

GENERAL CONDITIONS FOR THE SUPPLY OF MADEINADD SERVICES

1. DEFINITIONS

Additional Information means the requests, data and information in addition to the Basic Information, which the Customer may enter during the Order handling process, as defined in the MadeInAdd Platform Terms of Use

Basic Information means the data and information requested from the Customer during the Order handling process, as defined in the MadeInAdd Platform Terms of Use

Code of Ethics means the code of ethics of the Supplier

Contract means a contract between MadeInAdd and the Customer governed by the Order, these General Conditions of Services and the MadeInAdd Platform Terms of Use

Customer means any sole entrepreneur or corporation requesting the provision of the Services by MadeInAdd for purposes solely related to its entrepreneurial, commercial, handicraft or professional activity, with the express exclusion of persons qualifying as consumers pursuant to article 3 of legislative decree no. 206/2005 (Consumer Code) and to the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011

Delivery Date means the estimated delivery date of a Product to the Customer in the Territory as specified in the Order

Fee has the meaning set out in Article 5.1

General Conditions means these general conditions, which govern the provision of the Services by MadeInAdd to a Customer, in execution of orders placed by the Customer on the MadeInAdd Platform

Hub-Spot Channel is the online platform used by MadeInAdd to communicate via email during the Order handling process (<https://www.hubspot.com/>)

MadeInAdd means MadeInAdd S.r.l., with registered office in Turin, Via Pier Carlo Boggio 59, tax ID and VAT no. 12722530016, share capital of € 50,000, registration number with the Turin Company Register 1311295, active in the management of digital marketplaces in the field of advanced manufacturing technologies

MadeInAdd Platform means the platform owned by MadeInAdd and accessible from the Territory at <https://www.MadeInAdd.com>

Order means the set of Basic Information, any Additional Information and the choice of Service uploaded by the Customer to the Supplier via the MadeInAdd Platform, duly confirmed by the Supplier

Party(ies) means the Customer and/or the Supplier either individually or jointly

Privacy Policy means the document containing information on how MadeInAdd processes personal data when the user navigates on the MadeInAdd Platform and serves as information pursuant to Article 13 of EU Regulation 2016/679

Product(s) means the 3D good(s) printed by the Supplier based on the Template delivered by the Customer and

processed through the MadeInAdd Platform, or subject of the Services provided by the Supplier in accordance with the Order

Service(s) means the service(s) offered by the Supplier described in the specific 'services' section of the MadeInAdd Platform

Supplier means MadeInAdd

Template(s) means the design(s) uploaded by the Customer to the MadeInAdd Platform in STEP, STL or X_T formats or other allowed formats in respect of which the Services are requested

Territory means the territory of the European Union

2. SCOPE AND PURPOSE OF THESE GENERAL CONDITIONS

2.1 MadeInAdd is active in the field of advanced manufacturing technologies who has also implemented the MadeInAdd Platform, a digital configuration platform of exclusive property of MadeInAdd that can be reached at <http://www.MadeInAdd.com>, through which MadeInAdd offers its Customers multiple Services, including the possibility of configuring product models for 3D printing.

For further details of the Services offered by MadeInAdd, please refer to the specific 'Services' section of the MadeInAdd Platform, which the Customer declares to have read and understood by accepting these General Conditions.

2.2 These General Conditions govern the provision of the Services by the Supplier to the Customer and therefore apply to any contractual relationships established between the Parties using the MadeInAdd Platform, unless otherwise agreed in writing between the Parties. The Supplier reserves the right to amend these General Conditions.

2.3 These General Conditions shall also apply to Orders for the supply of Services placed outside the MadeInAdd Platform.

2.4 The Services are limited to the B2B market and are provided only for purposes exclusively related to entrepreneurial, commercial, handicraft or professional activity, being expressly excluded all the persons who qualify as consumers within the meaning of Article 3 of Legislative Decree no. 206/2005 (Consumer Code) and of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011.

2.5 The Customer declares to be aware that, in order to be able to complete the Order and use the Services, it is necessary to:

- (a) register with the MadeInAdd Platform by creating a User Profile as described in the MadeInAdd Platform Terms of Use;
- (b) accept these General Conditions.

2.6 The Services under the Contract are those described in the Order based on the Template, the Basic Information and the Additional Information provided by the Customer during the Order handling process as described in the MadeInAdd Platform Terms of Use and as confirmed by the Supplier.

3. ORDER PROCESSING AND DELIVERY OF PRODUCTS FROM THE SUPPLIER

(A) Order Execution, Subcontracting and Quality Checks

- 3.1 Following confirmation of the Order as set out in the MadeInAdd Platform Terms of Use, the Supplier shall provide the Services requested by the Customer and the agreed Product quality checks in accordance with the Order by preparing a Quality Report.
- 3.2 The Supplier is expressly authorised by the Customer to partially or fully subcontract, if need be, the provision of the Services to third parties having suitable technical-professional skills, which parties shall be bound to comply with the obligations set out in Articles 9 and 10 hereof.
- 3.3 During the provision the Services or the performance of the agreed quality checks, if:
- (a) any non-conformity to the characteristics stated in the Order is found, the Supplier shall promptly take all the appropriate steps to make the Products conform to said characteristics and, if such non-conformity cannot be fully assured, the Supplier shall inform the Customer of the possibility of requesting, alternatively, at its sole discretion:
 - (i) the reduction of the Fee, if interested in retaining the Products delivered;
 - (ii) the refund of the Fee, upon return to the Supplier of the delivered Products,it being excluded any further compensation and indemnity for the Customer.
 - (b) the Delivery Date shown in the Order Confirmation cannot be met, the Supplier shall immediately inform the Customer about that via the Hub-Spot Channel and provide a new Delivery Date.

(B) Delivery of the Products

- 3.4 The Products are delivered to the Customer at the shipping address provided by the Customer within the Delivery Date, subject to the provisions of Article 3.3(b).
- 3.5 It is understood that the Delivery Date specified in the Order may change depending on the requirements associated with the specific Service selected and the difficulties that may arise during its performance. In this respect, a basic tolerance of 5 (five) business days shall be considered.
- 3.6 In any case, the Supplier shall be exempted from any liability, if the Products are delivered after the Delivery Date, including as may be postponed pursuant to the above paragraph and, as a result, shall not be liable for any damage suffered by the Customer in connection with such delay. It is expressly understood that, in any case, the Supplier shall not be liable for damages exceeding the amount of the Fee.

4. CUSTOMER CHECKS AND POST-DELIVERY SUPPORT

- 4.1 Upon delivery of the Products, the Customer shall check that the number of Products corresponds to the number shown in the Order and that the packaging is intact and undamaged.

- 4.2 The Customer must notify via the Hub-Spot Channel or other digital channel the Supplier promptly and, in any case, no later than 72 (seventy-two) hours after delivery, of any anomaly, defect or blatant discrepancy of the Products or packaging with respect to the parameters indicated in the Order.
- 4.3 The Customer shall promptly give the Supplier notice – in any case within 10 (ten) days from the delivery – of any nonconformity of the Products with the Order or with the Order confirmation by contacting the Supplier’s customer care department via the Hub-Spot Channel or other digital channel. This notice shall be processed by the Supplier within 3 (three) business days, and the Customer will then be contacted via the same Channel.

To this end, the Customer also undertakes to carry out all appropriate checks and tests on the Products in order to identify any errors, faults or defects, including hidden ones, within 60 (sixty) days maximum from the Delivery Date.

In the case of lack of claim within the above term, the Services are deemed to be finally accepted.

- 4.4 The Supplier reserves the right to ask the Customer to send the Products with defects or discrepancies at the Supplier’s own expense and the Supplier shall carry out the appropriate technical, functional and quality checks on those Products.
- 4.5 Following those checks on the Products, if it is confirmed that the Products present defects or non-conformities that can be remedied by the Supplier, the Supplier shall propose to the Customer, at its sole discretion, to either:
- (i) subject the delivered Products to a further process in order to make them conform to the characteristics stated in the Order; or
 - (ii) reprint and deliver new Products compliant to the Order,

being excluded any further compensation and indemnity for the Customer.

- 4.6 Where defects or non-conformities in the Products cannot be remedied by the Supplier, the Customer may at its sole discretion demand either:
- (i) a reduction of the Fee, if interested in keeping the Products delivered; or
 - (ii) a refund of the Fee, subject to returning the delivered Products to the Supplier,

it being understood that the Customer shall not be entitled to any further compensation and/or indemnity.

- 4.7 If no defect or non-conformity is found during the Supplier’s checks, the Supplier shall be entitled to claim from the Customer the reimbursement of the costs incurred for the shipment and the checks carried out.

5. PAYMENT OF FEE BY THE CUSTOMER AND INVOICING

- 5.1 The Customer shall pay the fee for the Service at the terms and as specified in the Order (the **Fee**).
- 5.2 For further details on the available payment and billing methods, please refer to the specific ‘payment methods’/‘billing section’ of the MadeInAdd Platform, which the Customer declares to have read and understood by accepting these General Conditions.

5.3 It is understood between the Parties that, except where the Supplier has, at its sole discretion, granted the Customer the benefit of deferred payment, which shall be agreed in writing as described in the MadeInAdd Platform Terms of Use, the Supplier shall execute the Order referred to in Section (A) of Article 3 above only upon successful payment. If the selected payment option is not successful for any reason, the Customer is entitled to make the payment using a different option.

6. SUPPLIER'S OBLIGATIONS AND WARRANTIES

6.1 The Supplier undertakes to perform the Customer's Order, if confirmed by the Supplier, by organising the necessary production means and managing production at its own risk, under the Contract and against payment of the Fee.

6.2 The Supplier undertakes to execute the Order in a workmanlike manner, with the accuracy required for such type of activity, and subject to the usual tolerances and technological limitations of the Supplier's portfolio, as set forth in the technical document emailed to the Customer as an attachment to the Order confirmation.

6.3 The Supplier warrants only that the Products conform to the Template, the Basic Information and any Additional Information, as summed up in the Order confirmation.

6.4 The Customer is exclusively responsible for the design specifications of the Template and the Supplier makes no warranty that the Template and/or Product features (including the Basic Information and any Additional Information) are fit for specific purposes, even when these have been declared by the Customer. The Supplier will not certify the Product in any respect whatsoever.

6.5 The solutions proposed by the Supplier to provide the Service are based on the Basic Information and any Additional Information shall be approved in writing via the Hub-Spot Channel. The Customer therefore assumes full liability for the specifications relating to the design and reworking of the Template and for any technical or functional features of the Product(s) and hereby relieves the Supplier of any and all liability to third parties in this regard.

6.6 Over and above the foregoing, the Supplier disclaims all other warranties, whether express or implied, including those relating to merchantability, fitness of the Products for particular purposes and uses, or non-infringement of third-party rights.

6.7 The Supplier shall in no event be liable for:

- (i) any additional and different warranties given by the Customer to third parties, including, without limitation, those regarding the useful life and durability of the Products, any product made from the Products, or any product in which the Products are incorporated;
- (ii) any damage arising out of Customer's choice of a particular purpose and/or use of the Product(s) and/or events that occur in Customer's exclusive scope of activity or responsibility and/or fall outside the Supplier's control, including those resulting from the supplied Product, or that, in any event, cannot be unambiguously attributed to Supplier's own direct and exclusive liability for lack of the promised qualities of the Product(s);
- (iii) any damage to property items or persons resulting from the incorrect or improper use of the Products after their Delivery;

- (iv) any defects, faults or lack of quality in the Products resulting from:
- a) transport damage (scratches, dents and the like), subject to the provisions of Article 3(B);
 - b) the incorrect assembly or installation of the Products;
 - c) the improper use of the Products by the Customer;
 - d) the tampering with, repair or modification of the Products after their Delivery;
 - e) the normal wear and tear resulting from the use of the Products after their Delivery;
 - f) any misuse, careless or negligent use, or use not in line with the technical specifications of the Products;
 - g) the poor or insufficient storage or maintenance of the Products, or the use of aggressive agents after their Delivery;
 - h) any late intervention to limit the consequences of any malfunctions of the Products.

6.8 In any event the maximum liability of the Supplier under each Order is expressly limited to the amount of the Fee.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS - CONFIDENTIALITY

7.1 The Customer warrants and represents that it has all rights, without limitation of time and space including, but not limited to, the rights of use for any reason, reproduction, distribution, sale of, and – more specifically – performance of the Services on, the Design Template delivered to the Supplier both in its entirety and in its individual components (including any marks affixed to the Design Template or the Product).

The Customer warrants and represents that the Template, as well as the performance of the Services by the Supplier, do not and cannot in any way infringe or violate any industrial and/or intellectual property rights, whether registered or unregistered, or any third-party interests, it being understood that the Customer shall be solely and directly liable towards the Supplier and third parties. In any case, the Customer undertakes to indemnify and hold the Supplier harmless from any and all claims, damages, expenses, liabilities and/or penalties that may arise from the use made by the Supplier or any subcontractors of the Template in the performance of the Services. To this end, the Customer shall bear all related costs and charges.

7.2 The Customer undertakes not to disclose any and all information received from the Supplier in the performance of the Services, which will be kept strictly confidential, for as long as such information does not enter the public domain for a reason not attributable, directly or indirectly, to an act or omission of the Customer.

8. COMPLIANCE WITH APPLICABLE LEGISLATION

8.1 The Customer declares that any Template delivered to the Supplier:

- does not breach any statutory, legal or regulatory provisions, and the rights of third parties;

- is not intended for purposes contrary to morality, public order and public decency, including racist and discriminatory purposes;
- is not meant for any weapons or other instruments that are capable of offending or are dangerous to safety and/or health.

8.2 It is expressly understood that, in the event of totally or partially false declarations made by the Customer, including when the Products are, or are considered, dangerous to health and safety, counterfeit and/or noncompliant to the requirements of the applicable legislation:

- the Supplier shall not be liable in any way;
- the Customer shall indemnify and hold the Supplier harmless against any claims from third parties and the competent authorities.

9. PROTECTION OF PERSONAL DATA

9.1 The Supplier and the Customer, in accordance with Regulation (EU) 679/2016, are both independent data controllers for the personal data necessary for the conclusion, execution, and management of the Contract, which are represented by the contact details of individuals (employees, collaborators, consultants, suppliers, etc.) involved in the activities related to it. The Supplier fulfils the obligations of informing the data subjects by publishing its privacy policy on the website <https://www.MadeInAdd.com>.

9.2 The Customer undertakes to indemnify and hold the Supplier harmless against any actions, costs, expenses or claims made by third parties and arising out of failure to comply with the provisions on the processing of personal data by the Customer, including its employees, hired freelancers, consultants or subcontractors, if any, and its data processors and co-controllers.

10. CODE OF ETHICS AND DECREE 231

10.1 The Customer declares to have read and be aware of the content of the Supplier's Code of Ethics, which is an integral part of the Organizational, Management, and Control Model adopted under Legislative Decree 231/2001 and subsequent amendments (the "**Decree 231**"), published on the website <https://www.MadeInAdd.com>. The Customer undertakes to ensure that all its administrators, employees, representatives, and any collaborators comply with the principles contained therein in the execution of the Contract, adopting, in any case, all appropriate measures to prevent conduct contrary to it and reporting to the Supplier any violations of the Code of Ethics of which they become aware.

10.2 Without prejudice to any right to terminate the Contract provided by the applicable law, in the event of a breach of the obligations set forth in this Article 10 and, in particular, the commission of relevant offenses pursuant to Decree 231 and/or conduct contrary to the principles contained in the Code of Ethics by administrators, representatives, employees, and any collaborators of the Customer during or in connection with the execution of the Contract, the Supplier shall have the right to immediately declare the Contract terminated, pursuant to Article 1456 of the Civil Code, without prejudice, in any case, to the Supplier's right to compensation for damages. The Customer, however, undertakes to indemnify and hold the Supplier harmless from any damages (direct and indirect), prejudice, liability, expenses (including legal expenses), and any legal and/or judicial action brought against the Supplier by third parties.

11. SUSPENSION OF PERFORMANCE AND TERMINATION

- 11.1 Where the Supplier at its sole discretion has granted the Customer the benefit of deferred payment as described in the MadeInAdd Platform Terms of Use, in the event of a delay in payment by the Customer of more than 30 days after the deadline set out in the Order, the Supplier may suspend its obligations to execute the Order, to deliver the Products and/or to provide Support under Articles 3(A), 3(B) and 4 above even in relation to Orders other than those to which the non-payment relates.
- 11.2 Without prejudice to any other remedy provided by law, the Supplier may terminate the contractual relationship established between the Parties with the confirmation of the Order, pursuant to Article 1456 of the Italian Civil Code, by sending a notice by certified email or registered mail with return receipt requested to the Customer, whereby the Customer shall be informed that the Supplier intends to apply this express termination clause for the Customer's breach of its obligations under Articles 7, 8, 9 and 10.
- 11.3 The Customer has no right to unilaterally withdraw from the Contract pursuant to article 1671 civil code.

12. SEVERABILITY

- 12.1 In the event that, for any reason, one or more of the provisions of these General Conditions is or becomes totally or partially invalid, ineffective or unenforceable, the remaining provisions shall remain valid and the Parties shall promptly cooperate in good faith in order to replace the invalid provision(s) with one or more provisions that are of equal or at least similar economic content.

13. SURVIVAL OF CLAUSES

- 13.1 If it is hereby expressly provided that certain provisions of these General Conditions shall survive the termination of the contractual relationship between the Parties or where any of the provisions hereof shall survive due to their nature or context, they shall remain in full force and effect notwithstanding such termination of the Contract.

14. APPLICABLE LEGISLATION AND COURT OF COMPETENT JURISDICTION

- 14.1 These General Conditions are written in the Italian and English language.
- 14.2 It is hereby clarified that all contracts concluded via the MadeInAdd Platform are in any case deemed to be concluded and executed in Italy and are governed by Italian law.
- 14.3 Any dispute arising out of these General Conditions that cannot be settled amicably shall exclusively be referred to the Court of Turin as the court of competent jurisdiction.

By signing these General Conditions, the Customer declares that it shall request the Services for purposes exclusively related to its own entrepreneurial, commercial, handcraft or professional activity, and that it is aware that the Supplier does not provide the Services to persons who qualify as consumers within the meaning of Article 3 of Legislative Decree no. 206/2005 (Consumer Code) and to the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011;

Pursuant to articles 1341 and 1342 of the Italian Civil Code the Customer expressly accepts and approves the covenants contained in the following Articles of these General Conditions: 3.3(a) (limitation of liability for non-conformity); 3.6 (Exemption from liability for late delivery); 4.1 (time limit within which any discrepancies in the Products or packaging can be reported); 4.4 and 4.5 (limitation of liability for non-conformity); 6.3, 6.4, 6.5, 6.6, 6.7 and 6.8 (limitation of liability for Product characteristics); 7.1 (warranty and indemnification for infringement of intellectual property rights); 8.2 (warranty and indemnification for the Supplier in the event of breach by the Customer of the statutory requirement to comply with the applicable legislation); 10.2 (termination following the commission of severe offences as per Decree 231 and/or the engagement in behaviours contrary to the principles set forth in the Code of Ethics, and compensation for the Supplier); 11.1 (suspension of performance); 11.2 (express termination clause); 11.3 (waiver to withdrawal); and 14.3 (court of competent jurisdiction).