



GENERAL CONDITIONS

1. Scope. Notwithstanding any provision to the contrary, even if contained in any general conditions of the customer ("Client"), the General Conditions apply to all contracts to which GUSELLA MEDIA & DESIGN di Enrico Gusella (the "Supplier") is a party, VAT number IT04124671209, with registered office in Via Turati 47, Bologna (40134), concerning the supply of services. All offers, order confirmations and deliveries by the Supplier shall be governed by the General Terms and Conditions, unless otherwise stated in writing by the Supplier.

2. Formation of the contract. Prevalence. The General Terms and Conditions and the special terms and conditions ("Special Conditions") constitute the contract ("Contract") between the Client and the Supplier ("Parties"), together with the Supplier's technical-economic offer ("Offer") and any further written agreements between the Parties. In the event of any discrepancy between the General Terms and Conditions and the Specific Conditions, the latter shall prevail. For all matters not provided for in the Contract, without prejudice to commercial usage, reference is made, exclusively in addition, to the practice of the relationships in place between the Parties at the time of conclusion of the Contract.

3. Subject matter of the Agreement. By virtue of the Contract, the Supplier undertakes to provide/provide the Client with the services ("Services") provided for in the Particular Conditions, under the terms and according to the methods established therein. The Services may be provided in the context of (a) "Single Orders" (also defined as a "Project") and (b) "Continuous Service Supplies" as provided for in the Specific Conditions, having as their object, by way of example, the conception, study, design and implementation of promotional campaigns, the development and development of web/software solutions, communication/creative consultancy for the creation and management of the corporate brand identity, and all related instrumental, functional and ancillary activities.

4. Conclusion of the Contract. Offer validity. Duration. The Contract enters into force upon receipt by the Supplier of the Particular Conditions duly signed, within the term of validity indicated in the same. For the duration and any tacit renewal, please refer to the Special Conditions.

5. Condition precedent. Suspension of execution. Forfeiture of the term. The Contract is valid and effective from the payment of the deposit, if provided for in the Contract. After the entry into force of the Contract, in the event of non-payment of a fee/instalment/deposit, the Supplier has the right to suspend the execution of the Contract for which the non-payment occurred and any other contracts in place with the Client and to terminate the Contract with immediate effect by giving written notice to the Client by certified email. In the event of deferred and instalment payment, in the event of non-payment by the agreed deadline, even of a single instalment, the Client shall be deemed to have forfeited the benefit of the term pursuant to Article 1186 of the Civil Code in relation to the Contract for which the non-payment occurred and for any further contracts in place with the Supplier, without prejudice to the Supplier's right to take action for compensation for the greater damage suffered.

6. Price. Invoicing and payment of the agreed price ("Price") shall take place in accordance with the terms and conditions set out in the Specific Terms and Conditions. The Price exclusively includes the supply/provision of the Services expressly provided for in the Particular Conditions, net of VAT and other taxes, fees and charges of any kind applicable to the Contract. Regardless of the agreed means of payment, payment takes place conventionally at the Supplier's domicile. The regulations on combating late payments in commercial transactions pursuant to Legislative Decree 231/2002 apply to the Contract. In the case of continuous Services with a duration of more than one year that provide for the payment of a periodic fee, the Supplier has the right to adjust the same to an extent equal to 75% of the variation in the consumer price index processed by ISTAT, taking as a reference base the index of the month of the first fee.

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7. Ownership of content and/or materials developed in the provision of the Services. Delivery of source codes and login credentials. Except as otherwise provided in the Particular Conditions or written agreements between the Parties and with the exception of any materials and/or content provided by the Client over which the Client owns the intellectual property rights, the Supplier owns the intellectual property rights to the materials and/or content and/or creative solutions developed in the performance of the Contract. With the partial exception of the above:

- (a) at the end of the Project and following the full payment of the Price, the Supplier will deliver to the Client all the source files relating to the works developed in the execution of the Contract (including, but not limited to, applications, graphic layouts, software, websites, banners);
- (b) at the same time as the delivery of the source files referred to in point (a), the Supplier will provide the Client with all the access credentials (username and password) necessary for the Client's autonomous management of the Services and the materials developed (such as, by way of example, access to CMS, hosting, databases, code repositories). These credentials will be delivered securely and confidentially. The Customer will be solely responsible for safekeeping and updating these credentials after delivery;
- (c) the rights to the creative solutions proposed by the Supplier and not explicitly selected or not approved by the Customer remain the exclusive property of the Supplier and may not be used in any way by the Customer;
- (d) the Supplier may keep a copy of the source files and materials developed for the exclusive purposes of archives and portfolios, subject to anonymization of the Customer's sensitive data, and in any case in compliance with current legislation on the protection of personal data and confidentiality obligations.

8. Client's Particular Obligations and Responsibilities. Without prejudice to the provisions of the General Conditions and the Particular Conditions, the Client undertakes to carry out any activity and/or operation aimed at allowing the Supplier to correctly fulfil the obligations arising from the Contract and, in particular, but not limited to:

- (a) if the Supplier asks the Client to approve one or more phases of the Project and the Client does not respond within a period of ten working days, the Supplier shall be entitled to charge the Client the amount of € 550.00/person (equivalent to the daily cost of the resources allocated by the Supplier to the Project), or other amount indicated in the Specific Conditions, except for any greater damage;
- (b) to comply with the civil, criminal and administrative regulations of regional, national and EU law, with particular but not exclusive reference to the rules on copyright and industrial property, the processing of personal data, competition and accident prevention, safety and hygiene at work;
- (c) to promptly and comprehensively communicate to the Supplier all the information useful for the correct execution of the Contract, with particular but not exclusive reference to its needs and requests, the characteristics of its IT system, the programs and/or systems with which the Services must interface or in any case communicate, the security measures it uses. In particular, the Client undertakes to expressly and promptly notify the Supplier, before the start of the development activities or in any case as soon as it becomes aware of it, of the possible applicability to its website or mobile application, subject of the Services, of the European Accessibility Act, Directive (EU) 2019/882, transposed in Italy by Legislative Decree 82/2022. The Client is solely responsible for identifying such accessibility obligations and therefore indemnifies the Supplier from any liability arising from the failure or incorrect communication of such applicability or from the failure of the Service to comply with such requirements if not expressly communicated and included in the specific subject matter of the Contract and in the related Particular Conditions.
- (d) to deliver to the Supplier, within the time and in the manner provided for by the Particular Conditions or indicated by the latter, the materials and/or contents required by the Supplier for the correct and compliant fulfilment of the Contract;
- (e) to promptly communicate any changes to its contact details and to the person in charge provided for below, as well as any transfers and, in any case, to respond promptly and comprehensively to requests for information and/or instructions made by the Supplier;
- (f) to use the Services with the diligence required with reference to the nature of the same, scrupulously complying with the instructions given by the Supplier;

(g) not to carry out, directly and/or through third parties, interventions on the solutions contemplated by the Services, under penalty of loss of the warranty as provided below;

(h) to verify the compatibility of materials, content and creative solutions proposed by the Supplier as part of the execution of the Contract with any intellectual property rights of third parties (in particular, competitors in the same product sector as the Customer), promptly reporting any critical issues to the Supplier.

9. Designation of person in charge and technical contact person. Waiver of disputes. The Client has the right to designate one or more persons of its trust appointed to assist the Supplier during the execution of the Contract and to provide all the required collaboration. In the absence of indication, it is considered that the legal representative or the owner or the person in charge of the competent office has directly assumed the functions and responsibilities of the person in charge. All communications (including verbal communications) made by the Supplier to the contact details of the person in charge (including e-mail) shall be deemed to have been duly received by the Client. Unless otherwise agreed in writing between the Parties, the Client hereby waives the right to contest the validity and effectiveness of authorisations and/or consents and/or acceptances of Services, issued to the Supplier verbally and/or in writing by persons in a relationship of employment or in any case of collaboration with the Client.

10. Burden of verification. The Client undertakes to exercise the utmost diligence to promptly carry out all checks and tests aimed at verifying, within the deadlines provided for by the General Conditions and the Particular Conditions, the possible existence of defects and/or defects and/or non-compliance of the Services with respect to what is agreed in the Contract. Any charges for the aforementioned checks are borne by the Customer.

11. Indemnity. The Supplier is solely responsible for the activity carried out under the Contract and the Services provided, within the limits of the provisions of the General Conditions and the Specific Conditions. The Client undertakes to indemnify, indemnify and fully compensate the Supplier for all prejudices and direct, indirect and consequential damages dependent on claims also by third parties that for any reason or contractual and/or non-contractual liability derive directly or indirectly from the use of the Services, from the Client's failure to comply with the provisions of the Contract or in any case from the violation of legal regulations, with particular but not exclusive reference to the regulations on the protection of personal data, copyright and industrial property, the publication of materials covered by trade secrets, or in any case contrary to mandatory rules, public order and morality.

12. Terms. Unless otherwise agreed in writing in the Specific Conditions with the express provision of mandatory delivery by a certain date, any terms provided for by the same, by way of example, for the delivery of a Project and/or a Site and/or a Campaign (as defined in the Particular Conditions), must be considered merely indicative and not binding for the Supplier. In particular, a delay of less than twenty working days does not entitle the Customer to any compensation for damages, except in the case of wilful misconduct or gross negligence on the part of the Supplier; for delays of more than twenty working days, the following limitations of liability apply.

13. Termination of Terms. All the terms provided for in the Contract shall be deemed interrupted if the Client does not correctly and promptly fulfil the obligations imposed on him by the Contract and, in particular, if:

(a) fails to make payments on the due dates, up to the time of payment, without prejudice to the rights of the Supplier;

(b) does not provide the data, information and/or feedback necessary for the execution of the Service within the time limits set by the Supplier, until the time of fulfilment by the Customer.

14. Customer requests that result in an increase in the Supplier's activity. In the event of modifications, additions or variations requested by the Client to the nature and/or characteristics and/or extent of the individual Services provided for by the Specific Conditions, which determine an increase or in any case a variation in the Supplier's activity with respect to what was agreed in the Particular Conditions, the Supplier

shall make a new proposal to the Customer, the conditions of which, if accepted, replace the previous ones. If the Client does not accept the new Particular Conditions, he is required to receive the Service performed in accordance with the initial Particular Conditions accepted and to independently provide for the modifications, additions or variations; in this case, the Supplier has the right to withhold any sums received by the Customer as compensation for the activity carried out, without prejudice to the right to take action for compensation for greater damages.

15. Supplier's Warranty. Always without prejudice to the legal guarantees, in relation to the individual Services, the Supplier guarantees the correct functioning of the same in accordance with the functionalities, characteristics and performance agreed in the General Conditions and in the Particular Conditions. The provision of the guarantee established in the Contract is in any case subject to the correct and timely payment of the amounts provided for in the Contract and in any case of the amounts due for any reason by the Customer to the Supplier.

16. Complaints. Any complaint/complaint/dispute by the Client with reference to the Services covered by the Contract must be sent to the Supplier by certified email [enricogusella@pec.it] (anticipated by email), within fifteen days of delivery or discovery of the defect/defect/non-conformity, under penalty of forfeiture. The aforementioned terms also apply to the intermediate phases of execution of the Contract, i.e. to those at the end of which, by virtue of the Particular Conditions, the Supplier has the right to continue with the execution of the Contract, therefore the solution proposed for approval must be considered and accepted and the mechanism of silence-consent is operative.

17. Disclaimer of Warranty. The guarantee provided for in the Special Conditions does not apply to the occurrence of events not directly attributable to the Supplier, such as, but not limited to:

- (a) interventions on the Services carried out by the Customer and/or by third parties not authorized by the Supplier;
- (b) improper, incorrect and/or negligent and/or imprudent use, management and/or maintenance of the Services or, in any case, not in accordance with the instructions for use and/or instructions issued by the Supplier;
- (c) claims deriving from (i) the environment hosting the Services, including the web/hosting environment, (ii) natural disasters, atmospheric agents, fires, (iii) vandalism, terrorism or malicious acts, (iv) malfunctions and/or failures of systems and/or utilities, including but not limited to telephone, data or electricity;
- (d) failures caused by the negligence, imprudence, inexperience or wilful misconduct of the Client or its staff, by force majeure or by other causes attributable to third parties;
- (e) deriving from violation of civil, criminal and administrative laws by the Client or third parties (which involves, for example, the commission of computer crimes, such as abusive access to the Client's data and/or the total or partial deletion of the same).

18. Exclusion of Supplier's liability. The Client acknowledges, represents and accepts that the Supplier is not responsible for verifying compliance with the intellectual property rights of third parties on materials, content and creative solutions developed by the Supplier within the framework of the performance of the Contract for which the Client is solely and exclusively responsible, as provided for in Article 8 letter (h). The Supplier, therefore, except in the case of wilful misconduct or gross negligence, is not liable to the Client for any damage and/or prejudice suffered by the Client for any reason as a result of the violation of the rights of third parties.

19. Limitations on Supplier's liability. The guarantees and responsibilities of the Supplier deriving from the Contract are limited to those expressly established in the Contract, except as provided for by mandatory rules that cannot be waived by the will of the Parties. In any case, liability for slight negligence on the part of the Supplier is excluded. In no event shall the Provider be liable for loss of profit, incidental or consequential damages, direct or indirect losses of any kind arising from the provision of the Services. The maximum overall

liability of the Supplier for breach of contract, including delay, is in any case limited to the maximum value of 50% (fifty percent) of the Price of the Service subject to non-performance.

20. Interventions. Within the limits of the provisions of the Contract, during the warranty period, the Supplier undertakes to eliminate or correct defects, defects, imperfections and/or non-compliance of the Services with respect to what is agreed in the Particular Conditions. The Supplier provides the warranty in the manner and by carrying out the interventions deemed most suitable, at its sole discretion. In any case, the Supplier's acceptance to carry out interventions under warranty does not constitute recognition of defects and/or defects and/or non-conformity of the Services, it being expressly excluded that the performance of the above interventions involves the recognition of any claim for compensation for damages and/or reimbursement of expenses, disbursements and charges of any kind.

21. Fortuitous event or force majeure. The Supplier is not liable to the Client for a breach caused by events beyond its reasonable and foreseeable control or in any case attributable to third parties or to fortuitous circumstances or force majeure, such as, by way of example but not limited to, natural disasters, measures of public authority, war and terrorist actions, strikes and lockouts, including non-company ones, and other industrial actions or riots, interruptions or overloading of energy flows and/or voice and/or data lines, actions punishable under the regulations on computer crimes (cybercrimes). In the event of these cases, the Supplier shall inform the Client and take all appropriate actions to put an end to the impediment event. If the impossibility persists for a period of more than six months, the Parties shall assess the conditions for the continuation of the Contract.

22. Termination of the Contract for reasons attributable to the Client - Penalty. Without prejudice to the other cases established by the General Terms and Conditions, if the Service cannot be carried out for reasons attributable to the Client, for example, but not limited to, because the Client has not provided the contents and/or information requested by the Provider within a reasonable time, or because it has unjustifiably refused to accept the work within the terms established by the Contract or to pay the balance, the Supplier has the right to terminate the Contract, withholding as a penalty any amount already received from the Customer, always without prejudice to the right to compensation for any greater damage suffered.

23. Assignment. Subcontracting. Place of performance of the Contract. The Contract may not be transferred, even in part, to third parties, unless otherwise agreed in writing with the Supplier. In the execution of the Contract, the Supplier may make use of subcontractors and/or service providers for any reason, for whose work it is responsible and with whom, except as otherwise provided for in the Particular Conditions, the Customer has no right to interface directly, always having to keep the Supplier as the sole point of contact. The execution of the Contract is conventionally established to take place at the registered office of the Supplier.

24. Confidentiality. The Parties undertake not to disclose data and information of a confidential nature that they come into possession of in the execution of the Contract, except in cases where this is necessary for the execution of the Contract and the fulfilment of contractual obligations and legal obligations. The notion of confidential information includes all data and information that is characterized as such by the Parties, or that can be considered as such by its nature, i.e. information that is not in the public domain at the time it comes to the knowledge of the other Party. By way of example, estimates and technical-commercial documents sent by the Supplier constitute confidential information. The Customer authorizes the Supplier to use its name (name/company name) or trademark for purely promotional purposes, in particular it authorizes its publication in the customer section of the Supplier's website.

25. Applicable law. Rinvio. Il Contratto è esclusivamente governato dal diritto italiano. Per tutto ciò non previsto nel Contratto, la disciplina di procedura fornita dal Codice Civile italiano si applica agli ordini individuali, mentre le regole fornite dal Codice Civile italiano si applicano ai servizi continui.

26. Mediation. Jurisdiction. The Parties agree that the court exclusively competent to hear disputes on the execution, interpretation and/or validity of the Contract is that of Bologna, Italy; however, the Supplier reserves the right to sue the Client before any Court having jurisdiction over it, in particular, but not limited to, for the recovery of claims relating to the payment of the Price.

27. Final provisions. The Agreement may only be amended with the prior written agreement of the Parties. In the event that one or more provisions of the Agreement are declared null and void or unenforceable for any reason, the others remain in full force, effect and binding between the Parties.

By full acceptance of the General Terms and Conditions

(Stamp and signature of the Client, legal representative or owner)

By way of acceptance of onerous clauses of the General Conditions

The Customer declares to have read and understood the content of the General Conditions and to specifically approve the content of the following clauses pursuant to Article 1341 of the Civil Code:

- 5. Condition precedent. Suspension of execution. Forfeiture of the term.**
- 6. Price**
- 7. Ownership of content and/or materials developed in the provision of the Services. Source codes**
- 8. Client's Particular Obligations and Responsibilities.**
- 9. Designation of person in charge and technical contact person. Waiver of disputes.**
- 10. Burden of verification.**
- 11. Indemnity.**
- 12. Terms.**
- 13. Termination of Terms.**
- 14. Customer requests that result in a significant increase in the Supplier's activity.**
- 16. Complaints.**
- 17. Supplier's Warranty Disclaimer.**
- 18. Exclusion of Supplier's liability.**
- 19. Limitations on Supplier's liability.**
- 20. Interventions.**
- 22. Termination of the Contract for reasons attributable to the Customer - Penalty.**
- 23. Cession. Subcontracting. Place of performance of the Contract.**
- 24. Prohibition of cancellation.**
- 27. Mediation. Jurisdiction.**

(Stamp and signature of the Client, legal representative or owner)