



GENERAL TERMS & CONDITIONS

LABWARE PAYMENT INTEGRATION PLATFORM

These General Conditions ("General Conditions") are signed by Labware S.p.A. having its registered office in Civitanova Marche (MC), Via Enzo Ferrari, n.3, entered in Macerata Companies Registration Office under n° 01424730438, Tax Code and VAT n° 01424730438, share capital Euro 250,000.00 fully paid up represented by its pro-tempore legal representative ("Labware") and by the legal entity which signed, together with Labware, a document entitled "Order Document for the Purchase of the Service" (hereinafter, the "Order")

For your convenience, these Terms & Conditions have been translated into [English](#). Nevertheless, this translation is for informational purposes only, and the definitive version of this agreement is the Italian version, which will apply in case of discrepancies of interpretation or translation.

1. DEFINITIONS

- 1.1 In addition to the terms defined in other clauses within these General Conditions, the terms and expressions listed hereinbelow shall have the following meanings:
- a) "Client": indicates the entity signing the Order with Labware, as described in greater detail and specified in the first page of the Order.
 - b) "Connector" indicates the *software* developed by Labware allowing the connection between the Payment Service, the PoS and the *Device*.
 - c) "Agreement": indicates the contractual document regulating relations between the Client and Labware and comprising the Order and the documents mentioned in the Order which, accordingly, shall apply to the Orders (including the General Conditions).
 - d) "Device" indicates the *Device Vendor's* hardware device allowing the User to complete the Transaction by means of credit and/or payment cards, or otherwise through other, alternative forms of payment, as an alternative to completion of the online Transaction.
 - e) "Device Vendor" indicates the entity providing the *Device* to Labware, as indicated and identified in the Order.
 - f) "Business Day": each calendar day, with the exception of: (i) Saturdays and Sundays; and (ii) the other days on which banks do not open to the public in Milan.
 - g) "PoS": indicates a cash register, in other words a mechanical or digital device able to memorise each single transaction and, concurrently, to issue the commercial document relating to sales, returns or cancellations to the consumer, and to retain the total data for the day's takings.
 - h) "Payment Service Provider": indicates the company performing the Payment Service (as defined hereinbelow) and which may be (i) Stripe or (ii) Companies within the Stripe Group



(as defined hereinbelow).

- i) "Payment Service": indicates the service provided to the Client by the Payment Service Provider, to complete the online Transactions in favour of Users.
- j) "Maintenance Service": indicates the routine maintenance service for the Connector, in order to ensure that the Payment Service, the Register and the *Device* are always fully compatible.
- k) "Stripe": indicates the company, Stripe Payments Europe Ltd., a company operating under Irish law which is entered in the Companies Registration Office under number 513174, having its registered office in 1 Grand Canal Street Lower, Grand Canal Dock, Dublin (Ireland), in other words the company providing the Payment Service having been issued with appropriate authorisation and permits as required by law. Specifically, the Payment Services may be performed by Stripe through the following companies: (i) Stripe Payments UK Limited, a company registered in England and Wales, having its registered office on 9th floor, 107 Cheapside, London, EC2V 6DN, United Kingdom, entered in the Companies Registration Office under number 08480771, authorised by the *Financial Conduct Authority* (FCA) in accordance with Regulation 9 of the European Community Regulations of 2011 (Electronic Money), for the issuance of electronic money and the provision of Payment Services (register reference 900461); or (ii) Stripe Technology Europe Ltd, a company registered in Ireland with its registered office in 25 - 28 North Wall Quay, Dublin 1, Ireland entered in the Companies Registration Office under number 599050), which is authorised as an electronic money institute regulated by the Central Bank of Ireland (reference number: C187865) hereinafter, Stripe Payments UK Ltd and Stripe Technology Europe Limited shall be jointly defined as the "Companies within the Stripe Group";
- l) "Transaction": indicates the entire payment process starting with payment of the Client by the User, using the Payment Service by means of the *Device* or otherwise online; the Transaction may also be registered by the PoS and in such case, the process concludes with issuance of the tax receipt by the PoS;
- m) "Users": the individual and/or legal entity, which is the Client's client, as the party paying the consideration forming the subject matter of the Transaction.

2. SUBJECT MATTER OF THE AGREEMENT

2.1 As expressly prescribed in the Order, the purpose of the Agreement is for Labware to provide the Client with:

- (a) the Connector allowing, inter alia, the Client to access the Payment Service.
- (b) performance of the Maintenance Service.

(Hereinafter, jointly, the "Services") and

- (c) where expressly selected in the Order, by indicating "Card Present" mode for performance of the Services, the sale and/or delivery on a free loan for use basis and/or by way of an operational lease, of the *Device* by Labware to the Client.

with the proviso that the Services may also be provided separately, as well as the sale/delivery by way of a free loan for use and/or through an operational lease of the *Device*,



as specifically provided for in the Order.

- 2.2 It is agreed that the Agreement only includes the Services, with the result that any other service, function or action requested by the Client from Labware, shall form the subject matter of further specific agreements to be entered into between Labware and the Client.
- 2.3 The Client undertakes to use the Services and the *Device* solely for lawful purposes allowed by such legal provisions as may be in force at any one time, customs and customary practice and a duty of care and in all cases, without adversely affecting any third-party rights.
- 2.4 The Client acknowledges and accepts that, whenever it is deemed advisable at the sole discretion of Labware and/or Labware's vendors, Labware shall issue upgrades and developments for the Connector (hereinafter the "Upgrades and Developments") and, in this regard, the Client (i) acknowledges and accepts that the Upgrades and developments may cause alterations to or elimination of certain Connector functions and as a consequence may render it temporarily impossible to use the Payment Service; (ii) herewith releases Labware from any and all liability relating to any loss or damage arising as a consequence of the upgrades and developments and (iii) acknowledges and accepts that Upgrades and Developments may not necessarily include such upgrades, supplements, adaptations, developments, improvements and alterations generally made necessary by amendments, extensions, repeal or enactment of laws, decrees, regulations, directives, orders or decisions, be they enacted by Italian, European Union or foreign authorities, as may have an impact on the operational status and/or on the costs borne by Labware and/or on the structure of the software or which may give rise to substantive or structural amendments to legislation in force on the date on which this Agreement is entered into.

3. AGREEMENT TERM

- 3.1 The term of the Agreement entered into by Labware and the Client shall be as indicated in section A of the Order.
- 3.2 At every Agreement expiry date, it shall automatically be renewed for single periods of one year barring cases in which such automatic renewal is precluded by means of a notice not to renew which both Labware and the Client may send to the other party, by means of registered mail with return receipt or otherwise by means of certified email, by the sixtieth (60) day prior to each contractual expiry date.

4. THE CLIENT'S UNDERTAKINGS

- 4.1 The Client undertakes: (i) should it be necessary for the type of Service requested, to equip itself with the *Device* and/or the PoS prior to performance of the Services; (ii) when present, to ensure that the Device is kept perfectly functioning throughout the currency of the Agreement; (iii) to ensure that internet connectivity is suited to having the Services performed by Labware; (iv) when present, to ensure that the PoS remains constantly upgraded and constantly connected to Internet; (v) when present, to adapt the characteristics of its own PoS and internet connectivity to any alterations, replacements and corrective actions made to the Services subsequent to entering into the Agreement; (vi) to register, where requested by Labware, on the Payment Services Provider's site, and to create – again when requested by Labware – an account on the Payment Services Provider's system; (vii) to enter into the Agreement entitled "*Stripe Connected Account Agreement*" with the Payment Services Provider required for performance of the Payment Services.
- 4.2 In order to use the Services, the Client must use its own internet connection in order to ensure



that the Connector communicates with the Payment Services. In this regard, the Client must prepare all necessary, suitable resources and tools to ensure that it disposes of a suitable connection to internet, bearing all related costs and charges and incurring related liability (activating telecommunications lines, technical configuration works) in accordance with the technical specifications and the instructions provided by Labware to the Client in this regard.

- 4.3 The Client represents that, prior to entering into the Agreement it has provided Labware and also undertakes to provide Labware - after entering into the Agreement in respect of any supervening information - with all information in its possession, in addition to any other such additional information as Labware may request from the Client for the provision of the Services (including, by way of example, to ensure compliance with all obligations incurred by Labware or by the Payment Services Provider in accordance with law), specifying that the Client (i) herewith guarantees to Labware that this information shall be complete, correct and accurate (ii) herewith allows Labware to transfer this information to the Payment Services Provider and (iii) acknowledges and accepts that in the event of failure to send this information or in cases where such information is incomplete or incorrect, Labware shall be entitled to suspend provision of the Services with immediate effect.
- 4.4 The Client acknowledges and accepts that should the client fail to fulfil all its obligations in full in accordance with this article 4, Labware shall not provide the Services, without the Client being entitled to any compensation, indemnification or indemnity payable by Labware for failure on the part of Labware to perform the Services, specifying that - accordingly - this paragraph 4.4 is to be construed as an express waiver by the Client of any and all claims for compensation, indemnification or indemnity from and against Labware for failure on Labware's part to perform the Services.

5. CONSIDERATION, PAYMENT CONDITIONS AND INVOICING PLAN

- 5.1 The parties acknowledge and accept that consideration for the provision of the Services and/or for the sale/delivery by way of a free loan for use and/or through an operational lease of the *Device* (the "Consideration"), in addition to the related payment and invoicing procedures, is set out in the Order.
- 5.2 It is agreed that in the event of non-payment or delayed payment of any sum payable under the terms of the Agreement, (i) the acceleration clause shall automatically be invoked against the Client, (ii) late payment interest shall accrue on all sums due and payable as provided for under Legislative Decree 231/2002 and (iii) Labware shall be entitled to suspend provision of the Services.
- 5.3 Labware reserves the right to reassess the Consideration, by way of nonlimiting example, on the basis of increases in the retail price index as ascertained by ISTAT, accepting as the basis for calculations, the index from the same month in the previous year or additional evaluations based on implementation of the Connector functions, or the increase in costs for performance of the Services, advising the Client at least sixty days prior to the date on which the increase in Consideration becomes effective.
- 5.4 The Client acknowledges and accepts that the Payment Services Provider shall pay to Labware such Consideration as is due and payable by the Client under the terms of the Agreement, with the Payment Services Provider acting as the Client's authorised payor pursuant to article 1268 of the civil code. In this regard, (i) Labware expressly declares, pursuant to article 1268 paragraph 1 of the civil code that it does not release the Client from its own obligation to pay the Consideration; (ii) the Client expressly waives its own right to revoke the delegated authority to remit payment pursuant to article 1270 of the civil code



and (iii) pursuant to article 1271 of the civil code, the Payment Services Provider may not raise any objections which may be enforced against Labware by the Client.

- 5.5 Pursuant to the delegated authority to remit payment referred to in paragraph 5.4 above, the Payment Services Provider shall remit to Labware the Consideration in the name of and on behalf of the Client, withholding the amount of the Consideration from the sums payable to the Client following settlement of the transactions carried out by Users through the Payment Service.
- 5.6 In this regard, Labware shall send to the Client a report at the end of every month indicating the Consideration payable to Labware and identifying how the Consideration has been paid by the Payment Services Provider to Labware in accordance with the delegated authority to remit payment.
- 5.7 The Client acknowledges and accepts that the Payment Services Provider shall pay to the Client the sums for the Transactions performed, net of the Consideration, no later than three Business Days following the date on which the Transaction is completed by the User.
- 5.8 In order to safeguard the Client in the event of provision of services for which payment is not made concurrently with performance of such services (for example, the eventuality of food or beverages delivery, with prepayment to order by the User), the Client acknowledges and accepts that Labware, in lieu of immediately performing the Transaction, may carry out pre-authorisation on the card indicated by the User in an amount equal to the total future Transaction, before having the Transaction performed if the User and the Client actually complete the sale of the goods or service. In such eventuality, should the Payment Services Provider charge Labware a fee, commission, cost or consideration for carrying out such preauthorisation, the Client undertakes to pay Labware an amount, when contemplated and indicated by Labware, for carrying out this preauthorisation, which amount shall be paid by the Client to Labware in the same manner as is contemplated for payment of the Consideration.

6. INTELLECTUAL PROPERTY

- 6.1 With regard to this paragraph, "Pre-Existing Material" means any material, element, results, methodological application, *know-how*, process, knowledge, formula, model, documentation, software, semi-finished software, source code (regardless of whether they are material or immaterial or whether or not they are incorporated in a document or in a hardware storage medium or available in cloud mode or shared on a network) owned by or to which Labware has title or owned by third parties with which Labware has entered into specific licensing agreements and/or other specific agreements, or created directly or indirectly by Labware outside the scope of performance of the Services.
- 6.2 The Client acknowledges and accepts that all the industrial and intellectual property rights relating to the Connector and the Pre-Existing Materials are and shall remain the property of Labware and/or lawful title holders and under no circumstances whatsoever may they be transferred to the Client, which undertakes not to reproduce, forward, transfer, distribute or to sublicense the Connector and/or the Pre-Existing Materials to third parties or to decode them and as a consequence not to use them for purposes other than the Agreement.

7. PROVISION OF THE PAYMENT SERVICES

- 7.1 The Client acknowledges and accepts that the provision of the Payment Service shall be carried out by the Payment Service Provider and, consequently, the Client acknowledges and



accepts that, with regard to provision of the Payment Services, the contractual relationship between the Payment Services Provider and the Client shall be governed by the contractual terms and conditions set forth at the following link <https://Stripe.com/it/legal/connect-account> and shall also be governed by the agreement entitled "*Stripe Connected Account Agreement*" set forth at the following link <https://Stripe.com/it/legal/connect-account> (the "**Stripe Agreements**"), which the Client undertakes to enter into in the manner set out in the Client's *onboarding* procedure. Should for any reason whatsoever, the Stripe Agreement not be entered into within 7 days of the dates on which the Agreement is entered into, including by way of nonlimiting example, any refusal by Stripe to enter into the Stripe Agreements with the Client, the Agreement shall be deemed automatically terminated and the Client represents and accepts that it may raise no claims against Labware as a consequence of Stripe's refusal, termination of the Agreement or interruption of all Services.

- 7.2 The Client warrants and represents to Labware that it has viewed the terms, conditions and content of the contractual conditions regulating the use of the Payment Service as indicated in paragraph 7.1 above and that it accepts them without reservation, with the consequence that in the event of any defects and/or flaws relating to the Payment Service, the Client expressly accepts that it may solely initiate direct action against the Payment Services Provider pursuant to the agreements referred to in paragraph 7.1 above, with the exclusion of any right, on the part of the Client, to initiate action against Labware. The Client also undertakes to raise any claims or complaints and to bring any action regarding the Payment Service including any such claims, complaints and actions arising as a consequence of use of the Payment Service, directly with the Payment Services Provider, thereby releasing Labware from any and all liability for use of the Payment Service. The Client furthermore guarantees to Labware that it will use the Payment Services subject to the terms indicated by Stripe, herewith undertaking to indemnify Labware and hold it harmless from and against any accusations raised by Stripe against Labware due to actions for which the Client is liable or which relate to the Client.
- 7.3 The Parties agree that Labware: (1) is not an agent for the Payment Service provider; (2) provides the Services to the Client on its own account and for Stripe, without any authority to represent Stripe which provides Labware with the technological tools required for integration as required by the Connector; and (3) does not provide or offer payment services.
- 7.4 With regard to the Agreements with Stripe as per paragraph 7.1 above, the Client acknowledges and accepts that (i) Labware acts neither as agent nor intermediary for the Payment Service Provider; (ii) these agreements are to be construed as separate legal transactions between the Client and the Payment Service Provider. Accordingly, Labware is not a party to these agreements, and neither is it under any contractual or legal obligation in respect of provision of the Payment Service; (iii) Labware shall share with Stripe all such client data as may be necessary for Stripe to provide its own services; (iv) the Clients may use the services provided by Stripe only via the Connector and may access the information relating to the payment transactions drawn from its own *wallet* through the *dashboard* specifically developed by Labware.

8. MAINTENANCE SERVICE

- 8.1 Labware undertakes to provide the Maintenance Service to the Client in order to resolve technical and malfunctioning problems relating to the Connector in accordance with the service levels as indicated in the document mentioned in the Order and entitled "*Service Levels*" (hereinafter the "Technical Maintenance Annex").



- 8.2 Provision of the Maintenance Service and interaction with the Client shall be enabled through the use of online technologies (ticket handling) in accordance with terms and conditions to be determined by Labware at its own discretion and then communicated to the Client.
- 8.3 Labware undertakes to deal with and manage any alerts coming from the Client, in the manner indicated in the Technical Maintenance Annex.
- 8.4 In view of the complexity of the Services provided, without prejudice to the provisions of the Technical Maintenance Annex, Labware is unable to provide any warranties as to the maximum timeframe for resolving defects or malfunctioning of the Connector, though guaranteeing to conduct any operations to the best of its technical possibilities in order to promptly resolve any problems encountered by the Client.
- 8.5 The Client acknowledges and accepts that the assistance service and technical support for the Maintenance Service shall only be conducted by Labware remotely, with any direct intervention on the Client's IT systems being expressly ruled out.

9. LIMITATIONS ON LIABILITY – WARRANTIES – SUSPENSION OF THE SERVICES

- 9.1 Save in the case of wrongful intent or gross negligence, cases in which Labware's liability shall under no circumstances be subject to any limitations whatsoever, Labware's maximum liability incurred vis-à-vis the Client in the event of any breach of the provisions of the Agreement shall be limited solely to compensation for actual damage (expressly ruling out loss of profits and other consequential loss or damage and indirect loss or damage) and under no circumstances in any contractual year, may the amount of such compensation exceed the total of the Consideration for the Services which the Client shall pay to Labware in one contractual year.
- 9.2 Under no circumstances whatsoever may Labware be held liable for any loss of information or data or any interruption to the Client's business operations in all cases in which such data loss is not attributable directly to defects in the Connector and, specifically, Labware shall incur no liability (i) for loss or damage caused by unlawful use of the Payment Service, the Connector or the Services or by illegal distribution of copies of programs or calculation codes or confidential data, any work-around of the protection introduced by Labware for the Connector by means of tampering with hardware and/or software; (ii) in the event of improper use of the Payment Service, the Connector or the Services; (iii) in cases where access to the Payment Service is precluded or defective due to internet problems or functionality of the connection between the Client servers and the Payment Services Provider's servers or otherwise (iv) in the event of interruptions, defects or malfunctioning of the Payment Service.
- 9.3 Use of the Connector and the Services by the Client is contingent on compliance with the installation requirements which will be provided to the Client by Labware and Labware incurs no responsibility in the event that these system requirements are not complied with or met by the Client.
- 9.4 Should Labware declare that the Connector complies with specific laws or regulatory standards, such compliance shall be deemed applicable on the date on which the Connector is launched on the market, it being self-evident that any legislative or regulatory amendments are always possible, as are any changes to the manner in which regulations are interpreted. The Client shall verify that the use to which it intends to put the software is lawful (or still lawful), refraining from any utilisation in the event of any uncertainty as to legal compliance with respect to the intended use, promptly notifying Labware of the circumstances.



9.5 Labware accepts no other obligations and provides no warranty in addition to those expressly contemplated in this article (including the implied warranties of non-breach, marketability, suitability of the Connector and/or the Payment Service for a particular purpose).

9.6 Labware is entitled

- a) to suspend and/or interrupt use of the Connector by the Client, without paying to the Client any reimbursement, indemnification and/or compensation of any sort whatsoever (including as a consequence of suspension and/or interruption of the Payment Service), should it come to Labware's attention or should Labware discover that the Client is engaged in behaviour which breaches law or public order or the provisions of this Agreement;
- b) circumstances has occurred or is about to occur: (i) force majeure or unforeseeable circumstances; (ii) tampering or interference with the PoS and/or the Connector by unauthorised third parties; (iii) incorrect or nonconforming use of the Connector or the Services made available to the Client; (iv) malfunctioning or inadequacy of the connection used by the Client; (v) non-functioning, slowdowns or interruptions to the Payment Service; (vi) necessary routine and extraordinary maintenance by Labware and/or the Payment Service Provider; and (vii) should the Users obtain reimbursement in the event of fraudulent payments ("*Chargeback*") from their own bank or card issuing company in an amount greater than 0.5% of the total volume of transactions carried out by the Client's Users in the previous 30 day period, with the proviso that Labware may unilaterally raise the Chargeback relevance threshold pursuant to this article, notifying the Client at least sixty days prior to the date on which the threshold increase becomes effective;
- c) to interrupt the provision of the Services in order to maintain, update and modify the Connector and/or the manner in which the Services are performed or to enable new Services (or in order to allow the Payment Service Provider to maintain, update and modify the Payment Service).

10. TERMINATION ON THE GROUNDS OF BREACH - WITHDRAWAL

10.1 Labware is entitled to terminate the Agreement pursuant to article 1456 of the civil code, advising the Client in writing should the Client fail to pay or delay payment of such sums due to Labware in accordance with the terms of the Agreement or otherwise in cases where the Client fails to comply with: (a) the terms of use of the Payment Service as per paragraph 7.2; or the terms, should the rules set forth in Section II of the General Conditions apply, for the sale and/or free loan for use and/or operational lease of the *Device*; (b) the obligations governing intellectual property as per article 6; (c) the obligations governing the safeguarding of personal data as per article 11 below; (d) should the *chargeback* threshold exceed 1% (one per cent) of the total volume of transactions made by the Client's Users in the previous 30 day period; (e) should it transpire that the Client is maliciously or negligently involved in the *chargeback* transactions; (f) should the Client fail to comply with the Payment Services Provider's contractual conditions as indicated in article 5 above.

10.2 Without prejudice to the provisions of paragraph 10.1, in cases where the Client fails to pay or delays payment of the sums due to Labware under the payment terms set forth in the Agreement, Labware is entitled to suspend performance of the Services, or otherwise to restrain the Client from using the Connector pursuant to article 1460 of the civil code, notifying the Client in writing, without prejudice to Labware's right to demand that the Client remit late payment interest due on unpaid sums or sums paid late to Labware pursuant to legal provisions in force.



- 10.3 The parties acknowledge that should usage of the Connector by the Client or performance of the Services be suspended or interrupted by Labware under the terms of this article, under no circumstances whatsoever may Labware be held liable for temporary, albeit prolonged, failure by the Client to use the Connector.
- 10.4 Labware is entitled to withdraw from the Agreement by means of a written notice to be sent to this effect to the Client (a) at least 30 (thirty) days prior to the date on which such withdrawal occasions termination of the Agreement or (b) with immediate effect in the event of termination of ongoing contractual relations between Labware and the Payment Services Provider.
- 10.5 In the event of termination, withdrawal, cessation or expiry of the Agreement, (i) Labware does not provide a service to deliver copies of any data uploaded and stored on the platform and, consequently, the Client shall be responsible for storing and extracting copies of such data and (ii) should the *Device* be delivered on the basis of a free loan for use and/or operational lease, the Client shall be responsible for returning the *Device* to Labware within 5 (five) days of the date on which the Agreement ceases to be effective, at the Client's own cost, by sending it to Labware's registered office.

11. SAFEGUARDING PERSONAL DATA

- 11.1 Labware and the Client mutually undertake to fulfil all the obligations arising under Regulation (EU) 2016/679 relating to the protection of individuals with regard to the processing of their personal data (hereinafter also GDPR) and as subsequently amended and supplemented, and arising in accordance with any additional regulations applicable to the processing of personal data.
- 11.2 More specifically, by entering into this Agreement, the Client expressly authorises Labware to share the personal data belonging to the Client (or to the Client's clients) with the Payment Services Provider pursuant to their respective policies governing the processing of personal data, in order (i) to allow Labware to perform the Services; (ii) to allow the Payment Services Provider to perform the Payment Service and (iii) to comply with the provisions of applicable legislation..

12. AMENDMENTS TO THE AGREEMENT

- 12.1 Labware reserves the right to amend the Agreement at any time and for different reasons including, by way of nonlimiting example, business reasons, compliance with applicable laws or regulations and requirements to provide assistance to Users.
- 12.2 In the eventuality referred to in this paragraph, Labware shall in all cases proceed to notify the Client at least 1 (one) month prior to the date on which the new agreement becomes effective, via email to the address provided during registration ("Notice of Variation"). With effect from the date on which the Notice of Variation is received, the Client shall be subject to the same time limit to withdraw from the Agreement without costs and/or other charges.
- 12.3 Except in the case of withdrawal, the new version of the Agreement shall become effective 1 (one) month after the date on which the Notice of Variation is sent.
- 12.4 Any amendment to the Agreement shall be made in writing. The possibility of entering into ancillary verbal agreements and/or amended verbal agreements is expressly ruled out.

13. GENERAL PROVISIONS

- 13.1 The Client may not transfer the Agreement to third parties, either in its entirety and/or



partially. Any form of sub-licensing of the Connector is also prohibited as is any granting use of the Connector by the Client to third parties.

13.2 Labware may assign the Agreement to third parties, including partially.

13.3 The Services performed by Labware as provided for under the Agreement are regulated by Italian law and expressly exclude the application of principles governing legal conflict.

13.4 In addition to the above, the Client herewith undertakes (a) to comply with any law and/or regulation relating to corrupt practices including the US Foreign Corrupt Practices Act, the Bribery Act 2010 and law n° 231 of 8 June 2001 and in this regard, the Client warrants and represents to Labware that it has adopted and will maintain throughout the currency of the Agreement, corporate controls to bolster such compliance and (b) to comply with regulations pertaining to import and export including the International Traffic in Arms Regulations and related laws adopted in the United States of America governing exports.

13.5 Any dispute arising between Labware and the Client with regard to the Agreement or performance and interpretation of same shall be referred solely to Macerata Lawcourt.



SECTION II

SALE OR FREE LOAN FOR USE AND/OR OPERATIONAL LEASE OF THE DEVICE

1. APPLICATION OF SECTION II OF THE GENERAL CONDITIONS – DEFINITIONS

- 1.1. This section of the General Conditions shall only be applied should the Client acquire and/or receive the *Device* on the basis of a free loan for use and/or an operational lease, through Labware, or otherwise should the Order expressly mention the “*Card Present*” mode for performance of the Services.
- 1.2. The Client acknowledges and accepts that with regard to this part of the Agreement relating to the sale, or otherwise with regard to the free loan for use and/or operational lease of the *Device* by Labware to the Client, Labware acts solely as the *Device*'s distributor, with the consequence that the Client herewith undertakes to comply with the conditions of use for the *Device* which can be viewed at the following link <https://stripe.com/it/legal/connect-account>, in the section [Licence Agreement for Software for Terminals \(stripe.com\)](#) (hereinafter, the “Conditions of Use”).

2. OTHER CLAUSES REGARDING SALE OF THE *DEVICE*

- 2.1. The Client shall retain sole responsibility for installing and configuring the *Device*, where not expressly indicated as services to be performed by Labware in accordance with the Order.
- 2.2. The Client is also responsible for conducting verification on *Device* compatibility with its own cash system, and for verifying that all requirements are met for the *Device* to function correctly (by way of example, the presence of a suitable internet connection for use of the *Device*, digital and electric requirements for use of the *Device*).
- 2.3. It is agreed that (i) should the Client acquire several *Devices*, Labware may proceed with partial delivery of each single *Device*, depending on availability of the *Devices*; (ii) should Labware provide the Client with delivery timeframes, these delivery terms are to be construed as purely indicative and, accordingly, the Client expressly waives all claims to seek any compensation and/or indemnification from Labware arising as a consequence of failure to comply with the *Device* delivery timeframe; (iii) the *Devices* shall be delivered on an EXW (Ex-Works – INCOTERMS 2021) basis – Agreed place, Labware's plant located in Civitanova Marche (MC) Cap 62012 – Via Enzo Ferrari n° 3 Z.na Industriale A.

3. WARRANTIES ON THE *DEVICE*

- 3.1. Labware represents that the *Device* shall be without flaws and/or defects for a period of 12 months from the date on which Labware ships the *Device*.
- 3.2. The warranty provided by Labware as per the above paragraph shall cover solely *Device* manufacturing defects and, more specifically, Labware provides no warranties, including implied warranties as to the operational status of the *Device* with the Client's cash flow system.
- 3.3. Without prejudice to the agreed contents of the Conditions of Use, the Client acknowledges and accepts that (i) departing from the provisions of article 1495 of the civil code, the Client shall report any *Device* flaws and/or defects no later than 3 (three) days following *Device* delivery; (ii) the validity of the *Device* warranty shall be deemed contingent on the fact that the Client has correctly and promptly installed all the software updates on the *Device*, as



communicated by Labware and/or by the *Device Vendor*.

- 3.4. In all cases, the Client shall forfeit all rights relating to the *Device* warranty in addition to the contents of the Conditions of Use, should the *Device*:
- (a) have been modified/altere/adapted without Labware's written consent (including the modification or removal from the *Device* of the label bearing the serial number);
 - (b) have been used improperly and/or differently from the specifications set out in the *Device* documentation.
 - (c) have been prepared by third parties in a manner which fails to conform to Labware's quality standards.
 - (d) have been improperly installed by third parties or by noncertified partners and/or partners which have not been authorised by Labware.
 - (e) have been used together with products and software which have not been provided by Labware and which may have caused problems to the *Device*.
 - (f) have been physically moved by the Client, should this transferral have been the possible cause of the problem.
 - (g) have been acquired from third parties other than Labware or from resellers which have not been authorised by Labware.

4. RETURN OF THE *DEVICE* LOANED FOR FREE USE OR PROVIDED ON THE BASIS OF AN OPERATIONAL LEASE

- 4.1. It is agreed that should the *Device* have been loaned for free use and/or provided on the basis of an operational lease to the Client, Labware shall be entitled to demand that the Client return the *Device* even before the Agreement expiry date indicated in the Order, should the Client not have used the *Device* for a period exceeding 60 (sixty) days, including non-consecutive days, during the currency of the Agreement. In such an eventuality the Client shall return the *Device* to Labware no later than 5 (five) days after the date on which Labware specifically requests return of the *Device*, at the Client's own expense, to be sent to Labware's registered office. Return of the *Device* to Labware shall extinguish its own obligation to return the *Device* to the *Device Vendor*.
- 4.2. In any eventualities other than those described in paragraph 18.1 above, the Client shall return the *Device* in the manner and subject to the time limits indicated in paragraph 10.5 above.