DRIVEN BY PASSION

V.6 - 25/08/2026

GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

Except where the context requires otherwise, the following definitions shall apply to the Contract:

- "**Business Day**" means a day (other than a Saturday or Sunday) when banks are open for business in Hong Kong;
- "**Purchaser**" means any person or entity who is interested in the purchase of the Products from MEI;
- "**Contract**" means the agreement formed by the Order Confirmation and these General Terms and Conditions entered into force by and between MEI and the Purchaser according to Article 3 of these General Terms and Conditions, which shall regulate the Contract formation, interpretation, execution and termination;
- "**Confidential Information**" means all information disclosed by one Party (hereinafter, "**Disclosing Party**") to the other Party (hereinafter, "**Receiving Party**") or learned or observed by the Receiving Party or its personnel, including both information expressly and singularly indicated by the Disclosing Party as "confidential" (or with other words or references which indicates their confidential nature), and information that for their nature or contents are to be considered as confidential regardless any indication given by the Disclosing Party, relating to: (a) the other Party's business or business plans, utilization data, cost and pricing and discounts data, software products, programming techniques, data warehouse and methodologies, all proprietary information (including MEI Software and Products IP), know-how, trade secrets, technical and non-technical materials, Products, Products specifications, processes, sales and marketing plans and strategies, designs; (b) information of any Third Parties for which Purchaser and/or MEI have an obligation of confidentiality; (c) any discussions and proceedings relating to any of the foregoing information, whether disclosed in oral, electronic, visual, written or any other form; and (d) any information developed or derived by either Party from the information described in the foregoing clauses (a), (b) and (c). The fact that the Disclosing Party marks or identifies as confidential or proprietary specific information shall be indicative of the fact that such Party considers such information to be confidential or proprietary, but non-identification shall not conclusively determine whether or not such information is considered by the Disclosing Party to be confidential. Confidential Information shall include the terms and conditions of the Contract but does not include any information which the Receiving Party can demonstrate: (i) was lawfully in its possession and reduced to writing prior to the time of disclosure by or on behalf of the Disclosing Party and which is not subject to another obligation of confidentiality; (ii) is or becomes generally available to the public through no breach of this Contract by the Receiving Party or its personnel; (iii) is obtained from a Third Party lawfully entitled to possession of such Confidential Information and under no obligation of confidentiality to the Disclosing Party or its affiliates; or (iv) was independently developed by, or for, the Receiving Party without reference to, aid from or reliance upon the Confidential Information of the Disclosing Party, provided that the Receiving Party unequivocally and unambiguously proves such circumstances in writing.
- "**Force Majeure Event**" means the occurrence of an event or circumstance that prevents or impedes a Party (hereinafter, "**Affected Party**") from performing one or more of its contractual obligations under the Contract, if and to the extent that the Affected Party by the impediment reasonably proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the Contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party. The following events affecting a Party shall be presumed to fulfil the conditions above: war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; currency and trade restriction, embargo, sanction; act of authority whether lawful or unlawful, pandemic (including restriction measures implemented in order to prevent the spread of the disease or virus), compliance with any law or governmental order,

expropriation, seizure of works, requisition, nationalization; plague, epidemic, natural disaster or extreme natural event; explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises. In no case shall Purchaser be entitled to invoke a Force Majeure Event in order to delay any of its payment obligations;

- "**General Terms and Conditions**" means these general terms and conditions of sale;
- "**Intellectual Property**" means, without limitation, (a) any patents, invention disclosures, including continuations, divisional, continuation-in-parts, reissues, re-examinations, extensions and supplementary protection certificates, and any applications and/or registrations thereof; (b) trademarks, service marks, names, corporate names, trade names, domain names, logos, software (including MEI Software) slogans, trade dress, design rights, and other similar designations of source or origin and all applications and/or registrations therefore; (c) copyrights and copyrightable subject matter and all applications and/or registrations therefore; and (d) information and know-how, practices, techniques, methods, processes, ideas, concepts, inventions, developments, specifications; (e) any application for protection or registration of any of the above rights (i.e. under sub-paragraphs (a) to (d)) and all renewals and extensions thereof existing anywhere in the world; and (f) all other industrial and intellectual property rights protected by any applicable law existing anywhere in the world - whether registered or unregistered - and rights similar or analogous to the above rights (i.e. under sub-paragraphs (a) to (e)) in any jurisdiction
- "**Laws**" means, collectively, all applicable international, supranational, national, federal, state, provincial, regional and local laws, directives, statutes, ordinances, codes, rules, regulations, orders, decrees, guidelines or other pronouncements of any governmental, administrative or judicial authority having the effect of law, whether in existence at the effective date of the Contract or hereafter promulgated, enacted, adopted or amended;
- "**MEI**" means Meisystem Asia Limited. a company duly organized and existing under the laws of Hong Kong and having its registered office at Hong Kong, Tsuen Wan-Unit 8, 13F Wharf Cable Tv Tower 9 HOI SHING ;
- "**Offer**" means the non-binding document issued by MEI listing the commercial terms and conditions applicable to the sales of Products requested by the Purchaser. The commercial terms and conditions of the Offer shall be deemed valid and applicable for a period of 30 (thirty) calendar days starting from the date therein reported, unless differently specified.
- "**Order Confirmation**" means a document issued by MEI and submitted to Purchaser which includes the indication of the prospected Delivery Date (as defined below) and incorporates by reference these General Terms and Conditions;
- "**Party**" and/or "**Parties**" means MEI and the Purchaser, individually or jointly considered;
- "**Products**" means the products offered by MEI and included in the offer, including MEI machines (hereinafter, "**Machines**");
- "**Purchase Order**" means the order/s issued by Purchaser for the purchase of the Products;
- "**Purchase Price**" means only the price of the Products (and the MEI Software License) with the exclusion of any other price components (for example, the price for the packaging of the Products);
- "**Third Party**" means any entity (natural or legal person) other than a Party.

2. CONTRACT

2.1 The Contract shall consist only of the Order Confirmation and these General Terms and Conditions. In the event of any conflict of terms between the two documents, the following order of priority shall apply: (i) Order Confirmation; (ii) General Terms and Conditions.

2.2 Under no circumstances, the Purchaser shall be entitled to demand and/or enforce the application of terms and conditions other than those contained in the Contract and, therefore, any other sales and/or purchase terms and conditions which may be specified by the Purchaser within the Purchase Order (or in any other document) or, in any case, specified or delivered by the Purchaser, orally and/or in writing, at any stage of the contractual negotiation

and/or even after the conclusion of the Contract, and any general purchase conditions of the Purchaser, regardless of the modalities by which they are delivered or brought to the attention of MEI (including any reference to the Purchaser's website) shall not apply to the supply of the Products and/or shall not be enforceable against MEI.

2.3 The Contract shall be valid, effective and binding for MEI only when formed in accordance with Article 3 of these General Terms and Conditions.

2.4 The Contract constitutes the entire agreement between the Parties with respect to the supply of the Products and shall prevail over and supersede all prior negotiations, representations and/or agreements related to such supply, either written or verbal. No amendments to or modifications of any terms and conditions of the Contract shall be valid unless made in writing and signed by both Parties.

3. FORMATION OF THE CONTRACT

3.1 Any Contract related to the supply of the Products shall be considered executed, valid and binding for the Parties in accordance with the following procedure:

a) Upon Purchaser's request, MEI shall issue and provide to the Purchaser an Offer. The Offer will not be binding for MEI as the Offer will simply constitute an invitation to the Purchaser to submit a Purchase Order. All Offers will therefore always be revocable and/or modifiable by MEI without the need for any prior notice to the Purchaser.

b) Upon the receipt of the Offer, the Purchaser shall issue and provide to MEI a Purchase Order for the purchase of the Products in accordance with the commercial terms and conditions of the Offer. Any Purchase Order shall be placed by the Purchaser in a written form and shall not be effective or binding for MEI unless as set forth in Article 3.2 and 3.3 of these General Terms and Conditions. In any case, MEI, at its sole discretion, shall always be entitled to refuse a Purchase Order.

c) Within 10 (ten) Business Days after the receipt of a Purchase Order, MEI shall:
(i) issue and provide to the Purchaser an Order Confirmation; or
(ii) in case of any open matter or missing information, contact the Purchaser in order to request clarifications on the terms of the Purchase Order and, after the receipt of the requested clarifications and/or after closing any open matter, provide Purchaser with an Order Confirmation.

d) No later than 3 (three) Business Days after the receipt of an Order Confirmation, Purchaser shall be required to provide to MEI the Order Confirmation duly signed confirming its unconditional acceptance of the Order Confirmation and these General Terms and Conditions.

e) No later than 10 (ten) Business Days after the receipt of the Machine layout and the Machine checklist from MEI, Purchaser shall provide to MEI the Machine layout and the Machine checklist duly completed or any other technical information required for the Products manufacturing. In case of any delay of the Purchaser, MEI shall be entitled to adjust and/or postpone the Delivery Date.

3.2 The Contract shall be considered executed, valid and binding for the Parties (alternatively):

a) upon receipt by MEI of the Order Confirmation duly signed by Purchaser; or

b) in case Purchaser will not provide MEI with the signed copy of the Order Confirmation:
(i) upon Purchaser performance of any of its contractual obligations. On the contrary, the performance

by MEI of any of its contractual obligations shall not imply and shall not be interpreted as a tacit or implicit acceptance of any other terms and conditions than those included in the Order Confirmation and these General Terms and Conditions; or, in any case

(ii) 5 (five) Business Days after the date in which MEI sent to the Purchaser the Order Confirmation.

3.3 It is understood between the Parties that after the issuance of the Order Confirmation, the Purchaser shall not be entitled to terminate, cancel or modify any Purchase Order without the prior written consent of MEI. In case MEI, at its sole discretion, will grant (in writing) to Purchaser the possibility to amend, terminate or cancel any Order, Purchaser shall in any case be required to reimburse MEI any costs or expenses eventually incurred and, if applicable, MEI shall be entitled to postpone the Delivery Date.

3.4 In any case, the Contract shall be governed solely and exclusively by the Order Confirmation and these General Terms and Conditions.

4 SCOPE OF THE CONTRACT

MEI agrees to sell, and Purchaser agrees to buy the Products as described in the Order Confirmation in accordance with the terms and conditions of the Contract (Order Confirmation and these General Terms and Conditions).

5 DELIVERY OF THE PRODUCTS

5.1 MEI undertakes to deliver to Purchaser the Products according to the Incoterm EXW (Incoterms 2020) at MEI's facility. The Parties hereby agree that the delivery date of the Products shall be the pick-up date of the Products at MEI's plant (hereinafter, "**Delivery Date**").

5.2 The Delivery Date included in the Order Confirmation shall have to be considered purely indicative and, therefore, MEI shall in no case be responsible for any damage, expense, costs, loss of profit arising from any delivery delay.

5.3 In case of any delay attributable to Purchaser (for example, any payment delay):

a) MEI shall be entitled to postpone the Delivery Date accordingly; and

b) MEI may store the Products and the Purchaser shall bear the risk, the costs and expenses arising out of, related to or in connection with such delay or storage.

6 PACKAGING

6.1 The Purchaser, within the Purchase Order, is required to provide clear and precise information about the type of packaging that has to be used for the delivery of the Products. In any case, MEI, at its sole discretion, shall be entitled to deliver the Products with its standard packing.

6.2 In any case, the price for the packaging shall be paid by Purchaser in addition to the Products' purchase price (hereinafter, "**Purchase Price**").

6.3 Upon collection of the Products at MEI's facility, the Purchaser or, in any case, the carrier appointed by the Purchaser for the collection of the Products, is required to carefully inspect the condition of the packaging and immediately report (in writing) any eventual defects to MEI. If the Purchaser or the carrier does not report any defects and/or non-conformities during the collection operations, any future claim with regard to the packaging shall have to be considered waived by Purchaser.

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6.4 The Purchaser is obliged to remove the packaging and the VCA bag from the purchased Product within 3 months from the date of arrival at Purchaser's site. MEI is not liable for possible damages arising from not being compliant with this obligation

7 PRICE AND PAYMENT TERMS

7.1 Price

a) the Purchase Prices indicated in the Offer and/or the Order Confirmation shall have to be considered the prices applicable only to the Products specifically included in such Offer or Order Confirmation.

b) All the taxes, training course fee, packaging cost, shipping cost, installation cost and expenses related to the restart of the Machine are not included in the Purchase Price.

c) MEI shall be entitled to modify and adjust the Purchase Prices and/or the other price components at any time (even after the completion/perfection of the Contract) whenever such price adjustments are necessary or appropriate due to causes or events that are beyond MEI's control. In such cases, MEI will send to the Purchaser a notice to communicate such price modification.

7.2 Payments

a) The Purchaser shall pay the Purchase Price and any other compensation due to MEI in accordance with the terms and conditions set forth in the Order Confirmation. It is understood that any collection fees, bank fees, stamp duty or any other cost related to the payment(s) of the Products shall be paid by the Purchaser.

b) The Purchaser cannot suspend any payments for any reason and cannot compensate payments or other amounts due to MEI in relation to the Contract with amounts that MEI could be required to pay to the Purchaser in relation to the Contract.

c) Any Purchaser's delay in performing any of its payment obligations shall immediately give MEI the right to:
   (i) charge the Purchaser with the interest provided by Law (in addition to any other additional cost, expense or damage eventually suffered by MEI);
   (ii) if the delay is prior to the delivery of the Products, immediately suspend the production, the sale and/or the delivery of the Products; and
   (iii) if the delay is after the delivery of the Products, if applicable, immediately suspend the execution of any other service or activity to be performed in favour of the Purchaser in relation to the Products or any other MEI's products.

d) Should payment (even partially) be delayed by Purchaser for more than 15 (fifteen) calendar days, MEI, without prejudice to any other remedy that can be available pursuant to the Contract or any applicable Laws:
   (i) shall have the right to immediately terminate the Contract; and/or
   (ii) Shall be entitled to claim from the Purchaser the payment of a penalty 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 greater damage suffered.

e) MEI shall be entitled to transfer and/or assign any of its credits to a Third Party.

f) If, after the formation of the Contract, circumstances arise concerning the financial conditions of the Purchaser which threaten Purchaser's ability to fulfil its payment obligations, MEI shall have the right to suspend the production, the sale and/or the delivery of the Products and to require:

(i) the full payment of the Products in advance;
(ii) that the Purchaser issue and deliver to MEI an adequate and acceptable guarantee to cover its payment obligations to MEI under the Contract.

In case the Purchaser doesn't comply with MEI's request, MEI shall be entitled to terminate the Contract, in addition to all other remedies provided by Law or specified in the Contract.

8. TRANSFER OF RISK AND RESERVATION OF OWNERSHIP

8.1 At the Delivery Date all risks of loss or damage related to the Products shall be transferred to Purchaser so that, after such date, Purchaser bears all the risks for every kind of loss or damage of the Products. In case of any delay of the delivery attributable to Purchaser, all risks of loss or damage related to the Products shall be considered transferred to Purchaser when the Products are made available for collection (pick up date).

8.2 The Parties hereby further agree that the ownership of the Products shall be considered transferred from MEI to Purchaser only with receipt by MEI of the full payment of the Purchase Price and, therefore, during the retention of title period, Purchaser:

a) shall be required to treat the Products carefully and, in any case, shall be liable for any eventual damage occurred to the Products during such period; and

b) shall not be entitled to sell, dispose or encumber the Products or, in any case, execute any other action that could affect the MEI's right on the Products.

8.3 Purchaser undertakes the obligation to comply (at its sole expense) with all the formalities provided for by the applicable Law in order to ensure that the retention of title set forth in Article 8.2 is enforceable by MEI against any Third Party.

9. FINAL TEST, ACCEPTANCE AND INSTALLATION

9.1 Final Test

a) The final test (hereinafter, "**Final Test**") consists of a test to be performed on each of the Products in order to verify if they are in compliance with the technical requirements included within the Order Confirmation.

b) The Final Test will be carried out at MEI's facility no later than 15 (fifteen) days before the Delivery Date and the following procedure shall apply:
(i) no later than 30 (thirty) days before the Delivery Date, Purchaser may request in writing to MEI to participate in the Final Test (hereinafter, "**Participation Notice**"). Within such written request, Purchaser shall also indicate to MEI a proposal date for the Final Test to be confirmed by MEI in writing.
(ii) no later than 5 (five) Business Days after the receipt of the Participation Notice, MEI shall have to confirm the Final Test date proposed by Purchaser or negotiate another Final Test date suitable for both Parties.

c) The Parties hereby agree that, whenever the Purchaser's participation to the Final Test will determine (for any cause or reason) an extension of the normal timing for the execution of such test, MEI shall not be responsible for any delay in the Delivery Date which, therefore, shall be adjusted accordingly.

9.2 Acceptance of the Products by the Purchaser

a) The Products will be considered accepted by Purchaser. that therefore waives any and all its rights to submit

any claim related to manifest (obvious) non-conformity or defect of the Products (hereinafter, "**Acceptance**") and in compliance with all the technical requirements agreed upon in the Contract:

(i) at the Delivery Date, in case Purchaser will not provide MEI with any Participation Notice or will elect not to attend the Final Test. In such case, Purchaser shall automatically waive any and all of its right to object and contest the results of the Final Test, which shall have to be considered approved by Purchaser; or

(ii) at the Delivery Date, in case Purchaser, within 5 (five) calendar days after the Final Test date, will not provide MEI with a reasoned and duly supported written notice rejecting the result of such Final Test (hereinafter, "**Notice of Disapproval**"). In case Purchaser will not provide MEI with a Notice of Disapproval within the abovementioned term, Purchaser will automatically waive any and all of its right to object and contest the results of such Final Test, which shall have to be considered approved by Purchaser.

b) Upon the receipt of a Notice of Disapproval, the Parties shall cooperate in good faith and use their best effort in order to try to find an amicable solution on the matter provided that, in case the Parties shall not be able to find an amicable solution within 30 (thirty) days after the receipt of the Notice of Disapproval, Article 19.2 of this Contract shall apply. In any event, in no case whatsoever shall Purchaser be entitled to delay, set-off, postpone or withhold any payment due to MEI.

9.3 Installation

a) The installation of the Products will be performed by MEI at Purchaser's premises at a date to be agreed upon by the Parties in writing after the Delivery Date (hereinafter, "**Installation Date**").

b) In order to properly perform the installation, Purchaser shall be required to ensure that, at the Installation Date, the premises and related services (electricity, compressed air, etc.) where the Products will be installed are suitable and fully functional in order to proceed with the installation.

c) In any case, MEI shall not be responsible for: (i) any delays (including installation delays) or damages eventually caused to the Products due to the impossibility of carrying out the installation for causes attributable (in full or in part) to Purchaser; and (ii) any damage to the Products occurred during the period from the Delivery Date to the Installation Date.

d) The Parties hereby further agree that in case, at the Installation Date, a Product cannot be successfully installed for reasons entirely and exclusively attributable to MEI, MEI shall be required to repeat the installation procedure until a positive outcome is reached. In any event, in no case whatsoever Purchaser shall be entitled to delay, set-off, postpone or withheld any payment due to MEI and, therefore, even in case the installation of a Product is not successfully completed for reasons attributable to MEI, any portion of the Purchase Price still due shall have to be paid to MEI at the Installation Date (even if the Products are not successfully installed on such date).

10. PRODUCTS WARRANTY AND LIMITATIONS

10.1 Products Warranty

a) The Products are in compliance with the applicable specifications and free from defects in material and workmanship provided that the Products are used according to the standard working conditions and with the exception of wear and tear (hereinafter, "**Products Warranty**"). In no event does MEI guarantee the results to be obtained from the use of the Products in case of any improper use of the Products by the

Purchaser.

b) The Products Warranty shall be valid up to (whichever occurs (expire) first):
(i) a maximum of 1,800 working hours or
(ii) a period of 12 (twelve) months
Starting from the Installation Date or in any case starting from the 90th (ninetieth) calendar day following the Delivery Date; (hereinafter, collectively, "**Warranty Period**").

c) The Parties hereby exclude that possible modifications made to the Machines after their sale (including but not limited to Machines upgrades or technical modifications that result in substitution of essential parts of the Machine) will have the effect of restarting the Warranty Period.

d) The Products Warranty is non-transferable and non-assignable.

e) Without prejudice to any other limitation provided for within the Contract, even in derogation of the Applicable Law, the Products Warranty shall cover solely and exclusively: (i) the repair or replacement of the Products' defective parts (provided that Purchaser, at its expense, shall be required to return the defective parts to MEI); and (ii) repair working hours performed by MEI's personnel (hereinafter, (i) and (ii) collectively, "**Warranty Work**").

f) The Products Warranty replaces any other or additional product warranty eventually provided for by the applicable Law, so that MEI makes no other representation or warranty, expressed or implied (including implied warranties of merchantability, fitness for a particular purpose and non-infringement) concerning the Products, and all other guarantees, warranties, conditions and representations, either express or implied, are hereby expressly excluded.

10.2 Products Warranty Limitations

a) The Products Warranty does not include:
(i) Reparation or substitution of worn-out parts of the Products;
(ii) transportation costs for staff and materials (Km and time) associated with the Warranty Work;
(iii) extra costs (hotel, restaurant, etc.) associated with the replacement of defective parts of the Products; and
(iv) indemnification for any damage, cost or expense arising from the continued usage of the defective part of the Products.

b) The Products Warranty shall not be valid or applicable in case of (alternatively):
(i) Purchaser missed or delayed payments;
(ii) improper use and/or unauthorized Modification of the Products;
(iii) use or installation on the Products of not O.E.M (original equipment manufacturer) spare parts, tools and consumables or not O.E.M. refurbished spare parts, tools and consumables;
(iv) expiry of the Warranty Period; and
(v) Warranty Claims submitted not in compliance with Article 11 of these General Terms and Conditions.

c) The Parties expressly agree that, in case, pursuant to art. 11, MEI replaces a defective part of the Product with a new part, the warranty for this said new part shall be valid only until the residual Warranty Period of the Product expires.

11. WARRANTY CLAIMS

11.1 Any and all claims related to the Warranty of the Products (hereinafter, "**Warranty Claim**") shall be notified by

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Purchaser to MEI in writing (hereinafter, "**Warranty Claim Notice**").

11.2 Each Warranty Claim Notice:

a) Shall be submitted by Purchaser, under penalty of forfeiture, with no delay and, in any case, no later than 8 (eight) days from the discovery of the alleged non-conformity or defect or lack of quality of the Products (with reference to obvious defects the discovery date shall be the Delivery Date). In any case, the Purchaser shall not undertake any work or use of the allegedly defected Products that may be able, even if only potentially, to worsen the alleged defect or non-conformity; and

b) shall include a clear indication of the Product and a detailed description of the alleged non-conformity or defect or lack of quality.

11.3 In any case, any Purchaser right to submit any Warranty Claim shall expire at the expiration date of the applicable Warranty Period.

11.4 After the receipt of a Warranty Claim Notice (hereinafter, "**Preliminary Stage**"), MEI shall:

a) verify if such claim is in compliance with the terms and conditions of these General Terms and Conditions and, in particular, those set forth in Articles 10 and 11; and

b) contact the Purchaser in order to undergo a preliminary investigation with reference to the Warranty Claim noticed; and

c) request the return of the Product and/or of parts of the Product to verify the Warranty Claim.

11.5 After the Preliminary Stage:

a) in case MEI will determine the Warranty Claim to be timely, legitimate and grounded, MEI shall have to perform the Warranty Work provided, however, that MEI shall not have any additional liability or responsibility of any kind towards Purchaser with reference to such Warranty Claim; or

b) in case MEI will challenge or reject, for whatsoever reason the Warranty Claim, the Parties shall cooperate in good faith and use their best effort in order to try to find an amicable solution on the matter provided that, in case the Parties shall not be able to find an amicable solution within 30 (thirty) days, Article 19.2 of this General Terms and Conditions shall apply.

11.6 In any case, the Parties hereby agree that:

a) in no case whatsoever, Purchaser shall be entitled to delay, set-off, postpone or withhold any payment due to MEI, or the fulfilment of any other obligation pursuant to the present Contract;

b) whenever MEI will request the return of the Products subject matter of a Warranty Claim, Purchaser shall bear all the costs and expenses associated with the transport of the Products at MEI's plant; and

c) in the event of replacement or repair of a Products or component of the Products by MEI, the Warranty Products applicable to such Products or components shall not be considered renewed.

12. PRODUCTS LIABILITY

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12.1 MEI shall not be liable for any loss, cost, damage and expense arising from any Product liability claim(s) made with respect to the Products. The Purchaser undertakes to insure adequately against any product liability risks through a specific insurance policy.

13. GENERAL LIMITATIONS OF LIABILITY

13.1 In addition to the other limitations provided for by the Contract and to the fullest extent permitted by the applicable Law (and, therefore, with the exclusion of wilful misconduct or gross negligence), the Parties expressly agree that, in no event or case whatsoever:

a) MEI shall be liable (or shall have any indemnification obligation) under the Contract for consequential, indirect, incidental, special, exemplary, punitive damages, loss of profit or revenues or diminution in value, arising out of or relating to and/or in connection with any MEI's breach of the Contract (or any use of the Products); and

b) MEI's liability for any reason or title related or connected to the Products (including Products Liability), sale and production of the same and/or, in any case, pursuant to the Contract (including contractual, extra-contractual and/or product liability of any kind) shall exceed an amount equal to the 5% of the total value of the Contract (hereinafter, "**General Cap**"); and

c) MEI shall have any indemnification obligation towards Purchaser before (until) MEI's responsibility has been ascertained by a final judgment.

14. PURCHASER OBLIGATIONS AND LIABILITY

14.1 The Purchaser undertakes not to make any unauthorized modifications to the Products, including, by way of example:

a) modify or tamper the Products, or perform any other act aimed at circumventing the security systems of the Products;

b) install software (e.g., antivirus software) other than the standard software provided by MEI and, in any case, install unauthorized software;

c) make changes to the Product's operating system or security policies;

d) make changes to the MEI Software.

(collectively, "Modifications")

14.2 In case of breach of the obligations under Article 14.1,

a) the Product Warranty shall not be valid and applicable;

b) MEI reserves the right to assess whether, as a result of such Modifications, after-sales technical assistance on the Product is possible;

c) the Modifications may result in the loss of the CE Certification of the Products;

d) MEI shall not be liable for such Modifications and their consequences, and the Purchaser undertakes to

indemnify and hold MEI harmless from any damage, loss, cost, or expense, including any claims or actions by third parties, arising from or in any way connected with the Modifications

14.3 The Purchaser acknowledges and agrees that:

a) MEI's Machines are designed for processing ophthalmic and sunglass lenses commonly produced in today's optical industry and belong to the same category of machines normally available on the market at the time of this Contract. Therefore, the technical features of the Machines (including, by way of example, machine setup, handling and processing precision, types of installed tools, lens clamping solutions, and performance) are configured on that basis, and the Machines must be considered suitable for such processing.

b) if the Purchaser has processing needs different from those indicated in letter a) above, it must inform MEI before submitting the Order and in any case before the Contract is formed, supporting the request with the necessary technical elements (drawings, samples, specifications). Such requests will be evaluated with the utmost diligence and care by MEI, which will not be obliged, but will do its best, to satisfy them. MEI will in any case be free not to accept the Order if the requests are incompatible with the Machine covered by the Order and, where possible, will propose an alternative product.

c) if, after the formation of the Contract or during the Warranty Period or during the life of the Machine, the Purchaser expresses processing needs different from those indicated in letter a) above, MEI will do its best to evaluate such requests with the utmost diligence and care and to satisfy them, without however having any obligation to do so. In any case, the Parties agree that the submission of such requests by the Purchaser shall in no way justify delays in payments, lack of cooperation in the shipment and installation of the Machines, or other breaches of its contractual obligations, nor any claims for compensation

14.4 The Purchaser shall indemnify and hold harmless MEI from and against all damages, losses, costs and expenses arising out of or in any way connected with any act or omission of the Purchaser

15. INTELLECTUAL PROPERTY AND SOFTWARE

15.1 Intellectual Property

a) Purchaser acknowledges and agrees that MEI owns or rightfully uses all the Intellectual Property relating to the design and manufacture of the Products (hereinafter, "**Products IP**") and Purchaser will not at any time directly or indirectly contest such ownership or use.

b) Purchaser shall neither register or exploit (nor through commercial exploitation), nor allow or support the registration or exploitation by any Third Parties of any of the Products IP.

c) Purchaser shall not reproduce, copy, duplicate, modify, disassemble, decompile and/or reverse engineer the Products, the related software and its parts and components, nor shall otherwise attempt to determine the functionalities of the Products, the related software and its parts and components to gain the ability to alter or reproduce those functionalities.

d) Purchaser further acknowledges and agrees that it will acquire no right, title or interest in the Products IP as a result of the execution of the Contract.

e) Any improvements made to the Products or the Products IP (hereinafter, collectively, "**Products Improvements**") shall be the sole property of MEI. In case such Products Improvements will be suggested, conceived, developed, invented, or authorized by Purchaser, such improvements shall also be the sole property of MEI and Purchaser shall assign all such rights to MEI free of any charge. In the event and to the extent that such transfer of ownership shall not be legally permissible, Purchaser hereby grants and/or irrevocably agrees to grant to MEI an unrestricted and unlimited, exclusive, royalty-free, irrevocable,

worldwide, license to use such Products Improvements.

f) Purchaser shall immediately and without delay notify MEI in writing if any Third Party raises any claims related to the Products or the Products IP or violates such Products IP. In respect of any of the matters, MEI shall have the right to decide, at its sole discretion, what action if any to take and have exclusive control over, and conduct of, all claims and proceedings. In any case, Purchaser shall provide to MEI with any assistance and support in all judicial/non judicial action in defence of the Products or Products IP.

g) In case the Products are manufactured by MEI based on technical specifications, drawings, data or requirements that are provided by Purchaser, the Purchaser shall indemnify, defend, and hold harmless MEI, its agents, employees, successors and customers against all claims, demands, losses, damages, liabilities and expenses (including reasonable attorneys' fees) related to the fact that the Products (actually or allegedly) infringed any Third Party's Intellectual Property right.

15.2 Software

a) MEI grants to Purchaser a revocable, non-sublicensable, non-exclusive and non-transferable license (hereinafter, "**MEI Software License**") to use the software required to operate the Products (hereinafter, "**MEI Software**").

b) The Parties hereby acknowledge and agree that MEI will retain all rights (including all ownership rights and intellectual property rights), title and interests in and to the MEI Software and to any of its (tangible or intangible) components including but not limited to MEI Software's source code, underlying ideas, algorithms, app, file formats and any other items related to the MEI Software.

c) In light of the foregoing, Purchaser shall not:
(i) reproduce, modify, adapt, copy, or create derivative works of the MEI Software or any part of the MEI Software;
(ii) rent, lease, distribute, sell, sublicense, transfer or provide access to the MEI Software to any Third Party;
(iii) use the MEI Software for the benefit of any Third Party;
(iv) incorporate the MEI Software into a product or service different than the Products;
(v) interfere with any license key mechanism in the MEI Software or otherwise circumvent mechanism in the MEI Software intended to limit the use the MEI Software;
(vi) reverse engineer, disassemble, decompile, translate the MEI Software (or any of its components) or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats of the MEI Software;
(vii) remove or obscure any proprietary or other notices contained in the MEI Software;
(viii) use the MEI Software for competitive analysis or to build similar and/or competitive products to the MEI Software or to the Products;
(ix) publicly disseminate information regarding the performance of the MEI Software or the Products; or;
(x) encourage or assist any Third Party to do any of the foregoing.

16. CONFIDENTIALITY

16.1 The Receiving Party: (a) shall keep, and shall cause its personnel to keep, strictly confidential and not disclose to any Third Party the Confidential Information; (b) shall not use, and shall not permit its personnel to use, any Confidential Information except in accordance with this General Terms and Conditions; (c) shall 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) shall not disclose Confidential Information to parties different from directors,

employees, agents and consultants, of the Receiving Party or its affiliates who have a need to know such Confidential Information to fulfil the respective obligations under this Contract ("**Representatives**") and provided that, prior to any disclosure, such Representatives are instructed of the confidential nature of, and to maintain the confidentiality of the Confidential Information and, in any case, are bound to a legal or contractual obligation that states confidentiality obligations at least as restrictive as this Agreement; and (e) shall in any case be responsible for all actions of its personnel, including any breach of the terms hereof (hereinafter, collectively, "**Confidentiality Obligations**").

16.2 In the event the Receiving Party becomes aware of any breach of the Confidentiality Obligations shall promptly notify the Disclosing Party in writing of such breach.

16.3 Confidential Information may be disclosed by the Receiving Party to the extent required in order to comply with a court order, statute or governmental directive or the applicable Law, provided that in such event, the Receiving Party shall have to provide the Disclosing Party with a prompt written notice (except where restricted by applicable Law) before such Confidential Information is disclosed and cooperate with the Disclosing Party in case such Disclosing Party will decide to seek protective order or other appropriate remedy for prevent (or limit to the extent permitted by Applicable Law) the disclosure of such Confidential Information. In any case, the Receiving Party shall disclose only the portion of the Confidential Information which it is legally required to disclose.

16.4 Upon Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all of the Confidential Information. The Receiving Party shall be entitled to retain one (1) copy of any document containing Confidential Information in its confidential files for so long as necessary in order to comply with the applicable Law provided, however, that the Confidentiality Obligations shall continue to apply with regard to any such Confidential Information retained by the Receiving Party as long as they are retained by such Party.

16.5 The Confidentiality Obligations shall be valid and effective from the date of execution of the Contract and for a period of 15 (fifteen) years thereafter.

16.6 The Receiving Party hereby acknowledges and agrees that any breach of the Confidentiality Obligations may result in irreparable injury for the Disclosing Party and, therefore, in the event of any of such breach or threatened breach, the Disclosing Party shall have the right to enforce any remedy provided by this Contract or by law (including, without limitation, seeking immediate and urgent relief from the competent courts such as injunctions) in order to prevent unauthorized disclosure of the Confidential Information.

17. TERMINATION

17.1 In addition to all other remedies provided by Law or specified in the Contract, MEI shall be entitled to immediately terminate the Contract upon written notice to Purchaser, upon the occurrence of any of the following events:

a) any payment delay or postponement for more than 15 (fifteen) days; and

b) violation by Purchaser of one or more of the obligations set forth in Articles: 8.2; 8.3; 9.3(d); 15.1; 15.2; 16.1; 20.1; and

c) one or more of the events described in the following Articles occur: 5.3; 7.2(d); 7.2(f); and

d) Purchaser is declared bankrupt or insolvent under the Applicable Law or enters into liquidation either voluntarily or involuntarily or sells and disposes all of its assets otherwise than for the purpose of a bona fide sale or merger.

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18. FORCE MAJEURE

18.1 The Affected Party shall give notice in writing of the Force Majeure Event without delay to the other Party.

18.2 The Affected Party is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time of the occurrence of the Force Majeure Event noticed to the other Party.

18.3 Where the effect of the Force Majeure Event is temporary, the consequences set out under Article 18.2 above shall apply only as long as the Force Majeure Event prevents the Affected Party from the performance of its contractual obligations.

18.4 The Affected Party is under an obligation to take all reasonable measures to limit the effect of the Force Majeure Event upon performance of the Contract.

18.5 The Parties hereby agree that the Contract may be terminated by either Party if the duration of the Force Majeure Event exceeds 120 (one hundred and twenty) days.

19. APPLICABLE LAW AND JURISDICTION

19.1 The Contract shall be governed by and construed in accordance with the law of Hong Kong.

19.2 Any disputes arising out of or in connection with Contract, including provisional remedies and injunctions, shall be subject to the exclusive jurisdiction of the Court of Hong Kong.

20. MISCELLANEOUS

20.1 MEI may assign its rights and obligations under the Contract to any Third Party without Purchaser's prior consent. The rights and obligations of Purchaser under the Contract are not assignable or transferable by Purchaser without MEI's prior written consent.

20.2 Any provision of the Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

20.3 No waiver of any provision of the Contract will be valid unless the waiver is in writing and signed by the waiving Party. The failure of a Party at any time to require performance of any provision of this Contract will not affect such Party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Contract will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

20.4 MEI has implemented its Code of Ethics, available at MEI website (link https://meisystem.com/legal/). The Purchaser declares that he has read and acknowledged it, and undertakes to comply with the principles contained therein, as well as with the current and applicable law

20.5 The Purchaser undertakes to inform MEI if the Purchaser itself (in the case of a natural person) or one or more of its shareholders, persons exercising control over the Purchaser (where 'control' means ownership of more than 50% of the shares or quotas, or the exercise of dominant influence), or directors, are subject to restrictive measures,

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sanctions, or any type of restrictions imposed by the European Union or any other state

21 NO RUSSIA AND NO BELARUS CLAUSE

21.1 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 supplemented , and Article 8g of Regulation (EU) 765/2006, as amended and supplemented, the Purchaser 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.

21.2 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 compliance with the contractual obligations imposed on the Purchaser 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 Purchaser's breach and to seek any other remedy provided for in this Contract in case of breach by Purchaser of its obligations and prohibitions.

21.3 Notwithstanding the foregoing, the Purchaser has been informed that MEI's knowledge of the breach of the Purchaser's obligations under this clause will result in MEI's obligation to report to the competent Authorities.

22 DATA PROCESSING

22.1 It is understood between the Parties that Purchaser shall not send, communicate or share in any way with MEI the personal data of physical persons which the Purchaser may know with regard to the operativity of the Products (hereinafter, "**Personal Data**"). In case the Purchaser will send, communicate or share in any way with MEI those Personal Data, the Purchaser shall be liable and undertakes to indemnify and hold harmless MEI for any damage, loss, cost and expense in any way arising from or related to the sharing of Personal Data.

22.2 It is also understood between the Parties that, after the sale of the Products, MEI may know, access and collect only productive data of the Products, for the purpose of conducting product analysis and studies, including predictive analysis, for the continuous improvement and implementation of MEI's assistance services.

23 ADDITIONAL TERMS AND CONDITIONS FOR THE SUPPLY OF JOB TRACKING 4.0

23.1 The Parties hereby agree that with regard to the supply of the Product named "**Job Tracking 4.0**", in addition to the terms and conditions provided for within this General Terms and Conditions, MEI shall grant to Purchaser a non-sublicensable, revocable, non-exclusive and non-transferable license (hereinafter, "**JT 4.0 License**") to use the Job Tracking 4.0 Software (hereinafter, "**JT 4.0 Software**") at the following terms and conditions.

a) The Purchaser shall be required to pay MEI a monthly fee (hereinafter, "**Monthly Fee**") for the JT 4.0 License (including upgrades and the remote support of the JT 4.0 Software). The JT 4.0 License shall be free of any charge for Purchaser for the first 3 (three) calendar months starting from the date of installation and configuration of the Job Tracking 4.0 and the Monthly Fee shall be due to MEI starting from the fourth month.

b) Purchaser shall pay to MEI the Monthly Fees due for each entire calendar quarter upon receipt of MEI's invoice;

c) In case of any missed or delayed payment (in full or in part), MEI shall be entitled to immediately terminate the JT 4.0 License as well as any other services related to the Job Tracking 4.0.

d) The JT 4.0 License shall enter into force at the effective date of the Contract and shall survive until terminated

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by either Party by giving 30 (thirty) calendar days prior written notice to the other Party, provided that such termination shall become effective at the end of the applicable calendar quarter.

e) For the avoidance of doubt, in case of termination for any cause of the JT 4.0 License, MEI shall be entitled to immediately terminate the use of the JT 4.0 Software together with any other services related to the Job Tracking 4.0.

f) In addition to what is provided for in Article 15 of these General Terms and Conditions, Purchaser agrees that any and all ownership of the intellectual property rights (or, in general, any rights) related to or connected with the JT 4.0 Software shall remain MEI's exclusive property.

g) Purchaser will not modify, copy, distribute, transmit, reproduce, publish, license, transfer, create works derived from the JT 4.0 Software.

h) The JT 4.0 Software is licensed "as is" without warranty. In no event shall MEI and/or its suppliers be liable for any damages of any kind, including loss of earnings, resulting from the use of the JT 4.0 Software.