GENERAL SALES CONDITIONS
DOLPHIN PACK SRL

Affi, 01/01/2020

PREAMBLE:

DOLPHIN PACK S.R.L., a company operating under Italian law, having its registered office in Via Volta 13, 37010 - Affi (VR), Italy, registered in the Verona Business Register under no. R.E.A.: VR 231630, Tax Code. and VAT no. 02332040233, is a company specialized in the production of packaging machines, in particular in the "foam technology" sector, including packaging machines. The purpose of these General Sales Conditions (hereinafter "GSC") is to uniformly regulate contractual relations with third parties to whom DOLPHIN sells products and/or services (hereinafter "Buyer(s)").
These General Conditions of Sale apply in full to every order and all our sales, unless otherwise stipulated which must be expressed and sent in writing by our Company. The sending or delivery of any purchase order by the Customer to our Company implies the full and unreserved acceptance by the Customer of the General Sales Conditions of our Company, even if these are not signed. These General Conditions are listed on our website (www.dolphinpack.net) and each Order Confirmation form indicates how to download them. They are therefore deemed to be known by all Customers.

1. General conditions

1.1. These GCS replace any other commitment, agreement or understanding, whether oral or written, previously made between DOLPHIN and the Buyer. Under no circumstances shall general terms and conditions of any nature whatsoever, included in orders and/or in other documents sent by either party or by third parties, be held as applicable, unless expressly accepted in writing by the other party.

1.2. The GCS consist of the following annexes, in the following order:

i. Order Confirmation (hereinafter: “Order Confirmation”) (Annex 1)

ii. Acceptance and testing report before shipment (hereinafter referred to as "Acceptance Report") (Annex 2);

iii. Dolphin Pack service Fees for technical assistance and intervention (Annex 3);

1.3. The premises and Annexes form an integral part of this Agreement and are inseparably linked to it.

2. Object of the contract

2.1. DOLPHIN undertakes to plan, design, produce, assemble, start, and deliver to the Buyer the Machinery, turnkey, with the production capacity and the functional and technical characteristics described in the Technical Specifications. The provision of a list of spare parts and their prices, if not provided for in the Technical Specifications, must be agreed with the Buyer in a separate agreement.

2.2. In view of the sale of the Machinery, the Buyer undertakes to pay the price of Offer as confirmed in the Order Confirmation (hereinafter: "Price") as specified in the following art. 10.

2.3 Where foreseen, in view of the sale of the Installation of the Machinery, the Buyer undertakes to pay the price of the installation (hereinafter: "Installation") as specified in the following art. 10.

3. Tests

3.1. Tests refer to:

1. Functional tests of the machinery provided for in the Contract before the shipment = FAT (Factory Acceptance Test)

2. Functional tests of the machinery provided for in the Contract at customer's plant = SAT (Site Acceptance Test)

3. Performing tests of the machinery provided for in the Contract at customer's plant according to production methods and quantities specifically requested by the customer = SPT (Site Performing Test)

The FAT, unless otherwise agreed, must be carried out at the place of manufacture during normal working hours.

The SAT, unless otherwise agreed, must be carried out at the place chosen by the Customer during normal working hours.

3.2. DOLPHIN shall notify the Buyer in writing of the FAT test in sufficient time to enable the Buyer to be represented at the tests.15 days before the day fixed for the FAT, the Buyer shall send the samples (raw material, product and plastic film) at its own expense to enable the Seller to perform the FAT. FAT will be carried out according to the FAT document to be mutually agreed upon at Layout confirmation and according to the capacity of the machine as described in Annex 1. At the end of the tests, a special report (FAT Acceptance Report) will be drawn up and signed by the Parties. If the Buyer decides not to participate, the FAT Acceptance Report shall be sent to the Buyer for review and comments. If the Buyer does not provide any comments within 7 days after having received the FAT Acceptance Report, it shall be accepted as accurate.

If the tests show that the Machinery does not comply with the technical specifications agreed upon between the Parties, DOLPHIN shall without delay remedy any deficiencies to ensure that the Machinery complies with the Contract and confirm compliance already agreed upon with the Buyer. New tests shall then be carried out at the Buyer's request, unless the deficiency is insignificant.

3.3. The SAT must be agreed between the Parties in sufficient time to permit DOLPHIN to organize the necessary staff and activities for the intervention. In any case, except for the occurrence of an event or circumstance of "Force Majeure", the SAT must be completed not later than 10 days after the conclusion of the installation of the Machinery at the location chosen by the customer. If the Buyer does not make himself available for the SAT within the term of 10 days, the SAT shall be deemed to have been carried out, producing all the contractual consequences foreseen in the contract. The commissioning of the machine is closely linked to the signing of the operator training certificate and the signing of the commissioning report, without which the machine cannot be put into production.

After the tests, a specific report, namely the SAT Acceptance Report, will be signed by the Parties. Should DOLPHIN not be represented, the SAT Acceptance Report will be sent to DOLPHIN for review and comments. If DOLPHIN does not provide any comments within 7 days after having received the SAT Acceptance Report, it shall be accepted as accurate.

It is agreed that, for safety and responsibility reasons, without the SAT Report duly signed by the Parties, the Machinery cannot be kept in operation and used by the buyer.

3.4 DOLPHIN shall bear all costs for FAT. However, the Buyer shall bear the costs for the raw materials necessary for the tests and, if any, the related shipping costs as well as all travelling and living expenses for its representatives in connection with such tests. The Buyer shall bear all costs for SAT; DOLPHIN will quote in advance in the Offer the costs that the Buyer has to bear on the basis of Dolphin Pack Service Fees (Annex 3)

3.5 Dolphin will be available for assistance during the performing tests, both remotely or at the Buyer's site for as long as necessary. DOLPHIN will quote on demand in the Offer or later, the costs that the Buyer has to bear on the basis of Dolphin Pack Service Fees (Annex 3).

3.6 In the event that the tests (FAT or SAT) cannot be done due to “Force Majeure”, such tests will be done remotely by means of media which facilitate real time communication.

4. Preparatory work and working conditions.

4.1 DOLPHIN will provide, in good time, the general layout of the Machinery to be installed, weights and overall dimensions, together with all the information required for installation site, for providing access for the Machinery and any necessary equipment to the site and for making all necessary connections to the works. Any request for a technical modification involving a change in the layout or a change in the machine's work cycle as agreed upon in the order confirmation must first be approved by DOLPHIN and quoted if necessary. Layout modification requests after final layout approval will be quoted separately.

4.2. The Buyer shall in good time undertake preparatory work to ensure that the conditions necessary for installation of the Machinery and for the correct operation of the works are fulfilled.

4.3. The Buyer shall ensure that:

a) DOLPHIN's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Buyer has been given notice In Writing in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by DOLPHIN;

b) has informed the Supplier in writing in good time before the commencement of the installation of all relevant safety regulations in force at the Site. Installation shall not be carried out in unhealthy or dangerous environment. All the necessary safety and precautionary measures must have been taken prior the commencement of installation and must be maintained.

c) DOLPHIN's personnel are able to obtain suitable and convenient board and lodging in the neighborhood of the Site and have access to internationally acceptable hygiene facilities and medical services;

d) has made available to DOLPHIN free of charge at the proper time on the Site all necessary cranes, lifting equipment and equipment for transport on the Site, auxiliary tools, machinery, materials, and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Buyer available on the Site. DOLPHIN will specify in writing its requirements concerning such cranes, lifting equipment, measuring and testing instruments and equipment for transport on the Site at the latest two weeks before the agreed date for starting the installation work.

e) Has made available to DOLPHIN free of charge sufficient offices on the Site, equipped with telephone and access to the Internet.

f) Has made available to DOLPHIN free of charge necessary storage facilities, providing protection against theft and deterioration of the Machinery, the tools and equipment required for installation.

g) The access routes to the site are suitable for the required transport of the Plant and DOLPHIN's equipment.

4.6 The Buyer shall provide all necessary assistance to ensure that DOLPHIN's personnel obtain, in good time, visas and any official entry, exit or work permits and (if necessary) tax certificates required in the Buyer's country, as well as access to the site. The assistance as such shall be provided free of charge.

4.7 In the event that the installation cannot be done due to "Force Majeure", DOLPHIN will make all reasonable efforts to install the Machinery not later than 30 (thirty) working days after the deadline agreed in the Contract. If it is still not possible to meet this new deadline, the staff of the Buyer will do the installation; DOLPHIN will provide the Buyer with assistance both with dedicated tutorials, technical manuals, photos, and audio-visual support in real time.

5. Terms of Delivery

5.1. The production terms up to the date of execution of the FAT are indicated in the Order Confirmation (Annex 1) and run from the date DOLPHIN receives the first down payment from the Buyer. The Machinery shall be deemed to be delivered FCA, Via Volta 11/13 37010 Affi Verona (Incoterms® 2020) at DOLPHIN's premises. The Term of Delivery is the sum of the production time, FAT time and lead time for readiness of the Goods to be shipped. When the Agreement provides for the installation of the Machinery, the Terms of Delivery shall be subject to the accessibility conditions of the installation site. DOLPHIN shall not be liable for delays in the Delivery due to carriers. Under no circumstances shall possible delays by DOLPHIN in delivering the Machinery, if such delays are inferior or equal to 30 (thirty) working days with reference to the agreed Term of Delivery, entitle the Buyer to claim for damages or for a price reduction, nor to any termination- and/or any cancellation- and/or any modification-right. When the delay by DOLPHIN in delivering the Machinery is greater than 30 (thirty) working days with reference to the agreed or postponed Term of Delivery, the Buyer shall be entitled to receive a weekly penalty of 50,00 € (Euros) for every day of delay up to max. 3% of the total value of the Machinery, starting from the thirty first day and until the date of the effective delivery, regardless of DOLPHIN's fault. The Buyer expressly waives to claim for further damages, as well as to any right to claim for a price reduction and to claim for any termination- and/or any cancellation- and/or any modification-right.

5.2. In case of delays in the delivery of the Machinery determined by a fortuitous event, "Force Majeure" and/or by other causes which cannot be ascribed to DOLPHIN's fraud and/or to DOLPHIN's gross negligence, DOLPHIN shall make any reasonable effort to deliver the Machinery within 60 (sixty) working days following the Terms of Delivery stipulated in the Agreement, without prejudice of the above art. 3.1. In such cases and only if DOLPHIN delivers within this grace period, the Buyer will not be entitled to compensation and/or damages, nor will the Buyer have any termination/modification/annulment right, nor will the Buyer have any right to claim for a price reduction with reference to the Machinery.

5.3. When, by performing its obligations, DOLPHIN requests the transmission by the Buyer of specific data and information, any delay greater than 10 working days in the relevant transmission, or any delay in the sending of the Order Confirmation by the Buyer (the "Layout Approval"), will determine a proportional postponement of the Terms of Delivery. In any case, unless expressly agreed otherwise in writing, if, during the performance of the Agreement, the Buyer requires in writing any technical modification of the Machinery, on DOLPHIN's prior approval, the relevant Term of Delivery will be deemed as automatically extended for the period reasonably needed to accomplish the requested modifications, even when said modifications do not imply a price modification.

5.4 Any technical change request involving a layout configuration change or a change to the machine work cycle as agreed upon in Order Confirmation must first be evaluated by DOLPHIN and if feasible will be quoted. Modification requests after Layout Approval or during installation, will be billed at final balance.

6. Delivery

6.1. The Machinery is delivered FCA (Incoterms® 2020) - DOLPHIN's registered office, after DOLPHIN has issued the notice of readiness for delivery. When otherwise agreed in writing, the Buyer undertakes to collect the Product within and no later than the agreed term. In case of delay in the Machinery' collecting, the agreed terms of payment shall not be extended, and the Buyer will bear all costs related to storage at DOLPHIN's and/or third parties' warehouses and to the safekeeping of the Machinery. It is understood that the Buyer will bear the risk of damage, perishing, loss and/or theft of the same Machinery as from the term of collecting initially agreed. The Buyer declares and acknowledges that the storage and/or safekeeping of the Machinery in the warehouses of DOLPHIN occurs in places and/or with modalities which are suitable for the correct conservation of the same Machinery, but that a long storage could anyway damage the Machinery because of its inner nature; the Buyer therefore waives to raise any claim, plea, or counterclaim in this respect.

6.2. When the Buyer does not collect the Machinery, the Buyer shall pay to DOLPHIN the exceeding amount, as a penalty, to complete the payment of 100% (one hundred percent) of the price of the relevant Machinery, and the relevant further damages as well; under any circumstances, DOLPHIN reserves the right to start judicial proceedings to enforce its contractual rights.

6.3. The Buyer undertakes to be present during the unloading operations of the delivered Machinery and to sign the transport documents. In case of lacking signature at moment of the Delivery, the transport documents shall be transmitted via telefax and/or email by DOLPHIN to the Buyer as soon as possible; in such a case, the relevant contents shall be deemed as entirely accepted by the Buyer lacking

any written complaints by the Buyer within and no later than 24 (twenty-four) hours as from the receipt of the same documents.

7. Not Included in the supply

7.1. The following items are excluded from the supply of the Products, unless otherwise agreed upon in writing:

a) Foundations if required, adaptation, authorization and any masonry work and/or civil works in Buyer's building, also in compliance with the accident prevention regulations in force;

b) Lighting, Ground and equipotential services and/or systems;

c) Supply, installations and connections to compressed air utilities, including temporary ones,

d) Supply, installation and connection of fire and fire-alarm systems;

e) Lifting and transport equipment, truck unloading and packaging opening, as well as any other tools and equipment necessary for assembly;

f) Disposal of packaging and/or waste in general;

g) Raw materials and energy necessary for the operation and acceptance tests (if included in the contract);

h) Specialized and non-specialized personnel for assistance to DOLPHIN technicians during testing, including a translator, if required; all equipment for the control, verification and management of the technological parameters;

i) Local permits and authorizations, certifications and compliance with the context in which DOLPHIN's machines are inserted, classification and adaptation of the plant according to local regulations where the product will be used;

j) Additional measures suitable for the prevention of explosions or other, according to local or specific needs of the operator;

k) Any other supply and services not specified in the Contract.

8. Warranties and claims

8.1 DOLPHIN guarantees (i) the conformity of the Machinery with all generally applicable legal and regulatory requirements in the EU and at the place of Delivery on the date of the SAT and (ii) the absence of defects in the Machinery for 12 (twelve) months from the date of the successful SAT (whichever is longer), in accordance with applicable law. If the Buyer's claims regarding the existence of defects in the Plant are well-founded and accepted by DOLPHIN during the warranty period, DOLPHIN shall replace the defective Plant free of charge and/or, at its sole discretion, repair it within an appropriate period of time, delivering it to the Buyer with the same Incoterm agreed for the Plant.

8.2. The guarantee shall be limited to the value of the Machinery and shall only cover operations relating to the repair or replacement of defective part of the Machinery, as well as the supply, packaging and labour required for its disassembly and assembly. Further and indirect damages, such as for example emergent damage and loss of profit, downtime and production, damage to the image, damage for loss of chance, etc. are not covered by this guarantee.

8.3. In case of a valid warranty claim, travel expenses, food and lodging expenses of personnel sent by DOLPHIN for the repair or replacement of defective components are expressly excluded from the guarantee.

8.4. Under penalty of cancellation of the warranty, the Buyer shall notify DOLPHIN about defects in writing, by sending a detailed registered letter with acknowledgement of receipt to be anticipated by fax or e-mail, also enclosing appropriate pictures, no later than 8 (eight) calendar days after discovery of the defect.

8.5. The warranty shall be excluded when the defects notified by the Buyer have been caused by one or more of the following causes: (i) mistakes in the information and/or in the technical data provided to DOLPHIN by the Buyer (ii) alterations and/or modifications to the Machinery not previously authorized in writing by DOLPHIN; (iii) storage and/or safekeeping of the Machinery in places and/or with modalities violating the specific instructions of DOLPHIN; (iv) use of the Machinery by the Buyer or by third parties against the instructions of DOLPHIN included washing the Machinery with unsuitable detergents and/or substances; (v) installation of the Machinery in third parties' sites.

8.6. The Buyer declares and acknowledges that the information and/or data and/or images and/or wording of the Machinery, indicated in DOLPHIN's price list(s) and/or on the DOLPHIN's website and/or in other promotional material, have a mere indicative nature. DOLPHIN expressly reserves the right to modify, at any time and without any prior notice, all specifications, models, materials, colors, accessories, trims and, in general, any and all features of the Machinery indicated in DOLPHIN's price list(s) and/or on the abovementioned website and/or in other technical/commercial promotional material. Such modifications will, of course, not affect any contracts already concluded at the time of modification.

8.7. The Supplier guarantees the achievement of the operating and functioning objectives indicated in the Technical Specifications, provided that the instructions and specifications for use and maintenance are exactly followed by the Buyer.

9. Conformity and technical improvements

9.1. DOLPHIN declares and guarantees that the Machinery complies with the regulations as clearly specified in the quotation adopted by the 2006/42/CE. If the Machinery is installed outside the EU territory, the conformity of the Machinery to the specific regulations in force there will be the sole responsibility of the Buyer.

9.2. All material necessary to obtain permits, licences and administrative authorisations shall in all cases be the sole responsibility of the Buyer, as shall compliance with the laws relating to the installation and operation of the Machinery. No obligation arises under the Contract to DOLPHIN with respect to Buyer's obtaining any permits, licenses, approvals or other for any title or authority required by any entity.

9.3. In designing the Machinery, DOLPHIN will rely on the data and information received from the Buyer. Should the actual conditions differ from those specified by the Buyer to such an extent that the suitability of the plant constructed on the basis thereof is impaired, DOLPHIN shall promptly notify the Buyer of the need for modification and the consequent adjustment of delivery terms and costs.

10. Price

10.1. The price for the Machinery is established in the Offer and confirmed in the Order Confirmation.

10.2 If agreed, the price for the Installation is established in the Offer and confirmed in the Order Confirmation.

10.3. The price is in EUR currency, V.A.T. excluded. Unless otherwise agreed, the prices do not include transportation, flights tickets, board and lodging of Dolphin Pack's technicians.

10.4. If, after the subscription of the Order Confirmation, an extraordinary or unforeseeable event occurs, such as to make DOLPHIN's performance excessively onerous within the meaning of Article 1467 of the Italian Civil Code, the Buyer and DOLPHIN will renegotiate in good faith the terms and conditions of the Agreement, without prejudice to DOLPHIN's right to terminate the Contract pursuant to Article 1467, par. 1, of the Italian Civil Code.

11. Payments

11.1. Payment of the Price shall be made according to what established in the Offer and confirmed in the Order Confirmation

11.2 If foreseen and unless otherwise agreed, the Payment of the Installation will be made at Installation completed.

11.3. The Buyer declares and guarantees to DOLPHIN to be fully solvent, to have and to keep adequate financial and/or patrimonial conditions for making the payment of the price of the Agreement without any undue delay.

11.4. In case of non-payment or partial payment of the price, or in case of delay in payment of the price of more than 15 (fifteen) calendar days, DOLPHIN shall have the right to suspend the execution of the Agreement until the sums due have been paid in full, or until adequate guarantees have been provided, or the right to terminate the Agreement with all legal consequences. Should the financial and/or corporate conditions of the Buyer (even if they become such after the execution of the Agreement) be deemed such as to jeopardize the relevant payment, or should the Buyer fail to pay on time and accurately the Machines delivered by DOLPHIN also with reference to other contractual relationships between the Parties, DOLPHIN shall also have the right to suspend the execution of the Agreement or the right to terminate the Agreement.

11.5. In the event of total or partial delay in payment, DOLPHIN will be entitled to the payment of interest calculated at the rate of 6-month EURIBOR + 2%; in any case, the accrual of interest will begin

automatically, without DOLPHIN having to send a formal notice of payment. In such a case, DOLPHIN reserves the right to change, at its sole discretion, the payment terms and conditions indicated in the Contract. In case of payment by instalments, failure to pay even a single instalment will result in forfeiture of the benefit of the term and DOLPHIN will have the right to demand immediate payment of the total price, without the application of any list discounts, which will be automatically considered not applicable. In any event, in the aforementioned circumstances, DOLPHIN shall have the right to retain the sums received. DOLPHIN expressly reserves the right to claim any further damages.

11.6 Under no circumstances shall any defects in the Plant, as well as any delays with respect to the agreed Delivery Terms, give the Buyer the right to suspend the relevant payments and/or any other payment due to DOLPHIN in connection with the present Contract or in connection with other contractual relationships ("solve et repete" clause pursuant to Art. 1462 of the Italian Civil Code). Any claim, objection or counterclaim, whether judicial or extrajudicial, shall only be made by the Buyer after payment in full of the Contract price.

12. Taxes

12.1. Unless otherwise agreed in the Order Confirmation, any taxes, tariffs, duties, customs duties, tolls, licences, authorizations, permits and/or other fiscal and/or customs and/or administrative charges, notwithstanding their denomination, provided for by the law of the country in which the Plant is imported ("Taxes"), shall be fully and exclusively borne by the Buyer.

Under no circumstances shall any delay in the payment of the Taxes entitle the Buyer to terminate the contract, nor shall it entitle the Buyer to claim damages. The Buyer expressly waives any claims, exceptions and/or counterclaims in this respect.

13. Title retention clause

13.1. Title to the goods remains vested in DOLPHIN and does not pass to Buyer until the purchase price has been paid in full by the Buyer and received by DOLPHIN.

13.2. Until the transfer of ownership of the goods, if the Buyer fails to comply with the Terms of Payment agreed in this contract: a) DOLPHIN shall have the authority to repossess, sell or otherwise deal with and/or dispose of all or any part of the Goods; b) the Buyer shall store or mark the goods in a manner reasonably satisfactory to DOLPHIN indicating that title to the goods remains vested in DOLPHIN and d) the Buyer shall insure the goods to their full replacement value, and ensure that DOLPHIN is noted on the insurance policy as the loss payee.

Regardless of whether title to the goods remains with DOLPHIN, the risk of the goods shall pass to the Buyer upon delivery, as previously specified in art. 6.6.

14. Intellectual property

14.1. The intellectual property rights owned by each party prior to the Contract shall continue to be owned by that party.

14.2. The models, trademarks, patents, prototype samples, plans, drawings, models, documentation, instructions or technical or technological, operational or organizational and operational know-how, methods and systems, and, in general, any material likely to be the intellectual or industrial property of DOLPHIN which it supplies to the Buyer as a result of the performance of the Contract, will be held as exclusive property of DOLPHIN.

14.3. The use of names, trademarks, signs, logos or other distinctive or identifying marks owned by any party, or by indication of any party, shall in no event be construed as a licence or transfer of use or establishment of any right in favour of the other parties over such assets.

14.4. A breach by the Buyer of this intellectual property clause shall entitle DOLPHIN to claim damages and prejudice and to take such legal action as it deems appropriate.

15. Confidentiality

15.1. In the pre-contractual phase and/or in the performance of its obligations, DOLPHIN may transmit to the Buyer certain information or data of a strictly confidential nature relating to the Product(s), such as, without limitation of the foregoing, preliminary projects, software, processing, methods, procedures and corresponding sketches, inventions, instructions manuals, techniques and related technologies, marketing plans, price list ("Confidential Information").

15.2. The Buyer undertakes, during the term of this Agreement and for following the three (3) years after its termination determined for any reason whatsoever, to receive and keep the Confidential Information confidential and secret. The Buyer undertakes not to reproduce, disclose, or in any way use – whether directly or indirectly – the Confidential Information, whether for its own purposes or those of third parties, or for purposes unrelated to the performance of the Agreement.

15.3. The Buyer undertakes to fulfil the confidentiality obligations set out in this clause also on behalf of its own employees, managers, directors, consultants, agents or other subjects connected with and/or dependent upon the Buyer, also on an occasional basis, to whom the Confidential Information may be disclosed. The Buyer undertakes to return to DOLPHIN the Confidential Information as soon as the Buyer does not need them anymore and, in any case, when DOLPHIN so requires in writing.

15.4. Unless necessary for internal use, the Buyer undertakes not to make any copy, not even an electronic copy, of the Confidential Information, nor in whole nor in part. The Buyer expressly recognizes the importance of Confidential Information to DOLPHIN's business and therefore acknowledges that any breach of the confidentiality obligations set out in this clause constitutes a breach of contract. No provision of these Terms and Conditions may, directly or indirectly, grant the Buyer any right or interest whatsoever in the Confidential Information.

15.5. The Buyer undertakes to abstain from filing any patent and/or model application which involves the Confidential Information. In the event of a breach of the confidentiality obligations set out in this clause, the Purchaser shall pay DOLPHIN all relevant damages.

16. Force Majeure and Hardship clause

16.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party 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.

16.2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 16.1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;(iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises, shortages of labour or raw materials.

16.3. A party successfully invoking this Clause 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 when the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences apply only for as long as the impediment invoked prevents the performance of the party concerned. If the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect from the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

16.4. Hardship - If a party to a contract proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably be expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event. If the parties have not been able to agree on alternative contract terms as provided for in the preceding paragraph, the party invoking this Hardship Clause is entitled to terminate the contract, but cannot request adaptation by the judge or

arbitrator without the agreement of the other party. In this case no refunds or penalties will be due, and no guarantees are enforced.

17. Term and termination

17.1. This Agreement shall enter effective on the date of signature, provided that the agreed Advance payment has been paid.

17.2. The Buyer is entitled to terminate this Agreement at any time, with immediate effect, without prior court approval and without compensation in lieu of termination other than for the Equipment and/or Services delivered in accordance with the Agreement up to the date of termination, by providing written notice to the Supplier, in the event:

i. the Supplier has committed an act involving dishonesty, disloyalty, corruption or fraud with respect to Buyer or its business;

ii. the Supplier is in material breach of any of its obligations under this Agreement, including by systematically performing unsatisfactory or poor-quality services, and has failed to remedy such breach within thirty (30) days after having received notice to that effect from the Buyer;

iii. the Supplier ceases or disposes of its business or threatens to do so, is declared bankrupt or insolvent, takes any action in respect of liquidation or winding up, or is placed under judicial management;

17.3. The Buyer shall have at its sole discretion the right to still have the Equipment and/or Services delivered in part or in full or to opt for full reimbursement of all payments already made by the Buyer in relation to such Equipment and/or Services.

17.4. Upon termination of this Contract for any reason whatsoever, the Supplier shall immediately and promptly return to the Buyer or destroy and certify such destruction to the Buyer in writing, any documents, equipment, correspondence, etc. entrusted to him pursuant to article 15 of this Agreement.

18. Language

18.1. These General Terms and Conditions of Sale are written in Italian language, to be considered as the sole binding text. In case of translation into foreign languages, the relevant texts shall be held as courtesy copies.

19. Sole court – reimbursement of the legal fees and expenses

19.1. The parties shall defer any disputes arising out of the present contract to a mediation attempt managed by the Service of Mediation of the Chamber of Arbitration of Milan.

If the mediation attempt fails, all dispute related to the formation, application, interpretation, validity, effectiveness, execution and/or termination of the Contract -including those of a non-contractual nature-

shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milan (the Rules), by a sole arbitrator, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause.

The official language of the arbitration will be the Italian language.

20. Applicable law

20.1. The Italian law is applicable to the Agreement, it being understood that the application of the United Nations Convention on the International Sale of Goods (Vienna Convention 11th April 1980) shall be in any case expressly excluded.

21. Miscellaneous

21.1. The circumstance that DOLPHIN does not enforce, in any moment, its right/s in accordance with one or more clauses of the Agreement shall not be interpreted as a general waiver to said rights, nor shall it prevent DOLPHIN from afterwards requiring their timely and exact compliance.

21.2. Headlines have indicative character only.

21.3. The possible invalidity or ineffectiveness of any clauses of these General Terms and Conditions of Sale, for any reason whatsoever, shall not imply the invalidity of the whole Agreement nor the invalidity of any other contractual provisions which are not directly linked to and/or dependent on the clause to be held null or ineffective.

Dolphin Pack S.r.l.

Signature
Davide Zaninelli
CEO