



GENERAL SALES CONDITIONS

ARTICLE 1. SCOPE

- 1.1. These General Sales Conditions ("**GSC**") govern all supplies of Software, Additional Services, Training and Hardware (collectively, "**Products**") as listed and described in this General Price List by MMB S.r.l., with registered office in Faenza (RA), Via Pana n. 180, Tax Code – VAT No and Company Register RA No. 02619140391 ("**MMB**"), with respect to professional or corporate clients ("**Client**").
- 1.2. The Client acknowledges and declares that they have read, understood and fully accepted all the contractual conditions applicable to the individual Products offered by MMB, as set out in the General Price List and/or in the documentation attached or referred to therein, including but not limited to the following documents (the "**Specific Contractual Documents**"):
 - a. Software User Licences, which regulate the use, duration, limits and manner of use of the software provided by MMB (for example, YAP, Xamine, etc.);
 - b. General Contractual Conditions, as well as special supply condition, including any supplementary clauses, activation conditions, data import forms, terms of service of technology partners or third-party providers (e.g. for electronic signatures, payment systems and hosting);
 - c. technical data sheets and user manuals, containing functional specifications, operating conditions, technical requirements and procedures for configuring and installing the Products (hardware and software);
 - d. other ancillary contractual documents, including documents relating to the protection of personal data, service contracts, subscriptions, authorisations to use online platforms, conditions for training services, and procedures for using credit services (for example, SMS, PostCard, Targa).
- 1.3. The Specific Contract Documents, made available by MMB through its official channels (website, customer area, portal/software platform (e.g. YAP, direct mailing), are understood to be known to the Client even if they are not physically attached to the order, and the Client remains responsible for reviewing them in advance. Completion of the order constitutes full and informed acceptance of the relevant conditions.
- 1.4. These General Sales Conditions (GSC) form an integral part of the contractual relationship between MMB and the Client and apply generally and on a supplementary basis to the individual Specific Contract Documents. In the event of any conflict, conflict or divergence between the provisions of these GSC and the provisions of the Specific Contract Documents, the provisions contained in those documents shall prevail, insofar as they relate to the individual Product.

ARTICLE 2. ORDERS AND FINALISATION OF CONTRACT

- 2.1. MMB's General Price List is purely informative in nature and constitutes a guide, drawn up to facilitate consultation by Clients regarding the solutions, products and services offered by MMB. It does not constitute an offer to the public within the meaning of Article 1336 of the Italian Civil Code, nor does it commit MMB to the actual supply of the goods or services described therein – whose prices, availability and technical conditions may change at any time without prior notice.
- 2.2. The placing of an order by the Client, even if it complies with the conditions set out in the General Price List, has the value of a contractual proposal within the meaning of Article 1326 of the Italian Civil Code and shall be considered binding on MMB only after express written acceptance by the latter by means of an order confirmation or equivalent document. In the absence of such confirmation, the order is not deemed to be binding on MMB.
- 2.3. Any inaccuracies, clerical errors or misprints in the General Price List or in the attached documents do not imply any liability on the part of MMB and do not constitute a basis for claims, corrections or requests for delivery under the wrongly stated conditions.



- 2.4. Because certain Products indicated in the General Price List are ancillary, complementary or subordinate in nature to main components, they cannot be purchased independently or be supplied separately, but only in combination with other Products specifically identified by MMB. This required pairing is indicated, where applicable, in the General Price List or in the relevant technical documentation. It is imposed for reasons of technical compatibility, proper functioning, regulatory compliance or commercial strategy. The Client acknowledges and accepts that orders for Products subject to such pairing constraints shall not be accepted or processed by MMB if they lack the necessary contractual or technical prerequisites, and that MMB cannot be held liable for any failure to process such orders.
- 2.5. MMB reserves the right, at its sole discretion, to make the acceptance or processing of the Client's order subject to:
 - a. verification of the actual availability of the requested Products, in terms of quantity and technical compatibility, assessed if necessary at MMB's discretion, with the Client's infrastructure;
 - b. the regular performance by the Client of any past contractual obligations towards MMB, including, but not limited to, overdue payments, return of materials, compliance with contractual licence usage limits;
 - c. the Client's acceptance of specific technical, operational or contractual conditions, if any, for the activation, configuration or delivery of the ordered Product, including, where applicable, the signing of supplementary documentation (such as data sheets, licence agreements, data import agreements, minimum infrastructure requirements or digital recognition procedures).
- 2.6. In any case, MMB reserves the right to suspend, delay or refuse to execute the order if objective circumstances make it unprofitable, risky or technically inappropriate to execute the order, without this constituting a breach of contract or giving rise to any claim for damages or compensation from the Client.

ARTICLE 3. PRICES AND TERMS OF PAYMENT

- 3.1. All the prices indicated in the General Price List, as well as any prices agreed upon in the order or customised offer, are to be understood as being expressed in Euro, net of Value Added Tax (VAT) and any other fiscal, parafiscal, customs or administrative charges applicable under current or subsequent legislation.
- 3.2. Unless expressly stated otherwise in the General Price List or in the order confirmation, prices do not include costs for installation, configuration, training, shipping, travel or technical support, which shall be borne by the Client.
- 3.3. Some products or services may be subject to compound pricing, comprising both a (one-off) user licence and a regular fee, the first year of which may be included in the list price, where this is explicitly specified. If not specified, the fee is presumed to be separate from the licence price.
- 3.4. The Client declares that they are aware of the economic structure of the products and services requested and acknowledges that failure to activate or use the service does not entail any reduction or exemption from payment of the agreed fee, unless otherwise agreed in writing with MMB.
- 3.5. Subscription, support, maintenance, updating or use fees relating to Products subject to periodicity shall commence from the date of service activation by MMB, meaning the date on which the Product is made available for use, including online, or, failing that, the date of delivery or installation of the Product, whichever is earlier.
- 3.6. In all cases where activation is conditional on conduct on the part of the Client (such as, by way of example, provision of data, performance of technical procedures, adherence to documentation), and such conduct delays activation beyond 30 (thirty) calendar days from confirmation of the order or from the date scheduled for activation, the fee shall in any event be deemed to have run from the thirtieth day, unless otherwise specified in writing.



- 3.7. Any deviations from these rules shall be set out in a specific written agreement and are not to be presumed from business practice or past dispensations.
- 3.8. Payments shall be made within 30 (thirty) days from the date of invoice, unless otherwise agreed upon in the invoice. In the event of delay, interest for late payment shall be applied pursuant to Legislative Decree 231/2002.

ARTICLE 4. DELIVERY, ACTIVATION AND TRANSFER OF RISK

- 4.1. Any terms indicated by MMB for the delivery of goods or the activation of services are merely intended as a guide and do not constitute an essential term within the meaning of Article 1457 of the Italian Civil Code, unless expressly stated as such in the order confirmation or in a specific agreement signed by both Parties.
- 4.2. Any delays in delivery or activation shall not entitle the Client to cancel the order, suspend payments and claim damages or penalties, unless they are attributable to MMB's wilful misconduct or gross negligence and have resulted in actual, direct and documented damage. MMB also reserves the right to make partial deliveries or activations, which shall be duly invoiced and cannot be refused by the Client.
- 4.3. The transfer of risk of loss or damage to the Products takes place at the time of delivery of the Product to the carrier appointed by the Client or MMB, or alternatively, at the time the Product is made available for collection from MMB's premises or another agreed location.
- 4.4. The risk shall also be transferred if the Client fails to collect the Product within the notified terms or fails to provide the necessary instructions for shipment, installation or activation.
- 4.5. Any damage occurring to the Products after the transfer of risk cannot be attributed to MMB, even indirectly or presumptively – transport insurance being the sole responsibility of the Client, unless otherwise agreed in writing.
- 4.6. The activation and full operability of certain Products may be subject, at MMB's discretion, to:
 - a. prior technical verification of compatibility and feasibility by MMB technicians, in relation to the Client's configuration or the target operational context;
 - b. the timely provision by the Client of data, information or technical documents required for activation, including but not limited to master data, table formats, licences, environmental configurations, digital certificates, email addresses or log-on credentials;
 - c. the signing of ancillary technical documentation, where required (e.g. data import cards, network configurations, SPID (public digital identity system) activation forms or biometric recognition, security requirements).
- 4.7. Any delay on the part of the Client in providing what is necessary for activation does not suspend or extend the contractual terms, including those for the commencement of fees, and cannot give rise to any liability on the part of MMB for activation failures or delays.

ARTICLE 5. RETENTION OF TITLE

- 5.1. Where applicable, the ownership of the Products supplied by MMB to the Client remains entirely with MMB until full and final payment of the relevant price, including any accessories, taxes and related charges, pursuant to and for the purposes of Article 1523 of the Civil Code. Until such time, the Client is merely an authorised custodian of the Products, with the obligation to take care of them diligently and keep them in accordance with their nature, use and purpose, without the possibility of transferring, disposing of, pledging, assigning them to third parties or modifying their integrity without the prior written consent of MMB.
- 5.2. In case of non-performance, even partial, by the Client, including late payment or breach of contractual obligations, MMB shall be entitled to demand the immediate return of the Products, subject to asserting



any greater damages, including the costs of recovery, transportation, reinstallation and loss of value of the Product for the use already made.

- 5.3. This clause shall operate automatically and require no further formalities, remaining valid even in the absence of registration in the registers or transport documents, and may also be enforced against third-party purchasers or successors in title, within the limits provided for by law.

ARTICLE 6. WARRANTY AND CLAIMS

- 6.1. MMB guarantees that the products comply with the description in the General Price List and the technical documentation.
- 6.2. Any defects or faults shall be reported in writing within 8 (eight) days after delivery or discovery, under penalty of forfeiture.
- 6.3. The warranty is limited to the replacement or repair of defective products. The following are not covered by the warranty:
- a. damage caused by misuse, incorrect installation, tampering;
 - b. components subject to wear and tear;
 - c. products purchased outside authorised channels or discontinued.
- 6.4. Some specific warranties (e.g. e-Ticket Support, etc.) are governed by additional contractual conditions or data sheets.

ARTICLE 7. TRAINING AND DIGITAL SERVICES

- 7.1. Training is limited to the content described for each module and refers to a maximum number of participants.
- 7.2. In the case of on-site training, the cost includes standard travel; for long-distance travel, an extra fee applies.
- 7.3. The provision of additional digital services (e.g. SMS, PostCard, Targa) is subject to the availability of pre-purchased credits and the technical conditions of the relevant platforms.

ARTICLE 8. LIABILITY

- 8.1. Subject to the mandatory provisions of the law and except in cases of fraud or gross negligence directly attributable to MMB, MMB shall not be liable in any way for indirect, incidental or consequential damages suffered by the Client or third parties in connection with the purchase, installation, activation, use or non-use of the Products supplied.
- 8.2. By way of example, but not limited to, the following damages shall be deemed to be excluded from MMB's liability:
- a. the loss of data, contents or configurations stored on the Client's computer systems;
 - b. the loss or loss of turnover, customers or business opportunities;
 - c. the interruption or slowing down of the Client's business activities;
 - d. damage resulting from improper or unauthorised use or use incompatible with the technical instructions provided by MMB;
 - e. damage arising from products or components supplied by third parties or not originally included in the delivery.



- 8.3. Without prejudice to the provisions of the preceding paragraph, MMB's aggregate liability, for whatever reason (including contractual, non-contractual, pre-contractual or warranty liability), shall in no event exceed the total value of the individual order to which the damage relates, net of taxes, recurring fees and incidental expenses.
- 8.4. This limitation shall also apply in the event of multiple requests or multiple claims relating to the same order. The Client acknowledges that the prices charged by MMB take into account the financial and contractual balance arising out of these limitations of liability and that, therefore, any exemption shall be the subject of a specific written agreement that covers any financial adjustment.

ARTICLE 9. FORCE MAJEURE

- 9.1. MMB cannot under any circumstances be held responsible for delays in the performance of its contractual services, or for the non-performance or partial non-performance thereof, when such delays or non-performance are directly or indirectly caused by events of force majeure, meaning any unforeseeable, unavoidable events not attributable to MMB which make the performance of the Contract temporarily or permanently impossible, excessively onerous or unreasonably complex.
- 9.2. By way of example and without limitation, the notion of force majeure covers the following: natural disasters, fires, floods, earthquakes; pandemics, epidemics and health emergencies; strikes, lockouts, labour unrest (including of its own staff or suppliers); unavailability of materials or components for reasons beyond MMB's control; interruptions or malfunctions of telecommunications networks or energy infrastructures; acts, measures or restrictions imposed by public, national or supranational authorities (export blocks, regulatory constraints, administrative suspensions); events of war, acts of terrorism, civil unrest, sabotage or logistical blockades, pandemics. In the event of force majeure, MMB shall be exempt from any liability for compensation, including for consequential damage, due to delay or non-performance of the obligation affected, without prejudice to the validity of obligations already performed.
- 9.3. If one or more force majeure events should affect the proper performance of MMB's obligations, the contractual terms relating to the delivery, activation or provision of the Products shall be automatically extended for a period equal to the duration of the impediment, plus a reasonable technical deadline for the resumption of operations.
- 9.4. In the event of prolonged force majeure that renders performance of the Contract definitively impossible, each party may withdraw from the Contract by written notice, and no penalties, damages or reimbursements shall apply. Compensation shall remain due for any services already performed. In any event, MMB is obliged to notify the Client in good time of the occurrence and termination of the force majeure event, together with the anticipated effects on contractual performance.

ARTICLE 10. MISCELLANEOUS

- 10.1. Any tolerance by MMB of the Client's failure to comply with one or more of the contractual provisions does not imply acquiescence to or waiver of the relevant right.
- 10.2. The nullity, invalidity or unenforceability of any provision of Contract shall not invalidate the other provisions, which shall remain in force. Where appropriate, the Parties shall negotiate in good faith to replace any provision that is found to be null, invalid, or unenforceable with a valid provision that, to the greatest extent permitted by law, achieves an equivalent economic effect.

ARTICLE 11. APPLICABLE LAW, REGULATORY SOURCES GOVERNING NEGOTIATION AND JURISDICTION

- 11.1. The Contract shall be governed by and interpreted in accordance with Italian law and any remaining matters not governed by these General Conditions shall be subject to the provisions of the Italian Civil Code.



11.2. The Court of Ravenna shall hold exclusive jurisdiction in the event of any dispute between the Parties over the interpretation, application or performance of the Contract, including any enforcement and/or precautionary measures.

ARTICLE 12. PERSONAL DATA PROCESSING AND PRIVACY ROLES

- 12.1. The Parties acknowledge that they will each carry out the processing of personal data necessary for the commercial, administrative and accounting management of the contractual relationship, including the communication of such data – on the basis of statutory obligations – to public or private entities and for any other requirement arising from national or EU laws and/or regulations, as well as for the protection of their legitimate interests in out-of-court or judicial proceedings, acting in their capacity as independent data controllers.
- 12.2. The Client can consult the full Personal Data Processing Policy (MIP_1-679-2016) on our company website.
- 12.3. If the requirements are met, the Parties shall, in addition to the present writing, enter into specific contractual clauses in relation to the subjective privacy roles they may respectively assume in connection with any processing of personal data related to the supply and use of the Products referred to in the General Price List or to the performance of the related assistance and maintenance activities.