

## TOZZI GREEN S.P.A. GENERAL TERMS AND CONDITIONS

### FOR THE PURCHASE OF GOODS AND/OR SERVICES

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this document, the following terms shall have the following meanings:

**"Goods"**: represents the material items, certifications, declarations and Data Sheets to be delivered by the Supplier in accordance with the Contract and/or all articles, documents and in general everything that represents the result of the Services provided by the Supplier under the respective Contract in any form and by any means, including, for example, but not limited to data, diagrams, drawings, reports and technical specifications;

**"Clauses"**: indicates the clauses of the Tozzi Green S.p.A. General Terms and Conditions.

**"Client"**: means Tozzi Green S.p.A., one of its Subsidiary or Associate Companies that orders the Goods and/or Services from the Supplier;

**"General Terms and Conditions"**: means these General Terms and Conditions for the purchase of Goods and/or Services;

**"Special Terms and Conditions"**: means those clauses generally included in an Order for the purchase of Goods and/or Services by the Client resulting from an agreement between the Parties and derogating from the General Terms and Conditions;

**"Delivery"**: means the delivery of the Goods by the Supplier in accordance with Clause 5.1;

**"Contract"**: the term generally refers to a written contract and/or Order for the purchase of Goods and/or Services by the Client to the Supplier, including any other document sent by the Client to be a part thereof, such as, by way of example, any specification (which shall include any specification of the Supplier which the Client agrees to use or on the basis of which the Client places an Order); the General Terms and Conditions and the Special Terms and Conditions always form an integral part of the Contract;

**"Associate Company"**: means any company that is, either directly or indirectly, subject to significant influence by Tozzi Green S.p.A. pursuant to art. 2359 of the Italian Civil Code;

**"Subsidiary"**: means any company that is, either directly or indirectly, controlled by, or is under the common control of Tozzi Green S.p.A. pursuant to art. 2359 of the Italian Civil Code;

**"Client Data"**: means the data and information, including Personal Data, acquired by the Supplier in preparation for or during the performance of the Contract, whether such data or information relates to the Client, its Subsidiaries or Associate Companies or their clients or suppliers;

**"Personal Data"**: has the meaning given to it by Article 4 of GDPR 679/2016; it basically refers to any data or information concerning an identified or identifiable natural person ("data subject");

**"Intellectual Property Rights"**: means (a) patents, utility models, copyrights, database and trademark rights, trade names, industrial designs, know-how and proposals for invention; (b) and all other intellectual property rights or similar form of global protection;

**"Supplier"**: the party supplying the Goods and/or Services to the Client (or one of its Subsidiaries or Associate Companies) at the relevant Place of Delivery;

**"Force Majeure"**: has the meaning attributed to it in Clause 14;

**"Place of Delivery"**: the warehouse, factory or other premises indicated to the Supplier by the Client for the physical Delivery of the Goods and/or Services, which may also be the property of one of the Subsidiaries or Associate Companies;

**"Order"**: means the Client's order issued to the Supplier for the purchase of Goods and/or Services, including any purchase order issued electronically;

**"Party"**: the Client or the Supplier separately;

**"Parties"**: the Client and the Supplier jointly;

**"Services"**: means the services to be provided by the Supplier in accordance with the Contract;

**"Order Variation"**: a modification of the Order such as to transform, modify, omit, add, or otherwise change the Order or parts thereof.

1.2 In case of discrepancies between the General Terms and Conditions and the Special Terms and Conditions, the latter shall take precedence over the former.

1.3 The titles of the Clauses are included merely for ease of reference and do not affect the interpretation of the General Terms and Conditions.

1.4 The words defined in Clause 1.1 used in the singular will also include the same term in the plural and vice versa.

#### 2. GENERAL PROVISIONS

2.1 The General Terms and Conditions regulate the Contract.

2.2 None of the conditions delivered with or contained in the Supplier's offers, confirmations or acceptances, specifications or similar documents shall form part of the Contract and the Supplier waives any rights it may have to enforce such conditions.

2.3 The Supplier shall accept the Contract either expressly in the form of a written declaration or implicitly by executing the Contract. Even partial performance of the Contract shall be considered as full acceptance.

2.4 Any amendment to the Contract must be agreed in writing and will be included by the Parties in the Special Terms and Conditions.

#### 3. LIABILITY OF SUPPLIER

3.1 The Supplier shall deliver the Goods and/or provide the Services:

3.1.1 in accordance with applicable laws and regulations;

3.1.2 in accordance with the Contract, providing all documentation requested by the Client and in keeping with the Client's instructions;

3.1.3 free from defects, including hidden defects and third-party rights;

3.1.4 fit for the purposes specified in the Contract or, in their absence, fit for the purposes for which such Goods and/or Services would ordinarily be used.

3.2 The Supplier shall ensure that the Goods are packaged in a workmanlike manner and in accordance with industry standards and any applicable law or regulation, in a manner adequate to preserve and protect the Goods and sufficient to permit unloading and inspection in safe conditions at the relevant Place of Delivery.

3.3 If the Client identifies problems related to the quality of the Supplier's Goods or Services, the Client shall notify the Supplier. Without prejudice to any further powers granted by the Client under the Contract, the Client may instruct the Supplier to carry out, at the Supplier's risk and expense, an analysis of the causes of the inadequate quality standards; this analysis shall be carried out and the results shall be reported to the Client within ten (10) calendar days after notification of the quality problems encountered. The Client reserves the right to assess the Supplier (dealt with by the Client's appointed personnel) in response to the results of the analysis of the causes or whenever the Supplier fails to comply with the provisions of this clause. The Supplier shall also proactively keep the Client informed if it is aware of any problems regarding quality standards that may have an impact on the Goods and/or Services and the provisions of this Clause 3.3 shall also apply as if the problem had been notified by the Client.

3.4 The Client may issue Order Variations to the Supplier and the Supplier shall put these Order Variations into effect. If an Order Variation results in an increase or decrease in the cost or time required to perform Services or supply Goods, a fair adjustment in the price and/or delivery time shall be made in writing. Any request by the Supplier for an adjustment under this Clause shall be deemed to be waived unless submitted within thirty (30) calendar days from receipt by the Supplier of the Order Variation.

3.5 The Supplier may not suspend the Delivery of Goods and/or the supply of Services unless the Client requests it to do so.

3.6 The Supplier assumes full and exclusive responsibility for any occupational accident that may occur or illness that may affect its employees and subcontractors in connection with the supply of Goods and/or Services.

3.7 The Supplier shall be solely and exclusively liable for claims and/or legal actions brought by its employees and/or subcontractors and without limitation shall defend, indemnify and hold harmless the Client against claims, proceedings, legal actions, fines, losses, costs, damages, expenses or similar arising out of or in connection with claims and/or legal actions, and violations of laws, rules, codes of ethics, guidelines however defined and other requirements of any government or government agency concerned, applicable to the Supplier, its employees or subcontractors. The Supplier undertakes to appear in court, if requested by the Client, at its own expense, acknowledging its position as sole and exclusive employer, and to provide the Client with all documentation and information required to ensure that the Client's interests are adequately defended in court.

3.8 The Client is authorised to make the payments, or see to it that they are made, due to the Supplier's employees or subcontractors supplying the Goods and/or Services under the Contract in order to avoid legal action, liens or encumbrances. Such payments may be made by retaining amounts owed to the Supplier, by setting them off or otherwise. The Supplier shall provide the support requested by the Client in relation to such payments and shall indemnify the Client against payments made.

#### **4. PAYMENTS AND INVOICING**

4.1 In consideration for the Goods delivered and/or Services provided by the Supplier in accordance with the Contract, the Client shall pay the Supplier the purchase price indicated in the Contract, provided that the invoice meets the requirements established by the Client. Payment shall be made in the country in which the Supplier has its registered office, to a bank account opened in the Supplier's name. The price includes all taxes and duties (other than VAT or equivalent) and all production, manufacturing, storage and packaging costs (including the return of any returnable packaging) relating to any of the Goods or charges applicable to the Services.

4.2 The Supplier shall submit invoices in a verifiable format, in keeping with regulations applicable, generally accepted accounting principles and the specific needs of the Client, containing the following information: the Supplier's name, address and contact person, including contact details; invoice date; invoice number; Order number and Supplier code; Client's address; quantity; specifications for the Goods and/or Services; price (total amount invoiced); currency; amount of tax or VAT; tax code or VAT number; number and/or other customs identification code of the Authorised Economic Operator and/or Authorised Exporter, if applicable; payment terms. The Supplier shall indicate the Order number on all invoices (in particular commercial, pro-forma and customs invoices).

4.3 Invoices shall be sent to the address specified in the Contract.

4.4 The Client shall pay the invoices by bank transfer as agreed with the Supplier in the Special Terms and Conditions.

4.5 Services invoiced on the basis of hourly rates require a written approval of the Supplier's attendance report by the Client. The Supplier shall send a monthly attendance report to the Client for approval in accordance with the Client's instructions, at the latest, accompanying the relevant invoice. The approval of attendance reports cannot be construed as acknowledgement of any request. The Client is not obliged to pay invoices on the basis of attendance reports which have not been approved by the Client in writing.

4.6 The Client reserves the right to offset or withhold payment for Goods and/or Services that are not supplied in accordance with the Contract.

#### **5. DELIVERY OF GOODS, SUPPLY OF SERVICES**

5.1 Unless otherwise agreed in the Contract, the Goods shall be delivered in accordance with INCOTERMS® 2020 indicated in the Special Terms and Conditions.

5.2 The dates and deadlines agreed in writing are binding on the Supplier. Punctual compliance with delivery periods and dates is determined by the date of receipt of the goods by the Client. Apart from cases in which a "Returned to Factory Gate" delivery is established (DAP or DDP Incoterms® 2020), the Supplier shall make the goods available promptly, taking into account the loading and transport schedule to be agreed with the forwarder.

5.3 Services shall be provided at the Place of Delivery.

5.4 In the event that the Supplier delays delivery beyond the agreed terms and delivers the goods to places and subjects other than those indicated by the Client, the latter may refuse to accept the supply and may request full compensation for damage incurred. As an exception to the provisions contained in the second paragraph of art. 1510 of the Italian Civil Code, the Supplier is not released from its obligation to deliver by returning the Goods to the carrier or forwarder. The Supplier shall immediately inform the Client's purchasing department if difficulties are foreseen that may prevent it from delivering or supplying the Goods or Services promptly and to the required quality standard. This will not, however, exempt it from the liability resulting from the delay in the performance of the service.

5.5 The Supplier shall communicate, no later than at the time of acceptance of the Contract, the following minimum information: the number of packages and their contents, the customs tariff codes of the country of delivery, and the countries of origin of all the Goods. For Controlled Goods, the relevant national export control codes should be indicated and, if the Goods and/or Services are subject to US export regulations, the US Export Control Classification Numbers (ECCN) or the International Traffic in Arms Regulations (ITAR) Classification Codes should be

indicated. Evidence of preferential origin as well as declarations of conformity and marks of the country of delivery or destination shall be presented without being expressly requested; certificates of origin on request.

5.6 Goods shall be delivered, and Services provided, during the Client's normal business hours (or during the hours applicable at the Place of Delivery) unless otherwise requested by the Client.

5.7 Upon Delivery, the Supplier (or the forwarder appointed by the Supplier) shall provide the Client with a delivery note and all necessary export and import documents not specified in Clause 5.5. If the Client has approved partial delivery, this delivery note will also include the remainder to be consigned.

5.8 Ownership of the Goods is transferred to the Client upon Delivery. However, if the Goods contain Integrated Software, ownership of such Integrated Software shall not be transferred to the Client, but the Supplier shall grant, or - if applicable - ensure that the third-party owner grants, the Client and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Integrated Software as part of or serving such Goods. For the avoidance of doubt, the Supplier shall have no reservation of title, and the Supplier shall confer valid title to the Goods, free of liens or encumbrances (but the transfer of title and ownership of the Goods to the Client shall not release the said Client from its obligation to pay for the Goods in accordance with the terms of the Contract).

## **6. ACCEPTANCE OF GOODS AND SERVICES**

6.1 Delivery of Goods or provision of Services shall not be deemed to constitute acceptance of such Goods or Services by the Client. The Client (or the Subsidiary/Associate Company at the Place of Delivery) shall be given reasonable time to inspect or test the Goods and/or Services and report any defects to the Supplier. If the defect in the Goods and/or Services was not reasonably detectable during inspection, the Client (or the Subsidiary/Associate Company at the Place of Delivery) shall have a reasonable time (not exceeding six months) to give notice of such defect from the date on which the defect becomes apparent.

6.2 The Parties may agree on a specific acceptance procedure, in which case acceptance shall be subject to a written declaration by the Client (or the Subsidiary/Associate Company at the Place of Delivery). The Supplier shall inform the Client (or the Client's Subsidiary/Associate Company) in advance in writing, within a reasonable period of time, when the Goods and/or Services will be ready for inspection, testing or acceptance.

6.3 The Client may take advantage of each of the remedies envisaged in the Contract and by applicable law for each of the Goods or Services that have been refused.

## **7. DELAYED DELIVERY**

7.1 The Supplier shall deliver the Goods according to the dates or times, and at least in keeping with the delivery time schedules specified in the Contract.

7.2 If the Delivery of Goods or the supply of Services does not respect the agreed delivery date(s), the Client may:

- (i) terminate the Contract, in whole or in part;
- (ii) refuse subsequent consignments of the Goods or supplies of Services;
- (iii) recover from the Supplier the expenses reasonably incurred by the Client (or any Subsidiary/Associate Company incurring damage) in order to obtain substitute Goods and/or Services from another supplier;
- (iv) claim damages for any costs, expenses and penalties however defined incurred by the Client (or any Subsidiary/Associate Company incurring damage) that are attributable to the Supplier's delay;
- (v) demand the penalties agreed in the Contract.

7.3 It is agreed that the Client may choose one or more remedies and the reimbursement of costs or compensation of damages referred to in Clauses 7.2 shall not prevent the Client from claiming other costs or damages under other provisions contained in the Contract.

## **8. WARRANTY AND REMEDIES**

8.1 The Supplier warrants that the Goods and/or Services comply with the Contract, including, without limitation, the Supplier's responsibilities as defined in Clause 3.1.

8.2 The Supplier warrants that the Goods are new and have not been previously used on the date of Delivery and are free from defects during the warranty period.

8.3 The warranty period is twenty-four (24) months from Delivery or as otherwise provided in the Contract.

8.4 In the event of a breach of warranty obligations which has not been remedied within forty-eight (48) hours after receipt of notice from the Client or in the event of a breach of any other obligation under the Contract, the Client shall be entitled to one or all of the following remedies in its own discretion and at the Supplier's expense:

- 8.4.1 to give the Supplier an opportunity to carry out any further work necessary to ensure that the conditions of the Contract are fulfilled and/or to obtain the prompt repair or replacement of the defective Goods and/or Service;
- 8.4.2 to require the Supplier to promptly repair or replace the defective Goods and/or Services;
- 8.4.3 to refuse further Goods and/or Services;
- 8.4.4 to require the Supplier to indemnify and hold harmless the Client for any such damages that the Client may have suffered as a result of the Supplier's breach of Contract;
- 8.4.5 to terminate the Contract and in such a case:
  - 8.4.5.1 the Client shall not be obliged to indemnify the Supplier (including payment for rejected Goods and/or Services); and
  - 8.4.5.2 the Supplier shall, in the Client's discretion, be obliged to return to the Client the payments received from the Client for the Goods and/or Services and/or to take back the Goods at its own expense and risk; and
  - 8.4.5.3 the Client may obtain substitute goods and/or services from an alternative supplier (any additional cost thereby incurred shall be borne by the Supplier).

8.5 In the event of a breach of any warranty, the entire warranty period shall recommence in relation to the defective Goods/Service from the date on which the remedy is completed to the Client's satisfaction.

8.6 The rights and remedies available to the Client and contained in the Contract are cumulative and do not exclude any other rights or remedies envisaged by the law.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 The Supplier grants the Client and its Subsidiaries/Associate Companies, or undertakes to ensure that the Client and its

Subsidiaries/Associate Companies are granted, an irrevocable, non-exclusive, royalty-free license, that may also be transferred or sub-licensed, to use the Intellectual Property Rights over the Goods, including any Integrated Software.

9.2 The Supplier shall specify in writing and prior to Delivery all open-source software implemented or used by the Integrated Software and request the Client's written consent. The Supplier agrees to replace at its own expense any open-source software component rejected by the Client with software of at least the same quality standard and functionality.

9.3 In the event of a claim against the Client (or any Subsidiary/Associate Company) that the Goods and/or Services infringe the Intellectual Property Rights of any third party, the Supplier shall at its own expense, but in the Client's discretion, (i) ensure that the Client, its Subsidiaries/Associate Companies and its clients, as the case may be, obtain the right to continue to use the Goods and/or Services; (ii) modify the Goods and/or Services in such a way that they cease to constitute an infringement; or (iii) replace the Goods and/or Services with equivalents that do not violate any rights. The Client or any Subsidiary/Associate Company shall otherwise have the right to terminate the Contract and demand the return of all sums paid to the Supplier under the Contract.

**10. COMPLIANCE WITH LEGISLATION AND PRINCIPLES - ITALIAN LEGISLATIVE DECREE 231/2001**

10.1 The Supplier shall supply the Goods and/or Services in accordance with all applicable laws, regulations and codes of conduct.

10.2 Any statement made by the Supplier to the Client (either directly or indirectly) in relation to the materials used for or in connection with the Goods and/or Services shall be deemed to be a contractual statement.

10.3 The Supplier represents and warrants full compliance with all applicable laws, regulations, instructions and trade policies, including, inter alia, those aimed at guaranteeing the necessary customs clearance, proof of origin, import/export licenses and exemptions, submitting applications to the competent government agencies and/or providing additional information relating to the supply of services, release or transfer of goods, hardware, software and technology.

10.4 No materials or machinery included in the Goods and/or Services shall originate from companies or countries included in the relevant black lists published by the authorities of the country in which the Goods and/or Services are to be used, or by authorities that otherwise have influence over the machinery or materials making up the Goods and/or Services. If any of the Goods and/or Services are or will be subject to export restrictions, the Supplier shall be responsible for informing the Client promptly (and any of the Client's Subsidiaries/Associate Companies involved) in writing of the details of such restrictions.

10.5 Each Party warrants that it will not make, either directly or indirectly, and that it is not aware that others will make, either directly or indirectly, any payments or gifts or take on commitments for the benefit of its clients, public officials or representatives, directors or employees of one of the Parties, or any other party, in a manner contrary to legislation applicable (including, for example, but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010) and, where applicable, the laws enacted by member and signatory states that implemented the OECD Convention on Combating Bribery of Foreign Public Officials, and that they will comply with all relevant laws, regulations, orders and rules relating to bribery. Nothing contained in the Contract shall cause a Party or any of its Subsidiaries/Associate Companies to be required to reimburse the other Party for any such fees given or promised.

10.6 The Supplier acknowledges and confirms that it has received a copy of the Tozzi Green S.p.A. Code of Conduct or to have been informed on how to access the Client's Codes of Conduct online at <https://www.tozzigreen.com/it/mission-vision-valori/>. The Supplier agrees to perform its contractual obligations under the Client's Codes of Conduct.

10.7 The breach of any of the obligations contained in this Clause 10 shall be deemed a fundamental breach of the Contract and shall entitle the other Party to terminate the Contract with immediate effect, without prejudice to any further rights or remedies envisaged in the Contract or applicable law. Notwithstanding any provision to the contrary in the Contract, the Supplier shall, without limitation, indemnify and hold harmless the Client (and any Subsidiary/Associate Company involved) against any liabilities, damages, costs or expenses incurred as a result of any breach and termination of the Contract or arising from export restrictions concealed by the Supplier.

**11. CONFIDENTIALITY, SECURITY AND DATA PROTECTION**

11.1 The Supplier shall be obliged to treat as strictly confidential the Client's Data and any other information concerning the activity, products and/or technologies of the Client or its Subsidiaries/Associate Companies, that the Supplier obtains in relation to the Goods and/or Services to be supplied (both before and after acceptance of the Contract). The Supplier shall limit the disclosure of this private material to its employees, representatives or subcontractors or other third parties who require knowledge thereof in order to supply Goods and/or Services to the Client. The Supplier shall ensure that such employees, representatives, subcontractors or other third parties are subject to and comply with the same confidentiality obligations as those applying to the Supplier and shall be responsible for any unauthorised disclosure.

11.2 The Supplier shall apply safeguards, appropriate to the type of Client Data to be protected, against unauthorized access or disclosure thereof and shall protect Client Data in accordance with security standards generally accepted in the relevant sector, or in the same manner and to the same extent that it safeguards its own confidential data and exclusive information, whichever standard is higher. The Supplier may disclose confidential information to "Approved Supplementary Recipients" (which means the Supplier's authorized representatives, including auditors, legal advisers and consultants) provided that (i) such information is disclosed only to those who strictly need it and (ii) such Approved Supplementary Recipients enter into a confidentiality agreement with the Supplier subject to terms substantially similar to those set forth herein or, where applicable, are required to comply with codes of professional conduct that ensure the confidentiality of such information. The Supplier shall comply with, and ensure that the Approved Supplementary Recipients comply with, any procedures, internal policies or standards given to the Supplier or any of its Subsidiaries from time to time.

11.3 The Supplier shall not (i) use the Client Data for any purpose other than the supply of Goods and/or Services, or (ii) reproduce the Client Data in whole or in part in any form whatsoever, except as required by the Contract; (iii) disclose the Client Data to any third party, apart from Approved Supplementary Recipients or with the Client's prior written consent.

11.4 The Supplier shall install and update at its own expense anti-virus protection software and operating system security patches required for all computers and software used in connection with the supply of Goods and/or Services.

11.5 The Supplier shall immediately inform the Client (and any Subsidiary/Associate Company involved) of suspected data security breaches or other serious incidents or irregularities concerning the Client Data.

11.6 The Supplier agrees that the Client (and any Subsidiary/Associate Company involved) is permitted to provide information received from the Supplier to the Client's Subsidiaries and third parties.



**11.7 Protection of Personal Data**

11.7.1 If the Client discloses Personal Data to the Supplier, the Supplier shall comply with data protection laws and regulations applicable.

11.7.2 The Supplier shall take the appropriate physical, technical and organisational measures to ensure a level of security for Personal Data appropriate to the respective risk and capable of guaranteeing, on a permanent basis, the confidentiality, integrity, availability and resilience of the processing systems and services.

11.7.3 The Supplier agrees not to deny or delay its consent to any changes to this clause 11 which, in the reasonable opinion of the Client or any of its Subsidiaries, are necessary to comply with any data protection law or regulation and/or guidelines or opinion of any competent supervisory authority and undertakes to implement such changes without further cost to the Client.

11.7.4 The Supplier acknowledges that the processing of Personal Data in accordance with the Contract may require further data processing or data protection agreements to be entered into with the Client or its Subsidiaries. To the extent that such additional agreements are not initially concluded as part of the Contract, the Supplier, its Subsidiaries/Associate Companies or Subcontractors shall, at the Client's request, promptly enter into such agreements, as indicated by the Client and as required as a mandatory measure, by the law or by a competent data protection supervisory authority or other competent authority.

**12. LIABILITY AND INDEMNITY**

12.1 Without prejudice to the mandatory rules of law, the Supplier shall, without any limitation, indemnify/hold harmless the Client and any Subsidiary/Associate Company incurring damage against all liabilities, damages, costs, losses or expenses as a result of the Supplier's breach of Contract. The Supplier shall, without limitation, indemnify/hold harmless the Client and any relevant Subsidiary/Associate Company against any claims made by third parties in connection with the Goods and/or Services, including, but not limited to, any claims that such Goods and/or Services infringe Intellectual Property Rights. If requested by the Client, the Supplier shall defend the Client (or any Subsidiary/Associate Company involved) against any third-party claims.

12.2 The Supplier is responsible for the control and management of all its employees, suppliers and/or subcontractors, and is responsible for their actions or omissions in the same manner as if they were the Supplier's actions or omissions.

12.3 The Supplier shall maintain, and if so, required provide evidence of, an adequate third-party liability insurance policy as well as an accident/employer's liability policy with an insurance company of proven reputation and financial soundness, which shall not, however, relieve the Supplier from its responsibilities towards the Client or a Subsidiary/Associate Company. The amount insured shall not be regarded as a limitation of liability.

12.4 The Client reserves the right to offset any claims under the Contract against any other amounts due to the Supplier.

**13. WITHDRAWAL AND TERMINATION**

13.1 The Client may terminate the Contract in whole or in part by giving the Supplier thirty (30) calendar days' prior written notice. In this case, the Client shall pay the Supplier the value of the Goods and/or Services delivered but not yet paid for (provided that such Goods and/or Services conform in any case to the Contract), together with the proven direct costs reasonably incurred by the Supplier for the undelivered and unpaid Goods and/or Services, which may not however, under any circumstances, exceed the purchase price for the Goods and/or Services agreed in the Contract. No further compensation shall be due to the Supplier.

13.2 The breach of the Contract by the Supplier shall entitle the Client to terminate the Contract in accordance with Clause 8.4.

13.3 The Client may terminate the Contract immediately by written notice in the following circumstances (i) if a petition for bankruptcy/insolvency, composition or other creditor or debt restructuring proceedings involving the Supplier's assets is lodged; (ii) the Supplier's assets/financial conditions have profoundly/substantially deteriorated, or are at risk of doing so, thereby compromising its commitment to supply; (iii) the Supplier has become insolvent or is excessively indebted, or interrupts payments to its suppliers; (iv) there is a corporate change in the control of the Supplier's business of which the Client has not been informed.

13.4 In the event that the Supplier performs the supply only partially, the Client has the right to terminate the entire Contract, unless it accepts partial performance.

13.5 If the Client withdraws or terminates the Contract by virtue of the rights of withdrawal and termination referred to in the preceding paragraphs, the Supplier shall compensate the Client for the loss or damage caused, unless the Supplier is not responsible for the withdrawal or termination of the Contract. The rights and actions envisaged by the law shall not be limited by the provisions of this Clause.

**14. FORCE MAJEURE**

14.1 Neither Party (nor any Subsidiary/Associate Company receiving the Goods and/or Services) shall be held liable for any delay or failure to perform its obligations under the Contract if the delay or failure to perform is attributable to an event of "Force Majeure." Force Majeure is defined as an extraordinary event, unforeseeable by the Party concerned (or by the Subsidiary/Associate Company) at the time of performance of the Contract, which is unavoidable and beyond the reasonable control of the Party concerned (or of the Subsidiary/Associate Company), provided that: (i) the Party in question is unable to overcome such event despite all reasonable efforts and (ii) that it sent written notice to the other Party within five (5) calendar days from the date on which the event of Force Majeure arose.

14.2 If an event of Force Majeure persists for more than thirty (30) calendar days, either Party may terminate the Contract with immediate effect by written notice, without incurring any liability in connection therewith. Each Party shall make all reasonable efforts to minimize the effects of an event of Force Majeure.

**15. ASSIGNMENT AND SUBCONTRACTING**

15.1 The Supplier may not assign, novate, transfer, encumber or subcontract the Contract or parts thereof (including any monetary claims against the Client) without the prior written consent of the Client (or the Subsidiary/Associate Company).

15.2 The Client may assign, novate, transfer, encumber, subcontract or in any other way dispose of all or part of the Contract, at any time and on more than one occasion, to its Subsidiaries and Associate Companies or any successor in title who acquires the business branch of any of the companies in the Client's group to which the Contract relates.

**16. NOTICES**

All notices regarding the Contract, duly signed, must be sent by registered letter, certified e-mail, courier, fax or e-mail to the address of the Party concerned, as specified in the Contract, and/or any other address that the Party may have communicated in writing (including Subsidiaries and Associate Companies operating at the relevant Place of Delivery). Communications transmitted by e-mail or fax must be confirmed in writing by the receiving Party. The Supplier's replies, correspondence, information or documentation relating to the Contract must be in the same language as that of the Contract.

**17. WAIVER**

Failure to enforce or implement any clause of the Contract shall not constitute a waiver of that clause and shall not affect the right to enforce the clause or any other clause contained in this document.

**18. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

18.1 The Contract is governed by Italian law. The application of the Hague Convention relating to a uniform law on the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods or other conventions, regulations or other provisions laid down by private international law relating to the law applicable to the sale of goods and/or services, is excluded.

18.2 Where the Client (or one of its Subsidiaries/Associate Companies) and the Supplier have their registered office in Italy, any dispute arising from the Contract, which cannot be settled on an amicable basis, shall be referred to the exclusive jurisdiction of the Court of Bologna.

18.3 Where the Client (or one of its Subsidiaries/Associate Companies) and the Supplier have registered offices in different countries, any dispute arising under the Contract in question, which cannot be settled on an amicable basis, shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) of Rome by an arbitrator appointed in accordance with those Rules. The arbitration will be held at the ICC in Rome (Italy). The proceedings shall be conducted and the award made in the English language.

**19. INVALIDITY OF CLAUSES**

The invalidity or unenforceability of any Contract Clause will not affect the validity or enforceability of the remaining Clauses. The Contract shall be effective as if the void or unenforceable Clause had been replaced by a clause having similar economic effect.

**20. SURVIVAL CLAUSE**

20.1 Those provisions of the Contract which, as expressly provided, are to survive the termination of the said Contract, that is, due to their nature or the relevant context, for which reason it is envisaged that they survive such termination, they shall remain in full force and effect notwithstanding termination.

20.2 The obligations under Clauses 8 (Warranty and Remedies), 9 (Intellectual Property Rights), 11 (Confidentiality, Security and Data Protection) and 12 (Liability and Indemnity) shall remain in force for a period of 10 years and shall survive termination or rescission of the Contract.

**21. ENTIRE AGREEMENT CLAUSE**

21.1 The Contract and any other document included in the Order or in any other agreement (applicable *per relationem*) constitutes the entire agreement between the Parties and replaces any previous agreement regarding its subject matter.

21.2 In the event of inconsistency between the different documents making up the Contract, the following order of precedence shall be applied:

21.2.1 Special Terms and Conditions agreed between the Parties (to the extent that such Special Terms and Conditions derogate from the General Terms and Conditions and are explicitly referred to in the Order);

21.2.2 these General Terms and Conditions;

21.2.3 any technical attachments to the Order other than the General and Special Terms and Conditions.

21.2.4 For the avoidance of doubt, any term and condition stated or referred to in any other document shall not be applicable and shall not form part of any Contract.

**22. RELATIONS BETWEEN THE PARTIES**

22.1 The Parties shall act and deal with each other fully independently, on an arm's length basis, expressly excluding any interpretation of the Contract that creates an agency or employment relationship with the Client (or any Subsidiary and Associate Company) or for the purpose of having any type of relationship with the Client (or any Subsidiary and Associate Company) and the Supplier is not authorised to represent or act as such on behalf of the Client (or any Subsidiary and Associate Company).

22.2 The Contract does not create any form of employment relationship between the Client (or between any Subsidiary and Associate Company) and the Supplier, or between the Client (or any Subsidiary and Associate company) and the Supplier's employees responsible for the performance of the Contract. The Client (or any Subsidiary and Associate Company) shall be relieved of any responsibility regarding the workforce, social security contributions or tax liability of the Supplier and its employees assigned to perform the Contract.

**Signature of Supplier**

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The supplier expressly accepts and approves the following clauses:

Clause 2 - General Provisions;

Clause 3 - Liability of Supplier;

Clause 4 - Payments and invoicing;

Clause 6 - Acceptance;

Clause 8 - Warranty and Remedies;

Clause 10 - Compliance, Integrity;

Clause 12 - Liability and Indemnity;

Clause 13 - Withdrawal and Termination;

Clause 14 - Force Majeure;

Clause 15 - Assignment and Subcontracting;

Clause 18 - Applicable Law and Settlement of Disputes.

**Signature of Supplier**

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