



Terms and Conditions of Sale for HW and SW Products

These terms and conditions of sale ("**Terms and Conditions of Sale**") form an integral part of the contract entered into between K-SPORT WORLD SRL, Via Annibale Mengoli 23, 61122 Pesaro (PU), Italy, VAT number 02758950410 IBAN IT97 N 05034 12803 000000023327 ("K-SPORT") and the purchaser or licensee or bailee of the goods and services described in the sales contract (the "Customer"), and supplement the *EULA - GENERAL TERMS AND CONDITIONS OF USE OF SOFTWARE PRODUCTS AND UPDATE, SUPPORT AND MAINTENANCE SERVICES* (the "**General Terms and Conditions**"). The Conditions of Sale govern, in particular, the transfer of the Hardware and the related licence for the Licensed Materials and Software components strictly necessary for the use of the Hardware indicated in the Contract, in accordance with the provisions of Article 2.A below.

1. Definitions:

- A. "Hardware" means the device system, as described in more detail in the contract;
- B. "**Software**" means each of the software programmes indicated in each individual Order;
- C. "Materials" means the Software and related technical and informational documentation made available by K-Sport;
- D. "**Services**" means the services as described in the Contract;
- E. "**Employee(s)**" means any person employed by the Customer during the term of the Agreement and who has access to the Materials described in points A., B., C. and D.;
- F. "**Contract Commencement Date**" means the date specified in the Contract
- G. "**Contract End Date**" means the date specified in the Contract
- H. **Contract:** Contract means: the General Terms and Conditions (EULA) , these Terms and Conditions of Sale, the *Hardware and Clothing Annex: Safety Information and warranty limitations*, the Supplementary Terms and Conditions, the Service Offer issued by K-Sport and signed by the Customer (the "Order"), the related appointment as Data Processor pursuant to Article 28 of the GDPR, any technical documentation delivered to the Customer, any subscription forms and any *online* instructions for using the Software. All of the above documents form an integral part of the Contract.

2. Description of Content/Products/Services/Additional Rights



SCIENCE TO PERFORM

A. Non-exclusive licence and limitations: the licence granted by K-SPORT for the purposes of these Terms and Conditions of Sale is governed by the General Terms and Conditions, unless expressly regulated otherwise herein. In any case, the licence granted under the Contract is to be understood as (i) non-exclusive, (ii) subject to a fee, (iii) revocable, (iv) non-sublicensable, non-assignable or otherwise transferable to third parties for any reason without the prior written consent of K-Sport, (v) valid only for the duration of the Agreement or the shorter duration specified therein, and (vi) limited to the uses specified therein for lawful purposes within the scope of the Customer's professional activity, to access the licensed materials exclusively in connection with the Hardware and solely for the purposes of the Customer's internal operations (e.g. analysis, performance and training). The Licensed Materials shall remain the property of K-SPORT at all times, and K-SPORT hereby retains all intellectual property and other proprietary rights in the Licensed Materials. The Customer shall not allow the use of the usernames/passwords of the Licensed Materials to persons other than the Customer's Employees. The Customer acknowledges and agrees that no further licences are granted or transferred except as expressly stated and that in no event shall the Agreement be construed or interpreted as granting or conferring any express or implied licence or right of use.

The Licensed Materials may not be copied, reproduced, retransmitted, sold, licensed, distributed or decoded in any way. Upon expiry of the term of the Agreement or in the event of early termination of the Agreement, the Licensee's licence to access the Licensed Materials shall cease.

The Materials are licensed for the exclusive use of the Customer, including through its Employees. The Customer assumes all responsibility towards K-Sport and its affiliates for any use by third parties who have gained access to the Materials through the Customer.

The additional licence and usage conditions for the Software and Materials contained in the General Conditions (EULA) are fully referenced and applicable.

B. Sale, operational lease or loan of hardware and software licence. K-Sport sells and the Customer acquires the Hardware as described in the contract. The Customer shall be deemed the owner of the hardware, in the case of sale, once K-Sport has received the full amount of the payment. In any other case other than a definitive sale, such as a loan or operational rental, the Customer undertakes to return the goods at the end of the contract. The customer may redeem the goods granted on loan or operational lease by agreeing the price with K-Sport and under the conditions of sale.

Where and to the extent that equipment is provided on a loan or operating lease basis as indicated in an Order:

K-Sport shall make the equipment available to the user and grant them the right to use it during the Period of Validity. Ownership and title to the equipment shall remain with K-Sport at all times (and shall not be transferred to the user); and the customer shall:

- keep the Equipment in good condition and repair it (except for normal wear and tear);
- keep the Equipment in safe custody and under their possession or control at all times;
- notify K-Sport within 24 hours of becoming aware of the loss, theft, damage or destruction of any Equipment, or its unusability;



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Without the written consent of K-sport, both during and after the Term, the Customer may not sell, transfer, lend, sublicense, encumber or allow persons other than its own Personnel to use the Equipment in any way (or attempt to do so);

Where and to the extent that the Equipment is provided to you on a prepaid purchase basis under an Order:

- title and ownership of the Equipment shall remain with K-sport (and shall not pass to you) until the first of the following conditions occurs: (i) full payment for the Equipment by you to K-sport; and (ii) the termination or expiry of this agreement (for any reason);
- until ownership of any Equipment is transferred to the user in accordance with clause K-sport reserves the right to modify any Goods in question and the user holds the Goods in question as a trustee and custodian of K-sport and must ensure that the Goods in question are clearly identifiable as the property of K-sport and are properly stored and protected and remain fully insured.

C. **Hardware Warranty.** The warranty for the Hardware shall be provided by K-SPORT. The warranty for the Hardware extends for two years from the date of sale or for the entire duration of the operating lease or loan for use. The warranty only covers problems that occur in relation to electronic component failures but does not cover problems arising from improper use/maintenance/storage of the system as indicated in the warranty conditions attached to the contract. Details of the warranties and limitations of use and misuse are contained in the document "**HW and clothing warranty**" valid on the date of signing the Contract and which is intended to be referred to in its entirety.

3. **Economic and commercial conditions**

A. **Payment obligations and interest in the event of late payment**

In consideration of the rights and licence granted to the Customer in relation to the Licensed Material and the sale of hardware for the duration of the contract, the Customer shall pay K-Sport a total amount for the entire duration of the contract, as set out in the contract, excluding VAT, taxes, customs duties and shipping costs. In the event of failure to pay or delay in payment of any sum due under the Contract, interest on arrears shall automatically apply to the sums due in accordance with Legislative Decree 231/2002 without the need for prior notice of default or formal communications of any kind.

B. **Early termination.** In the event of early termination by the Customer, in relation to the special economic conditions reserved, the Customer shall be required to pay the total balance of the remaining amounts provided for in the agreement. The Customer acknowledges and accepts that all payment obligations under the contract shall remain in force and must be complied with in full, regardless of early withdrawal. Any amounts already paid shall not be refunded and shall be counted as part of the total balance due.



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C. Suspension of service for non-payment. In the event of late payment, the conditions set out in the General Terms and Conditions (EULA), which form an integral part of the Contract, shall apply to the SW.

D. Exclusivity Conditions. During the term of the contract, the customer shall exclusively use K-Sport Hardware products, meaning only wearable systems designed to track external load, and shall not use competing products in any way.

4. Duration of the Contract

A. The start and end dates are specified in the Contract.

5. Processing of personal data

The Parties acknowledge that, in the context of the performance of the Contract, personal data may be processed. To this end, please refer to **the attached "Data Protection Policy"** for all relevant **information – Information pursuant to Article 13 of EU Regulation No. 2016/679 General Data Protection Regulation ("GDPR")**, which forms an integral and substantial part of this Contract, as well as Article 18 (*Processing of Personal Data*) of the General Terms and Conditions (EULA) of the Contract.

6. Appointment as Data Processor

The parties acknowledge and agree that by entering into the Agreement, the Customer appoints the Licensee as **data processor** in accordance with the terms and conditions set out in **the "Appointment of Data Processor"**, drawn up in accordance **with Art. 28 of EU Regulation 2016/679 (GDPR)**, which forms an integral and substantial part of this Agreement.

According to this annex, the **Customer is the Data Controller**, while **K-Sport** assumes the role of **Data Processor**, undertaking to process personal data exclusively for the agreed purposes and in accordance with the instructions provided by the Data Controller.

7. Other applicable terms

A. Applicable law and jurisdiction. The law applicable to the Contract and the exclusive jurisdiction for any disputes that may arise between the Parties are indicated in Article 19 of the General Terms and Conditions (EULA).

B. Necessary consents and licences. The Customer declares and guarantees that it is solely responsible for obtaining any prior written consents (including the consents of athletes), licences or authorisations that may be necessary to:

- (a) allow the Customer to collect and process data using the Hardware and Software;
- (b) allow K-Sport to use the data in order to fulfil its obligations under this Agreement; and
- (c) enable the Customer to use the Licensed Materials as provided for in this Agreement.



Date	Version
14 October 2025	1.0