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1. Definitions and Construction

1.1. For the purposes of the provisions of these general terms and conditions of sale and of any special conditions, the terms referred to herein shall have the following meanings:

“Purchaser”: means the party purchasing the Products or Services from the Supplier.

“Affiliate”: means, with respect to a party: the entity or the company that, directly or indirectly (i) controls, (ii) is controlled by, or (iii) is under common control with, such party.

“Authority”: means, with respect to Italian law, any public administration (as referred to in Article 1, paragraph 2 of Legislative Decree no. 165/2001, and identified pursuant to Article 1, paragraph 3 of Law no. 196/2009, as amended from time to time), body governed by public law, association, union, consortium established by the afore-mentioned persons, court or tribunal, as well as any other foreign body similar to the afore-mentioned persons.

“General Terms and Conditions of Sale”: means these terms and conditions.

“Special Terms and Conditions of Sale”: means any special terms and conditions set out with respect to specific Products or Services or otherwise agreed on in writing between the Purchaser and the Supplier.

“Contract”: has the meaning set forth in Article 4.1.

“Consideration”: means the consideration payable by the Purchaser to the Supplier under the Contract.

“Effective Date”: means the date from which the General Terms and Conditions of Sale apply pursuant to Article 2.1(d).


“Intellectual Property Rights”: means any and all industrial and intellectual property rights, whether registered or unregistered, including, without limitation, trademarks and other distinctive signs, patents for invention and utility models, software, drawings and models, as well as any and all applications, licences and/or registrations, renewals, extensions, rights of prior use and priority relating thereto.

“Supplier”: means Goriziane.

“Warranty”: means the warranty granted by the Supplier under Article 11.

“Day”: means any calendar day, unless otherwise specified.

“Confidential Information”: means all information, of whatever nature (commercial, financial, technical, operational, management-related, administrative, legal, etc.) and in whatever form (including, without limitation, reduced to written or oral form, in visual or electronic format, on paper, magnetic or digital medium), including – without limitation – any data, know-how, drawings, models, schemes, formulae, projects, procedures or processes, images, files, archives, databases, software and all source codes of said software, materials, samples of materials, products,

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equipment and all technical and functional specifications of said equipment, of which the Supplier becomes aware before or after the date on which the Order is signed, either directly or indirectly, including through access to any documents and/or goods supplied, as a result of discussions that have been conducted or during the performance of activities connected with, related to or consequent upon, the Order, regardless of whether they have been specifically identified as "confidential", "reserved", "insider-" or "price-sensitive".

“**ITP**”: means the detailed Inspection and Test Plan (if any) as provided for by the Contract.

“**Law**”: means any applicable law or statute, decree, rule or regulation, guideline, order or decision, whether Italian, EU or foreign, regardless of which authority has issued it.

“**Non-Compliance**”: means any non-compliance of the Products or Services with respect to the specifications guaranteed.

“**Offer**”: means any proposal of contract submitted by the Supplier to the Purchaser for the sale of Products and/or the provision of Services.

“**Order**”: means any proposal submitted by the Purchase to the Supplier for the purchase of Products and/or Services.

“**Parties**” means the Purchaser and the Supplier collectively and “**Party**” means either of them.

“**Warranty Period**”: has the meaning set forth in Article 11.2.

“**Products**”: means the Supplier’s products which are the subject of the Contract.

“**Services**”: means the services provided by the Supplier which are the subject of the Contract.


“**Specifications**”: with respect to the Products or their mode of supply, means the technical specifications and any other requirements provided for by the Contract.

1.2. All references contained herein to any laws and statutes of whatever level shall be understood as references to the laws and statutes in force at the time of application of these terms and conditions.

2. General Terms and Conditions of Sale

2.1. These General Terms and Conditions of Sale:

- (a) are the contractual terms applicable to any Supply of Products or Services by the Supplier to the Purchaser;
- (b) shall be deemed to refer to, and to form an integral part of, any and all Offers, Orders and Contracts;
- (c) are identified by a sequential version number;
- (d) are effective from the time they are signed by the Purchaser.

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2.2. With respect to any of the Purchaser's Group Companies and/or any end customers (the "**End Customers**"), it is the Purchaser's responsibility to ensure the enforceability of, and compliance with, the General Terms and Conditions of Sale from time to time in force.

2.3. These General Terms and Conditions of Sale are available on the Supplier's website at www.goriziane.it; any update or amendments thereto shall be effective 5 (five) days after the date of publication on said website, which shall be expressly stated therein. The Purchaser is required to monitor the Supplier's website for any updates or amendments.

3. Scope of Application

3.1. These General Terms and Conditions of Sale apply to any Supply governed by a Contract entered into after the Effective Date.

3.2. Acceptance of the General Terms and Conditions of Sale does not in itself bind the Purchaser to place Orders, nor the Supplier to accept them in the absence of specific obligations to do so.

3.3. The supply relationship is hierarchically governed by:

- (a) mandatory provisions of Law;
- (b) the Contract (including the Specifications and ITP, if any) and any amendments made thereto in accordance with Article 3.4;
- (c) the Special Terms and Conditions of Sale (if any);
- (d) General Terms and Conditions of Sale.
- (e) non-mandatory provisions of Law.

3.4. Any amendments to the Contract must be in writing; amendments made orally or by deeds shall be excluded.


3.5. The enforceability of the Purchaser's general conditions of purchase is in any case excluded.

3.6. Any clause and/or covenant differing from these General Terms and Conditions of Sale shall be deemed as not added and in any case not binding on the Supplier, unless accepted in writing by the Supplier.

4. Contract Formation

4.1. The contract for the sale of the Products or the performance of the Services (the "**Contract**") is entered into and is binding upon the Parties following:


- (a) a written agreement between the Purchaser and the Supplier; or
- (b) the Supplier's acceptance with no modification or qualification of an Order from the Purchaser, or
- (c) the Purchaser's acceptance with no modification or qualification of an Offer from the Supplier.

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- 4.2. Offers, Orders, any covenants differing from these General Terms and Conditions of Sale and the acceptance thereof shall be transmitted in writing.
- 4.3. Offers may be cancelled, revoked or amended by the Supplier at any time prior to receipt of the Purchaser's acceptance.
- 4.4. The cancellation, revocation or amendment of an Offer or Order after the other Party's explicit acceptance thereof shall be ineffective unless accepted by the other Party in writing within 5 (five) working Days of receipt.
- 4.5. If an Offer or Order is not accepted within 30 (thirty) working Days after the receipt thereof, it shall expire without the need for notice.
- 4.6. Acceptance of an Offer or Order containing amendments or qualifications or occurring after the time limits set forth in Article 4.5, constitutes a new proposal and will lead to a new Contract being entered into. This Offer or Order shall be binding upon the other Party only if the other Party expressly accepts it.
- 4.7. All technical, economic or other information, written or oral, discussed during negotiation before the Contract is entered into shall not form an integral part thereof and shall be for the sole purpose of enabling the Parties to better understand the Specifications, the Order or the Contract in general, which supersedes and replaces any previous agreements concerning its subject matter.
- 4.8. Any weight, dimension, thickness, capacity, price, performance, colour and/or other data in the Supplier's brochures, prospectuses, advertisements, pictures, price lists or other documents, as well as the features of the samples and models provided by the Supplier to the Purchaser, shall be for reference only and, as such, shall not be binding unless expressly mentioned in the Supplier's offer or order acknowledgement.
- 4.9. After a Contract is entered into and up to the start of engineering/production, the Purchaser shall have the right to terminate the Contract by giving written notice, and against the payment of 75% of the Consideration due in connection with the Contract, without prejudice to further documented damage (if any). The notice of termination shall not take effect until the amount referred to in this Article 4.9 is credited.

5. Provision of Installation Services

- 5.1. In order to receive proper installation services, the Purchaser, also on behalf of End Customers (if any), on its own responsibility and at its own expense, undertakes: (1) to guarantee adequate safety conditions for the Supplier's technicians and, in particular, to ensure that the equipment and the working environments are perfectly clean and completely free of materials and/or substances potentially dangerous for the technicians in charge of the installation; (2) while service is performed by the Supplier's technicians, to ensure that at least one of its operators is present with sufficient technical expertise and the necessary powers to grant the personal safety of the Supplier's personnel; (3) to draw up a risk prevention plan identifying the risks and the prevention measures already in place as well as those to be implemented, in order to ensure the minimum safety and hygiene conditions envisaged by the Laws in force in the Supplier's and/or End Customer's installation site; the above-mentioned plan and the requirements thereof shall be provided with suitable notice for the Supplier to schedule its service activities; (4) to take charge of the

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preparation and completion of the installation site, including the disposal of waste material, if any, in accordance with the technical documentation provided by the Supplier.

6. Provision of Maintenance and Assistance Services

6.1. The Maintenance and Assistance Services provided by the Supplier include the following:

6.1.1. Preventive Technical Maintenance Service: means periodic technical service aimed at maintaining the perfect functionality and efficiency of the products being serviced. This activity is performed periodically with a pre-determined frequency. The maintenance service schedule will be agreed upon in advance between the Parties.

6.1.2. Remote Technical Support: means technical support by qualified personnel of the Supplier, which is provided remotely with reference to a failure and/or issue and/or malfunction reported by the Purchaser, and/or any need for clarification regarding the correct use of hardware/software components of the supplied system. In such case, the Purchaser shall allow the Supplier's personnel to have and maintain the best possible access to the Products in accordance with the indications set forth by the Supplier. If the Purchaser cannot provide access in the manner specified by the Supplier, the Supplier reserves the right to send its own personnel to the Purchaser's site, and the Purchaser shall then bear the cost of the service so provided, including any transportation, board and lodging expenses incurred by the Supplier's personnel.

6.1.3. On-site Technical Support: means technical support provided at the Purchaser's site by qualified personnel appointed by the Supplier to address a hardware and/or software issue requiring direct action at the Purchaser's site.


6.1.4. Carry-in Technical Support: means technical support provided at the Supplier's premises or other site specified by the Supplier to address an issue which cannot be sorted out at the Purchaser's site. For the support to be provided, the Purchaser shall have the products or the part(s) thereof to be serviced delivered to the Supplier's premises or to any other site specified by the Supplier.

6.1.5. Software Update: means an improved version of a software, although not including major functionality upgrades. Software Updates may be released for the following reasons: removal of programming errors; adaptation to new operating systems and/or new versions of operating systems.

6.1.6. Software Upgrade: means a new version of the software, including a substantial increase in functionality over the previous version, so expanding the project specifications significantly.


6.2. Upon completion of each type of activity, a technician appointed by the Supplier shall issue a service report (the "**Service Report**"), drawn up in duplicate. The Service report shall list, for each device, any issues detected and the corrective actions carried out and/or recommended to ensure and/or restore the Product's operation, as well as any materials used for the service activity.

6.3. For the purposes of the legal and statutory requirements in force and limited to the subject matter of the Supply, the Purchaser and/or the End Customer are identified as the person(s) producing/holding the waste resulting from the Supply of Products and Services, including the packaging thereof. In its quality as the holder of the waste, the Purchaser and/or the End Customer

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are required, on their own responsibility and at their own expense: (1) to identify temporary waste storage areas within the site/facility/premises, providing proper storage containers and clear signage, as well as to grant access thereto to the Supplier's personnel during the installation/maintenance period for the commissioned equipment/facilities; (2) to arrange, on own responsibility and at own expense, directly or through authorized third parties, for waste removal and transportation to authorized disposal/recovery facilities; (3) if required, to fulfil the obligations of keeping loading/unloading registers, issuing waste forms, *RENTRI*-related documents for digital waste tracking and filing the Environmental Declaration Form (*MUD, Modello Unico di Dichiarazione Ambientale*) with the Italian waste agency, in compliance with the regulations in force from time to time; (4) with specific regard to the disposal of filters, to provide the Supplier with instructions on the proper packing of waste resulting from activities under the contract, so that it is properly stored at the production site, as well as to classify the waste by assigning the EWC code and the hazardousness level, if necessary by means of chemical and physical analysis.


- 6.4.** Unless otherwise agreed in writing, the following shall be excluded from the Provision of Maintenance and Support Services: (1) calibrations and/or settings not mentioned in the Contract; (2) repair of damage and/or resolution of malfunctions due to, and originating from, insufficiency or inadequacy of the Purchaser's equipment (e.g. electrical, water, pneumatic, climatic conditioning - HVAC systems or alterations resulting from environmental, climatic or other conditions); (3) repair of damages and/or failures due to servicing activities carried out by unauthorized personnel or caused by neglect, negligence, tampering, disassembly, inability to use, improper and incorrect use of the equipment and/or use deviating from, and/or contrary to, the instructions provided by the Supplier or a Sub-supplier thereof; (4) repair of failures and/or malfunctions resulting from improper installation of the Product, when the installation is to be made by the End User; (5) installation consulting services, convenience checks and any training sessions (the "**Training**"); (6) repair and/or restoration and/or assistance resulting from normal wear and tear of the Product or from use deviating from, and/or contrary to, the instructions provided by the Supplier or a Sub-supplier thereof; (7) modifications to the Product's original state (except those recommended by the manufacturer) and compliance with standards other than those in force on the first test date; (8) restoration of damage caused by fire, imperfect and/or improper condition of the premises where the plants are located, acts of Gods, riots, explosions, war; (9) supply of consumables and/or parts subject to wear and tear other than those recommended by the manufacturer (including, without limitation, filters, daily disposable kits, thermoplastic masks, gloves) and of materials subject to wear and tear and/or ageing (including, without limitation, batteries, accumulators, UPS, cables); (10) costs and expenses related to the removal, handling and/or management, for whatever reason, of radioactive sources and material in general; (11) provision of hardware upgrades; (12) provision of new optional software modules, if any; (13) provision of equipment on a temporary and free-of-charge basis for the time needed for repair/restoration/service; (14) supply of consumables and spare parts, unless specifically stated in the offer; (15) any service activity not specifically envisaged in the Contract.
- 6.5.** In order to receive proper maintenance and assistance service, the Purchaser, also on behalf of End Customer, on its own responsibility and at its own expense, undertakes: (1) to guarantee adequate safety conditions for the Supplier's technicians involved in the provision of the Services and, in particular, make sure that the equipment and working environments are perfectly clean and completely free of materials and/or substances potentially dangerous for the technicians concerned; (2) while service is performed by the Supplier's technicians, to ensure that at least one of its operators is present (3) to draw up a risk prevention plan identifying the risks and the prevention measures already in place as well as those to be implemented, in order to ensure the

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minimum safety and hygiene conditions envisaged by the Laws; the above-mentioned plan and the requirements thereof shall be communicated with suitable notice for the Supplier to schedule its service activities.

7. Supply of Products

- 7.1.** Test material required for the Supply and, where applicable, for the Factory Acceptance Test (the "FAT") to take place shall be detailed in the Contract. The manner and timing of delivery of test material shall be set forth in a document, if any, to be shared for this purpose between the Parties, named the "FAT Procedure". The Purchaser shall send the required quantities of above materials to the Supplier, on a free-of-charge basis. The Purchaser shall send test material in an "as-new" condition and free of defects. The Purchaser's dispatch of materials shall be made in accordance to safety and hygiene standards in force as regards the nature and composition of concerned materials. Any and all test materials shall be dispatched at the Purchaser's costs, including any shipping and freight forwarding costs and expenses, tax charges, as well as any import duties, up to the place of final destination in Italy. Any other expense suffered by the Supplier to receive the test materials will be charged to the Purchaser. The Supplier shall verify that the materials are correct in quantity and quality for the test. Should they be non-compliant, the Supplier shall promptly notify the Purchaser, and the Purchaser shall arrange for the shipment of compliant materials. In the event of a delay resulting from such corrective action addressing the non-compliance, the provisions of Article 15 below shall apply. In any case, the Purchaser acknowledges that the Purchaser's compliance with the manner and timing of the test material delivery provided for in the FAT Procedures is instrumental to the proper and timely fulfilment of the Supplier's obligations. Unless otherwise agreed in writing, any and all used and unused test materials shall be returned to the Purchaser at the Purchaser's expense.
- 7.2.** Unless otherwise agreed in writing, the following is not included in the Supply: (1) the risk analysis of the Products; (2) the preparation of constructive mechanical drawings; (3) the source software; (4) the software licenses; (5) the verification of the load-bearing capacity of floors/slabs and any load adjustments thereof; (6) any construction or preparatory work for the installation of the Products, including the lighting system of the installation area; (7) the verification of pathways and passages for the handling of the Products from the unloading/storage area to the installation area; (8) electrical conduits; (9) electrical cables routing; (10) connection to the electrical network; (11) connection to technical gas distribution systems, including compressed air; (12) connection to the water system, including distribution systems for demineralised water, purified water, distilled water; (13) connection to controlled drainage and sewerage systems; (14) construction of exhaust ducts, if any, for the Products' ventilation air, from the installation area towards the outside of the building or other ductwork; (15) Factory Acceptance Test ("FAT"), Site Acceptance Test ("SAT"), Mechanical Completion ("MC"), Training ("TR"), Pre-Commissioning ("PC") and/or Commissioning ("C"), and any other tests not specifically agreed upon by written agreement; (16) any rental of lifting equipment (crane, forklift, pallet truck, etc.) and transportation from the unloading/storage area to the installation area; (17) transportation and shipping; (18) any supplies not specifically envisaged in the Contract.
- 7.3.** The Supplier reserves the right to make any peer-to-peer modifications and/or improvements deemed necessary with respect to the Products' design and Specifications without the need for the Purchaser's prior consent.


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8. Delivery of the Products

- 8.1. The Products shall be delivered at the place and within the terms specified in the Contract (the “**Delivery Terms**”). In the absence of any indications, delivery shall take place on an EXW - Ex Works basis (latest Incoterms) at the Supplier's premises, and the relevant rules on the transfer of risk shall apply.
- 8.2. Delivery Terms shall merely give an approximate indication of lead time, with a tolerance of +/- 10 Days, unless otherwise agreed.
- 8.3. The Supplier shall promptly notify the Purchaser of any foreseeable delay in meeting the Delivery Terms.
- 8.4. If the Purchaser is required under the Contract to provide the Supplier with any Specifications or other information relevant to the manufacturing of the Products, the Delivery Terms shall run from the day on which all information required by the Contract is provided to the Supplier.
- 8.5. If the Supplier is required under the Contract to install the Products and the Purchaser is required to arrange the premises for the Supplier to do so, the delivery and the installation of the Products shall be subject to the proper arrangement of the premises.
- 8.6. If delivery is delayed or extended at Purchaser's request, any storage or warehousing costs and expenses shall be borne by the Purchaser and the transfer of risk to the Purchaser shall take place upon notification of availability of the goods for delivery.
- 8.7. If the delivery of the Supply Products is conditional on the Supplier obtaining a specific export license or authorization, the Supplier shall not be liable for any delay in procuring this license and/or authorization.
- 8.8. The Purchaser shall arrange for the inspection of the Products upon delivery or, if this is not practicable, within the shortest reasonable time thereafter.
- 8.9. After 30 Days from the delivery of the Products, in the absence of a claim for Non-Compliance, it shall be presumed, barring the possibility of proof to the contrary, that the Products are:
 - (a) compliant with the Contract in terms of quantity and type;
 - (b) free from any Non-Compliance that could be detectable as a result of an examination conducted with “professional diligence”.

9. Consideration

- 9.1. The Consideration payable by the Purchaser for the Products or Services shall be as set forth in the Contract and shall be exclusive of any applicable value added tax.
- 9.2. Unless otherwise agreed in writing, the Considerations shall be expressed in Euros (€) and shall be exclusive of taxes, freight charges, transportation or delivery charges, customs duties and/or other tax charges (e.g. sales / use / *ad valorem* taxes etc.).

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9.3. Any other commercial terms mentioned in advertising materials, publications or other documents for technical/commercial use published by the Supplier shall not apply.

10. Payment

10.1. Unless otherwise stated in the Contract or in the Special Terms and Conditions of Sale, the Consideration shall be paid in Euros (€) at 30 Days from the end of the month in which the relevant invoice is issued.

10.2. The Purchaser may not withhold any payment due to the Supplier under a specific Contract for disputes relating to Non-Compliances in the delivered Products that have not been acknowledged by the Supplier or declared as such by a court of law or, even if acknowledged or so declared, which refer to Contracts other than the specific Contract under dispute.

10.3. The Supplier may suspend or delay performance of any Supply, or terminate any Contract, in the event that:

- (a) the Purchaser delays payment of any Consideration due with respect to any Contract between the Parties; or
- (b) the Purchaser or any of its Affiliates becomes subject to liquidation, dissolution or winding-up proceedings or, in the opinion of the Supplier, suffers a deterioration in its asset or financial position or decreases its security interests.

10.4. In the event of late payment of any amount due to the Supplier for any reason whatsoever:


- (a) interest on arrears shall be charged from the due date for payment in an amount equal to the rate provided for by Legislative Decree no. 231/2002 as amended from time to time, with no need for issuance of a statutory demand for payment (*intimazione*) or formal notice of default (*costituzione in mora*), without prejudice to compensation for damages;
- (b) the Purchaser shall automatically lose the benefit of the payment time limit with reference to the amounts not yet due and must therefore make immediate payment of the entire debt, comprising of principal amount, interest payable and ancillary expenses.

10.5. In the event that payment is to be made - in whole or in part - after the delivery of the Products, the Products delivered shall remain the property of the Supplier until full payment of the Consideration is made, to the extent permitted by the Law of the State where the Products are located, without prejudice to the rules governing the transfer of risk. The Purchaser undertakes to take all necessary steps to establish in the above-mentioned State a valid reservation of title to the maximum permitted extent or to put in place a similar security in favour of the Supplier.

11. Supplier's Warranties and Representations

11.1. The Supplier represents and warrants that:

- (a) supplied Products:

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- (i) comply with the Specifications;
- (ii) are free from defects in materials, design and workmanship;
- (b) supplied Services comply with the Specifications;
- (c) supplied Products are in good working order.

11.2. The warranty referred to in Article 11.1 shall be for a period of 12 (twelve) months from the date of delivery of the Products or performance of the Services (the “**Warranty Period**”).

11.3. Any Non-Compliance must be reported by the Purchaser to the Supplier within 8 Days from awareness thereof, under penalty of forfeiture.

11.4. In the event of a timely reported Non-Compliance, the Supplier agrees with the following, at its sole discretion:


- (a) with respect to Products:
 - (i) to eliminate the Non-Compliance by repair at Supplier's expense, or
 - (ii) to replace the non-compliant product, or
 - (iii) to decrease the Consideration paid or due;
- (b) with respect to Services:
 - (i) to perform the Services again, or
 - (ii) to decrease the Consideration paid or due.

11.5. The Warranty Period is not extended or renewed as a result of the Supplier's activities under Article 11.4 above.

11.6. Any right of the Purchaser to compensation for indirect or consequential loss, loss of profit, loss of chance, damage to reputation is hereby excluded.

11.7. It is hereby excluded any liability or obligation of the Supplier to indemnify and hold the Purchaser harmless, and the Warranty lapses, if:

- (a) the Supplier has not been permitted to examine the allegedly non-compliant Products on reasonable terms and conditions;
- (b) the Products have been modified;
- (c) the manner in which the Products have been installed or used differs from the instructions contained in Supplier's technical documentation or is otherwise inadequate;
- (d) the conditions in which the Products have been handled or stored differ from the instructions provided by the Supplier, if any, or are otherwise deemed inadequate (e.g., humidity, temperature, salinity, pressure, corrosive agents, etc.);

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- (e) repair or maintenance work has been performed by personnel not authorized by the Supplier;
- (f) spare parts, accessories or consumables (cleansing agents, lubricants, etc.) not authorized by the Supplier have been used on the Products;
- (g) no regular maintenance and service have been made as set out by the user's manuals prepared by the Supplier.

11.8. The following is excluded from the warranty in any circumstances whatsoever:

- (a) filters, lamps and other consumables;
- (b) electrical items the malfunction of which cannot clearly be attributed to manufacturing defects.

12. Third Party Rights

12.1. The Supplier represents and warrants that:

- (a) the supply of Products and Services does not infringe the rights of any third parties;
- (b) the Supplier is the owner, or the entitled licensee, of any Intellectual Property Rights related to the Products or Services.

12.2. In the event of third-party claims in connection with the warranties referred to in Article 12.1 above, the Purchaser hereby agrees to promptly notify the Supplier in writing to allow the Supplier to exercise its right of defence, and to cooperate with the Supplier in good faith.


12.3. The warranties referred to in Article 12.1 above are excluded to the extent that the supply of the Products and/or Services is carried out on the basis of the Specifications set out by the Purchaser, in which case the Purchaser hereby agrees to indemnify and hold the Supplier harmless from any third party claims, including if the third party obtains precautionary or provisional protection.

13. Intellectual Property

13.1. No Intellectual Property Rights of the Supplier in the Products and Services is hereby assigned or licensed to the Purchaser, it being understood that the Purchaser may use the software (if any) installed on the Products for the sole purpose of using them.

13.2. The Supplier is the sole and exclusive owner of the technical documents (drawings, plans, worksheets, etc.) relating to the Products or Services provided to the Purchaser, as well as of any technical documents set out by the Purchaser on the basis thereof.

13.3. The Purchaser may not disassemble and/or reverse engineer the Products, nor any software installed thereon. Equally, the Purchaser may not have the Products, nor any components thereof (the exclusive intellectual property of which rests with the Supplier), produced by/purchased from third parties on the basis of any technical documentation which is property of the Supplier.

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13.4. Intellectual Property Rights covering improvements or derivative works developed by the Purchaser on the basis of the Supplier's Intellectual Property Rights ("**Derivative Intellectual Property**"), shall vest in the Supplier, and the Purchaser hereby undertakes to:

- (a) notify the Supplier of any Derivative Intellectual Property, together with any information necessary or useful for the full understanding thereof;
- (b) provide the Supplier with all cooperation and/or consent for the Supplier to register, in its own name, the Derivative Intellectual Property as an invention, model or work of genius.

14. No Poaching of Employees Clause

14.1. Until the end of the second year from the last supply of Products or Services, the Purchaser undertakes not to establish, seek to establish or offer to establish, on its own behalf or on behalf of a third party, directly or indirectly, any traditional-employment-contract-based or consulting-agreement-based relationship with any person who has been an employee or a consultant of the Supplier in the preceding 12 (twelve) months, regardless of whether or not unfair competition by poaching of employees or a breach of any obligations to which the employee is subject may result.

15. Force Majeure

15.1. The Supplier shall not be liable for failure to perform or delay in performance due to *force majeure*, fortuitous events and other events beyond its control ("**Force Majeure**"), including, but not limited to, wars, natural disasters, fires, strikes and lockouts or other trade union disputes, power shortages, measures by state or governmental authorities, as well as restrictions in imports and exports, shortages of supply, delays by sub-suppliers, extraordinary health or epidemic conditions.

15.2. In the event of a Force Majeure event that prevents the performance of a Supply, wholly or in part:


- (a) the Supplier shall notify the Purchaser in writing thereof without delay, as well as of any foreseeable effects on the Supplier's ability to meet its obligations;
- (b) the performance of the Supply shall be put on hold until the Force Majeure event has ceased to exist;
- (c) if the delay in the performance of the Supply due to Force Majeure events exceeds 60 Days the Purchaser may terminate the relevant Contract.

16. Spare Parts

16.1. The Supplier guarantees the availability of spare parts for the Products (the "**Spare Parts**") for a period of 5 years from the delivery of the Products to the Purchaser.

17. Assignment - Sub-suppliers - Right to Set-Off

17.1. No Contract or Purchaser's obligations thereunder shall be assignable without the Supplier's prior written consent.

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17.2. The Supplier reserves the right to subcontract - under its own responsibility - any part of the Products or Services covered by a Contract.

17.3. The Purchaser waives the right to set off against any sum owed to the Supplier any claims it may have against the Supplier.

17.4. The Supplier may set off against any sum owed to the Purchaser any of its claims provided they are of a fixed amount and easily convertible into cash.

18. Confidentiality

18.1. The Purchaser undertakes to keep the Confidential Information strictly private and confidential and not to disclose the Confidential Information to any person, or use said Confidential Information for any purpose unrelated to the Contract, without the Supplier's express written permission.

18.2. The Purchaser shall employ the same degree of diligence as is employed to protect its own Confidential Information and, in any event, such a degree as to prevent unauthorized disclosure or use thereof.

18.3. Confidential Information shall remain the sole property of the Supplier.


19. Personal Data Protection

19.1. In the performance of its obligations under the Contract and of the activities under these General Conditions, each Party shall, insofar as it is within its responsibility as Data Controller, act in compliance with Regulation (EU) 2016/679 (the "**Regulation**") and Italian Legislative Decree no. 196/2003 as amended from time to time (the "**Privacy Code**"), as well as with any applicable regulatory provisions on the protection of personal data.

19.2. In particular, the Parties mutually acknowledge and agree that any personal data relating to the individuals (including, without limitation, employees, customers, suppliers and/or third parties) of each Party will be collected and processed for the purposes of the contracts governed by these General Terms and Conditions.

19.3. Each Party represents and warrants, on its own behalf and on behalf of its employees, contractors and/or any other persons authorized to process personal data, that personal data will be processed in full compliance with applicable provisions of the Regulation and the Privacy Code. More specifically, each Party undertakes to: (i) implement appropriate security measures provided for by the Regulation, the Privacy Code and any other applicable Law; (ii) provide appropriate information to data subjects, as well as request their free, specific, express and documented consent, if so required in the circumstances and under the terms set forth by the Regulation; (iii) process data in compliance with the principles of legality, proportionality and necessity provided for by the Regulation.

19.4. If, within the scope of the services under the Contract, a Party processes on behalf of the other Party personal data owned by this other party, the Party shall act as Data Processor pursuant to and for the purposes of the Regulation, and undertakes henceforth to carry out the relevant processing of personal data within the limits imposed by the Regulation and the instructions to be provided by the Data Controller. The Parties undertake to enter into a special agreement on the processing of personal data.

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20. Miscellaneous Provisions

- 20.1.** Each Contract supersedes all prior arrangements and undertakings, oral or written, between the Parties on its subject matter.
- 20.2.** If a provision of these General Terms and Conditions of Sale or of a Contract is or becomes invalid, illegal or unenforceable, the validity and effectiveness of any other provision of these General Terms and Conditions of Sale and of said Contract shall not be affected.
- 20.3.** The Supplier's failure to enforce, at any time or for any period of time, one or more of the provisions of this Contract shall not be construed as a waiver of such provisions or of the Supplier's right thereafter to enforce each and every provision.
- 20.4.** Any addition, modification, termination, notice or communication shall be in writing and transmitted by [--] to the following addresses:
- (a) to the Supplier: --, certified electronic mail (*PEC*) [--], e-mail [--];
 - (b) to the Purchaser: address and e-mail which it shall give to Supplier pursuant to this Article 20.4 or, failing which, to one of the addresses set forth on the Purchaser's website or letterhead.

21. Governing Law - Jurisdiction

- 21.1.** These General Terms and Conditions of Sale, Orders and Contracts in general are governed by Italian law, with express exclusion of conflict rules.
- 21.2.** Any dispute relating to, or connected with, these General Terms and Conditions of Sale, any Order, any Contract or the performance thereof shall be:
- (a) under the exclusive jurisdiction of the Court of Gorizia (Italy) if the Purchaser is an entity incorporated in the European Union; or
 - (b) submitted to a Board of three Arbitrators appointed in accordance with the Rules of the International Chamber of Arbitration of Milan, if the Purchaser is an entity incorporated outside the European Union or China; the language of the arbitration shall be English;
 - (c) submitted to a Board of three Arbitrators appointed in accordance with the Rules of the *China International Economic and Trade Arbitration Commission* ("CIETAC"), Hong Kong Arbitration Center, if the Purchaser is an entity incorporated in the People's Republic of China; the language of the arbitration shall be English.

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For and on behalf of the Purchaser: date, stamp and signature of legal representative

For and on behalf of the Supplier: date, stamp and signature of legal representative

* * *

Pursuant to and for the purposes of articles 1341 and 1342 of Italian Civil Code, the Purchaser expressly approve in writing the following terms and conditions: art. 8 (Delivery of the Products), art. 10 (Payment), art. 11 (Supplier's Warranties and Representations), art. 12 (Third Party Rights), art. 14 (No Poaching of Employees Clause), art. 17 (Assignment - Sub-suppliers - Right to Set-Off), art. 21 (Governing Law - Jurisdiction).

for and on behalf of the Purchaser: date, stamp and signature of legal representative
