

3D PRINTING SERVICE TERMS AND CONDITIONS

1. DEFINITIONS

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

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

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)

General Terms means these general terms and conditions, which govern the provision of the Services by MadeInAdd to a Customer

Contract means a contract between MadeInAdd and a Customer whereby the Customer chooses to order and pay for one or more Services and receives the Products at the address specified at the time of placing an order

Delivery Date means the date of delivery of a Product to the Customer in the Territory, which is processed by the MadeInAdd Platform at the time of choosing among one of the solutions referred to in Article 3.5 and may be changed and notified to the Customer pursuant to Article 4

Supplier means MadeInAdd

Additional Information means the requests, data and information in addition to the Basic Information, which the Customer may enter in the “Notes” box

Basic Information means the data and information that the MadeInAdd Platform requests from the Customer after a Template has been uploaded

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

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

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

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

Fee has the meaning set out in Article 3.16

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

through the MadeInAdd Platform

User Profile means the profile that each Customer is required to create in order to be able to use the Services, for which the following details are required: registered business name (i.e., name of sole proprietor, partnership, joint-stock company, etc. as the case may be), VAT number and billing details, and shipping address

Service(s) means the “Print as-is”, “Redesign and Print” or “Transform and Print” services chosen by the Customer and to be provided by MadeInAdd pursuant to these General Terms

“Print as-is” Service(s) means the Service described in Article 2.3(i)

“Redesign and Print” Service(s) means the Service described in Article 2.3(ii)

“Transform and Print” Service(s) means the Service described in Article 2.3(iii)

Territory means the territory of the Italian Republic

2. SCOPE AND PURPOSE

2.1 These General Terms govern the provision of the Services by the Supplier to the Customer and therefore apply to any contractual relationships established between the Parties through the use of the MadeInAdd Platform.

2.2 The Customer is required to accept these General Terms in the manner set out in Article 3 below in order to complete the Order and be able to use the Services.

2.3 The Services offered by the Supplier through the MadeInAdd Platform are as follows:

- (i) “Print as-is” Service, i.e., 3D printing of Products based on the Template delivered by the Customer in compliance with the Basic Information and any Additional Information made available by the Customer. This Service does not include any design and prototyping activities, except for essential checks aimed at finding and removing any errors, defects or design deficiencies of the Template delivered by the Customer, as long as they are evident and lead to a suboptimal 3D printing result.
- (ii) “Redesign and Print” Service, i.e., prototyping and 3D printing of Products based on the Template delivered by the Customer in compliance with the Basic Information and any Additional Information made available by the Customer. This Service, in addition to the essential checks envisaged for the “As-is Printing” Service, includes further optimisation of the Template in order to adapt it to the printing technology chosen by the Customer in compliance with the functionality requirements.
- (iii) “Transform and Print” Service (“Change with Additive Manufacturing (AM)”), i.e., design, prototyping and 3D printing of Products on the basis of the Template delivered by the Customer and, in any case, of the Basic Information and Additional Information made available by the Customer. This Service includes the full design of the Product including when it is a complex component with specific required functionality to be optimised.

3. PROCEDURE FOR PLACING ORDERS

(A) Template Upload and Information Input

3.1 In order to request the Supplier to provide the Services, the Customer shall:

- (i) log in to the MadeInAdd Platform via the website <https://www.MadeInAdd.com>;
- (ii) upload the Template to the MadeInAdd Platform following the relevant instructions and using one of the file formats expressly indicated as compatible in Article 1 above (see the definition of “Template”);
- (iii) enter its email address;
- (iv) enter in the appropriate fields the Basic Information necessary to configure the technical, functional and quality requirements of the Product based on the Customer's needs and allow the choice of the best proposal among the solutions referred to in Article 3.5.

3.2 Notwithstanding the provisions of Article 3.1 above, the MadeInAdd Platform allows the Customer to proceed with entering the other data even without uploading the Template, which may be uploaded at a later date prior to the completion of the Order.

3.3 The MadeInAdd Platform allows the Customer to save the Basic Information in view of a future Order via the “save for later” function, i.e., it allows the Customer to proceed with the immediate Order by directing it to the next page (i.e., Order and Shipment).

The option to save for later order is subject to User Profile registration and acceptance of these Terms and Conditions through the procedure described below in Section (C) of this Article 3.

3.4 In all cases when the Customer drops out of the registration procedure or leaves the MadeInAdd Platform without completing the registration of its User Profile and without accepting these General Terms, the Customer's uploaded Template, email address and Basic Information shall be deleted by the Supplier after a maximum term of 20 (twenty) working days from the date of their upload to the MadeInAdd Platform.

(B) Processing of Solutions, Choice of Service and Fee Calculation

3.5 Upon the Customer's input of the Basic Information, in relation to both the “Print as-is” Service and the “Redesign and Print” Service, the MadeInAdd Platform processes and proposes to the Customer one the following solutions to be chosen from, and specifies the Price and Delivery Date for each of them:

- (i) “Best Cost”, i.e., the most cost-effective solution on the basis of the information entered in the Requirements Configuration;
- (ii) “Best Time”, i.e., the most advantageous solution in terms of turnaround time to deliver the Product on the basis of the information entered in the Requirements Configuration;

- (iii) “Best Compromise”, i.e., the best proposed solution in terms of compromise between price and turnaround time to deliver the Product on the basis of the information entered in the Requirements Configuration.

- 3.6 The MadelInAdd Platform allows the Customer to supply any Additional Information, which shall be processed and analysed by the Supplier in accordance with Article 4 below, by entering text notes in a dedicated box. In this regard, the Customer declares to be aware that any Additional Information entered may imply a change in the Price and/or Delivery Date.
- 3.7 In order to proceed with an Order, the Customer is required to: (i) carry out the registration procedure referred to in Section (C) below of this Article 3 or log in, if the Customer has previously registered and created a User Profile; (ii) state a shipping address, a billing address and a payment method among those proposed by the MadelInAdd Platform, as specified in Article 3.16.
- 3.8 As an alternative to an immediate order, the MadelInAdd Platform again allows the Customer to save the Basic Information, any Additional Information and the choice of Service with a view to a later order, subject to its prior registration and creation of a User Profile as specified in Section (C) below of this Article 3.
- 3.9 If the “Transform and Print” service (“Change with Additive Manufacturing (AM)”) is chosen, the Customer is required to log in or carry out the registration procedure referred to in Section (C) below of this Article 3 and create a User Profile; it will then be contacted by the Supplier to assess the activities to be performed and prepare a price estimate for the Services, which will then be the subject of an agreement outside the MadelInAdd Platform.

Likewise, if the Customer chooses the “Print as-is” or “Redesign and Print” services and the price exceeds € 50,000.00 (fifty thousand/00), the MadelInAdd Platform will not propose the solutions referred to in Article 3.5, above, but invite the Customer to proceed to save the Order by logging in or creating a User Profile through the registration procedure referred to in Section (C) below of this Article 3. The Customer will then be promptly contacted by the Supplier for completing its Order outside the MadelInAdd Platform.

- 3.10 Whenever the Customer drops out of the registration procedure or otherwise leaves the MadelInAdd Platform without completing the User Profile registration and accepting these General Terms, the Customer's uploaded Template and any Additional Information made available shall be deleted by the Supplier after 5 (five) working days from their upload to the MadelInAdd Platform.

(C) User Profile Registration

- 3.11 In order to complete an Order or save Basic Information for a future Order, the Customer is required to register with the MadelInAdd platform by creating a User Profile (personal account).
- 3.12 The creation of a personal account involves entering a valid email address, an alphanumeric code (i.e., password) and all further required data. In the event of failure to enter an alphanumeric code, the MadelInAdd Platform will propose an automatically created code, which will not be known and remain inaccessible to the Supplier. This code will be sent to the Customer's address via the email message described in Article 3.14.
- 3.13 The Customer may at any time retrieve or change its password by following the instructions provided by the MadelInAdd Platform.

3.14 After this first step of the registration procedure, the Customer will receive at its notified email address a verification email with a link to be used by Customer in order to complete the registration procedure.

3.15 During the Customer's registration, acceptance of the General Terms and acknowledgement of the Supplier's Privacy Policy and Code of Ethics are also required as prerequisites for completing any Order and using the Services.

(D) Payment of Fees and Invoicing

3.16 The Customer shall choose the payment method it intends to use from among the following options:

- (i) **Credit Card** - after entering the card details, the Customer is asked to carry out a Strong Customer Authentication procedure (in the manner specific to each bank);
- (ii) **SEPA Credit Transfer (SCT)** - the Customer is required make the payment by means of a bank transfer to the Supplier's bank account using the details and within the time that will be notified in the Order recap email specified in Section (A) of Article 4 below;
- (iii) **SEPA Direct Debit (SDD)** - the Customer is required to send the Supplier a duly completed debit authorisation.

3.17 If the Customer chooses the option under Article 3.16(i), the Supplier declares that it shall not have access to any information or data entered by the Customer in accordance with the provisions of the Privacy Policy that the Customer is required to accept pursuant to Article 3.15.

3.18 If the Customer chooses the options under Articles 3.16(ii) and 3.16(iii), the Supplier shall only initiate the procedures for evaluation and confirmation of the Order referred to in Section (B) of Article 4 below upon successful payment. If the payment option fails for any reason, the Customer will be entitled to make payment using a different option.

3.19 In the event of errors and discrepancies in payment, the Supplier reserves the right to ask the Customer for additional information and/or send copies of documents proving the ownership and/or legitimate possession of the payment instruments used to order the Products. If the Customer fails to send the requested data and/or documents within the reasonable term advised by the Supplier, which shall not be less than three working days, the Supplier reserves the right not to accept and/or cancel the Order without this giving the Customer any right to claim damages or make other claims.

3.20 In any case, the Supplier shall not be, or be held, liable for any fraudulent and/or unlawful use of payment instruments by third parties during the ordering and payment procedures for the Products.

3.21 The Service Fee is denominated in euros in the Order recap. All Fees to be paid include the performance of the Service selected by the Customer, the cost of any materials used, and the cost of packaging for the shipment and transport of the Products to the address notified by the Customer.

3.22 Regardless of the method of payment used by the Customer among those listed in Article 3.16, the Supplier shall issue a 'down payment' invoice upon receipt of each payment of a Fee and, in any case, a 'balance' invoice upon the physical delivery of the Products as specified in Section (E) of Article 4 below.

As an alternative and at the Supplier's discretion, invoicing may also take place in advance pursuant to art. 6, para. 4 and article 21 of presidential decree (DPR) no. 633/1972.

4. ORDER PROCESSING AND DELIVERY OF PRODUCTS

(A) Customer's Completion and Sending of Orders

4.1 When the Customer enters data relating to a chosen payment method and a subsequently clicks on the "Pay by Credit Card", "Pay by Bank Transfer" or "Pay by SEPA" buttons, it will automatically accept the Supplier's contractual proposal and place an Order with the Supplier for the provision of a Service under the terms and conditions set out therein and summarised in a dedicated box. The Customer shall immediately receive an automatic email message containing a recap of the Order, which shall include the following data and documentation:

- (i) Company and contact details of MadeInAdd;
- (ii) Company and contact details of the Customer;
- (iii) Basic Information;
- (iv) any Additional Information;
- (v) Service selected by the Customer;
- (vi) Fee payable calculated in respect of Basic Information only;
- (vii) Delivery Date of the Product.
- (viii) these General Terms;
- (ix) the Privacy Policy of MadeInAdd;
- (x) the technical document referred to in Article 5.2.

4.2 The Supplier's delivery of a Template in native and editable format is hereby expressly excluded. The assignment of the Template, when requested in writing by the Customer, may be the subject of a separate agreement between the Parties.

4.3 The Customer undertakes to notify the Supplier immediately of any errors contained in the Order recap.

(B) Supplier's Evaluation and Confirmation of the Order

4.4 The Supplier reserves the right to evaluate and confirm the Customer's Order within the timeframe shown in [Annex 1](#) hereto.

4.5 In order to proceed with the evaluation and handling of the Order, the Supplier reserves the right to contact the Customer via the Hub-Spot Channel for a joint evaluation of the Additional Information for the Order and in accordance with the timeframe shown in [Annex 1](#).

If the Customer does not reply to the Supplier's request for contact within the timeframe set out in [Annex 1](#), the Order will be placed on hold in the MadeInAdd platform for a period of 12 (twelve) months, after which the Order shall be automatically cancelled.

- 4.6 If the Supplier's evaluation of the Order reveals that the Additional Information made available implies a change in the Price and/or Delivery Date, the Supplier shall inform the Customer of such changes via the Hub-Spot Channel. In such cases, the Customer may either
- (i) agree to the proposed change(s) in the Fee and/or Delivery Date through the Hub-Spot Channel and place a new Order on the MadeInAdd Platform within the next 5 (five) business days reflecting what has been agreed between the Customer and the Supplier; or
 - (ii) not agree to the proposed change(s) in the Fee and/or Delivery Date via the Hub-Spot Channel and cancel the Order on the MadeInAdd Platform.
- 4.7 In the event of (i) above, the Supplier shall proceed to cancel the first Order placed within 5 (five) business days of the new Order placed by the Customer.
- 4.8 After completing the evaluation of the Order, the Supplier shall – within the timeframe set out in [Annex 1](#) – email the Customer an Order confirmation message containing: the information already included in the Order recap email, which will have to be updated, if need be, on the basis of the evaluations carried out; these General Terms; and the Supplier's Privacy Policy.

In order to enable the Supplier to proceed with the delivery of the Order within the timeframe shown, the Customer will be required to send a reply to the email message received from the Supplier within the time specified therein and attach an Order duly signed in all of its parts.

- 4.9 It is expressly understood that the Supplier has the right not to confirm the Order at its sole discretion by sending an email message to that effect to the Customer within the same term within which it is required to send an Order confirmation. If this happens, the Order shall be deemed to have no effect whatsoever. The Supplier's rejection of an Order shall constitute no valid ground for the Customer's filing a claim against the Supplier and, in that event, the Customer shall only be entitled to the reimbursement of any Fee(s) paid.

(C) Order Execution, Subcontracting and Quality Checks

- 4.10 Following the evaluation and confirmation of an Order as specified in Section (B) above of this Article 4, the Supplier shall provide the Services requested by the Customer in accordance with the Order.
- 4.11 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 6 and 7 hereof.
- 4.12 The Supplier shall check that the Products comply with the requirements set out in the Order and that they do not differ from the technical and functional characteristics expressly specified therein by preparing a Quality Report relating to the Products.
- 4.13 During the provision the Services or the performance of the 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 a consequent reduction in the Fee to be paid;

- (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.

(D) Delivery of the Products

- 4.14 The Products are delivered to the Customer at the shipping address provided by the Customer within the term shown in the Order confirmation as described in Section (A) above of this Article 4, subject to Article 4.13(b).
- 4.15 Without prejudice to Sections (A) and (B) of this Article 4, it is understood that the Delivery Date 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.
- 4.16 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.
- 4.17 Upon delivery of the Products, the Customer shall check that the number of Products corresponds to the number shown in the Order confirmation and that the packaging is intact and undamaged.
- 4.18 Any visible discrepancy, defect or non-conformity in the Products or packaging in respect of the above parameters shall immediately be reported to the Supplier by sending an email within 72 (seventy-two) hours from their delivery.

(E) Post-Delivery Support

- 4.19 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 by contacting the Supplier’s customer care department via the Hub-Spot Channel. This notice shall be processed by the Supplier within 3 (three) days, and the Customer will then be contacted via the same Channel.

To this end, the Customer 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 of the Delivery Date.

- 4.20 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.
- 4.21 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.
- 4.22 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.

4.23 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. SUPPLIERS' OBLIGATIONS AND WARRANTIES

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

5.2 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 recap.

5.3 The Supplier warrants only that the Products conform to the Template, as reworked by the Supplier in accordance with Articles 2.3(i) and 2.3(ii), the Basic Information and any Additional Information, as summed up in the Order confirmation sent by the Supplier.

5.4 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.

5.5 The Customer declares that it is aware that, in providing its "Redesign and Print" Service, the Supplier will deliver solutions based on the Basic Information and any Additional Information. In respect of those solutions, the Supplier shall obtain a prior written approval from the Customer on each occasion 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.

5.6 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.

5.7 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:
- (v) transport damage (scratches, dents and the like), subject to the provisions of Article 4(D);
- (vi) the incorrect assembly or installation of the Products;
- (vii) the improper use of the Products by the Customer;
- (viii) the tampering with, repair or modification of the Products after their Delivery;
- (ix) the normal wear and tear resulting from the use of the Products after their Delivery;
- (x) any misuse, careless or negligent use, or use not in line with the technical specifications of the Products;
- (xi) the poor or insufficient storage or maintenance of the Products, or the use of aggressive agents after their Delivery;
- (xii) any late intervention to limit the consequences of any malfunctions of the Products.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS - CONFIDENTIALITY

6.1 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.

6.2 The Supplier undertakes to refrain from disclosing and keep confidential the Design Template and any other Information made available to the Supplier by the Customer for the performance of the Services for a period of 2 (two) years from the Customer's upload of the Design Template and the information pursuant to Section (A) of Article 3 hereof, except where: (i) the Design Template and/or the Information are already in the possession of the Supplier without its being subject to any obligation of confidentiality, (ii) the Design Template and/or the information have already gone public, or have gone public without their disclosure by the Supplier in breach of this paragraph, (iii) the Supplier has independently developed such information without using the Design Template and/or the Customer's Information; (iv) the Supplier has obtained the Template and/or the Information

from a third party without breaching any obligation of confidentiality; or (v) disclosure is required by law, by order of a court or other authority, governmental body or administrative agency; (vi) the Supplier and the Customer have entered into an agreement in relation thereto.

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, unless the Customer proves that such information falls under one of the exceptions set out in (i) to (v) above.

7. COMPLIANCE WITH APPLICABLE LEGISLATION

7.1 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.

7.2 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.

8. PROTECTION OF PERSONAL DATA

8.1 Pursuant to Regulation (EU) 679/2016 (the “**GDPR**”), the Supplier and the Customer are both autonomous controllers of the personal data necessary for the conclusion, implementation and management of the Contract. Such personal data are the contact data (e.g., first name, family name, company role, email address, mobile phone and/or company landline extension, address and billing data) of the natural persons (employees, hired freelancers, consultants, contractors’ employees, suppliers, etc.) involved in the activities related to the Contract (the “**Data Subjects**”).

8.2 In light of the obligations undertaken by signing the Contract, pursuant to and for the purposes of Article 14 of the GDPR, MadeInAdd and the Customer mutually warrant and represent that they have already provided the Data Subjects with the information referred to in Articles 12 ff. of the GDPR, namely the information to be respectively given by the Supplier and the Customer with regard to the processing of the Data Subjects’ personal data, including when such processing is made at the Supplier’s and the Customer’s respective sites; as far as the Supplier is concerned, such processing is made in accordance with the privacy policy published at <https://www.MadeInAdd.com>.

8.3 The Supplier and the Customer hereby mutually declare that they shall take the necessary technical and organisational steps to ensure a level of security appropriate to the risk involved for the protection of all personal

data processed in connection with the Contract, and to comply with the applicable legal and regulatory provisions, including without limitation the GDPR.

- 8.4 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.

9. CODE OF ETHICS AND DECREE 231

- 9.1 The Customer declares that it has read and understood the contents of the Supplier's Code of Ethics, which forms an integral part of the Organisation, Management and Control Model (the "**Model 231**") adopted pursuant to Legislative Decree 231/2001, as amended and supplemented (the "**Decree 231**"), and published on the website <https://www.MadeInAdd.com> and undertakes to ensure that all its directors, employees, representatives and hired freelancers working on its behalf: a) comply with the principles contained therein in the performance of the Contract; b) in any case adopt all appropriate measures to prevent behaviours contrary to the Code of Ethics in the performance of the Contract; and c) report to the Supplier any breach of the Code of Ethics of which they become aware.

- 9.2 Subject to any right to terminate the Contract provided for by the applicable laws, in the event of breach of the obligations provided for in this Article 9 and, in particular, if any of the Customers' directors, representatives, employees and hired freelancers commit severe offences under Decree 231 and/or engage in behaviours contrary to the principles outlined in the Code of Ethics on the occasion of, or in connection with, the performance of the Contract, the Supplier shall be entitled to immediately terminate the Contract, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the Supplier's right to claim damages.

- 9.3 The Customer undertakes to indemnify and hold the Supplier harmless against any and all (direct and indirect) damages, losses, liabilities, expenses (including legal expenses), and any and all legal and/or judicial actions that may be brought against the Supplier by third parties in connection with any breach of the obligations set forth in this Article 9 and, in particular, in connection with offences under Decree 231 and/or behaviours contrary to the principles contained in the Code of Ethics by its directors, representatives, employees and hired freelancers.

10. EXPRESS TERMINATION CLAUSE

- 10.1 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 6, 7, 8 and 9.

11. SEVERABILITY

- 11.1 In the event that, for any reason, one or more of the provisions of these General Terms 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.

12. SURVIVAL OF CLAUSES

- 12.1 If it is hereby expressly provided that certain provisions of these General Terms 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.

13. APPLICABLE LEGISLATION AND COURT OF COMPETENT JURISDICTION

- 13.1 These General Terms are written in the Italian language and governed by Italian law. In this regard, it is hereby clarified that all contracts concluded via the MadeInAdd Platform are deemed to be concluded and executed in Italy. These General Terms are available in languages other than Italian; in this regard, in case of discrepancies, the Italian version shall prevail.
- 13.2 Any dispute arising out of these General Terms that cannot be settled amicably shall exclusively be referred to the Court of Turin as the court of competent jurisdiction.

By signing these General Terms, the Customer:

- declares that it shall request the Services for purposes exclusively related to its own entrepreneurial, commercial, handicraft 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);
- The Customer expressly accepts and approves – pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code – the covenants contained in the following Articles of these General Terms: 3.20 (limitation of liability for fraudulent and/or unlawful use of payment instruments); 3.19 (limitation of liability for order cancellation); 4.4 (Supplier’s right not to accept the Order); 4.16 (exemption from liability for delayed delivery); 4.18 (time limit within which any discrepancies in the Products or packaging can be reported); 5.3, 5.4 and 5.5 (limitation of liability for Product characteristics); 6.1 (warranty and compensation for infringement of intellectual property rights); 7.2 (warranty and compensation for the Supplier in the event of breach by the Customer of the statutory requirement to comply with the applicable legislation); 9.2 and 9.3 (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); 10 (express termination clause); and 13.2 (court of competent jurisdiction).

ANNEX 1

ORDER EVALUATION TIMEFRAME