

DOMESTIC AND INTERNATIONAL GENERAL CONDITIONS OF SALE OF TRANSMATIC S.R.L.'s PRODUCTS

1 – Scope –

- 1.1 These General Conditions of Sale of Machine Tools (hereinafter the “General Conditions”) govern, unless otherwise provided for by the contract, the sales terms and conditions of any machine tool together with any accessory provided therewith when sold, either at a national or international level, marketed by TRANSMATIC (hereinafter “TRANSMATIC” and/or the “Seller”). TRANSMATIC retains the right to make changes to these General Conditions, which shall be made accessible to Buyer via means similar employed to those used herefor.
- 1.2 These “General Conditions” are published and open to consultation on the website WWW.TRANSMATICSRL.COM and apply to any machinery supply contract entered into between Transmatic and Buyer (hereinafter also the “Client”), of which they constitute and integral and substantial part and they are considered to be fully known and accepted by Buyer, even by means of mere acceptance by conduct, irrespective of any explicit written acceptance by such Buyer.
- 1.3 These “General Conditions” fully supersede and replace TRANSMATIC’s previous General Conditions of Sale of Machine Tools.
- 1.4 Any General Conditions of Purchase of Buyer shall not apply, even partially, unless specifically accepted in writing by TRANSMATIC. The execution of Buyer’s purchase order does not imply, under any circumstance, acceptance of Buyer’s General or Specific Conditions of Purchase.
- 1.5 Any derogation and/or amendment to these general conditions shall only be valid if agreed to in writing by the parties, without prejudice to those provisions which have not been amended or excepted.

2 – Order and execution of contract –

- 2.1. Unless otherwise agreed, any supply order of machinery sent by Buyer is subject to the written approval of TRANSMATIC. Any verbal communication is null and void. The purchase contract shall therefore be deemed concluded upon receipt by the Client of the related order confirmation (hereinafter, the “Confirmation Order”) sent by TRANSMATIC, which the Client shall sign and return to TRANSMATIC. The Confirmation Order includes a technical description of the machinery and/or of any purchased accessories, all the price and

delivery conditions, together with all the final and binding provisions of the contract. Therefore, consumables aimed at the operational part and/or any other goods which may be depicted in advertising brochures of the sold products are excluded. Unless otherwise agreed upon, any quotation sent by TRANSMATIC shall not constitute contract proposals but a mere invitation to the Client to place an order.

These General Conditions, duly signed for acceptance at the bottom, (and initialled on every single page) shall be transmitted to Seller simultaneously with the transmission of any Purchase order; such document will then form an integral part of the contract. The contract shall however be deemed concluded if TRANSMATIC performs its obligation by means of mere conduct.

- 2.2 The supply order sent by the Client shall not bind TRANSMATIC until its acceptance pursuant to the provisions under art. 2.1 and shall be only deemed as irrevocable offer under art. 1329 Italian Civil Code, which shall be effective for a period of fifteen days commencing upon receipt thereof by Seller. The supply order placed by the Client is however irrevocable and may not be revoked and/or modified without prior written consent. The contracts shall be deemed fully concluded upon specific confirmation by Transmatic of the Order placed by Buyer, jointly with these General Conditions, duly signed for acceptance. Transmatic retains the right to consider as never having been received any Order which is not accompanied by these General Conditions duly signed.
- 2.3 The technical description attached to the offer and those set forth in the catalogues are to be considered as indicative only. TRANSMATIC retains the right to make any changes, subject to prior notice to Buyer, which it deems necessary due to the technological development or in order to update the product or the offered materials to any technical element which came to the knowledge of its technical office only after the preparation of the offer
- 2.4 If Buyer intends to apply for loans or leasing finance to buy the machine tools, the contract, unless otherwise agreed upon in writing, shall not be subject to the obtaining of such loan or leasing and shall be fully binding for the Parties. Buyer, therefore, shall be bound to directly pay the consideration upon notice of machine ready to be delivered.

3 - Delivery -

- 3.1 Delivery terms, intended in working weeks or days or in exact calendar dates, as provided for by the Confirmation Order, are never binding for Seller and are to be considered as

indicative only and not substantial.

Under no circumstances, shall TRANSMATIC be held responsible for any losses, direct and/or indirect of any nature, incurred by Buyer due to failure to deliver the goods by the delivery dates, if any; nor shall such delays in delivery entitle Buyer to cancel or modify the order or to postpone the payments.

3.2 Delivery terms shall run from the execution date of the Contract or on any other date agreed upon in writing by the Parties. If Buyer is required to pay part of the price as an advance or is required to provide appropriate guarantees in order to ensure the proper performance of the contract, delivery terms shall commence from such payment or from the issuance thereof.

Delivery terms may, however, be interrupted or suspended upon the occurrence of any of the following:

- a) accident and/or force majeure and/or any other circumstance not related to TRANSMATIC's fault or gross negligence such as, including but not limited to, strikes, industrial actions, lock-outs, fires, floods, pandemics, unexpected business difficulties, unexpected lack of raw material and/or energy;
- b) impediments, delay in or failure to deliver raw materials by any TRANSMATIC supplier, due to events not attributable thereto;
- c) client's failure in promptly providing any requested instruction and/or in completing, within the given timeframe, any specific parts and/or components to be installed in the purchased goods and/or technical and/or data sheets which TRANSMATIC considers crucial for the installation and/or the assembly of the purchased products;
- d) failure by Buyer to pay any advance or deposit sum or, however, the agreed consideration by the due dates;
- e) any modification to the supply order by the client, even if accepted by Seller.

Delivery terms shall run again from scratch beginning from the day after the removal of the reason which bring about suspension or interruption.

As of the time of delivery, Buyer shall bear all the risks, together with any custody, maintenance or insurance expenses, without TRANSMATIC being bound to do likewise. Therefore, all the risks shall be borne by Buyer.

3.3 Shipping and delivery are always at Buyer's risk and liability. Delivery will be ex-works pursuant to Incoterms at Transmatic's headquarters. Should Buyer fail to provide prompt instructions in writing, Transmatic shall arrange the shipping as it deems opportune, also availing itself of third-party companies.

3.4 Should any seizure, protest, foreclosure and/or, more in general, any act adversely affecting Buyer's solvability and, therefore,

jeopardizing the payment under the agreed terms and conditions emerge, TRANSMATIC shall, at its own discretion, suspend the delivery and the performance of the contract pursuant to art. 1461 Italian Civil Code until Buyer offers suitable collateral.

4 - Suspension in the performance of the contract

4.1 Seller may suspend the performance of the contract if the financial situation of Buyer seriously jeopardizes payments, unless Buyer issues such securities which Seller, at its own discretion, should deem to be suitable.

4.2 Seller shall be entitled to suspend the performance of this Contract until Buyer promptly provides securities, considered to be suitable by Seller, to ensure the fulfilment of its obligations hereto, upon the occurrence of any of the following:

- a. Buyer fails to provide Seller with anything required to duly satisfy the order;
- b. if Buyer fails to pay any sum due as advance or any sum at the due date agreed upon or fails to issue collateral by the due date;
- c. insolvency of Buyer;
- d. failure by Buyer to perform its obligations toward third parties;
- e. seizure, protest, foreclosure and/or, more in general, any act adversely affecting Buyer's solvability and, therefore, jeopardizing the payment under the terms and conditions agreed upon;
- f. Buyer declares bankruptcy or become subject to any similar insolvency procedure
- g. Buyer fails to obtain the loan or the leasing arrangement to purchase the machinery within the agreed timeframe.

4.3 In the event Seller intends to avail itself of the right to suspend the performance of the contract, it shall then inform Buyer in writing by means of telefax, registered mail or certified email or, however, by means of an instrument which permits Buyer to be aware of such suspension

4.4 Upon occurrence of one or more of the cases under art. 4.1 or 4.2 and if Buyer fails to promptly issue a proper collateral to secure the performance of its contractual obligation, such failure shall entitle Seller to exercise the express termination clause provided for by art. 13 herein.

5 - Custody -

5.1 As of the delivery date, even if occurred for consignment or on approval of the machinery or of a single component thereof, if the delivery takes place at a later date, Buyer shall bear all the charges related to storage of the delivered good, bearing also the responsibility for any damage which may occur to third parties.

5.2 After the delivery of the products, Buyer is

prohibited to use the machine before the testing and commissioning operations. Should this happen, the warranty shall be deemed for forfeited, without prejudice to Seller's right to claim for damages.

6 - Packaging -

Packaging expenses are not included in the offered price and shall be charged on the invoice. Packaging will not be accepted in return and any disposal expenses thereof shall be fully borne by Buyer.

7 - Warranties -

7.1 Warranty purpose

TRANSMATIC ensures the proper mechanical functioning of the supplied machinery and the absence of flaws and defects in material, design and production for a period of 24 (twenty-four) months commencing from the testing and commissioning date.

Warranty consists of repairing or replacing, free of charge, in whole or in part, any machine's component which, at Seller's own discretion, may result defective for lack of conformity in materials or production. Any Transmatic employee travel expenses, any shipping and transportation costs together with any spare part and labour cost shall be excluded.

7.2 Warranty conditions

In any event, in order for the warranty to be valid, the following conditions shall be met:

- a) any accessories and consumables installed on the machinery must be compatible, and correctly installed;
- b) the preventive maintenance of the machine must have been duly performed when due in accordance with the technical manual provided by Transmatic and carried out by qualified personnel;
- c) the client is compliant with the payment of the purchase price.

It is understood that warranty shall be deemed forfeited in the event of shocks or knocks caused by misuse of the machinery.

Upon execution of the sales contract, Buyer represents that it is aware of any legal restraintment or safety standard related to the usage of the ordered goods, including any disparity from the applicable derogable CE provisions.

Under penalty of forfeiture of the warranty as above described, Buyer shall deliver a written complaint of any flaws and/or defects within 8 (eight) days of discovery if latent defects and within 8 (eight) days of delivery if apparent defects. Replacements and repair work shall be carried out by TRANSMATIC or by a third-party company provided by TRANSMATIC within a reasonable required time. It is understood that Transmatic shall be held free of any and all responsibility and that Buyer shall waive in advance any claim for direct and indirect damages and costs, including those

arising from the temporary lack of use of the purchased goods for the duration of repair. Any necessary investigation shall be carried out by TRANSMATIC trusted personnel, whose tasks Buyer shall facilitate.

7.3 Forfeiture of the warranty

The client shall forsake its warranty rights upon the occurrence of any of the following:

- (1) failure to comply with the terms and conditions provided for under clause 7 hereof;
- (2) in the event of improper usage or modification of the machine or if such machine has been returned dismantled without Seller's authorization;
- (3) if the machine has been tampered with;
- (4) any other cases provided for by the Contract;
- (5) in the event of a breach by Buyer of any contractual obligation herein and, in particular, if Buyer breaches any payment obligation provided for herein.

Warranty shall also be deemed forfeited in the event of noncompliance with the contract by Buyer and if it carries out modifications or repairs which had not been authorized in writing by TRANSMATIC or performed by personnel which had not been authorized in writing by TRANSMATIC.

7.4 Warranty restrictions

Seller may not be held liable regarding the choice of goods made by Buyer and, therefore, no claims for damages may be brought arising from such choice.

The warranty granted by TRANSMATIC and its liability shall not extend, under any circumstances to:

- a) physical and/or property damage caused by a defective machine during its usage if the flaw is attributable, even indirectly, to designs, projects, information, software, documents, instructions, materials, semi-finished, components or other tangible goods provided, chosen or required by Buyer or by third parties acting, for any purpose, on behalf thereof.
- b) physical and/or property damage caused by a defective machine during its usage, if Buyer used it without having carried out, or having a third party do so, all and any controls and tests which were required due to the design, usage and desired result (in particular, warranty is excluded if the following conditions are not met: (i) tools must be balanced and (ii) the preventive maintenance must be performed at the deadlines set forth by the manual);
- c) any breach of the applicable law and regulation in the field of safety, CE compatibility, or to any physical and/or property damage, both direct and indirect, caused by the usage of any goods supplied by TRANSMATIC in contrast to any applicable

law in such field and/or to the operating specifications.

d) components of goods which, by their nature and usage, are subject to natural wear and tear;

e) faults or breakages due to natural wear or improper use, carelessness, negligence, misuse, unsuitable lubricants, over or improper exploitation of the purchased good.

Seller shall not be liable, under any circumstances, for any further warranties granted to Buyer by third parties.

7.5 Exclusion of liability

Seller shall not be held liable, under any circumstance, for direct or indirect damage claimed by Buyer caused by flaws or defects of the supplied machine without exception, such as - including but not limited to - loss of production costs, machine downtime, failure to reach profit and/or revenues, loss of revenues, third-party claims.

8 - Claims and complaints

8.1 Any claim and complaint by Buyer regarding the purchased machine shall be sent to TRANSMATIC by means of registered mail or certified email pursuant to the terms provided for by these General Conditions.

Any complaint regarding a single machine supply shall not have any effect on the rest of the order nor on the payment of any other supply already received and undisputed.

Any loss or damage related to shipping and/or transportation (i.e. deficiencies, tampering and/or other indications of damage) shall be immediately noticed in writing to the carrier, under penalty of forfeiture, indicating in the transportation documents that the goods are accepted subject to reserve, specifying the grounds of such reserve.

8.2 Any claim regarding losses or damage caused by shipping and/or transportation (i.e. deficiencies, tampering and/or other indications of damage) together with a copy of the transportation documents subject to acceptance, shall be communicated in writing to Seller, by means of email at Seller's email address or by means of telefax, by and no later than 5 (five) days of delivery.

8.3 Any claim regarding losses or damage caused by shipping and/or transportation shall be only taken into consideration by Seller if Buyer, or the consignee, indicated in the transportation documents that the goods were accepted under reserve, specifying and detailing such reserves with regard to the apparent conditions of the machine or its packaging. Vague reserves shall not be deemed valid.

8.4 Any complaint received in a way differing from those provided for under the terms and conditions herein shall not be taken into consideration and, therefore, the supplied Products shall be deemed as having been fully accepted.

9 - Testing -

9.1 The functional testing of the purchased machine, where required/due, shall be conducted pursuant to the technical indications provided with the commissioning document and shall be carried out, in any case, within 15 (fifteen) days of delivery. Buyer, however, is prohibited from using the machine in the absence of a positive-resulting test conducted by TRANSMATIC's personnel; any consequence deriving from an improper use of the machine shall be borne by Buyer, with forfeiture of the warranty and without prejudice to the right to claim for damages.

9.2 In the event of a groundless refusal by Buyer to sign the positive-resulting test report, TRANSMATIC shall be entitled to legally terminate the agreement pursuant to the provisions under art. 1456 Italian Civil Code, with Buyer being bound to make the machine available to TRANSMATIC for retrieval operations. Failure to return the machine or any refusal to allow TRANSMATIC personnel to retrieve the machine shall bring about the application of a penalty of € 1.000,00 (one thousand) for each day of delay, without prejudice to the right to claim for further damages.

10 - Technical documentation -

10.1 Any technical documentation handed to the Client shall remain in the full ownership of TRANSMATIC and shall not be used or transferred to third parties, even free of charge, under any circumstances.

11 - Assembly -

11.1 If, during the commissioning phases of the machine after the testing, Buyer requires assistance or if the Client bought an hourly-based training package, TRANSMATIC shall make its qualified personnel available to Buyer under the conditions laid down in the contracts. Buyer shall allow such personnel to carry out its tasks on a continuous basis, providing all the required unskilled labour, assistance and tools. In addition, it shall provide a suitable room to store materials and tools which shall be considered deposited with the Client.

12 - Technical assistance -

Any other intervention request excluded from the warranty pursuant to the abovementioned provisions shall be governed by a specific order or by the Technical assistance and provision of spare parts General Conditions published on the website www.transmaticsrl.com.

13 - Prices -

13.1 Unless otherwise agreed in writing, prices are quoted in Euro. Failure or delay in payment within the agreed terms shall bring about application of default interests at the rate provided for by art. 5 Legislative Decree

231/2002, payable from the day following the due payment date, without prejudice to the right to claim for any further damages. Should the Parties fail to agree on any payment term, art 4 Legislative Decree 231/2002 shall apply.

13.2 It is understood that any deferred payment and/or the renewal of any issued credit instrument and/or the recall, upon client's request, of any already collected instrument shall not constitute in any way a novation of the contractual relationship but mere tolerance by TRANSMATIC s.r.l. and shall not exclude the accrual of default interests at the rate set forth under art. 13.1 hereabove.

13.3 Unless otherwise agreed, any advance payment made upon execution of the contract shall be retained by TRANSMATIC Italia as a confirmation deposit pursuant to the provisions under art. 1385 Italian Civil Code. In the event of compliant performance of the contract, such sums will be deducted from the purchase price; on the contrary, should Buyer fail to comply with the contract, TRANSMATIC shall be entitled to terminate the agreement holding the deposit, without prejudice to the right to claim for any further damages.

13.4 For no reason and under no circumstances shall Buyer suspend and/or postpone the payment of the consideration agreed upon, not even in the event of any dispute and/or claim related to any flaws and/or defects of the supplied goods.

13.5 The Client shall not offset TRANSMATIC claims with any counterclaims, related to the supply, without the written consent of Seller.

14 - Reservation of title -

14.1 Pursuant to art. 1523 et seq. Italian Civil Code, TRANSMATIC shall reserve ownership of the supplied products until complete payment of the consideration due. Such retention of title applies both in the case of payment by instalments and of payment, in whole and/or in part, deferred past the delivery date.

14.2 All risks related to the sale shall be borne by Buyer from the time of delivery; Buyer shall therefore protect the assets and ensure their preservation and maintenance in the interest of Seller until the transfer of ownership which will occur upon complete payment of the agreed consideration. In particular, Buyer shall not sell, give, pledge, or move the supplied assets, allow same to be seized or confiscated, without declaring Seller to be holder of title and without immediately informing the latter by means of registered mail or other instruments allowing evidence of actual receipt.

14.3 TRANSMATIC Italia retains the right to register at its own expense such retention of title agreement pursuant to art. 1524 Italian Civil Code.

14.4 In the event of early termination of the sales contract due to Buyer's failure to comply, any

paid instalment and/or the portion of the consideration already paid shall be held by TRANSMATIC as compensation pursuant to art. 1526, paragraph 2, Italian Civil Code, without prejudice to the right to claim for any further damages.

15 - Payments -

15.1 Payments shall be made net of any costs, discounts or taxes, directly to TRANSMATIC's domicile by the established deadlines. In the event of payment of bills, unless otherwise agreed, Buyer shall bear all the discounting interest and stamp costs. Any other contractual exception raised by Buyer with regard to an alleged failure of TRANSMATIC to comply or to any redhibitory defect of the supplied machine shall not entitle Buyer to avoid the payment as due under the agreement or to take legal action or make claims before the complete payment of the due amount.

15.2 All payments shall be made to Seller by means of bank transfer (or by means of an alternative instrument established in the Offer or the Order or in the Order acceptance) and shall be only made by the natural or legal person in the Order or in the Offer or in the invoice, unless otherwise agreed in writing with Transmatic.

In any case, Transmatic reserves the right to refuse, at its own discretion, any payment made by third parties, other than Buyer, and/or not previously authorised in accordance with this clause.

15.3 In the event of payment from abroad, any money transfer expenses from the foreign bank to the Italian one shall be entirely borne by Buyer.

15.4 If the Order or the Offer provides for payment by means of cash orders, Seller shall issue collection orders for the amounts and deadlines agreed upon. Such cash orders shall be operated by the bank (member of the cash order circuit) indicated by Buyer.

15.5 If the sales contracts deriving from Orders/Offer entered into by the parties exclude (pursuant to art. 1523 and 1524 Italian Civil Code) the so called "Retention of title" set forth in art. 14 herein and an instalment payment is agreed, failure to pay even only one of such instalments shall result in the operation of the acceleration clause, in the immediate termination of the relationships between the parties and Seller shall have the right to take any legal action against Buyer for the collection of the entire remaining receivable. In such situation, any instalment already paid by Buyer shall be held by Seller as advance payment of the agreed consideration, without prejudice to the right to claim for any further damages.

15.6 Notwithstanding the foregoing, any delay in

payments, together with any situation, fact or evidence indicating that Buyer has become, or is likely to become, unable to meet its normal obligations shall entitle Seller to suspend any ongoing supply to Buyer.

15.7 Seller shall not be held responsible for any damage or negative consequence arising from the supply suspension and/or Product delivery.

16 - Assignment -

16.1 Buyer hereby accepts and raises no objection to the fact that Seller may assign this Contract to third parties or any receivables resulting therefrom.

16.2 If an assignment is carried out, Buyer hereby accepts that installation and maintenance shall be carried out by the assignee or by a subject authorized by such assignee, without raising any objection.

16.3 Buyer may not assign the contract without the written consent of TRANSMATIC.

17 - Express termination clause -

17.1 This Contract shall be legally terminated, pursuant to art. 1456 Italian Civil Code, by virtue of a mere written representation by Seller that it intends to avail itself of the express termination clause herein, upon the occurrence of any of the following:

(1) upon occurrence of one or more of the cases under art. 4.1 or 4.2 and Buyer did not promptly issue any proper collateral, in Seller's sole judgement, to secure the performance of its contractual obligation or the issuance came belatedly;

(2) if Buyer fails to provide the collateral agreed upon during execution of the contract or such provision comes belatedly;

(3) voluntary winding up of Buyer or its declaring bankruptcy or becoming subject to any similar insolvency procedure;

(4) if Buyer fails to pay the consideration or the advance payment or the deposit or two subsequent instalments;

(5) groundless refusal by Buyer to sign the positive-resulting test report, pursuant to art. 9.2 hereabove.

18 - Early termination -

18.1 Seller shall have the exclusive right to early termination of the contract with immediate effect if, prior to commencing production:

(1) situations, facts or evidences indicating that Buyer has become or is likely to become unable to meet its normal obligations arise, also on the basis of the cases set forth in art. 4.1 and 4.2 herein and Buyer, in spite of being requested to do so by Seller, refuses to make an advance payment and/or to issue a suitable collateral, at Seller's own discretion;

(2) Buyer reduces the collateral issued upon stipulation of the contract or during performance thereof.

18.2 The exercise of the termination right herein shall not entitle Buyer to any compensation

and/or damages.

18.3 The termination right herein shall be exercised by Seller by notice given in writing by means of telefax, certified email or registered mail and shall be effective upon receipt thereof by Buyer.

19 - Jurisdiction -

19.1 All disputes arising out of or in connection with the sales contract, its construction and/or implementation shall be exclusively brought before the Court of Milan, with explicit exclusion of any other competing jurisdiction; such exclusive jurisdiction shall not be derogated, even in the case of subjective consolidation of disputes.

20 - Applicable law

20.1 These General Conditions, Orders and Offers together with any agreement entered into by the Parties shall be explicitly governed in accordance with Italian law and Italian jurisdiction, hereby expressly excluding any Convention and/or European Regulation and, in particular, the United Nation Convention on contract for the International Sale of Goods (Vienna Convention dated 11.04.1980) and the private international law provisions.

21 - Data protection

Any personal data shall be processed under the legal grounds provided for by the sales contract. The information to be provided regarding the processing of data may be consulted on Seller's website www.transmaticsrl.com.

The Parties represent, pursuant to art. 13 EU Regulation 679/2016 so called GDPR, that they have reciprocally informed each other about the use of personal data which shall be processed within the scope of the processing required under the related contracts and to fulfil accounting and tax obligations, by automated or manual means, for the sole purpose of performing the agreements.

The parties also represent that any supplied data is accurate and true, therefore holding each other free of any liability for any material mistakes or compilation errors or any mistakes deriving from an inaccurate filing in paper or electronic databases.

Pursuant to the provisions under Legislative Decree 196/2003, as amended, and GDPR, such processing shall be carried out in accordance with the principles of lawfulness, fairness and transparency and in compliance with the security measures.

In order to exercise the rights provided for by art. 15 to 22 GDPR, each Party may, at any moment, address to the other Party's offices using the contact details set forth herein.

22 - Final clauses -

22.1 These General Conditions, by the express will of Buyer and Seller, govern, constituting an integral and substantial part

thereof, any subsequent agreement deriving from any single Order/Offer or from any other instrument entered into by the Parties and shall prevail over any provision to the contrary provided by Buyer in its purchase conditions, order confirmations, acceptances of order, invoices or other commercial document, unless expressly waived by specific provisions entered into in writing by the Parties with a subsequent and autonomous instrument.

22.2 Upon explicit acceptance of Orders and/or Offers and/or upon subscription of the General Conditions herein, Buyer agrees to all the provisions hereof, representing that it has fully

and specifically read, understood and approved them.

22.3 No failure of Seller to exercise, at any moment, any right provided under one or more clauses of this General Conditions shall be deemed as waiver of such rights, nor shall preclude any further duly exercise thereof.

22.4 Any and all notices between the Parties shall be made by means of registered mail or certified email, using the address provided.