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## GENERAL TERMS AND CONDITIONS OF SALE

### 1. PREAMBLE

These General Conditions of Sale regulate the purchase and sale contracts concluded online of the products on the website "www.proxera.it" owned by Proxera S.r.l. (VAT No. 02741880351) with registered office in 42022 — Boretto (RE) Via Marchesi n. 1, registered in the Trade Register of Reggio Emilia Economic and Administrative Index no. : RE 309389 – Share Capital €30,000.00 fully paid up

Proxera S.r.l. is available to provide, also by telephone, to the Customers as defined herein below, any clarification regarding the content of these General Terms and Conditions of Sale.

### 2. DEFINITIONS

- a) Contract: these are the general terms and conditions of sale referred to in this document.
- b) General Terms and Conditions of Sale: these are the rules governing the contract of sale entered into by the Seller and the Customer by using the website [www.proxera.it](http://www.proxera.it).
- c) Seller/Company: Proxera S.r.l.
- d) Customer: any entity, either physical or legal, acting in the name and on behalf of a company, entity, association, freelancer, or sole proprietorship in possession of a regular VAT number.
- e) Website: the website [www.proxera.it](http://www.proxera.it) belonging to the Seller, in which the Customer can request the price list and upload orders.
- f) E-mail: means the e-mail tool by which the Seller and the Customer communicate.
- g) Order (s): means the job request sent by the Customer to the Seller via the procedure "Send Files" available on the website [www.proxera.it](http://www.proxera.it), i.e. by e-mail.
- h) Order confirmation: is the message sent by e-mail by the Seller by which the Customer is informed about the acceptance of the order placed on the website.
- i) Product(s): are the products that can be purchased from the Seller as described on the website and in the relative price list.

### 3. SUBJECT OF THE CONTRACT

These General Terms and Conditions of Sale apply to all Orders relating to the purchase of products offered by Proxera S.r.l. on the website [www.proxera.it](http://www.proxera.it).

The subject of the contract is the purchase and sale of semi-finished products for dental technicians that the Seller makes according to the precise request of the Customer. Proxera s.r.l. also employs the additive manufacturing technology Selective Laser Melting that allows metal elements to be created directly from digital files.

#### 4. ORDER

Each order implies the express acceptance by the customer, without reservation, of these general conditions of sale and also the waiver of the application of its own General Terms and Conditions of Purchase, if any.

Orders are placed via the Company's internet platform: [www.proxera.it](http://www.proxera.it).

Following the receipt of an order from the customer, Proxera S.r.l. will automatically send, by e-mail, a confirmation of receipt of this. Orders, if compliant with the guidelines, are processed.

After 1 (one) hour from the confirmation of receipt of the order it is considered accepted by the Seller, which will, consequently, initiate the activities necessary for the related production.

The Company undertakes, as far as possible, to maintain access to its websites 24 hours a day. However, it will not be liable for any interruption of service, in particular, and by way of example but not exhaustive, where this happens for maintenance or due to technical problems.

The customer declares to know the technical limits related to the internet, in particular as regards the consultation of information, the transfer of files and the risks associated with this technology, and orders sent by it.

After sending the file and the confirmation of automatic receipt of it by e-mail, given the peculiarity of the subject of the contract, **any cancellation of the order must be agreed with the Seller in writing**, and shall be considered canceled only after the seller sends a confirmation of cancellation by e-mail; it is understood that Proxera S.r.l. shall be compensated for the expenses and losses incurred for the initiation of execution of the contract.

We do not accept cancellations of orders after 1 (one) hour from the sending of the confirmation of receipt by the company.

#### 5. PRICES

The sales prices are indicated in the current Price List sent to the customer, and are expressed in Euros and are understood to be exclusive of VAT, carriage paid, unless otherwise indicated in the price list, within the Italian territory (with the sole exception of the smaller islands, Venice and Livigno).

The prices of the products indicated in the price list can be updated and are, therefore, subject to change. The Customer will purchase the products at the price published on the Price List in force at the time of sending the order, which the Customer is required to review periodically. Price changes do not constitute an element of dispute.

For certain jobs, for which an item is not specified in the price list, the Company is required to establish a tailor-made price quote. In this case the validity of the offer is limited to one week. In the case of offers sent via e-mail, the Customer will purchase the products at the price entered in the offer by the Customer and accepted within the specified deadline.

The Company's offers are subject to change without prior notice and it is the customer's responsibility to constantly review them on the Proxera website at <https://www.proxera.it/accesso-listino/> (downloadable with credentials provided by the company).

Certain products may be subject to significant technical changes depending on production constraints. Likewise, for similar reasons, the Company may be forced to temporarily suspend certain offers, which cannot give rise to any liability on the part of Proxera S.r.l.

## 6. PAYMENT METHODS

The Customer who makes a purchase can pay by wire transfer/cash on delivery: the choice of the payment method is made by the Administrative Staff of the Seller who will promptly communicate the chosen method.

No discount will be made in case of prepayment.

## 7. BILLING

Following the production of the product referred to in the order, a transport document that will accompany the goods will be issued. The relevant invoice will be issued according to the agreements and sent through the data interchange code SDI/certified e-mail.

## 8. SHIPPING AND DELIVERY TIME

The goods will be shipped to the address indicated by the customer, by courier; the delivery is carried out by the courier on the ground floor unless otherwise agreed between the Seller and the Customer. The shipment made by the Seller is to be understood in a single location that will be indicated by the Customer.

Delivery times are not an essential element of the contract, they are provided purely for indicative purposes and without guarantee of effective compliance. The seller, in fact, relying on express couriers for the shipment and delivery of products, cannot provide any guarantee on the work of third parties. Any delay in the delivery of orders will therefore not be a reason for cancellation of the latter, refusal of products or for claims for damages or interest.

Shipping times, which are purely indicative, are written on the price list and can be reviewed if the customer files must be updated, or if they do not conform to the specifications requested, and, therefore, need to be sent back to the Company.

The goods travel at the risk of the Customer, which must check the good condition thereof at the time of delivery. Upon receipt of the material and before signing the document of the courier who delivers the goods, the Customer must carefully verify that the number of packages delivered matches what is specified on the transport document. The Customer must also check the physical state of the packages to ensure that they have not been tampered with and/or damaged. For any problem encountered, write the words "accepted with reservation" by inserting the reason directly on the delivery document (for example: missing package, broken package, tampered package, etc.). By omitting this procedure, the Customer is not entitled to ask for compensation for damages from the carrier.

It will then be up to the customer to verify the quality, quantities and specifications of the delivered products. For any problem identified on the goods delivered, the Customer must,

within the peremptory term of 3 days from receipt of the goods, notify Proxera S.r.l. in writing, by e-mail (at [amministrazione@proxera.it](mailto:amministrazione@proxera.it)), certified e-mail (at [proxera16@legalmail.it](mailto:proxera16@legalmail.it)), or by registered letter with return receipt (to address 42022 — Boretto (RE) Via Marchesi n. 1). In the absence of such communication, the goods are deemed timely delivered according to the purchase order and free of defects and/or flaws, so that no complaint may be submitted afterwards to the Company.

In the case of defaulting customers, production will start only when the customer has fulfilled its obligations to the Company, settling the amounts still due.

Any delay due to the occurrence of cases of force majeure will result in the application of additional time.

## 9. COMPLAINTS

Damages, missing products, packaging defects found upon receipt of goods must be reported on the transport receipt document after carrying out a thorough inspection upon delivery, as provided for in Article 8 above.

If the Customer identifies problems related to delivery, he/she must send a registered letter with return receipt or a communication by certified e-mail to the address of the carrier, no later than 48 hours from delivery, and also a courtesy copy to the Company. Under no circumstances shall the dispute with the carrier be a reason for non-payment of the invoiced goods.

Any complaint relating to the quality of the goods submitted after 3 working days following the date of actual receipt of the goods shall be rejected. Therefore, as provided for in the previous Article no. 8, the Customer must, within the peremptory term of 3 days from receipt of the goods, submit a complaint to Proxera S.r.l. strictly in writing, by certified e-mail (at the address [proxera16@legalmail.it](mailto:proxera16@legalmail.it)) or by registered mail with return receipt (at the address 42022 — Boretto (RE) Via Marchesi n. 1).

In the absence of such communication, the goods are deemed timely delivered according to the purchase order and free of defects and/or flaws, so that no complaint may be submitted afterwards to the Company.

The Company guarantees, in case of defective product, exclusively the replacement of the goods that do not comply with the order, with the express exclusion of compensation for all damages, assets and non-assets, that directly or indirectly affect the Customer who, with the acceptance of these conditions, expressly declares to waive from now on any damages, patrimonial and non-patrimonial.

If the Customer deems the goods delivered not in conformity with the order or defective/damaged, in addition to compliance with the peremptory term of 3 days for the filing of the complaint, must provide adequate photographic documentation proving the relative defect and, if requested by Proxera S.r.l., send the product in question to the seller (at the registered office) so as to allow the latter to verify the existence of non-conformity or defects/flaws complained about.

If the goods are not returned within the peremptory term of 3 days from the request, no complaint may be submitted to the Company, which will therefore not be required to replace the product, given the lack of action of the Customer.

No liability can then be attributed to the Seller for the occurrence of a situation of force majeure, of unforeseeable events or if an event that makes it impossible for the Company to fulfil its own obligations arises.

#### 10. FORCE MAJEURE

The occurrence of a case of force majeure of any kind which may delay, prevent or render economically exorbitant the completion of the sale, shall result in the suspension of the contractual obligations of the Company.

A case of "force majeure" shall constitute any event of any nature which is reasonably out of control of one or the other Party such as, but not limited to:

- fire,
- breakage of stock of raw materials,
- electrical outage or breakage of machinery (thus making completion of the entrusted work impossible within the scheduled time),
- strike or blockage for trade union activities,
- interruption of transportation service (whatever may be the cause),
- legal or regulatory provisions affecting the production or delivery of products.

Should the event be extended for more than three months, the Company reserves the right, after this period of time, to terminate the contract without having to grant the Customer any compensation.

#### 11. CONFORMITY

Semi-finished products are not classified as bespoke medical devices, but constitute a part thereof and, consequently, it is responsible to declare compliance with essential requirements (referred to in Annex VIII to Directive 93/42) to the laboratory that completes the work.

#### 12. CRIMINAL CLAUSES

Failure to pay in full at the initial deadline, and also to the possible extension of the deadline expressly authorized in writing by the Company, will automatically determine the obligation for the customer to pay interest calculated at the delay fee provided for by Legislative Decree no. 231/2002 without the need to declare the Customer defaulting.

The Company will be authorized to request, in addition to the termination of the credit, any interest and bank charges.

In the event that the recovery must be carried out through a lawyer, both extra-judicial and judicial, and irrespective of the right for the Company to terminate the contract where the Customer does not fulfill all of his/her obligations, he/she will be required to pay to Proxera S.r.l., in addition to the total amount referred to in the overdue invoice(s), also a compensation equal to 10% of the amount due, in addition to the actual expenses caused by the non-payment, if higher; all this shall be added to the delay payment interest.

### 13. COMPUTER FILES: TECHNICAL LIMITS

It is assumed that each Customer is the owner of the rights of reproduction of drawings, documents, pictures, logos, fonts, which benefit from intellectual property laws, of which the same gives the Company the right to print. The Customer assumes full and exclusive responsibility for the prejudices that could be caused to a third party due to the unlawful use of these rights, undertaking to release Proxera S.r.l. from any liability, prejudice, request (etc.) submitted or made by third parties to the Company itself.

The computer files necessary to make the printed product must be provided by the Customer, and strictly comply with the guidelines on the website. Given the necessary technical expertise to process the files referred to in the order requests, it is assumed that the Customer is a professional, able to understand and apply the guidelines provided in the technical guide available on the website.

The prints, being made mostly for several production batches (i.e. grouped with jobs of other customers), ensure that the customer accepts, without reservations, the technical constraints related to this type of print, which are as follows:

- machining tolerance of about +/- 0.10 mm;
- presence of slight color variations;
- in case of reprinting, even starting from the same files, the color rendered can never be 100% identical;

It is also established that the Company shall assume no liability for measurement errors, dimensions, units of measurement and conversion of formats, if such errors are present on the files sent by the Customer.

The Customer also acknowledges that he/she is aware that the 3D design programs never guarantee a 100% reproduction of the file appearing on the screen and may cause, in case of further processing, results other than those displayed on the screen or from a print rendered by an office printer.

The Company reserves the right to make changes to the files provided by the customer that it deems essential for the production of the goods, and which do not comply with the technical guidelines.

Furthermore, the Company reserves the right to refuse any order in the event that the files do not comply with the technical guidelines, of which the Customer will be notified by e-mail.

For all these reasons, the Company cannot in any way be held liable in case of non-compliance with technical provisions.

The Company never intervenes on files that require correction by the author. In this case, the Customer undertakes to provide a new file.

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#### 14. COMPUTER SCIENCE AND FREEDOM

The customer may access information about his account at any time, request modification thereof or request to be deleted from the Company's database.

#### 15. PRIVACY

Pursuant to Italian Legislative Decree no. 196 of 06/30/2003 and GDPR 679/16 as amended, the Customer declares to have received the privacy policy, and authorizes from now on all processing as well as communication and distribution of data, including sensitive data, necessary for the conclusion of this contract. Both contracting parties also undertake to provide at their own care and expense for any fulfillment required by the aforementioned regulations for third parties within their competence that, during the contractual relationship in question should be necessary for the execution of this contract.

#### 16. COURT OF JURISDICTION AND APPLICABLE LAW

These general terms and conditions of sale, as well as each and every contractual relationship, are fully governed by and must be interpreted and applied in accordance with Italian law.

In case of legal disputes related to both the implementation of a job and these general terms and conditions of sale, the Court of Reggio Emilia will be the only competent court.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that he/she has thoroughly examined and specifically approves the content of the following clauses, referred to in the general terms and conditions of sale:

- Art. no. 4: Orders;
- Art. no. 5: Prices;
- Art. no. 6: Payment Methods;
- Art. no. 8: Shipping and delivery time;
- Art. no. 9: Complaints;
- Art. no. 10: Force Majeure;
- Art. no. 11: Compliance;
- Art. no. 12: Criminal Clauses;
- Art. no. 13: Computer Files: Technical Limits;
- Art. no. 16: Court of Jurisdiction;