V1. – 29 / 07 / 26

SERVICE GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

1) The present General Terms and Conditions ("T&C") regulate the supply of all the technical aftersales services (collectively, "Services") as described in each offer ("Offer").
2) The present T&C and each Offer of Services form each contract of Services ("Contracts"), which shall be deemed as executed at the moment of the signature of the Offer. In case of any inconsistency between the Offer and the T&C, the Offer shall apply.
3) In case customer's general terms and conditions are inconsistent with MEI's, the present T&C shall apply.

2. PERFOMRANCE OF THE SERVICES

1) The Services may be performed remotely, through an internet connection, or with visits at the customer's site.
2) Services performed with visits at customer's site:
   a) The visit will be carried out at customer's site on the scheduled days agreed between the parties, on standard working days (not weekends) and hours (daily shift).
   b) THE MACHINES WILL NOT BE AVAILABLE FOR PRODUCTION DURING THE VISIT ACTIVITIES. MEI IS NOT RESPONSIBLE FOR AND WILL PROVIDE NO COMPENSATION FOR ANY COSTS RELATED TO PRODUCTION STAND-BY OR DELAYS.
   c) CUSTOMER SHALL:
      (i) INFORM OF ANY SAFETY RULE IN FORCE;
      (ii) MAKE THE PREMISES' UTILITIES AVAILABLE AND FUNCTIONAL;
      (iii) USE ONLY O.E.M. GENUINE PARTS, CONSUMABLES AND TOOLS;
      (iv) PROVIDE INFORMATION ABOUT MACHINES STATUS AND SPARE PARTS AVAILABILITY;
      (v) CONFIRM THE LOCATION OF THE MACHINES AND THE POINT OF CONTACT.
3) Services performed remotely:
   DURING THE REMOTE INTERVENTION, CUSTOMER WARRANTS THAT:
   a) ITS PERSONNEL IS TECHNICALLY SUITABLE TO COLLABORATE FOR THE PROPER PERFORMANCE OF REMOTE INTERVENTION AND AUTHORIZED FOR THIS PURPOSE BY THE CUSTOMER ITSELF;
   b) IN THE SITE NOBODY HAS ACCESS TO THE MACHINES, ON WHICH THE REMOTE INTERVENTION IS PERFORMED.
4) IN CASE OF VIOLATION OF THE OBLIGATIONS SET FORTH IN THIS ARTICLE, MEI SHALL NOT BE HELD RESPONSIBLE FOR ANY FAILURE TO PERFORM OR PARTIAL PERFORMANCE OF THE SERVICE AND SHALL BE ENTITLED TO CHARGE THE CUSTOMER FOR THE ORDERED SERVICE.

3. PRICES AND PAYMENT TERMS

1) The prices and payment terms are indicated in the Offer.
2) If the customer fails to comply with the payment terms indicated in the Offer, after 15 (fifteen) calendar days from the due date, MEI shall be entitled to claim the payment of interest equal to 1.5% per calendar month of the total amount unpaid, without any prejudice to MEI's right to request further compensation for any more significant damage suffered

4. WARRANTY

1) If the customer reports defects in the performance of the Service, provided that the claim is submitted within 3 (three) weeks from the signature of the Service completion report, MEI will verify the claim and, if it deems it justified, will perform the service free of defects. To this end, the customer shall grant MEI the necessary time and opportunity to take all necessary actions.
2) If the defect claim is unfounded, MEI is entitled to request from the customer the refund of the expenses incurred.

5. DURATION

1) THE DURATION OF THE CONTRACT IS INDICATED IN THE OFFER.
2) MEI HAS THE RIGHT TO TERMINATE IMMEDIATELY THE CONTRACT AT ANY TIME, IF:
   a) CUSTOMER IS IN PAYMENT DEFAULT FOR MORE THAN 30 (THIRTY) DAYS;
   b) THE VISIT CANNOT BE CARRIED OUT WITHIN THE CONTRACT'S EXPIRATION DATE FOR ANY CAUSE ATTRIBUTABLE TO THE CUSTOMER.
3) IN CASE OF TERMINATION OF THE CONTRACT PURSUANT TO ARTICLE 5.2.B), MEI WILL HAVE THE RIGHT TO WITHHOLD ANY ADVANCE PAYMENT PAID BY THE CUSTOMER, AS COMPENSATION.

6. LIMITATION OF LIABILITY

1) MEI SHALL BE LIABLE FOR DAMAGES CAUSED BY THE PERFORMANCE OF THE SERVICES ONLY IN CASE OF: GROSS NEGLIGENCE; CULPABLE INJURY OF BODY, HEALTH, LIFE; INTENTION; DEFECTS THAT MEI HAS HIDDEN ON PURPOSE OR THAT MEI DECLARED NOT PRESENT ON THE MACHINE/S

7. FORCE MAJEURE

1) MEI SHALL NOT BE HELD RESPONSIBLE FOR ANY DELAY OR FAILURE IN THE PERFORMANCE OF THE SERVICES UNDER THE CONTRACT IN CASE FORCE MAJEURE EVENTS (WHICH INCLUDE, BUT ARE NOT LIMITED TO: WARS, CIVIL WARS, PANDEMICS, INSURRECTION, FIRES, EARTHQUAKES, STRIKES, EMBARGOES, ACTS OF GOD, ACTS OF REGULATORY AGENCIES, OR NATIONAL DISASTERS) AND THE CONNECTED NATIONAL, STATE, COUNTIES OR CITY REGULATIONS PREVENT MEI FROM ORGANIZING TRIPS OR MEI TECHNICIANS FROM SAFELY TRAVELLING. IN THESE CASES, MEI WILL COMPLETE THE ACTIVITIES AS SOON AS CIRCUMSTANCES ALLOW.
2) IN CASE OF FORCE MAJEURE EVENTS, MEI WILL RESERVE THE RIGHT TO REVISE THE RATES FOR LIVING EXPENSES, BOARD AND TRANSPORT COSTS FOR MEI TECHNICIAN.

8. CONFIDENTIALITY

1) CONFIDENTIAL INFORMATION MEANS ALL ECONOMIC OR TECHNICAL INFORMATION, WHETHER ORAL OR WRITTEN, DISCLOSED BY MEI TO CUSTOMER OR LEARNED OR OBSERVED BY CUSTOMER OR ITS PERSONNEL DURING THE EXECUTION OF THE CONTRACT.
2) CUSTOMER SHALL: (A) KEEP, AND SHALL CAUSE ITS PERSONNEL TO KEEP, STRICTLY CONFIDENTIAL AND NOT DISCLOSE TO ANY THIRD PARTY THE CONFIDENTIAL INFORMATION; (B) NOT USE, AND SHALL NOT PERMIT ITS PERSONNEL TO USE, ANY CONFIDENTIAL INFORMATION EXCEPT IN ACCORDANCE WITH THIS T&C; (C) EXERCISE ALL REASONABLE EFFORTS (AND IN NO EVENT LESS THAN REASONABLE CARE) TO PREVENT UNAUTHORIZED PERSONNEL AND THIRD PARTIES FROM GAINING ACCESS TO CONFIDENTIAL INFORMATION; (D) DISCLOSE CONFIDENTIAL INFORMATION ONLY TO SUCH OF ITS PERSONNEL WHO HAVE A NEED TO KNOW SUCH CONFIDENTIAL INFORMATION TO FULFIL THE RESPECTIVE OBLIGATIONS UNDER THE CONTRACT; (E) PRIOR TO ANY DISCLOSURE, INSTRUCT ITS PERSONNEL OF THE CONFIDENTIAL NATURE OF, AND TO MAINTAIN THE CONFIDENTIALITY OF THE CONFIDENTIAL INFORMATION AND, IN ANY CASE, BIND THE PERSONNEL RECEIVING THE CONFIDENTIAL INFORMATION TO A WRITTEN AGREEMENT WITH CONFIDENTIALITY OBLIGATIONS AT LEAST AS RESTRICTIVE AS THE CONTRACT; AND (F) IN ANY CASE BE

RESPONSIBLE FOR ALL ACTIONS OF ITS PERSONNEL, INCLUDING ANY BREACH OF THE TERMS HEREOF.

3) IN THE EVENT CUSTOMER BECOMES AWARE OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS, SHALL PROMPTLY NOTIFY MEI IN WRITING OF SUCH BREACH.
4) UPON MEI'S REQUEST, CUSTOMER SHALL PROMPTLY RETURN TO MEI ALL OF THE CONFIDENTIAL INFORMATION. CUSTOMER SHALL BE ENTITLED TO RETAIN ONE COPY OF ANY DOCUMENT CONTAINING CONFIDENTIAL INFORMATION FOR SO LONG AS NECESSARY IN ORDER TO COMPLY WITH THE APPLICABLE LAW PROVIDED, HOWEVER, THAT THE CONFIDENTIALITY OBLIGATIONS SHALL CONTINUE TO APPLY.
5) CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS MAY RESULT IN IRREPARABLE INJURY FOR MEI AND, THEREFORE, IN THE EVENT OF ANY SUCH BREACH OR THREATENED BREACH, A RESTRAINING ORDER AND AN INJUNCTION MAY BE ISSUED AGAINST CUSTOMER TO PREVENT UNAUTHORIZED DISCLOSURE OF THE CONFIDENTIAL INFORMATION.
6) THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS ARTICLE ARE VALID FOR THE ENTIRE DURATION OF THE CONTRACT AND FOR THE FOLLOWING FIVE (5) YEARS AFTER THE CONTRACT'S EXPIRATION.

9. APPLICABLE LAW AND JURISDICTION

1) THE CONTRACT SHALL BE GOVERNED IN ACCORDANCE WITH THE INDIAN LAW.
2) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, INCLUDING PROVISIONAL REMEDIES AND INJUNCTIONS, SHALL BE SUBJECT TO THE EXCLUSIVE TERRITORIAL JURISDICTION OF BANGALORE, INDIA.

10. NO RUSSIA AND NO BELARUS CLAUSE

1) IN ALIGNMENT WITH MEI GROUP'S COMPLIANCE POLICIES, PURSUANT TO AND FOR THE PURPOSES OF ARTICLE 12G OF REGULATION (EU) 833/2014, AS AMENDED, AND ARTICLE 8G OF REGULATION (EU) 765/2006, AS AMENDED, THE CUSTOMER IS EXPRESSLY PROHIBITED FROM RE-EXPORTING TO RUSSIA AND/OR BELARUS AND/OR RE-EXPORTING FOR USE IN RUSSIA AND/OR BELARUS, THROUGH WHICHEVER MEANS, WHETHER DIRECTLY OR INDIRECTLY, THE PRODUCTS SUPPLIED BY MEI, REGARDLESS OF THE TITLE AND LEGAL ENTITY UNDER WHICH THE SUPPLY, TRANSFER OR RE-EXPORT IS CARRIED OUT.
2) IN THE EVENT OF BREACH OF THE PROHIBITION SET FORTH IN THE PRECEDING PARAGRAPH, MEI SHALL BE ENTITLED TO CLAIM THE PAYMENT OF A PENALTY EQUAL TO 20% OF THE PURCHASE PRICE, IMMEDIATELY PAYABLE, WHICH THE PARTIES MUTUALLY ACKNOWLEDGE TO BE APPROPRIATE CONSIDERING THE IMPORTANCE OF THE COMPLIANCE WITH THE CONTRACTUAL OBLIGATIONS IMPOSED ON THE CUSTOMER FOR PURPOSES OF THE AFORESAID REGULATIONS. IN ANY CASE, MEI SHALL BE ENTITLED TO REQUEST FURTHER COMPENSATION FOR ANY GREATER DAMAGE SUFFERED AS A CONSEQUENCE OF CUSTOMER 'S BREACH AND TO SEEK ANY OTHER REMEDY PROVIDED FOR IN THIS CONTRACT IN CASE OF BREACH BY CUSTOMER OF ITS OBLIGATIONS AND PROHIBITIONS.
3) NOTWITHSTANDING THE FOREGOING, THE CUSTOMER HAS BEEN INFORMED THAT MEI'S KNOWLEDGE OF THE BREACH OF THE CUSTOMER'S OBLIGATIONS UNDER THIS CLAUSE WILL RESULT IN MEI'S OBLIGATION TO REPORT TO THE COMPETENT AUTHORITIES.