

General Terms and Conditions of Sale

1- GENERAL PROVISIONS

1.1 In addition to the terms and expressions defined elsewhere in these General Terms and Conditions of Sale (defined below), the terms and expressions listed below have – when indicated with a capital letter – the meaning conventionally attributed to them or referred to in this Article 1.1:

- 'Buyer': the person or legal person from whom the Seller (defined below) receives the purchase order;
- 'Contract': the Buyer's purchase order, accepted by the Seller, including the General Terms and Conditions of Sale (defined below);
- 'EXW': the rules governing the rights and obligations of the Buyer and Seller (defined below) provided for, with reference to the acronym Ex Works, by the Incoterms 2020 of the International Chamber of Commerce in Paris;
- 'Parties': the Buyer and the Seller jointly;
- 'Products': the Seller's products as shown in the price lists and brochures in force from year to year or resulting from customized quotations requested by the Buyer and accepted;
- 'Seller': Jordan Strackett LLC with headquarters at 8 the Green Street, Dover, 19901 Delaware, USA and Italian operational headquarters at Via Sant'Antonio 1, 41053 Maranello, Modena, Italy and owner of the ARTETEMI trademark, ITIN code 967-91-3389, Employer Identification No. 32-0566758

1.2 The terms and conditions set out below (the 'General Terms and Conditions of Sale') form an integral and substantial part of each Contract concluded between the Seller and the Buyer for the sale of the Products and prevail over any conditions prepared by the Buyer, unless the latter are expressly accepted in writing by the Seller.

1.3 The Seller reserves the right to modify, supplement or vary the General Terms and Conditions of Sale, attaching such variations to offers or to any written communication to the Buyer. If the modifications, additions or variations to the General Conditions of Sale are not accepted by the Buyer within 7 (seven) days of the date of communication, the previously accepted General Conditions of Sale shall apply.

2- OFFERS AND ORDERS

2.1 The offer made to the Buyer by brokers or other intermediaries and the order proposal forwarded by them to the Seller shall not be binding on the latter until the Buyer's order has been accepted by the Seller in accordance with Article 2.2 below.

2.2 The order placed by the Buyer shall not be considered accepted until it has been confirmed in writing by the Seller. If the Seller does not provide written confirmation of an order, the issuance of the invoice or the execution of the order by the Seller shall be considered acceptance.

3- DELIVERY TERMS

3.1 The delivery of the Products shall be made with the terms agreed between the parties and defined in the order confirmation. Alternatively, the terms of delivery shall be EXW (Ex Works). The Seller shall make the delivery by making the Products available to the Buyer in accordance with the terms and at the locations specified in the Contract (the 'Delivery').

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3.2 The Seller shall not be liable for any loss or damage to the Products after Delivery; under no circumstances shall the Buyer be exempt from the obligation to pay the price of the Products once Delivery has taken place, or if agreed, even prior to Delivery.

3.3 Without prejudice to the remedies referred to in Article 9 below, Delivery may be suspended in all cases of breach by the Buyer of its obligation to pay the price of the Products and/or related advances.

3.4 All delivery and return lead time for the Products - even if defined as binding - are in any case indicative and assumed by the Seller with all customary tolerance. The Delivery lead time - in any case indicative - is solely and exclusively that specified in the Seller's order confirmation.

3.5 In the event of a delay in delivery that exceeds the usual tolerance, the Buyer may only cancel the part of the order relating to Products whose delivery does not take place within 120 (one hundred and twenty) days from the date of receipt by the Seller of the Buyer's cancellation notice, to be sent by email, unless otherwise agreed in writing between the Parties.

3.6 The Buyer may not cancel its order or withdraw from the Contract in the event of a delay in Delivery due to force majeure, as referred to in Article 6 below.

3.7 The Seller may withdraw from the Contract by written notice to the Buyer in the event of force majeure as referred to in Article 6 below.

3.8 If Delivery does not take place for reasons attributable to the Buyer, it shall be deemed to have been made, for all purposes (including the start of the payment terms and the issuance of the invoice), by simply notifying the Buyer that the Products are available, and the Seller shall be exempt from any liability for the destruction, damage or, in any case, loss of value of the Products.

3.9 The Buyer undertakes to notify the Seller of the non-delivery of the Products at the place of destination indicated in the transport document or of the delivery of the Products to a place other than that indicated in the transport document within 48 (forty-eight) hours of the date scheduled for delivery at the place of destination, by means of an email also containing a copy of the signed transport document. Upon receipt of the aforementioned notification including the documentation, the Seller shall regularize the invoices issued with the application of VAT pursuant to Presidential Decree No. 600/1973 for the Italian market. It is understood that the Buyer undertakes to indemnify the Seller for taxes, surcharges, interest and penalties of any kind, in addition to legal costs, in the event of charges made by the Tax Authorities against the Buyer arising from such failure to notify in writing or, in any case, from the delivery of the Products to a place of destination other than that indicated in the transport document. The Buyer, having taken note of the communication that the Seller requires the carrier to sign, also undertakes to notify the carrier and the Seller of any change or modification of the destination of the Products. Failure to comply with the obligation will result in the Seller charging the Buyer for any taxes, surcharges, interest and penalties of any kind, as well as legal costs, in the event of findings by the Tax Authorities resulting from such failure to communicate.

3.10 Except in cases of wilful misconduct or gross negligence, the Seller shall not be liable for any damage resulting from delayed or failed delivery (total or partial) of the Products.

4- PRICES AND TERMS OF PAYMENT

4.1 The prices of the Products indicated in the offers are EXW; it follows that any other charges or expenses relating to the shipment, delivery and/or transport of the Products are the sole responsibility of the Buyer. The Seller reserves the right to modify the offers at any time with thirty (30) days' notice. These quoted prices will normally remain fixed for a minimum of 30 days (thirty).

Beyond this period, prices will be renegotiated between the parties. The funds necessary to cover any charges and expenses payable by the Buyer must, in this case, be paid in advance by the latter to the Seller; by way of example but not limited to, such expenses and charges include the cost of additional packaging, transport costs, ancillary charges, taxes, stamps, customs duties and any other additional charges not included in the prices. Product prices may be subject to corrections due to printing errors.

4.2 Product prices are net of statutory VAT, which must be paid in accordance with the invoice for the Italian market. For foreign markets, customs duties and taxes (if applicable) will be quoted separately.

4.3 If, between the date of order confirmation and the date of delivery, there are increases in the costs of raw materials, energy, labour, fuel, production costs, transport, etc., the Seller may increase the agreed price by giving written notice to the Buyer, including by email. However, if the new price exceeds the price agreed upon at the time of the order by more than 20%, the Buyer may withdraw from the contract by notifying the Seller of its intention to do so by email within 10 days of receiving notification of the price increase. Failing this, the new price shall be deemed to have been accepted.

4.4 The place of payment is set at the Seller's registered office, even in the case of the issuance of bank drafts or receipts, or the issuance of bills of exchange. Any acceptance by the Seller of bills of exchange, promissory notes, assignments or bank cheques is always understood to be subject to collection and/or payment and without novation of the debt. Payment is due in full upon delivery of the Products, unless otherwise agreed in writing.

4.5 In addition to the other remedies provided for by law and/or the Contract, the Seller shall apply interest on late payments in accordance with the provisions of Legislative Decree No. 231 of 2002.

4.6 In the event of online resale of the Products, the Buyer undertakes to comply with the requirements set out in the 'Special Conditions on Online Sales' made available by the Seller. In the event of a breach by the Buyer of any of the obligations set out in the Special Conditions on Online Sales, the Seller shall have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

4.7 The Buyer is free to determine the resale prices of the Products purchased from the Seller. The Seller reserves the right to communicate to the Buyer the commercial terms or advertised prices to be applied to the launch of certain new Products and the duration of the launch promotion in accordance with applicable legislation. In the event of a breach by the Buyer of the terms of the launch promotion, the Seller shall have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

5- WARRANTY TERMS

5.1 The Seller guarantees that the Products are free from faults and defects for a period of 12 months from delivery/installation, if applicable. The warranty is valid within the limits set out in Article 1495 of the Italian Civil Code. Any indications of weights, measurements, dimensions, colours, shades and other data contained in the Seller's catalogues and brochures are purely indicative and are not binding. Furthermore, given the variability of the product, the characteristics of the samples previously sent by the Seller to the Buyer are to be considered indicative and not binding.

With the warranty obligation, the Seller undertakes to replace the faulty and/or defective product within the limits of the Contract and in any case without any further obligation to compensate for direct and/or indirect and/or consequential damage suffered by the Buyer and/or third parties as a result of defects in the Products, without prejudice to the mandatory provisions of law. In any case, the Parties acknowledge that the Seller's total liability to the Buyer is limited to the price paid by the Buyer for the Products that gave rise to the Seller's liability.

5.2 For products that do not require installation, in any case, the warranty for faults and defects shall lapse after 8 (eight) days following the use of the Products or following the date of delivery; complaints must be made by e-mail addressed to the Seller and must document in detail the faults and defects found. The complaint does not entitle the Buyer to suspend or delay, in whole or in part, payment under the terms of the Contract.

5.3 It is understood that the warranty referred to in this article is excluded from installation, as well as where the defect and/or flaw in the Products is due to incorrect use, modification or alteration of the Products themselves, attributable to the Buyer.

6- FORCE MAJEURE

6.1 The Seller may suspend the performance of and/or withdraw from the Contract if performance is objectively impossible or excessively burden due to an unforeseeable event beyond its control, such as, for example, strikes, trade union disputes, accidents, explosions, boycotts, lockouts, fires, wars, earthquakes, civil wars, riots and revolutions, epidemics, requisitions, embargoes, power outages, floods, acts or omissions of law or government, acts of terrorism, delays or impossibility of supply from its suppliers, breakdowns of essential machinery or equipment, and other causes similar to those listed above.

7- ANTI-CORRUPTION. CODE OF ETHICS

7.1 The Buyer shall comply with the provisions of any applicable law, regulation or directive of any authority, government body or other national or international institution with regard to corrupt practices and offences (the 'Applicable Law') , including laws concerning illegal payments, offers, promises of money or any other benefit to public officials or public service employees for the performance of their duties or powers.

7.2 In particular, the Buyer shall comply with the provisions of the U.S. Foreign Corrupt Practices Act, the 1997 Convention on Combating Bribery of Foreign Officials in International Business Transactions and any other Applicable Law with regards to corruption.

7.3 The Buyer undertakes, on its own behalf and on behalf of its officers, directors, employees, collaborators or consultants, that no action shall be taken, directly or indirectly, in the performance of any contract that may constitute an offence under any Applicable Law and, in particular, the Buyer undertakes, on its own behalf and on behalf of its officers, directors, employees, collaborators or consultants that they shall not offer, give

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or authorize a) any gift, payment, gratuity or any other benefit to public officials or public service employees, employees or agents of any authority, government body, or any other national or international institution; b) any contribution of any kind to anyone who is a candidate for public office.

7.4 The Buyer shall comply with the provisions of Legislative Decree 231/2001.

7.5 The Buyer undertakes, on its own behalf and on behalf of its officers, directors, employees, collaborators or consultants who come into contact with the Seller in the performance of the Contracts, to inform the Seller's manager of any act, fact or action of which they may become aware and which may constitute an offence under Legislative Decree 231/2001 or which, in any case, may imply the administrative liability of the Seller under that law.

7.6 If, during the performance of the Contract, the Buyer engages in conduct described in Article 2635 of the Italian Civil Code, the Seller shall have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

7.7 In the event of a breach by the Buyer of any of the obligations referred to in Articles 7.3 and 7.5, the Seller shall have the right to terminate the Contract, pursuant to Article 1456 of the Italian Civil Code. The Buyer declares and guarantees that it has not been designated, nor is it controlled by or associated with any entity included in the restrictive lists of the USA, the EU or any other country, including, without limitation, the U.S. Treasury Department Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; and the Buyer undertakes not to sell or transfer Products to the aforementioned entities for any other reason. The Buyer declares that it complies with the requirements relating to economic sanctions, as well as with the laws and export control regulations in force in the USA, the EU and any other country, including, without limitation, the regulations governed by the Office of Foreign Assets Control.

7.8 In the event of a breach by the Buyer of any of the obligations, representations and warranties referred to in Article 7.8 above, the Seller shall have the right to terminate the Contract, pursuant to Article 1456 of the Italian Civil Code.

8- PROCESSING OF PERSONAL DATA

8.1 For the purposes of performing the Contract, the Parties undertake to comply with all obligations under Regulation (EU) 2016/679 on the 'protection of natural persons with regard to the processing of personal data and on the free movement of such data' (hereinafter 'GDPR'), as well as, within the limits of its applicability, Legislative Decree 196/2003 ('Privacy Code'), as last amended by Legislative Decree 101/2018, and the provisions of the Data Protection Authority.

8.2 By accepting this Agreement, each Party, to the extent of its respective competence, acknowledges that its own personal data and/or that of its employees and/or collaborators involved in the performance of the Agreement may be communicated to the other party and processed by the latter as an independent data controller for purposes strictly functional to the establishment and performance of the Agreement.

8.3 In particular, the Buyer acknowledges that its personal data and/or that of its employees and/or collaborators involved in the activities referred to in the Agreement will be processed by the Seller as an independent data controller for the purposes and in the manner indicated in the "Customer Information Notice" provided pursuant to Articles 13 and 14 of the GDPR and that the Buyer hereby undertakes to bring this to the attention of its employees and/or collaborators.

9- TERMINATION OF THE CONTRACT

9.1 The Seller has the right to terminate each Contract with the Buyer, with immediate effect, pursuant to Article 1456 of the Italian Civil Code, by sending an email stating that it wishes to invoke this express termination clause, in the following cases:

- a)** if the Buyer fails to fulfil the obligations set out in Articles 3.9, 4 and 7 of these General Terms and Conditions of Sale;
- b)** if the Buyer is responsible for a serious breach of contract.

9.2 The Seller has the right to withdraw from each Contract with immediate effect by sending an email to the Buyer, stating that it wishes to invoke this clause:

- a)** in the cases referred to in Articles 1.3, 3.7 and 6.1.
- b)** the Buyer is subject to enforcement, bankruptcy or liquidation proceedings;
- c)** the Buyer's financial and economic conditions are such as to reasonably suggest that the Buyer is in a state of crisis;
- d)** the shares and/or the majority or controlling interest in the Buyer's share capital, where incorporated as a company, are directly or indirectly transferred, sold or pledged as security.

10 - RETENTION OF TITLE

10.1 The Seller retains ownership of the Products until full payment of the agreed price. Consequently, the Buyer undertakes to:

- i)** make good use of them, in accordance with their intended purpose;
- ii)** not transfer the Products to third parties, unless expressly authorized in advance by the Seller. In this case, the Buyer shall assign to the Seller in advance all its rights deriving from the resale of the Seller's Products. The Seller accepts this assignment in advance. In the event of failure by the Buyer to pay in full or even in part for the supplies by the due date, the Seller may repossess the delivered products upon simple request. Notwithstanding the above, the Buyer shall be liable for any damage or loss occurring after delivery, even if due to unforeseeable circumstances, force majeure or other events not attributable to the Buyer.

11 - APPLICABLE LAW - JURISDICTION

11.1 These General Terms and Conditions of Sale and each Contract entered into by the Buyer with the Seller are governed by Italian law.

11.2 Any dispute arising between the Parties concerning the interpretation, validity or execution of these General Terms and Conditions of Sale and each Contract shall be referred to the exclusive jurisdiction of the Court of Modena, Italy.

11.3 It is understood between the Parties that only the Seller, at its discretion, has the right to waive the exclusive jurisdiction referred to in Article 11.2 above in order to take legal action against the Buyer at its domicile and before the competent Court therein.

11.4 For the interpretation of the terms of delivery and other commercial terms that may be used by the Parties, reference shall be made to Incoterms 2020 of the International Chamber of Commerce in Paris.

12 - TRADEMARKS AND DISTINCTIVE SIGNS AND IMAGES OF THE SELLER

12.1 The trademarks, logos and other distinctive signs, domain names, designs and models, texts and graphics, images and any advertising material of the Seller and/or relating to its products or those of its sub-suppliers (hereinafter, collectively and in each of its elements, the 'Seller's Property') are the exclusive property of the Seller and are protected by the laws in force concerning industrial and intellectual property. The Buyer is therefore authorized to use the Seller's Property only in accordance with the conditions set out in this article, excluding any further or different use. In the event of a breach, the Buyer shall be solely liable and undertakes to indemnify the Seller against any prejudicial consequences that may arise, including claims or actions by third parties in this regard.

12.2 In particular, the Seller's Property must be used:

- reproducing only what has been made available or is directly attributable to the Seller, thus excluding images, reproductions and the like found elsewhere;
- exclusively for descriptive/referential purposes of the Seller's original products, as they are functionally and directly related to the sale of the products themselves by the Buyer and therefore limited to descriptive/referential material related to the sale of products purchased by the Buyer, which is displayed, made available or distributed by the Buyer at its points of sale, through direct marketing activities and/or published on its institutional website and social network channels. It is understood that the aforementioned descriptive/referential material must include, in association with the relevant products, the trademarks of the Seller concerned from time to time; while it is permitted, but not mandatory, to reproduce the link to the Seller's websites/channels and/or institutional contacts;
- faithfully reproducing the shapes, sizes, colours and proportions, which may not be modified in any way.

12.3 The Buyer may not, under any circumstances, even temporarily, make the Seller's Property available to third parties, as any form of transfer/assignment, licence or concession for use, as well as any use in ways or forms other than those authorized, is prohibited. It is strictly forbidden to:

- to deposit and/or register anywhere in the world identical and/or similar trademarks, as well as web domain names and/or accounts/pages/groups etc. (including personal ones) on social networks, containing signs identical and/or similar to the Seller's trademarks;
- to use the Seller's trademarks as the Buyer's company name, denomination or business name;
- use the Seller's Property in the Buyer's advertising/communication initiatives in third-party media (such as: press, television, cinema, radio, public billboards and third-party websites/social network channels, or AdWords for search engines), in public relations, and in the context of sponsorship activities or during promotional events outside of points of sale, without the written authorization of Jordan Strackett LLC / ARTETEMI;
- in particular (but without limitation), it is strictly forbidden to use the Seller's Property by reproducing it on unauthorized media and/or gadgets and merchandising items, even if distributed free of charge; removing trademarks and/or other indications present therein; in such a way as to suggest to the public that the Seller sponsors (or in any case promotes) the buyer's activity or an event (e.g. sporting event) or that there is a commercial relationship between the Seller and the Buyer other than that between supplier and end customer or reseller (e.g. creation of a website identical or similar to that of the Seller, including through framing); in such a way as to damage the image, reputation and commercial positioning of the Seller, its trademarks and/or its products; in the context of misleading or comparative advertising, i.e. in comparison with third-party products. The use of the Seller's Property outside the permitted cases must be agreed in writing and in advance with the Seller. For example, any use of the Seller's Property on the Buyer's letterhead must be

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agreed in advance in writing with the Seller. The Seller reserves the right to request at any time, at its discretion, the immediate cessation of any use of the Seller's Property that does not comply with this article or is otherwise unauthorised, as well as the right to take legal action to protect its rights. In any case, the Buyer's right to use the Seller's Property as provided for in this article shall automatically cease upon termination, for any reason, of the sale by the Buyer of the Seller's products under these General Terms and Conditions of Sale. The Buyer is also required, throughout its relationship with the Seller, to promptly inform the Seller of any violation of the Seller's Property by third parties, as well as of any claims or actions brought by third parties in relation to the Seller's Property, of which it becomes aware.

13 - FINAL PROVISIONS

13.1 The invalidity of all or part of individual provisions of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.

13.2 These General Terms and Conditions of Sale may be amended, supplemented or modified exclusively by the Seller and in writing.

Special Terms and Conditions of Sale

1- The prices of the Products supplied by the SUPPLIER are agreed upon at the time of the estimate, quotation, or initial proforma invoice following the BUYER's request. They are all-inclusive of any other charges (packaging, testing, certificates, collection costs, etc.) and, if necessary, transport costs according to the agreed delivery terms will be quoted separately. In the event of technical changes requested by the end customer, the prices quoted will be immediately adjusted by the SUPPLIER. As a rule, these quoted prices will remain fixed for a minimum of 30 (thirty) days. Beyond this period, the prices will be renegotiated between the parties.

2- Returns of materials will not be accepted unless previously agreed and authorised in writing by the sales staff of Jordan Strackett LLC / ARTETEMI.

3- The collection of the materials being shipped must take place on the agreed date, communicated where possible, as defined in the order confirmation. Cancellations of materials already on the delivery note will not be accepted.

4- Unless the conditions already in use between the parties provide for different payment terms, the agreed payment is Advance Bank Transfer. The amount of VAT and any transport costs to the destination will be charged in full on the first due date.

6- The goods are delivered free at the EXW production facilities of the SUPPLIER and/or its sub-suppliers, unless expressly agreed otherwise.