

A. General Terms and Conditions

B. Special Terms and Conditions for software and products with digital elements or other digital content

C. Special terms and conditions for Basler MED-cameras

A. General Terms and Conditions

§ 1 Scope

1. These Terms and Conditions shall apply to all deliveries, installations, repairs, consulting and other services made or rendered by Basler Italia S.r.l. (hereinafter: "**Basler**"). These Terms and Conditions, as amended from time to time, shall also apply to any subsequent transactions even if these Terms and Conditions are not again included therein by express reference.
2. Unless expressly accepted and agreed to by Basler, no terms and conditions of delivery and payment or other general terms and conditions of the customer shall apply.
3. These Basler General Terms and Conditions shall not apply to any contracts entered into between Basler and consumers.
4. Basler products are manufactured for the distribution to business customers only and shall not be sold to consumers.
5. The products are not exclusively designed, manufactured or designated for sale as parts, components or structural components for the planning, servicing or direct operation of automotive, aeronautical, nuclear and medical equipment or mass transport means. The customer will bear the sole responsibility where products acquired by the customer from Basler are used for these purposes. The customer will inform its own customers of this upon resale of the products.
6. Individual agreements concluded on the exceptional basis with the customer (including ancillary agreements, addenda and amendments) will take precedence over the present General Terms and Conditions. A written contract or written confirmation by Basler will be authoritative for the subject matter and validity of such individual agreement.
7. Legally relevant declarations and notifications by the customer with regard to the contract, such as setting a deadline, notification of defects, withdrawal, etc. must be made in writing (including fax, e-mail or EDI). Legal formal requirements remain unaffected.

§ 2 Conclusion and amendment of contracts

1. Any quotations made by Basler shall be subject to change at any time and in all respects upon simple communication by Basler to customer. Orders shall not become binding upon Basler unless Basler has confirmed the same either in writing.
2. The contract shall be deemed concluded once Basler has confirmed the order in writing (i.e. e-mail) or upon execution of the delivery. Any modifications or amendments of as well as any additions to the contract shall be valid only if made in writing between Basler and the customer. Basler's employees and agents shall in particular not be authorized to make any oral side agreements, grant any oral commitments or make any oral agreements regarding the amendment or modification of the contract. Any such side agreements, commitments or other agreements

as aforesaid shall be binding upon Basler only after amendment by Basler of the order confirmation issued in writing.

3. The written form can be replaced with legal effect by both parties by the qualified electronic signature or by the advanced signature (as defined by the eIDAS Regulation).

§ 3 Payments

1. Unless agreed otherwise, any claims owed to Basler under invoices issued by Basler shall be due and payable without deduction immediately after receipt of the respective invoice and delivery or acceptance of the goods within 30 (thirty) days.
2. Basler shall be entitled to first credit incoming payments to older debts owed by the customer. In case any costs and interest have accrued already, Basler shall be entitled to first credit any payments to costs, then to any interest accrued, and finally to the principal debt.
3. As soon as the period specified in § 3.1, expires the customer is in default. The date of receipt by Basler shall be considered the date of payment.
4. In the event of a default in payment, Basler shall charge default interest at the statutory rate as well as a statutory lump sum for default in the amount of € 40,00.
5. Basler reserves its right to exercise any further claims available to it, including in particular but not being limited to any damages incurred as a result of the delay in excess thereof. The statutory lump sum shall in this case be set off against those further claims for damages insofar as they include legal fees, otherwise it shall stand in addition to the damages caused by default.
6. Where payment in installments or a credit period has been agreed, the full residual debt shall become immediately due and payable or Basler may rescind the partial payment agreement after expiry of a previously set period if:
 - a) the customer is in default with the payment of one installment and such installment accounts to at least 5 % of the cash price;
 - b) the customer is in default with the payment of two consecutive installments;
 - c) the customer finally ceases to make payments; or
 - d) Basler acquires knowledge of any other circumstances casting doubt on the customer's creditworthiness (e.g. the filing of a petition in insolvency or the institution of insolvency proceedings against the customer's assets).
7. The customer is only entitled to rights of offset or retention to the extent that its counterclaim has been determined final and binding or is undisputed or is based on the same contractual relationship.
8. Payments shall be made in cash or by bank transfer. Basler shall be under no obligation to accept any bills of exchange or checks. If Basler admits to the giving thereof, the same will be accepted as payment only subject to available discounting opportunities and against reimbursement of all expenses, which shall be borne by the customer. Basler shall also not be obliged to timely present bills of exchange or checks and to lodge protests.
9. If the customer defaults in payment, then notwithstanding Basler's other rights under these Terms and Conditions Basler may at its option notify the customer in writing, setting a reasonable period of grace, in any case not less than 15 days, for performance or supplementary performance. After said period of grace has expired to no avail, Basler shall be entitled to terminate the purchase contract with immediate effect pursuant to article 1456 of the Italian Civil Code by written notice and to claim damages in lieu of performance. If the customer defaults in payment, Basler shall be entitled to make deliveries only after prepayment by the customer.

§ 4 Liability

1. Basler shall be considered liable *vis a vis* the customer only in the following cases:
 - (1) willful misconduct and gross negligence of Basler, its legal representatives, its agents and employees;
 - (2) death, bodily injury, health impairment has occurred;
 - (3) fraudulent concealment of defects from Basler;
 - (4) material defects pursuant to § 5 of the Terms and Conditions;
 - (5) where the product liability law expressly provides for liability for damage to property or persons; and
 - (6) for a breach of material contractual obligations pursuant to article 1455 of the Italian Civil Code.
2. To the extent the damage is covered by an insurance policy (other than a stated benefit insurance) taken out by the customer for the respective insured event, Basler's liability shall be limited to any related disadvantages incurred by the customer such as, e.g., higher insurance premiums or interest disadvantages incurred up to the time of settlement of the claim by the insurer. The preceding limitations shall not apply in the event of death, bodily injury or health impairment.
3. The liability for delayed delivery is governed finally and conclusively in § 9 of these Terms and Conditions.
4. Any other claims of the customer not provided for above shall be excluded.

§ 5 Limitation

1. For material defects which make the product unsuitable for the intended use and which were not detectable by the customer at the time of the delivery of the product, the customer's right to claim subsequent performance as well as its rights for reduction of the purchase price or termination, and damages and expenses shall become time-barred one year after delivery for Basler cameras and one year for accessories or, in case of a contract for services, after acceptance of the goods according and in accordance with the term set forth in article 1495 of the Italian Civil Code.

§ 6 Scope of supply and services

The customer shall acquire the systems or components as specified in more detail in the order confirmation and, to the extent included in the scope of delivery, the operating software and documentation.

§ 7 Pricing and price adjustments

1. Unless agreed otherwise, the prices quoted by Basler shall be net of any auxiliary costs such as freight, customs and packaging, exclusive of any discount or other rebates or deductions, and plus the statutory value added tax (on the purchase price) applicable on the date of delivery. The confirmed prices are valid only for the purchase of the confirmed quantity.
2. Basler is entitled to deviate from the technical data and services specified in the order confirmation as follows.
3. Basler will not increase prices during the first 4 months after the conclusion of the contract (except in cases of unforeseeable excessive onerous for the period thereafter Basler reserves the right to make a reasonable price change under the following circumstances. If the period between the date of conclusion of the contract and the date scheduled for delivery in whole or in part exceeds four months and if the cost of the goods to be delivered increases by more than 5 % after the date of conclusion of the contract particularly due to price increases at Basler's suppliers, then Basler shall be entitled to rea-

sonably (i.e. based on the degree of increase in cost) increase the price for such parts of the overall delivery which are scheduled for delivery more than four months after the date of contract conclusion. If the price increase so claimed by Basler amounts to more than 5 % of the price of the overall delivery, the customer shall within two weeks following the receipt of Basler's notice to that effect be entitled to withdraw from the contract by written notice to Basler.

4. In cases of unforeseeable excessive supervening onerosity for which Basler is not responsible, Basler shall also be entitled to demand an adjustment in accordance with the additional costs, provided, that this is reasonable for the Customer. Unforeseeable excessive supervening onerosity shall be deemed those cases where costs on which the contract is based have changed significantly. In any case, a substantial change in those costs shall be deemed to have occurred if the market price of the procurement goods has increased by 15% between the conclusion of the respective purchase contract and the scheduled delivery date. If a price adjustment within this scope is unreasonable for the Customer, the Customer shall be entitled to withdraw from the contract by notifying Basler in writing within two weeks after receipt of the notification of the price change.

§ 8 Shipment; transfer of risks

1. Unless otherwise agreed to in writing, Basler's delivery shall be made FCA Ahrensburg (Incoterms 2020). Packaging and shipment are performed at Basler's choice and shall be paid for by the customer.
2. The risks of loss and/or deterioration shall pass to the customer upon hand-over of the goods to the carrier, forwarding agent or other transporting person, including Basler's own resources. The same shall apply for free delivery, provided that in such case Basler shall assume liability for direct loss or damage in transit limited to the respective gross value of the goods, should such loss or damage have been caused by Basler's own transporting persons.
3. In the event the shipment is delayed for a cause not attributable to Basler, the risks of loss and/or deterioration shall pass to the customer upon receipt of the notice of readiness for shipment.
4. The customer shall promptly, but not later than 3 days after receipt of the goods, notify Basler in writing of any damages in transit, if any, even in cases where Basler is not responsible for the transport.

§ 9 Delivery; hindrance of delivery, delay in delivery; express termination

1. Delivery dates and deadlines shall be agreed on individually and shall be specified in the order confirmation or the respective contractual document.
2. Adherence to the agreed periods and dates of delivery is subject to the timely performance of customer's contractual obligations.
3. Partial performance of delivery will not be considered default of Basler according to these Terms and Conditions and therefore customer will not be entitled to refuse full performance of its obligations.
4. All performance obligations of Basler are furthermore subject to timely and correct self-delivery. In case of untimely or non-proper self-delivery through no fault of its own and in the event of other objective hindrances for which Basler is not responsible, it shall be entitled to postpone delivery or performance for the duration of the delay caused thereby in addition to § 9.8. and, in the event of hindrance that make performance impossible, to withdraw from the contract, in which case the consideration already paid by the customer shall be refunded without delay. In the event of such delay

- or hindrance, Basler will inform the Customer thereof without undue delay.
5. The period for delivery shall commence after clarification of all details regarding the execution of the order and after receipt of all documents and other information required for such execution and to be provided by the customer, as well as after receipt of any agreed downpayment, if any. The period for delivery shall be deemed adhered to also if the goods are leaving the plant or designated point of dispatch, as the case may be, or if the customer has been notified of the readiness for delivery but the goods could not be shipped in time for any other reason than a fault of Basler. The foregoing shall apply accordingly with respect to delivery dates.
 6. If delivery by Basler is delayed, the customer shall notify Basler, setting a reasonable period of grace of not less than 14 days. The customer must send a written reminder when default of delivery begins.
 7. After expiry of the period of grace so notified to Basler by the customer upon a delay in delivery, the customer shall be entitled to withdraw from the contract provided the customer has notified Basler of its rejection of performance upon setting said period of grace. Customer's right to withdraw shall not apply if upon the expiry of the period of grace the goods have been dispatched or are ready for shipment and Basler has notified the customer to that effect.
 8. The agreed periods and dates of delivery shall be extended by the duration of any, at time of contract conclusion, unforeseeable force majeure event, that can't be prevented by Basler even with the utmost care such as war, threat of war, riots, use of force by third parties against persons or property (including cyber-attacks), interventions by public authorities including without limitation any monetary or trade actions (e.g. economic sanctions), pandemics, labor disputes at Basler or its suppliers or carriers, interruption of designated transport links, fire, shortage of raw materials (e.g. semiconductors and other electronic components), energy shortfalls, or other disruptions of Basler's or Basler's suppliers' operations. The foregoing shall also apply in cases where delivery by Basler is already delayed or if the impediment to performance already existed prior to the conclusion of contract but was unknown to Basler at that time. Basler will promptly notify the customer of the existence of any such impediments as stated above.
 9. If any delay in delivery attributable to any one or more of the events stated in § 9. 4 and 8. above shall continue for a period longer than four months, either party shall be entitled to withdraw from the contract. Such right of withdrawal shall exist notwithstanding the aforementioned period if performance of the contract has become unreasonable for one of the parties in consideration of the delay so occurred.
 10. If the customer does not have a statutory or contractual right of withdrawal and Basler nevertheless has accepted a return of the goods in writing, then Basler will charge a handling fee in the amount of 10% of the gross value of the goods.
 11. Basler shall be entitled to terminate any contract already concluded pursuant to article 1467 of the Italian Civil Code if the procurement of goods has become significantly complicated and unreasonable since the time of conclusion of the contract due to disasters, acts of war or other extraordinary or unpredictable events beyond Basler's responsibility. Such extraordinary or unpredictable events shall be deemed to exist in any circumstances where the market price of the goods to be procured has increased by 25 % during the period between the date of conclusions of the respective contract of purchase and sale and the scheduled date of delivery.
 12. If the customer defaults in the payment of an invoice for more than two weeks, a petition in insolvency has been filed

against customer's assets, the customer has initiated an individual voluntary arrangement with its creditors or ceased to make payments when due, or if Basler acquires knowledge of any other circumstances materially deteriorating the customer's creditworthiness and jeopardizing the payment of the claim owed to Basler, then Basler shall be entitled to request security by prepayment of bank guarantee (at customer's option) and to refuse delivery until such security has been provided, setting a period of not less than one week for such provision of security. After the unsuccessful expiry of a reasonable period of grace set by Basler, Basler shall still be entitled to terminate from this and other contracts pursuant to article 1467 of the Italian Civil Code without prejudice to claim any damages in lieu of performance.

13. Except for delay in performance due through no fault of Basler, objective hindrances or force majeure as set forth in § 9.4 and 9.8, in case of delay in performance by Basler, the customer is entitled to receive an amount equal to 0,5 % of the agreed purchase price for each complete week of delay, however, in the aggregate to a maximum of 5 % of the agreed purchase price. For the purpose of this clause it is understood that the amount due by Basler for the delay in performance does not include the default fee (§ 3.4.). If the customer intends to withdraw from the contract and claim damages in lieu of performance, then, after expiry of the periods set forth in § 9.1, the customer must set a reasonable period for delivery by Basler. The damage shall be limited to a maximum of 25 % of the agreed purchase price without prejudice to greater damages in case of willful misconduct or gross negligence of Basler. If Basler accidentally becomes unable to deliver while in default, Basler's liability shall be limited to the limits of liability agreed above. Basler shall have no liability if the loss would have occurred even upon delivery in due time. Basler reserves its right to prove that the damage actually suffered is lower.

§ 10 Acceptance and receipt of delivery

1. The customer shall not unjustifiedly reject acceptance of the delivery and shall be obliged to take delivery within 8 days of the receipt of the notice of readiness for delivery. The unjustified refusal to take delivery by the buyer will give rise to Basler's right to retain the deposit paid, pursuant to article 1385 of the Italian Civil Code.
2. The customer undertakes to accept partial deliveries of reasonable volume which shall not be considered as a partial fulfillment of Basler' obligation under the contract pursuant to article 1176 of the Italian Civil Code.
3. In case of unjustified non-acceptance of the customer, Basler is entitled to receive from the customer an amount equal to 15 % of the purchase price without prejudice of further damages suffered by Basler..

§ 11 Retention of title

1. By way of exception to the provision established in article 1376 of the Italian Civil Code, and notwithstanding the passage of the risk as set forth in § 8, the delivered goods shall remain the property of Basler ("Retained Goods") until the purchase price and all other claims due from the customer to Basler under the current business relationship have been paid in full.
2. The provision under § 11.1 shall apply also to Retained Goods delivered by Basler and further processed by the customer, including Retained Goods combined, blended, or processed together with the customer's own products or with any third party retained goods. At the request of Basler the customer shall execute all the documents, contracts, deeds necessary to make the retention of title in favor of Basler enforceable against any creditor of the customers.
3. If the Retained Goods are being combined, blended, or processed together with the customer's own products or

with any third party retained goods, then Basler shall acquire a co-ownership in the new item or, as the case may be, in the blended stock in the proportion that the value of the processed Retained Goods bears to the aggregate of the values of the other products at the time of such combination, blending or processing. Basler does not claim any interest in the value enhancement created from said combination, blending or processing.

In the event Basler's Retained Goods are combined with other items and Basler's title in the Retained Goods thereby ceases to exist (article 939 of the Italian Civil Code), it is agreed hereby that the purchaser's title to the combined item shall pass to Basler in the amount of the Retained Goods' value and that the customer shall keep such Retained Goods in custody on behalf of Basler at no cost.

The items resulting from any such processing or combination shall constitute Retained Goods pursuant to the meaning of that term herein.

4. The goods to which Basler has retained title or co-ownership hereunder shall serve as security for any claims due to Basler in the same way as the Retained Goods originally delivered by Basler. Basler shall be entitled to revoke the authorization granted to customer for the combination, blending or processing of Retained Goods if the customer gets into default in payment towards Basler.

5. The customer hereby assigns to Basler its receivables from the resale of the Retained Goods and any goods owned by Basler together with all auxiliary rights related thereto as a security for all claims owed to Basler by the customer at the time of the resale.

In the event of a resale of goods co-owned by Basler, however, only such part of the receivable corresponding to the value of Basler's co-ownership interest shall be deemed so assigned.

The customer shall be authorized to assign its receivable from the resale under a real factoring arrangement, provided such assignment has been notified to Basler in advance and the factoring proceeds are sufficient to cover at least the value of the Retained Goods, the goods owned or co-owned by Basler, the sale of which has given rise to the respective receivable. The customer hereby assigns to Basler its receivables and other claims due to it from the factor under the sale of the receivables assigned to Basler by security; such assigned receivables and other claims shall sever as security for Basler's open claims in the same way as the original receivables.

Basler hereby accepts all of the aforementioned assignments.

If the value of the receivables assigned to Basler as security exceeds Basler's claims due from the customer by more than 10 %, Basler shall be obliged upon the customer's request to release any excess security.

The customer shall be authorized to collect the receivables assigned on behalf of Basler, provided that such authorization shall cease to exist in the event that the customer defaults in its payment to Basler, in which case Basler shall be authorized in the name of the customer to notify customer's purchasers of the assignment. The customer shall be obliged to provide Basler with the information necessary to enforce its rights against customer's purchasers, including in particular but not being limited to indicating the names of such purchasers, and to furnish Basler with the required instruments and documents as well as to make available to Basler upon Basler's request written (open) deeds of assignment in each individual case. Upon customer's request, Basler shall by written notice to the customer select those receivables required as security for its net claim from the receivables assigned to it. Upon receipt of such notice by the customer, any existing assignments in excess of those selected shall be waived retroactively.

6. The customer shall be authorized to resell the Retained Goods as well as the goods owned or co-owned by Basler only in the course of customer's ordinary business and only subject to the provision that the purchase price receivable from the resale shall vest in Basler. Said authorization shall cease to exist in the event that the customer defaults in its payment to Basler. The customer shall not be permitted to dispose of the Retained Goods and the goods owned by Basler in any other way than set forth above and shall in particular not pledge or assign the same by way of collateral.

7. The customer shall be obliged to sufficiently insure Basler's Retained Goods as well as the goods owned or co-owned by Basler against loss and damage due to fire, theft, water and similar perils and upon Basler's request to furnish Basler with proof of the valid existence of such insurance cover. The customer hereby assigns to Basler its claims for indemnity against insurance companies or other persons liable for compensation in whole or, where applicable, on a *pro-rata* basis.

8. Any impairment or attachment of the Retained Goods and the goods owned or co-owned by Basler as well as any seizure thereof by third parties must be promptly notified to Basler.

9. If the authorization for resale ceases to exist, the customer shall be obliged upon Basler's request to furnish Basler with information regarding the inventory of Retained Goods and the inventory of goods owned or co-owned by Basler and to surrender the Retained Goods upon Basler's request. To enforce its claim for surrender, Basler shall also be entitled after prior notice and appointment of a deadline to enter the customer's premises and remove the Retained Goods. Furthermore Basler shall have the right to dispose of the surrendered Retained Goods in settlement of its claims as soon as either Basler has withdrawn from the contract or the conditions for claiming damages in lieu of performance have been met.

10. The enforcement of the retention of title, in particular by repossession or attachment or disposal of the goods shall not constitute a withdrawal from the contract unless Basler has given express written notice to that effect.

11. Upon customer's request, Basler shall be obliged to waive its retention of title if the customer has fulfilled all claims related to the purchased goods and if reasonable security exists with regard to all other claims under the ongoing business relationship. If the realization of the securities exceeds the secured claims by more than 10 percent, Basler shall - if so requested by the customer- release securities at its own choice.

§ 12 Acceptance

Where the work provided by Basler is a contract for services, the customer must accept the work within four weeks. After lapse of this deadline the contract service will be regarded as having been accepted.

§ 13 Claims based on defects in hardware

Material defects

1. In the event of material defects (including incorrect and short delivery as well as improper assembly/installation or defective instructions which make the product unsuitable for the intended use) the statutory provisions shall apply to the customer's rights, unless otherwise stipulated below. The special statutory provisions on the reimbursement of expenses in the case of final delivery of newly manufactured goods to consumers shall remain unaffected, unless equivalent compensation has been agreed on.
2. The basis for Basler's liability for defects is exclusively the agreement made regarding the condition and the intended use of the goods (including accessory parts and

- instructions). In case of customized products for customer a defect cannot be based on the fact, that the product does not meet objective requirements (such as the usual condition).
3. The customer shall inspect the delivered goods immediately upon receipt for defects and in particular for the aforementioned condition and shall promptly but not later than 10 working days after delivery notify Basler in writing of any identifiable defects together with a detailed description thereof. Defects not immediately identifiable in the course of a proper inspection or defects appearing subsequently shall be notified by the customer in writing to Basler not later than 8 working days after discovery together with a detailed description thereof pursuant to article 1495 of the Italian Civil Code. In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing.
 4. If the Buyer fails to duly inspect the goods and/or to give notice of the defect, liability for the defect not notified or not notified in due time or not notified in due form shall be excluded. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the customer shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs").
 5. All product descriptions and manufacturer's specifications which are the subject matter of the individual contract or which were publicly announced to Basler (in particular on the Basler homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on condition in this sense. Only insofar as the condition has not been agreed shall it be assessed in accordance with the statutory provisions whether or not there is a material defect.
 6. All those parts proving to be defective as a result of circumstances having occurred prior to the transfer of risks shall at Basler's option be either repaired or replaced free from defects without charge. Any such defects must be promptly notified in writing to Basler upon detection. Any parts replaced shall become the property of Basler.
 7. The customer shall after communication with Basler grant Basler the time and opportunity required to perform all repairs and replacement deliveries deemed necessary by Basler, in particular the rejected goods must be handed over to Basler for inspection purposes; if customer fails to do so, Basler shall be released from its liability for any consequences resulting from such failure.
 8. If the complaint proves justified, Basler shall bear the cost of the replacement part including transport out of the direct costs incurred by the repair or replacement delivery. In addition, Basler shall bear the costs of demounting and mounting as well as the costs of providing the necessary technicians and support staff including travel costs, provided that such additional costs do not constitute an unreasonable charge on Basler.
 9. The customer shall have a right to terminate the contract under pursuant to article 1456 of the Italian Civil Code if Basler - taking into account any exceptional circumstances provided for by law - fails to perform the repair or replacement delivery for a material defect within a reasonable period set by the customer. In case of a non-material defect, the customer shall only have a right to reduce the contractually agreed price.
 10. Basler in particular does not assume any liability in any of the following circumstances: unsuitable or improper use, inaccurate assembly or commissioning by the customer or third parties; wear and tear; incorrect or negligent handling; improper maintenance; unsuitable equipment; defective construction works; unsuitable building lot; chemi-

cal, electrochemical, or electrical influences to the extent Basler is not accountable for such circumstances.

11. If a defect is repaired improperly by the customer or a third party, then Basler shall have no liability for any consequences resulting from such improper repair. The foregoing shall also apply to any modifications of the delivered goods performed without the prior consent of Basler.
12. In all other respects, Basler does not assume any warranty as to quality, durability or otherwise and does not assume any procurement risk unless Basler has expressly assumed any such warranty or risk so specified in writing.

Defects in title

13. In the event the use of the delivered goods results in an infringement of any industrial property rights or copyrights in [Italy], Basler shall at Basler's expense generally provide the customer with the right to further use of the delivered goods concerned or modify the delivered goods in a manner reasonable to the customer, so that the infringement ceases to exist.
Should Basler be unable to do so in an economically reasonable way or within a reasonable period of time, then the customer shall be entitled to withdraw from the contract pursuant to article 1456 of the Italian Civil Code.
14. Basler shall be obliged as aforesaid only if:
 - The customer promptly informs Basler of any asserted claims for the infringement of industrial property rights or copyrights;
 - The customer assists Basler to the extent reasonable in the defense of such claims or, as the case may be, allows Basler to perform the above stated modifications;
 - Basler is reserved the right to perform all defensive measures including any extrajudicial settlements;
 - The defect in title does not result from an instruction given by the customer; and
 - The infringement has not been caused by any unauthorized modification or noncontractual use of the delivered goods by the customer.

§ 14 Repair agreements - scope of service

Beyond its warranty obligations, Basler shall render repair services against payment on the basis of a separate order confirmation. If a repair cannot be performed on site, the transport of the item to be repaired to and from Basler's manufacturing plant shall be carried out at customer's expense and risk.

§ 15 Data privacy

1. Basler takes data protection very seriously. In order to fulfil the contractual obligations, the use of company-related and occasionally personal data (such as names, job titles, business addresses, business telephone and fax numbers as well as e-mail addresses) is or will become necessary. Basler points out that all data of the customer and the persons working for the customer are collected, processed and stored in accordance with the applicable data protection regulations - and this exclusively for the purpose of the respective contract. With the conclusion of the contract, if necessary, with the pre-contractual measures required for this, Basler considers the explicit approval of the customer and the persons acting on his behalf for the collection, processing and storage of the data as given. Personal data of those persons working for the customer are collected, processed and stored in this context on the basis of article 6 paragraph 1 let. a) GDPR and / or due to the requirement for the execution of the contract on the basis of article 6 paragraph 1 let. f) GDPR.
2. Upon request, Basler shall provide the customer and the persons acting on his behalf with information on the data stored in this context within the scope of the law.

3. Basler further points out that the Customer and the persons acting on its behalf have the right, under the statutory conditions, to demand the correction, deletion, restriction of processing or transmission of the respective personal data.
4. The customer and the persons acting on his behalf shall have the right to lodge a complaint with the competent supervisory authority.

For further detailed information, please refer to the Basler data protection declaration, which can be accessed via the following link:

[\[https://www.baslerweb.com/en/service/disclaimer-of-liability-privacy-statement/#\]](https://www.baslerweb.com/en/service/disclaimer-of-liability-privacy-statement/#)

§ 16 Severability

Should any of the individual provisions of the contract or these Terms and Conditions be or become invalid or unenforceable, or should a gap in this agreement be discovered, then the validity and enforceability of the remaining provisions thereof or hereof, as the case may be, shall not be affected thereby. Such invalid or unenforceable provision shall be replaced or, as the case may be, such gap shall be filled by a legally valid and enforceable provision accommodating or coming as close as possible to the intent of the parties as apparent from this agreement as well as to the economic intent and purpose of the invalid or unenforceable provision and the overall agreement. The same shall also apply where the invalidity or unenforceability of a provision is based on the determination of performance or time; in such cases a legally permissible measure of performance or time shall be agreed which comes as close as possible to the intent of the parties.

§ 17 Applicable law; place of performance; jurisdiction

1. The entire legal relationship between Basler and the customer shall be exclusively governed by and construed under Italian law to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG)
 2. The conflict of law provisions shall not apply.
- All disputes between Basler and the customer shall be subject to the jurisdiction of the Court of Milan.

B. Special Terms and Conditions for software and products with digital elements or other digital content

For Basler software products or products with digital elements or other digital content, the following terms and conditions shall apply in addition.

§ 1 warranty

1. Basler warrants that licensed software products meet the functions and features set out in the "Software Product Description" by the manufacturer as valid for the respective software products at the time of issue of the license. The technical data, specifications and performance descriptions in the "Software Product Description" do not constitute guarantees unless expressly defined as such. Should specific functions or features of the "Software Product Description" not be met, Basler may opt either for rectification, where applicable in the form of delivery of a new version or to take back the software with reimbursement of any license fees already paid.
2. There is no warranty claim for software copies not supplied by Basler or not in compliance with the license regulations. The same will apply to software operated on a computer system not having the minimum hardware con-

figuration and software installations in accordance with the "Software Product Description".

3. Customer will grant Basler the necessary time and opportunity for rectification of the defect in accordance with equitable judgment.
4. There will be no warranty claim where a defect is due to an alteration, the improper use or repair of the product by the customer or a third party without the consent of Basler or where the products were not installed, configured, operated and maintained in compliance with the relevant applicable statutory requirements and guidelines.
5. For products not self-manufactured, Basler will have the option of assigning warranty claims against the retailer to the customer and of referring him to the manufacturer with regard to the warranty. In this case Basler will only be liable for defects where the customer took unsuccessful court action against the manufacturer on the basis of the warranty claims assigned to him. Unless otherwise agreed, the warranty period is 24 months as from delivery to the customer; six months for repairs and deliveries of replacement parts as well as for customer services performed after lapse of the original warranty period, but at least for the duration of the original warranty period unless other terms were expressly agreed on.
6. The warranty period for the software produced by Basler is normally 6 months after installation, provided that the installation was carried out by Basler or a partner of Basler, otherwise as from delivery.
7. Claims for reimbursement of expenses by the customer against Basler within the meaning of article 130 or 131 Legislative Decree no. 206/2005 shall expire after 6 months irrespective of this. If the customer asserts such rights of recourse against Basler due to warranty claims of consumers, the customer is obligated to make available to Basler or to provide Basler in writing all information and documents required for fulfillment. This includes, in particular, notification of the time at which the consumer exercised his right against the customer, from how the consumer is entitled to it, the time at which the product was made available and the time of fulfillment by the customer.
8. In case of goods with digital elements or other digital content, Basler shall only owe supply and, if applicable, updating of the digital content insofar as this expressly results from an agreement on condition pursuant to A. § 13. 4. Basler shall not be liable for public statements of the manufacturer and other third parties in this respect.
9. Furthermore, Basler shall owe the supply and any updates of the digital content to the Customer free of charge for the duration of the respective contract in the case of fixed-term contracts, but only for a reasonable period in the case of unlimited contracts.

§ 2. Software rights of use

1. The customer is being granted a non-exclusive, assignable right of use of the software, third party software (software developed and/or supplied by a third party) and corresponding documentation, addenda and other documents on a computer system (all other rights to the software and the documentation including copies and addenda will remain with Basler or the software supplier).
2. The customer can observe, inspect or test the functioning of the software for determining the ideas and principles underlying the software if this is done through acts for uploading, displaying, running, transferring or storing the software to which he is contractually authorized; [sec. 1] will apply accordingly.
3. The customer may otherwise not wholly or partially reproduce, process, translate, decompile or convert the software from the object code to the source code without the written consent of Basler. This will not apply where such acts are indispensable for procuring the necessary information for the creation of the interoperability of an inde-

pendently created computer program with other programs and where this information is not easily accessible to the customer. These acts must be limited to parts of the original program necessary for creation of interoperability; the information gained from them may not be used for any other purpose and may not be disclosed to third parties (article 64-*quarter* of Law no.633/1941, *i.e.*, the Copyright Law).

4. The customer must ensure that the software and documentation are not accessible to third parties without the prior written consent of Basler. Copies may only be made for filing purposes, data back-up and defect detection; sec. 1 and 2 will apply accordingly. The provision of source programs will require a separate written agreement. Where the originals contain a copyright notice this notice must also be affixed to the copies by the customer.
5. Unless otherwise agreed the right of use will apply with an order confirmation and delivery of the software, documentation and subsequent addenda in every case.
6. The customer will inform Basler immediately and in writing should he become aware of the infringement of any intellectual property or copyrights by a product supplied by Basler. Basler exclusively will have the right to defend the customer against claims by the owners of such rights or to opt for a workaround which does not infringe on third party rights or to take back the product and to refund the purchase price minus any amount for use conceded. The customer will defend and indemnify Basler against all claims by the owners of such rights incurred against Basler by adherence to the customer's instructions by Basler or alteration of the product or integration thereof into a system by the customer.
7. Software and corresponding documentation provided by Basler are only for the final user's own use within the framework of a single, non-assignable license. Where originals bear a copyright notice, this copyright notice is to be affixed to any copies by the customer.

§ 3 Software licenses

1. The customer may only use software products he orders from Basler as well as the documentation on the basis of a software license issued by Basler or its manufacturers.
2. A software licensing agreement is formed where Basler accepts the customer's request for a software license in writing and this is confirmed in writing by its manufacturer. The software license is non-exclusive, may only be assigned with the express prior consent of Basler and does not entitle to sub-licensing. The licensed software may only be operated on the central unit or system configuration whose serial number is specified in a license certificate issued by Basler or third party manufacturers or upon application by the customer for issue of a license or in a license registration form filled out by the customer ("Licensed Unit"). Where the serial number is not documented in the intended way in the individual case the central unit or system configuration will be regarded as a "Licensed Unit" on which licensed software was initially operated. The software may only be copied, reproduced or transmitted to another system via a computer network to the extent that this is necessary for the operation of the Licensed Unit and for archiving and backup purposes. Where due to a defect of the equipment it is impossible to operate the software on the Licensed Unit the customer may temporarily run the software on another central unit or system configuration. Where the data carrier provided to the customer contains software which does not cover the license issued to the customer for technical reasons it may only be used on the basis of a special license.
3. The software may contain technical precautions preventing access to such non-licensed software. The customer may only use the licensed software for operation on the Licensed Unit and only alter it in machine-readable form or

combine it with other software. The licensed software will still be subject to the terms of Basler or third party manufacturers as part of the adaption. The customer will affix a copyright notice by the author on all complete or partial copies, adaptations or transmissions of the software that is equivalent to that on the original version of the licensed software.

4. The customer is obligated to fill out and return the software license registration certificates provided to him to Basler within thirty (30) days. Furthermore, he must keep records containing the licensed software including the respective version, serial number of the licensed unit, the location of the licensed software and the number of copies made. Upon request the customer must present these copies to Basler.
5. The software license will entitle exclusively to use of the respective licensed version.

§ 4 Duty to cooperate / claims of third parties

Basler Products are only intended for resale to businesses. If the customer resells Basler Products (and products with digital elements) to consumers and these consumers assert claims against the customer, Basler shall only be liable to the customer under the statutory conditions if the customer fulfils its obligations to cooperate.

C. Special terms and conditions for Basler MED-cameras

For Basler MED-cameras the following supplementary conditions shall apply.

§ 1 Intended Use

At its headquarter in [Ahrensburg, Germany] Basler AG maintains a development, production, sales, and service department for digital cameras, established with a quality management system certified in accordance with the ISO 13485:2016 standard. Basler is not a manufacturer of medical products and does not place medical products on the market, but produces high-quality camera systems according to its own specifications. The cameras, produced, distributed and serviced by Basler in accordance with ISO 13485:2016 ("MED-cameras"), are intended for the use as a computer vision component, i.e., for the purpose of capturing images or videos and measuring data. The use of the MED-cameras that would require direct physical contact with or the use in a person's body is excluded. In addition, the provisions for the correct use of the MED-cameras, which are enclosed with each product, as well as the data sheets and corresponding operating instructions must be observed.

§ 2 Customer audits

1. The customer and the notified body may carry out audits to verify compliance with the standards of the quality assurance measures carried out by Basler. Audits can be carried out as a system, process or product audit and must be announced in good time with a lead-time of at least five (5) working days.
2. The customer must notify Basler in writing of the results of these audits. If corrective actions are required from the customer's point of view, Basler and the customer will agree on appropriate corrective action measures.
3. The customer must notify Basler immediately in case Basler is classified as a "critical supplier" in accordance with ISO 13485:2016.

§ 3 Traceability and labelling

1. For possible complaints and required investigations, a suitable tracking system has been installed, which enables traceability and limitation to a limited delivery period.
2. The products are clearly labelled by:
 - model designation,
 - revision status,
 - serial number.

Using this marking, in connection with the installed traceability system, a fault can be limited to the corresponding production period and the respective delivery date in the event of a complaint about individual deliveries.

§ 4 Software

The software development kit (SDK) offered by Basler for camera control, called pylon, is developed according to the ISO 9001:2015 standard and is distributed as Software of Unknown Provenance ("SOUP"). The validation of the software, e.g. regarding the overall system context, is the responsibility of the customer.

§ 5 Product Change Management

Changes to product specifications or the manufacturing process in the product lifecycle cannot be avoided due to material availability beyond Basler's control or mandatory changes for technical reasons. Basler will involve the customer with a reasonable lead-time in the product change management process according to the matrix available on the Basler website: Decision Matrix Product Changes for MED-cameras [(<https://www.baslerweb.com/en/service/terms-and-conditions/>)]

1. Notifications of changes (product change notifications or PCN) are announced via newsletter. The customer can subscribe to the newsletter on the Basler website [(<https://www.baslerweb.com/en/sales-support/after-sales-services/change-notification/pcn-registration/>)] It is the customer's responsibility to ensure the reception of the messages.
2. In case of a product discontinuation, the provisions on the Basler website shall apply [(<https://www.baslerweb.com/en/support/after-sales-services/discontinued-products/>)] Deviating from this, the customer will be notified with a lead-time of 12 months.

§ 6 Handling of Documentations

The following applies to the handling of documentations:

1. Basler maintains a documentation system in which all recorded test and production data is documented at every stage of production. The data is kept for at least 10 years from the date of creation.
2. Upon request, Basler shall grant the customer access to the documentation to the extent necessary.

The following documents (and others) can be provided on request:

- user documentation, 3D drawings, product descriptions (except software source code),
- documents regarding validation and verification,
- product change notifications,
- documentations regarding changes to production tools,
- process documentation and changes to these processes.