



General Terms and Conditions of the company Life Breath International sagl with headquarters in Switzerland, CH, in via Ronco Santa Croce 1/a 6226 Riva San Vitale (hereinafter: Life Breath)

PREAMBLE

These General Terms and Conditions shall apply unless otherwise agreed in writing between the parties. Individual written agreements between the parties shall prevail over the General Terms and Conditions. The following shall otherwise apply:

1. GENERAL PROVISIONS

The contractual services of Life Breath are based exclusively on our offers and the conditions set out below. The terms and conditions of the customer are therefore expressly waived. These are not binding for Life Breath, even if it does not object to their application. The sending of the order confirmation without the explicit objection or non-acceptance of the contractual conditions of the customer will not be considered as recognition of the same. The contractual conditions of the customer will be integrated into the contractual relationship only after explicit written acceptance of the same by Life Breath. In all other cases, the terms and conditions of Life Breath will apply no later than the conclusion of the contract and will be deemed accepted. Any customs and practices that conflict with these Terms and Conditions will not be binding for Life Breath.

2. CONCLUSION OF THE CONTRACT

A contract is concluded when an offer, according to the exact terms of the offer, is accepted in writing by the customer and Life Breath is made aware of this acceptance. An acceptance that does not correspond to the respective offer will be considered a counter-offer. The sending of price lists or advertising material, regardless of their nature, will not be considered an offer. Until the conclusion of the contract any images, illustrations, samples and technical data are not binding, remain our property and may not be used by the customer in any form without prior written consent from Life Breath. Orders placed by commercial agents will only be considered as accepted upon express written confirmation by Life Breath. Written offers from Life Breath are valid for a maximum of 10 days, unless otherwise agreed upon in writing.

3. SUBJECT MATTER OF THE CONTRACT

The object of the contract is exclusively the goods and/or services outlined in the offer. Unless otherwise agreed upon in writing, the following services are not included: Excavation and earthmoving work, concrete work and partition walls, placement of gratings, doors and windows, ventilation, lighting and heating systems for rooms, limiting devices, fences, access ways, water catchments, transformer cabins, power cables connected to the power panel, assembly work of any nature, field installation work, drainage cables, permitting processes, all design work, static calculations, expenses for bureaucratic requirements, expenses for roads and parking lots, architectural design services, construction services with daily or weekly presence obligation, any control obligations towards companies directly commissioned by the client or other companies operating on the site, geological and hydrogeological surveys, environmental sustainability checks. Unless otherwise agreed upon in writing, the role of safety manager required in accordance with the provisions of building law is also expressly not included in the provision of services. Any damage



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caused by third parties or as a result of the work mentioned above can not be attributed to Life Breath.

4. PRICES

The prices of Life Breath are always net (excluding VAT) without reductions and discounts and are expressed in euro or swiss franc (€/CHF). The prices are stated in the offer; otherwise the price list valid at the time of delivery shall apply. For assembly in accordance with the general assembly conditions of Life Breath and further services, the hourly cost in force at the time of the execution of the aforementioned work will be calculated. Packaging materials, excluding materials provided on deposit, are included in the price. Materials provided on a deposit basis will be charged and then re-credited upon return. Bail amounts are not included in the prices quoted. Material subject to return must be in good condition and delivery must be carriage paid. The acceptance of the material subject to return takes place considering the time period between the delivery of the goods and the final return of the material. The value of the deposit is subject to the depreciation criteria provided for by ANIE (National Federation of Electronic and Electrical Enterprises).

5. PAYMENTS, GUARANTEES, CAUSES OF TERMINATION OF THE CONTRACT

Unless otherwise agreed upon in writing, payment must be made within 14 days from the date of the invoice by bank transfer to the bank account of the company Life Breath of Riva San Vitale/Rivoli, free of charge. We do not accept bills of exchange. From the 15th day of maturity and without the need for further reminders, interest on arrears, injunction costs and all ancillary costs of credit recovery of any kind will be applied, except always the compensation for greater damage suffered. Collection costs, interest, expenses for documentation, transport, travel and accommodation, as well as testing costs for persons and materials are immediately payable without the need for a formal notice. The non-fulfillment of the conditions of payment or the occurrence of circumstances likely to compromise the financial conditions of the customer determine the immediate collectability of all credits (forfeiture of the term) and authorize Life Breath, at its sole discretion, to make the deliveries predetermined only against advance payment, to withdraw from the contract and / or terminate it in whole or in part. In case of late payment, the customer is required to provide adequate guarantees for all amounts still owed through the assignment of receivables, the establishment of a lien on other assets or the provision of a guarantee in favor of Life Breath. Failure to comply with the aforementioned obligations, the unsuccessful expiration of a payment reminder or the initiation of bankruptcy proceedings against the customer constitute grounds for termination or cancellation of the contract with immediate effect (express termination clause).

6. RESERVATION OF OWNERSHIP, ASSIGNMENT OF CREDIT

All goods delivered remain the property of Life Breath until the payment of all credits, for any reason due, even if subject to terms or conditions, including the balance credit, and even if payments are made with a specific indication (goods subject to retention of title). In this case Life Breath also reserves the right to apply at its discretion on the goods delivered, for the duration of the reservation of title, a declaration of reservation of title to 'if necessary created. Any actions / omissions of the customer contrary to the law in relation to the reservation of title will be prosecuted depending on the circumstances. The customer may not sell the goods subject to retention of title, unless express written consent of Life Breath, and if it is in default. If the customer resells the reserved goods, the claim arising from the resale is automatically assigned to Life Breath



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(assignment of claim). Until all claims have been paid, the customer remains the simple holder of the purchased goods.

7. TERMINATION/TERMINATION OF THE CONTRACT, OBLIGATION OF ADVANCE PERFORMANCE, RIGHT OF WITHDRAWAL

With the sending of the declaration of termination of the contract, the customer is prohibited from any further use of the purchased goods with immediate effect. With the termination of the contract, the customer is obligated to return the purchased goods as well as all licenses and documentation due to Life Breath within one week (seven days) by sending them to the headquarters of Life Breath. The costs of return are charged to the customer. Only after the return of the purchased goods any payments, if due, will be charged and made by the customer to Life Breath. The customer must return to Life Breath the equivalent value of all benefits derived from the goods or part thereof. The customer is not entitled to compensation, unless Life Breath has expressly acknowledged the counterclaim or it has been determined as legally valid in court. If the goods are not returned within one week, Life Breath is entitled to collect the goods at the place of installation or storage at the expense of the customer. Therefore, upon termination of the contract, the customer grants Life Breath access to the goods for the collection of the same and waives any possible protection of possession against Life Breath.

8. TERM OF KNOWLEDGE

The delivery period is determined by Life Breath. Any agreed delivery deadlines do not constitute fixed deadlines (fixed-term contracts), unless expressly confirmed in writing by Life Breath. The delivery period does not commence until all performance units have been clarified. A possible delay due to delays in delivery or assembly of the goods can only be justified in the case of fixed-term contracts. Delivery is deemed to have been made with the notice of readiness of the goods. Life Breath may, at its own discretion, store goods that are ready for delivery but not immediately collected at the expense, risk and peril of the customer and consider them to have been shipped ex works or ex warehouse at the time the notice of readiness for delivery is issued. Any force majeure occurring at Life Breath or one of its suppliers shall entitle the company to postpone the delivery for the duration of the impediment and an appropriate start-up period or to withdraw from the contract for what has not yet been fulfilled. Force majeure" is understood to be circumstances that considerably complicate or make it impossible to deliver.

9. DELIVERY, TRANSFER OF RISK

Unless otherwise agreed upon in writing, delivery shall take place EX Works (EXW), Incoterms 2010. In accordance with Art. 8, the goods are at the customer's disposal at our premises with the simultaneous transfer of risk to the customer. Any licenses or documents will be handed over to the carrier together with the goods or to the customer upon payment of the purchase price. All transport risks are always borne by the customer. The customer is obliged to carry out all customs formalities and permits for import and export as well as for the transport of the goods in each country at his own expense and risk. Unless the type and route of shipment of the goods have been expressly agreed with the customer, Life Breath has the right to choose them with the exclusion of all liability. The same also applies in case of delivery by us, free to destination, with a vehicle owned by us or third parties. Any carriage free prices require free circulation. Any cases of "dead freight" (empty for full) shall be borne by the customer. Commercial vehicles must be able to move freely and safely to the place of unloading and be unloaded without incurring any delays. If the customer



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violates these road safety obligations, he/she shall be liable to pay compensation for all damages resulting from such violation, including damages to the commercial vehicles of any third parties. Life Breath is not responsible for the transport within the agreed time and any delays due to obstacles found on the road, adverse weather conditions or other impeding circumstances of any kind. The goods are insured against damage and loss due to transport or breakage only at the written request and expense of the customer. Unless otherwise agreed in writing, also to be noted on the invoice, which provides that any pallets, boxes, planks, packaging wood, partitions, rods and pallets grids are made available to the customer only upon payment of the deposit and returned by the customer to Life Breath after delivery against reimbursement of the deposit, the packaging material will not be collected by Life Breath. This shall also apply if Life Breath is obliged to carry out the assembly in accordance with the contract or to perform additional services. Any return trips will always be at the expense of the customer.

10. ASSEMBLY WORK, MAINTENANCE, TRAINING OF PERSONNEL

Unless otherwise agreed upon in writing, the assembly of an installation is governed by the general assembly conditions of Life Breath and is not included in the sales price. In particular, larger installations and services are always agreed upon separately. After completion of the installation, the plant is handed over to the customer (delivery of the plant). The maintenance of the delivered plants is not included in the purchase offer. The maintenance is carried out by the personnel of Life Breath and the corresponding costs will be communicated by Life Breath depending on the size of the system or are regulated in the maintenance contract. The inspection of the installation of a system by Life Breath personnel does not imply any obligation to install the system. Life Breath does not provide an express warranty for any damage caused by incorrect installation and/or commissioning by the customer or third parties, in particular technicians from external companies (see item 12). In order to avoid damage, the instructions in brochures, operating manuals, or information materials of Life Breath products must be strictly observed. Attention: Avoid using or handling the products other than as intended for the defined areas of application. The customer is obliged to ask any further users or purchasers for the necessary information. Any training courses or introduction to the proper use of the systems to the customer's staff are also not included in the purchase price. We offer training courses of different types and duration, to be agreed separately in writing with Life Breath. The calculation for any training courses is based on the hourly rate of Life Breath personnel. In addition, any instructions, instructions or advice given by telephone regarding the use of the purchased devices or implants must be observed. These will be calculated accordingly and billed to the customer.

11. ACCEPTANCE OF GOODS, BURDEN OF VERIFICATION, DEFECTS

After delivery, the customer is obliged to inspect the goods within one week, which will be considered as accepted. Notwithstanding the General Conditions of Assembly of Life Breath, the verification of possible defects on the systems installed by Life Breath must take place before the testing of the systems. The acceptance of the system releases Life Breath from any liability for defects or deficiencies of the system, provided that these have not been intentionally concealed. If no written warranty claim for defects is made within two weeks after delivery of the system, the system shall be deemed to be irrevocably accepted.



12. WARRANTY

Life Breath is obligated to rectify any defects that are not in accordance with the contract and that impair the usability of the goods/equipment, provided that the defect is due to a design or manufacturing error or a material defect. This obligation shall only apply to defects which are discovered in the goods during the warranty period starting from the transfer of risk (see item 9) and of which the customer was not aware at the time of conclusion of the contract. Defects of which the customer could not have been unaware shall also be regarded as known. The cost of the work for the replacement of the warranty shall also be borne by the customer. Any defects must be objected to within 48 (forty-eight) hours, but at the latest within 8 (eight) days from the discovery and/or recognition of the defect by means of written notification, with the mandatory indication of the serial number of the goods, the type of defect and the breach of contract. The defective component must be returned together with the duly completed return note (on which the serial number MUST be absolutely indicated) within 3 months after discovery and/or recognition of the defect. Transport costs for the return of goods are charged to the customer. The returned component will be checked for warranty claims. If you are not entitled to warranty, will be calculated the costs of repair / replacement and transportation costs. Failure to notify us or delayed notification, failure to indicate the serial number of the goods and failure to return the goods within 3 months of the discovery and/or recognition of the defect are not justifiable and shall result in the loss of warranty claims. Commercial agents are not authorized to accept any warranty claims for defects or to make binding promises regarding defects. No warranty is given for damage due to:

- Component Handling;
- Modifications not authorized by Life Breath;
- Uses other than those specified within this manual;
- Missing, incorrect, or incomplete serial number;
- Use of non-original spare parts;
- Components and materials subject to normal wear and tear;
- Incorrect or improper storage, use and processing, use of incorrect or non-conforming materials, incorrect assembly and/or commissioning by the customer or third parties;
- Incorrect or negligent handling of the delivery item, in particular non-compliance with the operating manual, manufacturer's instructions, accident prevention regulations and legal requirements;
- Excessive strain and use of non-compliant service and replacement materials;
- Special use of the goods that deviates from normal use and of which Life Breath was not informed in writing prior to entering into the contract;
- Products or parts not manufactured by Life Breath;
- Defects known to the customer at the time of purchase or of which he could not have been unaware;
- Public law requirements in the country in which the product is used that do not conform to general standards and were not expressly communicated to Life Breath in writing prior to the conclusion of the contract;
- Defects found after the warranty period prescribed by law.



The warranty does not provide for any indemnity or compensation for any transport or downtime of the system not due to Life Breath. The warranty is void for goods that the customer repairs or replaces without the prior written consent of Life Breath.

13. LIABILITY

Any claims beyond the scope of Art. 12, in particular direct/indirect damages, loss of data, loss of profit and consequential damages are excluded. Any changes made by the customer or third parties without the prior written consent of Life Breath within the term of the complaint of defects imply the loss of any warranty obligation or liability of Life Breath. Life Breath will not bear any travel and accommodation costs incurred by the technicians responsible for carrying out the repairs, remedying the defects, disassembling and/or assembling the defective components. These will be charged to the customer immediately. Any integration of devices and/or systems of third-party manufacturers into the Life Breath control unit by Life Breath will be carried out exclusively at the request and on behalf of the customer. Life Breath assumes no liability for any warranty claims related to devices and/or systems of third-party manufacturers integrated into the control unit. The customer expressly releases Life Breath from any liability arising from interventions in the devices and/or systems of third-party manufacturers both with regard to himself and with regard to the third-party manufacturer and/or other third parties.

14. RIGHT OF RESCISSION

If Life Breath is duly notified of a breach of contract, the customer has the right to remedy the situation within a reasonable period of time. Only in the event of failure to remedy the breach of contract will the customer be entitled to file a lawsuit against Life Breath in connection with these GTC.

15. INDUSTRIAL PROPERTIES

All names, designations, trademarks, drafts, illustrations, computer programs, and other documents created by Life Breath are protected by copyright law and may only be used with the prior written consent of Life Breath. Illustrations and other documents enclosed with offers must be returned immediately upon request by Life Breath. With regard to computer programs, the general terms and conditions for computer programs of Life Breath as well as the respective license conditions apply; the licenses/rights of use acquired by the seller refer exclusively to the use of these programs at a workstation and are not transferable. In particular, the customer is prohibited from debugging, decompiling, and disassembling the software received from Life Breath, or otherwise attempting to trace the source code of the software, modify any configuration files, export database contents, and decode any communication programs and protocols. The customer is also prohibited from forwarding the database structures disclosed by our company to third parties without prior written consent. The making of copies is permitted exclusively for backup and archiving purposes. Upon termination of the right of use, the user is obliged to voluntarily return to us all of the programs granted as well as the documentation, including any copies made. If we supply objects created and designed on the basis of illustrations, models, samples or other documents of the customer, the customer shall be responsible for ensuring that they do not infringe or violate any intellectual property rights of third parties. If, in such a case, the rights of third parties are infringed or a criminal offence or irregularity is committed, the customer shall indemnify and hold Life Breath harmless against any claims of third parties. Any costs arising will be borne by the customer and any court costs will be anticipated by the customer.



16. PLACE OF PERFORMANCE, APPLICABLE LAW, ARBITRATION CLAUSE

Place of performance for all obligations and services arising between the parties is the registered office of Life Breath in Lugano. Any disputes that may arise between the parties regarding the interpretation, application and / or execution of this contract, will be referred, according to the Arbitration Rules of the Arbitration Chamber of the Chamber of Commerce, Industry, Handicraft and Agriculture of Lugano, to the Arbitration Chamber itself. The decision is final and will be made by an Arbitration Board, composed of three Arbitrators, as provided for by the Regulations of the above-mentioned Arbitration Chamber. For the designation of the Arbitration Board, the parties make express reference to articles 26 and following of the aforementioned Arbitration Regulations. Swiss/Italian law shall apply to all legal relations arising from the business relationship between the parties and their respective legal successors. In the event of disputes arising in connection with the interpretation, application and / or execution of this contract, Life Breath may, at its sole discretion, take ordinary legal action with exclusive jurisdiction of the Court of Lugano.

17. APPLICABILITY

These GTC apply to all contracts concluded by Life Breath, unless applicable and unless otherwise agreed by the parties.

18. PREVAILING VERSION

The English version of these General Terms and Conditions is the prevailing version.

19. FINAL PROVISIONS

Should any provision of these Terms and Conditions be or become ineffective, the remaining provisions shall remain unaffected. In this case, the parties are obliged to replace the ineffective provision with an effective provision that comes as close as possible to the economic purpose of the clause deemed ineffective.