

General sales and awarding terms and conditions.

1. Award of the contract. The Client entrusts Saci Project S.r.l. to execute the project as presented in the above proposal and to make purchases, manage and control the execution, on its behalf, of actions and/or communication tools related to the products and services of any third parties within the scope of the assignment, under the terms and conditions specified below.

2. Scope. These general sales terms and govern all relations between Saci Project and the Client, unless expressly derogated by special conditions agreed upon in writing between the parties.

3. Subject matter and performance. The awarding covers the implementation of the aspects analytically described in the offer attached, for the execution of the relevant works and for the duration necessary for their proper completion. The Client agrees to award a written mandate, on a case-by-case basis, to perform all the steps necessary for the implementation of the project, on its behalf. All invoices, if any, and the contractual and administrative documents of any suppliers will be made out to and forwarded to the Client, who will arrange for the related payments. Any accredited person acting on behalf of the Client will represent and bind the Client to Saci Project. The latter will have the right to require that the Client, or its legal representative, issue a written proxy to the person who will be in charge of the performance of the contractual relationship. In any case, the requests or subscriptions of the person appointed even verbally by the Client to supervise the contractual relations with Saci Project cannot then be validly disallowed by the Client itself, who will bear all the active and passive consequences.

4. Approvals, authorizations and variations. All design, software development, web applications, and communication aspects must be approved by the Client in writing before being moved to the execution phase. Upon completion of the execution phase, all material (web pages, marketing campaign, graphics, banners, newsletters, sketches, layouts) must be approved by the Client in writing via email, before entering the production and/or publication phase of the work. Saci Project reserves the right to change the characteristics of its products and services, while still ensuring at least an equivalent level of functionality and performance; any substantial changes that appreciably change the functionality of the product will not be effective without the Client's acceptance in writing. For sites where reports in languages other than Italian are to be produced, the translation thereof shall not be included and shall be done at the Client's care and responsibility.

5. Limitations of liability. The Client remains solely responsible before third parties with reference to the originality, truthfulness and non-misleadingness of the content provided by it.

6. User's responsibility. The user of the software is solely responsible for the protection of their own data. Saci Project disclaims any liability due to loss or theft of the software, its components, or user data.

7. Advances. Down payments made by the Client are to be considered as an advance and do not constitute a deposit. Not the less, in case of non-performance of the contract by the Client, the commissioning company Saci Project shall have full right to retain the down payments made, without prejudice to the right to claim for greater damages.

8. Confidentiality and privacy. The parties undertake to treat as strictly confidential and not to disclose any information, data, technical formulas of which they may become aware, during the contract performance, and also to enforce this provision with their employees. Pursuant to Art. 13 of Legislative Decree 196/2003 and European Regulation 2016/679, known as GDPR, we inform you that the processing of personal data provided or otherwise acquired for contractual purposes, is aimed solely at the performance of the activities of the company. The provision of data is necessary for those activities regulated by contract, and any refusal to provide them may affect their performance. Signing this notice constitutes formal consent to the collection and processing of such data.

9. Payment terms. The Client undertakes to pay to the domicile of Saci Project s.r.l. the consideration set forth in the preceding offer, in the manner set forth therein and, failing that, in the following manner:

- 50% on order as down payment;
- 50% upon delivery.

10. Defaults and the solve et repete clause. Failure to pay on the due date of the invoice or debit note, any request for postponement of payment, or any other fact resulting in the Client's default shall cause the forfeiture of the terms agreed for the payment of the products and/or services, making any credit of Saci Project to the Customer immediately due and payable. In such case, Saci Project suspend the delivery of undelivered products and stop the execution of the contract. In the event of non-payment or delay in payment for more than ten days by the Client, Saci Project shall have the right to immediately terminate any current contract upon notice by registered letter, pec or fax, without any compensation to the Client.

Saci Project Ltd.

Registered office
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Corso Venezia, 123, 1-37131-Verona T. +39 045 4641990

Certified email: amministrazione@pec.saciproject.it - VAT number and Tax Code: EN05459770722 - SDI: W7YVJK9 - Capital stock € 15,300.00 fully paid up - Companies Register number MI - 1879650

saciproject.com

No dispute between the parties shall give rise to the suspension of payment, which the Client shall nevertheless make, except for the right to recoup the sums in the event of ascertained default on the part of the commissioning party. Failure to pay in full or in part on the agreed due date will result in the application of interest for late payment as set forth in Legislative Decree 231/2002, except for greater damages.

11. Prohibition of returning products. No return of products by the Client to Saci Project Srl shall be accepted by the latter without prior written agreement. Under no circumstances shall the return of the products entitle the Client not to pay the agreed compensation or even a part of it, unless otherwise agreed in writing.

12. Copyrights, patents, trademarks and intellectual property. Without prejudice to Saci Project Srl's ownership and rights of use of ideations and any third party rights, all creative and ideational material submitted and not used by the Client shall remain the full property of Saci Project Srl. The Client acknowledges that rights in trademarks, trade names, copyrights, patents and other intellectual property relating to the products are not transferred to the Client, unless otherwise expressly agreed upon in this regard. The Client agrees to indemnify Saci Project Srl against all claims, damages and costs that it may incur, either as a result of the modifications on the products performed in accordance with the technical specifications provided by the Client, or as a result of the infringement of any intellectual property rights arising from the aforementioned modifications and the contents transmitted by the Client. Unless otherwise agreed, Saci Project s.r.l. reserves the right of exclusive use of the design and reproduction by any means of the product supplied.

13. Limitations on use and allowance. What is supplied and sold by Saci Project Srl shall be used only and exclusively for the purposes and in the manner intended. In the event of non-compliance, the Client shall hold Saci Project completely harmless against all (direct and indirect) damages, costs and liabilities that may arise from the use of the products in violation of this clause, as well as the reservations and warnings for use also provided by any original producers of basic programs.

14. Faculty of withdrawal. Saci Project Srl is given the right to exercise withdrawal actions under Art. 1373, paragraph 2, of the Civil Code, with notice to the Client via certified email or registered mail, 15 days prior the date on which the existing relationship will be terminated. The right of withdrawal freely granted by the Client to Saci Project Srl by signing this contract shall be exercised at the discretion of the Commissioning Company. Nothing will be due from the latter for any reason for the exercised right of withdrawal in favor of the Client. The Client has the right to terminate this contract, subject to written notice by registered letter a. r. or pec at least 15 days prior to the date on which the existing relationship will be terminated, although its execution has begun, while still holding Saci Project harmless for expenses, work performed and loss of earnings. The termination therefore has no effect on the services already performed, which will then be compensated as stipulated. The Client will lose the right to exercise their right of withdrawal, should they begin to use Saci Project Srl's products or if should they make them unfit for sale. The exercise of the right of withdrawal means that the Client must return and, in any case, no longer make use of the products and/or services received.

15. Jurisdiction and applicable law. The Court of Milan has exclusive jurisdiction for all kinds of disputes. The contract between Saci Project Srl and the Client, including anything not expressly provided for in these general sales terms conditions, shall be governed by the Italian Civil Code.

For acceptance and approval.

Milan,

Signature _____

It is formally and expressly acknowledged that all the contract clauses above have been specifically negotiated. In addition, pursuant to and in accordance with Art. 1341 of the Civil Code, it is hereby declared that it specifically approves the contractual clauses contained in the articles: 2) Scope of application; 3) Subject matter and performance; 4) Approvals, authorizations and variations; 5) Limitations of liability; 6) User's liability; 7) Down payments; 10) Default and solve et repete clause; 12) Copyright, patents, trademarks and intellectual property; 14) Right of withdrawal; 15) Jurisdiction and applicable law.

Milan,

Signature _____