of any third party.

f. **Independent Contractor.** The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by the Agreement. Neither party has the right to bind or obligate the other.

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