

GENERAL TERMS AND CONDITIONS

OF

KATHREIN BROADCAST ITALIA S.R.L., VIA SENATORE LUIGI SIMONETTA N. 26, CAPONAGO (MB), ITALIA

1. APPLICATION

- 1.1 These General Terms and Conditions of Sale apply to all business relationships, i.e. offers, orders, contracts concluded, deliveries and services of Kathrein Broadcast Italia S.r.l. (hereinafter the "**Supplier**").
- 1.2 Any diverging general terms and conditions of purchase of the customer (the "**Customer**"), even when attached to orders, order confirmations, specifications and other documents, are not accepted and not binding. Divergent agreements require specific written acceptance by the Supplier.

2. OFFERS AND CONCLUSION OF CONTRACT

- 2.1 Commercial offers and quotations of the Supplier are non-binding, unless otherwise agreed in an individual case, and may be subject to change without notice by the Supplier, in particular with regard to the price list and cost estimates.
- 2.2 The packing units (PUs) quoted in the price lists are minimum order and delivery quantities.
- 2.3 The Supplier reserves itself the right to accept, reject or modify at its own discretion any Customer's purchase order ("**Purchase Order**").
- 2.4 The contract between Supplier and Customer is entered into only when the Supplier confirms the Purchase Order in writing, or performs it directly.
- 2.5 In case the Supplier modifies the Purchase Order before accepting it, the contract is deemed to be concluded when the Customer accepts the Purchase Order proposal so modified by the Supplier.
- 2.6 A Purchase Order proposal shall be deemed to be rejected unless confirmed or performed by the Supplier within ten days.
- 2.7 The Supplier reserves all rights without restrictions to cost estimates, drawings and other documents. The Customer may not make such documents accessible to third parties without the Supplier's written consent. If no contract is concluded between the Customer and the Supplier, the Customer shall return or delete the drawings and other documents related to the Supplier's offers and quotations immediately and completely upon request by the Supplier and shall destroy or delete any copies to the extent actually possible and legally permissible.

3. PRICES

- 3.1 Unless otherwise agreed in individual contracts, the prices valid at the time of conclusion of the contract shall apply.
- 3.2 The prices shall apply without assembly or installation, free carrier (FCA Incoterms 2020), and exclusive of statutory value added tax and other statutory taxes and duties. All prices are quoted in euros. Any taxes incurred for the purchase of the goods and services shall be borne by the Customer.
- 3.3 The Supplier reserves the right to charge any additional expenses incurred in case that place of installation are difficult to access and require additional activities and/or particular caution measures. Special packaging, e.g. for air or sea freight, shall be charged at cost price.
- 3.4 The Supplier shall be entitled to invoice the Customer for new taxes and duties applying to the specific supply to be invoiced, and to adjust the prices in accordance with the costs increase deriving from the implementation of supervened mandatory requirements which come into force after the acceptance of a Purchase Order, e.g. concerning climate, safety or environmental protection.

- 3.5 Unless a fixed price has been specified for a specific period or otherwise agreed in writing with the Supplier, Supplier's price list or quotations can be adjusted to the general development of costs.

4. RETENTION OF TITLE

- 4.1 Delivery of the goods shall take place under the Supplier's express reservation of title ("**Reserved Goods**"). The retention of title shall apply until the Reserved Goods have been paid in full, subject to the fulfillment of all present and future claims of the Supplier against the Customer.
- 4.2 The Customer shall store the Reserved Goods with care, without consideration. He shall -at his own expense- insure the Reserved Goods for their nominal value against the risks of fire, theft and flooding damage. If necessary, the Customer must also carry out inspection and maintenance work promptly and at his own expense.
- 4.3 As long as he regularly fulfils his obligations to the Supplier, the Customer is entitled to dispose of the Reserved Goods in the normal course of business and to assume the rights arising from the sale of the Reserved Goods. In any case, the Customer is not entitled to pledge or assign the Reserved Goods nor the rights deriving any sales of same as security to third parties. The authorisation to sell is not valid as far as the agreement between Customer and his buyer prohibits the assignment of the rights arising from the sale of the Reserved Goods. The Customer must inform the Supplier immediately after becoming aware of any third party claims on the Reserved Goods.
- 4.4 All rights arising from the re-sale of the Reserved Goods shall be assigned by the Customer to the Supplier upon delivery of the Reserved Goods to the third party buyer. If the Reserved Goods are resold together with other items without an individual price for the Reserved Goods having been agreed, the Customer assigns to the Supplier, with priority over other claims, that part of the total price claim corresponding to the price of the Reserved Goods invoiced by the Supplier and unpaid as at the moment of such re-sale.
- 4.5 In any event of non-fulfilment by the Customer, including the event of delayed payment, the Supplier shall be entitled to demand the return of the Reserved Goods after the expiry of a grace period of [15] days for remediation. The Customer is also obliged, at the request of the Supplier, to immediately provide all necessary information and deliver all documentation regarding the quantity of the Reserved Goods as well as the assignment of rights to its buyers.
- 4.6 The processing or transformation of the Reserved Goods carried out by the Customer are always and in any case carried out on behalf of the Supplier. If the Reserved Goods are combined with materials of which the Supplier is not the owner, the latter shall become co-owner of the new product in the proportion between the Reserved Goods (considering the final invoice price plus VAT) and the other processed materials. The provisions regarding the Reserved Goods shall apply to the new product. The provisions regarding the Reserved Goods shall also apply in case of combination / connection of the Reserved Goods with the soil.
- 4.7 If Reserved Goods are seized or confiscated by third parties, the Customer shall immediately inform the proceeding party of the Supplier's ownership and notify the latter in writing in order to enable it to protect its rights. If the third party is unable to reimburse the Supplier for the extrajudicial or legal costs incurred in recovering the goods, these shall be borne by the Customer.

5. TERMS OF PAYMENT

- 5.1 Unless otherwise agreed or stated in the invoice, claims shall be due immediately and payment must be made no later than 14 days after receipt of the invoice, without any deduction.

- 5.2 The Customer may only set off such claims which are undisputed or have been legally established. Under no circumstances shall the Customer be entitled to suspend payments of received goods, not even in the event of complaints regarding delays in delivery or defects in the delivered goods.
- 5.3 If the Customer fails to comply with the payment terms, the Customer shall automatically be in default without notice. The Supplier has the right to claim default interest in accordance with articles 4 and 5 of Legislative Decree 231/2002. Pursuant to art. 6 of Legislative Decree 231/2002, the right to claim further damages is reserved.
- 5.4 If there are serious doubts about the Customer's solvency, in particular in the event of delay in payment, the Supplier has the right to suspend deliveries of the goods, even if they relate to orders other than those subject to the delay in payment, or to revoke payment extensions and to demand advance payment or a guarantee for subsequent deliveries.
- 5.5 In the event of breach of contract by the Customer, in particular in the event of delayed payment, the Supplier shall be entitled to terminate the contract after a grace period of [15] days granted to the Customer to remedy performance. Upon termination of the contract, all outstanding receivables as well as default interest to be paid by the buyer shall become due immediately.
- 5.6 The payments shall be deemed made only when the amount is available on one of the Supplier's accounts.

6. DELIVERY

- 6.1 Unless expressly agreed otherwise, delivery shall be free carrier (FCA Incoterms 2010) to the Supplier's place of delivery.
- 6.2 Unless otherwise agreed, the delivery dates indicated in orders and order confirmations cannot be considered essential, but are merely indicative.
- 6.3 The Supplier is entitled to make partial deliveries. Deliveries with a default or excess margin up to [...] of the contractually agreed quantity shall be tolerated.
- 6.4 If collection is delayed due to circumstances for which the Supplier is not responsible, the Customer shall bear the costs for additional expenses to a reasonable extent, exception made for the cases of force majeure regulated by section 9 of this general terms and conditions. The fulfillment of delivery obligations by the Supplier depends on the timely and correct fulfillment by the Customer of its obligations. If the Customer does not fulfil one of his obligations correctly, the Supplier may demand an extension or extension of the delivery term for a period no shorter than the buyer's delay.
- 6.5 In case of delivery that does not take place within the specified time limit, even if not binding for the Supplier, for a reason exclusively attributable to the Supplier, the Customer shall be entitled to declare within a reasonable period of time whether he intends to withdraw from the contract after [...] days from the expiry of the aforementioned time limit. In this case, the Customer may only demand from the Supplier the return of any sums already paid to the Supplier, excluding any right to compensation for damages.

7. INSTALLATION

- 7.1 In case of installation by the Supplier and unless otherwise agreed in individual contracts, the provisions of this section shall apply.
- 7.2 The Customer shall bear the costs for installation and provide the following in good time:
- 7.2.1 all earth-moving and construction work and other ancillary services not specific to the Supplier's trade as well as the necessary skilled and unskilled labour, materials and tools;
 - 7.2.2 the equipment and materials necessary for installation and commissioning such as scaffolds, lifting equipment and other devices, fuels and lubricants;

- 7.2.3 energy and water at the site of use, including connections, heating and lighting;
- 7.2.4 sufficiently large, suitable, dry and lockable rooms at the installation site for the storage of machine parts, equipment, materials, tools, etc. and adequate work and recreation rooms for installation personnel, including sanitary facilities appropriate to the circumstances; in addition, the Customer shall take the same measures to protect the property of the Supplier and the installation personnel at the construction site as he would take to protect his own property;
- 7.2.5 protective clothing and protective gear required due to the special circumstances of the installation site.
- 7.3 Prior to the start of installation, the Customer must - even without any specific request to do so provide necessary information on the site, concealed power, gas and water lines or similar installations as well as the necessary statics-related information.
- 7.4 Prior to the start of set-up or installation, the materials and equipment required for the work to begin must be available at the set-up or installation site and all preliminary work prior to set-up must have progressed to such an extent that set-up or installation can be started as agreed and implemented without interruption. Access roads and the set-up or installation site must be level and cleared.
- 7.5 The Supplier is entitled to sub-contract the installation and ancillary works to third parties.
- 7.6 If set-up, installation, or commissioning are delayed due to circumstances not attributable to the Supplier, the Customer shall bear all costs for waiting time and any additional travel required by the Supplier or the installation personnel.
- 7.7 The Customer shall provide the Supplier with confirmation of the completion of set-up, installation, or commissioning without delay.
- 7.8 If the Supplier demands a formal acceptance of delivery after completion, the Customer must perform this within two weeks. Such formal acceptance shall be deemed equivalent to the Customer's allowing the two-week period to elapse or to the delivery being put to use – where applicable after completion of an agreed trial phase.
- 7.9 The Supplier undertakes to carry out the installation with diligence, professionalism and in a workmanlike manner, adopting the most suitable knowledge, means and techniques and to comply with, and have any subcontractors comply with, all provisions regarding safety at work.

8. TRANSFER OF RISKS AND PLACE OF PERFORMANCE

- 8.1 Unless in the event of installation by the Supplier otherwise agreed, the place of performance is the Supplier's place of business. The risk shall pass to the Customer in accordance with the FCA Incoterms provisions (Incoterms 2020). The risk shall also pass to the Customer if the goods have not been collected by the Customer on the agreed collection date or if there is a delay in receipt, unless the Supplier is responsible for this.
- 8.2 in the case of assembly and installation, the risk shall pass to the Customer on the day of integration in his own business. The risk shall also pass if the trial operation is delayed for reasons for which the Customer is responsible or if the Customer is in default of receipt for other reasons.

9. FORCE MAJEURE

- 9.1 Wars, labour disputes, embargoes, shortages of raw materials and limitation of energy consumption, as well as any other case of force majeure that prevent, slow down or make less profitable the production or shipment of goods, release the Supplier from the delivery obligation for the duration of the impediment, as well as a subsequent period for recovery of operations. Delivery periods are extended accordingly. This also applies if such events occur to a supplier of the Supplier.
- 9.2 If one or more events of force majeure occur during the term of the contract, the Supplier shall be entitled to extend the term of the contract by a period equal to the cumulative number of days on which force majeure has occurred during the original term.
- 9.3 The Supplier shall inform the Customer of the new delivery dates as soon as possible. If the impediment lasts for more than [...] months, the Supplier and the Customer have the right to terminate the contract.

10. RECEIPT AND INCOMING INSPECTION

- 10.1 The Customer shall receive the delivered goods, even if they have minor defects.
- 10.2 On receipt of the goods, the Customer shall immediately indicate any obvious shortages and damages in transit on the consignment note.
- 10.3 The Customer is obliged to inspect the goods as soon as delivery has taken place. Any vices and quality defects in the goods must be reported in writing by the buyer, under penalty of forfeiture, within 8 days of delivery and, if hidden, within 8 days from their discovery, but in any case no later than one year from the delivery. In case of partial deliveries the obligation of the Customer shall apply for each individual delivery.

11. DEFECTS

- 11.1 Unless otherwise agreed, the Supplier shall deliver goods of market standard quality.
- 11.2 If justified defects are present and timely reported by the Customer, the Supplier may, at its own discretion, decide whether to remove the defect or proceed with a replacement delivery. If the Supplier is not able to remedy within [...], the parties may agree to reduce the price or terminate the contract by returning the goods to the Supplier, at the Supplier's expense, any other remediation right of the Customer being waived, including compensation for damages, except in the case of intent or grossly negligent ignorance of the defects by the Supplier.

12. LIABILITY

- 12.1 Supplier's liability is excluded, except in case of willful misconduct or gross negligence and as provided for in art. 12.2 below.
- 12.2 The Supplier's liability is in any case limited to damages foreseeable at the conclusion of the contract. In no event shall Supplier be liable for indirect damages and consequential damages.
- 12.3 The foregoing limitations do not affect the Supplier's mandatory liability under manufacturer's product liability laws and regulations,

13. INTELLECTUAL PROPERTY

- 13.1 Unless otherwise agreed, the Supplier shall be obliged to deliver the goods free of industrial property rights and copyrights of third parties only in the country of the place of delivery.
- 13.2 If a third party asserts justified claims against the Customer due to the infringement of industrial property rights by deliveries made by the Supplier and used in accordance with the contract, the Supplier shall be liable towards the Customer within the period of one year from delivery as follows:

- 13.2.1 The Supplier shall, at its discretion and at its expense, either obtain a right of use for the delivered goods concerned, modify them in such a way that the property right is not infringed, or replace them. If this is not possible for the Supplier on reasonable terms, the Customer shall be entitled to the statutory rights of withdrawal or reduction.
- 13.2.2 The Supplier's obligation to pay damages shall be governed by section 12 of this general terms and conditions.
- 13.2.3 The aforementioned obligations of the Supplier shall only apply if the Customer immediately notifies the Supplier in writing of the claims asserted by the third party, does not acknowledge an infringement and leaves all measures of defence and settlement negotiations to the Supplier's discretion. If the Customer discontinues the use of the delivery for reasons of damage reduction or other important reasons, he shall be obliged to point out to the third party that the discontinuation of use does not imply any acknowledgement of an infringement of intellectual property rights.
- 13.2.4 Claims of the Customer mentioned above shall be excluded insofar as he is responsible for the infringement of intellectual property rights.
- 13.2.5 Claims of the Customer shall also be excluded if the infringement of intellectual property rights is caused by particular specifications of the Customer, by an application that was not foreseeable to the Supplier or by the delivery being modified by the Customer or being used together with products not supplied by the Supplier.

14. CONFIDENTIALITY

- 14.1 The contracting parties shall be obliged to maintain secrecy over the contents of this contract and all commercial and technical details associated therewith and not to pass on information of this kind to third parties.

15. RESERVATION OF PERFORMANCE AND OBLIGATIONS OF THE CUSTOMER FOR IMPORT AND EXPORTS

- 15.1 The Supplier's performance of the contract shall be subject to the reservation that there are no impediments to performance due to national and international provisions of export and import law or any other statutory provisions.
- 15.2 The Customer shall comply with the applicable Italian and European export and import control regulations as well as all other relevant regulations.

16. INTERNATIONAL DELIVERIES

- 16.1 Unless otherwise agreed, international deliveries shall be made against an irrevocable confirmed letter of credit.
- 16.2 The contracting parties undertake to provide all information and documentation necessary for export/transfer/import. Delays due to export inspections or permit procedures shall invalidate deadlines and delivery times. If necessary permits are not granted, the contract shall be deemed not to have been concluded with regard to the parts concerned; claims for damages shall be excluded to this extent and on account of the said delays in meeting deadlines.

17. ASSIGNMENT

- 17.1 The Customer shall have no right to transfer rights or claims from the contractual relationship to third parties or to assign them to third parties.
- 17.2 The Supplier is entitled to assign his claims against the Customer to a third party, and to assign or subcontract his obligations under a specific supply to an affiliate of the Kathrein Group, with no need of the Customer's consent.

18. FINAL PROVISIONS

- 18.1 All contracts between the Supplier and the Customer as well as these General Conditions of Sale and Delivery are subject to Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 18.2 Should any of the above provisions be wholly or partially ineffective, this shall not affect the validity of the remaining provisions.
- 18.3 The Court of Monza (Italy) shall have exclusive jurisdiction for all disputes arising out of or in connection with any contract governed by this general terms and conditions, included but not limited to its validity, performance, termination and interpretation. The Supplier shall however also have the right to bring any matter before the ordinary courts at the Customer's seat.