

Officina Stellare SpA
Via della Tecnica 87/89
36030 Sarcedo
VICENZA
CF/P.IVA 03546780242

To:
Ms. Janne Peltonen
Finland

Ref. No.: OS21-OFF413_ RMA 21001

19th February, 2021

Subject: RH200 repairing service for loose ring/collimation/general inspection – RMA2008

Dear Janne,

Following to our emails, please find here below our best quotation for the services as per subject:

- | | |
|--|--------------------|
| <ul style="list-style-type: none">• Repairing service for loose ring inside the optical tube• Collimation of the system• Anti-ghost Retro fit kit application• General inspection | 600,00 Euro |
|--|--------------------|

Shipment to Finland

TBQ

Delivery: 4 weeks from System receipt

Payment: Before shipment – Bank Wire transfer

Offer validity: 30 days

Gino Bucciol – CBDO
Officina Stellare Spa

Officina Stellare Terms and Conditions of Sale (07-2016)

Officina Stellare ("Seller") offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any item described in this document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods, services or work described will be referred to as "Products".

1. **Terms and Conditions.** Seller's willingness to offer Products, or accept an order for Products, to or from the Buyer is subject to these Terms and Conditions or any newer version of the terms and conditions found on-line at www.officinastellare.com. Seller objects to any contrary or additional terms or conditions of Buyer's order or any other document issued by Buyer.

2. **Price Adjustments; Payments.** Prices stated on Seller's quotation or other documentation offered by Seller are valid for 30-days, and do not include any sales, use, or other taxes unless specifically annotated in said quotation. All prices are Ex Works Seller's facility (INCOTERMS 2010). Payment is due as from quotation, after which Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law.

3. **Delivery Dates; Title and Risk; Shipment.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon placement of the products with the shipment carrier at Seller's facility. Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyer's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts of omissions.

4. **Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for a period of 12-months from the date of delivery to Buyer. Prices charged for Seller's products are based upon the exclusive limited warranty stated above, and upon the following disclaimer:

DISCLAIMER OF WARRANTY: THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AN IMPLIED, INCLUDING DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Claims; Commencement of Actions.** Buyer shall promptly inspect all Products upon receipt. No claims for shortages, damage, defects or other non-conformities will be allowed or accepted unless reported in writing within 30-days after receipt. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for an amount due on any invoice) must be commenced within 12-months from the date of the breach without regard to the date breach is discovered.

6. **Limitation of Liability.**

UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, LATE DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OR NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY.

7. **User Responsibility.** The Buyer, through its own analysis and testing, is solely responsible for making the final selection of the system and Product and assuring that all performance, endurance, and warning requirements of the application are met. The Buyer must analyze all aspects of the application and follow applicable industry standards and Product information. If Seller provides Product or system options, the Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.

8. **Loss of Buyer's Property.** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, will be considered obsolete and may be

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Headquarter: Via della Tecnica, 87/89 - 36030 - Sarcedo (VI) – ITALY

Optical facility: Via Maestri del Lavoro, 20 - 45030 - Occhiobello (RO) – ITALY

ph: +39 0445.370540/+39 0445.1922219 **fax:**+39 0445.1922009

www.officinastellare.com – info@officinastellare.com

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R.E.A.: 333887 - **Cap.soc.i.v.:** 467.769,00 Euro

destroyed by Seller after two consecutive years have elapsed without Buyer ordering the items manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.

9. **Know-how.** It is understood that the Seller is the sole and exclusive owner of the patent rights and technical rights or know-how rights concerning the Products ("**Intellectual Property Rights**").

The parties agree that this Agreement will not operate to transfer any right, title or interest in the Intellectual Property Rights of the Seller to the Buyer, and the latter will not have the right to manufacture, or have any other third party to manufacture, the Products without prior written authorization from the Seller. Any use of rights so granted must be subject to a separate know-how license agreement upon terms to be agreed between the parties.

10. **Special Tooling.** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds, and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the Products, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

11. **Improper use and Indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, damages, lawsuits and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Product, or (d) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.

12. **Cancellations and Changes.** Purchase orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental, and consequential loss or damage. Seller may change product features, specifications, designs and availability with notice to Buyer.

SELLER WILL APPLY A CANCELLATION CHARGE FOR PROCUREMENT AND OPERATIONAL COSTS RELATIVE TO THE CANCELLED ORDER BUT NOT TO EXCEED 50% OF THE PURCHASE ORDER VALUE.

13. **Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of the Seller.

14. **Force Majeure.** Seller does not assume the risk and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in deliver from carriers or suppliers shortage of materials or any other cause beyond Seller's reasonable control.

15. **Waiver and Severability.** Failures to enforce any provision of this agreement will not waiver that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

16. **Termination.** Seller may terminate this agreement for any reason and at any time by giving Buyer thirty (30) days written notice of termination. Seller may immediately terminate this agreement, in writing, if Buyer: (a) commits a breach of any provision of this agreement (b) appoints a trustee, receiver or custodian for all or any part of Buyer's property (c) files a petition for relief in bankruptcy on its own behalf, or by a third party (d) makes an assignment for the benefit of creditors, or (e) dissolves or liquidates all or a majority of its assets.

17. **Governing Law.** This agreement and the sale of delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with Italian commerce laws, as applicable to contracts

executed and wholly performed therein and without regard to conflicts of said laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Vicenza, Italy with respect to any dispute, controversy or claim arising out of or relating to this agreement.

18. **Entire Agreement.** This agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged.

19. **Compliance with Law,** Italian and U.S. Foreign Corrupt Practices Act. Buyer agrees to comply with all applicable laws and regulations, including both those of the United States of America, and of the country or countries of the territory in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act and the U.S. Anti-Kickback Act, and agrees to indemnify and hold harmless Seller from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that they are familiar with the provisions of the FCPA and the Anti-Kickback Act, and certifies that Buyer will adhere to the requirements thereof. In particular, Buyer represents and agrees that Buyer shall not make any payment or give anything of value, directly or indirectly to any governmental official thereof or any commercial entity or person, for the purpose of influencing such person to purchase products or otherwise benefit the business of Seller.

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