Texas Industrial Optics Inc. - Opto Engineering USA
11321 Richmond Ave, Suite M-105
TX 77082 Houston
– USA
phone (832) 212-9391
fax (832) 217-3143

email: order.us@opto-e.com
web: www.opto-engineering.com
VAT 26-3527683
Tax Code

Evaluation order confirmation:	19066, Rev. 1
Date:	2026-11-11
Currency:	USD
Payment terms:	Advance Payment
Delivery terms:	DAP (Delivered at place)
Sales:	Greg Krenek g.krenek@opto-e.com
Ref. PO#:	PO26422230/2026-11-11

To:	Turnpack
Billing Addr.:	6922 E Via Northgate Suite 101 Queen Creek 85212 – USA
VAT:	46-3274315
Tax Code:	
Contact:	Christopher Berger info@turnpack.com
Phone:	+14803311878
Ship to:	Turnpack, LLC Attn: Chris Berger 6922 E Via Northgate, Suite 101 Mesa, AZ85212 USA

Invoices sent to: LCarrillo@TurnPack.com

This order confirmation applies to the DEMO units specified. Please note that the prices quoted represent the commercial value of the DEMO products supplied and do not constitute a quote for the purchase of equivalent new products.

Product	Pieces	Price/ea	Total	Estimated ship date
1. **ITA32-GM-10C**	1	745.80	745.80	2026-11-13
Area scan camera 2064 x 1544 MP, Sony IMX265, CMOS Global shutter, 1/1.8", Mono, 1 GigE, POE, C mount				
2. **TCCX100-G**	1	3,080.25	3,080.25	2026-11-13
Coaxial telecentric lens for 2/3″ sensors, WD 132.3 mm, magnification 1.000x, green, 525 nm				
3. **ITA51-GM-20C-EL**	1	1,453.50	1,453.50	2026-11-13
Area scan camera 2472 x 2064 MP, Sony IMX547, CMOS Global shutter, 1/1.8", Mono, 1 GigE, POE, C mount, with integrated liquid lens controller				
4. **TCLWD100-110-3M**	1	1,770.45	1,770.45	2026-11-13
Telecentric lens for 1.1″ sensors, working distance 110 mm, magnification 1.000x				
5. **RT-MP-1F-65**	1	2,101.80	2,101.80	2026-11-13
1.000 x telecentric lens with built-in coaxial port for detectors up to 1″				
6. **RT-LVW-00614**	1	598.50	598.50	2026-11-13
Light source for Optart telecentric lenses with built-in coaxial illumination, white, > 4000 K				

Please note:

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7. **RT-FDDU-90X90-1-X-24V**	1	905.00	905.00	2026-11-13
LED front light, 3 rows, 78x104 mm, red, 24V, 3m extension cable M12F to flying leads				

Transport costs will be charged on the invoice as agreed with the customer

The customer shall not, directly or indirectly (using any agent or third party), attempt to decompile, disassemble or reverse engineer any marked product with an Opto Engineering trademark. This commitment will extend to any component manufactured, supplied, sold or, in any other way, distributed by Opto Engineering S.p.A. and its affiliated companies, or by its distributors or any third party. The customer also acknowledges that the products contain valuable Opto Engineering trade secret information and other Opto Engineering proprietary information. The Customer agrees not to proceed directly, or through agents or any third party, with any improvement, modification, adjustment, prototype, variation or other development regarding the products or any portion thereof; the customer will not register any Intellectual Property right on the products or any portion thereof, as well on any system or application, that may include or be based on the products or any portion thereof, that may in any way obstruct a distribution and sale of the products. Any breach or default will be persecuted by law. It is expressly understood, that in case the Customer proceeds with the order, the disclaimer and all the general sales conditions are to be considered accepted.

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General Terms and Conditions of Supply

These General Terms and Conditions of Supply regulate the contractual relationship between the Supplier and the Customer

1. Definitions

Supplier: Texas Industrial Optics, Inc., a company incorporated under the Texas law and with its registered office at 11261 Richmond Ave, Suite M-105, Houston, TX 77082, USA.

Customer: any individual or legal entity ordering or purchasing Products from the Supplier.

Product, Products: any good or service proposed or supplied to the Customer by the Supplier.

Courses: Events and/or other forms to transmit the information about the main concepts of machine vision and specific studies of the Products and applications.

Quotation: the commercial non-binding proposal made by the Supplier for the supply of the Products and/or Courses, which, under no circumstances, shall be considered an offer to sell the Products and/or Courses.

Order: the Customer's written document requesting the Supplier to supply the Products and/or Courses.

Order Confirmation: written document whereby the Supplier takes the obligation to supply specific Products and/or Courses in specific quantity to the Customer at specific price, shipment, and payment conditions.

Order Confirmation Refusal: written document whereby the Customer declares to refuse the supply of the Products and/or Courses at the conditions set forth by the Order Confirmation.

General Conditions: these General Terms and Conditions of Supply.

Contract: the entire agreement between the Supplier and the Customer which comprises these General Conditions and the Order Confirmation. The Contract supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any exceptions to the General Conditions shall be expressly provided for in the Order Confirmation. Should there be an inconsistency and/or contradiction between the Order Confirmation and the provisions of the General Conditions, the provisions of the Order Confirmation shall prevail

Days: business days, i.e., from Monday to Friday.

Price: the purchase price of the Products and/or Courses, as determined in the Order Confirmation.

2. Execution of the Contract

2.1 The Supplier shall send its Quotation to the Customer, which includes the General Conditions.

2.2 Unless anything to the contrary is expressly set out, the Quotation issued by the Supplier is valid for a duration indicated in the Quotation.

2.3 The Customer shall send its Order to the Supplier. By placing an order, Customer makes an offer to purchase the Products and/or Courses. By placing the Order, the Customer accepts these General Conditions.

2.4 Upon reception of the Order, in case of its acceptance by Supplier, the Supplier takes the obligation to supply the Customer by sending the Order Confirmation, which includes the General Conditions, to the Customer. The Contract between the Parties will be considered concluded on the date when the Customer receives the Order Confirmation sent by the Supplier, except as indicated in art. 2.6 of the General Conditions.

2.5 The Orders are not binding for the Supplier until they are confirmed in writing or electronically by Supplier, by issuing an Order Confirmation. The Supplier reserves the right to: a) cancel or reduce the quantities of the Products based on stock availability; b) reject, in whole or in part, an Order placed by the Customer.

2.6 The Customer has in any case the right to refuse the Order Confirmation by sending to the Supplier the Order Confirmation Refusal within two (2) Days after the receipt of the Order Confirmation. In this case, the Order shall be considered canceled. To proceed with the purchase, the Customer shall have to send a new Order.

2.7 Unless the Supplier receives the Order Confirmation Refusal from the Customer, after two (2) Days from the delivery of the Order Confirmation, the Contract shall be considered as effective.

2.8 Only regarding the Courses, the Customer has a possibility to cancel its participation by sending a written notice to the Supplier not later than ten (10) Days before the confirmed date of the Course. The Supplier may specify other than indicated in the Quotation cancellation period. The Supplier shall confirm such cancellation notice. In this case, the Supplier will automatically proceed with the refund of all sums paid by the Customer. Such refund will be done within sixty (60) calendar days after the Customer cancellation confirmed by the Supplier.

2.9 The acceptance of an Order by the Supplier does not constitute acceptance of any terms and conditions indicated by the Customer, whether expressly stated by the Customer, or provided in attachments, exhibits or schedules, or issued by the Customer as general conditions of purchase. Notwithstanding anything to the contrary, general terms and conditions of Customer will never apply.

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3. Delivery terms

3.1 The delivery terms indicated by the Supplier in the Order Confirmation are indicative and not binding, and may ultimately depend on circumstances that may prevent, hinder, or delay the normal production process and delivery of the Products. If the Supplier predicts that it will not be able to deliver the Products on the agreed delivery date, it will promptly notify the Customer in writing, indicating, where possible, the expected delivery date.

3.2 Unless stipulated otherwise in the Order Confirmation, the delivery will be ExWorks Suppliers premises in Houston, TX (the "Delivery Point"), according to Incoterms 2020.

3.2.1 The Supplier after receiving the documentation for the pick-up processed by the Customer, exposes it for identification on the Products in shipment and then prepares such Products in the dedicated areas where the carrier commissioned by the Customer will proceed with the pick-up;

3.2.2 The Customer will entirely bear all shipment costs;

3.2.3. The shipment of the Products is at the Customer's exclusive risk;

3.2.4 The Customer guarantees that it has obtained any permits and licenses necessary to import the Products.

3.3 The Supplier will not deliver the Products to a natural person appointed by the Customer as agent/carrier if:

a) the Customer has not issued a signed copy of the shipping document;

b) the forwarding agent/carrier is not able to provide sufficient documentation for organizing, managing, and tracking the shipment.

3.4 In the absence of sufficient information on modes of transport/no pick-up, (i) risk of loss to the Products shall pass to Customer, (ii) the Products shall be deemed to have been delivered, and (iii) the Supplier reserves the right to decide whether:

a) hold the Products until sufficient information has been provided by the Customer/Customer makes the pick-up, in any case for a period not exceeding ten (10) Days, charging the Customer, if necessary, the storage costs of fifty (50) US Dollars per day. Otherwise, the Supplier reserves the right to proceed with the shipment pursuant to art. 3.4.b);

b) ship the Products charging the Customer for all expenses, in addition to an amount equal to one percent (1%) of the value of the goods for insurance purposes.

3.5 The delivery date of Products shall be automatically extended by an amount of time equivalent to the Customer's delay in paying the portion of the Price due in advance. Likewise, when the Customer has the obligation to communicate processing instructions, technical data, or other instructions for the preparation of the Products, the delivery term shall be automatically extended of a period equal to any delay in providing such information.

3.6 In case the parties agree any changes to the Products after the entering into force of the Contract, the delivery term of the Products will be automatically extended for a period reasonably necessary to make such changes.

3.7. In case of offering of services relating to the Products or Products that include services, the Parties shall agree the time of implementation of the same by choosing the date appropriate to all interested Parties. Such date shall possibly be reported on the Order Confirmation.

3.8. The Courses will take place at the date and place indicated by the Supplier. In case such date and/or place will be changed, the Supplier will promptly notify the Customer about such changes. In case such new date and/or place cannot be accepted by the Customer, Customer shall proceed with the participation cancellation by sending a written notice to the Supplier not later than five (5) Days from the changes notice recipe. The Supplier will automatically proceed with the refund of all sums paid by the Customer. Such refund will be done within sixty 60 calendar days after the Customer cancellation confirmed by the Supplier. The Supplier will not be considered responsible for additional expenses incurred by the Customer as a result of cancellation or re-scheduling of the Course.

3.9. Liquidated Damages for Delay in Delivery. If Customer incurs costs due to delay in delivery attributable to Supplier, other than as a result of a delay caused by Supplier's suppliers, Customer shall only be entitled to damages caused by such delay. Supplier agrees that it will be liable to Customer for payment of Customer's delay liquidated damages if Supplier fails to deliver the Products by the delivery date for reasons exclusively attributable to Supplier. Customer's delay damages will begin to accrue on the first day immediately following the period of three (3) weeks after the missed date. The agreed amount of liquidated damages is 0.1% of the Price of the Products being delayed for each full week of delay. Supplier further acknowledges the reasonableness of the stated amount and agrees that the imposition of liquidated damages will in no way be construed as a penalty provision. Liquidated damages for delay shall in no case altogether exceed three percent (3%) of the Price of the Products being delayed. PAYMENT OF LIQUIDATED DAMAGES FOR DELAY SHALL BE FINAL AND IN FULL SATISFACTION OF SUPPLIER'S LIABILITY FOR SUCH DELAY AND ALL FURTHER CLAIMS OF CUSTOMER DUE TO SUCH DELAY.

4. Prices and Payment

4.1 The prices at which the Products/Courses were previously sold shall not be considered as binding for the Supplier, which reserves the right to update its price conditions at any time.

4.2 The Price of the Products/Courses, as well as any other amount due for any reason to the Supplier, do not include sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority

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applicable in, measured by or imposed upon or with respect to the transaction; provided, however, that Customer shall not be responsible for any taxes imposed on, or with respect to, Supplier's income, revenues, sales, gross receipts, personnel or real or personal property or other assets.

4.3 Payment conditions:

4.3.1. Unless specified otherwise in writing between the parties in the Order Confirmation, the Customer shall make the payment for the Products within a maximum of thirty (30) calendar days from the date of invoice. In case of pre-payment conditions, previously agreed with the Customer, an Order Confirmation will be emitted only after a bank confirmation confirming the successful money transfer from the Customer to Supplier.

4.3.2. The prepayment conditions shall always be applied to the Courses. The payment shall be done by the Customer not later than ten (10) Days before the indicated Course date. In case such prepayment will be missed, the Customer will not be admitted to the Course.

4.4 Payments shall be made by bank money transfer to the Supplier, or in another manner communicated in writing by the Supplier, according to the deadlines agreed by the parties in writing and detailed in the Order Confirmation. Unless otherwise agreed, any bank charges or commissions due in connection with the payment will be charged to the Customer.

4.5 Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Supplier for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

4.6 In addition to all other remedies available under these General Conditions or at law (which Supplier does not waive by the exercise of any rights hereunder), if Customer fails to pay any amounts when due hereunder, the Supplier may suspend the performance of any pending Contract, including the provision of technical assistance and the supply of replacement parts.

4.7 The Supplier reserves the right to impose, at any time, a reliability limit, computed as the sum of all the amounts receivable and the value of all the Confirmed Orders not yet shipped. Whenever and if the Customer will place an Order which will cause such maximum reliability to be exceeded, the Supplier will be entitled to suspend the performance of any pending Contract until the Customer will have made a payment of an amount such that the Customer's reliability remains within the aforementioned limit.

5. Retention of ownership; Risk of Loss

5.1 The Products will remain the property of the Supplier until the Customer has paid the Price in full (except for services offered by the Supplier).

5.2 The Customer agrees to take all necessary steps to respect this retention and shall not therefore remove any labels, tags and/or codes placed on them by the Supplier to indicate ownership of the Products, thereby preventing them from being confused with other parts, machinery or equipment owned by the Customer.

5.3 The Supplier is also authorized to perform any formalities necessary to make its property un-attachable by third parties.

5.4 In the event of foreclosure or other constraint placed by third parties on the Product, the Customer must immediately notify Supplier in writing, without delay, providing Supplier with all the information and documentation necessary to protect its rights. The Customer is obligated, however, to highlight to the bailiff and third parties the existence of the retention of ownership in favor of the Supplier as well as to bear all the costs necessary to avoid or remove the placing of restrictions on the Products and to recover the availability of the same.

5.5 Risk of loss passes to Customer upon delivery of the Products at the Delivery Point.

6. Demo Units

6.1. The Supplier may offer to the Customers the possibility to loan Products for demonstration purposes, allowing to test their characteristics and performance, and to choose the Product best suited to the Customer's particular needs ("Demo Units").

6.2. The duration of the Demo Units' use is twenty (20) Days. In case a longer duration is required for particular projects, the Customer shall define it and agree with the Supplier before the start of the Demo Unit period. In the event that Customer holds the Demo Units for more than five (5) Days without the prior approval of Supplier, the cost of the Demo Units will be billed to the Customer.

6.3. The costs of the Demo Units' shipping are borne by the Customer.

6.4 Should the Customer obtain satisfactory results from the Demo Units test, the Product in question may be purchased directly by sending the Order as described in these General Conditions. However, the Supplier reserves the right to refuse the Order and may request the return of the Demo Units. The Customer may later purchase the Product by submitting the Order as described in these General Conditions.

6.5 Should a Demo Unit be lost or destroyed, the cost will be billed to the Customer.

6.6 If a Demo Unit is damaged, the Customer will be charged the repair fee. Upon return of the Demo Unit, the Supplier shall make an estimate of the reported damage and notify the Customer of the correct amount. Customer may decide whether to pay for the repair of the Demo Unit or to purchase it. In the case of purchase, the shipping costs of the Product are borne by the Customer.

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6.7 Demo Units and samples are provided by the Supplier for exclusive evaluation purposes and will not be subject to any commercial use, nor covered by warranty except in cases previously discussed and agreed with the Supplier.

7. Limited Warranty

7.1 The Supplier undertakes to deliver Products that materially conform with the specifications declared by the Supplier or agreed in writing between the Customer and the Supplier and are free from [material] defects in material and workmanship. The Supplier does not guarantee the compliance of the Products with particular specifications or technical characteristics or their suitability for particular uses except to the extent that these characteristics have been expressly agreed in the Contract or in documents referred to for this purpose by the Contract itself.

7.2 If the Supplier ascertains a lack of conformity of the Product, in whole and in part, following the provisions of art. 9.1, the Supplier will, at its discretion, alternatively:

a) replace the non-compliant Product at its expense with another compliant Product or part of a compliant Product, or,

b) repair the non-compliant Product at its own expense, or

c) collect the non-compliant Product or part of the non-compliant Product at his own expense and return any Price received to the Customer.

THE REMEDIES SET FORTH IN SECTION 7 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 7.1.

7.3 All actions taken under the limited warranty shall be decided and directed by the Supplier. The Supplier reserves the right to spend up to fifteen (15) Days to check returned Products and make a final technical diagnosis.

7.4 The costs related to works performed under the limited warranty shall be divided between the parties as follows:

7.4.1 the Supplier shall bear the costs related to the Product or parts to be replaced and any labour needed for repair;

7.4.2 the Customer shall bear the costs and risks related to the shipment of defective parts to the Supplier with delivery at the Supplier's plants unless agreed otherwise in writing between the parties.

7.5 If the parts or components of the Product that Customer believes defective are found to be totally or partially free of defects, Customer shall bear all costs envisaged by the preceding clause, including those for return shipment by the Supplier to the Customer.

7.6 The limited warranty will be valid for 12 (twelve) months from the date of delivery of the Products to the Customer (hereinafter “Warranty Period”). If the Customer fails to accept the delivery of the Products on the date agreed, the limited warranty will start from the date of the failed delivery, regardless of whether the Customer takes possession of the Product.

7.7 Any alteration, repair or replacement of the Products by the Supplier will not result in any extension of the Warranty Period. The limited warranty on the part repaired and/or replaced will terminate on the expiry of the Warranty Period.

7.8. The Courses shall contain the main information declared in the Quotation. Some arguments may be changed during the Course without changing the main scope and profile of the Course. These changes shall not be considered as a considerable reason to cancel the Customer participation or claim any refund.

8. Limitation of the warranty and liability

8.1 Supplier will not be responsible for defects caused by:

a) the failure to follow the instructions provided by the technical documentation supplied to the Customer, if provided;

b) the improper use or treatment of the Products that does not comply with their regular use;

c) drawings, projects, information, software, documentation, indications, instructions, unfinished materials, components, other material goods and anything supplied, indicated, or requested by the Customer or by third parties acting in any way on behalf of the Customer;

d) replacements and/or repairs of parts of the Products by the Customer without requesting the Suppliers assistance or original components.

8.2 In the event damages are caused by the Product to third parties due to defects deriving, even indirectly, from drawings, projects, information, software, documentation, indications, instructions, unfinished materials, components, other material goods and anything supplied, indicated, or requested by the Customer, the Customer expressly undertakes to indemnify and hold harmless the Supplier against any claim, suit, demand, cost, and expense. In the same way, the Customer undertakes to indemnify and hold harmless the Supplier for any damage caused by the Products to persons or goods due to improper use or use not in conformity with the specifications provided by the Supplier, in cases of lack of maintenance or failure to comply with local safety regulations governing the use of the Product.

8.3 The warranty is invalidated if:

a) the serial number on the Product is removed.

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b) the Customer does not allow any reasonable control requested by the Supplier or if, after the Supplier has requested the return of a defective Product, the Customer fails to return the component or Product within a term of thirty (30) calendar days from the request.

8.4 The Supplier shall not have any liability for the non-performance by third parties and as a direct result of a raw material shortage, Supplier shall be unable to produce any or all of the Products; therefore, for so long as such raw material shortage shall continue effect, Supplier shall be deemed to have not breached any of its related obligations to the Customer.

8.5 Disclaimer of Warranty. OTHER THAN THE LIMITED WARRANTY SET OUT ABOVE, SUPPLIER DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE GOODS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT RELYING ON SUPPLIER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. NO PERSON, INCLUDING CUSTOMER, IS AUTHORIZED BY SUPPLIER TO MAKE WARRANTIES OR ASSUME ANY LIABILITY FOR SUPPLIER WITH RESPECT TO THE GOODS OR SERVICES. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED ON BY CUSTOMER AND ARE NOT PART OF THE AGREEMENT. SUPPLIER'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDY ARE SOLELY AS STATED IN THIS AGREEMENT.

9. Reporting defects of conformity

9.1 Upon receipt of the Products, the Customer shall carefully examine the conformity of the Products.

9.2 Any remarks concerning shortage, excess, alteration, or apparently damaged Products (visible defects) shall be communicated in writing by the Customer to the Supplier, by registered letter with return receipt and / or by email within seven (7) Days after the receipt of the Products. If the Customer does not provide this communication within the above deadline, the Products are considered accepted.

9.3 Any complaints relating to defects in the Products that cannot be identified through a diligent check upon receipt (hidden defects) must be notified to the Supplier by registered letter with return receipt, and/or by email within seven (7) Days from the date of the discovery of the defect and in any case no later than twelve (12) months from delivery. The Customer shall communicate the serial number and/or the Product code to the Supplier and provide a description of the problem that arose accompanied by all documents necessary to demonstrate the defect or the reason for the lack of conformity. If the Customer does not provide this communication within the above terms, the Products are considered accepted.

9.4 Upon receipt of the communication from the Customer, the Supplier will notify the Customer if the Product must be returned. The Supplier reserves up to fifteen (15) Days from the date of return of the Product to carry out the control activities on the Product and to provide a technical diagnosis on any lack of conformity of the same. In any case, the Customer, under penalty of forfeiture of the warranty right, must keep the allegedly defective or non-compliant Products and immediately stop using them. The Supplier will not accept any claim against goods not stored in suitable place and conditions or original packaging or if the Customer does not make the Products available to the Supplier within the aforementioned term.

9.5 In no case reports of nonconformity or defects shall be considered valid after the expiry of the Warranty Period and in any case such reports will not be considered valid if made more than twelve (12) months after the date of shipment.

9.6 It is understood that any complaints or disputes relating to defects in the Products do not entitle the Customer to suspend or in any case delay the payments of the Products subject to dispute, nor of other supplies.

10. Intellectual property and non-disclosure

10.1 Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales or business information whether in oral, written, graphic or electronic form, provided by the Supplier to the Customer as part of the contractual relationship in question shall be held as Confidential Information pursuant to the law.

10.2 Any customized technology and product projects required to meet Customer's specific requirements will be billed to Customer based on the time and materials required to design, develop, test and deliver the project, unless a previous alternative arrangement is agreed in writing between Customer and Supplier. The payment of NRE costs (non-recurring engineering costs) covers only the engineering costs of developments performed by Supplier's personnel but does not grant any further right. In case Customer requires the Product customization it is expressly agreed that all intellectual property rights on the Product will remain exclusively on Supplier. Supplier retains all rights, titles and interests, including all intellectual property rights and ownership rights, in and to the core technology, the customized technology, and all modifications. The customized Product may be given, distributed, leased, or otherwise made available to any person and/or business on exclusive Supplier's choice.

10.3 With reference to the Confidential Information, the Customer undertakes:

a) not to use the Confidential Information for purposes other than the execution of the Contract, even after its expiry or termination;

b) to maintain absolute secrecy of all documents and drawings provided by the Supplier;

c) to abstain from disclosing the Supplier's documents, technical details and processing information which may come into its possession or knowledge by way of the Contract or prior contractual relations;

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d) not to perform studies, analyses, disassembly, reverse-engineering or other activity that may reveal information about the structure or technical features of the Product.

10.4 The Customer also expressly undertakes not to remove any trademarks or other identifying elements from the Supplier's Products.

10.5 The Customer shall indemnify and hold the Supplier fully harmless from any third-party action, claim, costs, fees (including legal fees and expenses), requests or demands related to the actual or alleged infringement, caused by Customer's use of the Products, of third parties' intellectual property rights, including without limitation patent, model, design, trademark etc. The Customer shall have exclusive responsibility for payment of compensation for damages resulting from such actions. When the Supplier receives notice of a claim related to the actual or alleged infringement of third party's intellectual property rights, it must give prompt written notice to Customer. Upon learning of a situation giving rise to such claim for indemnity, the Customer shall have sole and exclusive control of the defence of such claim with counsel of its choice, and will provide prompt written notice of such choice to the Supplier, and the Supplier shall fully cooperate with the Customer in the defence or settlement of such claim; provided, however, that Customer shall not resolve any such claim without notice to Supplier, and shall not enter into any claim resolution or settlement without Supplier's prior written approval.

10.6. All copyright and other intellectual property in all material, which the Supplier prepare for use prior to or during the Course, including marketing and Course notes, shall be and remain a property of the Supplier.

11. Dual Use Products

11.1. Supplier's Products are intended for general and civil use only. Unless an exception to the following is stated in the documentation of a specific product, Products are not identified as dual-use items ("Dual-Use items" are goods, software and technology that can be used for both civil and military purposes). At the same time, Products may be subject to U.S. export control regulations.

11.2. Customer has a legal obligation to comply with all applicable legislation, including, but not limited to, classification of the products to (re)export. (Re)export or transfer, directly or indirectly, of the Products to prohibited and/or sanctioned parties according to applicable export control legislation is not allowed. Supplier will prevent any use of Products for any purpose prohibited by applicable export control laws and regulations.

11.3. Export controls for Dual-Use items are a key tool for international peace and security as well as the protection of human rights. Dual-Use items are therefore subject to authorizations when exported. For Dual-Use items, in order to obtain an export license, the ultimate consignee or end user of the product must furnish an End-User Statement ("EUS") on company letterhead in original copy. This document is provided by Supplier when sending the offer for the Dual-Use product.

11.4. Obtaining the authorization for the sale of Dual-Use Products does not have the predetermined timelines and therefore these timelines do not depend on the Supplier's will. In case of delays/postponements due to the authorization procedure, the Supplier will not be responsible, and the Customer will not be able to proceed with the cancellation of the Order or the request for penalties of any kind and nature.

12. Express termination clause

12.1 Without prejudice to any other right to terminate the Contract pursuant to the applicable law, the Supplier will have the right to immediately and ipso jure terminate the Contract for breach attributable to the Customer by way of written communication sent by certified mail with return receipt to the other Party, in the following cases:

a) non-payment of all or part of the Price and/or the amounts due, after thirty (30) calendar days have elapsed from the scheduled payment date;

b) breach of the obligations described in art. 10.3;

c) winding up, insolvency or involvement of the Customer in bankruptcy proceedings;

d) merger, assignment, transfer, or substantial modification of the corporate identity of Customer.

12.2 In the event of termination for the reasons indicated above, the Customer will be required in any case to pay the amounts due at the due dates, while any amounts that may have been paid will be withheld by the Supplier to indemnify in an amount that corresponds to the stage of preparation of the Products and level of customization, and without prejudice to any further demands for payment of additional damages.

13. Governing law

13.1 The Contract as well as these General Conditions shall be governed by and construed in accordance with the Texas law.

14. Jurisdiction

14.1 All disputes arising in connection with these General Conditions and the Supply Contract will be subject to the exclusive jurisdiction of the court of Harris County, Texas.

14.2 In the event that the parties have a dispute and file suit, the prevailing party shall be entitled to recover attorney's fees and court costs.

15. Force Majeure

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15.1 Definition

“Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment (“the Affected Party”) proves:

a) that such impediment is beyond its reasonable control; and

b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and

c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

15.2 Non-performance by third parties.

Where the Supplier fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract (including the sub suppliers), the Supplier may invoke Force Majeure.

15.3 Presumed Force Majeure Events.

In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 1 is satisfied:

a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;

b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy;

c) currency and trade restriction, embargo, sanction;

d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;

e) plague, epidemic and/or pandemic, natural disaster, or extreme natural event;

f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;

g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

15.4 Raw material shortage/Price revision

15.4.1. Shall be considered as an Event of Force Majeure the situation, which regards delays/difficulties in delivery of components or raw materials by the Supplier's sub-suppliers. Therefore, if, as a direct result of a raw material shortage, Supplier shall be unable to produce any or all of the Products, then, for so long as such raw material shortage shall continue effect, Supplier shall be deemed to have not breached any of its related obligations to the Customer. In such case, the Supplier is reserving a right: a) to extend the time for delivery of the goods for as long as this circumstance continues, without incurring liability, and/or b) to increase the price of the product in the event of increases in the price of raw materials or components.

15.4.2. In case the events of raw material shortage and price increase have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the Contract, the parties are bound, within a reasonable time of the invocation of this clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event. Where the parties have been unable to agree alternative contractual terms as provided in this paragraph, the Supplier is entitled to terminate the Contract.

15.4.3. In order to communicate the Force Majeure event regarding delays and/or difficulties in the delivery of components or raw materials by the Supplier's subcontractors, it is sufficient to send a descriptive communication from the Supplier without the submission of the relevant documents issued by the subcontractors for the maintenance of confidentiality on the identity of the subcontractors.

15.5. Notification.

The Affected Party shall give notice of the Event of Force Majeure without delay to the other party.

15.6 Consequences of Force Majeure.

A party successfully invoking an Event of Force Majeure is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

15.7 Temporary impediment.

Where the effect of the Event of Force Majeure invoked is temporary, the consequences set out under paragraph 14.6 above shall apply only as long as the Event of Force Majeure invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the Event of Force Majeure ceases to impede performance of its contractual obligations.

15.8 Duty to mitigate.

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The Affected Party is under an obligation to take all reasonable measures to limit the effect of the Event of Force Majeure invoked upon performance of the Contract.

15.9 Contract termination.

If the Force Majeure Event continues for more than thirty (30) calendar days from when the event arose, the Parties will be able to renegotiate the terms and conditions of the Contract, which shall be given effect only by mutual consent. If no further and alternative agreement is reached, and the Force Majeure Event continues for longer than 90 (ninety) calendar days from when the event arose, each Party shall be free to terminate the Contract, by way of written communication sent by certified mail with return receipt to the other Party. If a Force Majeure Event prevents the Product/Course from being delivered/offered to the Customer, in the event that the conditions set forth in the present article are satisfied and the right to termination is exercised, the Supplier will not be required to return the sums already paid by the Customer which will be kept by the Supplier as partial reimbursement for the costs sustained for developing the Product/Course, given the high level of personalization of the same.

16. Disclaimer for Additional Warranties

16.1 Except for the Supplier's obligations set herein, it is hereby understood and agreed that the Supplier hereby disclaims all other warranties regarding the Products/Courses supplied. The Customer, by accepting the disclaimer under the clause here above written, hereby finally and irrevocably waives any claim, action, and remedy other than the claims, actions and remedies set forth in these General Conditions.

16.2 SUPPLIER DECLINES EVERY AND ALL RESPONSILITIES FOR AN INCORRECT USE OF THE PRODUCT AND SHOULD NOT BE RESPONSIBLE FOR ANY ERROR OR OMISSION. THE INSTRUCTIONS SUPPLIED AT THE TIME OF DELIVERY CANNOT COVER AL EVENTUALITIES THAT MIGHT BE VERIFIED DUTING THE INSTALLATION, USE OR MAINTENANCE.

16.3. SUPPLIER DECLINES EVERY AND ALL RESPONSIBILITIES FOR POSSIBLE DAMAGES OF ANY TYPE TO PERSON OR THINGS, WHICH COULD BE A DIRECT OR INDIRECT CONSEQUENCE OF THE WRONG CHOICE MADE BY THE CUSTOMER/USER, OR OF THE UNSUCCESSFUL OBSERVANCE OF ALL THE PRESCRIPTIONS INDICATED IN THE DOCUMENTATION AND IN THE MAUALS OF USE AND OF ASSEMBLING.

16.4. The Customers/ Users of the Product should proceed, under the own direct responsibility and at their own care and expenses, with all necessary and appropriate controls, test, verifications, and eventual operating trials, in order to verify the correspondence of the Product to their necessities or requirements.

16.5. The advantages or the disadvantages of the Product use for any utilization or application can be evaluated in most critical and complete way only and exclusively through the verifications, analyses and the tests made by the very Customers / Users. This is explained by the meanings of the Customers/Users specific necessities in the matter of efficacy, safety, reliability, duration, use conditions, performances, standards, so far as of satisfying the requirements foreseen by the rules, technical and standard prescriptions, local practice, or because of any particular or not usual climatic and/or atmospheric conditions and the insanitary conditions of the place of use.

16.6. In case Supplier carries out tests on equipment or products supplied by the Customers with the purpose of finding the best solution, Supplier in any case should not be considered responsible for defects or failures, or design and manufacture errors of this equipment and/or products supplied by the proper Customers.

16.7. THE SUPPLIER ASSUMES NO LIABILITY AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WITH RESPECT TO THE FUNCTIONING, METHODS AND EXAMPLES PRESENTED DURING THE COURSE. MOREOVER, THE SUPPLIER DOES NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS OR OTHER CHARACTERISTICS OF ANY MATERIAL AVAILABLE THROUGH THE COURSE MATERIALS. THE CUSTOMER AGREES THAT THE SUPPLIER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM USE OF OR ITS PROVISION OF THE COURSE MATERIALS AND ADVISE GIVEN DURING THE COURSE, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY ITS NEGLIGENCE OR BY CONTINGENCIES BEYOND ITS CONTROL.

17. Course Attendee Experience and Behavior

17.1 The Customer (or course attendee representing the Customer) is expected to behave professionally at all times during the course. Any intoxication state and/or disorderly behaviour will not be tolerated.

17.2 The Supplier reserves the right to exclude attendees from the Course (without a fee refund) at any time if they cause interruptions or delays for the above, any other reasons affecting the course delivery, or if their qualifications and current experience impact on the Suppliers ability to deliver the course as originally intended.

17.3 The Supplier reserves the right to stop a course (without a refund of fees) should attendees misbehave, cause interruptions or should their experience and qualifications be such that the Supplier cannot continue to deliver the course as originally intended in terms of content and depth. All claims made against the Supplier by other Customers or attendees as a result of such delays or interruptions will be chargeable to those causing the delays.

18. Miscellanea

18.1 Any amendment to the General Conditions and Contract shall be agreed in writing and duly countersigned for acceptance by the Party against whom such modification must be enforced.

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18.2 If any term or provision of to the General Conditions and Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of to the General Conditions and Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

18.3 Failure of either Party hereto to enforce any of the provisions, rights, or elections of the General Conditions and of the Order Confirmation, shall not be considered a waiver of such provisions, rights, or elections. The failure of either of the Parties to enforce any of such provisions, rights or elections shall not preclude or prejudice such Party from later enforcing or exercising the same or other provisions, rights, or elections.

18.4 The relationship between the parties is that of independent contractors. Nothing contained in the General Conditions and Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18.5 Customer shall not assign any of its rights or delegate any of its obligations under the General Conditions and Contract without the prior written consent of Supplier. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under the General Conditions and Contract.

18.6 The General Conditions and Contract are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the General Conditions and Contract.

18.7 Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the General Conditions and Contract. Customer shall comply with all export and import laws of all countries involved in the sale of the Products under the General Conditions and Contract or any resale of the Products by Customer. Customer assumes all responsibility for shipments of Products requiring any government import clearance. Supplier may terminate the General Conditions and Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

19. Limitation of Liability

19.1 IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OF PROFITS OR REVENUES, LOSS OF BUSINESS OPPORTUNITY, OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

19.2 IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE GENERAL CONDITIONS AND CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE PAID TO SUPPLIER FOR THE PRODUCTS SOLD HEREUNDER.

Place and date _____

Name of the Customer and signature _____

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